**The Companies Act-Jamaica 2004**

**Constitution Of Jamaican Touch Association Limited**



**Jamaican Touch Association**

**Constitution**

Drafted by: Laura Edwards

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1. NAME

The name of the association is **Jamaican Touch Association Limited**.

1. INTERPRETATION
2. In this constitution, unless the context otherwise requires :-

**Act** means The Companies Act- Jamaica 2004 (Act)

**Affiliate** means a local or international entity that conducts and/or administers Touch Rugby competitions and training clinics.

**Appointed Director** means a Director appointed under section

**Board** means the specially appointed members of the Association acting as a body.

**Board Member** means the appointed member of the Association acting as part of the Board.

**President** means the chief administrator of the Association.

**Claim** means any action, suit, proceedings, claim, demand, damage, penalty, cost or expense however arising but does not include actions brought under this constitution or Regulations.

**Delegate** means the person(s) appointed from time to time by Affiliates or the Association itself for specific projects.

**Financial year** means the year ending March 31 in each year.

**General Meeting** means the Annual or any Special General Meeting of the Association.

**Individual Member** means a natural person who is a registered financial benefactor of the Association and/or an Affiliate and/ or Participants.

1. In this Constitution:
2. A reference to a function includes a reference to a power, authority and duty.
3. 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 of the performance of a duty.
4. A word importing the singular includes the plural and vice versa.
5. A word importing a gender includes all other genders.
6. A reference to persons includes the corporation and bodies politic.
7. A reference to a person includes the legal personal representatives, successors and permitted assign of that person.
8. A reference to statue, ordinance, code or other law includes regulations and other statutory instruments under it an consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
9. If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, that phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be read down, the phrase or provision shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
10. Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.
11. The Association is established solely for the Objects herein outlines.
    1. Objects

The Association is established solely to:

1. Create a single uniform entity through and by which Touch Rugby can be conducted, promoted and administered.
2. Conduct, encourage, administer, promote, advance and manage the sport of Touch Rugby in Jamaica through competition, training and non-commercial means.
3. Affiliate and otherwise liaise with Federation of International Touch and such other bodies as may be desirable, in the pursuit of these objectives.
4. Formulate, issue, interpret, implement and amend from time to time such Regulations as are necessary for the control and conduct of Touch Rugby in Jamaica.
5. To determine, arrange and disseminate information about Jamaican Touch events.
6. Maintain a central registry of Members
7. Pursue sponsorship and marketing opportunities as are appropriate to further these objectives.
8. Strive for and maintain government, commercial and public recognition of the Association.
9. Promulgate and secure uniformity in such rules and standards as may be necessary for the management and control of Touch Rugby competitions and activities, including but not limited to playing rules, refereeing, selecting and coaching standards.
10. To develop the sport of Touch Rugby and the Association into an organised institution and having regard to these objects; to foster, regulate, organise, control, conduct and manage tournaments, competitions, exhibitions and others activities both locally and overseas; and to issue certificate and award trophies.
11. Ensure that environmental considerations are taken into account in all Touch Rugby and related activities conducted by the Association.
12. Select and control teams or sides to represent Jamaica or the Association both locally and overseas.
13. Select and train referees at all recognised levels to represent the Association in tournaments staged locally and overseas.
14. Develop, and manage elite or high performance Touch Rugby programmes throughout Jamaica.
15. Promote the health and safety of Participants.
16. Establish and conduct educational programmes for Participants in the implementation and interpretation of Touch Rugby rules and standards.
17. Represent the interests of its Members and of Touch Rugby generally in any appropriate forum.
18. Have regard to public interest in all operations undertaken by the Association.
19. Seek and obtain improved facilities for the playing and enjoyment of Touch Rugby.
20. Encourage Participants to realise their potential and athletic abilities.
21. Encourage and promote performance-enhancing drug free competition.
22. Do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits these Objects are intended to achieve.
23. Co-operate with or join any association, organisation, society or individual whose activities or objects are similar to those of the Association or which advance the sport of Touch Rugby in accordance with the Objects and spirit of the Association.
24. POWERS

Solely for furthering the Objects of the Association, in addition to the rights, powers and privileges conferred on it under the Act the legal capacity and powers set out under Clause 5 of the Companies Act Jamaica.

1. APPLICATION OF INCOME
2. The income and property of the Association shall be applied solely towards the promotion of the Objects.
3. No portion of the income or property of the Association shall be paid or transferred directly or indirectly to any Member.
4. No remuneration or other benefit in money or money’s worth shall be paid or given by the Association to any Member who holds any office of the Association.
5. Nothing contained in clause 5(b) or (c) shall prevent payment in good faith of or to any Member/ Board Member.
6. For any services actually rendered to the Association as employee, consultant or otherwise;
7. For goods supplied to the Association in the ordinary and usual course of business;
8. Of interest on repayment of monies borrowed from any Member;
9. Of rent for premises let by any Member to the Association;
10. For any out-of-pocket expenses incurred by any Member/Board Member on behalf of the Association;

Provided that such payments are in line with or do not exceed the sums ordinarily payable for the said same commercial transactions in the course of ordinary business.

1. ADDITIONAL ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

1. LIABILITY OF MEMEBERS

The liability of the Members is limited.

1. MEMBERS CONTRIBUTIONS

Every Member undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which it or he ceases to be a Member and the costs, charges and expenses of winding up and for an adjustment of the rights or contributions among themselves, such amount as me be required not exceeding one hundred Jamaican dollars ($100.00).

1. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Association but shall be paid to or distributed to any organisation (s) having similar Objects and which require its income and profits to be applied solely in promoting Touch Rugby or some other variant of the sport of Rugby in Jamaica or overseas.

Such organisation is to be determined by the Members of the Association at or before the time of dissolution by unanimous decision, and in default thereof by such judge as may have jurisdiction in the matter.

1. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the Association and the manner in respect of which such receipt and expenditure takes place and of the property, assets and liabilities of the Association and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the Constitution of the Association for the time being, shall be open to the inspection of the Members

Once every year the accounts of the Association shall be examined by one or more properly qualified auditors who shall report to the Members in accordance with the provisions of the Act.

1. MEMBERSHIP

Membership in the Association shall be open to anyone interested in participating in the sport of touch rugby on application regardless of sex, race, disability, ethnicity, nationality, sexual orientation, religious or other beliefs.

1. The Association will have different classes of membership and subscription on a non-discriminatory basis.
2. The membership subscription will be kept at such a level not to pose an obstacle to interested persons.
3. The Association may refuse membership, or remove a listed member, only for good cause such as conduct on becoming of individual or that which is likely to bring the Association and its affiliates or the sport of touch rugby into disrepute.
4. All members will be subject to the control and directions of the constitution and by being admitted to the Association will be deemed to be accepting of the regulations contained herein.
   1. Categories of membership
5. The Membership of the Association shall consist of the following:
6. Individual Members
7. Affiliates
8. Such other categories as may be created from time to time under clause 11 (1).
9. The Board reserves the power to create new categories of membership so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Members.
   1. Application For Membership
10. An application for membership must be:
11. In writing on the form prescribed by the Board from time to time;
12. If applicable or relevant, accompanied by the applicant’s constituent documents and the names of its committee members; and
13. Accompanied by the appropriate fee, if any.
14. The Association may accept or reject an application, if there is cause to do so pursuant to clause 11 (3). If the Association rejects an application the fees will be refunded along with the application.
15. Where the Association accepts an application, the applicant will become a Member.
    1. Affiliates
16. Affiliates must apply for membership of the Association in accordance with clause 11.2 and the procedures prescribed by the Board from time to time in Regulation.
17. Affiliates shall have one year from the approval of this Constitution under the Act in which to amend their constitution in accordance with this Constitution and for such time as their constitution does not conform shall not be unduly penalised for such non-compliance, the extent that such non-compliance is not wilful or calculated to cause harm or prejudice to the Association.
18. Affiliates membership will be reviewed annually to determine if they continue to be operating by the same objectives as the Association.
19. Affiliates will be required to lodge with the Association any amendments in their constitution within 8 weeks of the said amendments having been made.
20. Affiliates will also be required to submit any other information which is reasonably required by the Association.
21. Each Affiliate shall be subject to the jurisdiction and direction of the Association in respect of Touch Rugby.
22. Each Affiliate shall support the Association in the encouragement and promotion of the Objects.
23. EFFECT OF MEMBERSHIP
24. All Members acknowledge and agree that:
25. The Constitution constitutes a contract between each Member and the Association
26. They are bound by the Constitution and all Regulations;
27. They shall comply with and observe the Constitution and the Regulations and any determinations or resolutions which may be passed by the Board in respect of Touch Rugby.
28. They are subject to the jurisdiction of the Association;
29. The Constitution is made in pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and Touch Rugby.
30. The Constitution and Regulations are necessary and reasonable for promoting and regulating the Objects of Touch Rugby;
31. They are entitled to all benefits, advantages, privileges and services of the Association membership.
32. The Board may determine that a Member is not in good standing if they fail to comply with the Constitution or Regulations.
33. If a Member is found not to be in good standing, the Board may give notice to the Member of the:
34. Board’s determination; and
35. Grounds for the Board’s determination.
36. And request that the Member show cause within such time as is determined by the Board as to why further action should not be taken against the Member.
37. Failure to respond act to the Boards satisfaction may result in the Board suspending the Members membership or imposing such other punishment as the Board sees fit summarily and without further notice.
38. SUBSCRIPTION AND FEES
39. The subscription (if any) and fees payable by Members to the Association and the time for, and manner of, payment shall be as determined by the Board from time to time.
40. Members whose subscription and/or fees have been paid and received by the time set by the Board shall not be entitled to receive any of the benefits, advantages, privileges or services of Association membership unless otherwise approved in writing by the President.
41. DISCONTINUANCE OF MEMBERSHIP
42. A member having paid all arrears and fees payable by it to the Association, may withdraw from membership without notice in writing at any time. The name of such Member shall be removed from the register of Members as soon as practicable.
43. Where an Affiliate ceases to be a Member of the Association the individual Members of that Affiliate also cease to be Members of the Association unless the apply for separate Membership.
44. A Member, who or which ceases to be a Member, shall forfeit all right in and claim upon the Association and its property including Intellectual Property.
45. Membership fees or subscription fees paid by a discontinued Member for the relevant year may be refunded to the Member upon discontinuance. The name of such Member shall be removed from the register of Members as soon as practicable.
46. DISCIPLINE OF MEMBERS
47. The Board in its sole discretion may consider an allegation ( which in the opinion of the Board is not vexatious, trifling or frivolous) by complainant that a Member has:
48. Breached, failed refused or neglected to comply with a provision of this Constitution, the Regulations or any other resolution or determination of the Board or duly authorised commission or committee.
49. Acted in a manner (whether or not publicly known) un becoming of a Member or prejudicial to the Objects or the interests of the Association and /or Touch Rugby; or
50. Prejudiced the Association or Touch Rugby or brought the Association or Touch Rugby into disrepute.
51. All Members are subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under the Regulation or as otherwise prescribed by the Board from time to time.

**GENERAL MEETING**

1. ANNUAL GENERAL MEETING
2. An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Board.
3. All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.
4. CONVENING GENERAL MEETINGS
5. Only the Board may call a General Meeting.
6. The Board will call a General Meeting by placing the request in writing which is supported by one third of the Delegates.
7. BUSINESS
8. The Business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
9. All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in clause **18 (a)** shall be special business.
10. No business other than that stated on the notice for a General Meeting shall be transacted at the meeting.
11. NOTICE OF MEETING

Subject to an agreement for shorter notice:

1. Notice of every meeting shall be given to every person entitled to receive notice under clause 20 at the address appearing in the Register kept by the Association. No other person shall be entitled as of right to receive notices of Meetings.
2. Notice of every Meeting shall be given to every person entitled to vote at least 21 days prior to the Meeting and shall specify the place, date and time of meeting.
3. The agenda for the meeting stating the business to be transacted at the meeting shall be given to every person entitled to vote at least 14 days prior to Meeting, together with any notice or motion received from Members.
4. If a Special Resolution is to be proposed at the meeting, the notice of the meeting shall set out an intention to propose the Special Resolution and state resolution.
5. ENTITLEMENT TO NOTICES

Notice of every General Meeting will be given in any manner authorised by the Constitution to:

1. Every member
2. Every Affiliate; and
3. The Board Members; and
4. The auditor for the time being of the Association
5. PLACE OF GENERAL MEETING

The Association may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

1. WRITTEN RESOLUTIONS
2. The Association may pass a resolution without a General Meeting being held if a majority of all members sign a document containing a statement that they are in favour of the resolution set out in the document.
3. All Members must be served with any document to be considered under this clause.
4. Separate copies of the document may be used for signing by the Members if the wording of the resolution statement is identical on each copy.
5. The resolution is passed when the last Member of the majority in favour signs.
6. QUORUM

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum for a General Meeting shall be those Members holding entitlement to vote. The quorum must be present at all times during the meeting.

1. ADJOURNAMENT FOR LACK OF QUORUM

If a General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of the meeting, the meeting shall be adjourned to the date, time and place the Board specifies. If the Board does not specify one or more of the afore- mentioned, then the meeting shall be adjourned to:

1. If the date is not specified – the same day in the next week; and
2. If the time is not specified – the same time; and
3. If the place is not specified – the same place
4. LACK OF QUORUM AT ADJOURNED MEETING

If no quorum is present at the resumed meeting within thirty minutes after the time specified for the meeting, then the meeting is dissolved.

1. CHAIRPERSON OF GENERAL MEETINGS

The President shall be the chairperson at every General Meeting. If the President is not available to chair said meeting or declines to act for the meeting or part of the meeting, the Board shall appoint another Board Member to act as Chairperson of that meeting or part of it.

1. ADJOURNMENT GENERALLY

The Chairperson of the meeting may, with the consent of any General Meeting at which a quorum is present, adjourn the meeting from time to time and from place to place. No business will be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for one month or more, notice must be given as in the case of an original meeting.

1. PUTTING OF RESOLUTIONS

A resolution put to a vote at a General Meeting must be decided on a show of hands unless a poll is demanded.

A poll may be demanded by:

1. Any Member; or
2. The Chairperson of the meeting.

The poll may be demanded before a vote is taken or before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.

1. RESULTS ON SHOW OF HANDS

A declaration by the Chairperson of the outcome on the show of hands is confirms the result provided that the declaration reflects the show of hands.

The minutes of the general meeting should reflect the proportion of the votes recorded in favour or against.

1. DEMAND FOR POLL
2. A poll may be demanded on a resolution including the election of the Chairperson or the adjournment of a meeting. A poll demanded on a matter other than the election of the Chairperson or the question of adjournment must be taken when and in the manner the Chairperson directs. A poll on the election of the Chairperson or on the question of an adjournment must be taken immediately.
3. A demand for a poll may be withdrawn.
4. NO CASTING VOTE

In the event of an equal show of hands or on a poll, there will be no casting vote and the resolution will be lost for want of majority.

1. VOTING AT GENERAL MEETINGS

Subject to any rights or restrictions attached to any category of membership, at a General meeting the voting rights of Members can only be exercised by Members who have no outstanding fees or sums owed to the Association.

1. ENTITLEMENT TO VOTE

All Members of the Association have a right to vote subject to Clause 32 of this Constitution.

1. DISALLOWANCE TO VOTE

A Challenge to a right to vote at a General Meeting:

1. Can only be made at the meeting; and
2. Must be determined by the Chairperson whose decision is final.

Every vote not so disallowed is valid for all purposes.

1. PROXY VOTING

Proxy voting is NOT permitted at General Meetings.

**THE BOARD**

1. COMPOSITION OF THE BOARD

The Board shall comprise:

1. President
2. Treasurer
3. Referee and Tournament Co-ordinator
4. Marketing, Media and Sponsorship Executive
5. Marketing, Media and Sponsorship Assistant
6. Coaching and Player Development and Recruitment Officer
7. Coaching and Player Development and Recruitment Assistant

Who shall be elected under **Clause 36.**

The Marketing, Media and Sponsorship Assistant and Coaching and Player Development and Recruitment Assistant shall be entitled to notice of, to attend and participate in and debate at all meetings of the Board, but they shall not be entitled to vote.

If they do participate in the voting process by show of hands or other stipulated methods, their votes will be excluded from the final count.

1. ELECTION OF BOARD MEMBERS
2. Elected Board Members shall be elected in accordance with this Constitution for a term of one year.
3. Nominees for the Board must meet the qualifications as prescribed from time to time by the Board and set out in this Constitution or in Regulations.
4. Nomination must be:
5. In writing;
6. On the prescribed form (if any) provided for that purpose;
7. Signed by a nominator and a seconder;
8. Certified by nominee expressing his willingness to accept the position for which he is nominated.
9. Nominations must be received by the Association Secretary at least 14 days prior to the Annual General Meeting.
10. The elections shall be by preferential ballot and shall be by secret ballot on papers prepared by the Association Secretary.
11. Subject to this Constitution, the office of Elected Board Members shall be elected until the conclusion of the Annual General Meeting at which he/she is elected until the conclusion of the following Annual General Meeting.
12. VACATION OF OFFICE OF DIRECTOR

In addition to the circumstances in which the office of Director becomes vacant by virtue of the Act, the office of a Board member shall be automatically vacated if the Board Member:

1. dies
2. becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
3. resigns his office in writing to the Association
4. where a Board Member is absent, without the consent of the Board, from meetings of the Board held during a six months period;
5. holds an office of employment with the Association
6. without the prior consent or later ratification of the members in General Meeting holds any office of profit under the Association;
7. is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
8. in the opinion of the Board:
9. has acted in a manner (whether or not publicly known) unbecoming or prejudicial to the objects and interests of the Association and/or Touch Rugby; or
10. has brought the Association, any Member or Touch Rugby into disrepute;
11. Is removed by special resolution;
12. Would otherwise be prohibited from being a board member by the Companies Act.
13. CASUAL VACANCIES

Any casual vacancy occurring in the position of Board Member may be filled by the remaining Board Members from among appropriately qualified persons.

Any causal vacancy may only be filled for the remainder of the Board Member’s term under this Constitution. Only an elected Board Member can be elevated to fill the casual vacancy of the Chairperson.

1. MANAGEMENT OF THE ASSOCIATION

Subject to this Constitution the business of the Association is to be managed by or under the direction of the Board.

1. GENERAL POWERS OF THE BOARD

The Board may exercise all of the powers of the Association except any powers that the Act, or this Constitution, requires the Association to exercise in General Meetings.

1. HOLDING OF BOARD MEETINGS

The Board shall meet as often as deemed necessary and may adjourn and, subject to this Constitution, regulate its meetings as it thinks fit. The Chairperson, or three Board Members may at any time, and the Company Secretary will if so requested, call a meeting of the Board by reasonable notice individually to each Board member.

1. HOLDING OTHER OFFICES

A Board member shall NOT hold any place of profit or position of employment in the Association in conjunction with the office of Board Member. No person who is employed in a stipendiary capacity for gain by any of the Association, any Affiliate or any other corporation or entity engaged in the promotion or organisation of any Touch Rugby activity shall be eligible as a Board Member other than as provided for by the Constitution.

1. BOARD MEMBER’S INTERESTS

The nature of the interest of such Board member must be declared by the Member at the meeting of the Board at which time the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Board Member becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Member becomes so interested.

1. GENERAL DISCLOSURE

A general notice that a Board Member of a specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Clause 43** as regards such Member and all the said transactions. After such general notice it is not necessary for such Member to give a special notice relating to any particular transaction with that firm or company.

1. RECORDING DISCLOSURES

The minutes shall record any declaration made or any general notice given by a Board Member**.**

1. INTERESTED BOARD MEMBER CANNOT VOTE

A Board Member, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Board Member is interested. If he does vote, his vote shall not be counted.

1. QUORUM
2. The quorum for a Board meeting is four Members, or such other number as may be fixed by the Board from time to time. The quorum must be present at all times during the meeting.
3. In the event of a vacancy in the office of Board Members, the remaining Board Members may act but, if the number of remaining Board Members is not sufficient to constitute a quorum at a Board meeting, they can act only for the purpose of ensuring the number of Board Members is a number sufficient to constitute a quorum.
4. Vacancies shall be filled in accordance with the constitution.
5. CHAIRPERSON OF BOARD MEETINGS
6. The Chairperson shall act as Chairperson at all Board Meetings.
7. If the Chairperson is not available within 15 minutes after the time appointed for holding the meeting or declined to act for the Meeting or part of the meeting, the remaining Board Members shall appoint another Board member to chair the meeting or part of it.
8. VOTES AT BOARD MEETING
9. Each Board Member shall be entitled to one on each resolution at Board Meetings.
10. A resolution of the Board must be supported by a majority of votes cast by those present and entitled to vote or the resolution will be lost for want of majority.
11. If there is a tie in votes there will be no casting vote and the resolution will be lost for want of majority.
12. VALIDITY OF BOARD MEMBER’S ACTS

All acts done by any meeting of the Board shall be considered valid even if it is afterwards discovered that:

1. There was some defect in the appointment of any such Board Member; or
2. Or any of them were disqualified
3. WRITTEN RESOLUTIONS

The Board may pass a resolution without a Board Meeting being held if the majority of all the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

All Board members must be served with any document to be considered under this clause. Separate documents may be used for signing by the Board Members if the wording of the resolution and statement is identical in each copy.

The resolution is passed when the last Board Member signs.

1. MANNER OF HOLDING MEETINGS

A Board meeting may be called or held using any technology consented to by all the Board Members

A Board member shall only withdraw the Board Member’s consent within a reasonable period before the meeting.

**MISCELLANEOUS**

1. NEGOTAIBLE INSTRUMENTS

Any two Board Members may sign, draw, accept, endorse or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument shall be signed, drawn, accepted, endorsed or otherwise executed in a different way.

1. MINUTES

The Board shall cause minute books to be kept in which the Association records:

1. Proceedings and resolutions of all General Meetings; and
2. Proceedings and resolutions of Board Meetings
3. Resolutions passed by Members without a meeting; and
4. Resolutions passed by the Board without a meeting

The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the Chairperson.

The Board must also ensure that minutes of the passing of a resolution without a meeting are signed by a Board Member within a reasonable time after the resolution was passed.

1. REGISTERS

The Board shall cause a register of Members to be kept.

1. COMMON SEAL
2. The Association will have a common seal.
3. The Board shall provide for the safe custody of the common seal.
4. The seal shall only be used by the authority of the Board.
5. Every document to which the seal is affixed shall be signed by two Board Members.
6. BOARD MEMBER’S INTERESTS

A Board Member shall NOT sign a document to which the seal of the Association is fixed where the Board Member is interested in the contract or arrangement to which the document relates.

1. ACCOUNTING RECORDS

The Board shall cause proper accounting and other records to be kept and shall distribute copies of financial statements as required by the Act.

1. ACCESS TO RECORDS

The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Association or any of them will be open to the inspection of Members not being Board Members.

1. AUDITOR

A properly qualified auditor(s) shall be appointed and the remuneration of such auditor fixed and duties regulated in accordance with the Act.

1. EXTENT OF INDEMNITY

The Association will indemnify (either directly or through one or more interposed entities) any person who is a Board Member, and if so resolved by the Board, the Auditor of the Association, out of the funds of the Association against the following:

1. Any liability to another person (other than the Association ) unless the liability arises out of conduct involving a lack of good faith or negligence;
2. REGULATIONS
3. The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects and Touch Rugby as it thinks necessary or desirable.
4. All rules and regulations of the Association in force at the date of the approval of this Constitution shall continue in force under this Constitution until amended or repealed by the Board.
5. All such rules and regulations are subject to, and are to be interpreted in accordance with, this Constitution.
6. GRIEVANCE PROCEDURE
7. The grievance procedure set out in this clause applies to disputes under these rules between a Member and:
8. Another Member; or
9. The Association
10. The parties to the dispute must meet and discuss the matter in dispute, and if possible, resolve the dispute within 14 days after the dispute arises between the parties.
11. If the parties are unable to resolve the dispute at the meeting or if any party fails to attend the meeting, then the parties must, within 14 days, refer the dispute for resolution to an independent tribunal established by the Board in accordance with the procedures determined by the Board from time to time.
12. The Board may prescribe additional grievance procedures in Regulations consistent with **clause 53.**