

2012

CONSTITUTION



FEDERATION
OF INTERNATIONAL
TOUCH

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History: This TFPNG Constitution was approved by the Members at the Special General Meeting conducted on 19 June 2012.

1. NAME OF ASSOCIATION

The name of the association is Touch Football Papua New Guinea Incorporated ("TFPNG").

2. HEADQUARTERS

- (a) The Headquarters of the TFPNG shall be as determined by the TFPNG from time to time or in the event of no such determination, shall be the address of the Secretary General.
- (b) English shall be the official language of the TFPNG and all money transactions are expressed in Papua New Guinea Kina.

3. OBJECTS OF FEDERATION

The TFPNG is the peak body for the administration of Touch throughout PNG. The objects for which TFPNG is established and maintained are to:

- (a) Create a single uniform entity through and by which Touch can be conducted, promoted and administered;
- (b) Provide for the encouragement, conduct, promotion, control and administration of Touch throughout PNG;
- (c) Affiliate and otherwise liaise with other International sporting organizations and such other bodies as may be desirable, in the pursuit of these Objects;
- (d) Encourage, conduct, promote, advance and control Touch, in any form;
- (e) Control, manage and conduct Touch competitions at an National and International levels;
- (f) Conduct or commission research and development for improvements in Touch and Touch equipment;
- (g) Use and protect the Intellectual Property;
- (h) Promote the importance of Touch standards, techniques, awards and education to Members and other bodies involved in or related to Touch;
- (i) Strive for and maintain government, commercial and public recognition of the TFPNG as the authority on and for Touch throughout PNG;
- (j) Promulgate, and secure uniformity in, such rules and standards as may be necessary for the management and control of Touch, Touch competitions and related activities, including but not limited to playing rules and coaching standards;
- (k) Pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the objects of TFPNG;
- (l) Maintain and extend the operations and activities of TFPNG to all countries throughout PNG;

- (m) Further develop the TFPNG and Touch into an organised institution and having regard to these objects, to foster, regulate, organise, control, conduct and manage tournaments, competitions, displays and other activities and to issue certificates and award trophies;
- (n) Ensure that environmental considerations are taken into account in all Touch and related activities conducted by the TFPNG;
- (o) Promote the health and safety of Members;
- (p) Act as final internal **arbiter** on all matters pertaining to the conduct of Touch throughout PNG, including disciplinary matters;
- (q) Establish and conduct educational programs for officials in the implementation and interpretation of Touch playing rules and standards;
- (r) Formulate and implement appropriate policies, including policies in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Touch;
- (s) Represent the interests of its Members and of Touch generally in any appropriate forum;
- (t) Have regard to the public interest in its operations;
- (u) Encourage Members to realise their potential and athletic abilities;
- (v) Encourage and promote competition consistent with the principles of fair play **and free** from performance-enhancing drugs;
- (w) Seek and obtain improved facilities for the enjoyment of Touch; and
- (x) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

Commented [TM1]: Consistent with SA reqmt that CAS be final dispute body.

Commented [TM2]: Consistent with the 'sport values' focus of SA/IOC, etc.

4. POWERS OF THE FEDERATION

Solely for furthering the objects set out above, and in addition to the rights, powers and privileges provided under the Act, the TFPNG has all the powers and capacity of a **company under the Associations Act 1991**.

5. APPLICATION OF INCOME

- (a) The income and property of TFPNG shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution no remuneration or other benefit shall be paid or given by TFPNG to any Member.
- (c) Nothing contained in **Rules 5(a) or (b)** shall prevent payment in good faith of or to any Member for:
 - i. Any services actually rendered to TFPNG whether as an employee or otherwise;
 - ii. Goods supplied to the TFPNG in the ordinary and usual course of operation;
 - iii. Interest on money borrowed from any Member;

- iv. Rent for premises demised or let by any Member to TFPNG;
- v. Any out-of-pocket expenses incurred by the Member on behalf of the TFPNG;
- vi. Or any other reason; provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

6. ADDITION ALTERATION OR AMENDMENT

- (a) No addition, alteration or amendment shall be made to this Constitution unless a Special Resolution has approved the same.
- (b) No addition, alteration or amendment to this Constitution will take effect until filed in accordance with the Act.

7. LIABILITY OF MEMBERS

The liability of the Members of TFPNG is limited.

8. MEMBERS' CONTRIBUTIONS

Every Member of TFPNG undertakes to contribute to the assets of TFPNG in the event of it being wound up while a Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of TFPNG contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding **K1.00**.

9. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of TFPNG there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to somebody or bodies having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on TFPNG by this Constitution and which is also not carried on for profit and which is similarly exempt from income tax. Such body or bodies to be determined by the Members of TFPNG at or before the time of dissolution, and in default thereof by such judge of a Supreme Court as may have or acquire jurisdiction in the matter.

10. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by TFPNG and the manner in respect of which such receipt and expenditure takes place and of the property, assets and liabilities of TFPNG and, subject to any reasonable restrictions as to time and

manner of inspecting the same that may be imposed in accordance with the Constitution for the time being, shall be open to the inspection of the Members. Once at least in every year the accounts of TFPNG shall be examined by one or more properly qualified auditor or auditors, who shall report to the Members in accordance with generally accepted accounting principles and/or practices and/or the provisions of the Act.

11. AFFILIATED TOUCH ASSOCIATIONS

11.1. Affiliated Touch Associations

- (a) TFPNG shall consist of such Affiliated Touch Associations as are recognised and admitted by TFPNG as a Member to conduct Touch in a province/city/town/village;
- (b) Only one Affiliated Touch Association from any one town or village in the province may become and remain a Member.
- (c) **Cities & towns with population of players over 700 players or lack of facilities or other factors may be allowed more than one Affiliated Touch Association by TFPNG to become and remain as members.**

11.2. Recognition of Affiliated Touch Association

An Affiliated Touch Association shall administer Touch in its province/city/town or village on behalf of its constituents, subject to the control of TFPNG and in accordance with the Objects. Each Affiliated Touch Association shall be named according to the Province or City or Town or Village in which it is located.

11.3. Compliance of Affiliated Touch Association

Each Affiliated Touch Association shall:

- (a) Be subject to the control and direction of TFPNG;
- (b) Appoint a Delegate annually to represent it at General Meetings;
- (c) Adopt the Objects or adopt rules which reflect, and which are to the extent permitted or required by the legislation applicable to each Affiliated Touch Association, in conformity with this Constitution;
- (d) Support TFPNG in the encouragement and promotion of the Objects; and
- (e) By adopting the Objects, abide by this Constitution.

Commented [TM3]: This is specified in Board policy. Deleted to avoid unnecessary comparison between new Category A & B members.

11.4. Operation of Constitution

TFPNG and each Affiliated Touch Association agree:

- (a) That they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Touch are to be conducted, promoted and administered;

- (b) That should a Affiliated Touch Association be having administrative, operational or financial difficulties, including but not limited to where a Affiliated Touch Association:
- (i) Takes or has taken or has instituted against it any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the Affiliated Touch Association; or
 - (ii) Enters into a composition or arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation; or
 - (iii) A mortgagee or other creditor takes possession of any of its assets;
- the TFPNG may act to assist that Affiliated Touch Association in whatever manner it considers appropriate, including, but not limited to the appointment of an administrator; and
- (c) Where the Board considers or is advised that a Affiliated Touch Association has allegedly:
- (i) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the Board; or
 - (ii) Acted in a manner prejudicial to the objects and interests of the TFPNG and/or Touch; or
 - (iii) Brought TFPNG itself, or any other Affiliated Touch Association into disrepute;
- the Board may, after allowing the Affiliated Touch Association the opportunity to explain, adjudicate and if necessary penalise that Affiliated Touch Association for such conduct or omission with such penalty as it thinks appropriate.

12. AFFILIATED TOUCH ASSOCIATION CONSTITUTIONS AND RULES

12.1. Constitution

The constituent documents of each Affiliated Touch Association will clearly reflect the Objects and shall acknowledge that the Affiliated Touch Association is subject to the control and direction of TFPNG, and shall conform with such incidental variations as are necessary having regard to the legislation applicable to each Affiliated Touch Association.

12.2. Power of Veto

Each Affiliated Touch Association shall provide to TFPNG a copy of its constituent documents and all amendments to these documents. Each Affiliated Touch Association acknowledges and agrees that TFPNG has power to veto any provision in a Affiliated Touch Association constitution which, in the Board's opinion, is contrary to the Objects, the Constitution or the Regulations.

12.3. Amendments to Affiliated Touch Association Constitutions

Each Affiliated Touch Association will take all steps to ensure its constituent documents and rules are in conformity with this Constitution and will ensure its documents are amended in conformity with future amendments made to this Constitution, subject to any prohibition in any relevant legislation applicable to each Affiliated Touch Association.

12.4. Register of Participants

Each Affiliated Touch Association shall maintain, in a form acceptable to TFPNG, a register of all Participants in its Province/City/Town/Village or otherwise represented by it. Each Affiliated Touch Association shall upon request from TFPNG provide a copy of the register at a time and in a form acceptable to TFPNG, and shall whenever possible provide regular updates of the register to TFPNG.

13. MEMBERS

13.1. Categories of Members

The Members shall consist of:

- (a) Affiliated Touch Associations, which subject to this Constitution shall be either:
 - (i) A Affiliated Touch Association (NTA) Member – Category A represented by their Delegate who shall have the right to be present, debate and vote (2 votes) at General Meetings; or
 - (ii) A Affiliated Touch Association (NTA) Member – Category B represented by their Delegate who shall have the right to be present, debate and vote (1 vote) at General Meetings.
- (b) Associate Members, who subject to this Constitution, shall have the right to be present (in person or by Delegate) and debate at General Meetings, but shall have no voting rights;
- (c) Life Members, who subject to this Constitution, shall have the right to be present and to debate at General Meetings, but shall have no voting rights;
- (d) Individual Members, which subject to this Constitution, shall have no right to be present, debate or vote at General Meetings.
- (e) The rights, privileges and obligations for each category of membership will be as determined and prescribed in the Regulations from time to time.

13.2. Affiliated Touch Association Membership

- (a) Subject to this Constitution, the ATA Members in General Meeting may from time to time grant an applicant for membership, ATA Membership.

Commented [TM4]: Re-naming of membership categories to align with SA 'full membership' requirements whilst maintaining membership criteria integrity (as currently covered by Board policy). Addition of vote to Category B (previously Associate Members), as doubtful SA will consider a non-voting member a full member. Note this is not a move to preferential voting based on participant numbers. Previously:
- full member with 1 vote = Cat A member with 2 votes;
- assoc member with 0 vote = Cat B member with 1 vote;
- developing nation (non-member) = Assoc member with 0 vote.

Commented [TM5]: Increases other member numbers by recognizing as members (not full) what the Board currently recognises as 'Developing Nations'.

- (b) The Board may renew ATA membership or reject a renewal, or an applicant, for ATA membership if any of the required criteria prescribed in the Regulations for ATA membership is not complied with.

13.3. Associate Membership

- (a) The Board may from time to time grant an applicant for membership, associate membership. Such membership may be granted to any individual or entity who:
 - (i) Is the Board recognised individual or entity responsible for developing Touch in a province/city/town/village that does not yet have an ATA member of TFPNG; and
 - (ii) Undertakes to implement a program to achieve ATA membership within the five-year period of becoming an Associate Member.
- (b) Failure to meet the required criteria will result in a loss of membership after the five year period unless exceptional circumstances exist and as are determined and approved by the Board.
- (c) The Board may renew associate membership or reject renewal or an applicant, if at any time it considers the applicant is not acting in the best interests of the development of Touch in that Province/City/Town/Village.

13.4. Life Members

- (a) The Board may recommend to the Annual General Meeting that any person, who has rendered distinguished or special service to Touch, may be granted Life Membership.
- (b) A resolution of the Annual General Meeting to confer life membership on the recommendation of the Board must be passed by a Special Resolution. The vote on such resolution will be taken by secret ballot.
- (c) Conditions, obligations and privileges of life membership shall be as prescribed in the Regulations.

13.5. Individual Members

Any natural person who is:

- (a) A registered, financial, individual member or an ordinary member or a life member or a patron of a Touch association or club affiliated with a Affiliated Touch Association; or
- (b) An elected, appointed or registered official of TFPNG shall be recognised as an Individual Member and shall be subject to this Constitution and the Regulations.

14. SUBSCRIPTIONS, FEES AND LEVIES

The annual membership subscription (if any), fees and any levies payable by Members to TFPNG, the time for and manner of payment shall be as determined by the Board from time to time.

15. APPLICATION FOR MEMBERSHIP

15.1. Application

An application for membership must be:

- (a) In writing on such form as is prescribed by the Board from time to time;
- (b) Accompanied by the applicant's constituent documents and the names of its committee members and Delegate on such form as is prescribed by the Board from time to time; and
- (c) Accompanied by the appropriate fee, if any.

Commented [TM6]: Deletion to include Annexures to avoid need to repeatedly update/change with any constitutional change.

15.2. Discretion to Accept or Reject Application

- (a) TFPNG may accept or reject an application whether the applicant has complied with the requirements in **Rule 15.1** or not.
- (b) Where TFPNG accepts an application, the applicant will become a Member.
- (c) Membership of TFPNG will commence upon acceptance of the application by TFPNG. Where TFPNG rejects an application, TFPNG will refund any fees forwarded with the application, and the application will be deemed rejected by TFPNG. TFPNG need not give any reasons for rejecting any membership application.

15.3. Membership Renewal

- (a) Affiliated Touch Associations must renew membership of TFPNG in accordance with the procedures prescribed by the Board from time to time in the Regulations.
- (b) Upon renewal of membership a Affiliated Touch Association must lodge with TFPNG any amendments to its constitution and changes in its Delegate.

15.4. Constitutional Compliance

- (a) All Affiliated Touch Associations shall have one year from the approval of this Constitution under the Act in which to amend their constitution in accordance with this Constitution, and for such time as their constitutions do not conform shall not be unduly penalised for such non-compliance, the extent that such non-compliance is not willful or calculated to cause harm or prejudice to TFPNG.

Commented [TM7]: Deletion of (a) & (c) relate to old 2008 transition provisions and for 2011 such matters are covered by the SGM confirmation of members and the power of the Board to reject membership renewal where non-compliance with Constitution/membership criteria.

16. REGISTER OF MEMBERS

16.1. Secretary General to Keep Register

The Secretary General shall keep and maintain a Register of Members in which shall be entered:

- (a) The full name, address, and date of entry of the name of each Member; and
- (b) The full name, address and date of entry of the name of each Delegate.

16.2. Inspection of Register

Having regard to confidentiality considerations, an extract of the Register, excluding the address of any Member or Delegate, shall be available for inspection by Members, upon reasonable request.

17. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution constitutes a contract between each of them and TFPNG and that they are bound by this Constitution and the Regulations;
- (b) They shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
- (c) By submitting to this Constitution and the Regulations they are subject to the control and jurisdiction of TFPNG;
- (d) This Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly (but not only) the advancement and protection of Touch; and
- (e) They are entitled to all benefits, advantages, privileges and services of TFPNG membership.

18. DISCONTINUANCE OF MEMBERSHIP

18.1. Notice of Resignation

Any Member which or who has paid all monies due and payable to TFPNG may resign from TFPNG by giving three months notice in writing to TFPNG of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member.

18.2. Expiration of Notice Period

Upon the expiration of a notice given under Rule 18.1, an entry, recording the date on which the Member who or which gave notice ceased to be a Member shall be recorded in the Register.

18.3. Forfeiture of Rights

A Member that ceases to be a Member, for whatever reason, shall forfeit all right in, and claim upon, TFPNG and its property including Intellectual Property.

18.4. Delegate Position Lapses

The position of Delegate shall lapse immediately on cessation of membership of an Affiliated Touch Association Member or Associate Member.

18.5. Refund of Membership Fees

Membership fees or subscriptions paid by a discontinued Member for the relevant year may be refunded on a pro-rata basis to the Member upon discontinuance. The name of such Member shall be removed from the Register of Members as soon as practicable.

18.6. Failure to Renew

Notwithstanding Rule 19 the Board may expel or suspend a Member, which has not renewed its membership of TFPNG within one month of membership renewal falling due.

18.7. Member to Re-Apply

A Member which has been expelled or suspended or whose membership has lapsed under Rule 18.6:

- (a) Must re-apply for membership in accordance with this Constitution; and
- (b) May be re-admitted at the discretion of the Board.

19. DISCIPLINE OF MEMBERS

19.1. 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, the Regulations or any resolution or determination of the Board or any duly authorised committee; or

- (b) Acted in a manner unbecoming of a Member or prejudicial to the objects and interests of TFPNG and/or Touch; or
- (c) Brought TFPNG or Touch into disrepute;
the Board may commence or cause to be commenced disciplinary proceedings ("proceedings") against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of TFPNG set out in the Regulations.

20. ANNUAL GENERAL MEETING

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

21. NOTICE OF ANNUAL GENERAL MEETING

- (a) Notice of Annual General Meeting shall be given to every Member entitled to notice (being ATA, Associate and Life Members) at the address appearing in the Register kept by TFPNG. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) Notice of an Annual General Meeting shall be given to Members at least four (4) months prior to the Annual General Meeting and shall specify the place and day and hour of meeting.
- (c) Members wishing to place items on the Agenda must send their proposals in writing (with covering explanation of proposal) to the Secretary General at least two (2) months prior to the date of the Annual General Meeting.
- (d) The agenda for the meeting stating the business to be transacted at the meeting shall be given to Members at least one (1) month prior to the Annual General Meeting, together with any notice of motion received from Members.

Commented [TM8]: The Australian legislation requires that the AGM be held no later than 6 months after the financial year end. This combined with the 6 month notice requirement means that notice must always be given on 31 Dec/1 Jan of any year. The reduction of the notice period provides some flexibility for the Board and a more realistic timeframe. Members still have 2 months in which to get election nominations, notices of motion, etc submitted.

22. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes:
 - (i) Approval of new membership applications of Affiliated Touch Associations;
 - (ii) Consideration of accounts and the reports of the Board and auditors;
 - (iii) The election of Directors;
 - (iv) The appointment and fixing of the remuneration of the auditors;
 - (v) Amendments to this Constitution.

Commented [TM9]: Requires Special Resolution in other parts of Constitution, which by inference needs to occur at an AGM or SGM. Insertion here for clarity re SA requirement that Members retain supreme governance – vote directors, members, change constitution, etc.

- (b) All business that is transacted at a Special General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in Rule 22(a) shall be special business.
- (c) No business other than that stated on the notice shall be transacted at that meeting.

23. NOTICES OF MOTION

All notices of motion for inclusion as special business at an Annual General Meeting must be submitted in writing to the Secretary General not less than two (2) months (excluding receiving date and meeting date) prior to the Annual General Meeting. Unless a proposed notice of motion is supported by all necessary documentation it may be rejected by the Board and not included as special business at the Annual General Meeting.

24. SPECIAL GENERAL MEETINGS

24.1. Special General Meetings Convened by the Board

- (a) The Board may, whenever it thinks fit, convene a Special General Meeting of TFPNG and, where, but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.
- (b) Notice of a Special General Meeting shall be given to Members entitled to notice, (being ATA, associate and life members), at least two (2) months prior to the Special General Meeting and shall specify the place and day and hour of meeting.
- (c) The agenda for the Special General Meeting stating the business to be transacted at the meeting shall be given to Members at least one (1) month prior to Special General Meeting.

24.2. Requisition of Special General Meetings by Members

- (a) The Secretary General shall convene a Special General Meeting within one month of receiving a requisition signed by six (6) Members (being ATA Members).
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to TFPNG and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within two (2) months after the date on which the requisition is sent to TFPNG, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.

- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1. Quorum

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Federation shall be 25% of ATA Members represented by their Delegates.
- (b) Where a Member's annual subscription is one month or more in arrears at the time of the General Meeting it shall not be entitled to be included in the calculation of the quorum.

25.2. Chairman

The President of TFPNG shall, subject to this Constitution, preside as Chairman at every General Meeting of the Federation. If the President is not present, or is unwilling or unable to preside, the Board shall appoint another Director to preside as Chairman for that meeting only.

25.3. Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned until the same day in the next two (2) weeks at the same time and place or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will continue.
- (b) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **Rule 25.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4. Voting Procedure

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

- (a) The Chairman; or
- (b) Any Delegate.

25.5. Recording of Determinations

Unless a poll is demanded under Rule 25.4, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of TFPNG shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

25.6. Where Poll Demanded

If a poll is demanded under Rule 25.4 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

25.7. Resolutions not in General Meeting

A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by a majority of ATA Members entitled to vote shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the ATA Members.

25.8. Directors of TFPNG

- (a) Directors of TFPNG shall be entitled to attend and speak at General Meetings but shall have no voting rights other than the casting vote of the Chairman.
- (b) Guests may attend and/or speak at a General Meeting on the invitation of the Chairman.

26. VOTING AT GENERAL MEETINGS

26.1. Voting Rights

A Member's voting rights must, subject to this Constitution, be exercised by its Delegate. Where a Member's annual subscription is one month or more in arrears at the time of the General Meeting it shall not be entitled to vote.

26.2. Methods of Voting

Voting for Board elections shall be by secret ballot. Where voting is required to be by secret ballot or where a poll is demanded, the Chairman will appoint a returning officer and scrutineers. In the event of a ballot for the election of any Director, the Chairman may not appoint any candidate for election as scrutineer or returning officer.

26.3. Proxy Voting Permitted

Proxy voting shall be permitted at General Meetings. Proxy votes must be completed on the prescribed form as determined from time to time and must be received by the Secretary General 48 hours prior to the commencement time of the meeting.

26.4. Where Voting Equal

Where voting is equal on any resolution at a General Meeting that resolution shall be lost unless the Chairman exercises his casting vote under Rule 26.5.

26.5. Casting Vote

At a General Meeting the Chairman shall have a casting vote.

27. DELEGATES

27.1. Appointment of Delegate

Each ATA Member shall appoint a Delegate at its annual general meeting for a term of one year.

27.2. Delegates as Representative

Each Delegate shall represent his ATA Member at General Meetings.

27.3. Member to Advise

Each NTA Member shall advise the Secretary General of its appointed Delegate's name, address, phone number and position within the Member within 14 days of his appointment.

28. COMPOSITION OF THE BOARD

(a) The Board shall comprise the following Directors:

- (i) The President;
- (ii) The Secretary General;
- (iii) The Finance Director; and
- (iv) Two (2) Directors;
who shall all be elected under **Rule 29**; and
- (v) Two (2) Directors;
who may be appointed under **Rule 30**.

(b) The duties of the Directors shall be as prescribed in Regulations.

Commented [TM10]: 2008 transitional provisions – no longer required.

29. ELECTION OF BOARD

29.1. Term of Appointment

Directors shall be elected in accordance with this Constitution for terms of four years, which shall commence in accordance with **Rule 32.4**.

29.2. Qualifications for Board

Nominees for the Board must meet the qualifications as prescribed from time to time by the Board and set out in this Constitution or in Regulations.

29.3. Nominations for Board

Nominations must be:

- (a) In writing;
- (b) On the prescribed form (if any) provided for that purpose;
- (c) Signed by a nominator who must:
 - (i) Be a ATA Member; and
 - (ii) Not be in arrears of the Member's annual subscription;
- (d) Certified by the nominee expressing his willingness to accept the position for which he is nominated; and
- (e) Endorsed by the ATA of the Country in which the nominee resides.

29.4. Receipt of Nominations

The Secretary General must receive nominations at least two (2) months prior to the Annual General Meeting.

29.5. Elections

The elections shall be by preferential ballot and shall be by secret ballot on papers prepared by the Secretary General.

30. APPOINTMENT OF DIRECTORS

- (a) The Directors elected under **Rule 29** may appoint up to two (2) further Directors.
- (b) The Directors appointed under this Rule shall have such skills which generally compliment the Board composition. They need not have experience in or exposure to Touch and do not need to be Members.
- (c) The Directors appointed under this Rule shall be appointed for such term as is determined by the Board but no longer than four (4) years.
- (d) The Board may appoint such other non-voting representatives to the Board as it sees fit.

31. POWERS OF THE BOARD

Subject to the Act and this Constitution the business of TFPNG is to be managed by or under the direction of the Board. The Board may exercise all powers of TFPNG except any powers that under the Act or this Constitution (if any) are required to be exercised in General Meeting.

32. VACANCIES OF DIRECTORS

32.1. Grounds for Termination of Director's Office

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

- (a) Dies;
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) Resigns his office in writing to the Federation;
- (e) Where a Director, is absent without the consent of the Board from meetings of the Board held during a period of 6 months;
- (f) Holds any office of employment with TFPNG;

- (g) Without the prior consent or later ratification of the Members in General Meeting holds any office of profit under TFPNG;
- (h) Is directly or indirectly interested in any contract or proposed contract with TFPNG and fails to declare the nature of his interest;
- (i) In the opinion of the Board:
 - (i) Has acted in a manner unbecoming or prejudicial to the objects and interests of TFPNG and/or Touch; or
 - (ii) Has brought TFPNG, any Member or Touch into disrepute;
 - (iii) Is removed by Special Resolution; or
 - (iv) Would otherwise be prohibited from being a director of a corporation under the *Associations Incorporation Act*.

32.2. Casual Vacancies

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

32.3. Board May Act

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

32.4. Term of Appointment

Subject to this Constitution, the office of all Directors elected under **Rule 29** shall commence from the conclusion of the Annual General Meeting at which he/she is elected until the conclusion of the fourth Annual General Meeting following.

33. MEETINGS OF THE BOARD

33.1. Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business and may adjourn and, subject to this Constitution otherwise regulate, its meetings as it thinks fit. The Chairman or 3 Directors may at any time, and the Secretary General shall, on the requisition of the Chairman or 3 Directors, convene a meeting of the Board within a reasonable time.

33.2. Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one vote on any question. The Chairman shall have a casting vote where voting is equal.

33.3. Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) Notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice specifies that Directors are not required to be present in person;
 - (iii) In the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this article to be held then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated;
 - (iv) Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

33.4. Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is 50% or more, or such other number as may be fixed by the Board from time to time.

33.5. Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 14 days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than seven (7) days prior to such meeting.

33.6. Conflicts

A Director shall not vote in respect of any contract or proposed contract with TFPNG in which he is interested or any matter arising from that contract and if he does so vote his vote shall not be counted.

33.7. Chairman

The President shall chair any Board meeting or General Meeting at which he is present. If the President is not present, or is unwilling or unable to preside, the remaining Directors shall appoint one of their numbers to preside as chairman for that meeting only.

34. ALTERNATE DIRECTORS

34.1. Appointment of Alternate

The Board may appoint a person to be an Alternate Director in place of a Director during such period as it thinks fit. Where an Alternate Director is appointed the Secretary General shall notify the Members of the appointment, the term of appointment and of the name and address of the Alternate Director.

34.2. Entitlement of Alternate

Where an Alternate Director is appointed he is entitled to notice of meetings of the Board and, if the Director for which he is Alternate cannot be present (or otherwise available in accordance with this Constitution) at such a meeting, is entitled to attend and vote in his stead.

34.3. Deemed Exercise of Power by Appointer

An Alternate Director may exercise any powers that the Director for which he is Alternate may exercise in the absence of that Director and the exercise of any such power by the Alternate Director shall be deemed to be the exercise of the power by that Director.

34.4. Termination of Alternate's Appointment

- (a) The appointment of an Alternate Director may be terminated at any time by the Board notwithstanding that the period of the appointment of the Alternate Director has not expired.
- (b) An appointment, or the termination of an appointment, of an Alternate Director shall be effected by a resolution of the Board to that effect.

35. SECRETARY GENERAL

35.1. Secretary General to Act as Secretary

The Secretary General shall act as and carry out the duties of public officer under the Act and secretary of TFPNG and shall administer and manage TFPNG in accordance with this Constitution.

35.2. Specific Duties

The Secretary General shall:

- (a) Call all Board meetings and all General Meetings;
- (b) Prepare the agenda for all Board meetings and General Meetings;
- (c) Facilitate the recording and preparation of minutes of the proceedings of all meetings of the Board and the Federation, and shall use his best endeavours to distribute those minutes to Members promptly from the date of the meeting; and
- (d) Regularly report on the activities of, and issues relating to, TFPNG.

35.3. Broad Power to Manage

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

35.4. Secretary General may Employ

The Secretary General may employ such personnel as are deemed necessary from time to time. Such appointments shall be for such period and on such conditions as the Secretary General determines.

36. DELEGATIONS

36.1. Board may delegate functions

The Board may by instrument in writing create or establish or appoint committees, officers or consultants to carry out such duties and functions, and with such powers, as the Board determines.

36.2. Delegation by instrument

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

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

36.3. Delegated Function Exercised in Accordance With Terms

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

36.4. Procedure of Delegated Entity

The procedures for any delegated entity shall, with any necessary or incidental amendment, are the same as that applicable to meetings of the Board under this Constitution.

36.5. Delegation may be Conditional

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

36.6. Revocation of Delegation

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

37. REGULATIONS

37.1. Board to Formulate Regulations

The Board may formulate issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of TFPNG, the advancement of the Objects and

Touch as it thinks necessary or desirable. Such Regulations must be consistent with the Objects and this Constitution and any policy directives of the Board.

37.2. Regulations Binding

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

37.3. Regulations Deemed Applicable

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

37.4. Bulletins Binding on Members

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

38. RECORDS AND ACCOUNTS

38.1. Secretary General to Keep Records

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

38.2. Records Kept in Accordance With Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Finance Director.

38.3. TFPNG to Retain Records

TFPNG shall retain such records for four years after the completion of the transactions or operations to which they relate.

38.4. Board to Submit Accounts

The Board shall submit to the Members at the Annual General Meeting the Statements of Account of TFPNG in accordance with this Constitution.

38.5. Accounts Conclusive

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

38.6. Accounts to be sent to Members

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

38.7. Negotiable Instruments

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

38.8. Funds

- (a) The funds of TFPNG shall be derived from capitation fees from Members and tournament entry fees and such other sources as the Board determines.
- (b) The funds of TFPNG shall be used in accordance with the Objects and in such manner as the Board determines.

39. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed at the Annual General Meeting. The auditor's duties shall be regulated in accordance with the Act.
- (b) The accounts of TFPNG shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at least once in every year.

40. NOTICE

40.1. Manner of Notice

- (a) Notices may be given by the Secretary General to any Member by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected 2 days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

40.2. Notice of General Meeting

Notice of every General Meeting shall be given in the manner authorised in this Constitution.

41. SEAL

41.1. Safe Custody of Seal

The Secretary General shall provide for safe custody of the Seal.

41.2. Affixing Seal

The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by two (2) members of the Board.

42. PATRONS AND VICE PATRONS

The Federation at its Annual General Meeting may appoint annually on the recommendation of the Board a Chief Patron and such number of Patrons and Vice-Patrons as may be required.

43. RESOLUTION OF INTERNAL DISPUTES

- (a) Subject to all other internal TFPNG avenues (including, but not limited to, referral to the Board and/or a TFPNG Judiciary Committee) being exhausted, disputes between Members (in their capacity as Members) of TFPNG, and disputes between Members and TFPNG, are to be submitted exclusively to the **Court of Arbitration for Sport (CAS), Switzerland, applying its own procedural rules.**
- (b) TFPNG may determine in which of the **CAS** registries any dispute is to be submitted.
- (c) The decisions of the **CAS** shall be final and binding.

Commented [TM11]: Referral to CAS is required by SA. CAS has registries in Lausanne, New York and Sydney.

44. INDEMNITY

- (a) The Secretary General and every Director, auditor, manager, employee or agent of TFPNG shall be indemnified out of the property or assets of TFPNG against any liability incurred by him in his capacity as Director, auditor or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.
- (b) TFPNG shall indemnify its Directors, managers and employees against all damages and costs (including legal costs) for which any such Director, manager or employee; may be or become liable to any third party in consequence of any act or omission except willful misconduct:
- (i) In the case of a Director or, performed or made whilst acting on behalf of and with the authority, express or implied of TFPNG; and
 - (ii) In the case of an employee, performed or made in the course of, and within the scope of his employment by TFPNG.

45. DISSOLUTION

TFPNG may be wound up in accordance with the provisions of the Act.

46. INTERPRETATION

46.1. Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

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

"**Board**" means the body consisting of the Directors under **Rule 28**.

"**Constitution**" means this Constitution of TFPNG.

"**Province**" means a particular geographic area governed by one provincial government.

"**Delegate**" means the person appointed from time to time to act for and on behalf of a Affiliated Touch Association and represent the Affiliated Touch Association at General Meetings.

"**Director**" means an elected or appointed member of the Board.

"**Financial Year**" means the period commencing on the first day of January and concluding on the thirty first day of December of each year.

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

"**Intellectual Property**" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, videos or

Commented [AUT12]: New applicable legislation.

films) or service marks relating to TFPNG or any event, competition or Touch activity of or conducted, promoted or administered by the Federation.

"**Member**" means a member for the time being of TFPNG under this Constitution. For:

- (a) ATA Member; refer to **Rules 13.1(a)(i), (ii) and 13.2;**
- (b) Associate Member; refer to **Rules 13.1(b) and 13.3;**
- (c) Individual Member, refer to **Rules 13.1(d) and 13.5;**
- (d) Life Member, refer to **Rules 13.1(c) and 13.4.**

"**Affiliated Touch Association**" means an entity recognised under Rules 11 and 12 as the primary recognised peak governing body of Touch in each Province/City/Town/Village with the object to promote, encourage foster, develop, extend, govern and control the sport of Touch in that Province.

"**Objects**" means the objects of TFPNG in **Rule 3.**

"**Participant**" means a person who participates, including but not only, as officials, players and referees in a Touch competition organised or controlled by TFPNG or a Affiliated Touch Association.

"**Regulations**" means any Regulations made by the Board under **Rule 37.**

"**Seal**" means the common seal of the Federation and includes any official seal of TFPNG.

"**Special Resolution**" means a resolution passed in accordance with the Act.

"**Touch**" means the sport or game played under the rules determined from time to time by **FIT** or TFPNG.

46.2. Interpretation

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority and duty;
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include the other genders;
- (e) References to persons include corporations and bodies politic;
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) A reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by

electronic mail. Any question as to the interpretation of this document shall be resolved by the Board whose decision shall be final.

46.3. Severance

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

46.4. The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act. This Constitution expressly displaces the model rules made under the Act.