

NEPEAN HOCKEY ASSOCIATION INCORPORATED

CONSTITUTION & BY-LAWS (2020)



Table of Contents

Document Change Register:	2
RULES	
1 NAME	3
2 OBJECTS	3
3 DEFINITIONS	3
4 STATUS AND COMPLIANCE OF ASSOCIATION	4
5 ASSOCIATION'S CONSTITUTION	5
6 MEMBERSHIP	5
7 DISCIPLINING OF MEMBERS	7
8 EXECUTIVE	7
9 MANAGEMENT COUNCIL	8
10 GENERAL MEETINGS	10
11 COMMITTEES	11
12 SPECIAL APPOINTMENTS	12
13 FINANCE	12
14 JUNIOR DEVELOPMENT FUND	13
15 AUDITOR	13
16 SPECIAL RESOLUTIONS	13
17 PUBLIC OFFICER	14
18 MISCELLANEOUS	15
19 INTERNAL DISPUTES	15
20 NOTICE	15
21 INDEMNITY	16
22 WINDING UP	16
23 DISTRIBUTION OF PROPERTY ON WINDING UP	16
BY-LAWS	
1 SERVICE AWARDS	18
2 FINANCE	19
3 DUTIES OF HONORARY SECRETARY	20
4 DUTIES OF THE HONORARY TREASURER	21
5 COMMITTEES	21

6	SUB-COMMITEESS	26
7	DELEGATES	28
8	DUTIES OF THE PUBLIC OFFICER	28
9	SPECIAL APPOINTMENTS.....	28
10	MEETINGS.....	28
11	PLAY.....	30
12	DISCIPLINE	30
13	REPRESENTATIVE TEAMS	31
14	CHILD PROTECTION	32
15	WESTERN SYDNEY HOCKEY CENTRE OPERATIONS AND MANGEMENT.....	33

Document Change Register:

Date	Version	Changes	By Who
03 Nov 2010	1.0	Final Document issued	Vince Pace
24 Oct 2011	1.1	Draft Changes from club feedback received by 30 September 2011	Chris Heath
23 Nov 2011	1.2	Update given at NHA AGM	Chris Heath
26 Nov 2012	1.0	Changes after AGM 26 November 2012	Cheryl Dollin
25 Nov 2013	1.0	Changes after AGM 25 November 2013	Cheryl Dollin
24 Nov 2014	1.0	Changes after AGM 24 November 2014	Cheryl Dollin
23 Nov 2015	1.0	Changes after AGM 23 November 2015	Pam Nelson
22 March 2017	1.0	Changes from 2016 MCM Meetings	Pam Nelson
28 June 2017	1.0	Changes from Monthly Council Meeting	Pam Nelson
20 November 2017	1.0	Changes after AGM 20 November 2017	Pam Nelson
10 December 2018	1.0	Changes after AGM 10 December 2018	Pam Nelson
18 February 2019	1.0	Changes from Monthly Council Meeting	Pam Nelson
10 December 2019	1.1	Changes from AGM 10 December 2019	Pam Nelson

RULES

1 NAME

- 1.1** The name of The Association shall be Nepean Hockey Association, Inc. (hereinafter called "The Association").

2 OBJECTS

- 2.1** The objects of The Association shall be:

- 2.1.1** to promote, foster, control and manage the game of hockey within the boundaries of The Association.
- 2.1.2** to select and manage Association Representative Teams
- 2.1.3** to do all such other lawful things as are incidental to, or which The Association may think conducive to the attainment of these Objects.

3 DEFINITIONS

- 3.1** "Act" means *The Associations Incorporation Act NSW 2009* as amended and enforced from time to time
- 3.2** "Affiliated Club" means such clubs as may be admitted as an Affiliated Club by resolution of the Management Council, provided that the application has been made in writing and that its Constitution has been submitted for approval by the Management Council
- 3.3** "Associate Member" means a non-playing person who has paid the required fees to The Association, as stipulated by the Management Council
- 3.4** "By-Laws" means the By-Laws appended to these rules as amended from time to time
- 3.5** "Committee" means the Standing Committees and Sub-Committees as held by Convenors of The Association
- 3.6** "Delegate" means a club member who is registered with Nepean Hockey Association, Inc. and who is voting on behalf of the club they are registered through
- 3.7** "General Meeting" means an Annual General Meeting (AGM), or, a Special General Meeting (SGM) of The Association
- 3.8** "Hockey" means the game of hockey and includes field hockey and indoor hockey
- 3.9** "HNSW" means the "Hockey New South Wales Limited".
- 3.10** "Life Member" means a person who has been granted Life Membership of The Association in accordance with the By-Laws, and shall include all those persons previously admitted to Life Membership by PDHA Inc and WDWHA Inc.
- 3.11** "Management Council" includes the Executives, Convenors and Club Delegates of The Association

- 3.12** “Member” means a Voting Member or a Non-Voting Member
- 3.13** “Non Voting Member” means an Affiliated Club playing or non-playing financial member who has not been nominated as a delegate to attend The Association meetings, and / or a Life Member
- 3.14** “Notice” means notice in writing signed by a member of the Executive of an affiliated Club or The Association
- 3.15** “Objections” means objections in writing signed by a member of the Executive of an affiliated Club or The Association
- 3.16** PDHA Inc means Penrith District Hockey Association Incorporated
- 3.17** “Rules” means the rules set forth in this Constitution as amended from time to time
- 3.18** “Standing Committee” means each such Standing Committee as provided in the By-Laws
- 3.19** “State” means the state of New South Wales
- 3.20** “Sub Committee” means each such Sub-Committee as provided in the By-Laws
- 3.21** The Regulation means *The Association Incorporation Regulation 2010*
- 3.22** “Voting member” means delegate/s of an Affiliated Club
- 3.23** WDWHA Inc means Western Districts Women’s Hockey Association Incorporated

4 STATUS AND COMPLIANCE OF ASSOCIATION

4.1 Recognition of Association

The Association is a member of HNSW as the controlling authority for Hockey in the Region and subject to compliance with this Constitution and HNSW’s and HA’s constitutions shall continue to be so recognised and shall administer Hockey in the Region in accordance with the Objects.

4.2 Compliance of Association

The Members acknowledge and agree the Association shall;

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Hockey;
- (c) do all that is reasonable necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Hockey, its standards, quality and reputation for the benefit of the Members and Hockey;
- (e) at all times act in the interests of the Members and Hockey;
- (f) not resign, disaffiliate or otherwise seek to withdraw from HNSW with approval by Special Resolution;
- (g) abide by HNSW’s and HA’s constitutions and the rules of Hockey.

4.3 Operation of Constitution

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this constitution operates to create uniformity in the way in which the Objects and Hockey are to be conducted, promoted, encouraged, advanced and administered throughout the Region;
- (b) to ensure the maintenance and enhancement of Hockey, its standards, quality and reputation of the benefit of the Members and Hockey;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Hockey and the Members;
- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

5 ASSOCIATION'S CONSTITUTION

5.1 Constitution of the Association

- (a) This Constitution shall at all times clearly reflect the objects of NSW and conform to HNSW's constitution.
- (b) The Association will shall all reasonable steps to ensure this Constitution conforms to HNSW's constitution.
- (c) The Association shall at all times be bound by the constitution, by-laws, rules and regulations of HNSW. Where there is any inconsistency between the any provision of the constitutions, by-laws, rules and regulations of the Association and those of NSW then, to the extent of such inconsistency, the constitution, by-laws, rules and regulations of NSW shall prevail.
- (d) The association shall be bound by all lawful decisions of the Board of HNSW and affiliation conditions of HNSW, and shall do all things reasonably necessary to implement and enforce such decisions and conditions.
- (e) The Association shall provide to HNSW a copy of this Constitution and all amendments to this Constitution. The Association acknowledges and agrees that NSW has power to veto any provision in this Constitution which, in HNSW's opinion, is contrary to the objects of NSW.

5.2 Entrenchment

While the Association is an association member of NSW, Clause 5.1 and this Clause 5.2 must not, and cannot, be amended, replaced, or removed, except with consent of HNSW.

5.3 Register

the Association shall maintain, in a form acceptable to HNSW but otherwise in accordance with the Act, a Register of all Affiliated Clubs and if appropriate all Individual Members.

6 MEMBERSHIP

- 6.1** All presently registered Hockey Clubs with The Association shall continue to be a registered member of The Association in the following season, unless or until such Club ceases to be a

Member pursuant to this Constitution.

6.2 Membership of The Association may consist of Playing and Non-Playing members, provided that all such members must be a financial member of an affiliated hockey club within The Association.

6.3 The jurisdiction of The Association shall extend to and be acknowledged by all members of The Association.

6.4 Each Affiliated Club shall:

6.4.1 affiliate directly with The Association and notify the Honorary Secretary of the name, addresses, telephone number and email addresses of the Affiliated Clubs President, Secretary, Treasurer and Delegate to The Association meetings immediately after their appointment.

6.4.2 include a clause within their constitution allowing club members the right to appeal to The Association Secretary regarding club rules and decisions

6.4.3 provide an undertaking that the club shall comply with the requirements of the child protection policies.

6.5 Any new Club which desires to affiliate with The Association shall apply in writing to the Secretary and subject to these Rules and By-Laws, shall be admitted as an Affiliated Body by a majority of those present at a Management Council Meeting or General Meeting.

6.6 Each new Club application for membership must provide:

6.6.1 Secretary name, address, telephone number and email

6.6.2 Club colours and alternate colours

6.6.3 Names of the Club Executive (President, Vice President, Secretary and Treasurer) and delegates to The Association.

6.6.4 Copy of the clubs constitution, which shall include a clause allowing club members the right to appeal to The Association Secretary regarding club rules and decisions

6.6.5 An undertaking that the club shall comply with the requirements of the child protection policies.

6.7 The Management Council may, with at least two-thirds of those present and voting, terminate the membership of any Hockey Club or member of a club for:

6.7.1 failure to comply with any Rule or By-Law of the Association, or

6.7.2 failure pay any fine, fee, levy or other due within the prescribed time, or

6.7.3 any other reason whatsoever, provided that the membership of any Life Member may be terminated only at a General Meeting.

6.8 Each Affiliated Club shall be entitled to be represented at each Management Council Meeting and General Meetings of the Association by Delegates elected or appointed by each Club registered in each relevant year with the Association as follows:-

- 6.8.1** a club with one or more teams in the junior competition.....1 Delegate
- 6.8.2** a club with one or more teams in the senior competition.....1 Delegate
- 6.8.3** a club with one or more teams in both the junior and senior competition ... 2 Delegates
- 6.9** Each Affiliated Club may, prior to the commencement of a meeting, name an alternate Delegate who, in the absence of a Delegate, may assume the responsibilities of that Delegate as a Voting Member for that meeting.
- 6.10** All individual financial members of an affiliated club (either playing or non-playing) may attend Management Council Meetings and General Meetings of The Association.
- 6.11** A register of Voting Members shall be kept by The Association showing the name and address of each Voting Member.
- CONFLICTS OF INTEREST**
- 6.12** Executives and Delegates shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
- 6.13** They shall, unless otherwise determined by the Management Council, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters.
- 6.14** If a Delegate casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Delegate to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Council
- 6.15** If this is not possible, the matter shall be adjourned or deferred.

7 DISCIPLINING OF MEMBERS

- 7.1** Breaches of the Rules or By-Laws, or misconduct on the part of any member or Affiliated Club shall be referred in writing to the Management Council or, as provided in the By-Laws to the Judiciary Committee, which shall take such action as it may deem advisable, provided that no such member or Affiliated Club shall be expelled from The Association, except by a two-thirds majority of votes recorded at a General Meeting.

8 EXECUTIVE

- 8.1** The Executive shall consist of five (5) financial members, but may not consist of more than two (2) members from the same Hockey Club.
- 8.2** The Executive of The Association shall be:
- President
 - Two Vice Presidents, one of whom shall be elected at the AGM, to be the Senior Vice President
 - Honorary Secretary
 - Honorary Treasurer

- 8.3** The Executive, subject to the following provisions regarding vacancies, shall be elected annually at the Annual General Meeting and all Voting Members and Life Members shall be advised of all nominations for these positions at least twenty one (21) days before such meeting.
- 8.4** Written nominations for any office, proposed and seconded and with the signed consent of the nominee, must be received by the Secretary by the date specified in the By-Laws.
- 8.5** If only the requisite number or smaller number of candidates is nominated, they shall be declared elected. If less than the requisite number of candidates is nominated by the said date, nominations shall be called for at the Annual General Meeting and such nominations may be elected at the meeting to fill each vacancy.
- 8.6** Nominations shall only be made by members of The Association.
- 8.7** Voting shall be by ballot.
- 8.8** Executive Members shall hold office until the conclusion of the Annual General Meeting at which the succeeding Executive Members are elected.
- 8.9** A member holding an Executive position may not hold office in that Executive position for a period longer than three consecutive years.
- 8.10** Executive members may not remain on the Executive for a period longer than five consecutive years at any one time.
- 8.11** Any vacancy occurring among the Executive during the course of year shall be filled at a Management Council Meeting.
- 8.12** The President or, in their absence, the Senior Vice President, shall act as Chairperson at each General Meeting and each Management Council Meeting.
- 8.13** If the President and Senior Vice President are absent from the meeting or unwilling, or unable to act as Chairperson, the Voting Members present at the meeting shall elect one of their number to act as Chairperson.
- 8.14** No one person is permitted to hold more than one position in the Executive.

9 MANAGEMENT COUNCIL

- 9.1** The Management Council shall consist of the following members:
- The Executive
 - The Conveners of Standing Committees
 - The Delegates of Affiliated Clubs
- 9.2** Subject to the Act, the Regulation and this Constitution, and to any resolution passed by this Association in General Meetings, the Executive shall be empowered to act in matters of urgency, subject to ratification by a Management Council Meeting of The Association, except that in any urgent or non-anticipated financial matter the Executive shall not be permitted to authorise financial expenditure in excess of \$1,000.
- 9.3** Subject to the Act, the Regulation and this Constitution and to any resolution passed by this

Association in General Meetings, the Management Council shall deal with all matters relating to the function of The Association. The Management Council shall have the power of The Association and its decisions shall be deemed to be the decisions of The Association.

- 9.4** Any actions taken, or decisions made by a Management Council Member within the authority of the Rules shall be binding on The Association and such acts and decisions shall be deemed to these of The Association.
- 9.5** The Management Council shall appoint, from among its members, Delegates to HNSW as provided in the Rules of the latter body.
- 9.6** The Management Council shall meet on at least nine (9) occasions, with the dates of such Meetings to be determined at the first Meeting of the Management Council, which shall be held within ten (10) weeks following the AGM.
- 9.7** A quorum at a Management Council Meeting shall be at least 50% of the voting members of the Management Council as per section 5.6 of these Rules
- 9.8** A minimum of seven (7) days notice shall be given to Management Council members and Life Members of all Management Council meetings.
- 9.9** If, within half an hour from the appointed time for any Management Council Meeting, a quorum be not present, the meeting shall stand adjourned and be held within fourteen (14) days.
- 9.10** If, at an adjourned meeting, a quorum be not present within half an hour of the time appointed, then the Meeting shall stand adjourned and any business to be transacted will be held over until next scheduled Management Council meeting.
- 9.11** The Management Council shall have the power to admit persons other than Management Council Members to its meetings, but no such person shall be allowed to vote. Such person shall only be allowed to take part in the proceedings of the meeting if permission is granted by the Management Council.
- 9.12** A member of the Management Council shall cease to hold office upon resignation in writing, on not being re-elected, or removal as a member from The Association, or on absence from three successive Management Council Meetings without approval of the Management Council.
- 9.13** Questions at any Management Council Meeting shall be decided by a majority of votes of those present and voting.
- 9.14** All voting delegates shall have one vote on any question.
- 9.15** In case of an equality of votes, the Motion shall lapse and be recorded as not being passed.
- 9.16** The Chairperson will not exercise a deliberate and casting vote.
- 9.17** The Management Council may make, amend or delete such By-Laws as it deems fit, provided that any such alteration shall first be submitted to the Constitution Committee to ensure that such proposed amendment is consistent with the existing Rules and By-Laws, but any such alteration shall not take effect unless and until:

9.17.1 Twenty-one (21) days notice in writing of such amendment has been given to all Affiliated Clubs who may, within twenty one (21) days, lodge with The Association objection in writing to any such proposed amendment, and

9.17.2 Objections are not received from three (3) or more Affiliated Clubs within the prescribed time.

9.18 Should three (3) or more such objections be lodged within the prescribed time, such amendment shall have no effect unless a resolution in favour of such amendment is passed at a General Meeting.

9.19 The Management Council may make, amend or delete such Competition Rules as it deems fit by a simple majority vote at any Management Council meeting.

9.20 Any alteration to the Competition Rules is to become effective from the date of the resolution or at any later time as determined by the Management Council.

9.21 The Management Council may appoint and employ from time to time full-time or part-time officers or employees and may enter into contracts for services or consultancy.

9.22 The Management Council shall determine the mode of advertising and appointment, the job specification and description and the honorarium, salary or other remuneration and other terms and conditions of employment.

10 GENERAL MEETINGS

10.1 The Annual General Meeting of The Association shall be held each year within two months of the end of the financial year of The Association.

10.2 A Special General Meeting may be called:

10.2.1 By resolution passed by a Management Council meeting, or

10.2.2 By a request in writing from at least two Affiliated Clubs.

10.3 Twenty-one (21) days notice in writing of the date and place of an Annual General or Special General Meeting and of the business to be transacted shall be given to all Voting Members, Life Members and Secretaries of Affiliated Clubs.

10.4 No other business than that for which a Special General Meeting was called or which in the opinion of the meeting shall bear directly thereon, shall be transacted.

10.5 The business to be transacted at a General Meeting shall be set out in the By-Laws.

10.6 A General Meeting shall have the power to make, amend and delete By-Laws provided that notice of any such alteration shall be given in accordance with paragraph 9.3 of these Rules, and provided that any such alteration shall first be submitted to the Constitution Committee to ensure that such proposed amendment is consistent with the existing Rules and By-Laws.

10.7 The quorum of a General Meeting shall be two-thirds of Affiliated Clubs of The Association.

10.8 If, within half an hour from the appointed time for any General Meeting, a quorum be not present, the Meeting:

10.8.1 If a Special General Meeting shall be dissolved;

10.8.2 If an Annual General Meeting, it shall stand adjourned and be held within fourteen days,

10.9 If, at an adjourned meeting, a quorum be not present within half an hour from the time appointed those present shall constitute a quorum, provided that at least seven (7) persons entitled to vote are in attendance, otherwise the Meeting shall be abandoned.

10.10 Prior to the start of the business of the meeting, voting members shall record their names in a register provided for the purpose.

10.11 Voting shall be by Voting Members personally present.

10.12 Unless otherwise specified in these Rules and By-Laws and unless a secret ballot is demanded, voting at a General Meeting shall be by a show of hands.

10.13 Decisions shall be made by a simple majority vote except where otherwise specified in these Rules or By-Laws. In case of an equality of votes, the Motion shall lapse and be recorded as not being passed.

11 COMMITTEES

11.1 The Annual General Meeting shall elect annually the Conveners and/or members of such Standing Committees as provided in the By-Laws.

11.2 The Management Council or a General Meeting may appoint such additional Committees, as it may deem necessary.

11.3 The President or Vice Presidents shall be ex-officio members of all Standing Committees with the exception of any Selection Committee.

11.4 Nominations of all members of a Selection Committee and the Convener of each of the other Standing Committees shall be in writing with the signature of the proposer and seconder and the signed consent of the nominee.

11.5 Such nominations shall only be made by Members of The Association and shall be received by the Secretary by the date specified in the By-Laws.

11.6 All the Secretaries of Affiliated Clubs and Life Members shall be advised of such nominations at least twenty-one (21) days before the Annual General Meeting.

11.7 Voting shall be by ballot.

11.8 If only the requisite number of candidates is nominated they shall be elected. If less than the requisite number of candidates is nominated by the said date, nominations shall be called for at the Annual General Meeting and such nominees may be selected at that meeting to fill the vacancy.

11.9 If, between elections, a vacancy occurs in a Selection Committee or the Conveners of the Standing Committees or Sub-Committees, the vacancy shall be filled at a Management Council Meeting.

11.10 Each Convener of a Sub-Committee shall be appointed in accordance with the By-Laws.

11.11 Each Convener of a Sub-Committee where applicable shall submit for approval the names of the members of their committee to the Management Council Meeting following the Annual General Meeting.

11.12 Such committees shall hold office until the conclusion of the Annual General Meeting at which the succeeding Convener of the committee is elected.

11.13 The Convener, or appointed delegate, of each Committee shall attend and submit a written report to each Management Council Meeting and shall also submit an annual report to the Secretary by 30th September of that year.

12 SPECIAL APPOINTMENTS

12.1 The Management Council shall call for applications for the positions of Coaches, Managers and any other approved appointments as required.

12.2 Such appointments shall be made in accordance with 9.2 of the By-Laws.

12.3 Appointments shall be for one year, with the proviso that the Management Council shall have the right to dismiss any appointee who, in the opinion of the Management Council, has failed to carry out their duties in a satisfactory manner.

13 FINANCE

13.1 The Management Council or a General Meeting of The Association shall, within the terms of these Rules, have power to control, dispose of, expend or invest the assets and funds of The Association within the approved budget.

13.2 The funds of The Association shall be derived from the fees of Members and Affiliated Clubs, donations, grants and such other sources approved by The Association.

13.3 Affiliated Clubs and Members shall pay to The Association all fees, levies, fines and other charges as are determined by The Association at a Management Council Meeting. Such amounts shall be paid in accordance with the By-Laws.

13.4 Affiliation to, or membership of The Association shall cease on failure to pay such due amounts.

13.5 All monies received shall be placed to the credit of The Association accounts at a financial institution appointed by the Management Council and all payments when paid by cheque, signed by any two members of the Executive. Any two of these signatories may endorse cheques on behalf of The Association.

13.6 The Treasurer shall ensure that correct books and accounts are kept showing the financial affairs of The Association. These records shall be available for inspection by any member and shall be held in custody of the Treasurer.

13.7 Subject to the approval of the Management Council, accounts may be operated in the names of Committees and special funds and the Treasurer of each such account shall report as required by the Management Council and shall submit audited statements to the Annual General Meeting.

14 JUNIOR DEVELOPMENT FUND

- 14.1** The Association creates a junior development fund for the purposes of growing junior numbers within the Association.
- 14.2** The fund shall be controlled by the Junior Development Officer and is to be used only for the development of juniors subject to the approval of the Association Treasurer.
- 14.3** All payments shall be paid by cheque, signed by the Junior Development Officer and the Association Treasurer.
- 14.4** The Association will include in its budget a set amount to be contributed to the fund each year.
- 14.5** The Association will move any funds left over by the Association representative teams that do not attend the State Championships and do not take up their allowance, into the junior development fund.
- 14.6** The Association may accept contributions to the junior development fund from outside sources.
- 14.7** The fund is not to be used to contribute to Representative team's costs which are already covered by the budget.
- 14.8** The fund may be used for advertising, junior gala days and equipment.
- 14.9** No money over a set amount, to be determined annually, shall be moved from the account without the consent of the Management Council.
- 14.10** The Junior Development Officer shall produce a financial report each month to the Management Council.

15 AUDITOR

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

16 SPECIAL RESOLUTIONS

- 16.1** A Special Resolution must be passed by a General Meeting of The Association to effect the following changes:
 - 16.1.1** A change of The Association's name,
 - 16.1.2** A change of The Association's Rules provided that any such proposed change

shall first be submitted to the Constitution Committee for its comment on the effect of any such change on the Rules and By-Laws.

16.1.3 A change of The Associations Objects.

16.1.4 An amalgamation with another Incorporated Association or body,

16.1.5 A voluntary wind up of The Association and distribution of its property.

16.2 Notice of a Special Resolution shall be given in accordance with the procedures set out in paragraph 10.3 of these Rules.

16.3 At least three-quarters of those present and voting must vote in favour for such resolution to be passed.

16.4 Where it is not possible or practicable for a Special Resolution to be passed pursuant to this section 16, a request may be made to the Department of Fair Trading for permission to pass the resolution in some other way.

17 PUBLIC OFFICER

17.1 The Public Officer shall be appointed by the Management Council from members of the Executive.

17.2 The Management Council may at any time remove from office, the Public Officer, and appoint a new Public Officer.

17.3 The Public Officer shall be a person eighteen years of age or older and a resident of the State.

17.4 The Public Officer shall be deemed to have vacated the position on:

17.4.1 Resignation,

17.4.2 Death,

17.4.3 Removal from office,

17.4.4 Bankruptcy or financial insolvency,

17.4.5 Mental illness, or

17.4.6 Residency outside the State.

17.5 Upon vacation of office, the Public Officer shall return all documentation to The Association Secretary within fourteen days (14) of vacation of office

17.6 When a vacancy occurs in the position of Public Officer, the Management Council shall notify the Department of Fair Trading on the prescribed form within fourteen days and appoint a new Public Officer.

17.7 The Public Officer shall notify the Department of Fair Trading on the prescribed form of:

17.7.1 their appointment within fourteen days,

17.7.2 a change of their residential address within fourteen (14) days,

17.7.3 a change in The Association's Objects or Rules within one (1) month,

17.7.4 The Association's financial affairs within one (1) month after the Annual General Meeting,

17.7.5 A change in The Association's name within one (1) month.

17.8 Legal documents are to be signed by the Public Officer and another signatory from the Executive after approval is received from the Management Council.

17.9 The Public Officer is not permitted to be a signatory to the bank account(s) of The Association.

18 MISCELLANEOUS

18.1 The Association shall effect and maintain insurance as required under the Act, together with any other insurance which may be required by Law or regarded as necessary by The Association.

18.2 Service of documents on The Association is effected by serving them on the Public Officer or by serving them personally on two members of the Executive.

18.3 The income and property of The Association shall be used only for promotion of the Objects of The Association and shall not be paid or transferred to members by way of dividend, bonus or profit.

18.4 The Secretary shall ensure that records of the business of The Association including the Rules, register of Voting Members, minutes of all General Meetings and Management Council Meetings and a file of correspondence are kept. These records shall be available for inspection by any member and shall be kept in the custody of the Secretary.

18.5 "Intellectual Property" means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photos, video and films) or service marks relating to The Association of any activity conducted, promoted or administered by The Association in NSW.

19 INTERNAL DISPUTES

19.1 Disputes between members (in their capacity as members) of The Association, and disputes between members and The Association are to be referred to the Community Justice Centre for mediation in accordance with the Community Justice Centres Act, 1983

19.2 At least seven (7) days before the mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the Mediator

20 NOTICE

20.1 Notices may be given by The Association to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.

20.2 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 five days after posting.

20.3 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.

20.4 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.

21 INDEMNITY

21.1 Every Executive Member and employee of The Association will be indemnified out of the property and assets of The Association against any liability incurred by them in their capacity as Executive or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

21.2 The Association shall indemnify its Executive Members and employees against all damages and losses (including legal costs) for which any such Executive Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

21.2.1 in the case of a Executive Member, performed or made while acting on behalf of and with the authority, express or implied, of The Association; or

21.2.2 in the case of an employee, performed or made in the course of, and within the scope of, their employment by The Association.

22 WINDING UP

22.1 Subject to this Constitution, The Association may be wound up in accordance with the Act.

22.2 The liability of the Members of The Association is limited.

22.3 Every Member undertakes to contribute to the assets of The Association in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of The Association contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up The Association, such an amount not exceeding one dollar (\$1.00).

23 DISTRIBUTION OF PROPERTY ON WINDING UP

23.1 If upon winding up or dissolution of The Association there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of The Association.

23.2 The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on The Association by this Constitution.

23.3 The organisation(s) is to be determined by the Members in a General Meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge

of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

BY-LAWS

1 SERVICE AWARDS

1.1 Any person/s previously admitted to a Service Award by PDHA Inc or WDWHA Inc shall be automatically recognised as the recipient of that same Service Award afforded under these By-Laws.

1.2 Life membership is awarded for outstanding contribution to the activities of The Association, which includes the period of service to the PDHA Inc or WDWHA Inc, for a period of not less than twelve (12) years. This award is the supreme award of The Association.

1.3 Recipients must have:

1.3.1 Served The Association in the area of Administration, as indicated in Section 1.6, and

1.3.2 In the opinion of the Management Council, achieved excellence in the area of service to The Association, and

1.4 Life Members are not liable for any fees or subscriptions.

1.5 Long Service Awards are awarded for contributing to the activities of The Association, which includes the period of service to the PDHA Inc or WDWHA Inc, for a period of not less than ten years, in the areas of Administration.

1.6 The area of Administration includes:

1.6.1 Convener of an Association Committee,

1.6.2 Member of Association Executive,

1.6.3 Delegate of The Association to other bodies,

1.6.4 Coach, umpire, or manager of Association representative teams,

1.6.5 Any other service (duties) as appointed by The Association.

1.7 Player Service Awards are awarded for being a playing member of an Association representative team for a period of five years, and thereafter in five (5) yearly increments.

1.8 Procedure for determining the award of Service Awards (including Life Membership) shall be:

1.8.1 Nomination for Service Awards must be submitted to The Association Secretary by 30 September.

1.8.2 Nomination must include:

1.8.2.1 Details of criteria upon which the Award is sought,

1.8.2.2 Signatures of nominator and seconder, who must be financial members of The Association,

1.8.2.3 Class of Service Award sought.

- 1.9** The Executive will, in the first instance, check Association records to verify the validity of the specific details of each nomination.
- 1.10** The Secretary will notify all Voting Members, Life Members and Secretaries of Affiliated Clubs in writing, of valid nominations, including the criteria upon which each Award is sought.
- 1.11** Voting Members will determine, by ballot at the AGM of The Association, those nominations for Life Membership that have achieved the required level of excellence for conferring of the Award. The decision shall be by a two-thirds majority of those present and voting.
- 1.12** Presidents Trophy – A Presidents Trophy will be awarded to a member of the NHA Inc each playing year if a suitable candidate is found and agreed upon by the NHA Inc Executive. If a member of the Executive is nominated they will take no part in determining a successful candidate.
In the event of two (2) or more Executive being nominated, the remaining executive may call from Life Members for replacement to the discussion and final decision.
The following criteria is a guide line but not necessarily mandatory:
Nominee has:
- a) Demonstrated qualities (attitude, support and provided initiative) in their role as a NHA Inc volunteer.
 - b) Demonstrated benefit to the sport of hockey within NHA Inc.
 - c) Accomplished by extra effort, a pathway for the progression of players within the Association.
 - d) Overcame any obstacles that were faced to achieve a suitable result in reaching a goal.
 - e) Has by way of extra effort organised and directed events resulting in a financial benefit to the Association.
 - f) Nominations are to be forwarded to the Secretary by the 31st of July of the playing year with presentation of the award at the Senior Grand Final.
 - f) Nominees names will not be notified to or discussed at any MCM.
- 1.13** Player Service and Long Service Awards shall be automatically granted at a General Meeting once verified by the Executive.

2 FINANCE

- 2.1** Association Membership Fees shall be due and payable at such times and in such instalments as are determined by the Management Council and notified in writing to Affiliated Clubs, provided that the Final Instalment shall not be later than 1st June of that year.
- 2.2** Any Member or Club applying for registration/membership or affiliation subsequent to 1st June shall pay the required Association Membership fee with the application/registration form, within fourteen (14) days of being granted membership/registration.
- 2.3** The financial year of The Association shall end on 30th September in each year.

2.4 Levies, fines and other charges are payable within thirty days of receipt of the invoice following the date of the resolution or event establishing the fine, levy or other charge.

2.5 Unfinancial Members

2.5.1 On failure to pay any fee, levy, fine or other charge within the time prescribed or approved, an Affiliated Club shall, by resolution of The Management Council, be declared unfinancial.

2.5.2 An unfinancial Affiliated Club shall not participate in meetings, competitions, carnivals or other events conducted by The Association or any Association with which The Association has affiliation.

2.5.3 A financial player registered as a member of an unfinancial Affiliated Club shall not play in any Association Representative team, or train with any Association Representative Hockey squad while the Affiliated Club remains unfinancial unless approval has been granted by the Management Council of The Association.

2.6 The Association's accounts shall be audited by a qualified accountant who shall be appointed annually at the first Management Council meeting following the Annual General Meeting.

2.7 If a cheque is dishonoured, payment shall be deemed to have not been paid and the Drawer will be liable for any charges that are incurred by The Association for the dishonoured cheque.

2.8 Registration fees not received / paid as per section 2.1 will incur a 10% loading on top of the original invoice amount

2.9 Field Hire fees not received / paid within 30 days of the date of receipt of the invoice (as printed on the email or fax) will incur a 10% loading on top of the original invoice amount

2.10 Invoices that were due to be paid prior to the commencement of the Major Premiership would need to be finalised, otherwise that Club cannot participate in the Major Premiership (Final Series).

3 DUTIES OF HONORARY SECRETARY

The Honorary Secretary shall:

3.1 Call meetings as required under the Rules and By-Laws;

3.2 Attend Management Council meetings and General Meetings and take Minutes;

3.3 Forward a copy of the Minutes of each Management Council meeting to all Management Council Members and Life Members within twenty-one days after the meeting;

3.4 Conduct the correspondence and act in such matters as may be delegated by the Management Council;

3.5 In conjunction with the President, prepare the Annual Report to which shall be appended the Annual Reports of Committees and Affiliated Clubs;

3.6 Call for nominations for Executive Members, Committee Conveners, members of any Selection Committee, members of Judiciary Committee and Delegates to other

organisations in accordance with the Rules and By-Laws. Such nominations shall be received by the Secretary by 30 September in each year;

- 3.7** Forward to HNSW as soon as elected, the names and address of The Association Executive, and the names and addresses of the Delegates to represent The Association;
- 3.8** Have the power to co-opt the services of a Minutes Secretary or Assistant Secretary, subject to approval by the Management Council, should such assistance be required;
- 3.9** The Secretary shall maintain a register of voting Members and Association appointed Officials;
- 3.10** Provide notice to The Association on any proposed amendment/s to the Rules and/or By-Laws;
- 3.11** Instigate the provision of articles to local or State media concerning aspects of upcoming events on hockey, which need promotion if no Publicity Convenor has been elected.

4 DUTIES OF THE HONORARY TREASURER

The Honorary Treasurer shall:

- 4.1** Collect and keep proper accounts for all fees, fines, levies and other monies due to The Association;
- 4.2** Issue as necessary, all invoices and statements of account;
- 4.3** Pay all the accounts of The Association under the authority of a minute passed by the Management Council or a General Meeting;
- 4.4** Submit an annual budget to the first Management Council meeting after the AGM;
- 4.5** Provide each Management Council meeting statements of receipts and expenditure, budget variations, bank reconciliation, major debts and creditors and any other financial information required by the Management Council;
- 4.6** Submit to the Annual General Meeting a duly audited Statement of Income and Expenditure and Balance Sheet with comparable figures from the previous financial year.

5 COMMITTEES

- 5.1** All Committees shall make their own arrangements regarding meetings. The Standing Committees of The Association and their duties shall be:

5.2 Coaching

- 5.2.1** Consisting of the Convenor and including the Representative Team Coaches of The Association, with the power to co-opt.

Duties:

- 5.2.2** to organise the coaching of players and coaches at all levels
 - 5.2.3** to facilitate the provision of training courses for Association Club and individual players with the view to improving the standard of hockey available within The Association
 - 5.2.4** responsible for the co-ordination of Representative Team Coaches to ensure that

the individual coaches follow accepted coaching procedures

- 5.2.5** to organise various Coaches to conduct the squad training sessions, and trial sessions, for all Association Rep teams, until a Coach has been appointed to that age group.
- 5.2.6** Masters to be co-ordinated in conjunction with the Masters Convenor. Times, dates, venues and access to the Hockey Centre to be liaised through the Selection Convenor. Equipment such as bibs, balls, cones etc. To be organised through the Representative Convenor.
- 5.2.7** in the absence of an Indoor Convenor, organise various Coaches to conduct the Indoor trial sessions for all age groups including Masters, unless a Coach has been appointed.
- 5.2.8** Times, dates, venues and access to the venue to be liaised through the Selection Convenor. Equipment such as bibs, balls, cones etc. to be organised through the Representative Convenor.
- 5.2.9** to notify Association members of any Coaching Courses which may be being conducted by HNSW, and organise the Courses in conjunction with HNSW.
- 5.2.10** to promote and encourage the development of Junior Coaches
- 5.2.11** to submit a report, to The Association Secretary, prior to 30th September each year, to be included in The Association Annual Report.

5.3 Competition - Junior

- 5.3.1** Consisting of the Convenor and one representative per Club of The Association entered in the Junior Competition.

Duties:

- 5.3.2** to conduct such Association Junior Competitions as required,
- 5.3.3** to promote hockey for Junior players.
- 5.3.4** to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.4 Competition - Senior Men

- 5.4.1** Consisting of the Convenor and one representative per Club of The Association entered in the Senior Men's Competition.

Duties:

- 5.4.2** to conduct such Association Senior Competitions for males, as required,
- 5.4.3** to promote hockey for Senior male players.
- 5.4.4** to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.5 Competition - Senior Women

- 5.5.1** Consisting of the Convenor and one representative per Club of The Association

entered in the Senior Women's Competition.

Duties:

- 5.5.2** to conduct such Association Senior Competitions for females, as required,
- 5.5.3** to promote hockey for Senior female players.
- 5.5.4** to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.6 Indoor

- 5.6.1** Consisting of the Convenor and two other members of The Association with the power to co-opt

Duties:

- 5.6.2** to co-ordinate the training and selection arrangements for Association Indoor Representative teams as set out below:
- 5.6.3** to appoint Selectors to selection panels for Indoor Representative Team trials and to inform them of their appointments.
- 5.6.4** to set trial dates, and book an appropriate venue, for Indoor selections approx. 3 weeks prior to the 'Intent to Enter' due date.
- 5.6.5** to arrange for flyers to be posted on the Notice Boards at the Hockey Centre, once dates have been set, and inform the Secretary of The Association for forwarding details to Clubs of any Selection Trials
- 5.6.6** to supply balls, bibs and any other necessary equipment for all Indoor selection trials
- 5.6.7** to inform Coaches, Managers, Umpires, Technical personnel of their duties and inform players of their responsibilities
- 5.6.8** to co-opt the assistance of the Selection, Representative and Coaching Convenors, when necessary
- 5.6.9** to ensure all Association Indoor Representative teams are entered into State Championships as required.
- 5.6.10** In the absence of an appointed Team Manager, to ensure Team Details and State Nominations are forwarded to HNSW Ltd by the due date.
- 5.6.11** to liaise with The Association Rep Teams Convenor to organize the purchase, storage and issue of Indoor uniform and equipment.
- 5.6.12** to make the necessary arrangements for accommodation for Indoor Rep teams.
- 5.6.13** to act as Association Indoor contact with HNSW
- 5.6.14** to promote Indoor Hockey
- 5.6.15** to ensure all Team Management (i.e. Coach, Manager, Umpire, Physiotherapist) sign a Child Protection Policy form prior to their involvement with the respective Indoor Rep Team

5.6.16 to advise The Association Executive of any non-compliance with regard to 5.6.15, and advise that the relevant team appointment will be withdrawn

5.6.17 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.7 Publicity

5.7.1 Consisting of the Convenor and two other members of The Association, with the power to co-opt.

Duties:

5.7.2 to obtain publicity for hockey.

5.7.3 to promote the sport of hockey across the wider community

5.7.4 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.7.5 Social Media Convenor – to maintain Nepean Hockey Association Inc website, and oversee other appropriate social media outlets.

5.7.6 Sponsorship Convenor – to obtain financial benefit for Nepean Hockey Association Inc and to also seek and obtain benefit “in kind” for Nepean Hockey Association Inc

5.8 Representative Teams

5.8.1 Consisting of the Junior Convenor, Senior Convenor and the Managers of the Representative Teams of The Association, with the power to co-opt.

5.8.2 Junior Convenor performs their duties for all Junior Representative Teams of The Association.

5.8.3 Senior Convenor performs their duties for all Senior Representative Teams of The Association.

Duties:

5.8.4 to co-ordinate the training and playing arrangements for Association representative teams.

5.8.5 to organise the purchase, allocation, storage and maintenance of all equipment and uniforms.

5.8.6 to make the necessary arrangements for accommodation and travel, (except Masters).

5.8.7 to inform Coaches, Managers, Umpires of their duties and inform players of their responsibilities.

5.8.8 to monitor the financial arrangements and accounts kept by each Manager. Each Manager of a Junior team to provide a detailed Financial Statement to all Parents and the Association Treasurer.

5.8.9 to liaise with the Selection, Coaching and Indoor Convenors to supply balls, bibs

and any other necessary equipment for the selection trials.

5.8.10 To ensure all Association Representative teams are entered in State Championships as required, in conjunction with section 13.13 of the By-Laws of The Association

5.8.11 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.9 Masters

5.9.1 Consisting of the Male Convenor and Female Convenor who may co opt four other members of The Association if required. These members must meet the age criteria for Masters.

Duties:

5.9.2 to make the necessary arrangements for accommodation and travel for Association Masters teams

5.9.3 Each Convener to act as the Association's Masters contact with HNSW, Masters Women's and Masters Men's Convenors as appropriate.

5.9.4 to ensure all Association Masters Representative Teams are entered in State Championships, as required, and to ensure Team Details and State Nominations are forwarded to HNSW by the due date through the Association Secretary.

5.9.5 Liaise with Association Selection Convenor for trial dates (if required), and age divisions to be selected, if no trials are required then the Masters Convenors must notify both Association Secretary and Selection Convenor with the names of team members for record purposes.

5.9.6 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.10 Selection

5.10.1 Consisting of the Convenor and twelve members of The Association, with the power to co-opt, if necessary. Those who have been co-opted shall be approved by the Executive.

5.10.2 Each individual Selection Panel to include a minimum of three (3) persons.

Duties

5.10.3 To select Association Squad for individual championships.

5.10.4 To co-ordinate the nomination of players to attend HNSW Skills Camps.

5.10.5 To appoint Selectors to selection panels for all Association Representative Team trials and to inform them of their appointments. Parents/Siblings other than the Coach are not to be appointed to any Junior selection trial where a family member is trialing.

5.10.6 To set dates for all trials and book turf, or other appropriate venues, for the selection trials to be held.

5.10.7 Once dates have been set, arrange for flyers to be posted on the Notice Boards at the Hockey Centre, and inform the Secretary of The Association for forwarding details to Clubs.

5.10.8 to select squads then final teams as required, and then advise The Association Secretary accordingly.

5.10.9 to select such numbers of players as required by each Representative Team Coach.

5.10.10 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

5.11 Umpires

5.11.1 Consisting of three Convenors for the three competitions (Juniors/Mens/Womens) of whom one Convenor with agreement will act as co-ordinator.

Duties

5.11.2 to appoint umpires for Association matches as required.

5.11.3 to arrange for the training of umpires.

5.11.4 to arrange for the testing and grading of umpires.

5.11.5 to maintain a register of umpires.

5.11.6 to have a member in attendance at any Meeting as prescribed the by-Laws.

5.11.7 to appoint Umpires to Association Representative teams, where required by HNSW and submit names to HNSW by due date through the Association Secretary.

5.11.8 to submit a report, to The Association Secretary, prior to 30th September, to be included in The Association Annual Report.

6 SUB-COMMITEESS

6.1 Archives

6.1.1 Consisting of the Convenor with the power to co-opt.

Duties:

6.1.2 to collect and file all photographs and records pertaining to The Association.

6.2 Child Protection

6.2.1 Consisting of the Convenor with the power to co-opt.

Duties: -

6.2.2 to issue current Child Protection Forms to Club Secretaries at the beginning of each season.

6.2.3 to collect and file all completed Child Protection Forms each year as per section 14 of the By-Laws.

6.2.4 to liaise with HNSW, as required, regarding completed Forms.

6.3 Constitution

6.3.1 Consisting of the Convenor with the power to co-opt.

Duties

6.3.2 to act in an advisory capacity in all constitutional matters concerning The Association, Affiliated Clubs and HNSW.

6.4 Equipment and Facilities

6.4.1 Consisting of the Convenor with the power to co-opt.

Duties:

6.4.2 to act in an advisory capacity regarding the purchase and maintenance of equipment by The Association,

6.4.3 to keep an up-to-date stock book of all equipment owned by The Association,

6.4.4 to act in an advisory capacity on matters concerning hockey playing facilities used by The Association,

6.5 Judiciary

6.5.1 Consisting of a Convener and a representative of each Affiliated Club. Club representatives to participate in Judiciary Panels.

6.5.2 No member of the Executive or Umpiring Committee shall be members of the Judiciary Committee.

Duties

6.5.3 to form a Judiciary Panel with a minimum of three personnel to conduct a hearing on matters referred to the Convener, as determined by the By-Laws, and in accordance with the Disciplinary Policy.

6.5.4 to investigate breaches of Competition rules and regulations by players given a permanent suspension from a game by the umpire or three temporary suspensions over a period of six weeks.

6.5.5 to investigate any formal written complaints lodged with the Secretary regarding misconduct by members of The Association.

6.5.6 to report in writing to the Management Council its findings and the penalty, if any, imposed.

6.6 Junior Development Officer

6.6.1 The Junior Development Officer will be responsible for growth of junior numbers across the association.

Duties

6.6.2 Introducing a junior development plan

6.6.3 Organising junior gala days

- 6.6.4** Advertising
- 6.6.5** Liaising with schools
- 6.6.6** Increasing volunteer numbers for juniors.

7 DELEGATES

7.1 The duties of an Association Delegate shall be:

- 7.1.1** To attend such meetings as required by the Organisation.
- 7.1.2** To present views of The Association as instructed by the Management Council, at such meetings.
- 7.1.3** To report back to the Management Council the results of these meetings.

8 DUTIES OF THE PUBLIC OFFICER

- 8.1.1** Refer to Rules section 17 of the Constitution for information relating to the duties of the Public Officer.

9 SPECIAL APPOINTMENTS

- 9.1** The Management Council shall call for applications for all approved appointments for election at the AGM. The closing date for receipt of applications shall be 30th September.
- 9.2** Applications for any approved special appointment shall be in writing, stating qualifications and experience.
- 9.3** Applications shall be discussed and voted on at the AGM.
- 9.4** The Management Council may call for further applications for any positions remaining vacant and shall deal with them at such times as shall be determined by The Management Council.

10 MEETINGS

10.1 The order of business at the Annual General Meeting shall be:

- 1 Apologies
- 2 Minutes of the previous AGM
- 3 Minutes of any SGM's held during the year.
- 4 Correspondence
- 5 Treasurers Report and Balance Sheet
- 6 Annual Report of The Association
- 7 Election of Executive
- 8 Election of Conveners
- 9 Election / Appointment of Rep Team Officials
- 10 Election of Life Members
- 11 Constitution/By Laws/Judiciary/Competition Rules (IAW 9.3)
- 12 Motions on Notice, provided that such notice in writing was received by the Secretary by the 30 September. Twenty one (21) days prior to the AGM such Motions are to be forwarded to all voting members and Life Members and Secretaries of Affiliated Clubs.

- 13 Discussion, without proceeding to a vote, of other such business as may legitimately be brought before the AGM.

10.2 The order of business at a Special General Meeting shall be:

- 1 Apologies
- 2 Reading of notice convening the meeting.
- 3 Special business for which the meeting was summoned.

10.3 The order of business at a Management Council Meeting of The Association shall be:

- 1 Apologies
- 2 Minutes
- 3 Correspondence
- 4 Treasurers Report
- 5 Delegates Reports
- 6 Conveners Reports
- 7 General Business

10.4 All meetings shall be conducted in the following manner:

- 10.4.1** All questions shall be decided by a bare majority, except in such cases as shall be specified in the Rules.
- 10.4.2** No motion shall be discussed unless it is seconded and when seconded shall not be withdrawn without the consent of the seconder.
- 10.4.3** When a motion shall have been moved and seconded, any member may move an amendment thereon which shall not be discussed until it is seconded. Such motion or amendment, if required by the Chairperson, is to be stated in writing by the member proposing the motion of amendment.
- 10.4.4** No second amendment shall be taken into consideration until the previous amendment shall have been disposed of, but any member may give notice of further amendment.
- 10.4.5** If any amendment, either upon the original motion or upon an amended motion, shall be negated, then a further amendment may be moved upon the original motion, and so on, provided that not more than one question and one proposed amendment thereon shall be before the meeting at the one time.
- 10.4.6** No member may speak twice on the same question unless in explanation and then only with the permission of the Chairperson, provided always that any member having previously spoken on the original question shall be entitled to speak on each amendment, and that the mover of the original question shall have the right of final reply.
- 10.4.7** No speaker, other than the mover of a motion, shall speak on any motion or amendment for a period longer than three minutes without the consent of the meeting. The mover of a motion shall not speak thereon for a period longer than

five minutes without the consent of the meeting.

10.4.8 Any member at any stage of a discussion may move “that the question now be put”. Such motion shall forthwith be put without further debate and if carried, the original motion then shall be voted on.

10.4.9 The voting at meetings, except where specified in the Rules or on matters of a personal nature, shall be by show of hands, which shall be conclusive on the declaration of the Chairperson, unless a vote by ballot is immediately demanded.

10.4.10 Each voting Delegate within The Association, they shall be permitted only one (1) vote as per section 5.8 of the Rules of The Association.

11 PLAY

11.1 All matches shall be played in accordance with the rules of Hockey Australia, or as otherwise resolved by HNSW, or as resolved by The Association.

11.2 The Association Competition By-Laws shall be reviewed annually, prior to the commencement of the playing season.

11.3 Only affiliated players may take part in any match.

11.4 An affiliated player may play with only one Club in any one competition.

11.5 Uniforms shall be of a style and colour approved by the Management Council.

11.6 The Association shall not be responsible for any injury or illness sustained by any person whosoever caused.

12 DISCIPLINE

12.1 Breaches of Competition Rules and Regulations by Clubs in respect of registrations, eligibility and draw will be investigated by the appropriate Competition Committee, who will make recommendations to the Management Council for action.

12.2 Breaches of Competition Rules and Regulations by players during a game which require the permanent suspension of the player will be investigated by the Judiciary Committee.

12.3 Breaches of Code of Conduct by Team Officials during a game will be investigated by the Umpiring Committee, who will make recommendations to Management Council or Judiciary Committee for action, within seven days.

12.4 Breaches of Code of Conduct by spectators during a game will be reported to the Management Council for investigation, at the discretion of the Executive.

12.5 Any person or Club against whom a charge has been made, or who is under investigation by the Judiciary Committee, is entitled to be represented at the hearing, call others to give evidence or to question any person giving evidence.

12.6 The Judiciary Committee shall request the presence of all relevant persons to give evidence and answer any questions put by a member at the hearing.

12.7 Should a person fail to attend or to apply for a postponement of the hearing they shall nevertheless be bound by the findings of the Judiciary Committee.

- 12.8** Where a Breach has occurred with regard to 12.3 & 12.4, the written complaint must be submitted within seven (7) days.
- 12.9** In the event of any other formal complaint being lodged, in writing, within seven (7) days of the incident, it shall be investigated in the first instance by the Executive who will, if necessary, summon the parties involved to a meeting. A copy of all relevant documentation to be given to all relevant parties 48 hours prior to any required meeting being called. The Executive, if deemed necessary, will then make a recommendation to a Judiciary Panel for determination of the formal complaint or to a Management Council Meeting for any further action (if required).

13 REPRESENTATIVE TEAMS

- 13.1** Members of The Association, registered through an affiliated Club, shall be eligible for selection to play in representative teams, excepting those who are acting as Selectors for that particular team.
- 13.2** Should a player be unable to attend a Squad/Team Selection Trial, then they must submit a letter stating the reasons for their non-attendance. Any such submission does not guarantee their selection for the relevant Squad/Team.
- 13.3** All members wishing to trial for Representative Teams shall be advised by The Association Representative Team Manager, or in their absence The Association Convenor, of a Representative Player's responsibilities. When selected, each player shall be required to note and sign a "player responsibilities form" which shall be returned to the Representative Team Manager, or in their absence The Association Convenor.
- 13.4** Each representative player is required to purchase socks, shorts/skirt, Association shirt and is a condition to participate in Association representative team.
- 13.5** Each representative player may purchase The Association dress shirt and Association jacket (if available).
- 13.6** Failure to attend such squad trainings/selections may result in them being omitted from final team selection.
- 13.7** All Association Representative Coaches must consult the Selection Convenor and or Executive prior to replacement players being included into an Association Representative Team.
- 13.8** Any player who is selected in an Association Representative Team and then withdraws and plays for another Association Representative Team, will have their details forwarded to HNSW for any relevant action.
- 13.9** Coaches, Managers, qualified Physiotherapists and Umpires of Association Representative Teams may have their accommodation costs meet by The Association Representative Team.
- 13.10** When a member of the Association Representative Team is subsequently selected into a HNSW State Team, or a Masters first team (in that age division) State team, they may receive a subsidy from The Association. The amount of the subsidy will be determined annually by the Management Council. This subsidy will only be paid once per person per

calendar year.

- 13.11** Should The Association be unable to field a Representative Team with solely Association registered players, then the approval of the Selection Convenor and the Executive will be required, prior to the inclusion of any non-registered Association player.
- 13.12** Association U/13, U/15, and U/18 representative team players may receive a subsidy towards their expenses. The amount of the subsidy will be determined annually by the Management Council and paid once per person per calendar year.
- 13.13** Should any Representative team not have an appointed Coach and Manager at least seven (7) days prior of Intent to Enter due date, as prescribed by HNSW for that Championships, no Intent to Enter shall be submitted to HNSW.
- 13.14** Once a Representative team has been selected, any player that withdraws from the team for any other reason other than injury (injury shall require a medical certificate) may be required to pay all levies that applied for that State Championship. Players failing to pay levies may be made Unfinancial to NHA and Hockey NSW. Unpaid levies will be notified to NHA by the team management.

14 CHILD PROTECTION

- 14.1** All Club and Association Officials who are involved with junior players must complete a Working with Children Check (through RMS).
- 14.2** Club Secretaries are to ensure these forms are completed by their members and are given to The Association Child Protection Officer by 1st May each year.
- 14.3** The Club Secretary is to attach a letter listing names of members who have completed the forms. A copy of this letter is also to be given to The Association Secretary no later than 5th May each year.
- 14.4** Failure by Clubs to submit the required Working with Children paperwork by 1st May each year may result in a fine of \$100 per person.
- 14.5** Failure by any Club member not completing the required Working with Children paperwork will not be allowed to participate with teams involving junior players.
- 14.6** The Association Representative Teams Convenor will verify the Working with Children are obtained from all Team Representative Teams.
- 14.7** Any Team Official, including Physiotherapists and Den People involved with Representative teams, who has not already completed a form as per 14.1 with their Club must do so and return it to the Convenor at least 4 weeks prior to the State Championship they are attending.
- 14.8** The Convenor will forward these forms to the Child Protection Officer at least 3 weeks prior to the Championship matches.
- 14.9** The Association Representative Teams Convenor, in conjunction with The Association Secretary and Child Protection Officer, will liaise with HNSW as required regarding Working with Children forms for Association Officials attending State Championships.
- 14.10** Representative Team Officials may not be permitted to perform their duties where the

Association has not received the Working with Children Forms prior to the Championship.

- 14.11** All Working with Children Forms will be kept on file for a period of five (5) years after the year in which they were submitted.

15 WESTERN SYDNEY HOCKEY CENTRE OPERATIONS AND MANGEMENT

- 15.1** As at 01 January 2018, Nepean Hockey Association Inc (NHA) have entered into an agreement with Western Sydney University (WSU) to be responsible for all aspects of the management and operations of the Western Sydney Hockey Centre, including, but not limited to:
- 15.1.1** All field hire bookings.
 - 15.1.2** All field hire invoicing.
 - 15.1.3** Receipt of all income deriving from the hire of the centre from all sources – including but not limited to Hockey, Soccer.
 - 15.1.4** Payment of all expenses to run and manage the centre – including, but not limited to: electricity, water, cleaning; field maintenance; amenities; pump maintenance.
 - 15.1.5** Maintenance of the Western Sydney Hockey Centre – including but not limited to: grounds maintenance, cleaning, rubbish removal, repairs.
 - 15.1.6** Management of the Canteen
 - 15.1.7** Payment of an annual hire fee to WSU, which is paid monthly.
- 15.2** The management of the Western Sydney Hockey Centre will be performed by the NHA Turf Committee – which consists of up of 5 people (Chairperson + Treasurer + three (3) representatives) who are elected to their positions at the NHA AGM each year. All members of the Turf Committee are to be registered with NHA or an affiliated club.
- 15.3** The NHA President will be invited as a non-voting member guest of the Turf Committee to all Turf Committee meetings.
- 15.4** No more than two (2) members of the Turf Committee may be registered with the same affiliated club. Note that non-playing Life Members are not considered to be affiliated with any club.
- 15.5** The initial term of this agreement with WSU is for 5 years, with an option to renew for a further 5 years (total 10 years).
- 15.6** Potential hirers of the fields will contact the Turf Booking Co-ordinator via email (turfbookings@nepeanhockey.com.au) to request a booking form. Booking requests will be confirmed within 48 hours of receipt of a completed booking form.
- 15.7** NHA Turf Committee will manage all financials through a separate bank account, which will be subject to independent audit in line with clauses 13.7 and 15 of the NHA Constitution (2020).
- 15.8** The NHA Turf Committee will provide a monthly report to the NHA Management Council.

- 15.9** The NHA Turf Committee will meet on a regular basis – monthly as a minimum.
- 15.10** WSU will maintain appropriate public liability insurance to cover players, officials and spectators as they travel within WSU grounds towards the Western Sydney Hockey Centre.
- 15.11** NHA will maintain appropriate public liability insurance to cover players, officials and spectators while they are physically located within the fenced area of the Western Sydney Hockey Centre. This insurance will be provided through Hockey NSW through the NHA's affiliation with Hockey NSW.
- 15.12** All funds within the NHA Turf Committee bank accounts will only be used to improve the facilities of the Western Sydney Hockey Centre, unless an alternative use of funds has been approved by NHA.
- 15.13** The NHA Turf Committee will continue to apply for grants from local, state and federal sources. Funding will be used to continue to upgrade and improve the facilities within the Western Sydney Hockey Centre.