

CONSTITUTION

OF

Ice Skating Australia Limited

Australian Company Number 680 982 147



A Company Limited by Guarantee

September 16th, 2024



Constitution

TABLE OF CONTENTS

<u>1.</u>	<u>DEFINITIONS AND INTERPRETATIONS</u>	<u>8</u>
1.1.	DEFINITIONS	8
1.2.	INTERPRETATIONS	11
1.3.	CORPORATIONS ACT	12
<u>2.</u>	<u>OBJECTS</u>	<u>12</u>
<u>3.</u>	<u>AMENDING THE CONSTITUTION</u>	<u>14</u>
<u>4.</u>	<u>POWERS</u>	<u>14</u>
<u>5.</u>	<u>INCOME AND PROPERTY OF THE COMPANY</u>	<u>14</u>
5.1.	SOLE PURPOSE	14
5.2.	PAYMENTS TO ISA MEMBERS	14
<u>6.</u>	<u>ISA MEMBERSHIP</u>	<u>15</u>
6.1.	TYPES OF ISA MEMBERSHIP	15
6.2.	ADMISSION OF ISA MEMBERS	15
6.3.	ISA MEMBER	16
6.4.	CONSTITUTIONS OF MEMBERSHIP	17
6.5.	GENERAL	18
6.6.	LIMITED LIABILITY	19
<u>7.</u>	<u>CESSATION OF MEMBERSHIP</u>	<u>19</u>
7.1.	CESSATION	19
7.2.	RESIGNATION	19
7.3.	FORFEITURE OF RIGHTS	20
<u>8.</u>	<u>GRIEVANCES AND DISCIPLINE OF MEMBERS</u>	<u>20</u>
8.1.	JURISDICTION	20
8.2.	POLICIES	20
<u>9.</u>	<u>TERMINATION OF MEMBERSHIP OF AN ISA MEMBER</u>	<u>21</u>
9.1.	SANCTIONS FOR DISCIPLINE OF ISA MEMBER	21
9.2.	TERMINATION OF MEMBERSHIP OF ISA MEMBERS	21



Constitution

<u>10.</u>	<u>FEES AND SUBSCRIPTIONS</u>	<u>22</u>
10.1.	MEMBERSHIP FEES	22
10.2.	NON-PAYMENT OF FEES	22
10.3.	DEFERRAL OR REDUCTION OF SUBSCRIPTION	22
<u>11.</u>	<u>GENERAL MEETINGS</u>	<u>23</u>
11.1.	ANNUAL GENERAL MEETING	23
11.2.	POWER TO CONVENE A GENERAL MEETING	23
11.3.	NOTICE OF A GENERAL MEETING	23
11.4.	NO OTHER BUSINESS	24
11.5.	CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	24
11.6.	WRITTEN NOTICE OF CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	25
11.7.	CONTENTS OF A NOTICE POSTPONING A GENERAL MEETING	25
11.8.	NUMBER OF CLEAR DAYS FOR POSTPONEMENT OF A GENERAL MEETING	25
11.9.	BUSINESS AT POSTPONED GENERAL MEETING	25
11.10.	DELEGATE, PROXY OR ATTORNEY AT POSTPONED GENERAL MEETING	25
11.11.	NON-RECEIPT OF NOTICE	26
11.12.	RIGHT TO APPOINT A DELEGATE	26
11.13.	RIGHT TO APPOINT A PROXY	27
11.14.	FORM OF PROXY	27
11.15.	ATTORNEY OF AN ISA MEMBER	27
11.16.	LODGMET OF PROXY OR ATTORNEY DOCUMENTS	27
11.17.	AUTHORITY GIVEN BY APPOINTMENT	28
<u>12.</u>	<u>PROCEEDINGS AT GENERAL MEETINGS</u>	<u>29</u>
12.1.	NUMBER FOR A QUORUM	29
12.2.	REQUIREMENTS OF A QUORUM	29
12.3.	QUORUM AND TIME	29
12.4.	ADJOURNED MEETING	29
12.5.	CHAIRPERSON TO PRESIDE OVER GENERAL MEETING	30
12.6.	CONDUCT OF GENERAL MEETINGS	30
12.7.	ADJOURNMENT OF GENERAL MEETING	30
12.8.	NOTICE OF ADJOURNED MEETING	31
12.9.	QUESTIONS DECIDED BY MAJORITY	31
12.10.	EQUALITY OF VOTES	31
12.11.	DECLARATION OF RESULTS	31
12.12.	POLL	32
12.13.	OBJECTION TO VOTING QUALIFICATION	32
12.14.	CHAIR TO DETERMINE ANY POLL DISPUTE	32
12.15.	ELECTRONIC VOTING	32
<u>13.</u>	<u>VOTES OF ISA MEMBERS</u>	<u>33</u>
13.1	VOTING RIGHTS OF ISA MEMBERS	33



Constitution

13.2.	ELECTION OF DIRECTORS	33
13.3.	RESOLUTIONS NOT IN GENERAL MEETING	34
14.	STAKEHOLDER FORUM	35
14.1	POWER TO CONVENE STAKEHOLDER FORUMS	35
14.2	NOTICE OF STAKEHOLDER FORUMS	35
14.3	CONDUCT OF A STAKEHOLDER FORUM	35
15.	BOARD OF DIRECTORS	35
15.1.	NUMBER OF DIRECTORS	35
15.2	TRANSITIONAL PROVISIONS OF DIRECTORS	36
15.3.	ELIGIBILITY	37
15.4.	NOMINATIONS COMMITTEE	38
15.5.	NOMINATION FOR ELECTION	38
15.6.	TERM OF OFFICE OF DIRECTORS GENERALLY	39
15.7.	OFFICE HELD UNTIL END OF MEETING	39
15.8.	ELECTED DIRECTOR ELECTED AT GENERAL MEETING	39
15.9	MAXIMUM CONSECUTIVE YEARS IN OFFICE FOR DIRECTORS	40
15.10	CASUAL VACANCY IN RANKS OF ELECTED DIRECTORS	40
15.11.	APPOINTED DIRECTORS	41
15.12.	REMUNERATION OF DIRECTORS	41
15.13.	REMOVAL OF DIRECTOR	41
15.14.	VACATION OF OFFICE	42
15.15.	ALTERNATE DIRECTOR	42
16.	POWERS AND DUTIES OF DIRECTORS	42
16.1	DIRECTORS TO MANAGE THE COMPANY	42
16.2	SPECIFIC POWERS OF DIRECTORS	42
16.3	TIME	43
16.4.	APPOINTMENT OF AN ATTORNEY	43
16.5.	PROVISIONS IN A POWER OF ATTORNEY	43
16.6.	DELEGATION OF POWERS	43
16.7.	CODE OF CONDUCT AND BOARD CHARTER	44
16.8.	STRATEGIC PLAN	44
17.	PROCEEDINGS OF DIRECTORS	44
17.1.	DIRECTORS MEETINGS	44
17.2	QUESTIONS DECIDED BY MAJORITY	44
17.3	CHAIR'S CASTING VOTE	45
17.4.	QUORUM	45
17.5	EFFECT OF VACANCY	45
17.6	CONVENING MEETINGS	45
17.7	CHAIR / DEPUTY CHAIR	46



Constitution

17.8	CIRCULATING RESOLUTIONS	46
17.9	VALIDITY OF ACTS OF DIRECTORS	47
17.10	DIRECTORS' INTERESTS	47
17.11	MINUTES	47
<u>18.</u>	<u>VIRTUAL MEETINGS OF THE COMPANY</u>	<u>48</u>
18.1	VIRTUAL MEETING	48
18.2	CONDUCT OF VIRTUAL MEETING	48
<u>19.</u>	<u>CHIEF EXECUTIVE OFFICER</u>	<u>49</u>
19.1	APPOINTMENT OF A CEO	49
19.2	POWERS, DUTIES AND AUTHORITIES OF A CEO	49
19.3	SUSPENSION AND REMOVAL OF A CEO	49
19.4	DELEGATION BY DIRECTORS TO A CEO	49
19.5	CEO TO ATTEND MEETINGS	50
<u>20.</u>	<u>COMPANY SECRETARY</u>	<u>50</u>
20.1	APPOINTMENT OF A COMPANY SECRETARY	50
20.2	SUSPENSION AND REMOVAL OF A COMPANY SECRETARY	50
20.3	POWERS, DUTIES AND AUTHORITIES OF A COMPANY SECRETARY	50
<u>21.</u>	<u>COMMITTEES</u>	<u>50</u>
21.1	COMMITTEES	50
21.2	POWERS DELEGATED TO COMMITTEES	51
21.3	COMMITTEE MEETINGS	51
21.4	FINANCE, AUDIT AND RISK (FAR) COMMITTEE	51
<u>22.</u>	<u>BY-LAWS AND POLICIES</u>	<u>51</u>
22.1	MAKING AND AMENDING BY-LAWS AND POLICIES	51
22.2	EFFECT OF BY-LAWS AND POLICIES	52
<u>23.</u>	<u>INSPECTION OF RECORDS</u>	<u>52</u>
<u>24.</u>	<u>ACCOUNTS</u>	<u>52</u>
24.1	ACCOUNTING RECORDS	52
24.2	AUDITOR	52



Constitution

<u>25.</u>	<u>SERVICE OF DOCUMENTS</u>	52
25.1	DOCUMENT INCLUDES NOTICE	52
25.2	METHODS OF SERVICE ON AN ISA MEMBER	53
25.3	METHODS OF SERVICE ON THE COMPANY	53
25.4	POST	53
25.5	ELECTRONIC TRANSMISSION	53
<u>26.</u>	<u>INDEMNITY</u>	54
26.1	INDEMNITY OF OFFICERS	54
26.2	INSURANCE	54
26.3	DEED	55
<u>27.</u>	<u>WINDING UP</u>	55
27.1	CONTRIBUTIONS OF ISA MEMBERS WINDING UP	55
27.2	EXCESS PROPERTY ON WINDING UP	55
<u>28.</u>	<u>TRANSITIONAL PROVISIONS</u>	56
28.1	INTERPRETATION	56
28.2	FIRST CHAIR	56
28.3	MISCELLANEOUS	56
<u>29.</u>	<u>CHANGE HISTORY</u>	56
DATE	CHANGE DESCRIPTION	56
<u>30.</u>	<u>ANNEXURE A</u>	57
30.1	ISA MEMBERS LIST	57
<u>31.</u>	<u>ANNEXURE B</u>	58
31.1	ISA FULL MEMBERSHIP	58
31.2	ISA LIMITED MEMBERSHIP	58
<u>32.</u>	<u>SCHEDULE 1</u>	59
32.1	FIRST DIRECTORS	59



1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Constitution unless the context requires otherwise:

AGM means the Annual General Meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

Active Member means a current member who is registered for ISA figure skating tests and/or competitions.

Appointed Director means a Director appointed under clause 15.11.

ASIC means The Australian Security and Investments Commission.

Board of Directors means the Directors of the Company duly elected by the ISA Members under clause 15.

By-Law means the rules and regulations established by the Company for Ice Skating in Australia under clause 22.1(a).

Category means the name for each level of competition within a discipline under **clause 6.1**.

CEO means a person appointed as chief executive officer of the Company by the Directors.

Chair or Chairperson means the President elected to perform the duties as Chair of the Company under **clause 17.7(a)**, or any person otherwise appointed as Chairperson of a General Meeting under **clause 12.5 (a)** or a meeting of the Board under **clause 17.1**.

Clause means a specific section or provision that outlines a particular rule, principle, or requirement in this constitution.

Closed ballot means the use of ballot-papers during a vote in which the identity of the voter cannot be determined from that ballot-paper.

Committee means a committee established by the Directors under **clause 21.1**.

Company means Ice Skating Australia Limited (ACNxxxxxxxxTBC) which is the governing body for Ice Skating in Australia.

Company Secretary means the person holding office and duly elected as secretary of the Company under **clause 20**.



Constitution

1.1 Definitions Continued...

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 from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Company.

Delegate means a person duly elected or appointed by an ISA Member to attend any General Meetings under **clause 13**.

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

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

FAR Committee means the Finance, Audit and Risk Committee established by the Directors under **clause 21.4**.

Financial Year means the period of 12 months commencing 1 January and ending 31 December.

First Directors mean those individuals listed in Schedule 1 and **First Director** means one of those individuals.

General Meeting means either an AGM or another general meeting called in accordance with **clause 11.2**.

Ice Skating means the disciplines of Figure Skating, as recognised in this Constitution which includes Single and Pair Skating, Ice Dance, Solo Ice Dance, Synchronized Skating, Artistic and Theatre on Ice.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company.

ISA Full Member, as at the adoption of this Constitution, means the entities specified in Appendix A or another entity who meets the requirements of **clause 6.1** and is approved by the ISA Board of Directors to be an ISA Full Member (**see Annexure B**).

ISA Limited Member, as at the adoption of this Constitution, means the entities specified in Appendix A or another entity who meets the requirements of **clause 6.1** and is approved by the ISA Board of Directors to be an ISA Limited Member (**see Annexure B**).



1.1 Definitions Continued...

ISA Member means the ISA Full Members and the ISA Limited Members recognised by the Company as the legal entity in each state or territory under **clause 6.3(a)**(see Annexure A).

ISU means the International Skating Union which is the international sport federation administering Ice Skating sports including competitive Figure Skating throughout the world.

ISU Statutes and Regulations mean the Constitution including its procedural provisions, general and special regulations and rules, code of ethics, anti-doping rules and procedures of ISU in force from time to time.

Membership means being a member of the company under **clause 6.1** and the payment of the set subscription fee under **clause 10.1**.

NIF means National Integrity Framework.

NSO means National Sporting Organisation.

Nominations Committee means the Nominations Committee established by the Directors under **clause 15.4**.

NST means National Sports Tribunal.

Objects mean the objects of the Company in **clause 2**.

Observer means a person who is entitled to attend but not vote at General Meetings.

Official Position means, in connection with an organisation, a person who:

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

Policy means a policy made under **clauses 8.2** and **22.1**.

Proxy means a person authorised to vote on behalf of a Delegate who is unable to attend the General Meeting in person.

Special Resolution has the same meaning as that given to it in the *Corporations Act*.



Constitution

1.1 Definitions Continued...

Sporting Power means that power delegated to the Company by the ISU for the exclusive control and management of Ice Skating in Australia.

Stakeholder Forum means a forum convened by the Directors under **clause 14**.

Statutes and Regulations mean the statutes and regulations of the ISU in force from time to time.

Subscription means a fee levied to Ice Skating Australia Limited for a service or membership.

Virtual Meeting means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with all other participants.

1.2. Interpretations

In this Constitution unless the context requires otherwise:

(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, whether by a State, Territory, Commonwealth or otherwise;

(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;

(gender) words importing any gender include all other genders;

(headings) headings are inserted for convenience and do not affect the interpretation of this Constitution;

(include) the words include, includes, including and for example are not to be interpreted as words of limitation;

(instruments) a reference to a law includes regulations and instruments made under it;

(member) a reference to an individual or club member of an ISA Member;

(person) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body, an association or an authority;

(presence of an ISA Member) a reference to an ISA Member present at a General Meeting means the Delegate present in person or by proxy;



1.2 Interpretations continued...

(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 or by any State, Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(singular includes plural) the singular includes the plural and vice versa;

(successors) a reference to an organisation includes a reference to its successors; and

(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.

1.3. Corporations Act

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*.

The provisions of the *Corporations Act* that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. OBJECTS

ISU is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of Ice Skating Australia. So that the above authority may be exercised in a fair and equitable manner, ISU has drawn up the Statutes and Regulations governing Ice Skating Australia.

Ice Skating Australia, being a Member of the ISU, is bound by the Statutes and Regulations. One single national federation per country is recognised by the ISU as the sole international sporting power for the enforcement of the Statutes and Regulations and the control of Ice Skating in its own country. The Company is so recognised by the ISU and has been delegated by the ISU with exercising the Sporting Power for Australia.

The Objects of the Company shall be to:

- (a) **Adopt and Exercise Sporting Power:** Act as the national federation for Ice Skating in Australia and as the sole Australian affiliated member of the ISU in accordance with their Statutes and Regulations.



Constitution

2. Objects continued...

- (b) **Promote and Manage Ice Skating:** Conduct, encourage, promote, advance, control, and manage all levels of Ice Skating in Australia in collaboration with ISA Members and other stakeholders.
- (c) **Provide Regulatory Framework:** Adopt, formulate, issue, interpret, and amend the By-Laws and Policies for the regulation of Ice Skating in Australia.
- (d) **Support Integrity and Ethics:** Promote integrity, ethics, and values that build community confidence in Ice Skating in Australia.
- (e) **Address Integrity Threats:** Prevent and address threats to the integrity of Ice Skating in Australia, supporting a national approach to these issues.
- (f) **Develop Facilities:** Encourage the provision and development of suitable facilities for participation in Ice Skating.
- (g) **Maintain Standards and Reputation:** Enhance the standards, quality, and reputation of Ice Skating for the collective benefit of ISA Members and Ice Skating Australia.
- (h) **Promote Recognition:** Promote Ice Skating for commercial, government, and public recognition and benefits.
- (i) **International Competitions:** Be the sole body authorised to enter Australian athletes in international Ice Skating competitions and Championships or as determined by the Board.
- (j) **Event Management:** Promote, control, manage, and conduct Ice Skating events, competitions, and championships.
- (k) **Encourage Participation:** Promote widespread participation in Ice Skating and physical activity.
- (l) **Ensure Safety:** Conduct Ice Skating activities in a manner that secures and enhances the safety of participants, officials, spectators, and the public.
- (m) **Promote Intellectual Property:** Use and promote the Intellectual Property associated with Ice Skating Australia.
- (n) **Public Interest:** Consider the public interest in its operations.
- (o) **Additional Actions:** Undertake other actions or activities necessary, incidental, or conducive to advancing these Objects.



3. Amending the Constitution

- (a) This Constitution may be amended or repealed in accordance with this Constitution, and the *Corporations Act*.
- (b) Amendments to this Constitution shall be made by Special Resolution passed at either an AGM or a General Meeting.
- (c) A Special Resolution amending, adopting or repealing the Constitution takes effect:
 - (i) if no later date is specified in the Special Resolution, then on the date on which the resolution is passed; or
 - (ii) on a later date specified in, or determined in accordance with, the Special Resolution.

4. POWERS

Solely for furthering the Objects under **clause 2**, the Company, 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 under the *Corporations Act*(Sect 124).

5. INCOME AND PROPERTY OF THE COMPANY

5.1. Sole Purpose

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

5.2. Payments to ISA Members

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

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



Constitution

6. ISA MEMBERSHIP

6.1. Types of ISA Membership

- (a) ISA Members of the Company set out in Annexure A shall fall into one of the following types of membership subject to application and subsequent approval by the Board:
- (i) ISA Full Member;
 - (ii) ISA Limited Member; or
 - (iii) such other types of Members as may be created by the Directors from time to time. Any type of Member created by the Directors under this **clause 6.1(a)(iii)** shall not be granted voting rights.
- (b) An ISA Full Member must:
- (i) be an incorporated association or a company limited by guarantee in the relevant state or territory;
 - (ii) have a permanent ice rink with a size of at least 55m x 24m in the relevant state or territory; and
 - (iii) in the preceding Financial Year, had a minimum of 30 active members in Ice Skating competitive categories as defined in this constitution.
- (c) An ISA Limited Member must:
- (i) be an incorporated association or a company limited by guarantee in the relevant state or territory; and
 - (ii) in the preceding Financial Year, had a minimum of 5 active members in Ice Skating competitive categories as defined in this constitution.

6.2. Admission of ISA Members

The recognised ISA Member in each state or territory will be admitted to the Company, and the Directors will direct the Company Secretary to record the name, street address, email address and date of ISA Membership, in the register of ISA Members kept by the Company, only upon meeting the criteria applicable to the relevant type of membership set out in this Constitution and provided the ISA Member has submitted an application, which is approved by the Directors, in which the ISA Member undertakes to:



6.2 Admission of ISA Members continued...

- (a) be bound by this Constitution, the ISU Statutes and Regulations, the By-Laws and Policies of the Company (including Policies relevant to the membership type of the ISA Member and their members);
- (b) pay the fees and subscriptions determined to apply to the ISA Member under **clause 9**; and
- (c) support the Company in the encouragement and promotion of its Objects.

The Company may at its discretion refuse to accept the membership of an ISA Member and shall not be required or compelled to provide any reason for such rejection.

6.3. ISA Member

- (a) The Company will recognise only one legal entity in each state or territory as the controlling body responsible for ensuring the efficient administration of Ice Skating in the whole of that state or territory in accordance with the Objects.
- (b) At the adoption of this Constitution, the first ISA Members of the Company will be those legal entities recognised by the Company as the governing body for Ice Skating in each state or territory (see Annexure A).
- (c) Each ISA Member will:
 - (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that ISA Member;
 - (ii) adopt and apply consistently the Constitution, By-Laws and Policies of the Company and the ISU Statutes and Regulations;
 - (iii) represent the interests and objectives of the Company and its members at all times;
 - (iv) support the Company to achieve the Company's strategic plan as revised from time to time;
 - (v) provide the Company with copies of its Annual Report, inclusive of financial statements immediately following its ISA Member's AGM;
 - (vi) be bound by this Constitution, the By-Laws and Policies of the Company and the ISU Statutes and Regulations;



Constitution

6.3 ISA Member continued...

- (vii) act in good faith and loyalty to maintain and enhance the Company and Ice Skating, its standards, quality and reputation for the collective and mutual benefit of ISA Members and Ice Skating;
- (viii) at all times operate with and promote mutual trust and confidence between the Company and ISA Members, promoting the economic and sporting success, strength and stability; and work cooperatively in the pursuit of the Objects;
- (ix) maintain a database of all registered clubs, officials and members in accordance with its Constitution, By-Laws and Policies, and provide current details of the number of registered clubs, officials and members upon written request by the Board from time to time; and
- (x) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Ice Skating Australia and its maintenance and development.

6.4. Constitutions of ISA Members

- (a) Each ISA Member acknowledges and agrees;
 - (i) To ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that ISA Member.
 - (ii) The constituent documents and any proposed amendments to the constituent documents of each ISA Member shall be subject to the approval of the Company.
 - (iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the ISA Member provided that the said constituent documents and proposed amendments conform to this Constitution or the Policies.
 - (iv) If the constituent documents do not conform to this Constitution or the Policies, the relevant ISA Member shall, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Policies.



6.4 Constitution of Members continued...

- (v) That for the avoidance of doubt, if any inconsistency remains between the constituent documents of an ISA Member (including its constitution and policies, however named) and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.
- (vi) The constituent documents of an ISA Member must require the ISA Member to:
 - A. advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the ISA Member is having;
 - B. assist the Company in investigating those issues; and
 - C. cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the ISA Member's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the ISA Member and on such conditions as the Company considers appropriate.
- (b) The Directors may develop and implement Policies which may set out the membership criteria to be met by ISA Members and the privileges and benefits of ISA Member membership in addition to those set out in this Constitution.

6.5. General

- (a) The Company must keep a register of all ISA Members in accordance with the *Corporations Act (Sect 168/169)*.
- (b) No ISA Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) No ISA Member shall, or purport to, assign the rights comprising or associated with membership to any other entity or person and any attempt to do so shall be void.
- (d) An ISA Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) An ISA Member must not act in a manner unbecoming of an ISA Member or prejudicial to the Objects and interests of the Company or Ice Skating, or both.



Constitution

6.6. Limited Liability

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

7. CESSATION OF MEMBERSHIP

7.1. Cessation

An ISA Member ceases to be a member on:

- (a) resignation, subject to **clause 7.2**;
- (b) termination of the membership according to this Constitution, the By-Laws or Policies;
- (c) the ISA Member being dissolved or otherwise ceasing to exist;
- (d) failure to renew membership; and
- (e) without limiting the foregoing:
 - (i) that ISA Member no longer meeting the requirements for membership according to **clause 6**; and
 - (ii) that ISA Member ceasing to be a member in accordance with **clause 9**.

Where an ISA Member ceases to be a member in accordance with this Constitution or the *Corporations Act*, the clubs and individual members of that ISA Member may continue to be recognised by the Company to the extent (if any) and for such time (if any) as is determined in the sole discretion of the Directors.

7.2. Resignation

- (a) Subject to **clause 7.2(b)**, for the purposes of **clause 7.1(a)**, an ISA Member may resign as a member of the Company by giving 14 days written notice to the Directors.
- (b) An ISA Member must not resign, and notice given under **clause 7.2(a)** is invalid, where an ISA Member is at the time of notice being given, subject to disciplinary proceedings under **clause 8.1**, including proceedings under a Policy. For the purpose of this clause, “subject to disciplinary proceedings” includes where a complaint or allegations have been made against, but not yet conveyed to, an ISA Member.



7.2. Resignation continued...

- (c) Where an ISA Member seeks to resign as a member of the Company the written notice must be accompanied by a copy of the special resolution passed by the ISA Member's members resolving that the ISA Member resign from the Company.

7.3 Forfeiture of Rights

An ISA Member that ceases to be a member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

8. GRIEVANCES AND DISCIPLINE OF MEMBERS

8.1. Jurisdiction

All ISA Members and their members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or this Constitution.

8.2. Policies

- (a) The Directors may cause or adopt a Policy or Policies:
 - (i) for the investigation, hearing and determination of –
 - A. complaints by an individual member that feels aggrieved by a decision or action of the Company or an ISA Member; and
 - B. disputes between ISA Members relating to the conduct or administration of Ice Skating;
 - (ii) for the discipline of individual members;
 - (iii) for the formation and administration of an appeals tribunal 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 individual members (except in respect of an ISA Member).
- (b) The Directors shall adopt the National Integrity Framework (NIF) Policies and the National Sports Tribunal (NST) as a regulatory control body.



Constitution

8.2 Policies continued...

- (c) The Directors may cause and adopt a policy under **clause 8.2(b)**, incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of clause **8.2(d)** and/or other Policies.
- (d) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director, an ISA Member or a member) that an individual member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution and Policies or any other resolution or determination of the Directors or any duly authorised Committee; or
 - (ii) acted in a manner unbecoming or prejudicial to the Objects and interests of the Company or Ice Skating, or both; or
 - (iii) prejudiced the Company or Ice Skating or brought the Company or Ice Skating or themselves 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.
- (e) Unless suspension is dealt with under a Policy, in which case the provisions regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 8**, a respondent may not participate in Ice Skating, 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.

9. TERMINATION OF MEMBERSHIP OF AN ISA MEMBER

9.1. Sanctions For Discipline of ISA Member

Without limiting matters that may be referred to in the Policies, any ISA Member that is determined by the Directors to have acted in a manner set out in **clause 9.2(b)** shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this **clause 9**).

9.2. Termination of Membership of ISA Members

- (a) No recommendation can be made by the Directors under this **clause 9** unless all avenues of appeal available to the relevant ISA Member have been exhausted.



9.2. Termination of Membership of ISA Members continued...

- (b) Subject to compliance with **clause 9.2(a)** (and the Policies), the Directors may recommend to a General Meeting to terminate the membership of an ISA Member.
- (c) Upon recommendation from the Directors under **clause 9.2(b)**, a General Meeting may, by Special Resolution, terminate the membership of an ISA Member.
- (d) Where the membership of an ISA Member is terminated in accordance with this **clause 9.2**, the Directors may admit another body, which meets the requirements in **clause 6.3(a)** as the ISA Member to represent the relevant state or territory.

10. FEES AND SUBSCRIPTIONS

10.1. Membership Fees

- (a) The Directors must determine from time to time:
 - (i) the amount of the annual subscription fee payable by each ISA Member;
 - (ii) any other amount to be paid by each ISA Member whether of a recurrent or any other nature; and
 - (iii) the payment method and the due date for payment.
- (b) Each ISA Member must pay to the Company the amounts determined under this **clause 10** in accordance with **clause 10.1(a)(iii)**.

10.2. Non-Payment of Fees

Subject to **clause 6.3(a)**, the right of an ISA Member to attend and vote at a General Meeting is suspended whilst the payment of any subscription or other amount exceeding 90 days, under **clause 10**, is owed to the Company.

10.3. Deferral or Reduction of Subscription

- (a) The Directors may defer the obligations of an ISA Member to pay a subscription or other amount or reduce (including to zero) the subscription or other amount payable by an ISA Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;



Constitution

10.3 Deferral or Reduction of Subscription continued...

- (ii) the Company will not be materially disadvantaged as a result; and
 - (iii) the ISA 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 an ISA Member under this **clause 10.3**, that ISA Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

11. GENERAL MEETINGS

11.1. Annual General Meeting

AGMs of the Company are to be held –

- (a) according to the *Corporations Act*;
- (b) at a date and venue determined by the Directors; and
- (c) within five (5) months of the end of the financial year.

11.2. Power to Convene a General Meeting

- (a) The Directors may convene a General Meeting, if considered advisable or appropriate, and must do so if required by the *Corporations Act*.
- (b) ISA Members may convene a General Meeting in accordance with the *Corporations Act*.

11.3. Notice of a General Meeting

- (a) Notice of a General Meeting of ISA Members must be given:
 - (i) to all appointed Delegates entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
 - (ii) in accordance with **clause 25** and the *Corporations Act*.



11.3 Notice of a General Meeting continued...

- (b) At least **45** days prior to the proposed date of the AGM, the Chairperson or Chair will request from ISA Members notices of motions, which must be received no less than **28** days prior to the AGM.
- (c) At least **21** 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 ISA 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.

11.4. No Other Business

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

11.5. Cancellation or Postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if considered advisable or appropriate, 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:

- (a) ISA Members according to the *Corporations Act*;
- (b) the Directors at the request of ISA Members; or
- (c) a court.



Constitution

11.6. Written Notice of Cancellation or Postponement of General Meeting

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

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

11.7. Contents of a Notice Postponing a 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.

11.8. Number of Clear Days for Postponement of a 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 12.8** or the *Corporations Act*.

11.9. Business at Postponed General Meeting

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

11.10. Delegate, Proxy or Attorney at Postponed General Meeting

Where:

- (a) by the terms of an instrument appointing a delegate, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing ISA Member to be held on a specified date or at a General Meeting(s) to be held on or before a specified date; and



11.10. Delegate, Proxy or Attorney at Postponed General Meeting continued...

- (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 ISA Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

11.11. Non-receipt of Notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission 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 if the notice was validly sent in accordance with **clause 25**.

11.12. Right to Appoint a Delegate

- (a) In this Constitution, an ISA Member is entitled to appoint an individual as a Delegate to attend General Meetings and exercise the ISA Member's powers in relation to resolutions to be passed at General Meetings:
 - (i) Each ISA Full Member may appoint a maximum of three (3) persons as Delegates to represent the ISA Member at General Meetings.
 - (ii) Each ISA Limited Member may appoint a maximum of one (1) person as a Delegate to represent the ISA Member at General Meetings.
- (b) The ISA Member must advise the Company Secretary (in writing) of the Delegate appointed by the ISA Member.
 - (i) The Company Secretary must record the contact details of the Delegate(s) for each ISA Member in the ISA Members Register.
 - (ii) The Delegate(s) must sign a consent form to be a delegate of the ISA Member.



Constitution

11.12 Right to appoint a Delegate continued...

- (c) A Delegate must be a member of an ISA Member and shall cease to be a Delegate subject to this Constitution and **clause 7.1** if:
 - (i) the person is elected to the Board of Directors;
 - (ii) the person fills a casual vacancy on the Board of Directors; or
 - (iii) the ISA Member withdraws the nomination and appoints another Delegate.
- (d) In addition to each ISA Member's appointed Delegate(s), each ISA Member shall be entitled to appoint a maximum of three (3) Observers to attend meetings on the ISA Member's behalf but not vote.

11.13. Right to Appoint a Proxy

- (a) An ISA Member entitled to attend a General Meeting of the Company 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 ISA Member at any time by notice in writing to the Company.

11.14. Form of Proxy

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

11.15. Attorney of an ISA Member

An ISA Member may appoint an attorney to act on the ISA Member's behalf at all or any meetings of the Company.

11.16. Lodgment of Proxy or Attorney Documents

- (a) A proxy or attorney may vote at a General Meeting or an adjourned or postponed meeting 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 Company:



11.16 Lodgment of Proxy or Attorney Documents continued...

- (i) at the office, the email or other 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 Company.

11.17. Authority Given by Appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by an ISA Member confers authority on a proxy or attorney:
- (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 or attorney 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.



Constitution

11.17 Authority Given by Appointment continued...

- (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 ISA Member that made the appointment.
- (e) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (f) If a proxy is appointed to vote on a particular resolution by more than one (1) Delegate 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.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1. Number for a Quorum

A quorum is 50% + 1 of the maximum number of Delegates appointed by ISA Members under **clause 11.12**: three (3) per ISA Full Member and one (1) per ISA Limited Member who must be present and eligible to vote at a General Meeting.

12.2. Requirements of a Quorum

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

12.3. Quorum and Time

- (a) 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, ISA Members, is dissolved; and
 - (ii) in any other case stands adjourned to such other day, time and place as the chair determines.

12.4. Adjourned Meeting

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



12.5. Chairperson to Preside over General Meeting

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

12.6. Conduct of General Meetings

- (a) The Chair
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which 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 considered necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this **clause 12.6** is final.

12.7. Adjournment of General Meeting

- (a) The Chair may, with the consent of any General 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 to either a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Delegates present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.



Constitution

12.8. Notice of Adjourned Meeting

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

12.9. Questions Decided by Majority

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

12.10. Equality of Votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution may be presented again.

12.11. Declaration of Results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless 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 Company, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.



12.12

Poll

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

12.13.

Objection to Voting Qualification

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

12.14.

Chair to Determine any Poll Dispute

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

12.15

Electronic Voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.



Constitution

13. VOTES OF ISA MEMBERS

13.1 Voting Rights of ISA Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the ISA Members shall have the votes set out in this **clause 13.1**.
- (b) ISA Members, that, subject to this Constitution, and **clause 11.12(a)** shall have the right to receive notice of, attend, and vote at General Meetings:
 - (i) Delegates or proxies of ISA Members shall have the right to receive notice of, attend, and vote at General Meetings in accordance with **clause 11.12(a)**; and
 - (ii) Only one (1) vote is allocated to each registered Delegate or proxy of an ISA Member in accordance with **clause 11.12(b)**.
- (c) Only Delegates or proxies shall be entitled to vote at General Meetings.
- (d) All Delegates or proxies must be at least eighteen (18) years old at the time of their appointment.
- (e) Each of the following persons shall not be entitled to vote at General Meetings:
 - (i) Board Directors, that, subject to this Constitution, shall have the right to receive notice of, attend, but not vote;
 - (ii) Committees Chairs, that, subject to this Constitution, shall have the right to receive notice of, attend but not vote unless attending as a Delegate of an ISA Member; and
 - (iii) ISA Members and their members are entitled to attend as Observers but not vote unless attending as a Delegate of an ISA Member.

13.2 Election of Directors

- (a) Elections for Elected Directors shall be by closed ballot in accordance with this **clause 13.2** at the relevant General Meeting.



13.2. Election of Directors continued...

- (b) The ballot for an election to fill one (1) or more Elected Director positions will be conducted in accordance with the following procedure:
 - (i) if at the close of nominations for an election to fill one (1) or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and
 - (ii) if at the close of nominations for an election to fill one (1) or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a closed ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two (2) or more nominees get the same number of votes and at the relevant time there is only one (1) Elected Director position to be filled then the Chair is to draw the name of one (1) of those nominees by lot. That nominee is to be elected as an Elected Director.

13.3. Resolutions not in General Meeting

- (a) If all Delegates entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company upon a simple majority of votes.
- (b) For the purposes of **clause 13.3(a)**, two (2) or more separate documents containing statements in identical terms, each of which is signed by one (1) or more Delegates entitled to vote, are deemed together to constitute one (1) document containing a statement in those terms signed by those Delegates on the respective days on which they signed the separate documents.
- (c) Email or other form of visible or other electronic communication under the name of Delegate(s) is deemed to be a document in writing signed by that Delegate(s) for the purpose of this clause following a resolution of the Directors.



Constitution

14. STAKEHOLDER FORUM

14.1 Power to Convene Stakeholder Forums

The Directors, in consultation with all ISA Members, may from time to time convene a Stakeholder Forum to proactively engage and collaborate with the Delegates.

14.2 Notice of Stakeholder Forums

- (a) The Directors may determine the notice provided to ISA Members for a proposed Stakeholder Forum, including the period and method of notice.
- (b) The notice may include the purpose and intent of a particular Stakeholder Forum, including any proposed items for discussion which were not included in the notice issued under **clause 14.2**.

14.3 Conduct of a Stakeholder Forum

- (a) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors.
- (b) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (c) There is no quorum requirement for a Stakeholder Forum.
- (d) Items for discussion which were not included in the notice issued under **clause 14.2** (if any) may, with the permission of the chair, be raised for discussion.

15. BOARD OF DIRECTORS

15.1. Number of Directors

- (a) There must be not less than five (5) Directors and not more than nine (9) Directors, the majority of whom must ordinarily reside in Australia.
- (b) Subject to **clause 15.1(a)**, not more than five (5) Directors are to be elected by the Delegates and not more than four (4) Appointed Directors under **clause 15.11**.



15.2 Transitional Provisions of Directors

- (a) The Directors in office immediately prior to registration of the Company are the First Directors.
- (b) Notwithstanding anything in this Constitution but subject always to **clause 15.2(b)(v)**:
 - (i) immediately upon registration of the Company as a company under the *Corporations Act*:
 - A. the First Director listed in item 2 of SCHEDULE 1 will automatically cease to hold office and may only be elected or appointed as a Director in future subject to this Constitution, including in particular **clause 15.9(c)**;
 - B. the First Director listed in item 6 of SCHEDULE 1 will automatically cease to hold office and may only be elected or appointed as a Director in future subject to this Constitution, including in particular **clause 15.3(b)(v)**; and
 - (ii) at the conclusion of the 2025 AGM;
 - A. the First Director listed in item 1 of SCHEDULE 1 will retire from office and may only be elected or appointed as a Director in future subject to the terms of this Constitution, including in particular **clause 15.9(c)**;
 - B. one (1) elected Director will be elected in accordance with this constitution; and
 - (iii) at the conclusion of the 2026 AGM;
 - A. the First Directors listed in items 4 and 5 of SCHEDULE 1 will each retire from office and are eligible for re-election subject to this Constitution, including in particular **clause 15.3**;
 - B. two (2) Elected Directors will be elected in accordance with this Constitution; and
 - (iv) at the conclusion of the 2027 AGM;
 - A. the First Directors listed in items 3 and 7 of SCHEDULE 1 will each retire from office and are eligible for re-election subject to this Constitution;
 - B. two (2) Elected Directors will be elected in accordance with this Constitution; and



Constitution

15.2 Transitional Provisions of Directors continued...

- (v) **clause:**
 - A. **15.3(b)(ii)** has no effect and does not apply to each of the First Directors listed in items 3, 4, 5 and 7 of SCHEDULE 1 until the conclusion of the 2025 AGM, at which time it immediately has effect and applies to each of those First Directors;
 - B. **15.9** has no effect and does not apply to the First Director listed in item 1 of SCHEDULE 1 until the conclusion of the 2025 AGM, at which time it immediately has effect and applies to that First Director; and
- (vi) **Clause 15.10** applies if a First Director vacates office prior to the end of their term as a First Director as outlined in this **clause 15.2(b)**.

15.3. Eligibility

- (a) Elected Directors may be a member of an ISA Member or their members but are not required to be.
- (b) For the period from the date of this Constitution, the following are deemed a disqualifying position if a person:
 - (i) is an employee of the Company, an ISA Member or a club; or
 - (ii) holds an Official Position with an ISA Member or a club; or
 - (iii) was a Director of the Company and **clause 15.9** applies; or
 - (iv) was a CEO of the Company at any time within the period beginning one year prior to the date of their proposed appointment or elections of a Directors of a Director; or
 - (v) is a current coach registered with a professional skaters association in the relevant state or territory; or
 - (vi) receives remuneration from ownership or management of an ice rink, ice show or skating exhibition tour.
- (c) A Director that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.
- (d) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.



15.3. Eligibility continued...

- (e) No person shall be eligible to stand for an Elected Director position if in breach of **clause 15.9** during the proposed term of office.
- (f) The Directors may determine position or role descriptions or necessary qualifications for Director positions.
- (g) The Directors and Nominations Committee should consider a balanced gender composition on the Board.

15.4. Nominations Committee

- (a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the ISA Members (as applicable) but only if this decision is unanimous.
- (b) The Nominations Committee shall comprise three (3) persons, all appointed by the Directors including an independent chair, an ISA Member representative and a Director. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee terms of reference.
- (c) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.
- (d) The Directors and Nominations Committee must use reasonable endeavours to ensure gender balance of Directors and that the gender composition of Directors is in accordance with any equity policy adopted by the directors.
- (e) When assessing nominees for Director vacancies, the Nominations Committee must comply with **clause 15.3(g)**.

15.5. Nomination for Election

- (a) At least 45 days prior to the proposed date of the AGM, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company Secretary will request from ISA Members nominations (that comply with this **clause 15.5** for elections to positions falling vacant), that must be received no later than 28 days prior to the AGM.



Constitution

15.5. Nomination for Election continued...

- (b) The Board of Directors may nominate a member of an ISA Member to fill a casual vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
 - (i) be in the form required by the Directors;
 - (ii) signed by two (2) authorised ISA Member representatives; and
 - (iii) signed and accepted by the nominated member.

15.6. Term of Office of Directors Generally

Subject to this Constitution and **clauses 15.2, 15.8, 15.9 and 15.10**, an Elected Director will hold office for a term of three (3) years.

15.7. Office Held until end of Meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 15.9**, is eligible for re-election.

15.8. Elected Director Elected at General Meeting

- (a) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the ISA Members conducted in accordance with **clause 13.2** to fill the vacancy by electing a member to that office.

- (b) Subject to **clauses 15.8(c), 15.9 and 15.14**, an Elected Director elected under this **clause 15.8** takes office at the end of the meeting for an elected period of three (3) years.
- (c) An Elected Director elected under **clause 15.8(a)(ii)** is elected for the remainder of the term of office of the vacancy.



15.9 Maximum Consecutive Years in Office for Directors

- (a) Subject to **clause 15.9(d)**, a Director must not serve more than ten (10) consecutive years as a Director, including where one (1) or more of the years is as an Appointed Director.
- (b) For the purpose of clause **15.9(a)**, where service:
 - (i) by a person as a Director under this Constitution is for a period less than three (3) years:
 - A. if the service is less than one (1) year, it will be treated as one (1) full year;
 - B. if the service is between one year (1) and two (2) years, it will be treated as two (2) full years;
 - C. if the service is between two (2) years and three (3) years, it will be treated as three (3) full years; and
 - (ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 15.9(a)**, rounded up to the nearest full year.
- (c) A Director who has served the maximum number of years in accordance with **clause 15.9(a)** shall not be eligible to be a Director for three (3) years following the completion of their maximum term.
- (d) A Director may serve as a Director for a maximum of twelve (12) years if appointed as the Chair in what is or must be their second last or last consecutive term.

15.10 Casual Vacancy in Ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 15.14**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 15.10(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, is eligible for re-election.



Constitution

15.11. Appointed Directors

- (a) In addition to the Elected Directors, the Directors may appoint up to four (4) persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors" under **clause 15.1(b)**.
- (b) Subject to **clauses 15.9** and **15.14**, an Appointed Director holds office for a term determined by the Directors not to exceed three (3) years and the appointment will be on such terms as determined by the Directors.
- (c) A person may only serve six (6) consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 15.9**, are otherwise eligible to be elected to an Elected Director position.
- (d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 15.14**) in the rank of the Appointed Directors on whatever terms the Directors decide.

15.12. Remuneration of Directors

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

15.13. Removal of Director

- (a) A Director may be removed by ISA Members in accordance with the *Corporations Act*.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 15.13(a)** cannot be re-appointed as a Director within three (3) years of their removal under the *Corporations Act*.



15.14. Vacation of Office

The office of a Director becomes vacant in accordance with the *Corporations Act* and also if the Director:

- (a) dies;
- (b) is removed in accordance with **clause 15.13**;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 15.3** and does not resign from that position within 30 days;
- (f) is absent at three consecutive Directors' meetings without leave of absence from the Directors; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act or the Directors.

15.15. Alternate Director

A Director may not appoint an alternate Director.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Directors to Manage the Company

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

16.2 Specific Powers of Directors

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



Constitution

16.3 Time

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

16.4. Appointment of an Attorney

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions as considered reasonable and appropriate.

16.5. Provisions in a Power of Attorney

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

16.6. Delegation of Powers

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to any other person as the Directors consider reasonable and appropriate.
- (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.



16.6. Delegation of Powers continued...

- (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.

16.7. Code of Conduct and Board Charter

The Directors must:

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

16.8. Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time.

17. PROCEEDINGS OF DIRECTORS

17.1. Directors Meetings

- (a) Subject to **clause 17.1(b)** the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as considered reasonable and appropriate.
- (b) The Directors must meet at least six (6) times every year.

17.2 Questions Decided by Majority

A question arising at a Directors' 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 (1) vote on a matter arising for decision by Directors.



Constitution

17.3 Chair's Casting Vote

The Chair of the meeting will not have a casting vote.

17.4. Quorum

Five (5) Directors present in person and/or via technology as determined by the Directors constitutes a quorum.

17.5 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 number 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.

17.6 Convening Meetings

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



17.7 Chair / Deputy Chair

- (a) The Chairperson must be elected by the Board by a majority vote at the first Board meeting after the AGM.
- (b) The Director elected to be Chairperson under **clause 17.7(a)** will, subject to remaining a Director, remain the Chairperson for one (1) year from the date of their election until the term of office ends at the AGM, subject to **clause 14.14**, and shall chair any meeting of Directors.
- (c) Despite **clause 17.7(b)**, if:
 - (i) there is no person elected as Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson is unwilling to act,

then the Directors present may elect one of their number to be chair of the meeting.

- (d) A Director elected as Chairperson may be re-elected as Chairperson subject to this constitution and **clause 15.9**.

17.8 Circulating 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 (not being less than the number required for a quorum at a meeting of Directors) 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. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 17.8(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the majority of Directors vote in favour of the resolution set out in the document or agree to the resolution by email or another form of electronic communication as determined by the Board.



Constitution

17.9 Validity of Acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered that the person(s) were deemed ineligible to act at a later date.

17.10 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest related party transaction, as defined by the *Corporations Act (Sect 191)*, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 17.10(a)**.
- (c) Where a Director declares a material personal interest or becomes aware of a personal interest in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter and must declare an absence from discussion of such matter and shall not be entitled to debate or vote in respect of such matter unless otherwise determined by the Directors.
- (d) 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.
- (e) The Company Secretary shall maintain a register of declared interests.

17.11 Minutes

The Directors must cause minutes of meetings to be made and kept in accordance with the *Corporations Act*.



18. VIRTUAL MEETINGS OF THE COMPANY

18.1 Virtual Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:
 - (i) the number of Delegates 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 Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 18**.

18.2 Conduct of Virtual Meeting

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

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



Constitution

19. CHIEF EXECUTIVE OFFICER

19.1 Appointment of a CEO

The directors may appoint a CEO and review their performance in accordance with a CEO performance review process adopted by the Board.

19.2 Powers, Duties and Authorities of a CEO

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

19.3 Suspension and removal of a CEO

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

19.4 Delegation by Directors to a CEO

The Directors may delegate to the CEO 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 Company. 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 Company;
- (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 Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.



19.5 CEO to attend meetings

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

20. COMPANY SECRETARY

20.1 Appointment of a Company Secretary

- (a) There must be at least one Company Secretary who shall be appointed by the Directors and must ordinarily reside in Australia under the *Corporations Act*.
- (b) The Company Secretary must sign a consent form to act as Secretary prior to appointment which must be kept by the Company.

20.2 Suspension and Removal of a Company Secretary

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

20.3 Powers, Duties and Authorities of a Company Secretary

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

21. COMMITTEES

21.1 Committees

- (a) The Directors may delegate any of their powers to Committees consisting of those persons they deemed capable or suitable in a particular area of expertise (including Directors, individuals and consultants), and may vary or revoke any delegation.
- (b) The duties and functions of the Committee shall be defined in the Committee terms of reference.



Constitution

21.2 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 Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

21.3 Committee Meetings

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

21.4 Finance, Audit and Risk (FAR) Committee

- (a) A FAR Committee shall be established by the Directors.
- (b) The composition, duties and functions of the FAR Committee shall be defined in the FAR Committee terms of reference.

22. BY-LAWS AND POLICIES

22.1 Making and Amending By-Laws and Policies

- (a) In addition to the policies made under **clause 8.2**, the Directors may from time to time cause By-Laws and Policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those By-Laws and Policies.
- (b) The By-Laws and Policies referred to in **clause 8.2** and **22.1(a)** will be effective from the date decided by the Board and shall be in force and effect on that date.



22.2 Effect of By-Laws and Policies

- (a) A By-Law and Policy:
- (i) is subject to this Constitution;
 - (ii) must be consistent with this Constitution;
 - (iii) when in force, is binding on all ISA Members and their members and has the same effect as a provision in this Constitution; and
 - (iv) may be overruled if a resolution to that effect is passed by the ISA Members at a General Meeting.

23. INSPECTION OF RECORDS

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

24. ACCOUNTS

24.1 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*.

24.2 Auditor

A properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the *Corporations Act*.

25. SERVICE OF DOCUMENTS

25.1 Document Includes Notice

In this **clause 25**, document includes a notice.



Constitution

25.2 Methods of Service on an ISA Member

The Company may give a document to an ISA Member:

- (a) personally;
- (b) by sending it by post to the address for the ISA Member in the Register or an alternative address nominated by the ISA Member; or

by sending it to an email or other electronic address nominated by the ISA Member.

25.3 Methods of Service on the Company

An ISA Member may give a document to the Company:

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

25.4 Post

A document sent by post if sent to an address:

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

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

25.5 Electronic Transmission

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

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



26. INDEMNITY

26.1 Indemnity of Officers

- (a) This **clause 26** applies to every person who is or has been:
- (i) a Director or Company Secretary of the Company; and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the 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 26**.

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

Unless:

- (i) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (ii) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute

26.2 Insurance

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

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



Constitution

26.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 26.1** on the terms the Directors consider reasonable and appropriate, and subject to consistency with **clause 26**.

27. WINDING UP

27.1 Contributions of ISA Members Winding Up

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

27.2 Excess Property on Winding Up

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



28. TRANSITIONAL PROVISIONS

28.1 Interpretation

- (a) Subject to this clause, transitional provision means the transfer of the Company from an Incorporated Association to a Company Limited by Guarantee.
- (b) This **clause 28** applies notwithstanding any other provision in this Constitution.
- (c) Where there is any inconsistency between this **clause 28** and any other clause in the Constitution, the provisions in this clause will prevail to the extent of the inconsistency.

28.2 First Chair

- (a) Notwithstanding **clause 17.7**, from the Company's registration as a company under the *Corporations Act* until the conclusion of the 2025 AGM of the Company, the Chair is the First Director listed in item 1 of SCHEDULE 1.
- (b) From the conclusion of the 2025 AGM, or if the First Director listed in item 1 of SCHEDULE 1 ceases to be a Director prior to the conclusion of the 2025 AGM, the Chair will be elected by the Board in accordance with **clause 17.7**.

28.3 Miscellaneous

- (a) All By-Laws, Policies and Regulations of the Company in force at date of Registration of the Company, insofar as such By-laws, Policies and Regulations are not inconsistent with, or have not been replaced by this Constitution shall be deemed to be By-Laws, Policies and Regulations under **clause 22**.
- (b) All ISA Members who are, prior to Registration of the Company, members of the organisation shall be deemed members of the Company in the equivalent membership category, from the time of Registration of the Company under the *Corporations Act*.

29. Change History

Date	Change	Description
September 16 th , 2024	Adopted	ISA Constitution (Company Limited by Guarantee). Transition from Incorporated Association.



Constitution

30. ANNEXURE A

30.1 ISA Members

As at the adoption of this constitution, the First Elected ISA Members are:

- (a) Australian Capital Territory Ice Skating Association Incorporated;
- (b) Figure Skating Association Northern Territory Incorporated;
- (c) Ice Skating Queensland Incorporated;
- (d) Ice Skating Victoria Incorporated;
- (e) New South Wales Ice Skating Association Incorporated;
- (f) South Australian Ice Skating Association Incorporated;
- (g) The Figure Skating Association of Tasmania Incorporated; and
- (h) The Western Australian Ice Skating Association Incorporated.



31. ANNEXURE B

31.1 ISA Full Membership

As at the adoption of this constitution, the following states or territories hold an ISA Full Membership:

- (a) Australian Capital Territory Ice Skating Association Incorporated;
- (b) Ice Skating Queensland Incorporated;
- (c) Ice Skating Victoria Incorporated;
- (d) New South Wales Ice Skating Association Incorporated;
- (e) South Australian Ice Skating Association Incorporated; and
- (f) The Western Australian Ice Skating Association Incorporated.

31.2 ISA Limited Membership

As at the adoption of this constitution, the following states or territories hold an ISA Limited Membership:

- (a) Figure Skating Association Northern Territory Incorporated; and
- (b) The Figure Skating Association of Tasmania Incorporated.



Constitution

32. SCHEDULE 1

32.1 First Directors

ISA First Directors (Items):

1. Wendy Meik
2. Peter Lynch
3. Cheryl McKewen
4. Peter Marcovich
5. Diane Di Gemma
6. John Dunn
7. Moira Henningsen