

# CONSTITUTION



## OCEANIA GYMNASTICS UNION LTD

**September 2018**

We, Andre Gueisbuhler FIG Secretary-General & Brooke Kneebush OGU Secretary-General, hereby certify and declare that this is a true version of the Constitution of the OGU approved by the Members of OGU at its Founding Assembly on 2<sup>nd</sup> September 2018 in Auckland NZL.

.....  
**Andre Gueisbuhler**  
Date:

.....  
**Brooke Kneebush**  
Date:



## Contents

1. Names, Legal Form, Definitions and Interpretations.....	7
1.1 .....	7
1.2 Definitions.....	7
1.3 OGU Bodies .....	9
1.4 Interpretation .....	10
1.5 Corporations Act .....	10
1.6 Headings.....	10
1.7 Adoption of Constitution .....	11
2. Objects .....	11
3. Powers .....	12
4. Income and Property .....	15
4.1 Sole Purpose .....	15
4.2 Payments to Members.....	15
4.3 Non-Profit Nature of the OGU .....	15
5. Membership.....	16
5.1 Membership requirements.....	16
5.2 Categories of membership.....	16
5.3 Admission of Members .....	16
5.4 General.....	18
5.5 Limited Liability .....	18
6. Cessation of Membership .....	18
6.1 Suspension or expulsion .....	18
6.2 Procedure for suspension or expulsion .....	19
6.3 Readmission of a suspended or expelled Member.....	19
6.4 Resignation .....	19
6.5 Forfeiture of Rights & continuing financial obligation.....	20
7. Grievances and Discipline of Members .....	20
7.1 Jurisdiction .....	20
7.2 Policies .....	20
8. Fees and Subscriptions.....	21
8.1 Membership Fee.....	21
8.2 Non-Payment of Fees.....	21
8.3 Deferral or reduction of subscriptions.....	21
8.4 The financial year of the OGU.....	21



9.	General Meetings.....	22
9.1	The Annual General Meeting (AGM) .....	22
9.2	General Meeting organisation .....	22
9.3	Calling of a General Meeting .....	22
9.4	Adjournment of General Meeting .....	23
9.5	Notice of Adjournment .....	23
9.6	Cancellation or postponement of General Meeting.....	23
9.7	Written notice of cancellation or postponement of General Meeting .....	24
9.8	Contents of notice postponing General Meeting .....	24
9.9	Number of clear days for postponement of General Meeting .....	24
9.10	Business at postponed General Meeting.....	24
9.11	Representative, proxy or attorney at postponed General Meeting .....	24
9.12	Non-receipt of notice.....	24
9.13	Right to appoint representative.....	25
9.14	Right to appoint proxy .....	25
9.15	Form of proxy.....	25
9.16	Attorney of Member .....	25
9.17	Lodgement of proxy or attorney documents.....	25
9.18	Authority given by appointment.....	25
9.19	Quorum at an AGM.....	26
9.20	Presiding at General Meetings.....	26
9.21	Conduct of General Meetings .....	27
9.22	Composition and voting .....	27
9.23	Voting, decisions and coming into effect.....	27
9.24	Declaration of results.....	28
9.25	Poll .....	28
9.26	Objection to voting qualification .....	28
9.27	Chair to determine any poll dispute .....	28
9.28	Minutes of the General Meeting .....	28
9.29	Extraordinary General Meeting .....	28
10.	Votes of Members .....	29
10.1	Votes of Members .....	29
10.2	Resolutions not in General Meeting .....	29
11.	The Board.....	29
11.1	The Board .....	29



11.2	Number of Directors .....	29
11.3	Member obligations.....	29
11.4	Eligibility .....	30
11.5	Director Nominations for Board .....	30
11.6	First Directors.....	30
11.7	Director vacancy .....	31
11.8	Term of office of Directors generally .....	31
11.9	Office held until end of meeting .....	31
11.10	Maximum term of office for Directors.....	31
11.11	Remuneration of Directors .....	31
11.12	Honorarium .....	32
11.13	Removal of Director .....	32
11.14	Vacation of office .....	32
11.15	Alternate Director .....	32
11.16	Board Selection Panel .....	32
12.	Powers and Duties of Directors .....	33
12.1	Directors to manage the OGU .....	33
12.2	Specific powers of Directors .....	33
12.3	Time, etc.....	33
12.4	Appointment of attorney .....	33
12.5	Provisions in power of attorney.....	34
12.6	Delegation of powers.....	34
12.7	Code of Conduct .....	34
13.	Proceedings of OGU Board Meetings .....	34
13.1	Board meetings.....	34
13.2	Voting at Board meetings .....	34
13.3	Chair's casting vote .....	35
13.4	Quorum.....	35
13.5	Effect of vacancy .....	35
13.6	Convening meetings.....	35
13.7	Election of President and Vice President.....	35
13.8	Circular resolutions .....	36
13.9	Validity of acts of Directors.....	36
13.10	Directors' Interests.....	36
13.11	Minutes .....	37

14.	Executive Committee .....	37
15.	Telecommunication Meetings of the OGU .....	38
15.1	Telecommunication Meeting .....	38
15.2	Conduct of Telecommunication Meeting .....	38
16.	Secretary General .....	38
16.1	Appointment of the Secretary General .....	38
16.2	Powers, duties and authorities of Secretary General .....	38
16.3	Suspension and removal of Secretary General .....	39
16.4	Delegation by Directors to Secretary General .....	39
16.5	Secretary General to attend meetings .....	39
17.	Company Secretary .....	39
17.1	Appointment of Company Secretary .....	39
17.2	Suspension and removal of Company Secretary .....	39
17.3	Powers, duties and authorities of Company Secretary .....	39
18.	Committees .....	39
18.1	Committees of the OGU .....	39
18.2	Committees .....	40
18.3	Powers delegated to Committees .....	40
18.4	Committee meetings .....	40
18.5	Nomination for committees .....	40
18.6	Technical Committee .....	40
19.	Policies .....	40
19.1	Making and amending Policies .....	40
19.2	Effect of Policies .....	41
20.	Inspection of Records .....	41
21.	Accounts .....	41
21.1	Accounting Records .....	41
21.2	Auditor .....	41
22.	Service of Documents .....	41
22.1	Document includes notice .....	41
22.2	Methods of service on a Member .....	41
22.3	Methods of service on the OGU .....	41
22.4	Facsimile or electronic transmission .....	42
23.	Indemnity .....	42
23.1	Indemnity of officers .....	42

23.2	Insurance.....	42
23.3	Deed .....	42
24.	Winding Up .....	43
24.1	Limited Liability of Members on winding up .....	43
24.2	Excess property on winding up .....	43

# OCEANIA GYMNASTICS UNION LTD

## 1. Names, Legal Form, Definitions and Interpretations

### 1.1

- (a) This organisation known as the Oceania Gymnastics Union Ltd, hereinafter referred to as the OGU, refers to all countries located in Oceania as defined by the International Olympic Committee (IOC).
- (b) The OGU represents Federation Internationale de Gymnastique (FIG) in Oceania which has delegated to the OGU responsibility for promoting, supervising and directing all Gymnastics activities within Oceania subject to the statutes and regulations of FIG.
- (c) This constitution of the OGU, and any bylaws or policies made pursuant to it, shall be interpreted by the Executive Committee, if necessary to FIG Congress.
- (d) This constitution shall govern and control Gymnastics in Oceania and shall apply to and be binding on all countries which are members of the OGU and all athletes, officials and executives acting in any matter under the jurisdiction or control of the OGU.
- (e) A National Federation of a country not part of Oceania but being geographically proximate may be admitted as a member of the OGU provided that the conditions according to the FIG Statutes are observed and this Constitution complied with.
- (f) The OGU is a company incorporated pursuant to the Corporations Act 2001 (Aust) as amended and is regulated by Australian law.
- (g) The headquarters of the OGU will be at an address in Australia. The language of the OGU will be English.

### 1.2 Definitions

In this the Constitution of the Oceania Gymnastics Union Ltd (the OGU) the following words and phrases shall have the meaning as set out unless the context, or contrary intention, requires otherwise:

**AGM or Annual General Meeting** means the Annual General Meeting of the OGU required to be held by the OGU in each calendar year pursuant to the Corporations Act 2001 (Cth).

**Athlete** means a member of a Club which is a member of a National Federation.

**Appointed Director** means a Director appointed under [clause 11.5](#).

**Board** shall have the same meaning as Executive Committee and Committee.

**Board Selection Panel (BSP)** means the Panel established to consider the qualifications and suitability of candidates for the Board.

**Bodies** are the entities within or with which the OGU deals or has relationships and are set out in [clause 1.3](#) herein.



**Chair or President** means the person elected as the Chair of the OGU under [clause 13.7](#).

**Committee** means a Committee or Executive Committee established by the Directors under [clause 18](#) and [clause 14](#).

**Company** means the Oceania Gymnastics OGU Ltd

**Company Secretary** means a person appointed as company secretary of the OGU by the Directors under [clause 17](#).

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

**Corporations Act** means the *Corporations Act 2001 (Cth)* as amended and includes any regulations made under that Act

**Director** means a director of the OGU and includes only the persons who are selected by their NF to be a director of. OGU.

**Directors** means, as the case requires, all or some of the Directors acting together in accordance with their powers and authority under this Constitution.

**Eligible Member** means a Voting Member who is not in default under this Constitution.

**Executive Committee** has the same meaning as Board and Committee.

**FIG** means the Federation Internationale de Gymnastique.

**First Appointed Directors** means the persons referred to in [clause 11.6](#).

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

**Gymnastics** means and includes the disciplines of artistic gymnastics – men and women, rhythmic, trampoline, acrobatic, aerobics, Gymnastics for All and Parkour available for men and women pursuant to the FIG Statutes.

**International Olympic Committee (IOC)** means the International Olympic Committee established by its own statutes

**Leave of absence means** an amount of time which encompasses more than one meeting period for which consent must be given by the board; it is not an apology.

**Member** means a National Federation in each country and shall include, but not be limited to, for the purposes of this Constitution all employees, office bearers, officials, administrators, coaches and volunteers whether paid or unpaid associated with the Member. The Member shall be formally represented by its nominated director.

**Member Delegate** means a representative of the Member who is anyone other than a Member Representative or Director



**Member representative** means a person (other than a proxy) appointed to represent a Member at a General Meeting of the OGU.

**National Federation (NF)** means the body responsible for gymnastics in each country in Oceania.

**Oceania** means that area of the planet so described and defined by the International Olympic Committee

**Objects** means the objects of the OGU in [clause 2](#).

**Official Position** means, in connection a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest.

**Policy** means a policy made under [clauses 7.2](#), [18.1\(a\)](#) and [18.1\(b\)](#).

**Secretary General** means a person appointed as Secretary General in accordance with [clause 16](#).

**Sport** means the sport of Gymnastics as recognised and regulated by FIG from time to time and includes sport for athletes with disabilities.

**Sporting Power** means that power delegated to the OGU by FIG for the exclusive control and management of the Sport in Oceania.

**Special Resolution** means a resolution that must be passed by a majority of at least 75% of votes cast by Members entitled to vote at the relevant General Meeting in accordance with this Constitution.

**Statutes and Regulations** means the statutes and regulations of FIG in force from time to time.

**Telecommunications Meeting** means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

**OGU** means the organisation governed by this Constitution and the FIG Statutes.

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

**WADA** means World Anti-Doping Agency.

### 1.3 OGU Bodies

FIG	Fédération Internationale de Gymnastique (International Federation of Gymnastics)
OGU	Oceania Gymnastics Union (the OGU)
NF	National Federation
TC	Technical Committee
DGAT	Discipline, Grievance & Appeal Tribunal
WG	Workgroup



TC-MAG	Men's Technical Committee
TC-WAG	Women's Technical Committee
TC-RG	Technical Committee for Rhythmic Gymnastics
TC-TRA	Technical Committee for Trampoline Gymnastics
TC-GfA	Technical Committee for Gymnastics for All
TC-AER	Technical Committee for Aerobic Gymnastics
TC-ACRO	Technical Committee for Acrobatic Gymnastics
TC-TG	Technical Committee TeamGym
TC-PK	Technical Committee Parkour

## 1.4 Interpretation

In this Constitution unless the context requires otherwise:

- (a) where a word or expression is defined in the FIG Statutes and Regulations it has the same or similar meaning in this Constitution unless otherwise defined herein;
- (b) (presence of a Member) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
- (c) (document) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (d) (gender) words importing any gender include all other genders;
- (e) (person) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (f) (successors) a reference to an organisation includes a reference to its successors;
- (g) (singular includes plural) the singular includes the plural and vice versa;
- (h) (instruments) a reference to a law includes regulations and instruments made under it;
- (i) (amendments to legislation) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision or otherwise;
- (j) (include) the words include, includes, including and for example are not to be interpreted as words of limitation;
- (k) (signed) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law relating to electronic transmissions or in any other manner approved by the Directors; and
- (l) (writing) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

## 1.5 Corporations Act

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

## 1.6 Headings

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



## 1.7 Adoption of Constitution

The OGU shall be registered in Victoria, Australia in accordance with the Governing Legislation, upon:

- (a) the adoption of this Constitution by the Voting Members by way of a resolution to that effect passed in accordance with the requirements of the Existing Constitution; and
- (b) the Voting Members passing a Special Resolution to the effect that the OGU be registered as a public company limited by guarantee in Australia pursuant to the requirements of the Governing Legislation; and
- (c) Upon the registration of the OGU in accordance with [clause 1.7\(b\)](#) the OGU shall do all things necessary in order for the assets and property of the Incorporated Association, governed by the Existing Constitution, to vest legally and beneficially in the name of the OGU.

## 1.8 Constitution as contract

This Constitution shall have effect as a contract between:-

- (a) the OGU and each Member, and
- (b) the OGU and each Director and Secretary, and
- (c) a Member and each other Member,

under which each person agrees to observe and perform the Constitution as it applies to that person.

The Replaceable rules contained in the Act, to the extent permitted by the Act, shall not apply to the OGU.

## 2. Objects

FIG, as the sole international sporting authority entitled to make and enforce the rules for the encouragement and control of Gymnastics, has drawn up Statutes and Regulations (the Sporting Power) to ensure the fair and equitable administration of that authority by NFs, of which there shall be one NF per country as recognised by FIG, and by which those NFs agree to be bound.

- (a) The Objects of the OGU shall be to enable its Members, in their respective countries, and, where appropriate, for the benefit of the OGU as a whole, to:
  - (i) adopt and exercise the Sporting Power in their respective countries and for the benefit of the OGU and, where possible, for the benefit of Members;
  - (ii) conduct, encourage, promote, advance, control and manage all levels of Gymnastics in Member countries and interdependently with the other Member countries and others;
  - (iii) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Gymnastics



- (iv) encourage the provision and development of appropriate facilities for participation in Sport;
  - (v) maintain and improve standards, quality and reputation of Gymnastics for the collective and mutual benefit and interests of Members and Gymnastics generally;
  - (vi) promote the sport of Gymnastics for commercial, government and public recognition and benefits;
  - (vii) be the only body entitled to prepare and enter teams in international Gymnastics competitions representing the Oceania Gymnastics Union;
  - (viii) promote, control, manage and conduct Gymnastic events, competitions and championships for the Oceania Continental Union;
  - (ix) promote friendly relations between the Members, NFs, Clubs, Officials and Players.
  - (x) have regard to the public interest in its operations; and
  - (xi) undertake other actions or activities necessary, incidental or conducive to advance these Objects.
- (b) In addition the OGU
- (i) Is neutral in matters of politics and religion;
  - (ii) Does not tolerate discrimination of any kind against a country, private person or group of people on the basis of ethnicity, gender, language, religion, politics as well as any violation of the human rights, and any allegation of breach and/or violation shall be dealt with according to the grievance and discipline provisions of this constitution.
  - (iii) Promotes the fight against any form of violence, sports injustice and doping including violations of the WADA code.
  - (iv) Requires every person and organisation involved in Gymnastics to observe the Constitution and regulations, created pursuant to this Constitution, and the principles of fair play and of loyalty, integrity and sportsmanship;
  - (v) Shall in accordance with this constitution provide the necessary institutional means to resolve any dispute between or amongst Members of OGU or by or against a Member or Members and the OGU.
  - (vi) Enter, as it sees fit, into any form of amalgamation, affiliation, alliance or union with or co-operate, combine or join with, either in whole or in part, any club, association, company, organisation or body having objects altogether or in part similar to any of those of the OGU or make any arrangements therefore and either generally or for any particular occasion, purpose or event;

### 3. Powers

- 3.1 Solely for furthering the Objects set out in [clause 2](#), the OGU, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.
- 3.2 The OGU is authorised by this Constitution to be the governing body for Gymnastics in Oceania enabling its recognition by FIG, Oceania National Olympic Committees (ONOC) and Organisations of Sports Federations of Oceania (OSFO).

- 3.3 In accordance with these Powers the OGU is authorized to make and promulgate such Policies as it deems necessary for the good order and good governance of the OGU and for the proper conduct and management of its Members.
- 3.4 For the avoidance of doubt the OGU has the power to:
- (a) Deal with other bodies and, as such, to
    - (i) subscribe to, become a member of and co-operate with or amalgamate with any other company, club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the OGU;
    - (ii) purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, clubs, associations or organisations with which the OGU is authorised to amalgamate; and
    - (iii) transfer all or any part of the property, assets, liabilities and engagements of the OGU to any one or more of the companies, clubs, associations or organisations with which the OGU is authorised to amalgamate, but the OGU may only subscribe to and support with its funds or amalgamate with any company, club, association or organisation which prohibits the distribution of its income and property amongst its Members to an extent at least as great as that imposed on the OGU under or by virtue of this Constitution.
  - (b) to co-ordinate, initiate and undertake efforts for the raising of funds for its objects including without limitation take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the OGU by way of donations, sponsorships, annual subscriptions, levies or otherwise,
  - (c) in furtherance of the objects of the OGU to buy, sell and deal in all kinds of commodities and provisions, both liquid and solid, for or to the Members or persons entering, visiting or using the company's premises;
  - (c) to fairly impose and collect membership fees and affiliation fees from Members and fees from Members and other persons for use of the OGU's premises, property and assets and for entering or visiting the OGU's premises;
  - (e) to appoint such honorary staff, paid administrators and professional advisers as may be appropriate from time to time;
  - (f) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other person as may be necessary or convenient for the purposes of the OGU;
  - (g) to remunerate any person or body corporate for services rendered or to be rendered;
  - (h) to promote and hold either alone or together with any other company, club, association or organisation meetings and displays and, without limitation, take any action considered necessary to further the objects and be in the interests of the OGU;

- (i) To make regulations and by-laws for the better carrying out of its objects and to equitably enforce such regulations and by-laws;
- (j) To suspend, terminate, disqualify or otherwise cause to be dealt with any Member who has committed a breach of the Constitution of the OGU, or of any of its rules and by-laws or for any action considered to be unfair, unbecoming or contrary to the interests ideals or objects of the OGU through the disciplinary processes set out herein;
- (k) To form subcommittees or organisational sections or units to assist in the execution of its objects;
- (l) To purchase, take on lease, or in exchange, hire and otherwise acquire any land, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connections with, any of the objects of the OGU;
- (m) Where the OGU takes or holds any property subject to a trust, to only deal with it in such manner as is allowed by law governing trusts;
- (n) To enter into any arrangements with any government or authority that may be incidental or conducive to the attainment of the objects and any rights, privileges and concessions which the OGU may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (o) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which seem calculated directly or indirectly to advance the OGU's interests and to contribute to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of them;
- (p) To invest and deal with the money of the OGU not immediately required in such manner as the OGU thinks fit;
- (q) To lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate otherwise to assist any person or body corporate in furtherance of the objects of the OGU;
- (s) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as the OGU thinks fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the OGU in any way and in particular by the issue of debenture perpetual or otherwise charged upon all or any of the OGU's property (both present and future), and to purchase, redeem and pay off such securities.;
- (t) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

- (u) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the OGU in furtherance of the objects of the OGU;
- (v) To take or hold mortgages, lien or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any kind of the OGU's property of whatever kind sold by the OGU or any money due to the OGU from purchasers and others;
- (w) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the OGU;
- (x) To insure against all risks, liabilities and eventualities as may seem advisable and to apply the proceeds of any claim under any insurance in such manner and for such purpose or purposes as may be thought fit;
- (y) To print and publish any articles, releases, newspapers, periodicals, books or leaflets that the OGU may think desirable for the promotion of its objects;
- (z) To give or contribute towards the giving of gifts, prizes, medals, awards or trophies and make donations in furtherance of its objects and for patriotic, charitable or community purposes; and
- (aa) To do all such things as are incidental and conducive to the attainment of the objects and the exercise of the powers of the OGU.

## **4. Income and Property**

### **4.1 Sole Purpose**

The income and property of the OGU will only be applied towards the promotion of the Objects of the OGU.

### **4.2 Payments to Members**

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

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the OGU; or
- (b) of reasonable rent for premises let to the OGU by them.

### **4.3 Non-Profit Nature of the OGU**

- (a) The income, property, profits and financial surplus of the OGU, whenever derived, must be applied solely towards the promotions of the objects of the OGU as set out in this Constitution.
- (b) The OGU is a non-profit organisation and shall not carry on business for the purpose of profit or gain to its individual Members and no portion of its income, property, profits



and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, or the Board or their relatives, except as provided by this Constitution.

- (c) Nothing in this Constitution prevents:
  - (i) The payment, in good faith, of reasonable and proper remuneration to any Member, Director or employee of the OGU for goods supplied in the ordinary and usual way of business;
  - (ii) The payment of interest at a rate not exceeding interest at a rate for the time being charged by the OGU' bankers for overdrawn accounts on money borrowed from a Member; or
  - (iii) Reasonable and proper rent for premises demised or let by any Member to the OGU.

## **5. Membership**

### **5.1 Membership requirements**

- (a) Membership shall be open to all NFs in Oceania which are recognized by FIG as a member in accordance with [clause 5](#).
- (b) Only one NF shall be capable of being recognised in each Member country or territory.
- (c) Members must be recognised by their National Olympic Committee, National Association of Sports Federations or equivalent, and relevant government authorities.
- (d) NFs which practice one or more of the following recognised gymnastics disciplines can be admitted as a Member of the OGU – men's artistic, women's artistic, rhythmic, trampoline, aerobic, acrobatic, gymnastics for all, teamgym and Parkour.
- (e) The OGU may in its discretion permit a Member NF to include in its offering activities which are close to gymnastics.

### **5.2 Categories of membership**

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

- (a) "Ordinary Membership" may be granted to an NF which is an affiliated or provisionally affiliated Member of FIG.
- (b) "Associate Membership" may be granted by the OGU to an NF which is an associate Member of FIG.

### **5.3 Admission of Members**

- (a) The OGU shall accept an NF as a "Associate" or "Ordinary" member in conformity with FIG Statutes subject to approval by a simple majority at an AGM in accordance with subclause (e) below.
- (b) Applications for membership shall be submitted to the OGU Secretary General on a form prescribed by the OGU and are to be accompanied by the following mandatory items:





- (i) a copy of the applicant's governing Constitution or Statutes and regulations;
  - (ii) a copy of the minutes of its last general meeting or constitutional meeting at which it is resolved to seek membership of the OGU;
  - (iii) Declarations, set out in one document, and signed by all directors of the applicant NF, that
    - A. its governing Constitution or Statutes comply with the country of domicile of the NF and FIG Statutes and Regulations
    - B. its members, clubs, officials and athletes will always comply with the Constitution/Statutes and Regulations, directives and decisions of FIG and the OGU;
    - C. it recognises the Court of Arbitration for Sport (CAS) in Lausanne, as specified in this Constitution;
    - D. it guarantees that it can make decisions independently of any external entity;
    - E. recognises the right of the OGU to approve competitions between and amongst NF teams;
  - (iv) a list of Officials, specifying those who are authorised signatories with the right to enter into legally binding agreements with the OGU at the time of making the application for membership of the OGU, including the names and any other details required by the Secretary-General from time to time.
- (c) This clause shall not affect the status of existing Members.
- (d) Admission procedure:
- (i) The Secretary-General, upon being satisfied that the requirements in [clause 5.3\(b\)](#) have been met, shall recommend the admission of the applicant NF to be considered at the next AGM or by the convening of a Special General Meeting, whichever occurs first, at which a decision to admit or reject the application is to be made.
  - (ii) An NF making an application for membership of the OGU may be present and speak at the relevant meeting on the question of its application only. It may not be present nor heard on any other matter of business at the relevant meeting.
  - (iii) The applicant NF representatives shall not be present during the voting on the application. Subsequent to a vote the representatives may return to the meeting and may observe the balance of the meeting but shall not have a vote.
  - (iv) The new Member shall acquire membership rights and duties at the end of the meeting at which it is admitted. Its delegates become eligible to vote with effect at the first meeting after the relevant meeting provided that the delegate with the right to vote is known to the OGU Secretary General not less than 24 hours before the meeting commences.
  - (v) In the event that an application for membership is refused the applicant may reapply at any time but is not entitled to appeal the decision
- (e) Rights of Ordinary Members
- An Ordinary Member has the right
- (i) to take part in the AGM, to know its agenda in advance, to be called to the AGM within the prescribed time and to exercise voting rights of Ordinary Members
  - (ii) to submit motions for inclusion in the agenda of a General Meeting;

- (iii) to nominate candidates for election for all bodies, as set out in [clause 1.3](#), of the OGU;
  - (iv) to be informed of the affairs of the OGU via the Secretary General;
  - (v) to take part in the OGU competitions, programmes or activities.
- (f) **Rights of Associate Members**  
An Associate Member has the right to
  - (a) Attend General Meetings with a right to speak, at the discretion of the chair of the meeting, but has no right to vote, submit a motion or nominate a candidate for election;
  - (b) Be informed of the affairs of the OGU.
- (g) **Obligations of Members:**  
Each Member may benefit from the rights and privileges granted to them by or under this Constitution and any Regulations Members agree to
  - i. be bound by this Constitution, and the Policies (including Policies specific to the relevant category of Membership);
  - ii. pay the fees and subscriptions determined to apply to the Member under [clause 8](#); and
  - iii. support the OGU in the promotion and achievement of its Objects.

#### **5.4 General**

- (a) The OGU must keep a register of all Members in accordance with the requirements of the Act.
- (b) No Member, the membership of which ceases for whatever reason, has any claim against the OGU or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) No Member may assign any of its rights, benefits or liabilities under or associated with its membership to any person or entity and any attempt to do so shall be void and without effect.
- (d) A Member must treat all staff, contractors and representatives of the OGU with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the OGU or the Sport, or both, in the unfettered opinion of the Directors.

#### **5.5 Limited Liability**

Members have liability to the extent set out in [clause 23](#).

### **6. Cessation of Membership**

#### **6.1 Suspension or expulsion**

A Member may be suspended or expelled:

- (a) on the termination of its membership in accordance with this Constitution or the Policies;
- (b) if it ceases to be recognized by the IOC and FIG as an NF;
- (c) if being a body corporate it is dissolved or otherwise ceases to exist;
- (d) it ceases to have the legal status of an NF in its own country or territory.



- (e) it breaches the Constitution or Policies of the OGU;
- (f) if it acts seriously or prejudicially against the OGU or a Member;
- (g) it is suspended or expelled by FIG in accordance with its Statutes and Regulations;
- (h) if it materially fails to honour an agreement or otherwise fails to fulfil its financial or contractual obligations to the OGU or a Member in relation to an OGU activity;
- (i) if it, or any individual holding an Official Position in it, is involved in illegal and/or unlawful activities, including cheating or match fixing, or the violation of anti-doping policies and rules;
- (j) and without limiting the foregoing when a Member no longer meets the requirements for membership according to [clause 5.1](#)

## **6.2 Procedure for suspension or expulsion**

- (a) The OGU may take any necessary action to suspend or expel a Member for non-payment of moneys or breach of its obligations which will be of immediate effect. Any such decision must be confirmed by a simple majority of the eligible votes cast at the next General Meeting.
- (b) if suspended the Member may not participate in the General Meeting at which its expulsion is considered (save to the right to be heard in its own defence), or any of OGU activities, nor nominate candidates for election nor vote at the General Meeting until its membership rights are restored;
- (c) a suspended or expelled Member must be immediately informed in writing of the decision to suspend or expel.
- (d) Where a Member is suspended it may request a hearing before the DGAT Tribunal within 30 days of it receiving notice of the suspension or expulsion and must within 7 days of that notice submit its defence to the OGU for the consideration of the Appeal Panel. The Member will be entitled to appear before the Appeals Tribunal before it makes its decision.

## **6.3 Readmission of a previously expelled Member**

- (a) A previously expelled Member may seek readmission to membership. In making application for readmission, it must comply with the requirements of [clause 5.3](#).
- (b) The Members at a General Meeting may elect to readmit a previously expelled member, so long as it has complied with [clauses 6.5\(a\)](#) and [\(b\)](#).
- (c) Any readmitted Member must comply with [clause 6.3](#) herein.
- (d) A Member having been suspended or expelled for financial reasons will be readmitted after payment of the amount due and the members of the OGU and FIG will be informed of the effective date of the lifting of the sanction.
- (e) A Member having been suspended or expelled for other reasons than financial ones can only be readmitted on decisions of the Executive Committee. The OGU Members and the FIG will be officially informed.

## **6.4 Resignation**

For the purposes of [clause 5.1\(a\)](#), a Member may resign as its membership of the OGU by giving 14 days written notice to the OGU via the Secretary General accompanied by a copy of the special resolution passed by the Member at a formally constituted meeting resolving that

the Member resign from the OGU and accompanied by payment of all debts due and owing to OGU.

#### **6.5 Forfeiture of Rights & continuing financial obligation**

- (a) A Member which ceases to be a Member shall forfeit all rights in and claim upon the OGU or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights and
- (b) And in each case the cessation or resignation of membership does not relieve the Member of its due financial obligations towards the OGU but leads to cancellation of all rights in relation to the OGU.

### **7. Grievances and Discipline of Members**

#### **7.1 Jurisdiction**

All OGU Directors, Members and Member Representatives will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the OGU whether under the Constitution or Policies.

#### **7.2 Policies**

- (a) The Directors may make a Policy or Policies:
  - (i) for the hearing and determination of:
    - (A) grievances by any Member which or Member Representative who feels aggrieved by a decision or action of the OGU ; and
    - (B) disputes between Members relating to the conduct or administration of the OGU;
    - (C) disputes between Directors and/or Members and/or Member Representatives
  - (ii) for the discipline of Directors, Members and Member Representatives;
  - (iii) for the formation and administration of a Discipline, Grievance & Appeals Tribunal (DGAT) which must be independent of any party before it on the matter which is the subject of the appeal in question; and
  - (iv) for the termination of Membership in accordance with [clause 6.1](#); and
  - (v) for the regulation of the relationship between the OGU and FIG.
- (b) The Directors and/or Secretary General in their respective discretion may refer an allegation (which in the opinion of the Directors and/or Secretary General is not vexatious, trifling or frivolous) to the DGAT by a complainant (including a Director or a Member or a Member Representative) that a Member has:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial or contrary to the Objects and interests of the OGU; or
  - (iii) prejudiced the OGU or brought the OGU or Gymnastics into disrepute; for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.
- (c) During investigatory or disciplinary proceedings under this [clause 7](#), a respondent

- may not participate in the business of the OGU, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (d) Prior to the commencement of any disciplinary action the parties must
    - (i) meet to discuss the matter in dispute if possible and, if possible, resolve the dispute within 36 days of it being brought to the attention of all parties;
    - (ii) if unable to resolve in accordance with subclause (i), or if a party has failed to attend the meeting set out in subclause (i) appoint a mediator
    - (iii) appoint a mediator, not a party to the dispute, to be chosen by agreement or by appointment via the Law Institute of Victoria
    - (iv) pay half of the costs for that mediation.
  - (e) In the event that mediation fails then the complaint will form the subject of an investigation by the OGU which shall refer it to its DGAT Tribunal for determination.
  - (f) Should the Tribunal find in favour of one party or the other then further relief may be sought via the Act or otherwise at law.
  - (g) The Directors may include in any Policy or Policies a final right of appeal to an independent body including CAS.

## **8. Fees and Subscriptions**

### **8.1 Membership Fee**

- (a) The Directors shall determine from time to time:
  - (i) the amount (if any) payable by a Member for membership;
  - (ii) the amount of the annual subscription fee payable by each Member according to the category of Membership, and
  - (iii) the payment method and the due date for payment.
- (b) Each Member must pay to the OGU the amounts determined under this [clause 8](#) in accordance with [clause 8.1\(a\)](#).

### **8.2 Non-Payment of Fees**

Subject to [clause 5.3\(a\)](#), the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under [clause 8](#) is in arrears greater than 30 days.

### **8.3 Deferral or reduction of subscriptions**

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
  - (i) there are reasonable grounds for doing so;
  - (ii) the OGU will not be materially disadvantaged as a result; and
  - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this [clause 8.3](#), that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

- 8.4** The financial year of the OGU will conclude on 31<sup>st</sup> December in each year.

## **9. General Meetings**

### **9.1 The Annual General Meeting (AGM)**

- (a) An AGM of the OGU shall be held in accordance with the provisions of the Corporations Act on a date and at a venue determined by the Directors.
- (b) The AGM will be organised according to the contract entered into between the OGU and the hosting Member with specific and agreed requirements as to the staging of the event.
- (c) The agenda of the AGM shall include:
  - (i) approval of the minutes of the previous AGM
  - (ii) receipt of the reports of the President and the Technical Committee Presidents,
  - (iii) deciding upon the amount of annual membership fee and of the admission fee;
  - (iv) decisions upon notices of motion which may include motions to amend the constitution;
  - (v) approval of the budgets;
  - (vi) elections;
  - (vii) appointment of honorary members.

### **9.2 General Meeting organisation**

- (a) Information as to date, place, proposed agenda, activities are to be communicated in writing to Members via the Member Representatives, the members of the OGU committees and to any honorary members.
- (b) Members agree and undertake to pay for the costs of Member Delegates (which does not include Member Representatives or Directors) including but not limited to travel, accommodation, food, translation and any like costs.

### **9.3 Calling of a General Meeting**

- (a) Any three Directors may convene a General Meeting whenever they think fit and must do so if required by the Corporations Act.
- (b) General Meetings may also be convened by the Secretary General upon the requisition of not less than 50% of the members as provided in the Act and the request must:
  - (i) be in writing
  - (ii) state any resolution to be proposed at the General Meeting
  - (iii) be signed by the member/s making the request; and
  - (iv) Be given to the OGU; and
  - (v) The Secretary General must call the General Meeting within 14 days after the request is given to the OGU; and
  - (vi) The General Meeting must be held not later than 2 months after the request is given to the OGU.
- (c) At least
  - (i) 36 days notice must be given of a General Meeting at which any election of Directors or other officers is to be held; and
  - (ii) 28 days notice must be given of any other General Meeting.
- (d) The OGU may convene a General Meeting on shorter notice
  - (i) in the case of an AGM if all the members entitled to attend and vote at the AGM agree beforehand; and

- (ii) in any other General Meeting, if at least 95% of the members who are entitled to vote on the resolution agree before.
- (e) At least 28 days notice must be given of a General Meeting at which a resolution will be moved to
  - (i) remove an auditor; or
  - (ii) remove a Director; or
  - (iii) appoint a Director in place of a Director removed.
- (f) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the OGU; and
  - (ii) in accordance with [clause 9](#) and the Corporations Act.
- (g) At least 53 days prior to the proposed date of the AGM, the Secretary General will request from Voting Members notices of motions, which must be received no fewer than 36 days prior to the AGM.
- (h) At least 28 days notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Corporations Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.
- (i) No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **9.4 Adjournment of General Meeting**

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **9.5 Notice of Adjournment of General Meeting**

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

#### **9.6 Cancellation or postponement of General Meeting**

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





- (i) Members according to the Corporations Act;
- (ii) the Directors at the request of Members; or
- (iii) a court.

#### **9.7 Written notice of cancellation or postponement of General Meeting**

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

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

#### **9.8 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

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

#### **9.9 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days notice of that General Meeting required to be given by [clause 9.3](#) or the Corporations Act.

#### **9.10 Business at postponed General Meeting**

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

#### **9.11 Representative, proxy or attorney at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument, then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the OGU in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

#### **9.12 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting, to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.



### **9.13 Right to appoint representative**

- (a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under [clause 9.14](#), and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- (c) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

### **9.14 Right to appoint proxy**

- (a) A Voting Member entitled to attend a General Meeting of the OGU is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the OGU.

### **9.15 Form of proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act.

### **9.16 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the OGU.

### **9.17 Lodgement of proxy or attorney documents**

- (a) A proxy or Attorney may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the OGU:
  - (i) at the office, the facsimile number at the office or at such other place, facsimile number or electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the OGU.

### **9.18 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:
  - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;

- (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:
  - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
  - (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the President to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

#### **9.19 Quorum at an AGM**

- (a) Only Members under [clause 5.2\(a\)](#) which are eligible and in compliance with this Constitution and with FIG will be eligible to vote subject to [clause 8.2](#).
- (b) A majority of eligible Members will constitute a quorum.
- (c) An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.
- (d) If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:
  - (i) (if convened by, or on requisition of, Members, is dissolved; and
  - (ii) in any other case stands adjourned to such other day, time and place as the Chair determines.

#### **9.20 Presiding at General Meetings**

- (a) The President presides as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
  - (i) The Vice President

- (ii) a Director (or other person) chosen by a simple majority of the Directors present;
- (iii) the only Director present.
- (c) In the event that none of the persons listed in (b) are able to chair the meeting it shall be adjourned to a date to be fixed as soon thereafter as possible.

#### **9.21 Conduct of General Meetings**

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever they
  - (iv) considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this [clause 9.21](#) is final.

#### **9.22 Composition and voting**

- (a) The attendance at the AGM is comprised of Members' Representatives and the Directors of the OGU board.
- (b) Each Member is entitled to one vote which shall be cast by its Member Representative.
- (c) Each Member is entitled to have attend on its behalf at the AGM a maximum of 2 Member Delegates (not including a translator) one of whom, including the Member Representative, will be appointed head of delegation
- (d) Member Delegates must belong to the Member they represent. No proxy for another Member is permitted.
- (e) Additional Member Delegates may attend as guests and will be accredited accordingly. Seats will be provided in the room.
- (f) Members of the OGU Bodies may represent the Member to which they belong only with the agreement of the AGM by a simple majority.
- (g) Any persons authorised by the Executive Committee may attend the AGM but have no right to vote.
- (h) The Board may invite a person or persons to attend the AGM as an observer.

#### **9.23 Voting, decisions and coming into effect**

- (a) Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.
- (b) Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.
- (c) Decisions taken at the AGM are recorded and come into force at the end of the AGM or at such time as may be specified in the resolution.

#### **9.24 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the OGU, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **9.25 Poll**

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

#### **9.26 Objection to voting qualification**

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

#### **9.27 Chair to determine any poll dispute**

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

#### **9.28 Minutes of the General Meeting**

After verification by the Chair, the minutes are distributed to the Members and the members of the OGU Bodies.

#### **9.29 Extraordinary General Meeting**

The requirements for convening an Extraordinary General Meeting are:

- (a) at the request of the OGU Board; or
- (b) at the written request, sent to the OGU Secretary General, of one third of the eligible Members (adjusted upward to the nearest whole number), with an authorization signed by the President of the Member NF;
- (c) only items on the agenda can be discussed;
- (d) the date of the EGM as well as the agenda will be sent to the Members no later than

- forty-five days before the EGM.
- (e) The OGU must organise an extraordinary EGM within the two months following the receipt of the request.

## **10. Votes of Members**

### **10.1 Votes of Members**

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this [clause 10.1](#).
- (b) Each Eligible Member will have one vote.
- (c) No Member other than Eligible voting members shall be entitled to vote at General Meetings.

### **10.2 Resolutions not in General Meeting**

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in the terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the OGU held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of [clause 10.2\(a\)](#), two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed to be a document in writing signed by that Member.

## **11. The Board**

### **11.1 The Board**

- (a) The Board shall comprise the Directors in accordance with [clause 11.2](#).
- (b) Each of the Directors will hold their positions unless they cease to be their NF's Member Representative and in accordance with [clauses 11.8](#) and [11.10](#).
- (c) Members of the Board will be selected according to the criteria and by the process set out in [clause 11.16](#).

### **11.2 Number of Directors**

- (a) There must be not fewer than 5 Directors and not more than 9.
- (b) The positions which shall be filled pursuant to this [clause 11](#), at the first Directors' meeting of the OGU, will be the President (who shall be the chairman) and a Vice President

### **11.3 Member obligations**

The Member agrees to meet all the expenses associated with the attendance at and participation in all meetings of the OGU including but not limited to accommodation, travel,

food, translator costs for so long as the Member's Representative holds the position of Director notwithstanding what status that person might have within the NF at any time.

#### **11.4 Eligibility**

- (a) For the period from the date of this Constitution a person who was a Director of the OGU and to whom [clause 11.13](#) applies, may not hold office as a Director.
- (b) A Director who is disqualified in accordance with [clause 11.13](#) and the Corporations Act must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person appointed as a Director at the time of being disqualified must resign from OGU within 7 days.
- (d) No person shall be eligible to be elected or appointed if, during the proposed term of office, they would be in breach of [clause 11.4](#).
- (e) Any person who is subject of a sanction imposed by the DGAT or under investigation cannot be nominated for the Board.
- (f) The Board may determine position or role descriptions or necessary qualifications for Director positions.

#### **11.5 Director nominations for Board**

- (a) The Secretary General shall call for nominations from Members of the Board at least 53 days prior to the proposed date of the AGM, with such written nominations received no less than 36 days prior to the AGM. The Secretary General will distribute the nominations with the agenda and meeting papers for the AGM according to the timelines set out herein.
- (b) The Member must use the nomination form set out in the Nominations Policy.
- (c) The candidate must be proposed by the Member to which he or she belongs on the nomination form set out in the Nominations Policy.
- (d) Each Member is entitled to only one person on the OGU Board.
- (e) The elections take place during the AGM organised by 31<sup>st</sup> May in the year after each summer Olympic Games commencing in 2020 noting that the appointments made at the first meeting of the OGU in 2018 shall hold office until the first AGM after the Tokyo Olympic Games of 2020.
- (f) Directors will hold the position for a period of 4 years in accordance with subclause (f) or until the next AGM should they be filling a casual vacancy in accordance with [clause 11.7\(a\)](#).
- (g) Four year terms commence from the AGM following each summer Olympic Games commencing subject to [clause 11.5\(e\)](#) above.

#### **11.6 First Directors**

The First Appointed Directors are the Member Representatives of those elected at the Founding OGU General Meeting on 2<sup>nd</sup> September 2018 based on the candidatures submitted by these eligible NFs

- \* American Samoa (ASA)
- \* Australia (AUS)
- \* Cook Islands (COK)



- \* Fiji (FIJ)
- \* New Zealand (NZL)
- \* Papua New Guinea (PNG)
- \* Tonga (TGA)

#### **11.7 Director vacancy**

- (a) If a director position becomes vacant the Member shall appoint a replacement to fill the vacancy until the next AGM.
- (b) Where a Director retires, the appointing Member may appoint another person to be a Director, subject to this Constitution.
- (c) A nomination must:
  - (i) be in the form required by the Directors; and
  - (ii) be signed by the nominator and nominee.

#### **11.8 Term of office of Directors generally**

Subject to [clauses 11.2, 11.4\(e\), 11.8](#) and [11.9](#), a Director will hold office for a term of four years.

#### **11.9 Office held until end of meeting**

- (a) A retiring Director holds office until the end of the meeting at which that Director retires but, subject to the requirement of this Constitution, including [clause 11.8](#), is eligible for re-appointment.
- (b) Subject to [clauses 11.8](#) and [11.13](#), an Appointed Director under this [clause 11.9](#) takes office at the end of the meeting.

#### **11.10 Maximum term of office for Directors**

- (a) A Director may not serve more than three consecutive terms as a Director.
- (b) For the purpose of [clause 11.10\(a\)](#), service:
  - by a person filling a casual vacancy in an Appointed Director position under [clause 11.7](#) for any period will be treated as a term;
- (c) A Director who has served a maximum term in accordance with [clause 11.10\(a\)](#) shall not be eligible to be a Director for one year following the completion of their maximum term.
- (d) A Director shall not be eligible to serve more than three terms in any thirteen-year period.

#### **11.11 Remuneration of Directors**

Subject to [clause 11.12](#) a Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

- (a) paid by the OGU for services rendered to it other than as a Director; and
- (b) reimbursed by the OGU for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the OGU; or
  - (ii) otherwise engaged in the affairs of the OGU.

#### **11.12 Honorary**

The OGU may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

#### **11.13 Removal of Director**

- (a) Subject to the provisions of the Corporations Act, the OGU may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with [clause 11.13\(a\)](#) cannot be re-appointed as a Director within three years of their removal.

#### **11.14 Vacation of office**

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

- (a) is removed in accordance with [clause 11.13](#);
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (c) resigns from office by notice in writing or by electronic means to the OGU;
- (d) accepts appointment to, or becomes the holder of, a disqualifying position as set out in [clause 11.4](#) and does not resign from that position within 30 days;
- (e) is not present at three consecutive Directors' meetings without leave of absence from the Directors; or
- (f) is directly or indirectly connected, associated or doing business with any organisation in any contract or proposed contract with the OGU and fails to declare the nature of the interest as required by the Act.

#### **11.15 Alternate Director**

A Director cannot appoint an alternate.

#### **11.16 Board Selection Panel**

- (a) The Board Selection Panel (BSP) will be convened not less than 6 months prior to the AGM at which elections for the Board will take place and otherwise, at its earliest opportunity, in the event of a casual vacancy occurring on the Board.
- (b) The Board will determine the membership of the BSP including the President, one other Board member and an independent member save that when the President and/or the Board member are themselves up for election they will be substituted, respectively, by the Vice President and an alternate Board member.
- (c) The chairman of the BSP will be the President, or Vice President, as the case may be subject to (b) above
- (d) The terms of the members of the BSP will be for four years commencing on 1<sup>st</sup> July in each even numbered year between the Olympic Games and each member will be eligible for reappointment on one occasion.
- (e) The Secretary General will convene the BSP in accordance with (a) above and will, in accordance with the time limits set out herein, call for nominations from Member NFs for candidates for election at the AGM in the year following an Olympic Games.



- (f) The Secretary General will convene the BSP in the event of a casual vacancy and will seek nominations from the Member NF whose Member Representative's departure has created the casual vacancy.
- (g) In the case of (e) the BSP will make recommendations to the Members as to who or which candidates, as the case may be, meet the criteria in (i) below, and can be recommended as candidates for election.
- (h) In the case of (f) the BSP will make a recommendation to the Board as to which candidate nominated by the Member NF meets the criteria in (i) below and ought fill the casual vacancy.
- (i) The BSP will have regard to the following criteria when considering candidates for election or for the filling of a casual vacancy
  - (i) Prior experience as a director and understanding of the principles of good governance;
  - (ii) Knowledge and experience of Gymnastics at local and national levels in Oceania, and internationally;
  - (iii) Business and personal skills and experience;
  - (iv) General knowledge of sport; and
  - (v) Such other criteria as are determined as necessary by the Board of OGU from time to time.
- (j) The BSP is entitled to make such inquiries about candidates and to interview candidates as it sees fit.
- (k) The failure of the BSP to not recommend a candidate for election does not disqualify a candidate, with his or her Member NF's approval, from standing for election.

## **12. Powers and Duties of Directors**

### **12.1 Directors to manage the OGU**

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

### **12.2 Specific powers of Directors**

Without limiting [clause 12.1](#), the Directors may exercise all the OGU's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the OGU or of any other person.

### **12.3 Time, etc**

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

### **12.4 Appointment of attorney**

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

## **12.5 Provisions in power of attorney**

A power of attorney granted under [clause 12.4](#) may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## **12.6 Delegation of powers**

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

## **12.7 Code of Conduct**

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

# **13. Proceedings of OGU Board meetings**

## **13.1 Board meetings**

- (a) Subject to [clause 13.1\(b\)](#), the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Board may meet at a minimum two times in each calendar year and the meetings may be in person, by phone, via the internet or a combination of all of these means as set out in [clause 15](#).

## **13.2 Voting at Board meetings**

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

### **13.3 Chair's casting vote**

- (a) The Chair of the meeting will not have a casting vote.
- (b) The Chair is first amongst equals, so should encourage collegiate decision-making as opposed to voting.

### **13.4 Quorum**

A quorum shall be constituted by a simple majority of the Directors present at any meeting.

### **13.5 Effect of vacancy**

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the percentage required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

### **13.6 Convening meetings**

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

### **13.7 Election of President and Vice President**

- (a) The Directors may elect one of their number to be the President and another to be Vice President.
- (b) Those persons nominating for the positions of President and Vice President shall submit their names to the directors and a vote shall be conducted for each position, the President first and the Vice President second, by exhaustive secret ballot for which the Secretary General shall be scrutineer.
- (c) The Directors elected to be President and Vice President under [clause 13.7\(a\)](#) will remain President and Vice President respectively for so long as they hold the confidence of the other Directors; and for so long as the Member to which they belong is not suspended or expelled.
- (d) That the President shall chair meetings of the Board.
- (e) Despite [clause 13.7\(c\)](#), if:
  - (i) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

- (ii) the Chair is unwilling to act, then
- (iii) the Vice President shall chair the meeting and in the absence or unwillingness of the Vice President
- (iv) the Directors present may elect one of their number to be Chair of the meeting
- (f) In the event of a vacancy occurring in the office of President between Board meetings, the Executive Committee shall make a pro tem appointment which shall have effect until the next Board meeting.

### **13.8 Circular resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of [clause 13.8\(a\)](#) and is taken to be signed when received by the OGU in legible form.
- (c) The resolution is passed when the last Director signs.

### **13.9 Validity of acts of Directors**

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

### **13.10 Directors' Interests**

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Secretary General shall maintain a register of declared interests.
- (e) If a Director gains a personal interest in a contract or arrangement which the OGU has already entered into, he or she must declare that interest at the first Directors' meeting after he or she becomes aware of that interest.
- (f) If, because a Director is a member of a partnership, or a director or member of another company, or is in a position to control another entity, he or she will be personally interested in any of the OGU's contracts or arrangements with that

partnership, company or entity, he or she may give the other directors a written notice declaring his or her relationship to that partnership, OGU or entity and his or her consequent interest in all contracts or arrangements with it. The notice is a sufficient declaration of interest in relation to any future contracts or arrangements with that partnership, company or entity.

- (g) If all other Directors are aware that a Director is a member of a partnership, or a director or member of another company, or is in a position to control another entity, that fact has the same effect as if the Director had given the other Directors written notice under the previous clause at the time all of them as a group first became aware of it.
- (h) A Director who has a direct or indirect interest in a contract or proposed contract with the OGU (other than as a Member) and who discloses the nature and extent of the interest at the next Directors' Meeting, then subject to a decision of the Board:
  - (i) that Director may vote and be counted in the quorum present at any meeting on a matter that he or she has an interest in; and
  - (ii) the contract may be entered into; and
  - (iii) if the disclosure is made before the contract is entered into, the Director may retain the benefits under the contract to the extent of his or her interest; and the OGU may not avoid the contract because of the existence of the interest; and
  - (iv) the OGU cannot avoid the contract merely because of the existence of the interest.

#### **13.11 Minutes**

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

### **14. Executive Committee**

- (a) Once the number of Directors exceeds 7 the Board will appoint an Executive Committee, comprising the President, the Vice President, and one other Director, which will have responsibility for administering the day to day affairs of the OGU including the making of expenditure decisions subject to delegations and authority determined by the Board.
- (b) The Secretary General will be a non-voting member of the Executive Committee and is entitled to attend and speak at all meetings.
- (c) In order to qualify for appointment to the Executive Committee, the Board may require a Director to demonstrate some or all of the following: that he or she has sufficient time to devote to the work of the OGU, a facility with written and spoken English, a deep understanding of all the disciplines of Gymnastics, a knowledge of the international sport environment, the capacity to make an effective contribution to the growth, development and expansion of Gymnastics in Oceania and such other skills and experience as the Board deems necessary to give effect to the business of the OGU.

## **15. Telecommunication Meetings of the OGU**

### **15.1 Telecommunication Meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
  - (ii) (the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this [clause 15](#).

### **15.2 Conduct of Telecommunication Meeting**

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

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

## **16. Secretary General**

### **16.1 Appointment of the Secretary General**

The Directors shall appoint a Secretary General.

### **16.2 Powers, duties and authorities of Secretary General**

- (a) The Secretary General holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to him or her by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the Secretary General are subject at all times to the direction and control of the Directors.

### **16.3 Suspension and removal of Secretary General**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the Secretary General from that office.

### **16.4 Delegation by Directors to Secretary General**

The Directors may delegate to the Secretary General the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the OGU. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the OGU;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the OGU; and
- (e) exercise such powers and responsibilities which the Directors consider appropriate to delegate to the Secretary General.

### **16.5 Secretary General to attend meetings**

The Secretary General is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the OGU, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

## **17. Company Secretary**

### **17.1 Appointment of Company Secretary**

- (a) There must be at least one Company Secretary who is to be appointed by the Directors.
- (b) The Company Secretary must be an Australian resident.

### **17.2 Suspension and removal of Company Secretary**

- (a) The Directors may suspend or remove a Company Secretary from that office.
- (b) If the Company Secretary is removed he or she must be replaced in accordance with the Act.

### **17.3 Powers, duties and authorities of Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as set out in the Act and as delegated to him or her by the Directors.

## **18. Committees**

### **18.1 Committees of the OGU**

These include the Technical Committees (TC) as set out in [clause 1.3](#).



## **18.2 Committees**

The Board may delegate any of its powers to a Board Committee set out in [clause 18.1](#) or such other Board Committees as it sees fit to establish, consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

## **18.3 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

## **18.4 Committee meetings**

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

## **18.5 Nomination for committees**

Nominations for committees and any other positions as decided from time to time by the OGU shall close with the Secretary General twenty one (28) days after circulation of the call for nominations to each Member. Nominations received in writing for these positions shall be circulated by the Secretary General to each Member for a vote, including the process by which the vote is to be conducted (should a vote be needed), by electronic means closing twenty one days (28) days after Ballot Papers are circulated.

## **18.6 Technical Committee**

The Board shall from time to time decide on the composition and purpose of TCs for each discipline and create a policy or policies for this purpose.

# **19. Policies**

## **19.1 Making and amending Policies**

- (a) In addition to policies made under [clause 7.2](#), the Board may from time to time make policies:
  - (i) that are required to be made under this Constitution; and
  - (ii) which in their opinion are necessary or desirable for the control, administration and management of the OGU's affairs and may amend, repeal and replace those policies.
- (b) The OGU in General Meeting may amend, repeal or replace any policy made by the Board without affecting the validity of acts or decisions made by the Board or anyone authorised to act pursuant to that policy.
- (c) The Policies referred to in [clauses 7.2](#) and [19.1\(a\)](#) take effect 36 days after the service of the Policy on the Member and shall be of force and effect on that date.



## **19.2 Effect of Policies**

- (a) are subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, is and are binding on all Members and has and have the same effect as a provision in this Constitution; and
- (d) may be overruled if a resolution to that effect is passed by the Members at a General Meeting.

## **20. Inspection of Records**

### **Right of the Members to Inspect Records**

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

## **21. Accounts**

### **21.1 Accounting Records**

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

### **21.2 Auditor**

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

## **22. Service of Documents**

### **22.1 Document includes notice**

In this [clause 22](#), document includes a notice.

### **22.2 Methods of service on a Member**

The OGU may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a facsimile number or electronic address nominated by the Member.

### **22.3 Methods of service on the OGU**

A Member may give a document to the OGU:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to a facsimile number or email address nominated by the Secretary-General.

#### **22.4 Facsimile or electronic transmission**

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

- (a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and
- (b) have been delivered within 3 business days following its transmission.

### **23. Indemnity**

#### **23.1 Indemnity of officers**

- (a) This [clause 23](#) applies to every person who is or has been:
  - (i) a Director, Secretary General or Company Secretary of the OGU; and
  - (ii) to any other officers, employees, former officers or former employees of the OGU or of its related bodies corporate as the Directors in each case determine.Each person referred to in this paragraph (a) is referred to as an “Indemnified Officer” for the purposes of the rest of [clause 23](#).
- (b) The OGU will indemnify each Indemnified Officer out of the property of the OGU against:
  - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the OGU or of a related body corporate of the OGU; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the OGU or of a related body corporate of the OGU,unless:
  - (iii) the OGU is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (iv) an indemnity by the OGU of the person against the liability or legal costs would, if given, be made void by statute.

#### **23.2 Insurance**

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

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

#### **23.3 Deed**

The OGU may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by [clause 23.1](#) on the terms the Directors think fit (as long as they are consistent with [clause 23](#)).

## **24. Winding Up**

### **24.1 Limited Liability of Members on winding up**

- (a) Each Voting Member must contribute to the OGU's property if the OGU is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the OGU's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves,
  - (iv) and the amount is not to exceed \$2.00.
- (c) No other Member must contribute to the OGU's property if the OGU is wound up.

### **24.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the OGU, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the OGU; and
  - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.