Government of South Australia
Office for Recreation, Sport and Racing

ASSOCIATION INCORPORATION ACT 1985 (SA)

ASSOCIATION OF SOUTH AUSTRALIAN BLIND SPORTING CLUBS

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ASSOCIATIONS INCORPORATION ACT 1985 (SA)

CONSTITUTION

of

ASSOCIATION OF SOUTH AUSTRALIAN BLIND SPORTING CLUBS INCORPORATED

1. NAME OF ASSOCIATION

This name of the Association is the “Association of South Australian Blind Sporting Clubs” hereinafter called “The Association” and referred to and marketed as “Blind Sports SA”.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Act 1985 (SA)*.

Annual General Meeting means a meeting held once a year and of the kind described in **clause 7**.

Appointed Director means a Director appointed under **clause 8**.

Blind means a person who is legally blind or has a vision impairment that meets eligible criteria to participate at state, national or International level sporting events.

Blind Sport means any sport or recreational activity involving blind or vision impaired participants.

Board means the body consisting of the Directors, who are effectively the management committee and who are entrusted to manage the affairs of the Association.

Club means a club which wishes to join as a member of the Association.

Constitution means this constitution of the Association.

Director means a member of the Board and includes Elected Directors and Appointed Directors and any person acting in that capacity from time to time appointed in accordance with this Constitution.

Elected Director means a director appointed under **clause 8**.

Executive Officer means the Executive Officer of the association for the time being appointed under this Constitution. Where the Club does not have an Executive Officer, the Sports Development Officer will, subject to confirmation by the Board, assume the functions of the Executive Officer under this Constitution.

Financial year means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

General Meeting means any general meeting of Members other than the Annual General Meeting or Special General Meeting.

IF means International Blind Sports Federation

Individual Member means a registered, financial member of the Association who is at least 16 years of age as at next AGM.

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 in the region.

Junior Member means a registered member of the club who is younger than 16 years of age as at next AGM.

Local Area means the geographical area for which the Club is responsible and as recognised by the Club.

Life Member means an Individual Member appointed as a life member of the Club under **clause 5.3**.

Meeting means either an Annual General Meeting, Special General Meeting or General Meeting

Member means a member for the time being of the Club under **clause 5**.

NSO means Blind Sports Australia

Objects means the objects of the Club in **clause 3**.

Regulations means any regulations made by the Board under **clause 10.4**.

RSO means the regional sporting association that conducts and manages competitions in the Sport.

Seal means the common seal of the Club.

Special General Meeting means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

Special Resolution means a special resolution defined in the Act.

SSO means the Blind Sports SA.

2.2 Interpretation

In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include other genders;

(e) references to persons include corporations and bodies politic;

(f) references to a person include the legal personal representatives, successors and permitted assigns of that person;

(g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);

(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; and

(i) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a vote at a General Meeting, which decision shall be final and conclusive.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

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

3. OBJECTS OF THE ASSOCIATION

The objects of the Club are, within the Local Area and South Australia generally (where applicable), to:

(a) conduct, encourage, promote, advance, develop and administer the Association and sport and recreational opportunities for persons who are blind or vision impaired.

(b) act, at all times, on behalf of and in the interest of the Members of the Association

(c) act as an advisory resource for individual, group and Governmental inquiries regarding recreational and sporting activities for people as defined in Clause 3(a).

(d) encourage participation in State and National Championships as endorsed by the Association.

(e) promote competition at all levels in any sport, both within and outside Australia, for people who are blind or vision impaired

(f) provide information and rules relating to any sport, for the blind or vision impaired, not currently conducted in Australia, and to circulate such information and rules to Member Clubs.

(g) provide support for submissions from any Member Club and where approved by the Committee forward to Government and other organisations as required.

(h) strive for Government, commercial and public recognition of the Association in an effort to attain the better supply of recreational and sporting activities for people as defined in Clause 3(a).

(i) affiliate and otherwise liaise with the NSO and comply with the constitutions, regulations and rules of this body to further these Objects;

(j) adopt, distribute and implement such policies as may be developed by the Association or the NSO, including Member protection, anti-doping, health and safety, player and child welfare, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;

(k) abide by, promulgate, enforce and secure uniformity in the application of the rules of relevant Sports;

(l) advance the operations and activities of the Association;

(m) maintain and enhance the reputation of the Association and the standards of play and behaviour of participants in relevant Sports;

(n) promote at all times mutual trust and confidence between the Association, Clubs, relevant Sports, the NSO and the Members in pursuit of these Objects;

(o) promote the economic and community service success, strength and stability of the Association, the members and their sport and recreational activities in South Australia.

(p) use and protect the Intellectual Property appropriately;

(q) pursue such commercial arrangements, including sponsorship, marketing and fundraising opportunities, as are appropriate to further the interests of the Association;

(r) have regard to the public interest in the operations of the Association;

(s) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;

(t) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve; and

(u) promote the health and safety of Members and all other participants in the relevant Sports.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act, namely to:

(a) acquire, hold, deal with, and dispose of, any real or personal property;

(b) administer any property on trust;

(c) open and operate ADI accounts;

(d) invest its moneys —

(i) in any security in which trust moneys may, by Act of Parliament, be invested; or

(ii) in any other manner authorised by the rules of the Club;

(e) borrow money upon such terms and conditions as the Club thinks fit;

(f) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;

(g) appoint agents to transact any business of the Club on its behalf; and

(h) enter into any other contract it considers necessary or desirable.

(i) subscribe to become a member of and co-operate with any other Association, Club or Organisation, whether incorporated or not, whose objects are altogether or

in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any Club, Association or Organisation which does not prohibit the distribution of its income and property among its members

(j) appoint, employ, remove or suspend such staff and volunteers, as may be necessary or convenient for the purpose of the Association.

(k) remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the Incorporated Association, or in or about the Incorporated Association or promotion of the Incorporated Association or in the furtherance of its objectives.

(l) invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit.

(m) take, or otherwise acquire, and hold shares debentures or other securities of any company or body corporate.

(n) In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and tights of the Association.

(o) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.

(p) print and publish any newspapers, periodicals, and books or leaflets that the Association may think desirable for the promotion of its objects.

(q) do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

(r) Become liable for such subscriptions, fees or levees that may be fixed by the Board.

(s) Lodge with the National Executive Director of the Association a copy of its own Constitution, Rules and/or By-Laws.

(t) The board may appoint a Sports Sub Committee, Chaired by a Board Member and consisting of one delegate for each active association sport. The Chair will be nominated and appointed by the Board, and be responsible to the board for the sports subcommittee.

(u) If an Executive Director is appointed they will be a member of the Board ex officio and will not be entitled to vote.

(v) At the Annual General Meeting of the Association elections shall be held for any Director who has completed a two-year term of office, who shall then retire but can be eligible for re-election for a further term.

(w) Each Director shall be elected at an Annual General Meeting of the Association for a term of two (2) years with four (4) members elected in the even years and three (3) members elected in the odd years.

5. MEMBERSHIP

5.1 Categories of Members

The Members of the Club shall consist of:

(a) **Individual Members**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;

(b) **Junior Members**, who subject to this constitution, shall have no right to receive notice of Meetings and no right to be present or debate or vote at Meetings;

(c) **Life Members**, who subject to this constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings

(d) **Club Members**, a club, or sporting body representing or supporting blind sports or individuals, who subject to this constitution, shall have the right to receive notice of Meetings and to be present, to debate and entitled to 1 vote at Meetings

(e) **Corporate Members**, a business, or organisation, which by way of payment of a membership fee from time to time determined by the Board will attain membership of the Association in a non-voting supportive capacity.

(a) **Family Membership** – Membership for a family can consist of any number of individual members residing within a single household.

(b) such new categories of Members as may be created by the Board. Any new category of Member created by the Board cannot be granted voting rights without the approval of the Club in a Meeting.

5.2 Life Members

(a) Life membership is the highest honour that can be bestowed by the Association for longstanding and valued service to the Association or to relevant Sports in South Australia.

(a) An Honorary Life Member shall be a member, who by virtue of long and faithful or otherwise meritorious service, shall be honoured by the Association membership by the award of Honorary Life Membership with a minimum of ten (10) years' continuous service to the Association.

(b) Any Member may recommend a person for Life Membership by notice in writing to the Board as detailed in the Regulations.

(c) A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Board.

(d) A Life Member has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings.

(e) A Life Member cannot be required to pay fees or subscriptions (other than fees that are required to be paid by a participant in the Sport in his or her capacity as a participant in the Sport).

5.3 Application for Membership

(a) Subject to this **clause 5**, an applicant candidate for membership must apply to the Board in writing.

(b) The application must:

(i) be in a form approved by the Board;

(ii) contain full particulars of the name and address and contact details of the applicant;

(iii) identify the category of membership for which the applicant is applying; and

(iv) contain any other information prescribed by Regulation for an application for membership in that category.

(v) Payment of relevant membership fee

5.4 Discretion to Accept or Reject Application

(a) The Club may accept or reject an application for membership whether or not the applicant has complied with the requirements in this **clause 5**. The Club shall not be required or compelled to provide a reason for accepting or rejecting the application.

(b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Executive Officer or designated representative shall amend the register accordingly as soon as practicable.

(c) Where the Club rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

5.4 Renewal

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

5.5 Deemed Membership

(a) All Members which or who are, prior to the operation of this Constitution, Members of the Club, shall be deemed Members from the time of the operation of this Constitution.

(b) Members shall provide the Club with such details as are reasonably required by the Club under this Constitution within one month of the operation of this Constitution.

(c) Any Members of the Club, prior to the operation of this Constitution, who are not deemed Members under **clause 5.5(a)** shall be entitled to carry on such functions equivalent to their previous functions as are provided for under this Constitution.

5.6 Obligations of Members

Each Member must:

(a) treat all staff, contractors and representatives of the Association, clubs, any RSO, the SSO, the NSO and all those involved with blind sports with respect, decency and courtesy at all times;

(b) maintain and enhance the standards, quality and reputation of the Association, Club, the RSO, the NSO and blind sports;

(c) not act in a manner:

(i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Association, clubs, any RSO, the SSO, the NSO and all those involved with blind sports; or

(ii) that is likely to bring the Association, clubs, any RSO, the SSO, the NSO and all those involved with blind sports into disrepute or which might adversely affect or derogate from the standards, quality and reputation of Association, clubs, any RSO, the SSO, the NSO and all those involved with blind sports and its maintenance and development; and

(d) recognise the Club as the authority for the Sport in the local area and the RSO as the authority for the Sport in the region and the Association as the authority for the Sport in South Australia and the NSO as the authority for the Sport nationally;

(e) adopt and implement such policies as may be developed by the association;

(f) have regard to the Objects in any way pertaining to Blind Sport;

5.7 Club to Keep Register

Subject to the Act, confidentiality considerations and privacy laws:

(a) the Club must keep and maintain a register of Members, which shall contain, at least;

(i) the full name, address, category of membership and date of entry to membership of each Member and Director; and

(ii) where applicable, the date of termination of membership of each previous Member.

(b) the Register may contain such other information as the Board considers appropriate;

(c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and

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

5.8 Inspection of Register

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members who make a reasonable request for a proper purpose.

5.9 Use of Register

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

5.10 Effect of Membership

Members acknowledge and agree that:

(a) this Constitution forms a contract between each of them and the association and that they are bound by this Constitution and the Regulations and policies of the Association (as well as the constitutions, regulations and policies of the RSO, the SSO and the NSO, where applicable);

(b) they shall comply with and observe this Constitution and the Regulations and policies of the Association and also any determination, resolution or decision, which may be made or passed by the Board or other entity with delegated authority on behalf of the Club;

(c) by submitting to this Constitution and the Regulations and policies of the association, they are subject to the jurisdiction of the Association, Club, the RSO, the SSO and the NSO (where applicable);

(d) the Constitution and the Regulations and policies of the association are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Region and South Australia; and

(e) they are entitled to all benefits, advantages, privileges and services of being a Member of the Club.

5.11 Resignation of Membership

(a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club, subject to the clauses below.

(b) Once the Club receives notice of resignation of membership given under this **clause 5.13**, it must make an entry in the register that records the date on which the Member who or which gave notice ceased to be a Member.

5.12 Discontinuance of Membership for Breach

(a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.

(b) Membership shall not be discontinued by the Board under **clause 5.14(a)** without the Board first giving the relevant Member sufficient opportunity to explain the breach and/or remedy the breach.

(c) A Member may not be expelled unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally.

(d) Where a Member fails, in the Board's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 5.14(a).** The Club shall give written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.14** as soon as practicable.

5.13 Member to Re-Apply for Membership

A Member whose membership has been discontinued under **clauses 5.13 or 5.14**:

(a) may seek renewal or re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted as a Member at the discretion of the Board.

5.14 Forfeiture of Rights

(a) A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property.

(b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

5.15 Membership May be Reinstated

Membership which has been discontinued under this **clause 5** may be reinstated at the discretion of the Board, with such conditions of membership as the Board deems appropriate.

5.16 Refund of Membership Fees

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

5.17 Subscriptions and Fees

(a) The Board may:

(i) fix annual membership subscriptions;

(ii) fix such other fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the association; and

(iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Association.

(b) The Board may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.

(c) The Board may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.

(d) On admission to membership, a new Member must pay the current full year's subscription unless the Board agrees to accept payment in instalments.

(e) The Board may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Board is satisfied that there are special reasons to do so.

6. DISCIPLINE AND DISPUTE RESOLUTION

6.1 Regulations

(a) The Board may make Regulations governing the hearing and determination of internal disputes, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or any other matter involving the enforcement of this Constitution or the Regulations or policies of the Club against Members or participants or the Club (including, but not limited to, matters which involve Members acting in a manner unbecoming of a Member or prejudicial to the Objects or interests of the Club and/or Sport or Members bringing other Members, the Club and/or Sport into disrepute).

(b) A Regulation made under this **clause 6.1** may:

(i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 6.1**;

(ii) prescribe penalties for breaches of this Constitution or the Regulations or policies of the Club;

(iii) invest a judiciary committee or tribunal with power to impose penalties; and

(iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 6.1**.

(c) Despite any Regulation made under this **clause 6.1**, and unless otherwise specified, the Board may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

6.2 Natural Justice and Procedural Fairness

(d) All proceedings relating to matters falling under **clause 6.1** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.

6.3 Process

(e) The dispute resolution procedure set out in this clause applies to disputes between a Member and:

(i) another Member; or

(ii) the Association.

(f) Any disputes between Members and other Clubs or the RSO or the SSO are to be dealt with by the RSO, the SSO or NSO, where applicable.

(g) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is involved in the dispute.

(h) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.

(i) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days after the scheduled meeting, refer the dispute to the Association or the State Sport Dispute Centre (if applicable to the Club) to resolve the dispute in accordance with **clause 6.1**.

(j) The Committee may prescribe additional grievance procedures in Regulations under **clause 6.1**.

7. MEETINGS

7.1 Types

The Meetings that can be convened where Members have the opportunity to express opinions and vote on various matters are:

(a) General Meetings - which may be held on a regular basis;

(b) Annual General Meeting - which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board; and

(c) Special General Meeting – which are special meetings that are convened to discuss extraordinary issues.

7.2 Attendance

Unless this Constitution expressly provides otherwise, Members (including the Board) and the auditor are entitled to attend Meetings but only Members are entitled to vote at Meetings.

7.3 Notice

(a) Notice of Meetings must be given to Members and the auditor by the means authorised in **clause 10.5**.

(b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.

(c) At least twenty-one (21) days' notice of a Meeting must be given to those Members entitled to receive notice, together with:

(i) the agenda for the Meeting; and

(ii) any notice of motion received from Members entitled to vote.

7.4 Business

(a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to, the consideration and approval of financial and other accounts and the reports of the Board (and those of any auditors), the election of Directors and auditors and any amendments to this Constitution.

(b) All business that is discussed at a Special General Meeting or an Annual General Meeting, other than those matters referred to in **clause 7.4(a)**, is special business.

(c) No business other than that stated on the notice for an Annual General Meeting or Special General Meeting may be discussed at those meetings.

(d) Special or other business can be tabled without notice at a General Meeting.

7.5 Notices of Motion

Members entitled to vote may submit notices of motion for inclusion as special business at a Meeting. All notices of motion must be submitted in writing to the CEO not less than fourteen (14) days prior to the Meeting.

7.6 Quorum

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 7.8(b)(ii)**, a quorum for Meetings is 33% of Affiliate Members.

7.7 Chairperson to Preside

(a) The chairperson of the Board will, subject to this Constitution, preside as chairperson at every General Meeting except:

(i) in relation to any election for which the chairperson of the Board is a nominee; or

(ii) where the chairperson of the Board has a conflict of interest.

(b) If the chairperson of the Board is not present or is unwilling or unable to preside, the Members present must appoint another Director to preside as chair for that General Meeting only.

7.8 Adjournment

(a) If within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines.

(b) If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the adjourned Meeting:

(i) if the Meeting was convened on the requisition of Members under **clause 7.14**, the Meeting will lapse and will not be adjourned or reconvened; and

(ii) in any other case, those Members present will constitute a quorum.

(c) The chairperson may, with the consent of any Meeting at which a quorum is present, and must, if directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

(d) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of an original Meeting.

(e) Except as provided in **clause 7.8(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

7.9 Voting Procedure

(a) At any Meeting a resolution put to the vote of the Meeting will be decided on a show of hands unless a poll is (before the show of hands) demanded by:

(i) the chairperson; or

(ii) a simple majority of Members present at the General Meeting.

(b) Each Member is entitled to one (1) vote at Meetings.

(c) If any Member shall be unfinancial, no vote on behalf of that member on any question or policy shall be valid.

(d) The chairperson may not exercise a casting vote at Meetings.

7.10 Proxy Voting

(a) A Member shall be entitled to appoint in writing a natural person who is also a Member of the Association to be their proxy and attend and vote at any Meeting of the Association.

(b) Any such notice shall be received by the Administrative Officer prior to the commencement of the meeting.

7.11 Recording of Determinations

A declaration by the chairperson that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

7.12 Special General Meetings

(a) The Board may, whenever it thinks fit, convene a Special General Meeting of the Club.

7.13 Requisition of Special General Meetings by Affiliate Members

(a) On the requisition in writing of not less than 5% of the total number of Members, the Board must, within one month after the receipt of the requisition (and provided notice is given in accordance with **clauses 7.3 and 10.5**), convene a Special General Meeting for the purpose specified in the requisition.

(b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.

(c) If the Board does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.

(d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the association.

8. MANAGEMENT

8.1 Deemed Board

The Members of the administrative or governing body (by whatever name it is called) of the association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution, and thereafter the positions of Board shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

8.2 General powers of Board

(a) The Board constitutes the Committee for the purposes of the Act.

(b) Subject to the Act and this Constitution, the business and affairs of the Association must be managed by the Board, which may exercise the powers of the Association for that purpose.

(c) The Board must perform its functions in the pursuit of the Objects and in the interests of the Association and Members as a whole, having regard to the Association's position and role in the structure and reputation of Blind Sport in the Region and South Australia.

(d) The Board may not cause the association to disaffiliate from the RSO or SSO or NSO or Blind Sport in any way unless decided by resolution of the Members at a Meeting.

(e) It is the function of the Board to determine the policy of the Association. Such policy shall be deemed to continue in force and operation until varied, added to, or modified by the Board itself. In addition, it shall:

(f) Disseminate information on sports to all Members.

(g) Foster coaching clinics and research related to the involvement of the blind in sports.

(h) Follow other related matters as Board considers will foster the involvement of persons who are blind or vision impaired in sport.

(i) The Board may, from time to time, allocate to its members additional portfolio responsibilities.

(j) The Board may from time to time establish Sub-committees

8.3 Composition of the Board

The Board will comprise of:

(a) up to seven (7) Elected Directors who must all be Members and who shall be elected under **clause 8.6**; and

(b) up to two (2) Appointed Directors who need not be Members and who may be appointed under **clause 8.8**.

(c) The Executive Officer is ex-officio, a member of the Board (without voting rights) and any sub-committees which may be established by the Board from time to time.

8.4 Portfolios

The Board may allocate portfolios to Directors.

8.5 Nominations for Elected Directors

(a) The Board must call for nominations for Elected Directors at least forty-nine (49) days prior to the Annual General Meeting.

(b) The Board may, when it calls for nominations, indicate which portfolios on the Board it wishes to fill, the job descriptions for those portfolios and the qualifications or experience it considers desirable for those portfolios.

8.6 Form of Nominations

Nominations must:

(a) be in writing;

(b) be in the prescribed form (if any) provided for that purpose;

(c) be signed by the nominee;

(d) disclose any position the nominee holds in the Club, including as an officer, a participant, a Delegate or an employee; and

(e) be delivered to the Club not less than twenty-eight (28) days before the date fixed for the Annual General Meeting.

8.7 Elections

(a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the Annual General Meeting.

(b) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting.

(c) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

(d) If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 8.13**.

(e) If a person nominated at the Annual General Meeting is not approved by the majority of Members under **clause 8.7(a)**, he or she will not be entitled to take office until approved by the Members at an Annual General Meeting.

8.8 Term of Appointment for Elected Directors

(a) Directors elected under **clause 8** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors, Elected Directors shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the second Annual General Meeting following.

(b) At least half of the Elected Directors shall retire in each odd year and the balance of the Elected Directors shall retire in each even year until, after two (2) years the original elected Directors have all retired.

(c) The sequence of retirements under **clause 8.8(b)**, which is designed to ensure rotational and staggered terms, shall be determined by the Board.

(d) Following the adoption of this Constitution, no person who has served as an Elected Director or Appointed Director for a period of ten (10) years shall only be eligible for election as an Elected Director at the discretion of the existing board.

(e) If the law requires the Elected Director to have a particular qualification or clearance (for example, police clearance), the Elected Director's term will not begin until the qualification or clearance has been established.

8.9 Appointment of Appointed Directors

The Elected Directors may appoint up to two (2) Appointed Directors, at their sole discretion.

8.10 Qualifications for Appointed Directors

In appointing Appointed Directors, the Elected Directors should have regard to which personal and professional skills, diversity (including, but not limited to gender, ethnicity and age) and experience the Elected Directors believe will complement the Board composition.

8.11 Term of Appointment

The term of office of each Appointed Director must be fixed by the Elected Directors at the time of the Appointed Director's appointment but it cannot exceed one (1) year.

8.12 President

The Board shall appoint a President from amongst its Elected Directors. The President shall be the nominal head of the Club and will act as chair of any Board meeting at which they are present. If the chairperson is not present or is unwilling or unable to preside at a Board meeting, the remaining Directors shall appoint another Director to preside as chair for that meeting only.

8.13 Casual Vacancies

Subject to **clause 8.7** any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director’s term under this Constitution.

8.14 Duties of Directors

In accordance with Division 3A of the Act, Directors must:

(a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;

(b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;

(c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and

(d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

8.15 Grounds for Termination of Director

(e) The office of a Director becomes vacant if the Director:

(i) dies;

(ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(iii) suffers from mental or physical incapacity;

(iv) cannot obtain or retain office under section 30 of the Act;

(v) resigns his or her office by notice in writing to the Club;

(vi) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;

(vii) holds any office of employment with the Club;

(viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);

(ix) in the case of an Appointed Director, is removed from office by the Elected Directors;

(x) is removed by the Members in General Meeting; or

(xi) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

(f) If a Director is removed by resolution of the Members, the Director cannot be reappointed to the Board as an Appointed Director without a further resolution of Members authorising the appointment.

8.16 Board May Act

If there are any vacancies on the Board, 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 a quorum.

8.17 Board to Meet

(a) The Board must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Board may adjourn and otherwise regulate its meetings as it thinks fit.

(b) Any Director may at any time convene a meeting of the Board on reasonable notice to the other Directors.

8.18 Decisions of Board

(a) Subject to this Constitution, questions arising at any meeting of the Board may be decided by resolution of the Directors. Each Director has one (1) vote on any question.

(b) The President, or in his absence, an acting President, shall have the casting vote if required as well as a deliberative vote.

8.19 Circulatory Resolutions

(a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or assented by one (1) or more of the Directors.

(b) A resolution may not be passed under **clause 8.19(a)** if, before it is circulated for voting under **clause 8.19(a)** the Board resolves that it can only be put at a meeting of the Board.

(c) A resolution passed under this clause must be recorded in the minute book.

8.20 Resolutions not in Meeting

(a) Without limiting the power of the Board to regulate its meetings as it thinks fit, and subject to **clause 8.21**, a meeting of the Board may be held where one or more of the directors 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 Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person;

(iii) if a failure in communications prevents **clause 8.20(a)(i)** from being satisfied by the number of Directors which constitutes a quorum (**clause 8.21**), and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 8.20(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and

(iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there in person. If no Director is there

in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

8.21 Quorum

(a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is:

(i) if the number of Directors then in office is an even number, half of the number of Directors plus one; or

(ii) if the number of Directors then in office is an odd number, half of the number of Directors rounded up to the next whole number.

(b) The President of the Club will act as chairperson of any Board meeting or Meeting at which he or she is present and unless the Board decides otherwise, is the nominal head of the Club. If the President is not present or is unwilling or unable to preside at a Board meeting, the remaining Directors must appoint another Director to preside as chair for that meeting only.

8.22 Conflict of Interest

(c) The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.

(a) A Director shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted.

(b) In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

8.23 Disclosure of Interests

(a) The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. If a Director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the Director becomes interested.

(b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

8.24 General Disclosure

A general notice stating that a Director is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration under **clause 8.23.** After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

8.25 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 8.22, 8.23** and/or 8**.24** must be recorded in the minutes of the relevant Meeting.

8.26 Delegations

(a) **Board May Delegate Functions**

The Board may, by instrument in writing, create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions. The Board will also determine what powers these entities are given.

(b) **Delegation by Instrument**

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

(i) this power of delegation; and

(ii) a function imposed on the Board or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Club in a Meeting.

(c) **Delegated Function Exercised in Accordance with Terms**

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

(d) **Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board. The entity exercising delegated powers shall make decisions in accordance with the Objects. It shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

(e) **Delegation May be Conditional**

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

(f) **Revocation of Delegation**

By instrument in writing, the Board may at any time revoke wholly or in part any delegation made under this clause and it may amend or repeal any decision made by such body or person under this clause.

8.27 Seal

(a) The association will have a Seal on which its corporate name appears in legible characters.

(b) The Seal may not be used without the express authorisation of the Board and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Directors or by one Director and another person authorised by the Board for that purpose.

8.28 Appointment of Staff

(a) The Board shall as required appoint employees to undertake the direct business of the association and determine management reporting structure.

(b) An EO may be appointed by the Board for such term and on such conditions as the Board thinks fit.

(c) In the absence of an EO the board will determine the staff member to perform this role

(d) The exercise of those powers and authorities, and the performance of those duties, by the EO are subject at all times to the control of the Directors.

(e) Subject to the terms and conditions of the appointment, the Directors may suspend or remove the EO from that office.

(f) The Directors may delegate to the EO 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 Club. The delegation will include the power and responsibility to:

(i) 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;

(ii) manage the financial and other reporting mechanisms of the Club;

(iii) approve and incur expenditure subject to specified expenditure limits;

(iv) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Club;

(v) prepare agendas for Board and General Meetings;

(vi) attend all Board and General Meetings;

(vii) report regularly on the activities of, and issues relating to, the association;

(viii) in consultation with the Board, employ such personnel as are deemed necessary or appropriate from time to time; and

(ix) have any other powers and responsibilities which the Directors consider appropriate to delegate to the EO.

(g) The EO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Club, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

8.29 Appointment of Secretary

(a) There must be at least one Secretary who is to be appointed by the Directors.

(b) The Directors may suspend or remove a Secretary from that office.

(c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

9. RECORDS AND ACCOUNTS

9.1 Accounts to be Kept and Distributed

(a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.

(b) The Directors will cause proper accounting and other records to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.

(c) The Club must lodge with the Corporate Affairs Commission such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations (Clubs Incorporation Regulations 2008) may require.

9.2 Transaction Accounts

(d) The Association shall open and keep at least one transaction account as the Board may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Association.

(e) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Association, except the petty cash account, unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Board for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Board.

(f) A petty cash account may be opened in the name of the Association to allow for withdrawal of daily administration expenses, by any single person appointed by the Board for such purposes. Funds within this account may not exceed $2000 at the close of any day of business, without prior approval by the board.

9.3 Auditor

(a) When the association is a non-prescribed association the association shall prepare and make available to the Members an annual financial report comprising; an annual profit and loss statement, a balance sheet, a statement of cash flows and a directors' report.

(b) If & when required by the association incorporation regulations 2008 or amendments to subsequent acts the following may become applicable.

(c) 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 Act.

(d) The following people may not be appointed as an auditor:

(i) an officer of the Club, including a Director (and any partners, employers or employees of officers); or

(ii) an employee of the Club, including the CEO (and any partners, employers or employees of employees).

(e) The auditor may be removed by the Directors.

(f) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.

(g) The auditor must provide the Board with reports that comply with the Act with sufficient time for the Board to lay such material before the Members as and when required (including for the Annual General Meeting).

(h) The reasonable fees and expenses of the auditor are payable by the Club.

9.4 Application of Income

(a) The income and property of the association shall be applied solely towards the promotion of the Objects.

(b) Except as prescribed in this Constitution or the Act:

(i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and

(ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

(c) Nothing in **clauses 9.4(a)** or **9.4(b)** shall prevent payment to any Member for:

(i) any services actually rendered to the Club whether as an employee, Director or otherwise; or

(ii) goods supplied to the Club in the ordinary and usual course of operation;

(iii) interest on money borrowed from any Member;

(iv) rent for premises demised or let by any Member to the Club; or

(v) any out-of-pocket expenses incurred by the Member on behalf of the Club.

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

10. ADMINISTRATION

10.1 Winding Up

The Association may be wound up in a manner provided for in the Act.

10.2 Distribution of Assets and Property on Winding Up

(a) If upon winding up or dissolution of the Association, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the Objects of the association.

(b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.

(c) The organisation(s) is to be determined by the Members in a Meeting at or before the time of dissolution. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

10.3 Amendment of Constitution

This Constitution shall not be amended except by Special Resolution.

10.4 Regulations

(a) **Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association and the advancement of the purposes of the Association and Blind Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with the Constitution, the constitutions of the RSO, SSO or NSO (and any regulations made by them) and any policy directives of the Board.

(b) **Regulations Binding**

All Regulations are binding on the Association and all Members.

(c) **Regulations Deemed Applicable**

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

(d) **Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Executive Officer. The matters in the bulletins are binding on all Members.

10.5 Notice

(a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or facsimile transmission or, where available, by electronic mail (email) to the Member's registered address or facsimile number or email address. Notices to Delegates will be sent to the last notified address, facsimile number or email address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected six (6) 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 email, service of the notice shall be deemed to be effected the next business day after it was sent.

(e) Notices given to the Club are subject to **clauses 10.5(a), (b), (c)** and **(d)**.

10.6 Patrons and Vice Patrons

At a General Meeting, the Club, on the recommendation of the Board, may annually appoint a chief patron and the number of patrons, as it considers necessary. This is subject to approval of that person or persons.

10.7 Indemnity

(a) The Directors of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director in defending any proceedings, whether civil or criminal.

(b) The Club shall indemnify its Directors against all damages and losses (including legal costs) for which any such Director may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

10.8 Authority to Trade

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

10.9 Transitional Provisions

(a) **Continuing Membership**

Each Member that is a Member of the Association on the day on which this Constitution is adopted will automatically be admitted to membership as a Member.

(b) **Directors**

For the purpose of determining when the term ends for each Director in office on the day on which this Constitution is adopted, time served in the Director's current term will be counted as if this Constitution had been in place at the commencement of that term.

(c) **Regulations deemed applicable**

All rules, by-laws, policies and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with, or have been replaced by this Constitution.

10.10 Status and Compliance of association

(a) **Recognition of association**

The Association is a member of Blind Sports Australia and is recognised by Blind Sports Australia as the entity responsible for the delivery of Blind Sport in the local area. Subject to compliance with this Constitution and the constitutions of the Blind Sports Australia and the Association shall continue to be so recognised and it shall administer Blind Sport in the local area in accordance with the Objects.

(b) **Constitution of the Association**

This Constitution will clearly reflect the objects of the Blind Sports Australia and will conform to the constitution of the Blind Sports Australia, subject always to the Act.

(c) **Operation of Blind Sports Australia and Blind Sports SA Constitution**

(i) The Association will take all reasonable steps to ensure this Constitution conforms to the constitution of the Blind Sports Australia subject always to the Act; and

(ii) The Association shall provide a copy of this Constitution and all amendments to this Constitution to Blind Sports Australia. The Association acknowledges and agrees that the Blind Sports Australia has power to veto any provision in its Constitution which, in the opinion of Blind Sports Australia and acting reasonably, is contrary to the Objects of Blind Sports Australia.

Constitution Version Control

Date	Clauses amended	Description of change	General Meeting Date
08/04/2019	Entire Constitution		08/04/2019