

INGLE FARM
LITTLE ATHLETICS CENTRE
INCORPORATED



CONSTITUTION

INGLE FARM LITTLE ATHLETICS CENTRE INCORPORATED CONSTITUTION (May 2022)

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ACKNOWLEDGEMENTS

The Constitution of the Ingle Farm Little Athletics Centre (2003) was adapted from the Constitution of the Ingle Farm Little Athletics Centre (1993), the Model Constitution supplied by the SALAA, Information supplied by the Department of Corporate and Business Affairs, and a Sample Constitution from the Down Syndrome Society of SA.

The 2003 Constitution was compiled by Mr Richard McGrath and Mrs Leonie May in compliance with instructions from the 2002-03 Committee. This was then modified by Mr Liam Sanders in compliance with instructions from the 2016-17 Committee, to form the Constitution of the Ingle Farm Little Athletic Centre (2017).

The 2017 Constitution was modified by Mr Liam Sanders and approved by the 2021-22 Committee of the **Ingle Farm Little Athletics Centre**, to form the Constitution of the Ingle Farm Little Athletic Centre (2022).

1. NAME

- a. The Centre Shall be called the "**Ingle Farm Little Athletics Centre Incorporated.**", hereinafter called the **CENTRE.**

2. DEFINITIONS AND INTERPRETATIONS

a. Definitions

In these rules, unless a contrary intention appears:-

- i. Member - Means a member of the Centre as specified in Clause 3.
- ii. Committee - Means the Centre Committee.
- iii. Committee Member - Means duly elected or appointed Member or Executive Member of the Centre Committee.
- iv. Chairperson - Means the person Chairing the Centre meeting.
- v. SALAA - Means the South Australian Little Athletics Association Incorporated.
- vi. Executive Member - Means Executive members as specified in Clause 9.
- vii. Special Resolution – A resolution in which more than a simple majority of votes is needed. The number of votes needed shall be as specified in the relevant clauses, or two-thirds (2/3) of those present and voting.

b. Interpretation

In these rules, unless a contrary intention appears:-

- i. Words importing the singular shall include the plural and vice versa.
- ii. Words importing one gender shall include the other gender.
- iii. A requirement that something is in writing will be met if it is produced by electronic means.
- iv. A reference to a number of days refers to consecutive calendar days, inclusive of weekends and holidays.
- v. Any resolution or poll shall be passed by a simple majority of members present and voting, except Special Resolutions.

3. MEMBERSHIP

- a. Membership of the **Centre** shall be granted to each Registered Athlete, upon payment of the prescribed registration fee, and shall expire if not renewed annually.
- b. Voting powers at Annual General Meetings and Special General Meetings of the **Centre** shall be vested in:
 - i. The parents and / or guardians of each Registered Athlete that is under the age of eighteen (18).
 - ii. Each Registered Athlete over the age of eighteen (18).
- c. Each other member as specified in Clause 3d and Clause 3e.
- d. Membership of the **Centre** shall be duly granted to Life Members duly elected as in specified Clause 10, and shall have the same rights as other members, however:-
 - i. Life Membership shall not expire except upon the death of the holder.
- e. Associate Membership shall bestow the same rights as other memberships. Associate Membership shall expire upon an individual ceasing to qualify for such membership. Associate Membership shall be granted upon request to individuals who are:-

- i. Duly appointed Centre officials, providing that:-
 1. They hold current accreditation.
 2. They, to the satisfaction of the Committee, contributed to the officiating responsibilities of the **Centre** during the preceding season, and remain involved with the **Centre**.
- ii. A duly appointed Centre coach, provided that:-
 1. They hold current accreditation.
 2. They are using as their primary coaching location, the home ground of the **Centre**, or any other locations as may be approved by the Centre Committee.
- iii. Duly elected members of the Centre Committee who are not entitled to another form of membership. Appointment to the Centre Committee shall not entitle an individual to Associate Membership.
- f. All members shall have their details recorded the register of members.

4. OBJECTS AND PURPOSES

- a. The objects of the **Centre** shall be:-
 - i. To provide the necessary guidance and supervision for Little Athletics at their competitions.
 - ii. To provide coaching and training for Little Athletes.
 - iii. To register Athletes with the **SALAA**.
 - iv. To promote the ideal of children competing for personal satisfaction through improved performance.
 - v. To appoint delegates to Association, Regional and Subcommittees as required by **SALAA** Constitution and Rules.
 - vi. To arrange **Centre** Competitions and enter Athletes and Teams in Regional Competitions, State Relay, Multi-Event, and Individual Championships and other Events as deemed appropriate.
 - vii. To collect registration fees on behalf of the **SALAA**
 - viii. To charge a **Centre** fee annually for equipment and other expenses as deemed appropriate by **SALAA** and **Centre**.
 - ix. To promote the sport of Athletics as a recreational and social activity for children and their families.
 - x. To encourage and assist local communities, Primary Schools and High Schools within **Centre** area to organise and conduct athletic competitions.
 - xi. As an affiliated Member of the **SALAA** assist with the development of state-wide Little Athletics and to perform any act consistent with the objects of the **SALAA** Constitution and Rules.
 - xii. To promote National development of coaching standard and resources.
 - xiii. To encourage the affiliation to like bodies
 - xiv. To promote the development of new and appropriate events.
 - xv. To liaise with any other organization with similar objectives and to assist and supplement the work of these organizations where desirable.
 - xvi. To promote the use of safe equipment and facilities.
 - xvii. To offer the benefits of the **Centre** to all children and their families, regardless of race, nationality and religious beliefs or ability and without promoting the cause of any political party.
 - xviii. To perform any act consistent with the objects of the **Centre** as allowed by the Constitution and Rules.

5. AFFILIATION

- a. The **Centre** shall be affiliated with the **SALAA** and shall be bound by the Constitution and Rules of the **SALAA** and the decisions and directives of both the Board of Directors and the **SALAA** Special and General Meetings.
- b. The **Centre** may be affiliated with other bodies as necessary to pursue the objects and purposes of the **Centre**.

6. UNIFORM

- a. The uniform of the **Centre** shall be accordance with that approved by the Centre Committee and the Board of Management of the **SALAA**.
- b. The uniform of the **Centre** shall, subject to Clause 6a, be:-
 - i. A predominantly bottle green and white shirt, featuring the Centre emblem on the back.
 - ii. Black shorts, above the knee / two way stretch bicycle shorts / briefs.

7. CENTRE POWERS

- a. The powers of the **Centre** shall be to ensure the objects of the **Centre** are maintained and in particular:-
 - i. To acquire, hold, deal with, and dispose of, any real or personal property.
 - ii. Administer any property on trust.
 - iii. Open and operate bank accounts.
 - iv. Invest its monies:-
 1. In any security in which trust monies, by Act of Parliament be invested.
 2. In any other manner authorised by the rules of the **Centre** or **SALAA**.
 - v. Borrow money upon such terms as the **Centre** Committee thinks fit.
 - vi. Give such security for the discharge of liabilities incurred by the **Centre** as the **Centre** thinks fit.
 - vii. Appoint agents to transact any business of the **Centre** on its behalf.
 - viii. Enter into any other contract it considers necessary or desirable.
 - ix. To act alone or with other Representative bodies in the interests of Little Athletics.
 - x. To promote and sanction meetings and other athletic competitions that may be deemed necessary for the benefit of the registered athletes of the **Centre**.
 - xi. To register children who are eligible for registration with the **SALAA**.
 - xii. To do all such other acts that are necessary in the promotion of the objectives of the **Centre** in particular and Little Athletics in general.

8. RESIGNATION

- a. A Member may resign their membership by giving written notice to the Secretary of the **Centre**.
- b. Such resignation and the reason if any, shall be recorded in the minutes of the next Centre Committee meeting.

9. MANAGEMENT

The general management of the **Centre** shall be vested in a committee, which shall be elected at the Annual General Meeting and shall consist of:-

EXECUTIVE COMMITTEE MEMBERS

- a. Each person shall only be **elected** to one Executive Committee office.
- b. Each Executive Committee office shall be filled by a single person.
- c. The Executive Committee shall comprise of:-
 - i. President
 - ii. Secretary
 - iii. Treasurer
 - iv. Recorder
- d. In the absence of the President, the Vice President shall be considered a member of the Executive Committee.

COMMITTEE MEMBERS

- e. Of whom there shall be at least seven (7), and shall comprise of:
 - i. Vice President
 - ii. Registrar
 - iii. Officials Coordinator
 - iv. Coaching Coordinator
 - v. Line-Marking and Grounds Coordinator
 - vi. Fundraising Coordinator
 - vii. Digital Media Coordinator
 - viii. Association and Regional Representative
 - ix. Canteen Manager
 - x. First Aid Coordinator
 - xi. Members General;
 1. Of whom there may be multiple, subject to the following limits:
 - a. The number of Committee Members cannot exceed twenty-one (21).
 - b. The number of Members General shall not exceed ten (10).
 2. Who cannot concurrently hold any other position on the Committee, and shall resign as a General Member in the event they are appointed to another position.
- f. Each Committee Office shall be filled by a single person.

10. COMMITTEE POWERS

- a. The Committee, in addition to any powers and authorities conferred by these rules, may exercise such powers and do all such things as are within the objects of the **Centre**.
- b. The Committee shall be empowered to:-
 - i. Administer the policies and affairs of the **Centre** in a manner, which will achieve the objectives and maintain the Powers of the Centre.
 - ii. Recommend alterations to the existing Constitution. Such recommendations shall be notified to the members at least **twenty-eight (28) days** prior to the date set for the next Annual General Meeting or Special General Meeting at which they are to be presented.
 - iii. Delegate any or part of its duties to a Sub-committee with the exception of its delegation, provided that it shall retain the power to review or reject the actions of the Sub-committee. Such Sub-committee shall only carry out the functions specified in writing by the **Centre** Committee. The **Centre** Committee prior to implementation shall ratify all Sub-committee findings and recommendations.
 - iv. Propose to the **Centre** that Life Membership be granted to any person over **eighteen (18)** years of age who, for a **period of five (5) years** or more has given outstanding service in the interests of the **Centre**. A maximum of **two (2) appointments** to be made in any **one (1) year**. All other selections to be held over. The Committee in office to consider all persons eligible under the required criteria and selections to be announced at the subsequent Annual General Meeting.
 - v. Propose to the **Centre** that **Junior Life Membership** be granted to any registered **Centre** Athlete who has registered and competed at the Centre for **seven (7) consecutive seasons**, and competed in **at least 50%** of the **Centre and including SALAA** meetings each season.
 - vi. Determine charges and fees to be levied for the ensuring year.
 - vii. Conduct such fundraising as deemed necessary.
 - viii. Fill any casual vacancy on the **Centre** Committee or an unfilled Committee position by appointing a **Centre** member providing the said **Centre** member is willing to join the Committee. Subject to Clause 14 such an appointment shall be held until the next Annual General Meeting.
 - ix. Jointly or individually carry out all other things compatible with the objectives of the **Centre** and necessary for the proper management of the **Centre**.
 - x. Promulgate and enforce **Centre** rules necessary for the proper conduct of **Centre** affairs.
 - xi. Take all actions permitted by these rules, to ensure to the extent practicable the sustainable preservation of the Centre.

11. RESPONSIBILITIES OF THE COMMITTEE

- a. Having regard for the **Centre** Constitution, the responsibilities of the Committee shall be:-
 - i. Plan and coordinate all activities for the **Centre**.
 - ii. Act on behalf and in the interests of the **Centre** members at all times.
 - iii. Set rules and policies as required for the good conduct of the incoming **Centre** Committee.

12. DUTIES OF THE COMMITTEE

a. PRESIDENT

- i. Maintaining established principles for Constitutional Matters, Discipline of the **Centre** and the Aims and Ideals of the **Centre**.
- ii. Monitoring the operation of the principles and facilitating any changes in accordance with the Constitution.
- iii. Representing the **Centre** where possible at **SALAA** Annual General Meetings, and all **Centre** activities and meetings with outside agencies where applicable.
- iv. Chairing and conducting all meetings of the **Centre** in an orderly manner.
- v. Be a signatory to the Bank Accounts of the **Centre**.
- vi. Observing the meaning of the Constitution.
- vii. Ensuring a fair hearing for all members.
- viii. Bringing to notice of the Committee any issues or matter which may affect the **Centre**.
- ix. Understanding the meeting procedure and encouraging all members to participate in an orderly manner
- x. Ensuring that all Committee Members carry out the tasks allocated to them.
- xi. Preparing an Annual Report of the **Centre's** activities, for presentation to the Annual General Meeting and **SALAA**.
- xii. Arranging a planning session for the coming season.
- xiii. Other duties as may be assigned by policy.

b. SECRETARY

- i. The faithful recording of the minutes of Committee Meetings, Special General Meetings and the Annual General Meeting.
- ii. The distribution of the minutes and proposed agenda at least one week prior to the next meeting.
- iii. Receiving and recording all correspondence on behalf of the Committee and tabling correspondence at Committee Meetings.
- iv. All incoming mail shall be addressed to the Secretary and outgoing shall be under the Secretary except where otherwise specified within the constitution or policy
- v. Copies of all correspondence shall be provided to the Secretary, who shall provide copies of all correspondence relevant to appropriate Committee Members at the earliest convenient time.
- vi. Responding to all correspondence as necessary and expediently as possible. Retain a copy and recording correspondence sent on behalf of the Committee.
- vii. Being a signatory for the **Centre**.
- viii. Assisting the President in the organization of the Committee and other meetings.
- ix. Ensuring that all **SALAA** dates and closing dates are met.
- x. Reporting any accidents or injuries to **SALAA**, and other authorities as relevant.
- xi. When **Centre** hosting **SALAA** events, contacting **SALAA** Office for appropriate signage for the **SALAA** Sponsorship.
- xii. Ensuring the all **Centre** contact information is confidential within the Committee.
- xiii. Other duties as may be assigned by policy.

c. TREASURER

- i. Maintaining to accurately record all Centre Income and Expenditure.
- ii. Publishing on a regular basis (preferably monthly) a summary of the accounting activity including the bank balance.
- iii. Liaising with Financial Institutions from time to time to place any surplus funds into the appropriate investment account.
- iv. Being a signatory for the **Centre** and with other members of the Executive Committee conducting a current account with a suitable Financial Institution for the purpose of the payment of the authorised outgoings of the **Centre**.
- v. Preparing an annual budget.
- vi. Ensuring a true account of all Assets and Liabilities is kept.
- vii. Arrange for an audited Annual report of income and expenditure to be presented to members at an Annual General Meeting.
- viii. In accordance with the **SALAA** Constitution, ensuring an audited Financial Statement is sent to **SALAA** following the **Centre** Annual General Meeting.
- ix. Paying all accounts, after a motion has been passed to authorise payment of each and every account.
- x. Other duties as may be assigned by policy.

d. RECORDER

- i. The correct entry of the result sheets of each **Centre** meet.
- ii. Ensuring that a system is in place to get the results of each event to parents of members.
- iii. The formulation and application of adequate procedures to ensure the accuracy and veracity of all results recorded.
- iv. The maintenance and publication of all **Centre** and Age records/best performances.
- v. The publication and distribution to the Committee of any reports, which it resolves, will assist in the operation of the **Centre**, including those required by the Registrar
- vi. The collation and recording of age group records and information necessary to determine **Centre** Awards and Trophies.
- vii. Preparation of All Age Group folders prior to each meet.
- viii. Arrange for the proof reading and checking of records for the allocation of awards and trophies.
- ix. Arrange for the purchase of awards and trophies.
- x. Other duties as may be assigned by policy.

e. COMMITTEE MEMBERS

i. VICE PRESIDENT

1. Assisting the President, when required, in the administration of the **Centre**.
2. Liaising with Parents, Members and Helpers to find out what areas are required to further improve the running of the **Centre**.
3. Standing in when needed, in the absence of the President.
4. Other duties as may be assigned by policy.

ii. REGISTRAR

1. At the beginning and during each season issue, process and record the registration on a registration form of every new and returning athlete.
2. Issuing to each **Centre** athlete their registration number, and other items as may need to be distributed upon registration.
3. Informing **SALAA** of any changes that may occur during the season e.g. Transfers, changes of address, loss of registration number etc.
4. Maintaining a register of all current and prior season Athletes.
5. Carry out other duties as designated by **SALAA** in relation to the registration of athletes with the **Centre** and **SALAA**.
6. Other duties as may be assigned by policy.

iii. Officials Coordinator

1. Recruitment of Centre Officials.
2. Ensuring that up to date information on event rules are available to members.
3. Ensuring that enough Centre helpers are available to fill any requirements for SALAA and Inter-centre meets.
4. The Officials Coordinator shall hold current accreditation as an official in at least one track or field discipline.
5. Maintaining a register of all Centre Officials, including their membership status, accreditation, clearances, and other information as may be required.
6. Other duties as may be assigned by policy.

iv. Coaching Coordinator

1. Establish and conduct regular coaching sessions for all **Centre** athletes for all events.
2. Recruitment and coordination of Centre Coaches.
3. The Coaching Coordinator shall hold current accreditation as a Level 1 or higher athletics coach
4. Maintaining a register of all Centre Officials, including their membership status, accreditation, clearances, and other information as may be required.
5. Other duties as may be assigned by policy.

v. Line-Marking and Grounds Coordinator

1. Ensuring, when necessary, the Track and Field is adequately marked for each **Centre** meet and training.
2. Monitoring the condition of the grounds, and arrange for maintenance when necessary.
3. Maintaining the marking equipment.
4. Liaising with Council in relation to maintenance of grounds where applicable.
5. Other duties as may be assigned by policy.

vi. Fundraising Officer

1. Organising and managing any fundraising activities approved by the Committee.
2. Organising and managing any social events approved by the Committee.
3. Coordinating the application and acquisition of sponsorship,

donations and gifts.

4. Other duties as may be assigned by Policy.

vii. Digital Media Coordinator

1. Managing and administering the digital media platforms of **the Centre**, with the assistance of other committee members as necessary.
2. Ensuring that digital media platforms contain up to date information about the sponsors of the **SALAA** and the **Centre**.
3. Ensuring that information displayed on digital media is up to date.
4. Other duties as may be assigned by Policy.

viii. Association and Regional Representative

1. In conjunction with the President, attend and represent the **Centre** at meetings of the SALAA, and any other bodies to which the **Centre** may be affiliated with.
2. Vote on all motions put to the meeting in accordance with the rules of the body.
3. Vote for persons in any individual election that may be conducted in accordance with the rules of the body.

ix. Canteen Manager

1. Provision and operation of the Canteen or Barbeque, as appropriate, at every **Centre** meet.
2. Ensure that all **SALAA** products are sold through the **Centre** canteen.
3. Ensure the adequate staffing of the Canteen.
4. Keep an adequate accounting of all provisions purchased, sold and held by the canteen.
5. Remittance to the Treasurer of all moneys collected from the operations of the canteen.
6. Other duties as may be assigned by Policy.

x. First Aid Coordinator

1. Keeping an up-to-date First Aid Kit and Asthma Aware Kit. Recruitment and coordination of First Aid Officers.
2. Ensuring an accurate record of all injuries is kept, and reporting these to other authorities as required.
3. The First Aid Manager shall be a First Aid Officer, and shall hold any relevant qualifications and clearances.
4. Other duties as may be assigned by Policy.

xi. Members General

1. Participation in the meetings and general management of the Centre.
2. Other duties as may be assigned by Policy.

13. COMMITTEE MEETINGS

- a. The Committee shall meet together monthly for the dispatch of business unless decided by vote of more than **fifty percent (50%)** of committee members present. All resolutions and proposals passed at any Sub-committee meeting shall be presented for ratification.
- b. A **quorum** shall consist of a **simple majority or five (5) members** whichever is higher, and must include at least one Executive member.
- c. At all meetings the President or in his/her absence the duly appointed deputy shall have the casting vote only which if exercised should not be used to change the status quo.
- d. To be effective any resolution approved by the Committee shall be decided upon by a simple majority of the Committee members present.
- e. An Executive Committee comprising the President, Secretary and Treasurer and any other available Executive Committee Members shall be empowered to make decisions requiring immediate action only.
- f. A Committee member having a pecuniary interest in a contract with the **Centre** shall disclose that interest to the Committee and shall not vote with respect of that contract.
- g. The President or Vice-President, or in his/her absence or in his/her declining to take or retiring from the chair one of the Committee members present chosen by majority vote shall preside as Chairperson at each meeting of the **Centre**.
- h. Any Committee member who is absent for **three (3) consecutive meetings** without an acceptable apology or leave of absence will automatically vacate his or her position on the Committee.

14. ELECTION OF COMMITTEE MEMBERS

- a. The Executive Committee members shall be elected at an Annual General Meeting of the **Centre** for a **period of two (2) years. Half (1/2) of the Executive Committee** are due for re-election on the **even Calendar Years (President and Recorder)**; the remaining **half (1/2) of the Executive Committee** are due for re-election on the **odd Calendar Years (Treasurer and Secretary)**.
 - i. In the event that an Executive Committee position becomes vacant at a time other than at the Annual General Meeting in a year in which it is due to become vacant then:-
 1. An individual appointed to the position shall, subject to Clause 15, hold it until the next General Meeting, at which point an election shall occur.
 2. An individual elected to the position shall hold it until the next Annual General Meeting at which it is due to become vacant.
- b. The Committee members shall be elected at an Annual General Meeting of the **Centre** for a **period of twelve (12) months** and shall hold office until their positions falls vacant subject to Clause 15. Hereof.
- c. Written individual nominations for Committee membership shall be received by the Secretary at **least fourteen (14) days prior** to the Annual General Meeting. In the event insufficient nominations are received for the number of vacancies, nominations shall be accepted from the floor at the Annual General Meeting. Written nominations shall be signed by the proposer and by the nominee to signify a **willingness** to stand for election.
- d. In the event that more nominations are received than there are available positions an election shall be held. The members shall be elected by a

simple majority of the members present and in the case of equality, the acting Chairperson shall have a casting vote.

e. Nominations to the Committee shall be open to any **Centre** member.

15. DISQUALIFICATION OF COMMITTEE MEMBERS

a. The office of a Committee member shall become vacant if a Committee Member is:-

- i. Disqualified by the **SALAA**
- ii. Permanently incapacitated due to ill health.
- iii. Absent without apology from **three (3) consecutive** meetings.
- iv. Expelled under these rules.

16. EXPULSION OF COMMITTEE MEMBER

- a. Subject to giving a Committee member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a Committee member from the Committee upon a charge of misconduct or actions deemed to be detrimental to the interests of the **Centre** or **SALAA**.
- b. Particulars of the charge shall be communicated to the Committee member at **least one (1) calendar month** before the meeting of the Committee at which the matter will be determined.
- c. The determination shall be communicated to the Committee member in writing and in the advent of an adverse determination, the Committee member shall be subject to **Clause 16d** cease to be a Committee member from the time of such communication. The expelled Committee member shall retain all rights and privileges of a **Centre** member, but shall not be eligible for appointment to the **Centre** Committee until the next Annual General Meeting following the expulsion.
- d. It shall be open to the expelled Committee member to appeal to the **SALAA** through the Education Director against the expulsion. The intention to appeal should be communicated to the Education Director of the **SALAA** within **fourteen (14) days** after the determination of the Committee has been communicated to the Committee member.
- e. In the event of an appeal under **Clause 16d** being upheld by the **SALAA**, the expelled Committee member shall be immediately **reinstated** as a Committee member.

17. MEETINGS OF THE CENTRE

- a. An Annual General Meeting shall be held in the month of March or April of each year and prior to the Annual General Meeting of the **SALAA**.
- b. Upon a requisition in writing of not less than ten (10%) percent of the total number of members of the **Centre** or at the request of the Committee, the Committee shall within one (1) month of the receipt of the requisition convene a Special General Meeting for the purpose specified in the requisition.
- c. Every requisition shall be signed by the members making the same and shall state the purpose of the meeting.
- d. If a Special General Meeting is not convened as required under Clause 17b (d) the requisitionists may convene a Special General Meeting. Such a meeting shall be convened in the same manner as a meeting convened by the Committee and for this purpose the Committee shall ensure that the requisitionists are supplied free of charge with the particulars of the members entitled to receive notice of meeting. The reasonable expenses of

- convening and conducting such a meeting shall be borne by the **Centre**.
- e. At **least fourteen (14) days** notice of any General Meeting shall be given to members. The notice shall set out the venue and particulars of the nature and order of business to be transacted at the meeting.
 - f. A notice may be given by the **Centre** to any member by serving the member with a notice **personally** or by sending it by **post or electronically** to the address appearing in the Register of Members.
 - g. Where notice is sent by post, service of the notice shall be deemed to be effected if it is properly posted to the member by ordinary prepaid mail.

18. PROCEEDINGS AT MEETINGS

- a. **Twenty five percent (25%)** of members present personally or by proxy shall constitute a **quorum** at any General Meeting.
- b. If within **thirty (30) minutes** after the time appointed for the meeting a quorum is not present, a meeting convened upon the requisition of members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within **thirty (30) minutes** of the time appointed for the meeting the members present shall form a **quorum**.
- c. The President or Vice-President, or in their absence or on their declining to take, or retiring from the chair, one of the Committee members chosen by the meeting shall preside as **Chairperson** at every General Meeting of the **Centre**.
- d. If there is no such Chairperson present within **five (5) minutes** after the time appointed of holding the meeting, the members present shall choose one (1) of their number to be Chairperson.
- e. To be effective, any ordinary resolution approved by a meeting must be carried by a **simple majority** of the members present.
- f. The Chairperson with the consent of any meeting at which a **quorum** is present shall if so directed by the meeting adjourn 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.
- g. When a meeting is adjourned for **thirty (30) days** or more, notice of adjournment shall be given as if that meeting was an original meeting of members.

19. THE SEAL

- a. The **Centre** shall have a Common Seal upon which its Corporate name shall appear in legible characters.
- b. The Seal shall not be used without the express authorisation of the Committee and every use of the Seal shall be recorded in the minutes of the **Centre**. The President and the Secretary shall witness the affixing of the Seal.
- c. The Seal shall be kept in the custody of the Secretary or such other person as the Committee may from time to time decide to retain the Seal in custody.

20. MINUTES

- a. **Proper minutes** of all meetings of the **Centre** and of meetings of the Committee shall be entered within **one (1) month** after the relevant meeting in the Minutes Book kept for that purpose.
- b. The Minutes kept pursuant to this rule shall be **signed** by the Chairperson of the meeting at which the proceedings took place or by the Chairperson at the next succeeding meeting.
- c. Where minutes are entered and signed they shall until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings of the meeting shall be defined to have been duly held and that all appointments made at a meeting shall be deemed to be valid.

21. CENTRE DELEGATES

- a. From time to time, the Committee shall appoint delegates to represent the **Centre** at **SALAA** meetings, with the number of delegates appointed to be in accordance with **SALAA** requirements and allowances for each meeting.
- b. If a **Centre** delegate is unable to attend a **SALAA** meeting then this person shall notify the Executive of the **Centre** Committee as soon as possible after becoming aware of the inability to attend.
- c. In the event of Clause 21b above the Committee shall appoint a temporary delegate or proxy.
- d. Delegates shall present written reports of such meeting to the **Centre** committee at the following committee meeting.

22. POWER OF CENTRE DELEGATES

- a. Delegates appointed and directed by the **Centre** shall present the views and directions of the **Centre** and ensure that the view and directions of the Committee have been obtained on all matters appearing on the notice paper before attending meetings as specified in Clause 21.
- b. The views expressed at any meeting shall be the views of the **Centre** as far as possible and **NOT** those of the individual delegate.
- c. Delegates appointed and directed by the **Centre** and duly recognised by the Chairperson of each meeting after signing the meeting roll shall have the power to:-
 - i. Vote on all motions put before the Chair in accordance with the **SALAA** Constitution.
 - ii. Vote for persons in any individual election that may be conducted in accordance with the **SALAA** Constitution.
 - iii. Debate or question all motions put before the Chair in accordance with the **SALAA** Constitution.
 - iv. Move on a motion or recommendation to the meeting in accordance with the **SALAA** Constitution.
 - v. Move a motion to reject any report or proposal presented by the meeting, which is considered by the **Centre** to be unconstitutional or not in the best interests of the **Centre** and Little Athletics.
 - vi. Debate on or record a vote for or against a motion to amend the **SALAA** Constitution submitted by an Affiliated Centre or Club or Board of Directors in accordance with the **SALAA** Constitution.

23. AMENDMENT(S) TO THE CONSTITUTION

- a. This Constitution may be repealed, altered or amended by a special resolution of two thirds of the members present and voting at an Annual General Meeting or Special General Meeting, at which notice of the proposed repeal, alteration or amendment, has been distributed to all interested members.
- b. Motions to amend this Constitution shall:-
 - i. Be submitted to a General Meeting and shall only be proposed by a Financial member of the **Centre**.
 - ii. Be in writing and signed by the proposer and seconder and shall be sent to the **Centre** Secretary or if submitted on behalf of the Committee, signed by two (2) Committee members a minimum of **forty five (45) days** prior to the date set for the General Meeting.
- c. Amendments to the Constitution shall only be voted on at an Annual General Meeting or Special General Meeting.
- d. To become effective a resolution to amend the Constitution of the **Centre** shall be carried by a simple majority of the members present.
- e. Resolutions for the purpose of introducing an amendment must be specific and refer to the Paragraph and Clause concerned specifying the insertion, deletion or additions of words that are required and followed by the Paragraph and Clause, as it would appear if amended.

24. TRANSFER OF ASSETS

- a. The Assets of the **Centre** whether derived per medium of income or property shall **NOT** be given, paid or transferred in any way to any member of the **Centre** except the payment in good faith for goods supplied in the ordinary course of business or for reasonable out of pocket expenses incurred by an authorised person acting under the direction of the Committee. **THIS CLAUSE IS IRREVOCABLE** and shall not be amended or deleted as provided for Clause 21.

25. FINANCE

- a. The **Financial year of the Centre** shall commence on the **first (1st) day of April annually and end on the last day of March** in the following year. During this time the financial affairs of the Centre shall be administered by the Committee which shall:-
 - i. Direct the Treasurer to receive all monies owing to the **Centre**, pay all invoices and expenses incurred, arrange for the authorisation of Centre cheques by the signature of **two (2) Committee Members** who have duly been authorised by the Committee to operate the Centre account. The **second (2nd) signatory** for the Centre cheques **shall not** be the **Spouse of the first (1st) signatory**.
- b. An **auditor** shall be appointed annually at the Annual General Meeting of the **Centre** and shall hold office until the next such meeting. The books of the Account and Financial Statements shall be audited at the end of each **Financial year** and the Auditor shall certify the result of such audit in writing.
- c. Direct the Treasurer to present the Annual General Meeting, and audited Annual Report for the **Centre** financial year just completed.
- d. Direct the Treasurer to maintain a budget allocation for the acquisition or replacement of equipment for the **Centre**.
- e. Direct the Treasurer to invest any surplus funds as agreed.

- f. To do all other things necessary for the fit and proper financial management of the **Centre**.

26. VOTING RIGHTS

- a. Subject to these rules, each member present or by proxy shall be entitled to one (1) vote only.

27. PROXIES

- a. A member shall be entitled to appoint in writing a member of the **Centre** to be his/her proxy and attend and vote at any meeting of the Committee or **Centre** in which the member has the right to vote.

28. RECESSION OF THE CENTRE

- a. The **Centre** shall not go into recess except by special resolution of at least **seventy five percent (75%)** of the members of the committee present for that purpose of placing the **Centre** in recess.
- b. In the event of the **Centre** being in recess for more than **one (1) season** then a Special General Meeting shall be called for the election of a new committee to see to the affairs of the **Centre**. In the of event not enough committee members being nominated and/or elected at a Special General Meeting, then the **Centre** shall remain in recess until the next current Annual General Meeting.
- c. **While the Centre is in recess it shall revert to the portfolio of the SALAA Executive Director for that purpose.**

29. DISSOLUTION

- a. The **Centre** shall not be wound-up except by the favourable vote of **seventy-five (75%) percent** of the members present at a Special General Meeting called for the purpose.
- b. In the event of the **Centre** not functioning for two (2) years, dissolution shall be mandatory. The last available Committee shall be used to give effect to this clause and such Committee shall act in compliance with the requirements of this Clause.
- c. Any and all Assets remaining after full settlement of all just debts and liabilities incurred by the **Centre** shall be disposed of by transfer to the **SALAA** or in the event of the **SALAA** has been disbanded, to some institution or organization approved by the Committee in it's absolute discretion as having similar objects to the **Centre**. Such institution or organization shall have in its Constitution an **IRREVOCABLE CLAUSE** or Paragraph prohibiting the gift or transfer of it's Assets to any of it's Members or Subscribers.

30. THE LAW

- a. This Constitution shall be governed and constructed under the laws of South Australia.