

**SOUTH AUSTRALIAN GLIDING ASSOCIATION CONSTITUTION**

1. **DEFINITIONS AND INTERPRETATION**
	1. In this Constitution, unless the contrary intention appears:

“**Act**” means the Associations Incorporation Act 1985 (SA).

“**Annual General Meeting**” means an annual meeting of all Members of the Association.

“**Association**” means the South Australian Gliding Association Incorporated.

“**Club**” means a gliding club which is affiliated with GFA.

“**Committee**” means the body consisting of the Committee Executive and the Delegates.

“**Committee Executive**” shall mean President, Vice President, Treasurer and Secretary of the Association.

“**Committee Meeting**” means a meeting from time to time of the Committee Executive and the Delegates

“**Constitution**” means this Constitution of the Association.

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

“**Financial year**” means the period of 12 months commencing on 1 July and ending on 30 June each year.

“**GFA**” means Gliding Federation of Australia.

“**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 Association or any activity of or conducted, promoted or administered by the Association in the Region.

“**Member**” means a Club for the time being affiliated with the Association.

“**Meeting**” means an Annual General Meeting, Committee Meeting or a Special General Meeting.

“**Objectives**” means the objectives of the Association as set out in clause 2.

“**Regulation**” means any regulations made by the Committee in accordance with clause 28.

“**Region**” means South Australia and the Northern Territory.

“**Special General Meeting**” means a general meeting of all Members of the Association other than the Annual General Meeting.

“**Special Resolution**” means a special resolution defined in the Act.

* 1. In this Constitution:
1. A reference to a function includes a reference to a power, authority and duty.
2. A reference to the exercise of a function includes, where the function is a power authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
3. Words importing the singular include the plural and vice versa.
4. Words importing any gender include the other genders.
5. References to persons include corporations and bodies politic.
6. References to a person include the legal personal representatives, successors and permitted assigns of that person.
7. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re- enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
8. A reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
	1. If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.
	2. Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.
9. **OBJECTIVES**
	1. The objectives of the Association are to:
10. Conduct, encourage, promote, advance and administer gliding throughout the Region.
11. Maintain and enhance the Association, its standards, quality and reputation for the benefit of Members and gliding.
12. Promote mutual trust and respect between the Association, GFA and Members in pursuit of these objectives.
13. Act on behalf of, and in the interest of, Members and gliding in the Region.
14. Affiliate and liaise with GFA on behalf of the Members to further these objectives and gliding.
15. Use and protect the Intellectual Property.
16. Abide by, promulgate, and encourage uniformity in the application of the rules and policies of gliding as may be determined from time to time by GFA and as may be necessary for the management and control of gliding and related activities in the Region.
17. Advance the operations and activities of the Association throughout the Region.
18. Foster, regulate, organise and manage competitions, displays and other activities associated with gliding in the Region, and to issue badges, medallions, certificates and trophies as appropriate.
19. Review and/or determine any matters relating to gliding which may arise, or be referred to it, by any Member.
20. Act as arbiter on request on matters pertaining to the conduct of gliding in the Region, including disciplinary matters.
21. Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of gliding in the Region.
22. Represent the interests of Members and of gliding generally in any appropriate forum in the Region.
23. Do all that is reasonably necessary to enable these objectives to be achieved and enable Members to receive the benefits which these objectives are intended to achieve.
24. Seek to obtain and improve facilities for the enjoyment of gliding in the Region.
25. **POWERS OF THE ASSOCIATION**

3.1 Solely for furthering the Objectives, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act 2001 (Cth).

1. **MEMBERS**

4.1 The Members of the Association shall consist of gliding related bodies located in the Region, and affiliated with GFA. Membership of the Association is automatically granted to bodies meeting these criteria.

4.2 Each Member shall be represented by up to two Delegates being members of both GFA and their club, who shall have the right to receive notice of Meetings and to be present, debate and vote on behalf of their club at Meetings.

4.3 If a Club dis-affiliates with GFA it cannot continue as a Member.

1. **REGISTER OF MEMBERS**

5.1 The Association shall keep and maintain a register in which shall be entered (as a minimum):

* + 1. The name, address and date of entry to membership of each Member.
		2. The name and contact details of each Delegate.
		3. Where applicable the date of termination of membership of any Member.

5.2 Members and Delegates shall provide notice of any change in required details to the Association within one month of such change.

1. **EFFECT OF MEMBERSHIP**

6.1 Each Member will:

* + 1. Comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority.
		2. Be subject to the jurisdiction of this Association in respect of the promotion and administration of gliding in the Region.
		3. Be entitled to all benefits, advantages, privileges and services of Association membership.
1. **DISCONTINUANCE OF MEMBERSHIP**

7.1 A Member may resign or withdraw from membership of the Association by giving notice in writing to the Association.

7.2 Membership of the Association may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, and failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised sub-committee.

7.3 Membership shall not be discontinued by the Committee without the Committee first giving the Member the opportunity to explain and/or remedy the breach.

7.4 Membership of the Association may be discontinued by the Committee if a Club has not re- affiliated with GFA within one month of re-affiliation falling due.

7.5 A Member whose membership has been discontinued under this clause:

* + 1. May seek renewal or re-apply for membership in accordance with this Constitution.
		2. May be re-admitted at the discretion of the Committee

7.6 A Club which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association, including representation rights on the Committee and at Meetings, and shall not use any property of the Association including intellectual property, tools or equipment. Any Association documents, records or other property in the possession, custody or control of that Club shall be returned to the Association immediately.

7.7 Membership fees or subscriptions paid by the discontinued Member will not be refunded.

1. **DISCIPLINE**

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

1. Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised sub-committee;
2. Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association and/or gliding; or
3. Brought the Association, GFA, any other Member or gliding into disrepute;

the Committee may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to and submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations.

8.2 The Committee may appoint a judiciary committee to deal with any disciplinary matter referred to it.

1. **SUBSCRIPTIONS AND FEES**

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

1. **POWERS OF THE COMMITTEE**

10.1 Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Committee. In particular, the Committee shall be responsible for acting in accordance with the objectives and shall operate for the benefit of Members.

1. **COMPOSITION OF THE COMMITTEE**

11.1 The Committee shall comprise:

1. Four elected Committee Executive members, who must all be individual members of GFA and a Member, and who shall be elected under clause 12.
2. Up to two Delegates from each Member, who must each be individual members of GFA and the Member, and who shall be nominated by the Member.
3. Regional Officers appointed by GFA.

11.2 The Committee will allocate portfolios to Committee members in accordance with the Constitution.

1. **ELECTION OF THE COMMITTEE EXECUTIVE**

12.1 Nominations for Committee Executive positions shall be called for 28 days prior to the Annual General Meeting.

12.2 Nominees for Committee Executive positions must declare any other position they hold in the Region or a club including as an officer (howsoever described including as a Delegate).

12.3 Nominations must be:

1. In writing.
2. Certified by the nominee expressing their willingness to accept the position for which they are nominating.
3. Delivered to the Secretary of the Association prior to the Annual General Meeting.

12.4 Nominations may be accepted at the meeting at the discretion of the Chairman.

12.5 Elections

1. If only one nomination is received for a Committee Executive position the nominee shall be declared elected.
2. If there are no nominations received to fill a Committee Executive position, the position will be deemed a casual vacancy.
3. If more than one nomination is received for a Committee Executive position voting shall be by secret ballot.
4. Voting shall be conducted in such manner and by such method as may be determined by the Committee from time to time.

12.6 Committee Executive members shall be elected for a term of one year. Subject to provisions in this Constitution relating to early retirement or removal of Committee members, Committee Executive members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting following.

1. **VACANCIES ON THE COMMITTEE**

13.1 Any casual vacancy occurring in the Committee Executive may be filled as a casual vacancy by the Committee.

13.2 Any casual vacancy occurring in a Delegate position on the Committee may be filled by the relevant Member providing written notification of another Delegate.

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

1. Dies.
2. Becomes bankrupt or makes any arrangement or composition with their creditors generally.
3. Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health.
4. Resigns their office in writing to the Association.
5. Is absent without notice to the Committee from two consecutive meetings of the Committee.
6. Is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest.
7. In the opinion of the Committee (but subject always to this Constitution)
	1. Has acted in a manner unbecoming or prejudicial to the objects and interests of the Association; or
	2. Has brought the Association into disrepute.
8. Is removed by special resolution.
9. Would otherwise be prohibited from being a Committee member of a corporation under the Corporations Act 2001 (Cth).
10. Notwithstanding anything appearing elsewhere in this clause, no person may continue in any particular position in the Committee Executive of SAGA for a period exceeding five years.

13.4 In the event of a casual vacancy in an office of the Committee Executive, the remaining Committee may act, but if the number of remaining Committee is not sufficient to constitute a quorum at a meeting of the Committee, they may act only for the purpose of increasing the number of Committee members to a number sufficient to constitute such a quorum.

1. **PROCEEDINGS OF THE COMMITTEE**

14.1 The Committee shall meet as often as is deemed necessary for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit.

14.2 Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes, and a determination of a majority of Committee members shall for all purposes be deemed a determination of the Committee. Where voting is equal the motion will be lost.

14.3 A resolution in writing signed or assented to by any form of visible or other electronic communication by all the Committee shall be as valid and effectual as if it had been passed at a meeting of Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee.

14.4 Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee members is not physically present at the meeting, provided that:

1. All persons participating in the meeting are able to communicate with each other effectively whether by means of telephone or other form of communication;
2. If a failure in communications prevents all Committee members present from participating fully in the meeting, then the meeting shall be suspended until the failure is rectified. If the failure cannot be rectified within thirty minutes from the interruption the meeting shall be deemed to have been adjourned, and will be rescheduled as necessary.

The meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

14.5 Unless all Committee members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than five days’ written notice of the meeting of the Committee shall be given to each Committee member. The agenda shall be forwarded to each Committee member not less than five days prior to such meeting.

14.6 A Committee member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested, or from contracting with the Association either as vendor, purchaser or otherwise, except with express approval of the Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Committee member is in any way interested will be void unless approved by the Committee.

14.7 A Committee member shall declare their interest in any matters relating to contracts, selection, discipline or finances in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Committee, absent them self from discussion of such matters, and shall not be entitled to vote in respect of such matters. In the event of any uncertainty as to whether it is necessary for a Committee member to absent them self from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

14.8 The nature of the interest of such Committee member must be declared by the Committee member at the meeting of the Committee at which the relevant matter is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Committee after the acquisition of the interest. If a Committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee member becomes so interested.

14.9 All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

14.10 A general notice that a Committee member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration as regards such Committee member and the said transactions. After such general notice it is not necessary for such Committee member to give a special notice relating to any particular transaction with that firm or company.

14.11 Any declaration or disclosure made or any general notice given by a Committee member must be recorded in the minutes of the relevant meeting.

1. **DELEGATIONS**

15.1 The Committee may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Committee determines from time to time. In exercising its power under this clause the Committee must take into account broad stakeholder involvement.

15.2 The Committee may delegate such functions as are specified in the delegation instrument, other than:

1. This power of delegation
2. A function imposed on the Committee by the Act or any other law, or this Constitution, or by resolution of the Association in General Meeting.

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

15.4 The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under clause 14. The entity exercising delegated powers shall make decisions in accordance with the objectives, and shall promptly provide the Committee with details of all material decisions and shall provide any other reports, minutes and information as the Committee may require from time to time.

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

15.6 The Committee may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

1. **ANNUAL GENERAL MEETING**

16.1 An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Committee.

16.2 The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee, the election of Committee Executive under this Constitution, and the appointment of the auditors where required.

1. **SPECIAL GENERAL MEETINGS**

17.1 The Committee may, whenever it thinks fit, convene a Special General Meeting of the Association.

17.2 The Committee shall on the requisition in writing of not less than two Members convene a Special General Meeting.

17.3 The requisition for a Special General Meeting shall state the objective(s) of the meeting, shall be signed by the Delegates of the Members making the requisition, and may consist of several documents in a like form, each signed by one or more of the Delegates of the Members making the requisitions.

17.4 If the Committee do not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than one month after that date.

17.5 A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee.

1. **NOTICE OF MEETINGS**

18.1 Notice of every Meeting shall be given to every Delegate, Committee member, GFA regional position holder, officer appointed by SAGA and Members, at the address appearing in the register kept by the Association. No other person shall be entitled as of right to receive notices of Meetings.

18.2 A notice of a Meeting shall specify the place and day and hour of meeting, and the business to be transacted at the Meeting.

18.3 Members may submit notices of motion for inclusion at a Meeting. Such notices must be in writing.

18.4 At least five days’ notice of a Meeting shall be given, together with:

1. The agenda for the meeting
2. Any notice of motion received from members entitled to vote.

18.5 Where a notice is sent by post, it will be deemed to have been effected three days after posting. Where a notice is sent by email, it will be deemed to have been effected the day after it was sent.

1. **PROCEEDINGS AT MEETINGS**

19.1 No business shall be transacted at any Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for Meetings shall be five persons entitled to vote, unless otherwise determined in accordance with clause 19.2.

19.2 If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place, or to such other day and at such other time and place as the chairperson may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will proceed with the number of Members present deemed to constitute a quorum.

19.3 The President of the Association will act as chair of any Meeting at which he or she is present. If the President is not present, or is unwilling or unable to preside at a Committee meeting the Vice President shall preside as chair for that meeting only.

19.4 At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a secret ballot is demanded by the chairperson or a simple majority of Delegates.

19.5 A declaration by the chairperson that a resolution has been carried and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

1. **VOTING AT MEETINGS**

20.1 The Committee Executive members shall be entitled to one vote each unless they are also a Delegate in which case that Committee Executive member shall have two votes.

20.2 Each Delegate shall be entitled to one vote.

20.3 No other person or entity shall be entitled to vote.

20.4 Where the votes for and against a motion are equal, the chairperson will not have a casting vote and the motion will be lost.

1. **PROXY VOTING**

21.1 Proxy voting shall be permitted at all Meetings.

21.2 In the event of a Delegate being unable to attend a meeting the Delegate or the Member may appoint a proxy, who must be a member of both GFA and the Member. In the absence of evidence to the contrary a person who attends the meeting and claims to hold the proxy appointment shall be accepted as such.

21.3 No Delegate shall exercise more than one proxy vote at any one time.

21.4 A Delegate shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

1. **GRIEVANCE PROCEDURE**

22.1 The grievance procedure set out in this rule applies to disputes under these rules between a Member and another Member or the Association.

22.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

22.3 If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten days, refer the dispute to the State Sport Dispute Centre for resolution.

22.4 The Committee may prescribe additional grievance procedures in regulations consistent with this clause.

1. **RECORDS AND ACCOUNTS**

23.1 The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Committee.

23.2 Proper accounting records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Committee Executive.

23.3 The Association shall retain such records for five years after the completion of the transactions or operations to which they relate.

23.4 The Committee Executive shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

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

23.6 All cheques and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Committee members, or in such other manner as the Committee determines.

1. **APPLICATION OF INCOME**

24.1 The income and property of the Association shall be applied solely towards the promotion of the objectives.

24.2 Except as prescribed in this Constitution or the Act:

1. No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Delegate; and
2. No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Delegate who holds any office of the Association.

24.3 Nothing shall prevent payment in good faith of or to any Member or Delegate for:

1. Any services rendered to the Association whether as a Committee member or otherwise;
2. Goods supplied to the Association in the ordinary and usual course of operation;
3. Interest on money borrowed from any Member or Delegate;
4. Rent for premises demised or let by any Member or Delegate to the Association;
5. Any out-of-pocket expenses incurred by a Member or Delegate on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm’s length in a similar transaction.

1. **WINDING UP**

25.1 Subject to this Constitution the Association may be wound up in accordance with the Act.

25.2 The liability of the Members is limited.

25.3 Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, for payment of the debts and liabilities of the Association contracted before the time at which it is wound up and the costs, charges and expenses of winding up the Association, such an amount to not exceed one dollar.

1. **DISTRIBUTION OF PROPERTY ON WINDING UP**

26.1 If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall be paid to or distributed amongst the Members at the time of dissolution in proportion to the number of members of each Member at that time.

1. **ALTERATION OF CONSTITUTION**

27.1 This Constitution shall not be altered except by resolution at an Annual or Special General Meeting.

1. **REGULATIONS**

28.1 The Committee may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objectives and gliding in the Region as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

28.2 All Regulations are binding on the Association and its Members.

28.3 All clauses, rules, by-laws and Regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules by-laws and Regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

1. **STATUS AND COMPLIANCE OF ASSOCIATION**

29.1 Members acknowledge and agree the Association shall:

1. Be or remain incorporated in South Australia.
2. Apply its property and capacity solely in pursuit of the Objectives and gliding.
3. Do all that is reasonably necessary to enable the Objectives to be achieved.
4. Act in good faith and loyalty to ensure the maintenance and enhancement of gliding, its standards, quality and reputation for the benefit of the Members and gliding.
5. At all times act in the interests of the Members and gliding.
6. Not resign, disaffiliate or otherwise seek to withdraw from GFA without approval by special resolution; and
7. Abide by the GFA constitution and the rules of gliding.

29.2 The Association and the Members acknowledge and agree:

1. That they are bound by this Constitution.
2. Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of gliding and its maintenance and enhancement.
3. To act in the interests of gliding and Members.
4. That should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.
5. **INDEMNITY**

30.1 The Association shall indemnify its Committee members against all damages and losses (including legal costs) for which any such Committee member may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made whilst acting on behalf of and with the authority, express or implied of the Association.

1. **AUTHORITY TO TRADE**

31.1 The Association is authorised to trade in accordance with the Act.