

## **VOA CONSTITUTION**

As from 20 May, 2011

### **Statement of Purpose for VOA Inc.**

The purposes of the Victorian Orienteering Association Incorporated shall be

1. To encourage and promote Orienteering as a competitive sport, a recreation and an educational activity.
2. To coordinate all Orienteering activities in the State of Victoria by virtue of the Authority conferred upon it by the Orienteering Federation of Australia.
3. To enforce rules and regulations covering all aspects of Orienteering.
4. To encourage a high standard of conduct by orienteers.
5. To give prizes, medals, badges and other awards as may be deemed necessary.
6. To provide and supply information and advice to persons concerning the practice of competitive and recreational Orienteering by means of books, pamphlets, magazines, newsletters, advertisements, radio and television, lectures or other appropriate means.
7. To respect, conserve and maintain by whatever means are practicable and expedient, the forests, parks and other outdoor areas where Orienteering may be conducted.
8. To encourage and assist by whatever means are practicable and expedient, the production of maps to the accepted standards for the sport of Orienteering.
9. To purchase, hire, make, supply, sell or by other means acquire, provide or maintain or otherwise deal in all kinds of equipment used by or in connection with the sport of Orienteering or associated sports organised by the Association.
10. To enter into any lawful fund-raising activities that the Association deems necessary to the furtherance of its purposes.
11. To give and receive gifts, donations and subscriptions as determined by the Association.
12. To engage and pay any persons, firms companies or Associations for services rendered, such moneys as shall be determined by the Association.
13. To amalgamate or affiliate with any companies, institutions, societies or Associations as may be deemed beneficial in developing Orienteering.
14. To do all such things as will further attainment of all or any of the purposes of the Association.

## **RULES AND CONSTITUTION OF THE VICTORIAN ORIENTEERING ASSOCIATION INCORPORATED**

### **1. TITLE**

The name of the Incorporated Association is the Victorian Orienteering Association Incorporated and shall hereafter be referred to as 'the Association'.

### **2. DEFINITIONS**

In these rules and constitution unless the contrary is expressed

**2.1** 'Honorary' means without payment of annual membership fee.

**2.2** 'Annual General Meeting' means the Annual General Meeting of the Association as defined under Clause 10.1.

**2.3** 'Council' means the Council appointed under Clause 10.3.

**2.4** 'Club' means any group of persons who have established a formal administrative structure and have been granted affiliation by the Council.

**2.5** 'Members' means registered members of the Association as defined under Clause 5.

**2.6** 'The Act' means the Associations Incorporation Act 1981 as amended from time to time.

**2.7** 'Board' means the Board appointed under clause 10.19.

### **3. COMPOSITION**

The Association shall consist of all registered members as defined under Clause 5.

### **4. AFFILIATION**

**4.1** The Association shall be affiliated with the Orienteering Federation of Australia. The Association may also affiliate with other such bodies as it considers desirable.

**4.2** Guidelines for the granting of affiliation to clubs as defined in Clause 2.4 shall be laid down by Council.

**4.3** 'Clubs affiliated with the Association shall be entitled to representation on Council as defined in 10.3, and such other rights and privileges as Council may from time to time determine'

## **5. MEMBERSHIP**

### **5.1 Categories of membership**

**5.1.1** Individual membership of the Association shall consist of Full Members, Junior Members, Remote Country Members, Casual Members, Registered Officials and Honorary Life Members.

**5.1.2** Associate membership of the Association shall be provided to certain Organisations in accordance with Clause 5.7.

### **5.2 Eligibility for Membership**

Any natural person who has made application for membership and whose application has been approved in accordance with Clause 5.8 and who has paid the subscription as determined under Clause 7 shall be deemed to be a member of the Association until such time as that person:

- a) Resigns in writing to the Secretary;
- b) Dies;
- c) Has their membership terminated in accordance with clause 8; or
- d) Allows their membership to become unfinancial under clause 7.4

### **5.3 Full Members:**

Full members of the Association shall:

- a) be entitled to information and advice regarding all Orienteering events and fixtures under the control of the Association.
- b) be entitled to results of Orienteering events controlled by the Association.
- c) after the payment of the prescribed entry fee, have the right to participate in Orienteering events sanctioned by the Association.
- d) be eligible for selection in Victorian representative teams.
- e) be eligible for affiliation and/or registration as required by the Orienteering Federation of Australia.
- f) be eligible for nomination to the Council or Board of the Association.

g) be eligible for any other right or privileges as determined from time to time by the Council.

h) be entitled to vote at the Annual General Meeting and Special General Meetings.

#### **5.4 Junior Members**

**5.4.1** Junior membership of the Association shall be provided to any applicant for membership who is under the age of 21 for the whole of the calendar year to which the membership pertains.

**5.4.2** Junior members of the Association shall have the same rights as Full Members with the exception that junior members under the age of 16 shall not be eligible for nomination to the Board, or be entitled to vote at the Annual General Meeting or Special General Meetings'

#### **5.5 Remote Country Members**

**5.5.1** Remote Country Membership of the Association may be provided to any applicant from those regions defined by Council, and the Orienteering Federation of Australia, as being remote areas, who seeks such membership.

**5.5.2** Remote Country Members of the Association shall have the same rights as Full Members and shall be eligible for Remote Country affiliation and/or registration as required by the Orienteering Federation of Australia, but they shall not have the right to participate in certain Orienteering events sanctioned by the OA, as nominated by the OA.

#### **5.6 Casual Members**

Casual Members shall be entitled to the privileges listed in clause 5.3, sections (a), (b), (c) and (g), but not those privileges listed in sections (d), (e), (f) and (h).

#### **5.7. Registered Officials**

Registered Officials shall be considered to be members of the Association, but shall not otherwise be entitled to the rights of Full Members as defined in clause 5.3.

#### **5.8 Honorary Life Members:**

The Annual General Meeting may grant the title of Honorary Life Member, together with exemption of the payment of annual subscription, to persons in recognition for outstanding service to Orienteering. Such recommendations shall be forwarded to the Annual General Meeting only by the Council or Board. Honorary life members shall be entitled to all the rights and privileges of full members under clause 5.3 and such other rights and privileges as the Annual General Meeting may decide.

## **5.9 Associates**

**5.9.1** Schools and other Organisations may become Associates of the Association.

**5.9.2** Application for associateship shall be approved by the Board and the appropriate subscriptions paid before the associateship may be granted.

**5.9.3** Associates may be entitled to such concessions that may be recommended by the Council and agreed to by the Annual General Meeting from time to time.

**5.9.4** Associates shall not be entitled to representation on the Council or voting rights at the Annual General Meeting or Special General Meetings.

## **5.10 Application for Membership**

**5.10.1** Any natural person who wishes to become a member of the Association may do so by applying for registration through an affiliated club or directly to the Association Secretary on the appropriate forms and paying the requisite subscription.

**5.10.2** The Board or its nominee shall, as soon as practicable after receipt of an application, decide whether to accept or reject the nomination. Such acceptance or rejection may be subject to ratification by the Board within sixty (60) days of the date of receipt of the application.

**5.10.3** Upon provisional approval of an application, the Secretary or his or her nominee shall, with as little delay as possible, notify the applicant of the provisional approval. The applicant may, from this time, exercise such rights and privileges as are set out in clauses 5.3, 5.4, 5.5, 5.7, 5.8 and 5.9.

**5.10.4** The Secretary shall, upon acceptance of an application, enter the applicant's name in the Register of members and upon the name being entered, the applicant becomes a member of the Association.

## **5.11 Patrons**

The Annual General Meeting may offer the position of Patron of the Association to such person or persons it considers suitable.

## **6. REGISTER OF MEMBERS**

The secretary shall keep and maintain a register of members in which shall be entered the full name, address and date of entry of the name of each member and the register shall be available for inspection by members at the address of the Public Officer by appointment.

## **7. FEES AND SUBSCRIPTIONS**

**7.1** There shall be no entrance fee.

**7.2** The Annual membership subscriptions shall be set by majority resolution at a Council meeting not later than two months before the due date. Subscription rates may be varied by the Council for certain categories of persons.

**7.3** Annual subscriptions are due on 1st January each year.

**7.4** Non-payment of subscriptions within two months after the due date shall render that person unfinancial and ineligible for the rights and privileges under clauses 5.3, 5.4, 5.5, 5.6 and 5.7.

**7.5** Subscriptions paid within three months before the due date by currently financial members, and those joining the Association for the first time, shall be deemed to be valid until the end of the following year.

**7.6.** Affiliated clubs shall pay such fees and levies as the Council may determine from time to time. The rates of such fees and levies and the basis on which they are collected shall be set by Council not later than two months before the due date for payment.

**7.7.** The Council shall set due dates for payment of fees and levies collected under clause 7.6 Clubs failing to make payment prior to the due date may be subject to such sanctions as the Council may determine from time to time. This may include withdrawal of some or all of the rights and privileges granted under clause 4.3.

**7.8.** Clubs failing to make payments within twelve months of the due date shall, unless the Council otherwise determines, cease to be affiliated with the Association

## **8. EXPULSION, SUSPENSION OR FINING OF MEMBERS**

**8.1** Any decision of the Orienteering Federation of Australia Misconduct Tribunal that is applicable to Victoria, whether or not it be against a member of the Association, shall have effect in Victoria.

### **8.2 Misconduct Tribunal**

**8.2.1** The Council shall appoint a Misconduct Tribunal, either on a standing basis or with a limited term of appointment.

**8.2.2** Not more than half of the members of the Misconduct Tribunal may be members of the Board.

**8.3** Subject to these rules, the Misconduct Tribunal may by resolution:

- a) Expel a member from the Association
- b) Suspend a person from membership of the Association and/or from participation in activities under the Association's control for a specified period
- c) Fine a member in accordance with the regulations, if the Misconduct Tribunal is of the opinion that the member
  - i) Has refused or neglected to comply with these rules
  - ii) Has been guilty of conduct unbecoming a member or prejudicial to the interests of the Association.

**8.4** A resolution of the Misconduct Tribunal under Clause 8.3 does not take effect unless the Misconduct Tribunal, at a meeting held not earlier than 14 and not later than 28 days after the service on the member of a notice under Clause 8.5, passes the resolution in accordance with that Clause.

**8.5** When the Misconduct Tribunal wishes to consider a resolution under Clause 8.3 the secretary shall, as soon as practicable, cause to be served on the member a notice in writing.

**8.5.1** Setting out the resolution of the Misconduct Tribunal and the grounds on which it is based.

**8.5.2** Stating that the member may address the Misconduct Tribunal at a meeting to be held not earlier than 14 and not later than 28 days after the service of the notice.

**8.5.3** Stating the date, place and time of that meeting. Informing the member that he/she may do one or more of the following:

- a) Attend the meeting
- b) Give to the Misconduct Tribunal before the date of that meeting a written statement.

**8.6** At a meeting of the Misconduct Tribunal held in accordance with Clause 8.4, the Misconduct Tribunal:

**8.6.1** Shall give to the member and/or their authorised representative an opportunity to be heard.

**8.6.2** Shall give due consideration to any written statement submitted by the member.

**8.6.3** Shall by resolution determine whether or not to impose any sanction under clause 8.1, and, if a sanction is imposed, the nature of such sanction.

**8.7** The member may appeal a resolution reached under clause 8.5.3 to a Council Meeting of the Association by notifying the Secretary in writing within 14 days of the date of the resolution. The Secretary shall notify the Board and shall convene a Council Meeting within 21 days in accordance with Clause 10.10.

**8.8** At a Council Meeting of the Association convened under Clause 8.7:

**8.8.1** The Misconduct Tribunal may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution.

**8.8.2** The member and/or there authorised representative shall be given an opportunity to be heard

**8.8.3** The members present shall vote by secret ballot on the question whether the appeal should be upheld or dismissed.

**8.9** If at the Council meeting:

**8.9.1** Two-thirds of the Council members vote in favour of the appeal, the appeal is upheld.

**8.9.2** In any other case, the appeal is dismissed.

**8.10** A doping offence, as defined in the Anti-Doping Policy of the Orienteering Federation of Australia, shall be dealt with under that Policy. The provisions of clauses 8.1 to 8.9 inclusive shall not apply in the case of such an offence.

## **9. OFFICERS OF THE ASSOCIATION**

**9.1** The Officers of the Association shall consist of a President, two Vice Presidents, a Secretary and a Treasurer.

### **9.2 Election.**

The President, Vice Presidents, Secretary and Treasurer shall be elected at the Annual General Meeting and pursuant to Clause 10.16 and 10.17 shall hold office until the conclusion of elections at the next Annual General Meeting

### **9.3 Nominations**

**9.3.1** Nominations for the Officers of the Association as defined in Clause 9.1 must be lodged with the Secretary and will close not later than 28 days prior to the Annual General Meeting.

**9.3.2** Each nomination must be signed by a proposer and seconder and accompanied by signed consent of the nominee.

**9.3.3** Nominee, proposer and seconder shall be financial members of the Association.

**9.3.4** Nominations shall be published and circulated to all members with the agenda of the Annual General Meeting issued in accordance with clause 13.

**9.3.5** If no nominations have been lodged for a particular office by the due date in accordance with Clauses 9.3.1, 9.3.2 and 9.3.3, the Chair of the Annual General Meeting may, at his/her discretion, call for and accept nominations from the floor at the Annual General Meeting.

#### **9.4 Pecuniary Interests**

Each nominee for office shall declare in writing to the Association at the time of nomination any pecuniary interests in the sport of Orienteering, any connection with or interest in any business that does derive income through the sport of orienteering, and any other interest referred to in clause 10.12.

#### **9.5 Treasurer**

The Treasurer of the Association:

**9.5.1** Shall collect and receive all moneys due to the Association and make all payments authorised by the Association.

**9.5.2** Shall keep correct accounts and books showing the financial affairs of the Association with full details of all receipts and expenditure connected with the activities of the Association. Such accounts and books shall be available for inspection by members by appointment.

#### **9.6 Secretary**

The secretary of the Association or his or her nominee shall keep minutes of the resolutions and proceedings of Annual and Special General Meetings and meetings of the Council and the Board in books provided for that purpose together with a record of the names of persons present at such meetings. These minutes shall be available for inspection by members by appointment.

### **10. MANAGEMENT**

#### **10.1 Annual General Meeting.**

The affairs of the Association shall be governed by an Annual General Meeting, at which all financial registered members of the Association as defined in clause 5 (with the

exception of Casual Members) may speak and vote. The Annual General Meeting shall occur not later than the 31<sup>st</sup> of May, unless adjourned under clause 10.10.4. The Annual General Meeting shall elect the Officers of the Association, shall receive the Annual Report of the Association, shall decide upon matters referred to it by the Council or Board, and may pass recommendations to the Council or Board for consideration.

**10.2** The President, or in his/her absence one of the Vice-Presidents chosen by the meeting, shall chair the Annual General Meeting but shall vacate the chair for the Elections. A member who is not a candidate or proposer or seconder of a candidate shall be appointed by the retiring chair to be chair for the elections.

### **10.3 Council.**

**10.3.1** Subject to the provisions of clause 10.4, the affairs of the Association shall be conducted by a Council. This shall consist of the Board of the Association as defined in clause 10.4, one member of each affiliated club nominated by the club, convenors of any subcommittees established under clause 10.9, and such other persons co-opted under Clause 10.13 that the Council may approve. Subject to the discretion of the chair, any other member of the Association may attend and speak at Council meetings, but is not entitled to vote.

**10.3.2** The voting representative of each affiliated club shall be advised to the Chair prior to or at the commencement of each Council meeting.

### **10.4 Board**

**10.4.1** The management of the Association between meetings of Council, subject to such limitations as Council may determine from time to time, shall be the responsibility of the Board of the Association.

**10.4.2** The Board shall consist of the Officers of the Association and, if applicable under clause 10.4.4, the Past President of the Association. The Board may invite other persons to attend and/or speak at its meetings, but such persons shall not be entitled to vote.

**10.4.3** The Council may assign any or all of its discretions set forth in these rules to the Board.

**10.4.4** The Immediate Past President of the Association shall be entitled to membership of Board from the date at which he/she vacates the Presidency until the next Annual General Meeting. He or she may waive this entitlement by notifying the Secretary in writing.

## **10.5 Chair**

**10.5.1** The President shall preside as Chair at each Council or Board meeting or Special General Meeting of the Association and shall chair the Annual General Meeting in accordance with clause 10.2.

**10.5.2.** If the President is absent from a meeting, the members present shall elect one of the Vice Presidents or, if neither Vice-President is present, another person, to preside as Chair of the meeting.

## **10.6 By-Laws, Standing Orders, Rules or Regulations.**

**10.6.1** The Council shall have the authority to institute and enforce any By-Laws, Standing Orders, Rules or Regulations that it may deem necessary to the proper management of the affairs of the Association and the furtherance of the purposes of the Association.

**10.6.2** A Motion to create, amend, rescind or delete any By-Law, Standing Order, or Regulation must be proposed in writing to the Secretary and circulated with the agenda for the meeting at which it is to be considered.

## **10.7 Voting**

Each member of the Council or Board shall be entitled to one vote, irrespective of the number of positions held, provided they are also members of the Association. The Chair shall have in addition a casting vote.

## **10.8 Proxy and Absentee Voting**

**10.8.1** Proxy and absentee voting shall not be permitted at any meeting of the Association, except as provided in clause 10.8.2.

**10.8.2** Clubs from those regions defined by the Orienteering Federation of Australia and/or Council as being “remote areas” may appoint a proxy to represent their club at Council meetings. The proxy must be a member of the association.

## **10.9 Sub-Committees**

The Council may establish such sub-committees as it considers necessary for the proper conduct of its affairs, and may delegate such powers to them as it sees fit. Council may determine any such sub-committee to be a standing sub-committee or a sub-committee with a limited term of appointment. A Vice-President, nominated by the Council (or by

the Board if the Council so decides), shall be an ex-officio member of any such sub-committee, with the exception of the misconduct tribunal as defined under clause 8.1

### **10.10 Meetings**

**10.10.1** The Council shall meet at least three times annually.

**10.10.2** The Board shall meet at such times as may be necessary to complete or expedite business, but not less than six times annually.

**10.10.3** The Secretary may call an additional meeting of Council. He or she must call such a meeting, to be held within 28 days if called on to do so by:

- a) a majority resolution of the Board or Council
- b) an application in writing authorised by at least one-third of the total number of clubs affiliated to the Association under clause 4.

### **10.11 Quorums**

**10.11.1** A quorum for the Annual General Meeting or for a Special General Meeting shall be fifteen (15) or one third (1/3) of the registered members of the Association whichever is lesser.

**10.11.2** A quorum for meetings of the Council shall be one half of the total strength of the Council or seven members, whichever is lesser, of whom at least two shall be members of the Board.

**10.11.3** A quorum for meetings of the Board shall be three (3).

**10.11.4** Any meeting which fails to reach a quorum, may at the discretion of the chair, be adjourned to a date not later than fourteen (14) days hence.

### **10.12 Interests**

**10.12.1** No member of the Council or Board shall hold any transmissible or assignable assets in the name of the Association for personal gain or profit.

**10.12.2** Any Council or Board member having a direct or indirect financial interest in any matter determined by the Council or Board shall declare such interests to the Council or Board before discussing or voting on such matters. The member may not vote on any such matter, but may, unless the Council or Board decides otherwise, take part in discussions. This clause shall not apply to an interest which the member has in common with all, or a substantial proportion, of the members of the association.

**10.13 Power to co-opt**

The Council shall have power to co-opt any person or persons, irrespective of membership status, to assist in furthering the purposes of the Association

**10.14 Common Seal**

**10.14.1** The Common Seal of the Association shall be kept in the custody of the Secretary.

**10.14.2** The Common seal shall not be affixed to any instrument except by the authority of the Council and the affixing of the Common Seal shall be attested by the signatures either of two Officers of the Association or of one Officer of the Association and of the Public Officer of the Association.

**10.15 Custody of books and other Documents**

Except as otherwise provided in these Rules or determined by the Council, the secretary shall keep custody of or control of all books, documents and securities of the Association. These shall be available for inspection by appointment.

**10.16 Vacancies or Termination of Office****10.16.1 Grounds for temporary vacation or termination of office**

For the purposes of these rules, the office of a member of the Board becomes temporarily vacant if the holder notifies the Secretary of their temporary inability to perform the office for a specified period or is suspended under clause 10.16.3, and becomes permanently vacant if the member:

- a) dies;
- b) ceases to be a member of the Association;
- c) is disqualified from office under the Act or any other legislation
- d) resigns his or her office by notice in writing given to the Secretary.

**Such casual vacancies shall be filled in accordance with clause 10.16.2**

**10.16.2** The Council may appoint a person to fill a casual vacancy in the Officers of the Association. Any person so appointed shall hold office until the next Annual General Meeting, or until a Special General Meeting called in accordance with Clause 10.17 or Clause 12.

**10.16.3** Any person suspended from membership of the Association in accordance with clause 8.3, shall also be suspended from any office on the Board or Council.

### **10.17 Removal of Board**

**10.17.1** The Association in Special General Meeting may by resolution remove any of the Board before the expiration of their term of office and appoint another member in their stead to hold office until the expiration of the term of the first-mentioned member.

**10.17.2** Where the member to whom a proposed resolution referred to in Clause 10.17.1 makes representations in writing to the Secretary or President of the Association (not exceeding a reasonable length) and requests that they be notified to the members of the Association, the Secretary or the President may send a copy of the representations to each member of the Association or, if they are not so sent, the member may require that they be read out at the meeting.

### **10.18 Postal Ballots**

**10.18.1** The Board may call a postal ballot of Council on a specific motion or motions.

**10.18.2** When calling a postal ballot, the Secretary shall notify all affiliated clubs and other members of Council of the motion(s) being decided upon and the due date for votes to be returned to the Secretary, which shall not be earlier than 21 days after the date of the notice. The Secretary may extend the due date in the event of the number of votes received not reaching the quorum for a regular Council meeting under clause 10.11.2.

**10.18.3** Each member of the Board, Sub Committee Convenor, affiliated club and member co-opted to Council under Clause 10.13 shall have one vote. A motion shall be declared passed if it receives a majority of votes, and if the total number of votes returned to the Secretary (including those who notify the Secretary of their intention to abstain) is at least equal to the quorum for a regular Council meeting under clause 10.11.2. In any other case the motion shall lapse.

**10.18.4** A decision reached by postal ballot shall have the same effect as a motion passed at a regular Council meeting.

**10.18.5** Votes may be returned to the Secretary in writing, by electronic mail or by facsimile.

## **11. FINANCE**

### **11.1 Accounts**

All monies received shall be banked in accounts operated in the name of the Association and payments made only by cheque or other financial instrument signed by the

designated signatories of the Association. All payments made by the Association shall be ratified by the Board.

## **11.2 Signatories**

**11.2.1** All cheques or other financial instruments shall be signed by two designated signatories of the Association.

**11.2.2** The Officers of the Association shall be signatories of the Association. The Council may authorise other persons to be signatories, either for all matters provided for under clause 11.2.1 or for a specific purpose or purposes.

## **11.3 Funds**

**11.3.1** The funds of the Association shall be derived from annual subscriptions, affiliation fees, donations and such other sources as the Council may from time to time determine.

**11.3.2** The income and property whencesoever derived by the Association shall be applied solely towards the promotion of the purposes of the Association.

## **11.4 Expenditure of Funds**

**11.4.1** The Council or Board shall have the power to expend funds of the Association in such a manner as they think most expedient for the promotion and achievement of the purposes of the Association.

**11.4.2** Funds collected for specific purposes shall be expended only for those purposes.

## **11.5 Financial Year**

The financial year of the Association shall run from January 1st to December 31<sup>st</sup> of each year.

## **11.6 Audit**

**11.6.1** The accounts of the Association shall be closed at December 31st of each year and submitted to an independent auditor.

**11.6.2** The audited balance sheet of the Association shall be presented to the Annual General Meeting which follows the audit.

**11.6.3** Copies of the Annual Report and the audited balance sheet shall be forwarded to the Orienteering Federation of Australia and such government departments, instrumentality's or agencies as required.

### **11.7 Reimbursement**

The Council shall have the power to agree to reimbursement of members of the Association for out-of-pocket expenses incurred on behalf of the Association. The rates and limits of such reimbursement shall be set by the Council or the Board.

### **11.8 Sponsorship and Trading**

The Association may enter into such sponsorship agreements or commercial ventures as are beneficial to the furtherance of the objects of the Association provided that such agreements or ventures are not contrary to the guidelines set out by the Orienteering Federation of Australia or the State or Federal Governments and such agreements shall not bring the sport of Orienteering into disrepute or discredit.

### **11.9. Employment**

The Board shall have the power to agree to the employment of members of the Association, other than the President, or other persons to perform certain duties on behalf of the Association.

## **12. SPECIAL GENERAL MEETING**

**12.1** A Special General Meeting, at which all members (with the exception of Casual Members) may speak and vote, may be called by the Secretary. The Secretary must call such a meeting if:

- a) an application in writing signed by at least twenty members (with the exception of casual members) is received; or
- b) Council or Board, by majority resolution, calls on him or her to do so.

**12.2** Such Special General Meetings shall deal only with the subject or subjects for which the Special General Meeting is called.

## **13. NOTIFICATION OF MEETINGS**

**13.1** Notice of the due date of the Annual General Meeting, with a call for the nominations referred to in clause 9.3, shall be sent to members not less than six weeks before the Annual General Meeting.

**13.2** The agenda of the Annual General Meeting and notice of Special General Meetings called under Clause 12 shall be sent to all members not less than 21 days before the Annual General Meeting or Special General Meeting.

**13.3** Notice of a meeting of the Council shall be sent to all Affiliated Clubs, members of the Board, Convenors of any subcommittees established under clause 10.9, and persons

co-opted to Council under clause 10.13, not less than seven days before the meeting. If the meetings are regularly held on fixed dates no notices are necessary other than the official notice of the fixed dates.

**13.4** Notification may be made directly in writing (whether delivered by hand or by post), by advertisement in the newsletter of the Association, or, if the member has supplied the pertinent contact information, by electronic mail or facsimile.

## **14. ORIENTEERING**

### **14.1 Conduct of Events**

The Association may conduct Orienteering events in all disciplines and forms recognised by the Orienteering Federation of Australia and the International Orienteering Federation.

### **14.2 Rules**

Orienteering events conducted under the control of the Association shall be conducted under the Competition Rules adopted by the Orienteering Federation of Australia. Variations to the Rules may only be permitted in accordance with those Rules.

### **14.3 Event Controllers**

The Association through the Council shall have the authority to designate various persons to supervise the conduct of specified major events. These persons shall be designated Event Controllers and shall act with the full authority and support of the Association. Event Controllers shall be accredited for the appropriate level of event in accordance with the Competition Rules adopted by the Orienteering Federation of Australia.

### **14.4 Victorian Championships**

**14.4.1** The Association shall arrange for Victorian Individual Championships to be conducted annually in disciplines as determined by the Council.

**14.4.2** Entry to and participation in such Championships shall be restricted to Full Members, Junior Members, Remote Country Members, Honorary Life Members and Orienteers eligible under Clauses 14.4.3 and 15, except as provided in Clause 14.4.4.

**14.4.3** Members of a school or other organisation that is an Associate of the Association may enter and participate in such Championships.

**14.4.4** The Council may determine that certain disciplines are “development” disciplines, and that entry to and participation in the Individual Championships in those “development” disciplines may be provided to non-members, on the payment of a non-members fee determined by the Council.

## **14.5 Interclub Competitions**

**14.5.1** The Association may arrange for Interclub competitions between affiliated clubs.

**14.5.2** Entry to and participation in such competitions shall be restricted to *bona fide* members of affiliated clubs.

**14.5.3** Entrants to such competitions who are not Full Members, Junior Members, Remote Country Members, or Honorary Life Members of the Association or Orienteers eligible under Clause 15, shall pay a non-members fee determined by the Council pursuant to clause 7.7.

## **14.6 Other Competitions**

The Association may conduct on behalf of the Orienteering Federation of Australia such competitions as the Federation directs and shall assume full control and responsibility for these competitions.

## **14.7**

Entry to and participation in events sanctioned by the Association shall be restricted to financial members of the Association and those orienteers accorded visiting privileges under clause 15.

## **15. VISITING PRIVILEGES**

The Association may extend to registered members of the Australian Orienteering Associations affiliated with the Orienteering Federation of Australia or overseas Associations affiliated with the International Orienteering Federation all rights and privileges extended to the Association's own members except those of representation and voting rights at Annual General Meeting, Special General Meetings, or Council or Board.

## **16. ALTERATIONS TO THE PURPOSES, RULES AND CONSTITUTION**

**16.1** The purposes, rules and constitution shall not be added to, altered or rescinded without at least 21 days notice in writing of the proposed additions, alterations or rescission being given to Affiliated Clubs and to members and the proposed additions, alterations or rescissions must be approved at an Annual General Meeting or a Special General Meeting by a majority of three quarters of the members present and voting.

**16.2** Any change to the purposes, rules and constitution passed in accordance with clause 16.1 shall have no effect until it is lodged with the relevant government authorities.

## **17. RESOLUTION OF DISPUTES**

**17.1** In the event of any dispute arising within the sport of orienteering in the state of Victoria, other than a dispute arising from an action against a member under clause 8, the

parties to that dispute may refer the dispute to mediation. If they take this course of action, they shall advise all other parties to the dispute and the Secretary of the Association (if the Association is not otherwise a party to the dispute), in writing.

**17.2** Under receipt of a notice under clause 17.1, the parties shall, within a period of 14 days, either:

- a) appoint a mediator to mediate the dispute
- c) if they are unable to agree on a mediator, refer the dispute for mediation to a mediator nominated by the regional representative of the Australian and New Zealand Sports Law Association Inc.

**17.3** A disputant may nominate a representative to represent it in action under this clause.

**17.4** Each disputant shall bear its own costs in resolving a dispute under this clause and, unless the disputants otherwise agree, shall share equally the costs of any mediator engaged.

**17.5** in the event of mediation being unable to resolve the dispute within 28 days of notice originally being served under clause 17.1, the mediator may advise the Secretary

## **18. DISSOLUTION.**

The Association shall cease to exist if:

**18.1** Wound up in accordance with the provisions of the Act OR

**18.2** Incorporation is cancelled in accordance with the provisions of the Act OR

**18.3** A period of not less than 24 months has elapsed without an Annual General Meeting or Special General Meeting being held OR

**18.4** A motion to dissolve the Association is supported by a majority of at least three quarters of the members present at a Annual General Meeting or Special General Meeting provided that such motion is proposed in writing by a financial member to the Secretary at least eight weeks before such a meeting.

## **19. DISPOSAL OF ASSETS**

Should the Association cease to exist the assets of the Association shall pass to the Orienteering Federation of Australia to be used to encourage and promote Orienteering in the State of Victoria.