

# Ipswich Basketball Inc. Constitution

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# THE CONSTITUTION

## 1 NAME AND INTERPRETATION

### 1.1 Name

The name of the incorporated Association shall be Ipswich Basketball Association Inc. (**IBA**)

### 1.2 Definitions

The following terms shall have the meanings that are set out against them respectively:

#### **Act**

Associations Incorporation Act 1981

#### **Blue Card**

means a Positive Notice in accordance with *Working with Children (Risk Management and Screen) Act 2000 (QLD)*.

#### **BQ**

Basketball Queensland Ltd (ABN 47 162 567 419).

#### **By-Laws**

By-Laws created by IBA pursuant to this Constitution.

#### **General Meeting**

Any General Meeting including the Annual General Meeting.

#### **Member**

Unless otherwise specifically described shall mean the Members, as set out in clause 6.

#### **Management Committee**

The Committee responsible for the control of the business and operations of the Association.

#### **Voting Member**

An Ordinary Member, Playing Member, Parent Member or Life Member entitled to vote.

### 1.3 *Interpretation*

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes where the function is a power, authority or duty a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person,
- (g) a reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- (h) The specification of the objects and powers of IBA are not in any particular order and are not to be construed so as to lead to the construction that any object or power is more important than any other object or power.
- (i) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction. If possible so as to be valid and enforceable and otherwise it shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.

## **2 OBJECTIVES**

- 2.1 to encourage, manage, promote and foster the values and best interests of the sport of Basketball;
- 2.2 to promote positive player and stakeholder behavioural standards which uphold the values of Basketball;
- 2.3 to establish and operate structured basketball competitions in which their registered players can participate;
- 2.4 to ensure that basketball at IBA and in the Local Area is conducted in accordance with the rules and practices adopted by BQ from time to time;
- 2.5 to abide by and comply with all rules, by-laws and resolutions made by BQ and any other administrators of basketball approved by BQ;

- 2.6 to work closely with the BQ game development officers and other personnel in developing Basketball;
- 2.7 to work closely with the BQ clubs, other Associations and clubs to ensure clear pathways are established for players who wish to pursue that direction;
- 2.8 ensure that basketball is played according to the Official Basketball Rules as set down by FIBA;
- 2.9 ensure that the sport of basketball is valuable to society and promotes ethical principles in all aspects of the sport;
- 2.10 defend the moral and material interests of basketball in an appropriate manner while respecting FIBA's Code of Ethics and its Code of Conduct and Fair Play;
- 2.11 promote, preserve, foster and encourage good fellowship, health and safety for registered participants and others involved in the sport of basketball;
- 2.12 implement and change codes of conduct and other policies for the sport of basketball and to ensure compliance with and enforce those codes and policies;
- 2.13 develop, promote or assist with coaching and talent identification programs for basketball participants; and
- 2.14 to do all such acts and things as are necessary, incidental, conducive or subsidiary to all or any of the above objectives.

### **3 POWERS**

- 3.1 The powers of IBA shall be the powers of an individual.
- 3.2 To do such other things as are incidental or conducive to the attainment of the objectives and the exercise of the powers of IBA.

### **4 INCOME AND PROPERTY**

The income and property of IBA shall be applied solely in furtherance of the objectives and no portion shall be distributed directly or indirectly to the Members except as bona fide compensation for services rendered or expenses incurred on behalf of IBA.

### **5 BQ MEMBERSHIP**

- 5.1 IBA will become and/or maintain membership of BQ.
- 5.2 IBA shall be bound by the constitution, rules and by-laws of BQ.

## **6 IBA MEMBERSHIP**

6.1 The membership of IBA shall consist of the following classes of members:-

- (a) Ordinary Members;
- (b) Playing Members;
- (c) Junior Members;
- (d) Parent Members;
- (e) Life Members;
- (f) Club Members

### **6.2 Ordinary Members**

- (a) An Ordinary Member of IBA must be at least eighteen (18) years of age.
- (b) Ordinary Members shall have the right to vote and shall be entitled to receive notice of General Meetings and to attend and speak at General Meetings.
- (c) Ordinary Members shall be entitled to nominate persons for positions on the Management Committee and to be nominated.
- (d) An Ordinary Member must have an interest in basketball and IBA and may be a person such as a coach, referee or team manager.

### **6.3 Playing Members**

- (a) A Playing Member of IBA must be at least eighteen (18) years of age.
- (b) Playing Members shall have the right to vote and shall be entitled to receive notice of General Meetings and to attend and speak at General Meetings.
- (c) Playing Members shall be entitled to nominate persons for positions on the Management Committee and to be nominated.
- (d) A Playing Member must be a player with the Association.

### **6.4 Junior Members**

- (a) The requirements for a Junior Member shall be determined by the Management Committee upon payment of the fee determined by the Management Committee.
- (b) Junior Members shall be under the age of eighteen (18) years of age.
- (c) Junior Members shall not be entitled to vote.

- (d) Junior Members shall not be entitled to nominate persons for elections of the Management Committee or to be nominated.
- (e) A Junior Member must have an interest in basketball and IBA and may be a person such as a player, coach, referee or team manager.

#### **6.5 Parent Members**

- (a) A Parent Member of IBA must be at least eighteen (18) years of age and have a child who is a current Junior Member.
- (b) Parent Members shall have the right to vote and shall be entitled to receive notice of General Meetings and to attend and speak at General Meetings.
- (c) Parent Members shall be entitled to nominate persons for positions on the Management Committee or to be nominated.
- (d) There must only be one (1) current Parent Member for each Junior Member.

#### **6.6 Life Members**

- (a) Life Members may be elected from Members of IBA who have rendered special service to IBA and shall be entitled to those privileges as they enjoyed in their class of membership of IBA prior to being elected as a Life Member.
- (b) Life Membership shall be bestowed on a person who has been nominated as a Life Member and whose nomination shall have been received, considered and approved by the Management Committee. The nominee must then be elected by not less than 75% majority of those Members attending a General Meeting and entitled to vote.
- (c) Life Members who prior to becoming a Life Member were entitled to vote shall have the right to vote and shall be entitled to receive notice of General Meetings and to attend and speak at General Meetings.

#### **6.7 Club Members**

- (a) A Club Member of IBA must be an Incorporated Association.
- (b) A Club Member may consist of:-
  - (i) President;
  - (ii) Vice-President;
  - (iii) Secretary;
  - (iv) Treasurer; and
  - (v) Committee Members

- (c) To abide by and comply with all rules, by-laws and resolutions made by IBA and any other administrators of basketball approved by BQ.
- (d) To promote positive player and stakeholder behavioural standards which uphold the values of Basketball.

## **7 MEMBERSHIP FEES**

- 7.1 The membership fees for each class of membership shall be such sum as determined by the Management Committee from time to time.
- 7.2 The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.
- 7.3 Members of IBA must renew their membership of IBA annually on a common date as decided upon by the Management Committee.

## **8 ADMISSION AND REJECTION OF MEMBERS**

- 8.1 The names and addresses of persons proposed as Members of IBA shall be displayed in a conspicuous place in IBA premises for at least a week before their election, and that an interval of not less than two weeks shall elapse between proposal and election of such members.
- 8.2 Subject to sub-section 8.1 above, at the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- 8.3 Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 8.4 Upon the acceptance or rejection of an application for any class of membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.
- 8.5 There shall be no limit to the number of members on each class of membership.
- 8.6 There shall be no right of appeal against a rejection of an application for membership.

## **9 TERMINATION OF MEMBERSHIP**

- 9.1 A member may resign from IBA at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.



- 9.2 The termination of membership or the disciplining of members shall occur in accordance with the Disciplinary Procedures as determined by IBA from time to time.

## **10 REGISTER OF MEMBERS**

- 10.1 The Management Committee shall cause a Register to be kept in which shall be entered the names of proposed members and the date of proposal, the names, residential addresses and occupations of all persons admitted to membership of IBA and the dates of their admission.
- 10.2 Particulars may also be entered into the Register of deaths, resignations, termination and reinstatement of membership and any further particulars as the Management Committee or the members at any General Meeting may require from time to time.
- 10.3 The Register shall be open for inspection at all reasonable times by any member who previously applies to the Secretary for such inspection.

## **11 MEMBERSHIP OF MANAGEMENT COMMITTEE**

- 11.1 The Management Committee of IBA may consist of:-

- (a) President;
- (b) Vice-President;
- (c) Secretary;
- (d) Treasurer; and
- (e) Up to a maximum of (5) Committee Members;
- (f) The committee must consist of an odd number to allow for a majority vote.

all of whom shall be Playing Members, Ordinary Members, Parent Members or Life Members of IBA and be elected at the Annual General Meeting of the Association.

## **12 ELECTION OF THE MANAGEMENT COMMITTEE**

12.1 The President, Vice President, Secretary, Treasurer and Committee Members shall be elected by the Members from amongst nominations submitted for terms of 2 years, which shall commence from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.

The election of members of the Management Committee shall take place in the following manner:

- (a) The President, Vice President, and 2 Management Committee members shall be elected in each year of even number and the Treasurer, Secretary and 1 Management Committee member shall be elected, in each year of odd number.
- (b) Should any adjustment to the term of members of the Management Committee elected under this Constitution be necessary to ensure rotational terms in accordance with this constitution, this shall be determined by the Management Committee, by lot. Elections to subsequent Management Committees shall then proceed in accordance with the procedures in this Constitution.

12.2 The election of members of the Management Committee shall take place in the manner as determined by the Management Committee.

12.3 The nomination, which shall be in writing, shall be lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election is to take place.

12.4 A list of the candidates' names in alphabetical order shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven (7) days immediately preceding the Annual General Meeting.

12.5 Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Voting Member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

12.6 No member of the Management Committee can serve for more than four (4) consecutive years ("Maximum Term") on the Management Committee. Once a Maximum Term has been reached the person must have at least two years off the Management Committee before being nominated for election or being appointed to the Management Committee. Where exceptional circumstances exist the Management Committee may extend the Maximum Term by two (2) years.

12.7 A Club Member cannot hold a position as an IBA Management Committee member.

## **13 RESIGNATION, REMOVAL OR VACATION OF OFFICE OF MANAGEMENT COMMITTEE MEMBER**

- 13.1 A member of the Management Committee may resign from the Management Committee by giving written notice of resignation to the secretary.
- 13.2 The resignation takes effect at:
- (a) the time the notice is received by the secretary; or
  - (b) if a later time is stated in the notice—the later time.
- 13.3 A member may be removed from office at a general meeting of the Association if a majority of the members present and eligible to vote at the meeting vote in favour of removing the member.
- 13.4 Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why he or she should not be removed from office.
- 13.5 A member has no right of appeal against the member's removal from office under this rule.
- 13.6 A member immediately vacates the office of member in the circumstances mentioned in section 64(2) of the Act.

#### **14 VACANCIES ON THE MANAGEMENT COMMITTEE**

- 14.1 The Management Committee shall have power at any time to appoint a Voting Member of IBA to fill any casual vacancy on the Management Committee. The person filling the casual vacancy shall remain for the balance of the term of the person who created the vacancy.
- 14.2 The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a General Meeting of IBA but no other purpose.

#### **15 FUNCTION OF THE MANAGEMENT COMMITTEE**

- 15.1 Except as otherwise provided by these Rules and subject to resolutions of the Members of IBA carried at any General Meeting the Management Committee shall -
- (a) have the general control and management of the administration of the affairs, property and funds of IBA;
  - (b) have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

- 15.2 The Management Committee may exercise all the powers of IBA.
- 15.3 Where the Association has junior players, all members of the Management Committee shall hold a Blue Card.

## **16 MEETING OF MANAGEMENT COMMITTEE**

- 16.1 The Management Committee shall meet at least once every two (2) calendar month to exercise its function.
- 16.2 Members of the Management Committee shall attend in person a minimum of 60% unless previously approved by the Secretary no less than 48 hours prior to the scheduled meeting.
- 16.3 A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee; such requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 16.4 At every meeting of the Management Committee a quorum shall be constituted by the attendance, in person or by a form of telecommunication, of at least four (4) persons.
- 16.5 Subject as previously provided in this Rule, the Management Committee may meet together and regulate its proceedings as it thinks fit; provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- 16.6 A member of the Management Committee shall not vote in respect of any contract or proposed contract with IBA in which he is interested, or any matter arising thereat, and if he does so vote his vote shall not be counted.
- 16.7 Not less than seven (7) clear days notice, in writing, shall be given by the Secretary to members of the Management Committee of any Special Meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 16.8 The President shall preside as Chairman at every meeting of the Management Committee, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice-President. In the event of the Vice-President not being present the members may choose one of their number to be Chairman of the meeting.
- 16.9 If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting if convened upon the requisition of members of the Management Committee shall lapse. In any other case it shall stand adjourned to 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the appointed time for the meeting, the meeting shall lapse.

- 16.10 Where necessary members of the Management Committee may attend Management Committee meetings by telephone or some other form of telecommunication.

## **17 DELEGATION/POWERS OF MANAGEMENT COMMITTEE**

- 17.1 The Management Committee may delegate any of its power to a sub-committee consisting of such members of IBA as the Management Committee thinks fit. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any directions that are imposed on it by the Management Committee:

- (a) A sub-committee shall be required to meet regularly in the course of its duties and submit reports of the sub-committee's activities to the Management Committee.
- (b) A sub-committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
- (c) A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the question shall be deemed to be decided in the negative.
- (d) A sub-committee shall have written delegated terms of reference and levels of authority under which it will operate. Sub-committees have no authority to make decisions in their own right but may make recommendations to the Management Committee for approval.

- 17.2 All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

- 17.3 A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **18 ANNUAL GENERAL OR GENERAL MEETINGS**

- 18.1 The Annual General Meeting shall be held within five (5) months of the close of the financial year.
- 18.2 The Secretary shall convene a Special General Meeting -
- (a) When directed to do so by the Management Committee; or
  - (b) On the requisition in writing signed by not less than 25 Voting Members of IBA. Such requisition shall clearly state the reasons such Special General Meeting is being convened and the nature of the business to be transacted thereat; or
- 18.3 At any General Meeting the number of Voting Members required to constitute a quorum shall be twice the number of members presently on the Management Committee plus one:
- (a) No business shall be transacted at any General Meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business.
  - (b) If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting if convened upon the requisition of members of the Management Committee or IBA, shall lapse. In any other case it shall stand adjourned to 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the appointed time for the meeting, the Voting Members present shall be a quorum.
  - (c) The Chairman may, with the consent of any meeting 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. 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. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 18.4 The Secretary shall convene all General Meetings of the Association by giving not less than fourteen (14) days notice of any such meeting to the members of the Association.
- 18.5 The manner by which such notice shall be given shall be determined by the Management Committee. Notice of a General Meeting shall clearly state the nature of the business to be discussed thereat.
- 18.6 Unless otherwise provided by these Rules, at every General Meeting:

- (a) The President shall preside as Chairman, or if there is no President or Vice-President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, then the members present shall elect one of their number to be Chairman of the meeting.
- (b) The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- (c) Every question, matter or resolution shall be decided by a majority of votes of Voting Members present.
- (d) Every Voting Member present shall be entitled to one vote and in the case of an equality of votes the Chairman shall have a second or casting vote; provided that no Voting Member shall be entitled to vote at any General Meeting if his annual subscription is more than one month in arrears at the date of the meeting.
- (e) Voting shall be by show of hands or a division of Voting Members, unless not less than one-fifth of the Voting Members present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded.

**19 BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF LEVEL 1 INCORPORATED ASSOCIATIONS AND PARTICULAR LEVEL 2 AND 3 INCORPORATED ASSOCIATIONS**

19.1 This rule applies only if IBA is:

- (a) a level 1 Association; or
- (b) a level 2 Association to which section 59 of the Act applies; or
- (c) a level 3 Association to which section 59 of the Act applies; or
- (d) an Association who enters teams in NBL1 North or Queensland South League.

19.2 The following business must be conducted at each annual general meeting of IBA:

- (a) receiving the Association's financial statement, and audit report, for the last reportable financial year;
- (b) presenting the financial statement and audit report to the meeting for adoption;
- (c) electing members of the management committee;
- (d) for a level 1 incorporated Association—appointing an auditor or an accountant for the present financial year;

- (e) for a level 2 incorporated Association, or a level 3 incorporated Association, to which section 59 of the Act applies—appointing an auditor, an accountant or an approved person for the present financial year.

## **20 BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF OTHER LEVEL 2 INCORPORATED ASSOCIATIONS**

- 20.1 This rule applies only if the Association is a level 2 Association to which section 59A of the Act applies.
- 20.2 The following business must be conducted at each annual general meeting of the Association:
  - (a) receiving the Association's financial statement, and signed statement, for the last reportable financial year;
  - (b) presenting the financial statement and signed statement to the meeting for adoption;
  - (c) electing members of the management committee;
  - (d) appointing an auditor, an accountant or an approved person for the present financial year.

## **21 BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF OTHER LEVEL 3 INCORPORATED ASSOCIATIONS**

- 21.1 This rule applies only if the Association is a level 3 Association to which section 59B of the Act applies.
- 21.2 The following business must be conducted at each annual general meeting of the Association:
  - (a) receiving the Association's financial statement, and signed statement, for the last reportable financial year;
  - (b) presenting the financial statement and signed statement to the meeting for adoption;
  - (c) electing members of the management committee.

## **22 MINUTES OF MEETINGS**

- 22.1 The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and General Meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding meeting verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General meeting.



22.2 Provided that the Minutes of any Annual General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting or Annual General Meeting.

**23 BY-LAWS**

The Management Committee may from time to time make, amend or repeal By-Laws, not inconsistent with these Rules, for the internal management of IBA and any By-Law may be set aside by a General Meeting.

**24 PROXIES**

24.1 There shall be proxies for Members of IBA, but a Member may only hold one proxy.

24.2 An instrument appointing a proxy must be in writing and be in the following or similar form:

*[Name of Association]:*

I, \_\_\_\_\_ of \_\_\_\_\_ being a member of the Association, appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the (annual) general meeting of the Association, to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and at any adjournment of the meeting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ Signature

24.3 The instrument appointing a proxy must if the appointor is an individual—be signed by the appointor or the appointor’s attorney properly authorised in writing.

24.4 A proxy must be a member of the Association.

24.5 The instrument appointing a proxy is taken to confer authority to demand or join in demanding a secret ballot.

24.6 Each instrument appointing a proxy must be given to the secretary no less than 72 hours before the start of the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

24.7 Unless otherwise instructed by the appointor, the proxy may vote as the proxy considers appropriate.

**25 ALTERATION OF RULES**

25.1 Subject to the provisions of the Act, these Rules may be amended, rescinded or added to, from time to time by a special resolution carried at any Annual General Meeting; provided that no such amendment,

rescission or addition shall be valid unless the same have been submitted to and approved by the relevant Government Department.

- 25.2 Notice of the proposed alteration shall be given in the manner provided for and shall specifically state that it is a notice of proposal to alter the Constitution, either by amending or repealing an existing provision thereof or by adding a new provision.

## **26 NOTICE OF MOTION**

- 26.1 Notices of any motion intended to be moved at an Annual General, General or Special Meeting of IBA, shall be given in writing signed by the mover and seconder thereof (who must be members of the meeting to which the Notice of Motion will be referred) to the Secretary at least twenty-eight (28) clear days prior to the date of such meeting and shall be included in the business paper on the notice calling such meeting.
- 26.2 The meeting may, by ordinary resolution, grant the mover and seconder leave to alter their motion, in a minor way without altering the intention of the motion. No major amendment to the motion will be accepted.
- 26.3 A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at the next meeting of IBA or within six (6) months from the date of its rejection, unless approved by the Management Committee.

## **27 FUNDS AND ACCOUNTS**

The funds of IBA shall be banked in the name of IBA in such Bank as the Management Committee may from time to time direct. The following provisions shall be required:

- 27.1 Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of IBA and the particulars usually shown in books of a like nature. Such record keeping may use accounting software and be recorded digitally provided such records are backed up regularly.
- 27.2 All monies shall be banked as soon as practicable after receipt thereof.
- 27.3 The Management Committee shall determine the protocol and method for dealing with payments and receipts.
- 27.4 All the expenditure shall be approved or ratified at a Management Committee meeting.
- 27.5 As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement containing particulars of:
- (a) The income and expenditure for the financial year just ended; and
  - (b) The assets and liabilities and of all mortgages, charges and securities affecting the property of IBA at the close of that year.

27.6 The income and property of IBA however derived shall be used and applied solely in promotion of its objectives and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of IBA provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advanced by him to IBA or otherwise owing by IBA to him or of remuneration to any officers or servants of IBA or to any member of IBA or other person in return for any services actually rendered to IBA provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by IBA or reasonable and proper rent for premises demised or let to IBA.

27.7 No member shall be entitled to any benefit or advantage from IBA which is not shared equally by every member thereof.

27.8 Notwithstanding any other provision contained herein, where the Association enters a team in NBL1 North or Queensland South League, it must comply with the obligations of clause 19 hereof.

## 28 DOCUMENTS

The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of IBA.

## 29 FINANCIAL YEAR

The financial year of IBA shall close on 31 December in each year.

## 30 CONFLICT OF INTEREST

A member of the Management Committee shall declare their interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of uncertainty as to whether it is necessary for a member of the Management Committee to absent them from discussion or refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred. All disclosed interests must be submitted to the Annual General Meeting in accordance with the Act.

## 31. Grievance procedure

1. This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
2. To remove any doubt, it is declared that the grievance procedure can not be used by a person whose membership has been terminated if the rules provide for an appeal process against termination.
3. A member (the **aggrieved party**) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute:
  1. a) to the other party; and
  2. b) if the other party is not the management committee, to the management committee.
4. If 2 or more members initiate a grievance procedure in relation to the same subject matter, the management committee may deal with the disputes in a single process and the members must choose 1 of the members (also the **aggrieved party**) to represent the members in the grievance procedure.

5. Subject to rule 12B, the parties to the dispute must, in good faith, attempt to resolve the dispute.
6. If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the association's secretary to refer the dispute to mediation.
7. Subject to rule 12B, if the aggrieved party asks the association's secretary to refer the dispute to mediation under subrule (6), the management committee must refer the dispute within 14 days after the request.

### **31B Grievance procedure not continued in particular circumstances**

1. This rule applies if—
  1. a) a member initiates a grievance procedure in relation to a dispute and the association or association's management committee is the other party to the dispute; or
  2. b) the aggrieved party asks the association's secretary to refer the dispute to mediation under rule 12A(6).
2. The management committee does not have to act under rule 12A(5) or (7) if—
  1. a) the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the management committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or
  2. b) before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party or terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or
  3. c) the dispute relates to an obligation under the *Liquor Act 1992* or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the association, or to refuse to serve liquor to the aggrieved party at the premises; or
  4. d) the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute relates to a matter that has already been subject of the grievance procedure.

### **31C Appointment of mediator**

1. If a dispute under rule 12A is referred to mediation-
  - a) the parties to the dispute must choose a mediator to conduct the mediation; or
  - b) if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be-
    1. i) for a dispute between a member and another member-a person appointed by the management committee; or
    2. ii) for a dispute between a member and the management committee or the association-an accredited mediator or a mediator appointed by the director of the dispute resolution centre.
2. An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
3. If subrule (2) applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

### **31 D Conduct of mediation**

1. If a mediator is appointed under rule 12A, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
2. Subrule (1) does not apply if the mediator is the director of a dispute resolution centre.
3. The mediator—

1. a) must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and
  2. b) must comply with natural justice; and
  3. c) must not act as an adjudicator or arbitrator; and
  4. d) during the mediation, may see the parties, with or without their representatives, together or separately.
4. The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under subrule (1)
5. The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
6. If the mediator can not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

### **31 E Representation for grievance procedure**

1. A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure.
2. If a party appoints a person under subrule (1) to be the party's representative, the party must give written notice of the appointment to each of the following entities—
  1. a) the other party to the dispute;
  2. b) the management committee;
  3. c) if a mediator has been appointed before the party appoints the representative—the mediator.
3. A representative who acts for a party at a mediation must—
  1. a) have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
  2. b) be authorised to negotiate an agreement for the party.

### **31 F Electronic communication for grievance procedure**

Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agrees.

## **32 DISSOLUTION**

The Association shall be dissolved only with the consent of three-fourths of the Voting Members present at a Special Meeting called for that purpose, notice of which must be posted to Members at least twenty-eight (28) days prior thereto, and advertised in the major regional newspaper, at least once in each of the two (2) consecutive weeks immediately preceding such meeting.

## **33 DISTRIBUTION OF SURPLUS ASSETS**

If IBA shall be wound up in accordance with the provisions of the relevant Act, and there remains, after satisfaction of all its debts and liabilities and property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to another legal entity that plays basketball in Queensland.

## **34NON-APPLICATION OF MODEL RULES**

Section 47 of the Act does not apply to this Constitution and the provisions of the Model Rules do not apply.