



# Australian National Working Equitation Ltd

ACN 610 777 583

[www.anwe.org.au](http://www.anwe.org.au)

## MEMORANDUM OF UNDERSTANDING

### FOR

### STATE AFFILIATION WITH ANWEL

**PARTIES:** Australian National Working Equitation Limited ACN 610 777 583

(**ANWEL**)

and

Australian National Working Equitation – VIC Inc. (Registered No INC  
A0091268D) (**ANWE VIC**)

#### **BACKGROUND:**

- I. ANWEL was established to govern working equitation in Australia.
- II. World Association Working Equitation (WAWE) is the sole international authority for working equitation and is responsible for the organisation of working equitation in different countries around the world.

- III. On 13 September 2016 WAVE appointed ANWEL as the official accredited agent for the promotion of working equitation in Australia.
- IV. ANWE VIC has been established in New South Wales with the object of promoting and developing working equitation in that State.
- V. ANWE VIC wishes to be affiliated with ANWEL.
- VI. The parties have agreed to enter into this Memorandum of Understanding.

#### **UNDERSTANDING AND AGREEMENT:**

1. ANWE VIC agrees that ANWEL will be responsible for governing the sport of working equitation nationally as the official accredited agent of WAVE with the objectives and powers set out in the Constitution of ANWEL.
2. ANWE VIC acknowledges and agrees that ANWEL may make and enforce policies in accordance with its Constitution.
3. To be a member of ANWEL and to be affiliated with ANWEL, ANWE VIC must:
  - (a) be a legal entity;
  - (b) have a constitution which is not inconsistent with the Constitution of ANWEL and which is otherwise approved by ANWEL;

- (c) comply with Clauses 5.3(c) and (d) of the ANWEL Constitution, a copy of which are attached;
- (d) conduct all competitions, events and training days in its State in compliance with the ANWEL Official Rule Book as amended from time to time and any directives from the Technical and Education and Performance subcommittees established by ANWEL;
- (e) have adequate insurance cover to conduct competitions in its State in accordance with (d) above;
- (f) hold not less than four (4) meetings each year of its committee and supply minutes of each committee meeting to ANWEL within 30 days of the conclusion of that meeting;
- (g) hold an Annual General Meeting in accordance with the ANWE VIC constitution, supplying minutes, reports and financial statements to ANWEL within 30 days of the conclusion of that meeting;
- (h) strive to increase the number of registered members and clubs affiliated with ANWE VIC and ANWEL and maximise the number of working equitation competitions conducted in its State, in each year, in accordance with the ANWEL Official Rule Book;
- (i) establish, approve, support and manage working equitation Affiliated Clubs in accordance with the

ANWEL Memorandum of Understanding between ANWEL, ANWE VIC and the Affiliated Clubs established in the State of VIC;

- (j) conduct and promote at least one (1) ANWEL approved working equitation judges' clinic each year; and
- (k) conduct and promote an annual State working equitation championship competition.

### **Conflict Resolution**

- 4. In the event that ANWEL and ANWE VIC are in disagreement over the interpretation of this agreement, the parties will take the following steps:
  - (a) Within 14 days of the establishment of the disagreement, detail in writing to the other party their understanding of their expectations and obligations under this agreement.
  - (b) Within a further 14 days meet in person or by telephone conference to discuss the issues involved and attempt to come to an agreed resolution of the disagreement.
  - (c) If after this meeting, there are still unresolved issues, the Australian Sports Commission will appoint an Arbitrator who will investigate the issues and make a decision. Both parties agree to be bound by the Arbitrator's decision.

## **Non-Compliance**

5. Failure to comply with the Arbitrator's interpretation of this agreement will result in the ANWEL Board calling a Special Members' Meeting to resolve the issue.

## **Implementation of Commitments**

6. ANWEL and the ANWE VIC will do all acts and execute all appropriate documents to implement each of their commitments under this Agreement without delay. In so implementing the commitments, each party agrees with each other party that they will act at all times in accord with their mutual intent and desire to promote the sport of working equitation for their joint benefit and that each commitment will be interpreted in accordance with this mutual intent.
7. ANWEL and the ANWE VIC agree to keep each other informed of activities and initiatives relative to this agreement and undertake not to intentionally do or allow any acts or omissions to be done that will bring the name of ANWEL, its State Associations, Club Affiliates or the sport of working equitation into disrepute or compromise the agreed goals and objectives of ANWEL.
8. ANWEL commits to: -
  - (a) uphold responsibilities in accordance with its Constitution, the Corporations Act 2001 and the principles of good governance;

- (b) develop policies that ensure the safety and wellbeing of its members, all horses and livestock;
- (c) ensure the ongoing development of working equitation for the benefit of members and the sport internationally;
- (d) ensure the maintenance of the Protocol Agreement with WAWE;
- (e) facilitate the strategic development and financial sustainability of working equitation in Australia;
- (f) promote and coordinate at least every two years a national competition;
- (g) maintain the Australian Official Rule Book and ensure alignment with WAWE and international standards; and
- (h) facilitate effective consultation and communication with ANWE VIC on the progress and development of working equitation in Australia.

### **Fees**

9. As determined by ANWEL on an annual basis, ANWE VIC must pay to ANWEL the following affiliation fees: -
  - (a) an annual affiliation by 1 August each year; and
  - (b) a rider levy calculated at an annual rate per registered rider member in the State. A percentage of the rider levy fee as determined by ANWEL is to be returned to the State Association.

This Memorandum of Understanding is to be reviewed annually. Any amendments to the Memorandum of Understanding is to be communicated to all Parties for formal agreement.

**Dated:**

For and on behalf of  
Australian National Working  
Equitation Limited:

.....  
Print name / Designation

.....  
Signature

.....  
Date

For and on behalf of  
Australian National Working  
Equitation –VIC Inc:

.....  
Print name / Designation

.....  
Signature

.....  
Date

## ATTACHMENT 1: ANWEL Constitution - Section 5.3

### 5.3 Member States

- (a) The Company will recognise only one entity in each State as the controlling body responsible for ensuring the efficient administration of Working Equitation in the whole of that State in accordance with the Objects. Member States must be legal entities.
- (b) Unless otherwise determined by the Company and subject always to **clause 5.2**, at the time of adoption of this Constitution, the first Member States of the Company will be those entities which are currently recognised by the Company as the recognised controlling body for the Working Equitation in their respective State.
- (c) Each Member State will:
  - (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Member State;
  - (ii) effectively promulgate and enforce the Constitution and Policies of the Company and the Regulations;
  - (iii) at all times act for and on behalf of the interests of the Company, the Members and Working Equitation;
  - (iv) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
  - (v) provide the Company with copies of its audited accounts, annual report and associated documents immediately following its Annual General Meeting;
  - (vi) provide the Company with copies of its business plans and budgets from time to time and within 14 days of request by the Directors;
  - (vii) be bound by this Constitution and the Policies and the Regulations;
  - (viii) act in good faith and loyalty to maintain and enhance the Company and Working Equitation, its standards, quality and reputation for the collective and mutual benefit of the Members and Working Equitation;



- (ix) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
- (x) maintain a database of all clubs, officials and members Registered with it in accordance with the Policies and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;
- (xi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Working Equitation and its maintenance and development; and
- (xii) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage its business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the relevant Member State and on such conditions as the Company considers appropriate.

(d) Constitutions of Member States

- (i) Each Member State shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that Member State.
- (ii) The constituent documents and any proposed amendments to the constituent documents of each Member State shall be subject to the approval of the Company.
- (iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Member States provided that the said constituent documents and proposed amendments conform with this Constitution or the Policies.
- (iv) If the constituent documents do not conform with this Constitution or the Policies, the relevant Member State shall, without delay, take all steps necessary to address the

inconsistency so that those documents conform with this Constitution and the Policies.

- (v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Member State and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.

The constituent documents of a Member State must require the Member State to:

- (A) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the Member State is having;
  - (B) assist the Company in investigating those issues; and
  - (C) co-operate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the Member State's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the Member State and on such conditions as the Company considers appropriate.
- (e) The Board may develop and implement Policies which may set out:
- (i) the membership criteria to be met by Member States; and
  - (ii) the privileges and benefits of Member State membership which may include the right to receive notice and attend, and the right to vote at, General Meetings.