



Constitution

Banki Haddock Fiora, 22 January 2020

Reining Australia Incorporated
ARBN 635 643 159

Incorporated in NSW with limited liability

© Copyright

Contents

REINING AUSTRALIA INCORPORATED - CONSTITUTION	3
1. NAME OF ASSOCIATION	3
2. DEFINITIONS AND INTERPRETATION	3
3. OBJECTS AND POWERS OF THE ASSOCIATION	5
4. FUNDS OF THE ASSOCIATION	7
5. MEMBERS	8
6. AFFILIATION	9
7. REGISTER OF MEMBERS	10
8. EFFECT OF MEMBERSHIP; LIABILITY OF MEMBERS	11
9. DISCONTINUANCE OF MEMBERSHIP	12
10. DISCIPLINE	13
11. FEES, SUBSCRIPTIONS, LEVIES AND OTHER MONEYS	14
12. DIRECTORS	14
13. REMOVAL OF DIRECTORS	17
14. CEASING TO BE A DIRECTOR	18
15. CONDUCT OF DIRECTORS	18
16. COMPOSITION OF THE BOARD	19
17. DELEGATONS	21
18. BOARD MEETINGS	22
19. REGULATIONS	25
20. ANNUAL GENERAL MEETINGS	27
21. SPECIAL GENERAL MEETINGS	27
22. NOTICE OF GENERAL MEETINGS	27
23. BUSINESS OF GENERAL MEETINGS	28
24. NOTICES OF MOTION	28
25. PROCEEDINGS AT GENERAL MEETINGS	28
26. VOTING AT GENERAL MEETINGS	30
27. WINDING UP	30
28. INDEMNITY	30

29. ADOPTION AND AMENDMENTS OF CONSTITUTION 31
30. NOTICES..... 31

REINING AUSTRALIA INCORPORATED - CONSTITUTION

1. NAME OF ASSOCIATION

The name of the Association is Reining Australia Incorporated, an incorporated association incorporated under the *Associations Incorporation Act 2009* (NSW).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

“Act” means the *Associations Incorporations Act 2009* (NSW).

“Affiliate” means a regional affiliate entity, which is a Member, or is otherwise affiliated with the Association.

“Annual General Meeting” means the annual general meeting of the Association held in accordance with the Act and this Constitution.

“Association” means Reining Australia Incorporated, incorporated under the Act in NSW with limited liability with registration number ARBN 635 643 159

“Board” means the board of Directors.

“Constitution” means this constitution.

“Director” means a director of the Association.

“Executive Director” means each Executive Director of the Association for the time being appointed under this Constitution. The Executive Directors consist of President, Vice President, Secretary and Treasurer and will be elected by the Board.

“Financial Year” means the year ending on the next 31 December following incorporation and thereafter a period of 12 months commencing on 1 January ending on 31 December each year.

“General Meeting” means the annual or any special general meeting of the Association.

“Honorary Member” means an individual appointed as an Honorary Member of the Association under clause 5.

“Intellectual Property” means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films), service marks, confidential information and all associated rights relating to the Association or any activity of or conducted, promoted or administered by the Association in Australia.

“Member” means a member for the time being of the Association under clause 5.

“NRHA” means the National Reining Horse Association and is the international body for the sport of reining.

“Objects” means the objects of the Association in clause 3.

“Region” means a geographical region identified or designated by the Board.

“Register” means a register of Members kept and maintained in accordance with clause 7 and the Act.

“Regulations” mean any Regulations made by the Board under clause 19.

“Special Resolution” means a special resolution defined in the Act.

2.2 Interpretation

(a) Unless the context otherwise requires a word that denotes:

(i) the singular denotes the plural and vice versa;

(ii) any gender denotes the other genders; and

(iii) a person includes a natural person, a body corporate, partnership, society and association.

(b) Unless the context otherwise requires a reference to:

(i) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;

(ii) any other instrument where amended or replaced means that instrument as amended or replaced; and

(iii) a thing or amount is a reference to the whole and each part of it.

(c) In this Constitution:

(i) clause headings are for convenience only and do not affect interpretation; and

(ii) “includes” is not a word of limitation.

(d) A reference to a “business day” means a day on which banks are open for normal trading in **any state**, not being a Saturday, Sunday or public holiday.

(e) Where a period of time is specified and is to be calculated before or after a given date, act or event, it must be calculated without counting that date or the date of that act or event.

(f) A provision of this constitution, except any time specified for deposit of proxies with the Association, which has the effect of requiring anything to be done on or by a date that is not a business day, must be interpreted as if it required it to be done on or by the next business day.

3. OBJECTS AND POWERS OF THE ASSOCIATION

3.1 The Association is established solely to carry out the Objects. The Objects of the Association are to:

- (a) promote, encourage, advance and administer reining in Australia;
- (b) develop suitable and proper standards of performance and judging intended to govern all reining horse contests approved by the Association;
- (c) assemble and develop information to provide contestants and spectators a better understanding of a proper performance of the reining horse in the show arena;
- (d) maintain a point score system for end of year awards gained by horses shown at approved Association contests.
- (e) hire, rent or otherwise acquire suitable premises to conduct functions and contests run by the Association;
- (f) at all times, act on behalf of, and in the public interest of, the community, the Members and the Association;
- (g) further develop the Association into an organised institution and with these Objects in view, to foster, regulate, organise and manage competitions, displays and other activities and to issue and award trophies to successful Members;
- (h) act as arbiter (as required) on all matters pertaining to the conduct of the sport of reining in Australia and the Association, including disciplinary matters;
- (i) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the Association;
- (j) adopt and implement such policies as may be developed by NRHA, including (as relevant and applicable) member protection, anti-doping, health and safety, Youth reining, infectious diseases and such other matters as may arise as issues to be addressed in the Association;
- (k) represent the interests of the Association and its Members generally in any appropriate forum in Australia;
- (l) provide services to Members for the purpose of any of the Objects, and such other services as may be specified in the regulations of the Association;
- (m) for the purpose of any of these objects, to buy, sell and deal in all kinds of animal apparatus and all kinds of provisions, liquid and solid, required by the Members or persons attending the Association premises or Association organised or approved events;

(n) enter into any arrangements with any government or authority, municipal, local, or otherwise that may seem conducive to any of these Objects, to obtain from any such government or authority any rights, privileges and concessions which the Association considers is desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(o) appoint, employ, remove or suspend such officers, employees, contractors and other persons as may be necessary or convenient for the purposes of the Association;

(p) construct, improve, maintain, develop, work, manage, carry out, alter or control any house, buildings, grounds, works or conveniences which the Association considers may advance the Association's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration, or control of them;

(q) invest and deal with the money of the Association not immediately required in such investments, whether authorised by law for the investment of trust funds or not, as the Directors may think fit, and to vary and transpose such investments;

(r) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(s) for the purpose of any of these Objects, to sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Association;

(t) take or hold mortgages, liens and security interests to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Association's property sold by the Association or any money due to the Association from purchasers and others;

(u) take any gift of real or personal property, gift or money, whether subject to any special trust or not, for any of these objects, provided that if the Association takes or holds any property which may be subject to any trusts, the Association may only deal with the property in such manner as is allowed by law having regard to such trusts;

3.2 An application for registration of a change in the Association's name, Objects or Constitution in accordance with section 10 of the Act is to be made by the public officer or a Director.

3.3 Solely for furthering the Objects, the Association has the legal capacity and powers set out in section 19 of the Act.

4. FUNDS OF THE ASSOCIATION

4.1 Source of funds

- (a) The funds of the Association are to be derived from entrance fees and annual subscriptions of Members, donations and subject to any resolution passed by the Association in general meeting, any other sources that the Board determines.
- (b) All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank or other authorised deposit-taking institution account.
- (c) The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

4.2 Management of funds and not-for-profit nature

The funds of the Association:

- (a) may only be applied to the carrying out of the Objects and the exercise of the powers referred to in clause 3.3; and
- (b) must not be paid directly or indirectly to any member, provided that nothing in this Constitution prevents the payment in good faith by the Association of:
 - (i) reasonable and proper remuneration and expenses to any Director or other officer of the Association;
 - (ii) reasonable and proper remuneration and expenses to any employee of the Association or to any member or other person in return for services or goods provided to the Association in the usual course of business; or
 - (iii) interest at market rates on money borrowed from any member.

4.4 Signature of cheques and other negotiable instruments

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by two authorised signatories.

5. MEMBERS

5.1 Membership

- (a) Membership is open to all individuals and organisations who accept the Objects, this Constitution and the Regulations of the Association. An unincorporated organisation is not capable of being a member of the Association, but it may nominate individuals to be Members to represent it.
- (b) Individuals and organisations wishing to become Members shall apply to the Secretary for membership.
- (c) The Board shall determine whether or not to accept an application for membership. The Association will provide the applicant with reasons for its decision should that be requested.
- (d) Membership shall cease upon resignation, expulsion or failure to pay outstanding membership fees within two months of the due date.
- (e) A Member's liability to the Association for any outstanding amount does not cease on account of he, she or it ceasing to be a Member.
- (f) Membership fees shall fall due on the first day of each Financial Year.
- (g) All individuals must hold a class of Membership of Reining Australia to be eligible to compete/participate (i.e. as owner, leasee) in RA Sanctioned classes and RA Programs.

5.2 Membership classes

The Association shall consist of members divided into the following classes:

- (a) FULL MEMBERS - (being natural persons over the age of 18 years who have paid the subscription specified). Each Full Member shall have one vote.
- (b) YOUTH MEMBERS – (being natural persons up to and including the age of 18 years who have paid the subscription specified) shall be eligible to attend and speak at meetings but not be entitled to a vote.
- (c) LIFE MEMBERS – (being natural persons, corporations or partnerships who have paid the subscription specified or specified from time to time). Membership shall be for a period of twenty (20) years from the date of payment of the subscription. Each Life Member shall be entitled to one vote.
- (d) HONORARY MEMBERS - (being natural persons elected by the Board without payment of fees). Each Honorary Member shall have one vote and his or her membership shall be for such term as specified by the Board.
- (e) GREEN RIDER MEMBER – (being natural persons who have paid the subscription specified) shall be eligible to attend and speak at meetings but not be entitled to a vote.

(f) **AFFILIATE MEMBERS** – (being Associations or societies with objects similar to those of the Association) All competing/ participating members at an Affiliate event must hold a class of Membership with their Affiliate to compete in Reining Australia Programs and who have paid the subscription specified by the Affiliate or specified from time to time. If a Reining Australia Membership is held only Membership with one Reining Australia Affiliate is required. Affiliate only Members are not entitled to vote at general meetings.

(g) **ASSOCIATE MEMBERS** – (being natural persons who (as above) have paid the subscription specified). Associate Members are not entitled to vote at general meetings. This is a non-competitor or horse owner membership.

(h) **CONSTITUENT MEMBERS** – (being made up of more than 1 person and must have a nominee for that membership). The nominee is the person who has voting rights of one vote per Member.

(i) **EVENT MEMBERS** (being natural persons who have paid the subscription specified) shall pay an event fee, for each event, as determined by the Affiliate and be eligible to attend an event and must sign a waiver/release form. Event Members are not entitled to attend at meetings and not be entitled to a vote. This membership is for the purpose of making reining available to new reiners in their first year so they can attend an event or clinic. Consecutive events are allowed for one year only. Only one year of event membership is entitled per new member. Event members shall be bound by all RA & NRHA Rules and regulations. Event Memberships are not eligible for Reining Australia programs.

6. AFFILIATION

6.1 Regional Affiliates

(a) To be, or remain, eligible for membership and Reining Australia Programs, a Regional Affiliate must be incorporated or in the process of incorporation prior to January 1st. For new Affiliates the incorporation process must be complete within one year of applying for membership under this Constitution.

(b) For such time as the Regional Affiliate is not incorporated, the secretary of any such unincorporated Regional Affiliate shall be deemed to be the Member (on behalf of the unincorporated entity), 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 Regional Affiliate as incorporated Members, to the extent that this is possible.

(c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Regional Affiliate shall be resolved by the Board in its sole discretion.

(d) Failure to incorporate within the period stated in clause 6.1(a) shall result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity shall not be entitled to re-apply for membership until it becomes incorporated.

(e) All Executive committee members of a Regional Affiliate must be full or Associate Members of this Association.

6.2 Application for affiliation

An application for affiliation must be:

(a) in writing on the form prescribed by the Board (if any), from the applicant or its nominated representative and lodged with the Association;

(b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must be similar in objects and substantially conform to this Constitution and the Regulations) and the applicant's register of members; and

(c) accompanied by the appropriate fee (if any).

6.3 Discretion to accept or reject application

(a) The Association may accept or reject an application whether the applicant has complied with the requirements in clauses 6.1 and 6.2 or not. The Association will provide the applicant with reasons for its decision.

(b) Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Executive Director shall update the Register accordingly as soon as practicable.

(c) Where the Association rejects an application, the Association shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

6.4 Re-affiliation

(a) Regional Affiliates must re-affiliate annually by 31 December with the Association in accordance with the procedures set down by the Association in the Regulations from time to time.

(b) Upon re-affiliation a Regional Affiliate must lodge with the Association a copy of its constitution if it has been amended during the past year (including all amendments) and must provide details of any change in its delegate and committee and any other information reasonably required by the Association.

7. REGISTER OF MEMBERS

(a) A register of Members shall be kept by the Association showing the name, postal, residential or email address and date of commencement of membership for each Member. Provision for noting the date of cessation of membership shall also be contained in the Register

(b) Members and Life Members shall provide notice of any change and required details to the Association within one month of such change.

- (c) The Register must be kept in NSW at the main premises of the Association or, if the Association has no premises digitally at the Association's official address or legal advisor office.
- (d) The Register must be open for inspection, free of charge, by any Member at any reasonable hour.
- (e) A Member may obtain a copy of any part of the Register on payment of a fee of not more than \$1.00 for each page copied.
- (f) If a Member request that any information on the Register about the Member (other than the Member's name) not be available for inspection, that information must not be made available for inspection.
- (g) A Member must not use information about a person obtained from the Register to contact or send material to the person, other than for:
 - (i) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Association or other material relating to the Association, without approval from the Association;
 - (ii) any other purpose necessary to comply with a requirement of the Act or the *Associations Incorporation Regulation 2016*.
- (h) If the Register is kept in electronic form it must be convertible into hard copy and the requirements in clauses 7(c) and 7(d) apply as if a reference to the Register is a reference to the current hard copy of the Register.

8. EFFECT OF MEMBERSHIP; LIABILITY OF MEMBERS

8.1 Effect

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution, the Regulations and the NRHA regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy that may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations they are subject to the regulations, policies and rules of the Association.
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Association; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

8.2 Liability

- (a) The liability of the Members is limited.
- (b) Each Member must contribute towards the payment of the debts and liabilities of the Association, if it is wound up during the time the person is a Member or within one (1) year afterwards, such amount as may be required (not exceeding \$50) for:
 - (i) payment of the debts and liabilities of the Association contracted before the time at which the person ceases to be a Member;
 - (ii) the costs, charges and expenses of winding up of the Association; and
 - (iii) the adjustment of the rights of the contributories among themselves.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of resignation

- (a) A Member having paid all arrears of fees, subscriptions and other amounts payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association of such resignation or withdrawal. No monies are payable to the member on resignation or withdrawal.
- (b) A Regional Affiliate may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Region or Affiliate. A copy of the minutes of the Regional Affiliate meeting showing that the Special Resolution has been passed by the Regional Affiliate must be provided to the Association.
- (c) If a Regional Affiliate ceases to be a Member under this Constitution, the Association membership of all natural person Members affiliated or registered with or through the Affiliate shall not automatically cease at that time but shall be dealt with in accordance with the Regulations.
- (d) Upon the Association receiving notice of resignation of membership given under clauses 9.1(a) or (b), an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

9.2 Discontinuance for breach

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any fees, subscription or other moneys owed to the Association, 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 9.2(a) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

(c) Where a Member fails, in the Board's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 9.2(a) by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause 9.2 as soon as practicable.

9.3 Discontinuance for failure to re-affiliate

Membership of the Association may be discontinued by the Board if a Regional Affiliate has not re-affiliated with the Association within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this clause 9.3 as soon as practicable.

9.4 Member to re-apply

A Member whose membership has been discontinued under clause 9.2 or 9.3:

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

9.5 Forfeiture of rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Subject to any audit or other law to the contrary, any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Region or Affiliate ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

9.6 Membership may be reinstated

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

10. DISCIPLINE

- (a) Where the Board is advised or considers that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the NRHA constitution or regulations or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association or NRHA and as a consequence has;
 - (iii) brought the Association, NRHA, any other Member into disrepute,

the Board 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 the appeal mechanisms of the Association set out in the Regulations.

(b) The Board may appoint a Discipline Committee to deal with any disciplinary matter referred to it. Such a Discipline Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

(c) The Board may refer the matter to NRHA to be dealt with under the rules and By-laws of NRHA.

11. FEES, SUBSCRIPTIONS, LEVIES AND OTHER MONEYS

11.1 Determination of fees, subscriptions and levies

(a) Any amendment to fees, subscriptions, levies and other amounts payable by Members (or any category of Members) to the Association, shall be as determined by the Board; including:

(i) the amount;

(ii) the time for payment (i.e.) when it falls due;

(iii) the manner of payment (ie electronic, paypal);

Consultation with Affiliates shall occur **prior** should they be required to implement the collection of any fees, subscriptions or levies.

(b) Any introduction of new fees, subscriptions, levies and other amounts payable by Members (or any category of Members) to the Association, shall be as determined by the Board provided that it ascribes reasons or basis for doing so with **prior** consultation with Affiliates and Members.

11.2 Consequences of non-payment

(a) Any Member who has not paid all moneys due and payable to the Association shall (subject to the Board's discretion) have all rights as a Member under this Constitution immediately suspended from the expiry of the time prescribed for payment of those moneys. Such rights will be suspended until such time as the moneys are paid in full or otherwise in the Board's discretion.

(b) An Affiliate shall forthwith remove all rights of membership of that Affiliate to a Member who has been suspended under clause 11.2(a).

12. DIRECTORS

12.1. Powers of the Board

The Board:

(a) shall control and manage the affairs, assets and funds of the Association;

(b) may exercise all such powers that may be exercised by the Association other than those functions that are required by the Act or this Constitution to be exercised in a General Meeting of the Members; and

(c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Association.

In particular, the Board as the governing body of Association shall be responsible for acting on national, state and local issues in furtherance of the Objects and shall operate for the benefit of Members and the community and shall govern the Association in accordance with this Constitution and the Regulations.

12.2. Membership of the Board

(a) The number of Directors is twelve (12).

(b) No more than one half of the board should retire by rotation each Annual General Meeting. Retiring Directors are eligible for re-election if they have not served more than 2 consecutive terms.

(c) Representation is required from 5 states of Australia. Representation from each Affiliate with more than 25 members is also preferred. Preference will be given to nominated representatives of each state and each Affiliate with more than 25 members, prior to filling remaining vacancies. Should a State or Affiliate with more than 25 members not have a representative, a seat will then revert to a casual vacancy.

(d) Subject to paragraph (d) below, the term of office of Directors is two (2) years commencing at the end of the Annual General Meeting at which their appointment is declared pursuant to clause 12.4(h) or at which they are elected pursuant to clause 12.4 and ending at the end of the Annual General Meeting in the year which is two (2) years later.

(e) Board members will be elected for a term of office commencing at the end of the Annual General Meeting at which their election is declared (or in the case an equality of votes at which they are elected) and ending at the conclusion of the second Annual General Meeting thereafter.

12.3 Casual vacancies

(a) In the event of a casual vacancy in the Board, the Secretary will advertise such casual vacancy on the Association's website and invite Members to nominate themselves to fill such casual vacancy.

(b) Not less than twenty-one (21) days after the casual vacancy is advertised as provided in clause 12.3(a), the Directors may appoint a person to be a Director to fill such casual vacancy. Such person may be, but need not be, a person nominated in response to the advertisement.

(c) Nominations for casual Director positions pursuant to clause 12.2 shall also be accepted from the floor at a General Meeting. Nomination from the floor must be seconded by another current Member.

(d) A Director appointed under this rule holds office until the end of the term of the Director in whose place they were appointed.

12.4 Election of Directors

At the election of the Directors, except as otherwise expressly provided in the Regulations, the following provisions and procedures shall be adopted and applied.

- (a) The retiring Directors shall be eligible for re-election.
- (b) Each Member eligible to vote shall have the right to nominate for any Director vacancy to be filled by ballot in accordance with election requirements.
- (c) Subject to this Constitution and any rights or restrictions on any Member, the only Members eligible to be elected as Directors are natural persons who:
 - (i) are Life Members or Full Members;
 - (ii) have been members of the Association for the past two (2) consecutive years;
 - (iii) are resident in Australia; and
 - (iv) are not employees of the Association.
- (d) A Member is not entitled to be elected as a Director unless any membership fee then payable by the Member has been paid.
- (e) Nomination of candidates for election to the Board shall be made in writing, signed by two (2) voting Members and accompanied by the written consent of the candidate which may be endorsed on the form of nomination. Such written consent must include acknowledgement that the candidate accepts and if elected will be bound by this Constitution including clause 13.
- (f) All nominations shall be delivered to the Secretary not less than sixty (60) days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
- (g) If insufficient nominations are received any vacant positions remaining on the Board shall be deemed to be casual vacancies.
- (h) If the number of nominations received is equal to, or less than, the number of vacancies to be filled, the candidates nominated shall be deemed to be elected.
- (i) If the number of nominations received exceeds the number of vacancies to be filled, a ballot shall be held.
- (j) In the case that a ballot is required to be held, the Secretary at the direction of the returning officer, appointed as hereinafter provided, shall prepare an electronic ballot listing the names of the Members in an order nominated by random ballot and shall cause such ballot to be made available

electronically to each Member of the Association entitled to vote for such Members not less than thirty (30) days before the date fixed for the holding of the Annual General Meeting.

(k) Every electronic ballot paper shall be uniquely identified to assess one vote per Member which the Secretary shall cause to be recorded in the Association's books as a true record so that a proper audit of ballot papers can be conducted if required.

(l) No election of Board members shall be deemed to be invalid or informal by reason of the fact that a Member entitled to vote has not been sent or has not received a ballot paper in accordance with the provisions of this Rule.

(m) From time to time, the Board shall appoint a Returning Officer and/or a Scrutineer.

(n) The Returning Officer may be an employee of the Association or a person or entity contracted by the Board to conduct the ballot. The Association must provide such services and assistance to the Returning Officer as are reasonably required.

(o) A vote shall not be deemed to cast or constitute a valid vote by a Member unless a ballot paper has been received by the Association at its office by 3:00pm not less than fourteen (14) days before the date fixed for the holding of the Annual General Meeting.

(p) Forthwith upon the ballot closing, the Returning Officer shall cause to be counted the votes as recorded on the ballot papers in the presence of either the Scrutineer, the Secretary and such other persons as the Returning Officer may permit.

(q) The Returning Officer shall declare the result of the ballot at the Annual General Meeting to be held next after the closing of the ballot.

(r) In the event of an equality of votes in favour of any candidate, the Association shall at its Annual General Meeting at which the result of the ballot is declared, elect one of such candidates to fill the vacancy for which such candidate was nominated.

(s) The Returning Officer shall determine whether a particular ballot paper is or is not valid or whether a particular candidate has or has not been elected to the Board and their determination shall be final and binding upon the Association.

13. REMOVAL OF DIRECTORS

(a) The Association in General Meeting may by Special Resolution remove any Director from office before the expiration of the Director's term of office and the term of office of a person so removed shall end at the conclusion of the meeting at which the Special Resolution was passed.

(b) A Member desiring to give notice of a Special Resolution to propose the removal of a Director pursuant to clause 13(a) must provide with the notice:

(i) the name of the proposing Member;

- (ii) the name of the seconder of the proposal, who must also be a Member;
- (iii) the written consent of the seconder; and
- (iv) a statement in writing of the reasons on which the Member will rely when proposing the resolution to a General Meeting of the Association outlining non-compliance with clause 14, if any.

(c) If a Director to whom a resolution under this clause 13 is proposed to be made makes representations in writing to the Secretary or the President (not exceeding a reasonable length) and requests that the representations be notified to Members, the Secretary or the President may send a copy of the representations to each Member or, the representations are not sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is to be considered.

14. CEASING TO BE A DIRECTOR

14.1 The office of a Director becomes vacant when the Act says it does and if the Director:

- (a) becomes of unsound mind or whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (b) resigns office by notice in writing to the Association;
- (c) ceases to be a member of the Association;
- (d) is not present personally at three (3) consecutive Board meetings without leave of absence from the Board;
- (e) is removed from office under clause 13; or
- (f) is suspended as a member by the Disciplinary Committee or Appeals Committee for more than 28 days. The vacancy occurs at the end of the period for an appeal or, if an appeal is lodged, upon the pronouncement of the decision of the Appeals Committee.

14.2 Any such vacancy shall be filled as a casual vacancy pursuant to clause 12.3.

15. CONDUCT OF DIRECTORS

- (a) A Director must always:
 - (i) comply with duties and responsibilities of directors pursuant to the Act;
 - (ii) comply with any code of conduct or charter determined by the Board or by resolution of the Members in general meeting;
 - (iii) act in the interests of the Association; and

- (iv) keep confidential all business and other dealings of the Board and all papers and other materials that come before the Director in that capacity.
- (b) A Director has only such power and authority as is conferred by the Act, this Constitution, or a decision of the Board. In particular, a Director has no authority, independent of the Board, in respect of the conduct of the affairs of the Association or of any show or event.
- (c) A complaint by the Board for a breach by a Director of this clause 15 is a matter which can be referred by the Board to the Disciplinary Committee pursuant to the disciplinary provisions of this Constitution and the Regulations.

16. COMPOSITION OF THE BOARD

16.1 Officers of the Association

- (a) Immediately after each Annual General Meeting, the Directors must appoint from their number:
 - (i) a President;
 - (ii) a Vice President;
 - (iii) a Treasurer;
 - (iv) and a Secretary.
 - (v) a Public Officer
- (b). Each Director holds office until the next succeeding Annual General Meeting or the Director ceases to hold elected office, whichever occurs first.
- (c) An appointment under clause 16.1(a) may be terminated by a majority vote of the total number of Directors.
- (d) No Director may hold office as President for more than four (4) consecutive years.
- (e) Subject to this Constitution, each Director holds his or her appointed office on the terms and with the powers, duties and authorities, as the Directors determine.

16.2 Secretary

- (a) The Secretary must, as soon as practicable after being appointed as Secretary, lodge with the Association notice of his or her address.
- (b) It is the duty of the Secretary to keep minutes (whether in written or electronic form) of:
 - (i) all appointments of office-bearers and Directors;

- (ii) the names of Directors present at Board meetings and of Members present at General Meetings; and
 - (iii) all proceedings at Board meetings and General Meetings.
- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
- (d) The signature of the chairperson may be transmitted by electronic means for the purposes of clause 16.2(c).

16.3 Treasurer

If it is the duty of the Treasurer to ensure:

- (a) that all money due to the Association is collected and received and that all payments authorised by the Association are made; and
- (b) that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association.

16.4 Notice of Board meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days' written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

16.5 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the Association or in any Association or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with the express approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested will be void unless approved by the Board.

16.6 Conflict of Interest

A Director shall declare his interest in any:

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

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

16.7 Disclosure of interests

(a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. 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 so interested.

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

16.8 General disclosures

A general notice that a Director is a member of any specified firm or association and is to be regarded as interested in all transactions with that firm or association is sufficient declaration under clause 16.7(a) as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or Association.

16.9 Recording disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with clause 16.5 or 16.6 must be recorded in the minutes of the relevant meeting.

17. DELEGATONS

(a) The Board may by instrument in writing create or establish or appoint special committees or task forces in accordance with the Regulations, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time.

(b) The Board may in accordance with the Regulations:

(i) delegate any of their powers to committees consisting of such Directors or other persons as they think fit and may revoke the delegation; and

(ii) appoint and disband advisory and other committees.

(c) Any committee formed under clause 17(a) must comply with any rules, conditions or limitations that may be imposed on it by the Board.

(d) Despite any delegation under this clause, the Board may continue to exercise any function delegated.

(e) Any act or thing done or suffered by a committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.

(f) A committee may meet and adjourn as it thinks proper.

18. BOARD MEETINGS

18.1 Meetings

The Directors must meet together at least 4 times a year as a Board for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

18.2 Member's resolutions

(a) Any Life Member, Full Member or Member eligible to vote may propose a Board resolution by lodging a copy of the proposed resolution at the registered office of the Association.

(b) If a proposed resolution is lodged under clause 18.2(a), the Directors must consider the resolution at the first Board meeting held at least sixty (60) days after the date of lodgment.

18.3 Convening of meetings

(a) The President may at any time convene a meeting of the Board with 14 days' notice.

(b) On the requisition of three Directors, the Secretary must convene a meeting of the Board within 14 days after receipt of such requisition.

18.4 Notice of meetings

(a) Notice of a Board meeting must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors. The notice must include the general nature of the business to be discussed by the Directors. Any business which may come to hand subsequently to the notice but prior to the meeting must, so far as possible, be notified to each Director provided that:

(i) all Directors may waive in writing the required period of notice for a particular meeting; and

(ii) it is not necessary to give a notice of a Board meeting to a Director who is out of Australia or on leave of absence approved by the Directors.

(b) If in the chairperson's opinion there is any urgent business, any Director may, with the consent of three-quarters of the total number of Directors present at the meeting, submit that business to the meeting.

18.5 Quorum

No business may be undertaken at any Board meeting unless a quorum of seven (7) Directors is present at the time when the meeting proceeds to business.

18.6 Absence of quorum

If a quorum is not present within thirty (30) minutes after the time appointed for a meeting:

- (a) the meeting stands adjourned to the date, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
- (b) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

18.7 Absence of minimum number of Directors

- (a) If at any time the number of Directors is less than the number required to constitute a quorum for a Board meeting, the existing Directors may appoint a sufficient number of Members as Directors to enable the quorum to be constituted.
- (b) A Director so appointed is to hold office, subject to this Constitution, until the Annual General Meeting next following the date of the appointment.
- (c) This clause does not apply to the filling of a casual vacancy to which clause 12 applies.

18.8 Appointment of chairperson of Directors

- (a) Subject to clause 18.8(b), the President is entitled to chair every Board meeting.
- (b) If a Board meeting is held and:
 - (i) there is no President;
 - (ii) the President is not able to be present at the meeting or is not present within fifteen (15) minutes after the time appointed for the meeting; or
 - (iii) despite being present, is unable or unwilling to chair the meeting,then the Vice President, if any, is entitled to chair the meeting or, the Directors present may elect one of their number to chair the meeting.
- (c) At all Board meetings the chair's ruling is final in all matters of order, procedure and practice.

18.9 Chairperson's vote at Directors meetings

A chairperson is entitled to a second or casting vote.

18.10 Voting rights

Subject to this Constitution, at a Board meeting each Director present has one vote.

18.11 Decisions

- (a) Decisions of the Directors will be effective if passed by a vote of a majority of the Directors present and entitled to vote at the meeting.
- (b) Any act or thing done or suffered, or purported to have been done or suffered, by the Board or by a committee appointed by the Board, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Director or any member of the committee.

18.12 Teleconference

- (a) For the purposes of this Constitution, the contemporaneous linking together in oral communication by telephone, audiovisual or other instantaneous means (a **Teleconference/ Webinar**) of a number of the Directors (being not less than a quorum) constitutes a meeting of the Directors.
- (b) The provisions of this Constitution relating to a meeting of the Directors apply to a Teleconference insofar as they are not inconsistent with the provisions of this clause 18.12.
- (c) The following provisions apply to a Teleconference/ Webinar:
 - (i) each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part at the commencement of the meeting and each Director so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
 - (ii) at the commencement of the meeting each Director must announce his presence to all other Directors taking part in the meeting.
- (d) If the Secretary is not present at a Teleconference/ Webinar, one of the Directors present must take minutes of the meeting.
- (e) A minute of the proceedings of a Teleconference/ Webinar is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

18.13 Circulating resolutions

- (a) If:
 - (i) all of the Directors, other than:
 - (1) any Director who is out of Australia or on leave of absence approved by the Directors;

(2) any Director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and

(3) any Director who the Directors reasonably believe is not entitled at law to do the act, matter or thing or to vote on the resolution in question, assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and

(ii) the Directors who assent to the document would have constituted a quorum at a Board meeting held to consider the act, matter, thing or resolution, the act, matter, thing or resolution is to be taken as having been done at or passed by the Board at a meeting of the Directors.

(b) For the purposes of clause 18.13(a):

(i) the meeting is to be taken as having been held if:

(1) the Directors assented to the document on the same date, on the date on which the document was assented to and at the time at which the document was last assented to by a Director; or

(2) the Directors assented to the document on different dates, on the date on which, and at the time at which, the document was last assented to by a Director;

(ii) two or more separate documents in identical terms each of which is assented to by one or more Directors are to be taken as constituting one document; and

(iii) a Director may signify assent to a document by signing the document or by notifying the Association of the Director's assent in person, electronically or by post, facsimile transmission, telephone or other method of written, audio or audiovisual communication.

(c) Where a Director signifies assent to a document other than by signing the document, the Director must by way of confirmation sign the document at the next Board meeting attended by that Director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

(d) Where a document is assented to in accordance with clause 18.12(a), the document is to be taken as a minute of a Board meeting.

19. REGULATIONS

(a) Subject to this clause 19, the Directors may make regulations binding on Members.

(b) Without limiting the generality of clause 19(a), the Directors may make regulations in consultation with a Governance/ Regulations Advisory committee made up of members as appointed by the board in accordance with Article 308 of the Regulations the with respect to Reining Australia:

(i) events and rules;

- (ii) participation;
- (iii) election procedures; and
- (iv) legal structure and discipline.

(c) Regulations must be made by a resolution of the Directors carried by a majority of the votes cast at a meeting of the Directors pursuant to a notice of intention to move the resolution, or one substantially similar, lodged with the Secretary at least 14 days before the date on which the meeting was convened. Any such notice must be included by the Secretary in the notice convening the meeting.

(d) To the extent of any inconsistency between the Regulations in force at the date this Constitution is adopted or made under this clause 19 and this Constitution, the provisions of this Constitution prevail.

e) No Regulation shall have any effect:

(i) to the extent that is inconsistent with this Constitution or the rights of the Affiliates under this Constitution or any Memorandum of Agreement or other agreement between the Association and the Affiliates;

19.1 Regulations Deemed Applicable

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

19.2 Notices Binding on Members

(a) No Regulation or any amendment, alteration, interpretation or other change to a Regulation shall be effective unless Affiliates have been given 30 days consultation and until full notice thereof is given to each of the Affiliates of the final regulation, but subject thereto shall be binding upon all Participating Members.

(b) Those notices shall be issued by the Reining Australia President/ Secretary and shall be sent to each Affiliate.

(c) Information shall also be posted on the Association's website drawing the attention of Participating Members to those notices.

19.3 Affiliates may repeal Regulations

The Affiliates may in Affiliate/ Board Committee Meetings through ordinary resolution repeal, amend or alter any Regulation made or deemed made under this Rule and in such an event the Board shall not make any Regulation addressing the same subject matter of such repeal, amendment or alteration prior to the next Annual General Meeting of the Association without first obtaining the majority approval of the Affiliate Executive Committees (casting 1 vote per affiliate).

20. ANNUAL GENERAL MEETINGS

- (a) Annual General Meetings of the Association shall be held in accordance with the Act and this Constitution and on a date and time and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

21. SPECIAL GENERAL MEETINGS

- (a) The Board, whenever it thinks fit, may convene a Special General Meeting.
- (b) The Executive Director shall on the requisition in writing of not less than ten percent (10%) of voting Members convene a Special General Meeting.
- (c) The requisition for a Special General Meeting shall state the objects of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (d) If the Executive Director does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Secretary, the Members 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 at a venue, date time and place to be determined by the Board.
- (e) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.
- (f) For the purposes of this clause 21, a requisition may be in electronic form and a signature may be transmitted, and a requisition may be lodged, by electronic means.

22. NOTICE OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to every Region, Affiliate, Life Member or other Member entitled to receive notice at the address (which may be electronic) appearing in the Register. The auditor, Executive Director and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and

(iii) Notice of every General Meeting shall be given in the manner authorised in clause 30.

(d) No business other than that specified in the notice convening a General Meeting is to be transacted at the meeting except, in the case of an Annual General Meetings, business which may be transacted under clause 23.

23. BUSINESS OF GENERAL MEETINGS

(a) The business to be transacted at any Annual General Meeting includes to receive and consider the financial statements and reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors, to confirm the minutes of previous Annual General Meeting and of any Special General Meeting held since that meeting and to receive from the Board a report on the activities of the Association in the preceding Financial Year. Financial reports must include an itemised National Show breakdown and bank balances.

(b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in clause 23(a) shall be special business.

(c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

24. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Executive Director not less than thirty (30) days (excluding receiving date and meeting date) prior to the General Meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 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 requires twenty (20) Members to be present.

25.2 Chairperson to preside

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

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

If the chairperson is not present or is unwilling or unable to preside the Directors present shall appoint one of their number to preside as chairperson for that meeting only.

25.3 Adjournment of Meeting

- (a) If within thirty (30) minutes after the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place 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 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 clause 25.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Use of technology

- (a) A General Meeting may be held at two (2) or more venues using any technology approved by the Board that gives each of the Members a reasonable opportunity to participate.
- (b) A Member who participates in a General Meeting using that technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

25.4 Voting procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands and/or registered online vote unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

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

25.5 Recording of determinations

Unless a poll is demanded under clause 25.6, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

25.6 Where poll demanded

If a poll is duly demanded under clause 25.5 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

26. VOTING AT GENERAL MEETINGS

- (a) Each Member expressed under this Constitution to have voting rights shall be entitled to one (1) vote at General Meetings.
- (b) Where voting at General Meetings is equal the chairperson may exercise a second or casting vote. If the chairperson does not exercise a casting vote the motion will be lost.
- (c) A Member is not entitled to vote at any General Meeting unless the Member is eighteen years or older.
- (d) Proxy voting is not permitted at any General Meeting.
- (e) A Special Resolution may only be passed by the Association in accordance with section 39 of the Act.
- (f) The Association may hold a postal or electronic ballot (as the Board determines) to determine any issue or proposal (other than an appeal under clause 25.6).
- (g) A postal or electronic ballot is to be conducted in accordance with Schedule 3 to the *Associations Incorporation Regulation 2016*.

27. WINDING UP

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of the Members is limited to its obligation to make any contribution under clause 8.2.

28. INDEMNITY

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

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

29. ADOPTION AND AMENDMENTS OF CONSTITUTION

The members may amend or repeal this Constitution, or a provision of this Constitution, by Special Resolution passed at a General Meeting.

30. NOTICES

(a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by delivering the notice in person, by sending the notice by pre-paid post or, where available, by electronic mail, to the Member's registered address or electronic mail address, or in the case of a delegate of a Member, to the last notified address, or electronic mail address.

(b) Where a notice is delivered in person, service of the notice shall be deemed to be effected on the date on which it is received by the addressee.

(c) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.

(d) Where a notice is sent by email, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the email was sent to/or received at the email address to which it was sent.

(e) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.