
CONSTITUTION FOR

SOUTHERN TIGERS

BASKETBALL

ASSOCIATION

INCORPORATED

OCTOBER 2009

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CONSTITUTION

FOR SOUTHERN TIGERS BASKETBALL ASSOCIATION INCORPORATED

1. Name

- 1.1. The name of the incorporated association is the Southern Tigers Basketball Association Incorporated hereafter called "*the Association*".

2. Definitions

- 2.1. "*former clubs*" means the Noarlunga City Tigers Basketball Club Incorporated and Adelaide Southern Suns Basketball Club Incorporated.
- 2.2. "*Executive Committee*" means the committee of management of the Association.
- 2.3. "*general meeting*" means a general meeting of members of the Association convened in accordance with these rules.
- 2.4. "*member*" means a member of the Association.
- 2.5. "*the Act*" means the Associations Incorporation Act 1985
- 2.6. "*special resolution*" means a special resolution defined in the Act.
- 2.7. "*month*" shall mean a calendar month.

3. Objects

- 3.1. The objects of the Association are:
 - 3.1.1. To promote and advance the sport of basketball amongst males and females in South Australia;
 - 3.1.2. to establish and enter teams in basketball competitions at all levels of competition organised by the Basketball Association of South Australia Incorporated;
 - 3.1.3. to provide basketball and ancillary facilities to its members;
 - 3.1.4. to be and remain a member of the Basketball Association of South Australia Incorporated and/or other associations consistent with the objects of the Association, whether as part of a National League of basketball or otherwise.
 - 3.1.5. to co-operate with the objects of the Basketball Association of South Australia Incorporated.;

4. Powers

- 4.1. The Association for the purpose of carrying out its objects may, subject to the Act and this constitution:
 - 4.1.1. Layout, construct, furnish and maintain basketball courts and any buildings or other works necessary or convenient for the purpose of the Association;
 - 4.1.2. Acquire, hold, deal with, and dispose of any real or personal property;
 - 4.1.3. Administer any property on Trust;

- 4.1.4. Open and operate bank accounts;
- 4.1.5. Invest its money;
 - 4.1.5.1. in any security in which trust monies may, by Act of Parliament, be invested; or
 - 4.1.5.2. in any other manner outlined by this constitution and for the benefit of the Association;
- 4.1.6. Borrow monies for the benefit of the Association upon such terms and conditions as the Association thinks fit;
- 4.1.7. Give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- 4.1.8. Appoint and dismiss agents, employees and all such persons as necessary to transact any business of the Association on its behalf upon such terms as the Association thinks fit;
- 4.1.9. Enter into any contract the Association thinks fit;
- 4.1.10. Do all such lawful acts and things as may be required to obtain the objects of the Association as the Association thinks fit;
- 4.1.11. Apply for and obtain and maintain any licence or permit or authority necessary or conducive to the attainment of the objects of the Association;
- 4.1.12. The income and property of the Association however derived shall be applied solely towards the promotion or the objects of the Association and no portion shall be paid or transferred directly or indirectly by way of profit to members of the Association or relatives of such members PROVIDED that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant or member of the Association in return for services actually rendered to the Association or reasonable or proper rental for property let to the Association by any member;

5. Membership

- 5.1. Any person shall be eligible to apply for membership of the Association if nominated or proposed in writing by one financial member of the Association and seconded by another financial member of the Association;
- 5.2. The Association may from time to time prescribe separate classes of membership and may fix the qualifications rights and obligations of any such class;
- 5.3. The membership of the Association shall consist of:
 - 5.3.1. **Ordinary Members**
 - 5.3.1.1. An ordinary member of the Association shall be any person over the age of 18 years who has paid the annual subscriptions set down by the Executive Committee and who complies with the requirements hereinafter provided for admission as a member of the Association. Such membership entitles the member to vote at any Special or Annual General Meeting and entitles that member to hold any office within the Association.
 - 5.3.2. **Senior Playing Members**
 - 5.3.2.1. A Senior Playing Member of the Association shall be any person over the age of 18 years who plays for the Association and who has paid the player's subscriptions set down by the Executive Committee;
 - 5.3.2.2. A Senior Playing Member shall pay an annual Club subscription unless otherwise determined by the Executive Committee;
 - 5.3.2.3. A Senior Playing Member shall enjoy all the privileges of Ordinary Members.
 - 5.3.3. **Junior Playing Members**
 - 5.3.3.1. A Junior Playing Member of the Association shall be any person under the age of 18 years who plays with the Association and who has paid the player's subscriptions set down by the Executive Committee;

- 5.3.3.2. A Junior Playing Member shall pay an annual Club subscription unless otherwise determined by the Executive Committee;
 - 5.3.3.3. Junior Playing Members shall not be entitled to use the Associations rooms except upon such terms, conditions and restrictions as the Executive Committee shall from time to time determine;
 - 5.3.3.4. Junior Playing Members shall not be entitled to vote at any election or upon any issue at any Annual or Special General Meeting.
- 5.3.4. Life Members**
- 5.3.4.1. Non-Playing Life Members shall be elected at the Annual General Meeting by at least two-thirds majority of those present at the meeting and entitled to vote.
 - 5.3.4.2. A recommendation for a Non-Playing Life Membership must be signed by at least two financial senior members. The Executive Committee shall present to the Annual General Meeting a written report outlining the history of the services of any nominees for Life Membership, together with its recommendation as to the nominees suitability or otherwise for the honour.
 - 5.3.4.3. Nominees for Non-Playing Life Membership must have given at least eight years outstanding service to the Association or its predecessors.
 - 5.3.4.4. Top graded Senior Men's or Women's players will be granted Life Membership on completion of eight years playing service and one hundred and fifty games PROVIDED that no less than five games are played in each calendar year.
 - 5.3.4.5. Life Members shall be presented with a Life Membership badge and be entitled to such rights and privileges as may be determined from time to time by the Executive Committee.
 - 5.3.4.6. Any Life Member of the former clubs who was elected prior to the incorporation of the Association shall continue to be a Life Member of the Association
- 5.4. Honorary Members**
- 5.4.1. The players of any other Basketball Club affiliated with the Basketball Association of South Australia Incorporated who visit the Association on any day for the purpose of playing basketball against the Association shall be Honorary Members of the Association for that day.
 - 5.4.2. The officials of a club referred to in the preceding sub-clause hereof provided that the maximum number of such officials shall not exceed ten (10) shall be Honorary Members of the Association for the day.
 - 5.4.3. The Executive Committee and/or President shall have power to elect as Honorary Members for any period not exceeding one month the following
 - 5.4.4. Any person who is a member of an interstate Basketball Club which is visiting the Association
 - 5.4.5. The name of the Honorary Member and the name of the Basketball Club of which the honorary member is a member shall be recorded in a book known "as The Honorary Members Book".
 - 5.4.6. Honorary Members shall enjoy all the privileges of ordinary members save and except as follows:
 - 5.4.6.1. Honorary Members shall not be eligible to be elected as members of the Executive Committee.
 - 5.4.6.2. Honorary Members shall not be entitled to vote on any issue.
 - 5.4.6.3. Honorary Members shall not be entitled to receive any notice required to be given to members.
 - 5.4.6.4. Honorary Members shall not be entitled to introduce visitors.
 - 5.4.6.5. Honorary Members shall not be liable to pay any Club fee or subscriptions.
- 5.5. Application for membership shall be made in such form as shall from time to time be determined by the Executive Committee together with payment of any subscription.

- 5.6. An application for membership shall be considered at the next Executive Committee meeting following the application.
- 5.7. The admission to membership shall be at the discretion of the Executive Committee having regard to the objects and purposes of the Association.
- 5.8. Subject to clause 5.10 every person elected a member shall remain a member until death, resignation or expulsion.
- 5.9. Upon admission to membership each member agrees as a condition of membership to abide by the Constitution and any by-laws of the Association which shall be binding on all member and the Association.
- 5.10. The admission to and the continuation of membership is conditional upon and subject to payment by the member of any subscriptions, fees, levies or monies as prescribed from time to time by the Executive Committee unless payment is waived in any case by the Executive Committee.
- 5.11. Prior membership of or service rendered to either of the former clubs continuously until the date of formation of the Association shall be deemed to be membership of or services rendered to the Association.
- 5.12. A member may resign from membership of the Association by giving written notice to the Secretary of the Association. Any member so resigning shall be liable for any outstanding subscriptions, fees, levies or monies due which if unpaid may be recovered as a debt due to the Association. Any person ceasing to be a member of the Association shall forthwith return all property of the Association they may have in their possession to the Secretary or other duly appointed officer of the Association.
- 5.13. A member's membership of the Association shall automatically be terminated should the member obtain any official and/or appointed position in any other club which is a member of or affiliated with the Basketball Association of South Australia Incorporated. Termination of membership shall be effective immediately upon the member accepting such position and the member so affected shall be liable for any outstanding subscriptions, fees, levies or monies due which if unpaid may be recovered as a debt due to the Club. This clause shall not apply to life members, members of a National League basketball organisation or any other member exempt by decision of the Executive in each and every case.
- 5.14. Each member shall notify the Secretary in writing of all changes of address.
- 5.15. Each member is subject to such direction and discipline as the Executive Committee deems fit.

6. Expulsion of Member

- 6.1. Subject to giving a member an opportunity to be heard or to make a written submission, the committee may resolve to expel a member upon a charge of misconduct detrimental to the interests of the association.
- 6.2. Particulars of the charge shall be communicated to the member at least one month before the meeting of the committee at which the matter will be determined.
- 6.3. The determination of the committee shall be communicated to the member; and in the event of an adverse determination the member shall, (subject to 6.4), cease to be a member 14 days after the committee has communicated its determination to the member.
- 6.4. It shall be open to a member to appeal to the association in general meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer of the association within 14 days after the determination of the committee has been communicated to the member.

- 6.5. In the event of an appeal under clause 6.4, the appellant's membership of the association shall not be terminated unless the determination of the committee to expel the member is upheld by the members of the association in general meeting after the appellant has been heard by the members of the association, and in such event membership will be terminated at the date of the general meeting at which the determination of the committee is upheld.

7. Subscriptions

- 7.1. The amount of the annual subscriptions payable to the Association shall be such amount as the Executive Committee shall from time to time determine.
- 7.2. The financial year of the Association shall commence on the first day of July in each year and terminate on the last day of June in each year.
- 7.3. The annual subscriptions shall fall due on 1st day of July in each year in respect of the ensuing year. The due date for members who were members of the Association as at the date of incorporation shall be the 1st day of July in the calendar year following that of the date of incorporation.

8. Management

- 8.1. The management of the business and general affairs and property of the Association shall be vested in the Executive Committee of the Association.
- 8.2. The Executive Committee shall consist of:
 - 8.2.1. President
 - 8.2.2. Deputy President - Senior Program
 - 8.2.3. Deputy President -Junior Program
 - 8.2.4. Secretary
 - 8.2.5. Treasurerand not more than three (3) ordinary members.
- 8.3. The terms of office shall be for the period hereafter set out commencing at the Annual General Meeting at which the appointment was made. The President, Deputy President - Senior Program, Deputy President -Junior Program, Secretary and Treasurer shall hold office for two years or until a successor is appointed, with the Deputy President -Junior Program and Treasurer being elected in even numbered years, and the President, Deputy President - Senior Program and Secretary in odd numbered years and all other elected members of the Executive Committee shall hold office for one year or until a successor is appointed.
- 8.4. In the event of any vacancy occurring in the membership of the Executive Committee other than in the normal course of elections, the Executive Committee shall have the power to fill such vacancy until the next Annual General Meeting and thereafter the vacancy shall be deemed to have been filled as if elected.
- 8.5. The Executive Committee shall be permitted to exercise all powers provided in this constitution and do all such things as are within the objects of the Association save for those matters which are by the Act or by this constitution required to be done by the Association in general meeting.
- 8.6. Each member who is:
 - 8.6.1. a financial Ordinary or Senior Playing Member or Life Member;
 - 8.6.2. over the age of 18 years;
 - 8.6.3. not an employee of the Association;
 - 8.6.4. not precluded by Statute including the Act

- 8.6.5. not otherwise precluded by this Constitution shall be eligible for election to the Executive Committee.
- 8.7. The Executive Committee shall meet at such time or times as it shall decide provided that it meets at least once in each calendar month
- 8.8. The quorum for a meeting of the Executive Committee shall be 50% of those entitled to vote at such meeting.
- 8.9. The President of the Association shall be the Chairman at any meeting of the Executive Committee and in the Chairman's absence the Deputy President - Senior Program shall act as Chairman but if neither is present or they are unwilling to act the Executive Committee shall elect by a majority one of their members as Chairman.
- 8.10. The business at Executive Committee Meetings shall be conducted in the following order, unless otherwise determined:
 - 8.10.1. Opening of meeting and apologies
 - 8.10.2. Reading and confirming of minutes.
 - 8.10.3. Business arising out of minutes.
 - 8.10.4. Correspondence.
 - 8.10.5. Financial Statement.
 - 8.10.6. Reports.
 - 8.10.7. Notice of motion of which due notice has been given.
 - 8.10.8. Special items of business.
 - 8.10.9. General business.
- 8.11. The Chairman of the Executive Committee shall have both a deliberating and a casting vote.
- 8.12. The Executive Committee shall have responsibility for discipline of its members and may take such action as it deems fit in relation to any member found guilty of misconduct.
- 8.13. The position of Executive Committee member shall become vacant if such Executive Committee member:
 - 8.13.1. is disqualified by the Act;
 - 8.13.2. is expelled under this constitution;
 - 8.13.3. is permanently incapacitated by ill health;
 - 8.13.4. is absent without apology for three consecutive Executive Committee meetings;
 - 8.13.5. is removed by a majority of the members of the Association present and voting at an extraordinary General Meeting of the Association called for the purpose of considering such removal;
 - 8.13.6. is no longer a Member of the Association;
 - 8.13.7. tenders their resignation as Executive Committee member and it is accepted by the Executive Committee.
- 8.14. OOA member of the Executive Committee having a pecuniary interest in a contract or proposed contract with the Association must disclose that interest to the Executive Committee as required by the Associations Incorporation Act, 1985 and to the next Annual General Meeting of the Association, and shall not vote with respect to that contract.
- 8.15. The Executive Committee may appoint any other Committee or sub-Committee and shall assign thereto such duties and responsibilities as it thinks fit.
- 8.16. The Executive Committee shall have the power to coopt any member to be a member for the term or part thereof of the said Executive Committee.

- 8.17. The Secretary shall:
- 8.17.1. take charge of all non-financial books and documents of the Association;
 - 8.17.2. be responsible for the compilation of all non-financial records of the Association;
 - 8.17.3. convene all meetings of the Executive Committee and the Association;

 - 8.17.4. keep a register of members of the Association showing the name and address of each member which register shall be available for inspection by a member upon reasonable request.
 - 8.17.5. be the public officer of the Association and as such shall do all things required to be done by Statute;
 - 8.17.6. upon the receipt of a reasonable request provide a copy of this constitution to the person making the request. The means of delivery can include electronic mail or similar system in which case at the time of sending of the document in its electronic form it is deemed to be correct copy of the original document. No warranty or guarantee of correctness of the document can be made past this time;
- 8.18. On any amendment of the constitution shall within 1 month after the making of the amendment register it with the Corporate Affair Commission. The Association will meet any fee required.
- 8.19. The common seal of the Association:
- 8.19.1. shall be in the custody of the Secretary or such other member of the Executive Committee as may be determined by the Executive Committee.
 - 8.19.2. shall not be affixed to any deed, document or instrument except by virtue of a resolution of the Executive Committee.
 - 8.19.3. Every document to which the seal is affixed shall be signed by any two of President, Secretary or Treasurer.

9. Elections

- 9.1. The Executive Committee shall be elected by ballot at an Annual General Meeting of the Association.
- 9.2. Written nominations for the positions of President, Deputy President - Senior Program, Deputy President - Junior Program, Secretary and Treasurer must be in the hands of the Secretary not less than 21 days prior to the Annual General Meeting. Nominations must be accompanied by written statements from the nominees that they are willing to accept the position if elected. Should no nominations be received for the positions which fall vacant in any particular year the Annual General Meeting shall have the power to fill the vacancy.
- 9.3. If a member is nominated for two or more positions their election to one shall act as an automatic withdrawal of the nominations to other positions.
- 9.4. If no more persons are nominated for any office than there are vacancies the Chairman of the Annual General Meeting shall declare such persons duly elected.
- 9.5. If more candidates are nominated than there are vacancies then subject to clause 9.1 such election shall take place at the Annual General Meeting by show of hands but if at such Annual General Meeting any five members present and entitled to vote require a secret ballot to be held then it shall forthwith be held.

10. Auditor

- 10.1. An Auditor for the Association shall be appointed at the Annual General Meeting of the Association in each year and if no appointment is made shall be appointed subsequently by the Executive Committee.
- 10.2. Subject to clause 10.3 the Auditor shall be either a registered company auditor, a member of the Australian Society of Certified Practising Accounts, a member of the Institute of Chartered Accountants in Australia or such other person who may be approved by the Corporate Affairs Commission as an Auditor of the accounts of the Association.
- 10.3. If any financial year in which the gross receipts of the Association do not exceed \$100,000, the Auditor appointed by the Annual General Meeting of the Association shall not be required to meet the criteria set out in clause 10.2.
- 10.4. The Auditor shall not be a member of the Executive Committee.
- 10.5. The Auditor shall hold office until the next Annual General Meeting.
- 10.6. The Auditor shall:
 - 10.6.1. have access at all reasonable times to the accounting and other records of the Association;
 - 10.6.2. be entitled to require from any officer of the Association such information and explanation for the purpose of the audit as is necessary;
 - 10.6.3. furnish such reports as are required by the provision of the Act;
 - 10.6.4. be entitled to such reasonable fees and expenses as are approved by the Executive Committee;
 - 10.6.5. The Auditor shall in each year examine the financial report submitted by the Treasurer in accordance with the provisions of clause 14.1.5 together with the financial books and records maintained by the Treasurer and shall report on the correctness or otherwise thereof.
 - 10.6.6. The Auditor shall make a report to members upon the financial report to be submitted to the Annual General Meeting and in every such report shall state whether in their opinion they are properly drawn up so as to exhibit a true and correct view of the Association's financial affairs.
 - 10.6.7. If the Auditor is unable to make the report referred to in the last preceding clause they shall advise the Annual General Meeting of the reason for the inability.
- 10.7. Upon the resignation or retirement of the Treasurer, the Auditor shall examine the financial reports submitted in accordance with clause 14.7 together with the financial books and records maintained by the Treasurer and shall report on the correctness or otherwise.

11. Meetings

- 11.1. The Executive Committee may call a Special General Meeting of the Association at any time and shall call an Annual General Meeting within five months after the end of the financial year of the Association.
- 11.2. The first Annual General Meeting shall be held in the calendar year following that of the date of incorporation.
- 11.3. Upon a requisition in writing of not less than ten (10) percent of the total number of Ordinary and Life Members of the Association the Secretary shall within one month of the receipt of the requisition convene a Special General Meeting for the purpose specified in the requisition.
- 11.4. Every requisition for a Special General Meeting shall be signed by the members making the requisition and shall state the purpose of the meeting.

- 11.5. If a Special General Meeting is not convened within one month as required by clause 11.3 the requisitionists may convene a Special General Meeting. Such a meeting shall be convened in the same manner as a meeting convened by the Executive Committee and for this purpose the Secretary shall ensure that the requisitionists are supplied free of charge with the particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the Association.
- 11.6. Subject to clause 11.7 at least one month's notice of any General Meeting shall be given to members. The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
- 11.7. Notice of a meeting at which a special resolution is to be proposed shall be given at least 21 days prior to the date of the meeting.
- 11.8. A notice may be given by the Association to any member by serving the member with the notice personally, or by sending it by ordinary post to the address appearing in the register of members.
- 11.9. Where a notice is sent by post, service of the notice shall be deemed to be effected if it is properly addressed and posted to the member by ordinary prepaid mail.
- 11.10. Every Annual General Meeting shall be convened by notices in such stadia as may be determined by the Executive Committee which will as far as practical ensure that members receive notice of the meeting. Such notice shall be given at least one month prior to the meeting.

12. Procedure at Meetings

- 12.1. The order of business at the Annual General Meeting shall be, unless otherwise determined at such meeting, as hereunder:
 - 12.1.1. Roll Call of persons attending;
 - 12.1.2. President's opening address;
 - 12.1.3. Apologies;
 - 12.1.4. Minutes of previous Annual General Meeting;
 - 12.1.5. Business arising;
 - 12.1.6. Presentation of Presidents report;
 - 12.1.7. Presentation of Secretary's and Treasurer's and Auditor's report
 - 12.1.8. Notices of Motion;
 - 12.1.9. General Business;
 - 12.1.10. Election of Returning Officer;
 - 12.1.11. Election of Executive Committee if required;
 - 12.1.12. Election of Patron, Vice-Patron if required;
 - 12.1.13. Election of Auditor;
- 12.2. Twenty per cent of those members entitled to vote on any issue at a General Meeting shall form a Quorum.
- 12.3. If within thirty minutes after the time appointed for the meeting a quorum of members is not present, a meeting convened upon the requisition of members shall lapse. In any other case, the meeting shall stand adjourned for not less than 3 and not more than 14 days to such time and place as the Secretary may determine and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for the meeting the members shall form a quorum.
- 12.4. The President or in his absence the Deputy President - Senior Program shall act as Chairman

at any General Meetings or in the absence of both the President and the said Deputy President an Executive Committee member elected by the Executive Committee members present at the meeting shall act as Chairman provided that should such Chairman not be present within five minutes after the time appointed for holding the meeting, the members present may elect one of their number to be the Chairman.

- 12.5. 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 12.6. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as if that meeting were an original meeting of members.
- 12.7. At any General Meeting, a resolution put to a vote shall be decided on a show of hands or by a poll if demanded by the Chairman of the meeting or by five or more members present personally and a declaration by the Chairman of the meeting that a resolution has been carried or lost shall, unless a poll is demanded, be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.
- 12.8. If a poll is demanded by the Chairman of the meeting or by five or more members present personally it shall be taken in such manner as the Chairman directs. The result of such poll shall be the resolution of the meeting, except that in the case of a special resolution a majority of not less than three quarters of the members who being entitled to do so, vote personally at the meeting, is required.
- 12.9. A poll demanded in accordance with clause 12.8 shall be taken at the meeting and without adjournment.

13. Minutes

- 13.1. Proper minutes of all proceedings of General Meetings and of meetings of the Executive Committee and any sub-committee shall be entered within one month after the relevant meeting in minute books kept for that purpose.
- 13.2. The minutes shall be tabled and confirmed at the next meeting of the relevant committee and shall be signed by:
 - 13.2.1. the member who presided at the meeting at which the proceedings took place; or
 - 13.2.2. the member presiding at the meeting at which the minutes are confirmed.
- 13.3. The minute books shall be kept:
 - 13.3.1. at the place where the Association is situated; or
 - 13.3.2. in the custody of the Secretary or a member of the Association so authorised by the Executive Committee;
- 13.4. Where minutes have been entered into the minute book, confirmed and signed in accordance with clause 13.2 they shall until the contrary is proved be accepted that:
 - 13.4.1. the meeting was convened and duly held;
 - 13.4.2. the proceedings that are recorded as having occurred did occur during the meeting;
 - 13.4.3. all appointments of officer or auditors made at a meeting were validly made;
- 13.5. The books containing the minutes of proceedings of General Meetings shall be available for inspection by a member without charge.

14. Accounts

- 14.1. The accounts of the Association shall be kept by the Treasurer who shall ensure that;
 - 14.1.1. all monies owing by the Association are duly and regularly paid;
 - 14.1.2. all monies owing to the Association are duly received;
 - 14.1.3. all monies received by the Association are regularly deposited in the Association's bank account;
 - 14.1.4. all receipts, vouchers and other documents are carefully filed and preserved for the auditor;
 - 14.1.5. as soon as practicable after the end of the financial year of the Association and in any event not later than 30 September in each year prepare a report of the activities of the Association for the previous financial year together with a Balance Sheet and Profit and Loss Account of the Association;
- 14.2. such returns are lodged as may be required by Statute.
- 14.3. to each meeting of the Executive Committee submit a statement of receipts and payments covering the period to within seven days of the meeting or as directed by the Executive Committee.
- 14.4. The accounts shall:
 - 14.4.1. be sufficient to record and explain the transactions of the Association and the financial position of the Association and shall include:
 - 14.4.1.1. a complete account of the income and expenditure of the Association;
 - 14.4.1.2. the state of the funds of the Association including the actual and contingent liability;
 - 14.4.2. be kept;
 - 14.4.2.1. at the place where the Association is situated; or
 - 14.4.2.2. in the custody of the Treasurer or a member of the Association so authorised by the Executive Committee.
- 14.5. All monies of the Association shall be paid into the account of the Association at such bank as the Executive Committee may from time to time direct and no monies shall be drawn from the Association's account except by cheque signed by any two of the signatories to the Association's account. The signatories shall be any 2 from President; a Deputy President; Secretary; Treasurer; or other Member of the Executive Committee as authorised by the Executive Committee;
- 14.6. The Executive Committee may in addition operate Special Purpose Accounts and nominate the signatories to such accounts as it deems fit provided that the treasurer shall be a signatory to any such Special Purpose Account;
- 14.7. Forthwith after the close of each financial year or upon resignation or retirement of the Treasurer a Financial Report shall be prepared and submitted to and for the approval of the Executive Committee.

15. Amendment to the Constitution

- 15.1. The constitution of the Association shall not be amended otherwise than at the Annual General Meeting or a Special General Meeting and then only:
 - 15.1.1. if at least 21 days written notice specifying the intention to propose the resolution has been given to all members of the Association; and
 - 15.1.2. it is passed by a majority of not less than three quarters of those members present and entitled to vote.

16. Winding Up

16.1. The Association shall be wound up in the manner provided in the Act.

17. Application of Surplus Assets

17.1. If after the winding up of the Association there remain surplus assets as defined in the Act such surplus assets shall become the property of the Basketball Association of South Australia Incorporated.

18. Patron

18.1. A patron and any number of Vice Patrons of the Association may be elected at the Annual General Meeting or appointed by the Executive Committee.

19. Appointment of Coaches

19.1. The coaches of the teams of the Association shall be appointed by the Executive Committee on such terms and subject to such conditions as it deems appropriate and may be removed or dismissed by the Executive Committee.

19.2. The Senior Men's and Women's Coaches and the Junior Coaching Director shall not be members of the Executive Committee. If, at any time of their appointment, they are office bearers or members of the Executive Committee, they shall be deemed to have resigned from the Executive Committee by their acceptance of the coaching position.

19.3. The Senior Men's and Women's Coaches and the Junior Coaching Director shall be entitled to attend all meetings of the Executive Committee and Annual General Meeting or Special General Meeting except those meetings specifically called to discuss the appointment and/or appoint Senior Coaches and Junior Coaching Director. They shall have the right to move, second or speak on any motion, but no the right to vote on a motion.

19.4. The Senior Men's and Women's Coaches shall not be regarded as employees of the Association.

19.5. Honoraria to be paid to the Senior Men's and Women's Coaches shall be determined by the Executive Committee.

20. Honoraria

20.1. The Association may pay an Honorarium to any member or officer of the Association as fixed each year by resolution of the Association at the Annual General Meeting.

21. Employees

21.1. The Executive Committee may appoint or employ and dismiss such persons as it from time to time deems desirable to hold office;

21.2. No employee of the Association may be entitled to vote at any Annual General Meeting, Special Meeting or Executive Committee Meeting;

21.3. Employees of the Association during the period of their employment shall not be liable to pay subscriptions;

21.4. During the period of their employment employees of the Association shall be regarded as financial members of the Association and entitled to the rights and privileges of membership save for clause 21.2.

22. Team Name

22.1. The team name shall be "Southern Tigers".

23. Association Colours

23.1. The Associations colours shall be as determined by the Executive Committee from time to time.

24. Association Emblem

24.1. The Associations emblem shall be as determined by the Executive Committee from time to time.

25. Playing Uniform

25.1. The Playing Uniform shall be as determined by the Executive Committee from time to time.

26. Players

26.1. Only members of the Association shall play in any of the Association's teams

27. By-Laws

27.1. The Executive Committee has power to make by-laws in relation to the conduct of the Association.

28. Reciprocity

28.1. The Executive Committee may from time to time enter into arrangements or agreements on behalf of the Association with other bodies sharing like objects and purposes to those of the Association for the purpose of granting to the members of the Association and members of such other bodies reciprocal rights for the use and enjoyment of such other bodies, always provided that such agreements must be in compliance with, and not in contravention of, the Constitution and rules of the Basketball Association of South Australia Incorporated.

29. Club Licence

- 29.1. In the event that the Association obtains a Liquor licence pursuant to the Licensing Act 1985 as amended:
- 29.1.1. a visitor shall not be supplied with liquor in the Association premises unless in the company of a member who has entered the name of the visitor in a book kept for the purpose and signed opposite the name of the visitor; and
 - 29.1.2. no member shall introduce or entertain more than five visitors (or such lesser number as may be fixed by the Licensing Authority) at any one time, and
 - 29.1.3. no person under the age of 18 years shall be sold or supplied with liquor; and
 - 29.1.4. no person under the age of 18 years shall be employed in the licensed premises of the Association; and
 - 29.1.5. notwithstanding the foregoing no payment of any officer or other employee of the Association shall be made by way of commission or allowance from or upon the receipts of the Association for liquor supplied.

30. Interpretation of Constitution and Rules

- 30.1. In this document where the context permits the singular includes the plural and vice-versa and the male sex includes the female sex and vice-versa. If any matter shall arise for which this document does not provide or if there be doubt as to the interpretation hereof the direction or opinion as the case may be of the Executive Committee shall be acted upon and shall be conclusive.

31. Acceptance of Constitution and Rules

- 31.1. The payment of membership fees by a member or his or her signature on a registration form indicating that he or she is a member of the Association or intends to play in a Club team shall be deemed to constitute an acceptance of this Constitution and Rules whether or not the member was present at the meeting at which they were adopted and any breach of same will render the member liable to any disciplinary action decided by the Executive Committee.

32. Indemnity

- 32.1. To the extent permitted by law, every officer of the Association (excluding an auditor) must be indemnified out of the property of the Association against any liability to any person (other than the Association or a related body corporate) incurred by them in their capacity as officer unless the liability arises out of conduct involving a lack of good faith.
- 32.2. Without limiting clause 32.1, the Association must indemnify, out of the property of the Association, every officer of the Association against any liability for costs and expenses incurred by a person:
- a) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
 - b) in connection with any application in relation to such proceedings in which the Courts grant relief to the person.
- 32.3. The amount for which such indemnity is provided under this clause shall immediately attach as a lien on the property of the Association.