

NSW Baseball Umpires Association Incorporated

Constitution

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Index

PART I - OBJECTS, POWERS AND INTERPRETATION

1.	NAME OF THE ASSOCIATION.....	7
2.	OBJECTS OF THE ASSOCIATION	7
3.	POWERS OF NSWBUA	8
4.	INTERPRETATION.....	8
4.1.	Definitions.....	8
4.2.	Interpretation	10
4.3.	Severance	10
4.4.	Expressions in Act.....	10

PART II - AFFILIATED BODIES

5.	STATUS AND COMPLIANCE OF NSWBUA.....	11
5.1.	Recognition of NSWBUA	11
5.2.	Compliance of NSWBUA as a Voting Affiliate and Member of NSWBL	11
6.	AFFILIATED BODY REGISTER	11

PART III - MEMBERSHIP

7.	MEMBERS	12
7.1.	Category of Members.....	12
7.2.	Creation of New Categories	12
7.3.	Life Members	12
8.	AFFILIATED BODIES	12
8.1.	Incorporation	12
8.2.	Application for Membership	13
8.3.	Discretion to Accept or Reject Applications.....	13
8.4.	Membership Renewal.....	13
8.5.	Membership with the NSWBL and the ABF	14
9.	SUBSCRIPTIONS AND FEES	14
10.	REGISTER OF MEMBERS	14

11.	EFFECT OF MEMBERSHIP	14
12.	DISCONTINUANCE OF MEMBERSHIP	15
12.1.	Notice of Resignation.....	15
12.2.	Expiration of Notice Period	15
12.3.	Forfeiture of Rights	15
12.4.	Membership may be Reinstated	15
12.5.	Cessation of Membership	15
13.	DISCIPLINING OF MEMBERS	16
13.1.	Disciplinary Action	16
13.2.	Right of Appeal.....	16
PART IV - GENERAL MEETINGS		
14.	VOTING REPRESENTATIVES	16
14.1.	Appointment of Voting Representatives.....	16
14.2.	The Voting Representative.....	16
14.3.	Affiliated Body to Advise.....	16
15.	GENERAL MEETINGS	17
16.	NOTICE OF GENERAL MEETINGS	17
16.1.	Notice of General Meetings.....	17
16.2.	Entitlement to Attend General Meetings.....	17
17.	BUSINESS	17
17.1.	Business of General Meetings.....	17
17.2.	Business Transacted	17
18.	NOTICES OF MOTION	18
19.	SPECIAL GENERAL MEETINGS.....	18
19.1.	Special General Meetings May be Held	18
19.2.	Requisition of Special General Meetings.....	18
20.	PROCEEDINGS AT GENERAL MEETINGS	18
20.1.	Quorum.....	18
20.2.	President to Preside	19
20.3.	Adjournment of Meeting	19

20.4.	Voting Procedure	19
20.5.	Recording of Determinations.....	19
20.6.	Where Poll Demanded.....	19
20.7.	Resolutions at General Meetings.....	20
20.8.	Minutes	20
21.	VOTING AT GENERAL MEETINGS	20
PART V - THE MANAGEMENT COMMITTEE		
22.	EXISTING MANAGEMENT COMMITTEE	20
23.	POWERS OF THE MANAGEMENT COMMITTEE.....	20
24.	COMPOSITION OF THE MANAGEMENT COMMITTEE.....	21
24.1.	Management Committee Composition	21
24.2.	President.....	21
24.3.	Election of the Office Bearers	21
24.4.	Term of Appointment.....	22
25.	VACANCIES ON THE MANAGEMENT COMMITTEE	22
25.1.	Grounds for Termination of a Management Committee Member.....	22
25.2.	Removal of Office Bearer	23
25.3.	Casual Vacancies	23
25.4.	Remaining Management Committee Members May Act.....	23
26.	MEETINGS OF THE MANAGEMENT COMMITTEE	23
26.1.	The Management Committee to Meet.....	23
26.2.	Decisions of the Management Committee.....	23
26.3.	Resolutions Not in Meeting	24
26.4.	Quorum.....	24
26.5.	Notice of Meetings of the Management Committee	25
26.6.	Validity of Management Committee Decisions	25
26.7.	Chair of Management Committee Meeting	25
26.8.	The Secretary	25
27.	CONFLICTS	25
27.1.	Conflicts of Interest.....	25

27.2.	Disclosure of Interests.....	26
27.3.	General Disclosure	26
27.4.	Recording Disclosures	26

PART VI - MISCELLANEOUS

28.	DELEGATIONS	26
28.1.	The Management Committee may Delegate Functions to Committees	26
28.2.	Delegation by Instrument	26
28.3.	Delegated Function in Accordance with Terms.	26
28.4.	Procedure of Delegated Entity	27
28.5.	Delegation may be Confidential.....	27
28.6.	Revocation of Delegation	27
29.	BY-LAWS	27
29.1.	Management Committee to Formulate By-laws.....	27
29.2.	By-laws Binding	27
29.3.	By-laws Deemed Applicable	27
29.4.	Notices Binding on Members	27
30.	RECORDS AND ACCOUNTS	28
30.1.	Treasurer to Keep Records.....	28
30.2.	Inspection of Records.....	28
30.3.	Records Kept in Accordance with the Act	28
30.4.	NSWBUA to Retain Records	28
30.5.	Management Committee to Submit Accounts.....	28
30.6.	Negotiable Instruments	28
31.	NOTICE	28
31.1.	Manner of Notice	28
31.2.	Notice of General Meeting.....	29
31.3.	Notice to Individual Members	29
32.	SEAL	29
32.1.	Safe Custody of Seal.....	29
32.2.	Affixing the Seal.....	29

33.	ALTERATION OF CONSTITUTION.....	29
34.	INDEMNITY	30
34.1.	Management Committee Members to be indemnified	30
34.2.	NSWBUA to Indemnify	30
35.	WINDING UP.....	30
35.1.	Winding Up of NSWBUA	30
35.2.	Liability of Members.....	30
35.3.	Members Contribution.....	30
35.4.	Distribution of Property on Winding Up	30
36.	AUTHORITY TO TRADE.....	31
37.	SOURCE OF FUNDS	31
38.	APPLICATION OF INCOME	31
38.1.	Income and Property Applied to Objects.....	31
38.2.	No Income to Members Except those Prescribed in this Constitution.....	31
38.3.	Payments in Good Faith.....	31

PART I - OBJECTS, POWERS AND INTERPRETATION

1. NAME OF THE ASSOCIATION

The name of the Association is NSW Baseball Umpires Association Incorporated (“NSWBUA”).

2. OBJECTS OF THE ASSOCIATION

NSWBUA is established to promote and further the umpiring of Baseball in the Commonwealth of Australia generally and New South Wales in particular. The objects for which NSWBUA is established and maintained are to:

- (a) participate as a Member of the NSWBL and the ABF through and by which the sport of Baseball can be conducted, encouraged, promoted, advanced and administered;
- (b) provide for the conduct, encouragement, promotion and administration of Baseball Umpiring within New South Wales and Australia as a ‘not for profit’ organisation;
- (c) ensure the maintenance and enhancement of NSWBUA and Baseball, its standards, quality and reputation for the benefits of the Members and Baseball;
- (d) at all times promote mutual trust and confidence between NSWBUA, NSWBL, ABF and other baseball Associations within the State of New South Wales and the Members in pursuit of these objects;
- (e) at all times act on behalf of and in the interests of the Members and Baseball;
- (f) use and protect the intellectual property of NSWBUA and, where permitted to do so, the intellectual property of NSWBL and the ABF;
- (g) apply the property and capacity of NSWBUA towards the fulfilment and achievement of these objects;
- (h) review and/or determine any matters relating to Baseball Umpiring in New South Wales, including disciplinary matters;
- (i) pursue commercial arrangements, including sponsorship and marketing opportunities as are appropriate and approved by NSWBUA to further the interests of Baseball in New South Wales;
- (j) adopt and implement the policies of NSWBL and the ABF including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, infectious diseases, junior programs and such other matters as arise from time to time as issues to be addressed in Baseball in New South Wales.

- (k) represent the interests of its Members and of Baseball generally in any appropriate forum conducted by NSWBL in New South Wales.
- (l) encourage Members to realise their potential by extending to them the opportunity of education and participation to endeavour to improve the standard of Baseball umpiring by:
 - (i) ensuring each Member has a sound knowledge and understanding of the Rules of Baseball;
 - (ii) each Member uniformly interprets those rules;
 - (iii) each Member uniformly controls the game they umpire;
 - (iv) each Member having uniformity of dress whilst umpiring in Baseball Competition;
- (m) encourage and promote performance-enhancing drug free competitions;
- (n) to provide umpires where possible for organised games of baseball;
- (o) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects including but not limited to complying with the Constitution, By-laws and Rules of NSWBL and the ABF in force from time to time.

3. POWERS OF NSWBUA

Solely for furthering the objects set out above, NSWBUA has in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under Section 124 of the *Corporations Act 2001*.

4. INTERPRETATION

4.1. Definitions

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

“ABF” means the Australian Baseball Federation Incorporated, being the national peak body for the sport of Baseball in Australia.

“ABF Constitution” means the Constitution of the ABF as amended from time to time and any By-laws of ABF as amended from time to time.

“Act” means the *Associations Incorporation Act (1984) New South Wales* or any other act under which NSWBUA may be incorporated from time to time.

“Affiliated Body” means a Club, association group or other association affiliated with NSWBUA, whether incorporated, unincorporated or otherwise.

“Assistant Secretary” means the person elected to hold the position of Assistant Secretary of the NSWBUA

“Baseball Umpiring” means the training, development and advancement of umpiring the sport of Baseball, including the appointment of umpires to organised games of Baseball.

“By-law” means any By-law, Regulation or Policy made by the Management Committee under Rule 29.

“Financial Year” means the year commencing 1 May of the proceeding year and ending 30 April on the current year.

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

“Individual Member” means a registered financial individual member of NSWBUA.

“Intellectual Property” means all rights, all good wills subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to NSWBUA or any event, competition or activity of or conducted, promoted or administered by NSWBUA.

“Life Member” means an individual upon whom life membership of NSWBUA has been conferred under Rule 7.3.

“Management Committee” means the body consisting of the Management Committee Members.

“Management Committee Member” means a member of the Management Committee elected or appointed in accordance with this Constitution, including the elected positions of President, Vice President, Secretary, Assistant Secretary and Treasurer, and the two (2) ordinary Members elected to the Management Committee, and the appointed positions of the State Director of Umpiring.

“Member” means an Affiliated Body as represented by their Voting Representatives who are entitled to vote at General Meetings and includes Individual Members.

“NSWBL” means the New South Wales Baseball Association being the peak body for the sport of Baseball in NSW.

“Office Bearers” means the Members constituting the Management Committee other than the State Director of Umpiring.

“President” means the person elected to hold the position of President of NSWBUA.

“Public Officer” means, for the purposes of the Act, the person appointed to that role by the Management Committee.

“Secretary” means the person elected to hold the position of Secretary of NSWBUA.

“State Delegate” means the Individual Member appointed by the Management Committee to represent NSWBUA at General Meetings of NSWBL in accordance with this Constitution and the Constitution of NSWBL.

“State Director of Umpiring” means the person appointed to that role by NSWBL for the term of that appointment.

“Treasurer” means the person elected to hold the position of Treasurer of NSWBUA.

“Voting Representatives” means those Individual Members appointed by the Affiliated Bodies to vote at General Meetings of NSWBUA.

“Vice President” means the person elected to hold the position of Vice-President of the NSWBUA.

4.2. 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, reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other gender;
- (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, 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.

4.3. Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the rule or phrase cannot be so read down, it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

4.4. Expressions in Act

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

PART II - AFFILIATED BODIES

5. STATUS AND COMPLIANCE OF NSWBUA

5.1. Recognition of NSWBUA

For as long as NSWBUA is recognised as a Voting Affiliate Member of NSWBL it shall be subject to compliance with the Constitution of the ABF and NSWBL. NSWBUA shall administer Baseball Umpiring in New South Wales in accordance with the objects of NSWBUA and NSWBL.

5.2. Compliance of NSWBUA as a Voting Affiliate and Member of NSWBL

The Members acknowledge and agree that NSWBUA shall:

- (a) be incorporated in New South Wales;
- (b) elect or appoint one (1) State Delegate to represent it at meetings of NSWBL at which it is entitled to be present and vote in accordance with the NSWBL Constitution;
- (c) adopt in principal, the objects of NSWBL and the ABF and adopt rules which reflect and which are, to the extent permitted or required by the Act, generally in conformity with NSWBL and the ABF Constitution;
- (d) apply its property and capacity in pursuit of the objects of NSWBL and the ABF, NSWBUA and Baseball Umpiring;
- (e) do all that is reasonably necessary to enable the objects of the NSWBL and the ABF and NSWBUA to be achieved;
- (f) act in good faith and loyalty to ensure the maintenance and enhancement of the NSWBL and the ABF, NSWBUA and Baseball Umpiring, its standards, quality and reputation for the collective and mutual benefit of the Individual Members and Baseball Umpiring;
- (g) at all times operate with and promote mutual trust and confidence between NSWBL, NSWBUA and the Members in pursuit of these objects;
- (h) at all times act on behalf of and in the interests of the Individual Members and the Affiliated Bodies and Baseball Umpiring; and
- (i) abide by the NSWBL Constitution.

6. AFFILIATED BODY REGISTER

Each Affiliated Body shall maintain, in a form and with such details as are acceptable to NSWBUA, a register of all Individual Members. Each Affiliated Body shall provide a copy of the register at a time and in a form acceptable to NSWBUA and shall provide prompt and regular updates of the register to NSWBUA when requested by NSWBUA.

PART III - MEMBERSHIP

7. MEMBERS

7.1. Category of Members

The Members of NSWBUA shall consist of:

- (a) Affiliated Bodies, who subject to this Constitution, shall be represented by their Delegate who shall have the right to attend, debate and vote at General Meetings for and on behalf of the Affiliated Body and their Members;
- (b) Individual Members, who subject to this Constitution, may attend and debate and vote at General Meetings of NSWBUA;
- (c) Life Members, who subject to this Constitution, may attend and debate and vote at General Meetings;
- (d) Such new categories of Members created in accordance with Rule 7.2 below.

7.2. Creation of New Categories

The Management Committee has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligations of any existing category of members. No new category of members may be granted voting rights.

7.3. Life Members

- (a) Each year the Management Committee will call for nominations from Individual Members and Affiliated Bodies for persons to be considered for Life Membership of NSWBUA. The Management Committee may recommend to the Annual General Meeting that one or more persons (but not more than two persons in any single year) be nominated and who has rendered distinguished or special service to Baseball Umpiring, have Life Membership conferred upon them.
- (b) A resolution of the Annual General Meeting to confer Life Membership must be passed by special resolution. The vote on such resolution will be taken by secret ballot.
- (c) Conditions, obligations and privileges of Life Membership shall be as prescribed in the By-laws.

8. AFFILIATED BODIES

8.1. Incorporation

- (a) Affiliated Bodies may be incorporated under the Act, but need not be incorporated.

- (b) For an Affiliated Body which is not incorporated, the Secretary of any such unincorporated Affiliated Body shall be deemed to be the member (on behalf of the unincorporated Affiliated Body) and shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Affiliated Body unless other Delegates are appointed for that purpose.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Affiliated Body shall be resolved by the Management Committee in its sole discretion.

8.2. Application for Membership

An application for membership as a Member must be:

- (a) in writing on the form prescribed from time to time by the Management Committee, from the applicant or its nominated representative and lodged with NSWBUA;
- (b) in the case of an Affiliated body indicate the number of Members of the Affiliated Body who are also Individual Members;
- (c) accompanied by the appropriate fee (if any), which shall be determined by the Management Committee from time to time.

8.3. Discretion to Accept or Reject Applications

- (a) NSWBUA shall not be bound to accept all applications for membership as an Individual Member or as an Affiliated Body and shall have regard to such matters as the interests of Baseball Umpiring, and the good governance of NSWBUA.
- (b) Where NSWBUA accepts an application, the applicant shall become an Individual Member or an Affiliated Body and Member. Membership of NSWBUA shall be deemed to commence upon acceptance of the application by NSWBUA.
- (c) Where NSWBUA rejects an application NSWBUA shall refund any fees forwarded with the application and the application shall be deemed to be rejected by NSWBUA.
- (d) NSWBUA shall be under no obligation to provide reasons as to why the application has been rejected.

8.4. Membership Renewal

- (a) Each Member and Affiliated Body must reapply for membership with NSWBUA from time to time, but no more frequently than once every twelve months by paying the appropriate fee and submitting an updated register of members as well as an indication as to the identity of the Voting Representative elected or appointed by the Affiliated Body.
- (b) Failure to renew membership in this fashion shall result in the Member and Affiliated Body ceasing to be affiliated with NSWBUA and a loss of the benefits and rights enjoyed by Members of NSWBUA.

8.5. Membership with the NSWBL and the ABF

In order to remain members of the NSWBL, the ABF and NSWBUA, Affiliated Bodies and Individual Members must:

- (a) renew their membership with NSWBUA in accordance with Rule 8; and
- (b) otherwise remain registered financial members of NSWBUA in accordance with the procedures set out in this Constitution.

9. SUBSCRIPTIONS AND FEES

9.1 The annual membership subscription (if any), fees and any levies payable by Individual Members or Affiliated Bodies (or any category of Members) to NSWBUA, the basis of, the time for and manner of payment shall be as determined by the Management Committee from time to time.

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

10. REGISTER OF MEMBERS

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

10.2 Having regard to confidentiality considerations, an extract of the register showing the name of the Affiliated Body or the Individual Member shall be available for inspection (but not copying) by Members upon a reasonable request.

11. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and NSWBUA and that they are bound by this Constitution and the By-laws;
- (b) 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 Management Committee or any duly authorised committee;

- (c) by submitting to this Constitution and the By-laws they are subject to the jurisdiction of NSWBUA;
- (d) this Constitution is made in pursuit of a common object, namely the mutual and collective benefit of NSWBUA, the Members and Baseball Umpiring;
- (e) this Constitution and By-laws are necessary and reasonable for promoting the objects of NSWBUA and particularly the advancement and protection of Baseball Umpiring; and
- (f) they are entitled to all benefits, advantages, privileges and services of membership of NSWBUA.

12. DISCONTINUANCE OF MEMBERSHIP

12.1. Notice of Resignation

Subject to this Constitution, any Member who has paid all moneys due and payable to NSWBUA and has no other liability (contingent or otherwise) to NSWBUA may resign from NSWBUA by giving one (1) month's notice in writing to NSWBUA of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member. A Life Member who has paid all moneys due and payable to NSWBUA may resign by notice in writing with immediate effect.

12.2. Expiration of Notice Period

Subject to Rule 12.5, upon the expiration of any notice period applicable under Rule 12.1, an entry recording the date on which the Member who or which gave notice ceased to be Member shall be recorded in the register.

12.3. Forfeiture of Rights

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

12.4. Membership may be Reinstated

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

12.5. Cessation of Membership

Where an Affiliated Body ceases to be a Member in accordance with this Constitution or the Act, the Individual Members of that Affiliated Body may cease or remain Members to the extent (if any) and for such time (if any) as is determined at the sole discretion of the Management Committee.

13. DISCIPLINING OF MEMBERS

13.1. Disciplinary Action

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

- (a) breached, failed, refused or neglected to comply with the provision of this Constitution, the By-laws or any resolution or determination of the Management Committee or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the objects and interests of NSWBUA, Baseball Umpiring and/or the sport of Baseball; or
- (c) brought NSWBUA, Baseball Umpiring or the sport of Baseball into disrepute; or
- (d) the Management Committee is advised that there has been a breach of any rules created by the Management Committee or any of its sub-committees or the official rules of Baseball;

the Management Committee may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms (if any) of NSWBUA set out in the By-laws.

13.2. Right of Appeal

A Member disciplined by NSWBUA in accordance with Rule 13.1 shall have a right of appeal which shall be exercised in accordance with the By-laws.

PART IV - GENERAL MEETINGS

14. VOTING REPRESENTATIVES

14.1. Appointment of Voting Representatives

Each Affiliated Body shall appoint one (1) Voting Representative for such term as is deemed appropriate by the Affiliated Body. A Voting Representative must:

- (a) be appropriately empowered by the appointing Affiliated Body to consider, make decisions and vote at General Meetings;
- (b) not be a member of the Management Committee.

14.2. The Voting Representative

The Voting Representative may also be an Individual Member in their own right.

14.3. Affiliated Body to Advise

Each Affiliated Body shall, at least 48 hours prior to any General Meeting, advise the Secretary of NSWBUA of its appointed Voting Representative. If advice is not received by the Secretary in accordance with this clause then such person purporting to attend the meeting as a Voting Representative shall not be entitled to vote on any motion, issue or matter before the meeting.

15. GENERAL MEETINGS

15.1 An Annual General Meeting of NSWBUA shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a venue to be determined by the Management Committee.

15.2 All General Meetings, other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

16. NOTICE OF GENERAL MEETINGS

16.1. Notice of General Meetings

(a) Notice of every General Meeting shall be given to the Individual Members and to the Affiliated Bodies at the address appearing in the register kept by NSWBUA. No other person shall be entitled, as of right to receive notices of General Meetings.

(b) Notice of General Meetings shall be given at least twenty-one (21) days prior to the General Meeting and shall specify the place, day and hour of the General Meeting.

(c) The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least seven (7) days prior to the General Meeting together with any notice of motion received from the Members.

16.2. Entitlement to Attend General Meetings

Notwithstanding any other rule, no Member shall be represented at, or take part in a General Meeting, unless all moneys then due and payable to NSWBUA are paid.

17. BUSINESS

17.1. Business of General Meetings

(a) The business to be transacted at the Annual General Meeting includes the consideration of accounts, reports of the Management Committee (including in relation to the activities of NSWBUA during the past proceeding financial year) and auditors and the election of the office bearers or Life Members.

(b) All business that is transacted at a General Meeting and also all that is transacted at the Annual General Meeting, with the exception of those matters set out in Rules 17.1(a) shall be special business. 'Special business' is business of which a notice of motion has been submitted in accordance with Rule 18.

17.2. Business Transacted

No business other than that stated in the notice shall be transacted at the meeting.

18. NOTICES OF MOTION

All notices of motion for inclusion as special business at a General Meeting must be submitted in writing in the required form to the Secretary of NSWBUA not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

19. SPECIAL GENERAL MEETINGS.

19.1. Special General Meetings May be Held

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

19.2. Requisition of Special General Meetings

- (a) The Management Committee shall, on requisition in writing of a Member, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Member making the requisition and be sent to NSWBUA. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) Notwithstanding the provisions of this Clause 19.2 the Management Committee shall be under no obligation to convene a Special General Meeting unless at least five (5) Members have affixed their signature to the requisition for that meeting.
- (d) If the Management Committee does not cause a Special General Meeting to be held within three (3) months after the date on which the requisition is sent to NSWBUA, the Member making the requisition or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (e) A Special General Meeting convened by a Member under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.

20. PROCEEDINGS AT GENERAL MEETINGS

20.1. 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 NSWBUA shall be five (5) or more Members.

20.2. President to Preside

The President shall, subject to this Constitution, preside as Chair at every General Meeting of NSWBUA. If the President is not present, or is unwilling or unable to preside, the Vice President shall preside as Chair for that meeting only.

20.3. Adjournment of Meeting

- (a) If, within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the Chair may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chair may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the General Meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in Rule 20.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

20.4. Voting Procedure

At any General Meeting a resolution put to the vote of the meeting shall be decided by the show of hands, unless otherwise provided for in this Constitution, and unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chair; or
- (b) by the majority of the Members and Voting Representatives present.

20.5. Recording of Determinations

Unless a poll is demanded under Rule 20.4, a declaration by the Chair that a resolution has, on the show of hands, been carried or carried unanimously or by a particular majority or lost an entry to that effect in the book containing the minutes of the proceedings of NSWBUA shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

20.6. Where Poll Demanded

If a poll is duly demanded under Rule 20.4, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

20.7. Resolutions at General Meetings

Except where a special resolution is required, all questions at General Meetings shall be determined by the majority of votes (as set out in Rule 21). Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a General Meeting, the Chair is entitled to a casting vote.

20.8. Minutes

The Secretary shall keep minutes of the resolutions and proceedings of each General Meeting in books provided for that purpose, together with a record of the names of persons present at all meetings.

21. VOTING AT GENERAL MEETINGS

Each Member in attendance shall be entitled to one (1) vote at General Meetings, except that each Voting Representative on behalf of an Affiliated Body shall be entitled to additional votes where that Affiliated Body has 100 Members registered with it. If the Affiliated Body has 200 or more Members registered with it then it shall be entitled to any additional vote making a total of three (3) votes.

No Voting Representative shall be entitled to more than three (3) votes on any motion, and where a Voting Representative is entitled to exercise multiple vote, each vote must be directed in the same manner.

The Management Committee shall ascertain and prescribe the voting entitlements of the Voting Representatives by verifying the number of Members of each Affiliated Body prior to any General Meeting.

Nothing in this rule or this Constitution prevents a Voting Representative who is also an Individual Member also casting such additional vote as an Individual Member in the manner that the Individual Member wishes, even if that vote differs from the vote cast as a Voting Representative.

PART V - THE MANAGEMENT COMMITTEE

22. EXISTING MANAGEMENT COMMITTEE

Upon approval of this Constitution under the Act, the Management Committee Members of NSWBUA shall continue in office until the next Annual General Meeting following the approval of this Constitution at which time all positions shall be declared vacant and there shall be an election of the Office Bearers pursuant to this Constitution. Each Office Bearer shall be eligible for re-election after declaring the position vacant.

23. POWERS OF THE MANAGEMENT COMMITTEE

Subject to the Act and this Constitution, the business of NSWBUA shall be managed, and the powers of NSWBUA shall be exercised, by the Management Committee. In particular, the Management Committee as the controlling authority of NSWBUA shall be responsible for acting on all issues in

accordance with the objects of NSWBUA and shall operate to the collective and mutual benefit of NSWBUA and Baseball Umpiring and shall:

- (a) administer Baseball Umpiring in accordance with the objects of NSWBUA;
- (b) determine the major strategic directions of NSWBUA within the guidelines and principles established by NSWBL and the ABF;
- (c) review NSWBUA's performance in achieving its predetermined aims, objectives and policies and the policies of NSWBL and the ABF;
- (d) manage its responsibilities to the participants in the sport of Baseball; and
- (e) make recommendations to the NSWBL as to the appointment of the State Director of Umpiring.

24. COMPOSITION OF THE MANAGEMENT COMMITTEE

24.1. Management Committee Composition

The Management Committee shall comprise of a President, Vice President, Secretary, Assistant Secretary, Treasurer, two (2) other elected Members and the State Director of Umpiring.

24.2. President

The position of President shall not be appointed by the Management Committee after the appointment of office bearers at a General Meeting. The position of President, Vice President, Secretary, Assistant Secretary, Treasurer and Committee Members are separate, specific positions for which candidates nominate and shall be elected at General Meetings.

24.3. Election of the Office Bearers

- (a) The Secretary shall call for nominations for the elected positions of Office Bearers by forwarding notice in writing to Members at least 21 days before the date of the Annual General Meeting.
- (b) Nominations for the Office Bearers' positions must be:
 - (i) in writing;
 - (ii) in a form approved by NSWBUA
 - (iii) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated.
 - (iv) nominate which Office Bearer's position the nominee is nominating for however each nomination may be for more than one position, provided that such nominee cannot hold more than one position on the Management Committee.
- (c) Nominations must be received by the Secretary seven (7) days prior to the commencement of the Annual General Meeting.

- (d) If the number of nominations for each of the Office Bearer's positions is one (1) only, then that person shall be elected unopposed. If the number of nominations for each position is more than one (1), then a ballot shall be taken in such usual and proper manner as the Chair of the Annual General Meeting directs to elect the person to hold the particular office nominated for. In the event of a tied vote a secret ballot shall be called for by the Chairman and each Member or Voting Representative shall again cast their votes, indicating in order of preference all the nominated candidates. If the number of primary votes for each candidate receiving the first preference is still tied, then the successful candidate shall be the one who receives the greatest number of second preferences. If the vote is still tied after the counting of the second preferences, then each of the other preferences shall be counted until there is a clear winner.
- (e) Nothing in this Constitution shall prevent a nominee nominating for more than one (1) of the positions on the Management Committee in accordance with this clause provided that such nominee shall not be entitled to hold more than one (1) position on the Management Committee.

24.4. Term of Appointment

Members of the Management Committee shall be elected in accordance with this Constitution for a term of one (1) year which shall commence from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.

25. VACANCIES ON THE MANAGEMENT COMMITTEE

25.1. Grounds for Termination of a Management Committee Member

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

- (a) dies;
- (b) becomes a 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 any way under the law relating to mental health;
- (d) resigns his office in writing to NSWBUA;
- (e) is absent without the consent of the Management Committee from two consecutive meetings of the Management Committee;
- (f) holds any office of employment of NSWBUA;
- (g) without the prior consent or later ratification of the Members in General Meetings holds any office of profit under NSWBUA;

- (h) is directly or indirectly interested in any contract or proposed contract with NSWBUA and fails to declare the nature of his interest;
- (i) is removed from office by special resolution under Rule 25.2; or
- (j) would otherwise be prohibited from being a director of a corporation under the Corporations Act or is disqualified from office under the Act.

25.2. Removal of Office Bearer

- (a) NSWBUA, in a General Meeting may, by special resolution remove any Office Bearer other than the State Director of Umpiring, before the expiration of their term of office. The Office Bearer removed in accordance with this Rule, shall have his or her office filled in accordance with the procedures set out in Rule 25.3.
- (b) Where the Office Bearer to whom a proposed resolution referred to in Rule 25.2(a) makes representations in writing to the Secretary and requests that such representations be notified to the Members, the Secretary shall send a copy of the representations to each Member a reasonable period of time prior to the date of the General Meeting.

25.3. Casual Vacancies

A vacancy in a position on the Management Committee (including the President) shall be filled by the Office Bearers until the next Annual General Meeting of NSWBUA. If the term of the Office Bearer has not expired, the Member shall fill the vacancy for the remainder of the Office Bearer's term.

25.4. Remaining Management Committee Members May Act

In the event of a casual vacancy or vacancies in the office of Office Bearer, the remaining Office Bearers may act but, if the number of remaining Office Bearers 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 Office Bearers to a number sufficient to constitute a quorum.

26. MEETINGS OF THE MANAGEMENT COMMITTEE

26.1. The Management Committee to Meet

The Management Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (but on at least six (6) occasions) and may adjourn, and subject to this Constitution otherwise regulate its meetings as it thinks fit. The Secretary shall, on the requisition of two (2) Management Committee Members, convene a meeting of the Management Committee within a reasonable time.

26.2. 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 all questions so decided shall for all purposes be deemed a

determination of the Management Committee. All Management Committee Members shall have one (1) vote on any question. The President shall also have a casting vote where voting is equal.

26.3. Resolutions Not in Meeting

- (a) A resolution in writing, signed or assented by telegram, cablegram, radiogram, facsimile, telex, electronic mail or other form of visible or other electronic communication by all the Management Committee Members shall be as valid and effectual as if it had been passed at a meeting of the Management Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Management Committee Members.
- (b) Without limiting the power of the Management Committee to regulate their meetings as they think fit. A meeting of the Management Committee may be held where one or more of the Management 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 Management Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee and such notice specifies that Management Committee Members are not required to be present in person;
 - (iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Management Committee Members which constitutes a quorum, and none of such Management 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 condition (i) is satisfied again. If such condition is not satisfied within fifteen minutes of the interruption, the meeting shall be deemed to have terminated;
 - (iv) any meeting held where one or more of the Management Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Management Committee Member is there present, and if no Management Committee Member is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

26.4. Quorum

At meetings of the Management Committee, the number of Management Committee Members whose presence (or participation under Rule 26.3) is required to constitute a quorum is three (3) Management Committee Members.

26.5. Notice of Meetings of the Management Committee

Unless all Management Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than seven (7) days oral or written notice of the meeting of the Management Committee shall be given to each Management Committee Member by the Secretary. The agenda shall be forwarded to each Management Committee Member not less than three (3) days prior to such meeting.

26.6. Validity of Management Committee Decisions

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

26.7. Chair of Management Committee Meeting

The President appointed under Rule 26.2 shall preside at every meeting of the Management Committee. If the President is not present, or is unwilling or unable to preside, the Management Committee Members shall choose one of their number to preside as Chair for that meeting only.

26.8. The Secretary

The Secretary will record, during each meeting of the Management Committee, the minutes of that meeting and shall circulate to all Management Committee Members a copy of those minutes within seven (7) days of the conclusion of that meeting.

27. CONFLICTS

27.1. Conflicts of Interest

A Management Committee Member shall declare his or her interest in any:

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

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Management Committee, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Management Committee Member votes, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Management Committee Member to absent himself or herself from discussions and refrain from voting, the issue shall be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred.

27.2. Disclosure of Interests

The nature of the interest of such Management Committee Member must be declared by the Management Committee Member at the meeting of the Management Committee at which the contract or other matters is first taken into consideration if the interest which exists or in any other case at the first meeting of the Management Committee after the acquisition of the interest. If a Management Committee Member becomes interested in a contract or other matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Management Committee held after the Management Committee Member becomes so interested.

27.3. General Disclosure

A general notice that a Management Committee Member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under Rule 27.2 as regards to such Management Committee Member and the said transaction. After such general notice, it is not necessary for such Management Committee Member to give a special notice relating to any particular transaction with that firm or company.

27.4. Recording Disclosures

It is the duty of the Secretary to record in the minutes any declaration made or any general notice given by a Management Committee Member in accordance with Rule 27.2 and 27.3.

PART VI - MISCELLANEOUS

28. DELEGATIONS

28.1. The Management Committee may Delegate Functions to Committees

The Management Committee may, by instrument in writing create, establish or appoint from among its own Members, the Individual Members or otherwise committees to carry out such duties and functions and having such powers, as the Management Committee determines

28.2. Delegation by Instrument

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

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

28.3. Delegated Function in Accordance with Terms.

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

28.4. Procedure of Delegated Entity

- (a) The procedures for any committee established shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Management Committee under Rule 25. A quorum shall be determined by the committee but shall be no less than the majority of the total number of committee members.
- (b) Within seven (7) days of any meeting of any committee the committee shall send a copy of the minutes and any supporting documents to the Secretary.

28.5. Delegation may be Confidential

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

28.6. Revocation of Delegation

The Management Committee may, by instrument in writing, revoke wholly or in part any delegation made under this Rule and may amend, repeal or veto any decision made by such committee, where such decision is contrary to its Constitution, the By-laws, the Act, the Objects of NSWBUA or the committee's delegation.

29. BY-LAWS

29.1. Management Committee to Formulate By-laws

The Management Committee may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such By-laws, Regulations and Policies ("By-laws") for the proper advancement, management and administration of NSWBUA, the advancement of the Objects of NSWBUA and Baseball Umpiring as it thinks necessary or desirable. Such By-laws must be consistent with this Constitution.

29.2. By-laws Binding

All By-laws made under this Rule shall be binding on NSWBUA and its Members.

29.3. By-laws Deemed Applicable

All By-laws, Regulations and Policies of NSWBUA in force at the date of the approval of this Constitution under the Act insofar as such By-laws, Regulations and Policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-laws under this Rule.

29.4. Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-laws shall be advised to Members by means of notices approved by NSWBUA and prepared and issued by the Secretary. Notices are binding upon all Members.

30. RECORDS AND ACCOUNTS

30.1. Treasurer to Keep Records

The Treasurer shall establish and maintain proper records and minutes concerning all transactions, businesses, meetings and dealings of NSWBUA and the Management Committee and shall produce these as appropriate at each Management Committee Meeting or General Meeting.

30.2. Inspection of Records

Subject to privacy and commercial considerations, the Management Committee may in its discretion, make the records, books and other documents of NSWBUA available for inspection (but not copying) by an Affiliated Body at any reasonable hour. The Management Committee may impose reasonable charges in relation to such inspection.

30.3. Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principals and/or any applicable Code of Conduct. The books of account shall be kept in the care and control of the Treasurer or Public Officer.

30.4. NSWBUA to Retain Records

NSWBUA shall retain such records for seven (7) years after the completion of the transaction or operations to which they relate.

30.5. Management Committee to Submit Accounts

The Management Committee shall submit to the Annual General Meeting the accounts of NSWBUA in accordance with the Act.

30.6. Negotiable Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by two (2) persons appointed in writing by the Management Committee and all receipts for money paid to NSWBUA shall be signed, drawn accepted, endorsed or otherwise executed, as the case may be, by one (1) person appointed in writing by the Management Committee.

31. NOTICE

31.1. Manner of Notice

- (a) Notices may be given by the Secretary to any Member by sending the notice by post or facsimile transmission, or where available, by electronic mail, to the Members registered 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 and posting the notice. Service of the notice is deemed to have been effected two (2) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

31.2. Notice of General Meeting

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

31.3. Notice to Individual Members

Notice to Individual Members whether appropriate or required, shall be deemed given by notice being given to that Individual Member.

32. SEAL

32.1. Safe Custody of Seal

The Public Officer shall provide for safe custody of the seal.

32.2. Affixing the Seal

The seal shall only be used by authority of the Management Committee and every document to which the seal is affixed shall be signed by two (2) Members of the Management Committee or a Management Committee Member and the Secretary.

32.3. Management Committee Member's Interest

A Management Committee Member may not sign a document to which the seal of NSWBUA is affixed where the Management Committee Member is interested in the contract or the arrangement to which the document relates.

33. ALTERATION OF CONSTITUTION

- (a) this Constitution shall not be altered except by special resolution.
- (b) in addition there shall be no alteration or amendment to Rules 34 or 35 without the consent of the relevant minister or other authority under the Act.

34. INDEMNITY

34.1. Management Committee Members to be indemnified

Every Management Committee Member, auditor, employee or agent of NSWBUA shall be indemnified to the extent provided under the Management Committee Members and Officers Insurance Policy of NSWBUA (if any) against any liability incurred by him /her in his/her capacity as Management Committee Member, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him/her by the court.

34.2. NSWBUA to Indemnify

NSWBUA shall indemnify its Management Committee Members and employees to the extent provided under the Management Committee Members and Officers Insurance Policy of NSWBUA (if any) against all damages and costs (including legal costs) for which any such Management Committee Member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (a) In the case when a Management Committee Member performed or made whilst acting on behalf of and with the authority, expressed or implied of NSWBUA; and
- (b) In the case when an employee performed or made in the course of, and within the scope of his/her employment by NSWBUA.

35. WINDING UP

35.1. Winding Up of NSWBUA

Subject to this Rule NSWBUA may be wound up in accordance with the provisions of the Act.

35.2. Liability of Members

The liability of Members of NSWBUA is limited.

35.3. Members Contribution

Every Member of NSWBUA undertakes to contribute to the assets of NSWBUA in the event of it being wound up while a Member or within one year of ceasing to be a Member for payment of the debts and liabilities of NSWBUA contracted before the time at which he or she ceases to be a member and the costs, charges and expenses of winding up and for adjustment of the rights and contributors among themselves. Such amount as may be required not exceeding \$1.00.

35.4. Distribution of Property on Winding Up

If upon winding up or dissolution of NSWBUA there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed amongst the Members of

NSWBUA but shall be given or transferred to some body or bodies having objects similar to the objects of NSWBUA and which prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on NSWBUA by this Constitution and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of NSWBUA at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

36. AUTHORITY TO TRADE

NSWBUA is authorised to trade in accordance with the Act.

37. SOURCE OF FUNDS

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

38. APPLICATION OF INCOME

38.1. Income and Property Applied to Objects

Any income and property of NSWBUA shall be applied solely towards the promotion of the Objects of NSWBUA as set out in this Constitution.

38.2. No Income to Members Except those Prescribed in this Constitution

- (a) No portion of the income or property of NSWBUA 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 NSWBUA to any Member who holds any office of NSWBUA.
- (c) Despite the provisions of this clause nothing in this Constitution shall prevent the Management Committee authorising the reimbursement to Members or Management Committee Members of proper expenses incurred by them in the exercise of their duties and/or whilst acting for or on behalf of NSWBUA.

38.3. Payments in Good Faith

Nothing contained in 37.2 in Rule 37 shall prevent payment in good faith of or to any Member for:

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

- (e) any out of pocket expenses incurred by the Member on behalf of NSWBUA, or
- (f) any other reason

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