

**CONSTITUTION  
OF  
TENNIS SENIORS NEW SOUTH WALES  
INCORPORATED**

**December 2013**

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**ASSOCIATIONS INCORPORATION ACT 2009 (NSW)**  
**CONSTITUTION**  
**OF**  
**TENNIS SENIORS NEW SOUTH WALES INCORPORATED**

**1. NAME**

The name of the Association is Tennis Seniors New South Wales Incorporated (in this Constitution called "TSNSW") trading as "Tennis Seniors New South Wales".

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Constitution unless the contrary intention appears:

**"Act"** means the *Associations Incorporation Act 2009 (NSW)*.

**"Affiliate Member"** means an organisation, group or individual with common interests with TSNSW.

**"Association"** means Tennis Seniors New South Wales Incorporated.

**"Committee"** means the Committee of Management of TSNSW.

**"Club"** means a Tennis club which is affiliated with TSNSW, either directly, or through a Region.

**"Constitution"** means this Constitution of TSNSW.

**"Committee Member"** means a member of the Committee of Management and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

**"Financial year"** means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

**"General Meeting"** means the annual or any special general meeting of TSNSW.

**"Honorary Member"** means a restricted category of persons to whom the Committee may, at its discretion, grant Honorary Membership;

**"ITF"** means the International Federation for the Sport "International Tennis Federation".

**"Individual Member"** means a registered, financial Member of TSNSW who is at least 35 years of age or who will be in the year of application for membership.

**"Intellectual Property"** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to TSNSW or any activity of or conducted, promoted or administered by TSNSW in New South Wales.

**"Life Member"** means an individual appointed as a Life Member of TSNSW under **clause 5.2**.

**"Mature Age Member"** means a current or past active or non-active tennis playing member of TSNSW who has attained eighty (80) years of age.

**"Member"** means a member for the time being of TSNSW under **clause 5**.

**"Objects"** means the objects of TSNSW in **clause 3**.

**"Office"** means a designated position on the Committee of Management of TSNSW appointed in accordance with this Constitution.

**"Officer"** means a member of the Committee of Management of TSNSW and includes any person appointed or acting in that capacity from time to time appointed in accordance with this Constitution.

**"Public Officer"** means the person appointed to be the Public Officer of TSNSW in accordance with the Act. TSNSW's Secretary will, subject to confirmation by the Committee, assume the functions of the Public Officer under this Constitution.

**"Region"** means a Tennis regional association, which is affiliated with TSNSW.

**"Register"** means a register of Members kept and maintained in accordance with **clause 7**.

**"Regulations"** mean any Regulations made by the Committee under **clause 38**.

**"Seal"** means the common seal of TSNSW (if any).

**"Special Resolution"** means a special resolution defined in the Act.

**"Sport"** means the sport of senior's tennis.

**"TA"** means the National Tennis Organisation, "Tennis Australia".

**"TNSW"** means the State Tennis Organisation in New South Wales, "Tennis New South Wales".

**"TSA"** means the National Organisation of Tennis Seniors, "Tennis Seniors Australia".

**"TSNSW"** means the State Organisation of Tennis Seniors in New South Wales, "Tennis Seniors New South Wales".

## **2.2 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); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## **2.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

## **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS**

TSNSW is established solely for the Objects. The Objects of TSNSW are to:

- (a) participate as a member of TSA so Tennis Seniors can be conducted, encouraged, promoted, advanced and administered in New South Wales;
- (b) conduct, encourage, promote, advance and administer Tennis Seniors throughout New South Wales;
- (c) ensure the maintenance and enhancement of TSNSW, TSA, the Members and Tennis Seniors, its standards, quality and reputation for the benefit of the Members and Tennis Seniors;
- (d) at all times promote mutual trust and confidence between TSNSW, TSA and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and Tennis Seniors in New South Wales;
- (f) promote the economic and community service success, strength and stability of TSNSW, the Members and Tennis Seniors in New South Wales;
- (g) affiliate and otherwise liaise with TSA and adopt its rule and policy framework to further these Objects and Tennis Seniors;
- (h) use and protect the Intellectual Property;

- (i) apply the property and capacity of TSNSW towards the fulfilment and achievement of these Objects;
- (j) strive for Government, commercial and public recognition of TSNSW as the controlling body for Tennis Seniors in New South Wales;
- (k) abide by, promulgate, enforce and secure uniformity in the application of, the rules of Tennis as may be determined from time to time by TA or ITF and as may be necessary for the management and control of Tennis Seniors and related activities in New South Wales;
- (l) advance the operations and activities of TSNSW throughout New South Wales
- (m) further develop Tennis Seniors into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions, cash and certificates and award trophies to successful Members;
- (n) review and/or determine any matters relating to Tennis Seniors which may arise, or be referred to it, by any Member;
- (o) recognise any penalty imposed by any Member;
- (p) act as arbiter (as required) on all matters pertaining to the conduct of Tennis Seniors in New South Wales, including disciplinary matters;
- (q) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Tennis Seniors in New South Wales;
- (r) adopt and implement such policies as may be developed by TA, including (as relevant and applicable) member protection, anti-doping, health and safety, infectious diseases and such other matters as may arise as issues to be addressed in Tennis Seniors;
- (s) represent the interests of its Members and of Tennis Seniors generally in any appropriate forum in New South Wales;
- (t) have regard to the public interest in its operations;
- (u) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (v) promote the health and safety of Members and all other participants in Tennis Seniors in New South Wales;
- (w) seek and obtain improved facilities for the enjoyment of Tennis Seniors in New South Wales; and
- (x) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### 4. POWERS OF TSNSW

Solely for furthering the Objects, TSNSW has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

#### 5. MEMBERS

##### 5.1 Categories of Members

The Members of TSNSW shall consist of:

- (a) **Individual Members**, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) **Life Members**, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;

- (c) **Mature Age Members**, who subject to this Constitution shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings. Mature Age Members shall not be obliged to pay annual subscriptions;
- (d) **Honorary Members**, who shall have the right to be present at General meetings but shall have no rights, to debate or to vote at General Meetings;
- (e) **Affiliate Members**, a corporation, region, club or an individual who is an umpire, referee, coach or other official who is associated with TSNSW but who is not an Individual Member shall have the right to be present at General meetings but shall have no rights, to debate or to vote at General Meetings. Tennis clubs or tennis associations would be expected to be Members of TNSW; and
- (f) such new or other categories of Members as may be established by the Committee. Any new category of Member established by the Committee can not be granted voting rights without the approval of TSNSW in General Meeting.

## 5.2 Life Members

- (a) The Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to TSNSW or Tennis Seniors, where such service is deemed to have assisted the advancement of Tennis Seniors in New South Wales, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to clause 5.2(c) on the recommendation of the Committee must be a Special Resolution.
- (c) A person must accept or reject TSNSW's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

## 6. APPLICATION AND AFFILIATION

### 6.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Committee (if any), from the applicant and lodged with TSNSW; and
- (b) accompanied by the appropriate fee (if any).

### 6.2 Discretion to Accept or Reject Application

- (a) TSNSW may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. TSNSW shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where TSNSW accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by TSNSW. The Register shall be amended accordingly as soon as practicable.
- (c) Where TSNSW rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by TSNSW.

### 6.3 Renewal

- (a) Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by TSNSW in Regulations from time to time.

### 6.4 Deemed Membership

- (a) All persons and others who are, prior to the approval of this Constitution under the Act, Members of TSNSW shall be deemed Members from the time of approval of this Constitution under the Act.

- (b) Any Members of TSNSW, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 5.1** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **7. REGISTER OF MEMBERS**

### **7.1 TSNSW to keep Register**

TSNSW shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, residential address, contact details (including email address), date of birth, TNSW member number and date of entry to membership of each Committee Member, Individual/Honorary/Affiliate Member and Life Member; and
- (b) where applicable, the date of termination of membership of any Committee Member, Individual/Honorary/Affiliate Member, Life Member.
- (c) Committee Members, Individual/Honorary/Affiliate Members, Life Members, shall provide notice of any change and required details to TSNSW within one month of such change.

### **7.2 Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Life Member or Committee Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **7.3 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Committee considers appropriate.

### **7.4 Maintenance of Register**

The Committee may authorise a third party to confidentially maintain the Register.

## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and TSNSW and that they are bound by this Constitution and the Regulations and the TSA constitution and regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of TSNSW and TSA;
- (d) this Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Tennis Seniors in New South Wales; and
- (e) they are entitled to all benefits, advantages, privileges and services of TSNSW membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- (a) A Member having paid all arrears of fees payable to TSNSW may resign or withdraw from membership of TSNSW by giving one months notice in writing to TSNSW of such resignation or withdrawal.
- (b) Upon TSNSW receiving notice of resignation of membership given under **clauses 9.1(a)**, an entry in the Register shall be made recording the date on which the Member who gave notice ceased to be a Member.

## 9.2 Discontinuance for breach

- (a) Membership of TSNSW may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to TSNSW, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Committee under **clause 9.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by TSNSW giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.20** as soon as practicable.

## 9.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Committee with such conditions as it deems appropriate.

## 9.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon TSNSW and its property and shall not use any property of TSNSW including Intellectual Property. Any TSNSW documents, records or other property in the possession, custody or control of that Member shall be returned to TSNSW immediately.

## 9.5 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## 10. DISCIPLINE

- (a) Where the Committee is advised or considers that a Member has allegedly:
  - a. breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the TSA constitution or regulations or any resolution or determination of the Committee or any duly authorised committee; or
  - b. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of TSNSW, TSA and/or Tennis Seniors; or
  - c. brought TSNSW, TSA, any other Member or Tennis Seniors into disrepute;
- (b) The Committee may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of TSNSW set out in the Regulations.
- (c) The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

## 11. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to TSNSW, the time for and manner of payment, shall be as determined by the Committee.



## 12. EXISTING COMMITTEE

- (a) The members of the administrative or governing body (by whatever name called) of TSNSW in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of the Constitution. After this General Meeting the positions of the Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and elected to the position of Secretary (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

## 13. POWERS OF THE COMMITTEE

Subject to the Act and this Constitution, the business of TSNSW shall be managed, and the powers of TSNSW shall be exercised, by the Committee. In particular, the Committee as the governing body for Tennis Seniors in New South Wales shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Members and the community throughout New South Wales and shall govern Tennis Seniors in New South Wales in accordance with this Constitution and in particular the Objects.

## 14. COMPOSITION OF THE COMMITTEE

### 14.1 Composition of the Committee

The Committee shall comprise:

- (a) eleven (11) elected Officers;
  - a. President;
  - b. Vice President;
  - c. Secretary;
  - d. Treasurer; and
  - e. 7 other Officers
- (b) who must all be Individual Members and who shall be elected under **clause 15.3**; and
- (c) up to two (2) Appointed Officers;
- (d) who need not be Individual Members and who may be appointed by the Committee elected under **clause 15.3**.

### 14.2 Election and Appointment of Officers

- (a) The elected Officers shall be elected under **clause 15.3**.
- (b) The Appointed Officers may be appointed under **clause 16**.

### 14.3 Portfolios

The Committee may allocate portfolios and/or titles to Officers.

## 15. ELECTED OFFICERS

### 15.1 Nominations

Nominations for elected Officer positions shall be called for forty-eight (48) days prior to the Annual General Meeting.

## 15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) Individual Members.
- (d) certified by the nominee (who must be an Individual Member) expressing his/her willingness to accept the position for which he/she is nominated; and
- (e) delivered to the Secretary not less than thirty-five (35) days before the date fixed for the Annual General Meeting.

## 15.3 Elections

- (a) If the number of nominations received for the Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Committee.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Committee from time to time.

## 15.4 Term of Appointment for Elected Officers

- (a) Officers elected under this **clause 15.3** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Officers, elected Officers shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (b) Retiring Officers or their replacements shall be eligible for re-election.
- (c) No person who has served as an elected Officer for a period of three (3) consecutive full terms shall be eligible for election as an elected Officer until the next Annual General Meeting following the date of conclusion of his/her last term as an elected Officer.

## 16. APPOINTED OFFICERS

### 16.1 Appointment of Appointed Officers

The elected Officers may appoint up to two (2) appointed Officers.

### 16.2 Qualifications for Appointed Officers

The appointed Officers may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Committee composition. They do not need to be Individual Members but must be natural persons.

### 16.3 Term of Appointment for Appointed Officers

- (a) Appointed Officers may be appointed by the elected Officers under this Constitution for a term of two (2) years, which shall commence from the first Committee Meeting after the Annual General Meeting until the conclusion of the second Annual General Meeting following.

- (b) No person who has served as an Appointed Officer for a period of two (2) consecutive full terms shall be eligible for appointment as an Appointed Officer until the next Annual General Meeting following the date of conclusion of his last term as an Appointed Officer.

## **17. VACANCIES ON THE COMMITTEE**

### **17.1 Casual Vacancies**

Any casual vacancy occurring in the position of Officer may be filled by the remaining Officers from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Officer's term under this Constitution.

### **17.2 Grounds for Termination of Officer**

In addition to the circumstances in which the office of an Officer becomes vacant by virtue of the Act, the office of an Officer becomes vacant if the Officer:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- (c) 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;
- (d) resigns his/her office in writing to TSNSW;
- (e) is absent without the consent of the Committee from three (3) consecutive meetings of the Committee;
- (f) holds any office of employment with TSNSW;
- (g) is directly or indirectly interested in any contract or proposed contract with TSNSW and fails to declare the nature of his/her interest;
- (h) in the opinion of the Committee (but subject always to these Rules):
  - a. has acted in a manner unbecoming or prejudicial to the Objects and interests of TSNSW; or
  - b. has brought TSNSW into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

### **17.3 Committee May Act**

In the event of a casual vacancy or vacancies in the office of an Officer or Officers, the remaining Officers may act but, if the number of remaining Officers is not sufficient to constitute a quorum at a meeting of the Committee, they may act only for the purpose of increasing the number of Officers to a number sufficient to constitute such a quorum.

## **18. MEETINGS OF THE COMMITTEE**

### **18.1 Committee to Meet**

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. An Officer may at any time convene a meeting of the Committee within a reasonable time.

## 18.2 Decisions of Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Officers shall for all purposes be deemed a determination of the Committee. All Officers shall have one (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

## 18.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by electronic mail, SMS, text messaging, telegram, cablegram, radiogram, facsimile, telex or other form of visible or other form of communication by all the Officers for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Officers duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Officers.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one (1) or more of the Officers is not physically present at the meeting, provided that:
  - a. all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - b. notice of the meeting is given to all the Officers entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution and such notice specifies that Officers are not required to be present in person;
  - c. if a failure in communications prevents **clause 18.3(a)**. from being satisfied by that number of Officers which constitutes a quorum, and none of such Officers are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(a)**. is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
  - d. any meeting held where one (1) or more of the Officers is not physically present shall be deemed to be held at the place specified in the notice of meeting provided an Officer is there present and if no Officer is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

## 18.4 Quorum

At meetings of the Committee the number of Officers whose presence is required to constitute a quorum is to be more than 50% of the Officers in office (e.g. if there are 11 Officers a quorum would be 6; if 13 Officers, a quorum is 7).

## 18.5 Notice of Committee Meetings

Unless all Officers agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Committee shall be given to each Officer. The agenda shall be forwarded to each Officer not less than four (4) days prior to such meeting.

## 18.6 Chairperson

Meetings of the Officers will be chaired by:

- (a) The President, or in the President's absence, the Vice-President; or
- (b) If neither the President nor the Vice-President is present within 15 minutes after the time appointed for the relevant meeting, then (until the President or Vice-President arrives) the remaining Officers shall appoint another Officer to preside as chair for that meeting only.

## **18.7 Officers' Interests**

An Officer is disqualified by holding any place of profit or position of employment in TSNSW or in any company or incorporated association in which TSNSW is a shareholder or otherwise interested or from contracting with TSNSW either as vendor, purchaser or otherwise except with express resolution of approval of the Committee. Any such contract or any contract or arrangement entered into by or on behalf of TSNSW in which any Officer is in any way interested will be void unless approved by the Committee.

## **18.8 Conflict of Interest**

An Officer shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Committee, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Officer votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Officer to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

## **18.9 Disclosure of Interests**

- (a) The nature of the interest of such Officer must be declared by the Officer at the meeting of the Committee at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Committee after the acquisition of the interest. If an Officer becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Committee held after the Officer becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

## **18.10 General Disclosure**

A general notice that an Officer is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Officer and the said transactions. After such general notice it is not necessary for such Officer to give a special notice relating to any particular transaction with that firm or company.

## **18.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by an Officer in accordance with **clauses 18.8, 18.9 and/or 18.10** must be recorded in the minutes of the relevant meeting.

## **19. SECRETARY**

The Secretary of TSNSW holds office on such terms and conditions, as to remuneration and otherwise, as the Committee determines.

The Secretary shall act as and carry out the duties of Secretary and Public Officer of TSNSW and shall administer and manage TSNSW in accordance with the Act and this Constitution.

## **20. DELEGATIONS**

### **20.1 Committee may Delegate Functions**

The Committee may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Committee determines from time to time. In exercising its power under this clause the Committee must take into account broad stakeholder involvement.

### **20.2 Delegation by Instrument**

The Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Committee by the Act or any other law, or this Constitution or by resolution of TSNSW in General Meeting.

### **20.3 Delegated Function Exercised in Accordance with Terms**

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

### **20.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Committee with details of all material decisions and shall provide any other reports, minutes and information as the Committee may require from time to time.

### **20.5 Delegation may be Conditional**

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **20.6 Revocation of Delegation**

The Committee may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

## **21. SEAL**

- (a) TSNSW may have a 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 minute books of TSNSW. The affixing of the Seal must be witnessed by two (2) Officers, unless the Committee determines otherwise.

## **22. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of TSNSW shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Committee.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **23. SPECIAL GENERAL MEETINGS**

### **23.1 Special General Meetings May be Held**

The Committee may, whenever it thinks fit, convene a Special General Meeting of TSNSW and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### **23.2 Requisition of Special General Meetings**

- (a) The Secretary shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to TSNSW and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Secretary does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to TSNSW, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee.

## **24. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Individual Member, and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by TSNSW. The Auditor shall also be entitled to notice of every General Meeting, which shall be sent to its last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - a. the agenda for the meeting;
  - b. any notice of motion, with explanatory notes, received from Members entitled to vote;
  - c. forms of authority in blank for proxy votes; and
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 41**.

## **25. BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee and Auditors, the election of Officers under this Constitution and the appointment of the Auditors.
- (b) 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 25(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **26. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

## **27. PROCEEDINGS AT GENERAL MEETINGS**

### **27.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be **fifteen (15)** Members.

### **27.2 Chairperson to preside**

The President or in the President's absence, the Vice-President shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside the Members present shall appoint another Officer to preside as chairperson for that meeting only.

### **27.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until 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 chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at 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.
- (c) 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.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **27.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) by not less than 5 Members present and entitled to vote at the meeting.

### **27.5 Recording of Determinations**

Unless a poll is demanded under **clause 27.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of TSNSW shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **27.6 Where Poll Demanded**

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.



## **28. VOTING AT GENERAL MEETINGS**

### **28.1 Members Entitled to Vote**

Each Member shall be entitled to one (1) vote at General Meetings which, subject to this clause shall be exercised by those financial Members entitled to vote. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**.

### **28.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

### **28.3 Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Committee. If the Committee so determines, the postal ballot shall be conducted under the procedures set by the Committee from time to time.

## **29. PROXY VOTING**

Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Committee from time to time, has been duly completed and executed and is lodged with the Secretary at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one (1) proxy vote at any one (1) time.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.

## **30. STRATEGIC FORUM OF TSNSW**

### **30.1 Strategic Forums**

TSNSW may hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Committee of significant membership issues;
- (b) assist the Committee to design or review TSNSW's strategic plan and direction;
- (c) discuss state-wide issues;
- (d) provide feedback to the Committee on the results of its governance decisions in practice at Member level.

### **30.2 Attendees at Strategic Forums**

The following persons may attend strategic fora of TSNSW:

- (a) up to three (3) representatives from regional NSW; and
- (b) up to two (2) representatives from metropolitan Sydney;
- (c) the Officers; and
- (d) such other persons the Committee considers should be invited.

## **31. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - a. another Member; or
  - b. TSNSW.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the Committee in accordance with the procedures determined by the Committee from time to time.
- (d) The Committee may prescribe additional grievance procedures in Regulations consistent with this **Rule 31**.

## **32. RECORDS AND ACCOUNTS**

### **32.1 Records**

TSNSW shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of TSNSW and the Committee and shall produce these as appropriate at each Committee or General Meeting.

### **32.2 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Public Officer or Secretary.

### **32.3 TSNSW to Retain Records**

TSNSW shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **32.4 Committee to Submit Accounts**

The Committee shall submit to the Members at the Annual General Meeting the statements of account of TSNSW in accordance with this Constitution and the Act.

### **32.5 Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

### **32.6 Accounts to be Sent to Members**

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Committee's report, the auditor's report and every other document required under the Act (if any).

### **32.7 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to TSNSW, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Officers or in such other manner as the Committee determines.

### **33. AUDITOR**

- (a) A properly qualified Auditor or Auditors shall be appointed by TSNSW in General Meeting. The Auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The Auditor may be removed by TSNSW in General Meeting.
- (b) The accounts of TSNSW shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an Auditor or Auditors at the conclusion of each Financial Year.

### **34. INCOME**

- 34.1** Income and property of TSNSW shall be derived from such sources as the Committee determines from time to time.
- 34.2** The income and property of TSNSW shall be applied solely towards the promotion of the Objects.
- 34.3** Except as prescribed in this Constitution or the Act:
  - (a) no portion of the income or property of TSNSW shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
  - (b) no remuneration or other benefit in money or money's worth shall be paid or given by TSNSW to any Member who holds any office of TSNSW.
- 34.4** Nothing in **clauses 34.2 or 34.3** shall prevent payment in good faith of or to any Member for:
  - (a) any services actually rendered to TSNSW whether as an employee, Officer or otherwise;
  - (b) goods supplied to TSNSW in the ordinary and usual course of operation;
  - (c) interest on money borrowed from any Member;
  - (d) rent for premises demised or let by any Member to TSNSW;
  - (e) any out-of-pocket expenses incurred by the Member on behalf of TSNSW;provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **35. WINDING UP**

- (a) Subject to this Constitution, TSNSW may be wound up in accordance with the Act.
- (b) The liability of the Members of TSNSW is limited.
- (c) Every Member undertakes to contribute to the assets of TSNSW if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of TSNSW contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up TSNSW, such an amount not exceeding one dollar (\$1.00).

### **36. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of TSNSW there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on TSNSW by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

### **37. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

## **38. REGULATIONS**

### **38.1 Committee to Formulate Regulations**

The Committee may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of TSNSW, the advancement of the purposes of TSNSW and Tennis Seniors in New South Wales as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution, the TSA constitution, any regulations made by TSA and any policy directives of the Committee.

### **38.2 Regulations Binding**

All Regulations are binding on TSNSW and all Members.

### **38.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of TSNSW in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

### **38.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of Bulletins and/or electronic media approved by the Committee and prepared and issued by the Secretary. The matters in the Bulletins/Media are binding on all Members.

## **39. STATUS AND COMPLIANCE OF TSNSW**

### **39.1 Recognition of TSNSW**

TSNSW is a member of TSA and TNSW and is recognised by TA, TSA and TNSW as the controlling authority for Tennis Seniors in New South Wales and subject to compliance with this Constitution and TA, TSA and TNSW constitutions shall continue to be so recognised and shall administer Tennis Seniors in New South Wales in accordance with the Objects.

### **39.2 Compliance of TSNSW**

The Members acknowledge and agree TSNSW shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Tennis Seniors;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Tennis Seniors, its standards, quality and reputation for the benefit of the Members and Tennis Seniors;
- (e) at all times act in the interests of the Members and Tennis Seniors;
- (f) not resign, disaffiliate or otherwise seek to withdraw from TSA and TNSW without approval by Special Resolution; and
- (g) abide by the TA, TSA and TNSW constitutions and the rules of Tennis.

### **39.3 Operation of this Constitution**

TSNSW and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Tennis Seniors are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales and;

- (b) to ensure the maintenance and enhancement of Tennis Seniors, its standards, quality and reputation for the benefit of the Members and Tennis Seniors;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Tennis Seniors and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Tennis Seniors and the Members;
- (f) that should a Member have administrative, operational or financial difficulties TSNSW may act to assist the Member in whatever manner TSNSW considers appropriate.

## **40. TSNSW's CONSTITUTION**

### **40.1 Constitution of TSNSW**

This Constitution will clearly reflect the objects of TA, TSA and TNSW and will conform to the TA, TSA and TNSW constitutions, subject always to the Act.

### **40.2 Operation of TSA Constitution**

- (a) TSNSW will take all reasonable steps to ensure this Constitution conforms to the TSA constitution subject always to the Act.
- (b) TSNSW shall provide to TSA a copy of this Constitution and all amendments to this document. TSNSW acknowledges and agrees that TSA has power to veto any provision in its Constitution which, in TSA's opinion, is contrary to the objects of TSA.

### **40.3 Register**

TSNSW shall maintain, in a form acceptable to TSA but otherwise in accordance with the Act, a Register of all Members.

## **41. NOTICE**

- (a) Notices may be given by TSNSW to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

## **42. PATRONS AND VICE PATRONS**

TSNSW at its Annual General Meeting may appoint annually on the recommendation of the Committee a chief Patron and such number of Patrons as it considers necessary, subject to approval of that person or persons.

## **43. INDEMNITY**

- (a) Every Officer and employee of TSNSW shall be indemnified out of the property and assets of TSNSW against any liability incurred by them in their capacity as Officer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are

acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

- (b) TSNSW shall indemnify its Officers and employees against all damages and losses (including legal costs) for which any such Officer or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
- a. in the case of an Officer, performed or made whilst acting on behalf of and with the authority, express or implied of TSNSW; and
  - b. in the case of an employee, performed or made in the course of, and within the scope of their employment by TSNSW.

**Schedule**

**Proxy Form  
Tennis Seniors New South Wales Inc.  
General Meeting  
[date]**

I,  
of.....

being a Member of Tennis Seniors NSW appoint.....

or if no person is named, the chairperson of the general meeting as my proxy to vote and act for me and on my behalf at the general meeting of members of TSNSW to be held on [date] and any other day to which that general meeting is adjourned or postponed.

My proxy is authorised to exercise my voting rights and I direct my proxy to vote in the following manner:

No	Resolution [list in sequence of ordinary and special business]	For	Against	Abstain

If you have appointed the chairperson as your proxy and you do not wish to direct the chairperson how to vote, please place a mark in the box (below).

By marking this box, you acknowledge that the Chairperson may exercise your proxy even if they have an interest in the outcome of the resolution and votes cast by the chairperson other than as proxy holder will be disregarded because of that interest.

The chairperson intends to vote in favour of/against the resolutions [insert details].

.....

Dated

.....

Signed

(Signature of Member).

**Tennis Seniors NSW**  
**REGULATIONS and BY-LAWS**

**1. Senior**

A Senior is a person who has reached or will reach the age of 35 years in the year in which he/she participates in an organised seniors' tennis event.

**2. Selection Committee**

1. A Selection Committee shall be appointed annually at the Annual General Meeting of TSNSW.
2. The Committee shall appoint three (3) male and three (3) female selectors for the ensuing twelve (12) months..
3. A person shall not be appointed to the Selection Committee unless he/she is a financial Member of TSNSW and has been nominated by another financial Member of TSNSW.
4. Nominations for a position on the Selection Committee shall be called for annually by the Committee, who shall appoint members to the Selection Committee as required by clause 2.1. These appointments shall be announced at the Annual General Meeting.
5. The Selection Committee shall be responsible on behalf of TSNSW for selecting players or teams to represent New South Wales in interclub, interstate or other matches or tournaments, for the ranking from time to time of male and female Members and for seeding in sanctioned TSNSW events, fixtures and matches for individuals and teams.
6. The selection of a player representing TSNSW in a team, match or event shall be subject to the player executing an agreement excluding TSNSW and the Committee from liability from damage to the player's person or property.
7. A member of the Selection Committee shall hold office for a minimum period of 12 months, to be announced at the Annual General Meeting each year. The actual period shall be as nominated by the Committee following the appointment announcement.

**3. Tournaments**

TSNSW shall attempt to promote and hold each year events including a Seniors State Championship, on such a date and at a place as shall be decided by the Committee.

In the promotion and holding of a Seniors' tournament or event by TSNSW, regard shall be had to the dates of any other Seniors' tournament or event being held in NSW, and as far as possible, such tournament shall be arranged on a different date to avoid a clash

**4. Address**

The registered office of TSNSW will be in Sydney or in such other place as the Committee shall from time to time determine.

**5. Colours**

The colours of TSNSW are blue and light blue.

**6. Offices of the Committee**

The Committee has determined the following Offices of the Committee of Management which shall be elected at the Annual General Meeting. The Committee may appoint other Offices to members of the Committee as the Committee shall from time to time determine:

(a) **"President"**.

The President shall act as Chairperson of all committees and sub-committees

The chairperson shall be the nominal head of TSNSW and will act as chair of any Committee meeting or General Meeting at which he/she is present.



(b) **“Vice-President”**

The Vice-President shall act in the position of chairperson in the President’s absence.

(c) **“Secretary”**.

The Secretary shall act as and carry out the duties of Secretary and Public Officer of TSNSW and shall administer and manage TSNSW in accordance with the Act and this Constitution should the Committee not appoint a Public Officer:

The Secretary of TSNSW shall:

- a. as far as practicable attend all Committee meetings and all General Meetings;
- b. prepare the agenda for all Committee and General Meetings;
- c. record and prepare minutes of the proceedings of all Committee meetings and General meetings, and shall use his/her best endeavours to distribute those minutes to Members promptly from the date of the meeting; and
- d. regularly report on the activities of, and issues relating to, TSNSW.
- e. The Secretary may delegate all or any of his/her powers and functions under these Regulations to another Committee member, but such delegation does not prevent exercise of power or performance of a function by the Secretary.

Minutes of proceedings at a Meeting shall be signed by the person presiding at the Meeting or by a person presiding at the next succeeding Meeting.

**Committee Power to Manage**

Subject to the Act, this Constitution, the Regulations and any policy directive of the Committee, the Secretary has power to perform all such things as appear necessary or desirable for the proper management and administration of TSNSW. No resolution passed by TSNSW in General Meeting shall invalidate any prior act of the Secretary or the Committee which would have been valid if that resolution had not been passed.

(d) **“Treasurer”**.

The Treasurer of TSNSW shall-

- a. Collect and receive all moneys due to TSNSW and make all payments authorised by TSNSW.
- b. Ensure all cheques and other negotiable instruments, including electronic transfers, shall be signed or authorised by any two(2) officers of the Committee, provided that at least one of the signatories or authorisations be the President, Secretary or the Treasurer.
- c. Keep correct accounts and books showing the financial affairs of TSNSW with full details of all receipts and expenditure connected with the activities of TSNSW.
- d. All monies received by TSNSW shall be deposited in TSNSW’s name with such financial institutions as the Committee shall from time to time determine.

**7. Insurance**

- (a) TSNSW shall effect and maintain insurance pursuant to the Act.
- (b) In addition to the insurance required under **clause 7(a)**, TSNSW may effect and maintain other insurance.
- (c)

## **8. Seal**

TSNSW should consider establishing a Register for the use of the Seal in addition to the inclusion of a recording in the Committee Minutes of the Seal use.

## **9. Litigation**

No Individual Member, Affiliate or Official is entitled to take legal action against TSNSW in seeking damages or compensation, or to

Overturn any decision of the Committee or its Committees on any matter including but not limited to:-

- (a) Selection of Players
- (b) Allocation of Sanctioned Events
- (c) Allocation of funds or withdrawal thereof.
- (d) Acceptance or application of sponsorships
- (e) Entry to competitions and/or tournaments or restriction thereto.

## **10. Media Communications**

Except for the Chairperson and Secretary, no person is authorised to represent TSNSW in media communications except where expressly delegated by the Committee.

## **11. Renewal of Membership**

## **12. Discipline**

## **13. Grievance Procedure**