

# Federation of International Touch Limited

## Constitution

### Version Control

<b>Version</b>	<b>Purpose/Change</b>	<b>Author/s</b>	<b>Date</b>
2.0	Final	Erick Acker William (Bill) Ker Aaron Jones Peter Topp Gary Reynolds	23rd September 2021
2.0	Adopted by NTO's 6th November 2021 at Special General Meeting		6th November 2021

# Table of Contents

<b>Name of the Company</b>	<b>7</b>
<b>Definitions and Interpretations</b>	<b>7</b>
Definitions	7
General	9
Corporations Act	10
Headings	10
<b>Objects</b>	<b>10</b>
<b>Powers</b>	<b>10</b>
<b>Income and Property of Company</b>	<b>11</b>
Sole Purpose	11
Payments to Members	11
<b>Membership</b>	<b>11</b>
Categories of Members	11
Full Member	11
Observer Member	12
Individual Member	12
Other Category of Member	12
Requirements of Members	12
Requirements of Full Member	12
Requirements of Observer Member	12
Requirements of Individual Member	12
Membership rights, privileges and obligations	12
Membership subscription fees	12
Membership Renewal	13
Admission of Members	13
Schedule of Members as at Date of Incorporation of the Company	13
<b>Application for Membership</b>	<b>13</b>
Application for Membership	13
Discretion to accept or reject an application	14
<b>Members – General</b>	<b>14</b>
General	14

Limited Liability	14
<b>Cessation of Membership</b>	<b>14</b>
Cessation	14
Resignation	15
<b>Discipline of Members</b>	<b>15</b>
Disciplinary Action	15
Good standing	15
Member Protection Issues	16
<b>Fees and Subscriptions</b>	<b>16</b>
Membership Fee	16
Non-Payment of Fees	16
<b>General Meetings</b>	<b>16</b>
Annual General Meeting	16
Power to convene General Meeting	16
Notice of a General Meeting	17
No other business	17
Cancellation or postponement of General Meeting	17
Written notice of cancellation or postponement of General Meeting	18
Contents of notice postponing General Meeting	18
Number of clear days for postponement of General Meeting	18
Business at postponed General Meeting	18
Proxy Voting	18
Postal or Electronic voting	18
<b>Proceedings at General Meeting</b>	<b>19</b>
Number for a quorum	19
Requirement for a quorum	19
Quorum and time	19
Adjourned meeting	19
Chairperson to preside over General Meetings	19
Conduct of General Meetings	19
Adjournment of General Meeting	20
Notice of adjourned meeting	20

Questions decided by a majority	20
No casting vote	20
Declaration of results	20
Poll	21
Objection to voting qualification	21
Chair to determine any poll dispute	21
<b>Votes of Members</b>	<b>21</b>
<b>Board</b>	<b>21</b>
Composition of the Board	22
Portfolios	22
Eligibility	22
Elected Directors	22
Casual Vacancy in ranks of Elected Directors	23
Appointed Directors	24
Term of office of Elected Directors generally	24
Remuneration of Directors	24
Removal of Director	25
Vacation of office	25
Alternate Director	25
<b>Powers and Duties of board</b>	<b>26</b>
Board to manage the Company	26
Specific powers of Board	26
Time	26
Appointment of attorney	26
Provisions in power of attorney	26
Delegation of powers	26
Code of Behaviour	27
<b>Proceedings of Board</b>	<b>27</b>
Board meetings	27
Questions decided by a majority	27
Casting vote	27
Quorum	27

Effect of vacancy	27
Convening meetings	28
Chairperson	28
Circulating resolutions	28
Validity of acts of Board	28
Directors' Interests	29
Minutes	29
<b>Telecommunication Meetings of the Company</b>	<b>29</b>
Telecommunication Meeting	29
Conduct of Telecommunication Meeting	29
<b>Company Secretary</b>	<b>30</b>
Appointment of Company Secretary	30
Suspension and removal of Company Secretary	30
Powers, duties and authorities of Company Secretary	30
<b>Committees</b>	<b>30</b>
Board may delegate functions	30
Powers delegated to Committees	30
Committee meetings	30
Revocation of Delegation	31
<b>Regulations</b>	<b>31</b>
Board to Formulate Regulations	31
Regulations Binding	31
Notices Binding on Members	31
<b>Inspection of Records</b>	<b>31</b>
Right of the Members to Inspect Records	31
<b>Accounts</b>	<b>31</b>
Accounting Records	31
Auditor	31
<b>Service of Documents</b>	<b>32</b>
Document includes notice	32
Methods of service on a Member	32
Methods of service on the Company	32

Post	32
Electronic mail transmission	32
<b>Indemnity</b>	<b>32</b>
Indemnity of officers	33
Insurance	33
Deed	33
<b>Winding Up</b>	<b>34</b>
Contributions of Members on winding up	34
Excess property on winding up	34
<b>Dispute resolution</b>	<b>34</b>
Court of Arbitration for Sport (CAS)	34
Decisions	34
<b>Amendment of Constitution</b>	<b>35</b>

# 1. Name of the Company

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The name of the Company is the **Federation of International Touch Limited (FIT)**

## 2. Definitions and Interpretations

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### 2.1. Definitions

In this Constitution, unless the context requires otherwise:

**Annual General Meeting (AGM)** means the Annual General Meeting of the Company required to be held by the Company in each calendar year under section 250N(2) of the Corporations Act.

**Appointed Director** means a Director appointed under **clause 15**.

**Arrears** means monies owing to FIT, including members annual subscription which has not been received according to the prescribed time as determined by the Board.

**Board** means the body consisting of the Directors under **clause 15**.

**Committee** means a committee established by the Board under **clause 20**.

**Company** means the company to which this Constitution relates.

**Company Secretary** or **Secretary** means a person appointed as a company secretary of the Company by the Board under **clause 19**.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Corporations Act** means the *Corporations Act 2001* (Commonwealth of Australia) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

**Country** means an independent state recognised by the international community.

**Delegate** means the person(s) appointed from time to time to act for and on behalf of a member and represent that Member at General Meetings.

**Disqualifying Position** means to hold a position at the National Board level or be an employee of a Member or FIT which disqualifies the individual from being eligible to hold a Director position.

**Director** means a director of the Company and includes Elected Directors and Appointed Directors.

**Elected Director** means a Director elected under **clause 15**.

**Federation of International Touch Limited** means the International Federation responsible for Touch in all its forms.

**Financial year** means year starting 1 January and ending 31 December of each year.

**General Meeting** means a general meeting of Members and includes the Annual General Meeting.

**Individual Member** means a natural person admitted to the Company as an Individual Member under **clause 6.1.3** and a registered or licensed financial member of the Company and includes Participants.

**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 the Company, or developed, conducted, promoted or administered by the Company.

**Member** means a member of the Company for the time being under clause 6.

**National Touch Organisation** or **NTO** means the entity responsible for organising and supervising Touch in all of its forms in its Country.

**Objects** mean the objects of the Company in **clause 3**.

**Official Position** means, in connection with anybody corporate or organisation, a person who:

- a. holds a position, whether elected or appointed, director or equivalent of that body corporate or organisation; or
- b. has, directly or indirectly, material ownership or financial interest in that body corporate or organisation.

**Ordinary Resolution** means a resolution passed at a meeting of Members by a simple majority

**Participant** means a person who participates, including as a registered volunteer, official, coach, player or referee, in any Touch activity organised, controlled or sanctioned by FIT or an NTO.

**Regional Federation of Touch** means an entity formed by FIT Members within its region to manage the operations of that region linked to the development of Touch and subject to the FIT Constitution and an agreement signed between the Regional Federation and FIT

**Region** means a geographical area that has common natural or artificial features (language, government, religion, borders, culture).

**Register** means the register of Members and associated database kept as required by the Act.

**Regulations** mean any Regulations made by the Board under **clause 21**.

**Special Resolution** means a resolution that must be passed by a majority of at least 75% of votes exercisable by Members entitled to vote at the relevant General Meeting per this Constitution and the Corporations Act.

**Telecommunications Meeting** means a General Meeting or Board meeting held by telephone, video, or any other technology (or any combination of these technologies), allowing participants to communicate with other participants.

**Touch, Touch Rugby** or **Touch Football** means the sport or game played in all its forms under the rules determined or adopted from time to time by FIT and referred to in this document as "Touch".

**Voting Member** means, in relation to a General Meeting, those Members present and entitled to vote through their Delegate.

**World Cup** means the global competition conducted by FIT and played between representative teams of the Members.



## 2.2. General

- a. In this Constitution
- i. expressions referring 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 electronically;
  - ii. a reference to a function includes a reference to a power, authority and duty;
  - iii. a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
  - iv. a reference to a Member present at a General Meeting means the Member present in person or by proxy or delegate;
  - v. a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
  - vi. words importing any gender include all other genders;
  - vii. the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
  - viii. a reference to an organisation includes a reference to its successors;
  - ix. words importing the singular include the plural and vice versa;
  - x. a reference to a law includes regulations and instruments made under it;
  - xi. a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
  - xii. the words include, includes, including and for example are not to be interpreted as words of limitation;
  - xiii. where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and
- b. 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 unenforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.
- c. The specification of the Objects in **clause 3** are not in any particular order and are not to be construed so as to lead to the construction that any object is more important than any other object nor than any object which is specified in detail is more important than any object which has not been specified in detail, and no particular object will be limited by reference to any other and the rule of construction known as ejusdem generis rule shall not apply.

## 2.3. Corporations Act

- a. In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- b. The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

## 2.4. Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

# 3. Objects

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The objects for which FIT is established and maintained are to:

- a. Promote, foster, improve, extend and govern Touch through coordinating, encouraging, assisting and supporting members of FIT.
- b. Regulate, promote, organise and conduct Touch competitions at an international level.
- c. Establish and secure uniformity in rules and standards for the management and control of Touch, Touch competitions and related activities, including but not limited to playing rules and minimum coaching and referee standards.
- d. Act as an arbitrator and appeal body for members and participants of Touch throughout the world, including disciplinary matters.
- e. Seek to prevent within Touch discrimination of any kind against a country or against a private person or groups of people including on account of age, gender, marital status, maternity status, disability, race (including colour, nationality, ethnic or national origin), religion or belief, sex or sexual orientation or any other reason.
- f. Preserve Touch's integrity, including by adopting rules implementing the World Anti-Doping Code and other appropriate codes of conduct and regulations, and ensuring that such rules, codes and regulations are enforced at all Touch events sanctioned by the Company.
- g. Represent the interests of its Members and Touch generally in any appropriate forum, including affiliation to international sporting organisations, government, commercial and public recognition of FIT as the authority on and for Touch throughout the world.

# 4. Powers

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Solely for furthering the Objects under **clause 3**, the Company has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

## 5. Income and Property of Company

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### 5.1. Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects under **clause 3**.

### 5.2. Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- a. in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- b. of interest at a rate not exceeding current bank overdraft rates of interest for money lent; or
- c. of reasonable rent for premises let to the Company by them.

## 6. Membership

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### 6.1. Categories of Members

Members of the Company shall fall into one of the following categories:

- a. Full Member;
- b. Observer Member;
- c. Individual Member; or
- d. Other Categories of Members.

#### 6.1.1. Full Member

- a. This category is only available to NTOs.
- b. Full Member shall be represented by their Delegate who shall have the right to be present, debate and vote at General Meetings in accordance with the following:
  - i. One (1) vote;
  - ii. One (1) additional vote for each team competed in the most recent Youth and World Cup series. A series is defined as the Youth, Open and Age groups World Cups generally occurring over an approximate four (4) year period.
  - iii. If by any set of circumstances either the Youth Touch World Cup or Touch World Cup event was not staged in the preceding four (4) years, votes will be allocated on the last completed Touch World Cup.
- c. Full Members must continue to meet the membership requirements as set down in the regulations.

### 6.1.2. Observer Member

- a. This category is only available to NTOs.
- b. Observer Members shall be represented by their Delegate who shall have the right to be present and debate at General Meetings but shall have no voting rights.
- c. Observer Members must continue to meet the membership requirements as set down in the regulations.

### 6.1.3. Individual Member

- a. This category is awarded to a natural person who is:
  - i. A registered, financial, individual Member or an ordinary Member or a Life Member or a patron of a Touch organisation or club affiliated with a Member; or
  - ii. An elected, appointed, or registered official of FIT recognised as an Individual Member
- b. Individual Members shall have no right to receive notice of, attend, or vote at General Meetings.

### 6.1.4. Other Category of Member

- a. Such other categories of Member (with no voting rights) as may be created by the Board and so long as the effect of this is not to create new voting rights, to alter the rights, privileges or obligations of an existing category of Members.

## 6.2. Requirements of Members

### 6.2.1. Requirements of Full Member

Requirements of Full Members are determined by the Board and recorded in the regulations.

### 6.2.2. Requirements of Observer Member

Requirements of Observer Members are determined by the Board and recorded in the regulations.

### 6.2.3. Requirements of Individual Member

Requirements of Individual Members are determined by the Board and recorded in the regulations.

## 6.3. Membership rights, privileges and obligations

The rights, privileges, and obligations for each category of membership will be as determined and prescribed in this Constitution and Regulations of FIT from time to time.

## 6.4. Membership subscription fees

Member subscription fees are determined by the Board.

## 6.5. Membership Renewal

- a. Unless otherwise determined by the Board, Members must apply annually to renew membership with the Company in accordance with the procedure set down by the Company and Regulations from time to time.
- b. The Board may reject the renewal of an application if at any time it considers the applicant is not acting in the best interests of the development of Touch. Prior to the rejection being activated, current NTO's be given two calendar weeks to respond to the rejection.
- c. The Board may renew the membership if it is in the interest of the development of Touch.
- d. Upon applying for renewal each year, each NTO must lodge with the Company:
  - i. an updated copy of its constitution (including all amendments);
  - ii. any other information reasonably required by the Company, including but not limited to a copy of the minutes related to its previous years' Annual General Meeting;
  - iii. details of its committee; and
  - iv. details of its Delegate.
- e. Each NTO must ensure that its constitution is amended to conform to any relevant amendments made to this Constitution provided that such amendment is not unlawful or in conflict with any relevant legislation.

## 6.6. Admission of Members

Upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and the Regulations, a person will become a Member.

The Directors will direct the Company Secretary to record NTO's name and contact details in the Federation's register of Members kept by the Company.

## 6.7. Schedule of Members as at Date of Incorporation of the Company

The list of NTO's and their class of membership as at the date of incorporation of the Company is set out in Schedule 1.

# 7. Application for Membership

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## 7.1. Application for Membership

An application for membership from an NTO must be:

- a. in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Company;

- b. accompanied by a copy of the applicant's constitution (which must be acceptable to the Company), the names of the applicant's committee members and the applicant's register of members (if applicable);
- c. accompanied by the appropriate fee (if any); and
- d. be otherwise in accordance with any requirements set out in this Constitution and/or the Regulations (if applicable).

## 7.2. Discretion to accept or reject an application

- a. The Board may accept or reject an application whether the applicant has complied with the requirements in clause 7.1 or not. The Board shall not be required or compelled to provide any reason for such acceptance or rejection.
- b. Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Company Secretary shall amend the Register accordingly as soon as practicable.
- c. Where the Board rejects an application for membership the Company shall refund any fees forwarded with the application and the application shall be deemed rejected by the Board.

## 8. Members – General

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### 8.1. General

- a. The Company must keep a register of all NTO Members in accordance with the Corporations Act.
- b. Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- c. A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Touch, or both.

### 8.2. Limited Liability

Members have no liability in that capacity except as set out in **clause 26**.

## 9. Cessation of Membership

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### 9.1. Cessation

A Member ceases to be recognised as a Member of the Federation on:

- a. resignation;
- b. death;
- c. the termination of their membership according to this Constitution or the Regulations;

- d. the organisation or association being dissolved or otherwise ceasing to exist; or
- e. where a Member no longer meets the eligibility for Membership.

## 9.2. Resignation

For the purposes of **clause 9.1(a)**, a Member may resign from the Company by giving 14 days written notice to the Board.

# 10. Discipline of Members

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## 10.1. Disciplinary Action

Where the Board is advised or considers that a Member has allegedly:

- a. breached, failed, refused or neglected to comply with a provision of this Constitution or the Regulations; or
- b. acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or Touch; or
- c. brought the Company or Touch into disrepute,

the Board may commence or cause to be commenced disciplinary proceedings against that Member. That Member will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Company, whether set out in Regulations or as determined by the Board. The Board shall ensure the principles of natural justice are afforded to the Member in all cases.

## 10.2. Good standing

Notwithstanding **clause 10.1** where a Member fails to comply with their or its financial or other obligations under this Constitution or any Regulations, the Board may determine that Member is not of good standing. On a determination that a Member is not of good standing, the Board may give notice to the Member of the:

- a. Board's determination; and
- b. grounds for the Board's determination;

and request that the Member show cause within such time as is determined by the Board as to why further action should not be taken against the Member. The Member's failure to respond or act to the Board's satisfaction (including assurances or compliance with his or its obligations) may result in the Board suspending the Member's membership of the Company or otherwise imposing such conditions on membership, as the Board sees fit. In determining any matter under this clause, the principles of natural justice shall be afforded to the Member.

## 10.3. Member Protection Issues

**Clause 10.1** does not apply to any incident or matter to which the member protection regulation or policy (if any) of the Company applies. Any member protection-related matter must be dealt with following the procedure set out in the Company's member protection regulation or policy.

## 11. Fees and Subscriptions

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### 11.1. Membership Fee

- a. The Board must determine and publicise to the Members from time to time:
  - i. the amount (if any) payable by an applicant for membership;
  - ii. the amount of the annual/seasonal subscription fee payable by each Member, or any category of Members;
  - iii. any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - iv. the payment method and the due date for payment.
- b. Each Member must pay to the Company the amounts determined under **clause 11.1.(a)**.

### 11.2. Non-Payment of Fees

- a. The right of a Member to attend and vote (if applicable) at a General Meeting will be suspended, while the payment of any subscription or other amount payable by the Member is in Arrears remains outstanding, in accordance with relevant Regulations.
- b. If a Member fails to pay any subscription or other amount within six months from the due date for payment, Member's membership shall be suspended at the end of the six months.
- c. The Member will remain suspended until the payment of all Arrears are received by the Company.

## 12. General Meetings

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### 12.1. Annual General Meeting

Annual General Meetings of the Company are to be held:

- a. according to the Corporations Act; and
- b. at a date and venue determined by the Board.

### 12.2. Power to convene General Meeting

- a. The Board may convene a General Meeting when they think fit and must do so if required by the Corporations Act.
- b. The Voting Members through their Delegate may convene a General Meeting, which must comply with the requirements under the Corporations Act.

### 12.3. Notice of a General Meeting

- a. In accordance with **clause 24** and the Corporations Act, notice of a General Meeting of Members must be given to:



- i. every Voting Member;
  - ii. every Observer Member;
  - iii. the Directors;
  - iv. the auditor for the time being of the Company;
  - v. every Regional Federation;
  - vi. anyone else the Board elects to invite.
- b. At least 30 days' notice of the time and place of a General Meeting must be given, together with:
- i. all information required to be included in accordance with the Corporations Act;
  - ii. in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - iii. where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
  - iv. where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

## 12.4. No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

## 12.5. Cancellation or postponement of General Meeting

Where a General Meeting (including an Annual General Meeting) is convened by the Board they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This **clause 12.5** does not apply to a General Meeting convened by:

- a. Members according to the Corporations Act;
- b. the Board at the request of Members; or
- c. a court.

## 12.6. Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- a. each Member entitled to attend the General Meeting; and
- b. each other person entitled to notice of a General Meeting under the Corporations Act.

## 12.7. Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- a. the new date and time for the meeting;
- b. the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- c. if the meeting is to be held in two or more places, the technology that will be used to hold the meeting will comply with **clause 18**.

## 12.8. Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 13.8** or the Corporations Act.

## 12.9. Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

## 12.10. Proxy Voting

- a. Proxy voting shall be permitted at General Meetings in accordance with the Corporations Act and the Regulations.
- b. The proxy needs to be on the prescribed form and lodged with the Company Secretary 7 days prior to the General Meeting
- c. Proxy shall be granted to a Delegate.
- d. No Delegate shall hold proxies for more than one other Member.

## 12.11. Postal or Electronic voting

Postal or electronic voting shall be permitted at General Meetings as determined by the Board and in accordance with the Corporations Act and the Regulations.

# 13. Proceedings at General Meeting

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## 13.1. Number for a quorum

The number of Members who must be present (physically or electronically) and eligible to vote for a quorum to exist at a General Meeting shall be those Delegates holding entitlement to 25% of the votes. A proxy vote shall count towards achieving a quorum.

## 13.2. Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of and remains throughout the General Meeting.

### 13.3. Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- a. if convened by, or on the requisition of, Members, is dissolved; and
- b. In any other case stands adjourned to such other day, time and place as the chair determines.

### 13.4. Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

### 13.5. Chairperson to preside over General Meetings

- a. The Chairperson is entitled to preside as chair at General Meetings.
- b. If a General Meeting is convened and there is no chair or the chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
  - i. a Director (or another person) chosen by a majority of the Directors present;
  - ii. the only Director present; or
  - iii. a Delegate of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

### 13.6. Conduct of General Meetings

- a. The chair:
  - i. has charge of the general conduct of the meeting and of the procedures to be adopted;
  - ii. may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - iii. may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.
- b. A decision by the chair under **clause 13.6** is final.

### 13.7. Adjournment of General Meeting

- a. The chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- b. The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by a vote of the Members present.

- c. Only unfinished business is to be transacted at a meeting resumed after an adjournment.

### 13.8. Notice of adjourned meeting

- a. It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- b. In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

### 13.9. Questions decided by a majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

### 13.10. No casting vote

Where voting is equal there is no casting vote and the motion is lost.

### 13.11. Declaration of results

- a. At any General Meeting, a resolution put to the vote of the meeting must be decided on a show of hands unless:
  - i. a poll is properly demanded and the demand is not withdrawn; or
  - ii. the chair determines that a poll should be conducted; or
  - iii. the vote is cast electronically.
- b. A declaration by the chair 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 minutes of the meetings of the Company, is conclusive evidence of the fact.
- c. Neither the chair nor the minutes need state, and it is not necessary to prove the number or proportion of the votes recorded for or against the resolution.

### 13.12. Poll

- a. If a poll is properly demanded in accordance with the Corporations Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- b. A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- c. A demand for a poll may be withdrawn.
- d. A demand for a poll does not prevent the General Meeting from continuing for the transaction of any business other than the question on which the poll was demanded.

### 13.13. Objection to voting qualification

- a. An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - i. may not be raised except at that meeting; and
  - ii. must be referred to the chair, whose decision is final.
- b. A vote not disallowed under the objection is valid for all purposes.

### 13.14. Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

## 14. Votes of Members

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- a. At a General Meeting, on a show of hands and on a poll, each of the Voting Members through their Delegate shall have the votes set out in **clause 6**.
- b. Subject to any rights or restrictions attached to any category of membership at a General Meeting the voting rights of Members can only be exercised by the Delegates.
- c. No person other than as set out in **clause 14(b)** shall be entitled to vote at General Meetings or otherwise represented at General Meetings.
- d. No Delegate is entitled to vote at any General Meeting unless they have been properly appointed and authorised in accordance with this Constitution and the Company has been notified of the Delegate's appointment.
- e. A Member will have a loss of voting rights if fees are in Arrears.

## 15. Board

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### 15.1. Composition of the Board

The Board shall comprise:

- a. not less than three (3) Directors and not more than nine (9) Directors.
- b. not more than five (5) Directors are to be elected by the Members (Elected Directors); and
- c. not more than four (4) are to be appointed (Appointed Directors).

### 15.2. Portfolios

The Board may allocate portfolios to Directors.

### 15.3. Eligibility

- a. A Director must not hold a position at the Board level of an NTO or be an employee (defined as a disqualifying position) of FIT or a Member.
- b. A Director who accepts a disqualifying position must notify the Board of that fact immediately and is deemed to have vacated their office as a Director.
- c. A Director must also meet the fit and proper person test as in the Corporations Act, and cannot be a disqualifying person for the purposes of that provision.

### 15.4. Elected Directors

- a. At least 90 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company Secretary will request from Voting Members nominations (which comply with this clause 15.4) for elections to positions falling vacant.
  - i. Subject to this Constitution, additional nomination processes including a Nominations Committee, qualifications and job descriptions shall be as determined by the Board from time to time.
- b. Nominations must be received no less than 60 days prior to the Annual General Meeting.
- c. A Voting Member may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next Annual General Meeting.
- d. A nomination must:
  - i. be in writing on the prescribed form as required by the Board; and
  - ii. signed by a nominator and a seconder who must be authorised representatives of a Full Member (the relevant Member must not be in arrears at the prescribed time as determined by FIT).
  - iii. certified by the nominee expressing their willingness to accept the position for which they are nominated.
- e. Subject to **clause 15.3**, an Elected Director will hold office for a term of four (4) years.
- f. A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, is eligible for re-election.
- g. At a General Meeting:
  - i. at which an Elected Director retires; or
  - ii. at the commencement of which there is a vacancy in the office of an Elected Director,
  - iii. there will be a vote of the Members conducted in accordance with **clause 15.4(h)** to fill the vacancy by electing someone to that office
- h. Elections for Elected Directors shall be by secret ballot, in accordance with this clause 15.4(h) and the Regulations, at the relevant General Meeting on papers prepared by the Company

Secretary. The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:

- i. If at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then those nominated shall be declared elected only if approved by the majority of the votes cast in a secret ballot; and
- ii. If at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a secret ballot will be conducted as determined by the Board from time to time and under any such poll the eligible nominee/s who receives the highest number of votes (in accordance with any Regulations) will be elected to fill the Elected Director positions.
- iii. In the event of a tied vote for a vacant position, a new ballot will be called to break the tie. The new ballot will be conducted in the same manner as the first, with only the tied candidates listed. If the tie cannot be broken with the subsequent ballot, the tied position will remain vacant.
- iv. In the event of a tied vote for ranking to determine which candidate will serve the longer term, a new ballot will be called to break the tie. The new ballot will be conducted in the same manner as the first, with only the tied candidates listed. If the tie cannot be broken with the subsequent ballot, all candidates' term duration will be limited to the lessor of the tied positions.

## 15.5. Casual Vacancy in ranks of Elected Directors

- a. The Board may at any time appoint a person to fill a casual vacancy (as defined under **clause 15.10**) in the rank of the Elected Directors.
- b. A person appointed under clause 15.5(a):
  - i. holds office until the next AGM where the appointment is confirmed by resolution; and
  - ii. is not eligible to be appointed as the Chairperson.

## 15.6. Appointed Directors

- a. The Elected Directors may appoint up to four (4) people to be Directors who may have specific skills which complement the Board composition. Such persons will be known as Appointed Directors.
- b. A person appointed under clause 15.6(a) is not eligible to be appointed as the Chairperson.
- c. Subject to clause 15.3 an Appointed Director holds office for a term determined by the Board not to exceed 4 years and the appointment will be on such other terms as the Board determines.
- d. A person may only serve two (2) consecutive terms as an Appointed Director but, subject to the other requirements of this Constitution, are otherwise eligible to be elected to an Elected Director position.

## 15.7. Term of office of Elected Directors generally

- a. The term of office for an Elected Director is four (4) years (subject to **clause 15.3**).
- b. Elected Directors are elected on a rotational basis with at least an election for one (1) Elected Director taking place at each Annual General Meeting.
- c. At the first Annual General Meeting following the adoption of the Constitution:
  - i. two (2) Elected Directors with the most votes will be elected for a four (4) year term.
  - ii. one (1) Elected Directors with the next most votes will be elected for a three (3) year term.
  - iii. one (1) Elected Directors with the next most votes will be elected for a two (2) year term.
  - iv. one (1) Elected Directors with the next most votes will be elected for a one (1) year term.
- d. Should any adjustment to the term of Elected Directors be necessary to ensure rotational terms in accordance with **clause 15.7(b)** this shall be determined by the Board. If the Board cannot agree it will be determined by lot.

## 15.8. Remuneration of Directors

Subject to **clause 15.10**, a Director may only be paid for services as a Director but, with the approval of the Board and subject to the Corporations Act for:

- a. services rendered to it other than as a Director; and
- b. reasonable travelling, accommodation, and other expenses when:
  - i. travelling to or from meetings of the Board, a Committee or the Company; or
  - ii. otherwise engaged in the affairs of the Company.
- c. an Annual Honorarium as set by the Board, which aligns with the historical figure for honorariums.

## 15.9. Removal of Director

- a. Subject to the provisions of the Corporations Act, the Company may in General Meeting by Ordinary Resolution remove any Director prior to the expiration of that Director's term of office.
- b. Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 15.10(b)** cannot be re-elected or re-appointed as a Director within two (2) years of removal.

## 15.10. Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:



- a. dies;
- b. is removed in accordance with **clause 15.9**;
- c. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- d. resigns from office by notice in writing to the Company;
- e. is not present at three consecutive Board meetings without leave of absence from the Board;
- f. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- g. is suspended or expelled from membership of the Company without further recourse under the Constitution;
- h. in the opinion of the Board, subject always to the application of the principles of natural justice:
  - i. has acted in a manner unbecoming or prejudicial to the Objects and interests of the Company and/or Touch (including but not limited to failing to adequately perform their duties as a Director); or
  - ii. has brought the Company or Touch into disrepute,
- i. and unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 15.10(h)** cannot be re-elected or re-appointed as a Director within two (2) years of removal.

## 15.11. Alternate Director

A Director cannot appoint an alternate.

# 16. Powers and Duties of board

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## 16.1. Board to manage the Company

The Board is to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

## 16.2. Specific powers of Board

Without limiting clause 16.1, the Board may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

## 16.3. Time

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to

change on or by a particular date, the Board under exceptional circumstances may in its absolute discretion extend that time, period or date as it thinks fit.

## 16.4. Appointment of attorney

The Board may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

## 16.5. Provisions in power of attorney

A power of attorney granted under clause 16.4 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## 16.6. Delegation of powers

- a. Without limiting clause 16.4 the Board may, by resolution or by power of attorney or writing under seal, delegate any of their powers to any employee of the Company, Member, association, organisation, institution representing Touch, or any other person as they think fit.
- b. Any delegation by the Board of its powers:
  - i. must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - ii. may be either general or limited in any way provided in the terms of the delegation;
  - iii. need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - iv. may include the power to delegate.
- c. If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- d. Any power exercised by a delegate is as effective as if it had been exercised by the Board.

## 16.7. Code of Behaviour

The Board must:

- a. adopt a Code of Behaviour for Directors; and
- b. periodically review the Code of Behaviour in light of the general principles of good corporate governance.

A Director is to perform their responsibilities in accordance with the Federation's Code of Behaviour.

## 17. Proceedings of Board

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### 17.1. Board meetings

- a. Subject to clause 17.1(b), the Board may meet together for conducting business, adjourn and otherwise regulate its meetings as it thinks fit.
- b. The Board must meet at least five (5) times in each calendar year.

### 17.2. Questions decided by a majority

A question arising at a Board meeting is to be decided by a majority of votes of the Directors present and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by the Board.

### 17.3. Casting vote

The chair of the meeting will have a casting vote where voting is equal.

### 17.4. Quorum

The majority of Directors present constitutes a quorum. The quorum must be present at all times during the meeting.

### 17.5. Effect of vacancy

The continuing Directors may act despite a vacancy in their number.

### 17.6. Convening meetings

- a. A Director may, and the Company Secretary at the request of a Director must, convene a Board meeting.
- b. Notice of a meeting of the Board must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of the Board must be given not less than 14 days before the meeting and may be given in person, or by post or by telephone, or other electronic means.
- c. A Director may waive notice of a meeting of the Board by giving notice to that effect to the Company in person or by post or by telephone, or other electronic means.
- d. A person who attends a meeting of the Board waives any objection that person may have in relation to a failure to give notice of the meeting.
- e. The non-receipt of a notice of a meeting of the Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of the Board.

## 17.7. Chairperson

- a. The Elected Directors shall appoint a Chairperson from amongst their number. The Chairperson shall hold that office for such term as is determined by the Elected Directors but only whilst the person holds office as an Elected Director.
- b. The Chairperson shall be the nominal head of the Company and will act as chair of any Board meeting or General Meeting at which they are present. If the Chairperson is not present, or is unwilling or unable to preside, the remaining Directors shall appoint one of their number to preside as chair for that meeting only.

## 17.8. Circulating resolutions

- a. The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- b. Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of clause 17.8(a) and is taken to be signed when received by the Company in legible form.
- c. The resolution is passed when the last Director signs providing a majority.

## 17.9. Validity of acts of Board

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## 17.10. Directors' Interests

- a. A Director shall declare to the Board any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- b. Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Board.
- c. In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Board or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- d. The Company shall maintain a register of declared interests.

## 17.11. Minutes

The Board must cause minutes of meetings to be made and kept according to the Corporations Act.

## 18. Telecommunication Meetings of the Company

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### 18.1. Telecommunication Meeting

- a. A Board Meeting or General Meeting may be held by means of a Telecommunication Meeting, provided that:
  - i. the number of persons participating is not less than a quorum required for the relevant Meeting; and
  - ii. the meeting is convened and held in accordance with the Corporations Act.
- b. All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 18.1(a)**.

### 18.2. Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting of the Company:

- a. all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- b. each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- c. at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- d. at the commencement of the meeting all persons participating must be advised if any recording of the meeting is to be undertaken and that any recording of the meeting will be appropriately and confidentially managed;
- e. a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- f. a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chair of leaving the meeting; and
- g. A minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## 19. Company Secretary

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### 19.1. Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Board.

## 19.2. Suspension and removal of Company Secretary

The Board may suspend or remove a Company Secretary from that office.

## 19.3. Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.

# 20. Committees

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## 20.1. Board may delegate functions

The Board may delegate any of its powers to Committees consisting of those persons they think fit (including Directors, individuals, and consultants), and may vary or revoke any delegation.

## 20.2. Powers delegated to Committees

A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.

Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

## 20.3. Committee meetings

Unless otherwise determined by the Board, committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

## 20.4. Revocation of Delegation

The Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend, repeal or veto any decision made by such body or person under this Rule only where such decision is clearly contrary to this Constitution, the Regulations, the Corporations Act, the Objects of the Company or the committee's delegation.

# 21. Regulations

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## 21.1. Board to Formulate Regulations

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such Regulations, regulations and policies ("Regulations") for the proper advancement, management and administration of the Company, the advancement of the Objects and Touch as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution.

## 21.2. Regulations Binding

All Regulations made under this Rule shall be binding on the Company and Members.

## 21.3. Notices Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of notices approved by the Board and prepared and issued by the Board. Notices are binding upon all Members.

## 22. Inspection of Records

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### 22.1. Right of the Members to Inspect Records

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

## 23. Accounts

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### 23.1. Accounting Records

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

### 23.2. Auditor

A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act.

## 24. Service of Documents

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### 24.1. Document includes notice

In this **clause 24.1**, document includes a notice.

### 24.2. Methods of service on a Member

The Company may give a document to a Member:

- a. personally;
- b. by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- c. by sending it to an electronic mail address nominated by FITas the official electronic mail address of the member; or
- d. by posting the notice on the Company's website.

### 24.3. Methods of service on the Company

A Member may give a document to the Company by:

- a. delivering it to the Registered Office;
- b. sending it by post to the Registered Office; or
- c. sending it to an electronic mail address nominated by the Company.

## 24.4. Post

A document sent by post if sent to an address:

- a. in Australia, may be sent by ordinary post; and
- b. outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case, is taken to have been received on the second business day after the date of its posting.

## 24.5. Electronic mail transmission

If a document is sent by electronic mail transmission, delivery of the document is taken to:

- a. be effected by properly addressing and transmitting the mail electronic transmission; and
- b. have been delivered on the business day following its transmission.

# 25. Indemnity

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## 25.1. Indemnity of officers

- a. This **clause 25** applies to every person who is or has been:
  - i. a Director, or Company Secretary of the Company; and
  - ii. to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Board in each case may determine.

Each person referred to in this paragraph (a) is referred to as an Indemnified Officer for the purposes of the rest of **clause 25**.

- b. The Company will indemnify each Indemnified Officer out of the property of the Company against:
  - i. every liability (except liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
  - ii. all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- iii. the Company is forbidden by statute to indemnify the person against the liability or legal costs; or



- iv. an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## 25.2. Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including liability for legal costs, unless:

- a. the Company is forbidden by statute to pay or agree to pay the premium; or
- b. the contract would, if the Company paid the premium, be made void by statute.

## 25.3. Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 25.1** on the terms the Board thinks fit (as long as they are consistent with **clause 25**).

# 26. Winding Up

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## 26.1. Contributions of Members on winding up

- a. Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one (1) year after their membership ceases.
- b. The contribution is for:
  - i. payment of the Company's debts and liabilities contracted before their membership ceased;
  - ii. the costs of winding up; and
  - iii. adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00 (AUD).
- c. No other Member must contribute to the Company's property if the Company is wound up.

## 26.2. Excess property on winding up

- a. If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - i. having objects similar to those of the Company; and
  - ii. whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

- b. That body is, or those bodies are, to be determined by the Voting Members through their Delegate at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

## 27. Dispute resolution

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### 27.1. Court of Arbitration for Sport (CAS)

The Company recognises the CAS, which will have jurisdiction to hear and determine the following, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever:

- a. any final decision of a body made pursuant to these Articles that provides for an appeal from that decision directly to CAS; and
- b. any matters as set out in the policies and regulations of ITF.

### 27.2. Decisions

- a. The CAS will resolve any matter referred definitively in accordance with its Code of Sports-Related Arbitration. CAS shall primarily apply the various Regulations of FITand, additionally, the country's law where the Federation is registered.
- b. Decisions of the CAS may not be challenged in any forum or on any grounds except for matters where the Corporations Act of Australia is to apply and for dispute resolution where the Swiss Federal Code on Private International Law is to apply.

## 28. Amendment of Constitution

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No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution and in accordance with the Corporations Act.

# Schedule 1

List of Members and their class of membership as at the date of incorporation of the Company.

## Full Member

1. Australia
2. Fiji
3. New Zealand
4. Papua New Guinea
5. Canada
6. USA
7. Cook Islands
8. Japan
9. Samoa
10. Ireland
11. England
12. South Africa
13. Singapore
14. Italy
15. Malaysia
16. Scotland
17. Wales
18. France
19. India
20. Germany
21. Hong Kong
22. Jersey
23. Spain
24. Belgium
25. Guernsey
26. Switzerland
27. Austria
28. China
29. Chinese Taipei
30. Luxembourg
31. Netherlands
32. Portugal
33. Chile
34. Czech Republic
35. United Arab Emirates
36. Philippines
37. Qatar
38. Sweden

## Observer Member

39. Bulgaria
40. Kiribati
41. Niue
42. Solomon Islands
43. Sri Lanka
44. Tokelau
45. Tonga
46. Thailand
47. Estonia