GREATER SPRINGFIELD BASKETBALL ASSOCIATION INC.

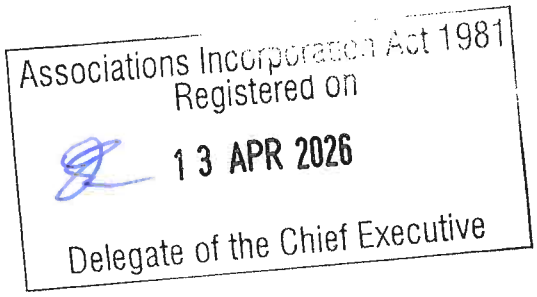
GSBA Constitution 2026 (Version 3.1)

Adopted by Special Resolution of Members, 2026
Registered under the Associations Incorporation Act 1981 (Qld)

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1. Name

1.1 The name of the incorporated association is **Greater Springfield Basketball Association Inc.**

1.2 **Trading Name**
The Association trades publicly as **Pioneers Basketball and Pioneers Wolfpack**, and may adopt additional trading names, brands, team identities or program names as approved by the Management Committee from time to time.

2. Definitions and Interpretation

2.1 In this Constitution, unless the context otherwise requires:

a) **Act** means the Associations Incorporation Act 1981 (Qld).

b) **Association** means Greater Springfield Basketball Association Inc. (GSBA).

c) **Founder** means June Tahata, recognised as the Founder of the Association.

d) **Intellectual Property (IP)** includes but is not limited to constitutions, by-laws, policies, procedures, training manuals, playbooks, programs, videos, branding, logos, competition systems, schedules, photographs, marketing material, designs, and digital content created by or for GSBA.

e) **Management Committee** means the committee elected under this Constitution.

f) **Member** means any person admitted as a Member of the Association under these Rules.

g) **Associate Member** means a financial member entitled to vote.

h) **Ordinary Member** means a parent, guardian, coach, referee, or volunteer with no voting rights.

i) **Playing Member** means a registered player of GSBA, junior or senior, with no voting rights.

j) **Life Member** means a person granted honorary life membership for distinguished service, with no voting rights.

k) **General Meeting** means a general meeting of the Association, including Annual General Meetings (AGM) and Special General Meetings (SGM).

l) **Ordinary Resolution** means a resolution passed by a simple majority of votes.

m) **Special Resolution** means a resolution requiring at least 75% support of eligible voting Members at a properly convened meeting.

2.2 Words importing the singular include the plural and vice versa.

2.3 Headings are for convenience only and do not affect interpretation.

3. Objects of the Association

3.1 The Association is established for the following objects:

a) To promote, develop, conduct, encourage, advance and administer basketball at all levels in Greater Springfield and its surrounds.

b) To act at all times in the best interests of Members and community.

c) To collaborate with Basketball Queensland and other stakeholders where consistent with GSBA's values and community needs, while retaining independence to protect GSBA members, policies, and operations from unfair treatment.

d) To ensure all dealings are consistent with natural justice, transparency, and fairness.

e) To place the welfare, safety, and participation rights of children, families, and the community above politics or competition structures.

f) To commit to fair and equitable access to training, development, and selection opportunities for players, coaches, referees, and volunteers (Fair Training Principle).

g) To maintain recognition of GSBA as the peak basketball body in Greater Springfield.

h) To be recognised as the leading basketball peak body for schools and community programs in Greater Springfield and surrounding areas.

4. Founder Recognition & Legacy

4.1 GSBA recognises June Tahata as the Founder.

4.2 No amendment to clauses relating to intellectual property, winding up, voting rights, affiliation/independence, or the registered office may occur without the Founder's written approval.

4.3 The Founder's legacy shall be permanently acknowledged in GSBA records, history, and facilities.

5. Classes of Membership

5.1 The membership of the Association shall consist of:

a) **Associate Members** – Voting rights.

b) **Ordinary Members** – Parents, guardians, coaches, referees, volunteers. Non-voting.

c) **Playing Members** – Registered junior or senior players. Non-voting.

d) **Life Members** – Honorary recognition. Non-voting.

6. Voting Rights

6.1 Only financial Associate Members are entitled to vote at General Meetings of the Association. Each financial Associate Member has one (1) vote.

6.2 Financial Associate Members are entitled to attend, speak, and move motions at General Meetings.

6.3 A thirty (30) day qualifying period applies before a new Associate Member is eligible to exercise voting rights.

6.4 Ordinary Members, Playing Members, and Life Members may attend and speak at General Meetings and may submit feedback to the Management Committee, but are not entitled to vote unless they are also financial Associate Members.

6.5 Proxies are permitted between financial Associate Members only and must be lodged in writing with the Secretary at least seven (7) days prior to the meeting. A person may hold no more than one (1) proxy.

6.6 The Management Committee may refuse or revoke Associate Membership where vote-stacking, conflict of interest, or improper influence is reasonably suspected, subject to principles of natural justice.

6.7 For clarity, only financial Associate Members are entitled to vote at General Meetings.

7. Admission of Members

7.1 An application for membership must be:
a) Made in writing in the form decided by the Management Committee; and
b) Accompanied by any fees set by the Committee.

7.2 The Management Committee must consider each application at its next meeting and decide to accept or reject the application.

7.3 If the Committee accepts the application, the Secretary must as soon as practicable:
a) Record the new Member in the Register of Members; and
b) Notify the applicant of their acceptance.

7.4 If the Committee rejects the application, it must:
a) Give the applicant written notice of the decision within 14 days; and
b) Return any fees paid.

7.5 The Committee is not required to give reasons for rejecting an application.

8. Termination of Membership

8.1 A Member may resign by giving written notice to the Secretary.

8.2 Membership automatically ends if a Member:
a) Fails to pay fees within three (3) months of the due date;
b) Is expelled under these Rules; or
c) Dies.

8.3 A resigning or terminated Member remains liable for any debts owed to the Association.

9. Appeal Against Rejection or Termination

9.1 A person whose membership is rejected or terminated may, within fourteen (14) days of receiving written notice, lodge a written appeal with the Secretary.

9.2 The appeal must be decided at the next General Meeting, before any other business.

9.3 At the meeting:
a) The appellant may state their case;
b) The Management Committee may state its case; and
c) The Members present must vote by secret ballot.

9.4 The decision of the meeting is final.

10. Register of Members

10.1 The Secretary must keep and maintain a Register of Members which includes:
a) Full name and address of each Member;
b) Date of admission;
c) Membership class; and
d) Date of termination, if applicable.

10.2 The Register must be kept at the registered office and be open for inspection by Members, subject to privacy laws and any conditions set by the Management Committee.

10.3 The Register remains the property of GSBA at all times.

11. Membership Fees

11.1 Membership fees shall be determined by the Management Committee from time to time.

11.2 The fees are payable annually on the date determined by the Management Committee.

11.3 If fees are not paid within three (3) months after the due date, the Member may be suspended until payment is made.

11.4 The Management Committee may waive or reduce fees in cases of hardship or at its discretion.

12. Rights of Members

12.1 Only financial Associate Members are entitled to vote at General Meetings of the Association.

12.2 Ordinary Members, Playing Members, and Life Members may attend and speak at General Meetings but are not entitled to vote unless they are also financial Associate Members.

12.3 All Members must comply with this Constitution, the by-laws, and policies of the Association, and are bound by the Code of Conduct.

13. Discipline of Members

13.1 The Management Committee may, by resolution, warn, suspend, or expel a Member if the Member:

a) Has refused or neglected to comply with this Constitution, by-laws, or policies; or
b) Has acted in a manner considered injurious or prejudicial to the character or interests of GSBA.

13.2 Before a resolution is passed, the Member must be given:
a) Written notice of the allegations;
b) At least fourteen (14) days' notice of the meeting where the resolution will be considered; and
c) The opportunity to be heard.

13.3 The decision of the Management Committee must be given to the Member in writing within fourteen (14) days.

14. Appeal Against Disciplinary Action

14.1 A Member may appeal a disciplinary decision by lodging written notice with the Secretary within fourteen (14) days of receiving the decision.

14.2 The appeal must be considered at the next General Meeting, before any other business.

14.3 At the meeting:
a) The appellant may state their case;
b) The Management Committee may state its case; and
c) Members present must vote by secret ballot.

14.4 The decision of the General Meeting is final.

15. Code of Conduct

15.1 All Members, players, parents, coaches, referees, and volunteers must comply with GSBA's Code of Conduct.

15.2 A breach of the Code of Conduct may be treated as misconduct under Rule 13.

16. Member Protection & Child Safety

16.1 GSBA adopts the Basketball Australia Child Safeguarding Policy and Member Protection Policy.

16.2 Any breach of these policies constitutes misconduct under this Constitution.

16.3 GSBA may introduce additional policies to ensure child safety and member protection.

17. Conflict of Interest

17.1 A Committee Member who has a direct or indirect interest in a matter being considered must declare the interest.

17.2 The declaration must be recorded in the minutes.

17.3 The Member must not vote on the matter and may be excluded from discussions at the discretion of the Management Committee.

18. Management Committee

18.1 The Management Committee shall consist of:
a) President
b) Vice-President
c) Secretary
d) Treasurer
e) Up to five (5) ordinary Committee Members

18.2 Eligibility

a) Any person may be nominated and elected to the Management Committee at the Annual General Meeting.

b) A Management Committee member is not required to be an Associate Member, unless they separately apply and are approved as such.

c) Committee members must not hold any position on the governing body, management committee, or executive of another basketball association or affiliated club.

d) Committee members must not be disqualified under the Act.

18.3 Term of Office

a) Committee members hold office from the Annual General Meeting of their election until the next Annual General Meeting.

b) Committee members are eligible for re-election indefinitely.

c) There is no maximum number of consecutive terms.

18.4 Vacation of Office

A position becomes vacant if a Committee member:
a) Resigns in writing;
b) Becomes disqualified under the Act;
c) Is removed by resolution of the Members; or
d) Accepts a position in the governing body or committee of another basketball association or affiliated club.

19. Powers of the Management Committee

19.1 The Management Committee, subject to the Act, this Constitution, and any resolution of GSBA in General Meeting, has the power to:

a) Control and manage the affairs, property, and finances of GSBA;
b) Exercise all functions of GSBA except those required to be exercised at a General Meeting;
c) Appoint, suspend, or remove staff, contractors, and volunteers;
d) Establish subcommittees and delegate powers;
e) Acquire, hold, deal with, and dispose of property and funds;
f) Open and operate bank accounts and approve transactions;
g) Enter into contracts;
h) Represent GSBA in dealings with other organisations, governments, and stakeholders;
i) Ensure GSBA complies with the Act and applicable laws;
j) Do all things necessary to achieve GSBA's objects.

20. Duties of Committee Members

20.1 Committee Members must:
a) Act honestly and in good faith;
b) Exercise due care and diligence;
c) Not misuse their position for personal gain;
d) Disclose and avoid conflicts of interest;
e) Ensure GSBA complies with the Act and all other laws.

21. President

21.1 The President shall:
a) Lead the Association;
b) Preside over General Meetings and Management Committee meetings;

c) Represent GSBA locally and internally; and
d) Oversee domestic membership and competitions.

22. Vice-President

22.1 The Vice-President shall:
a) Assist the President and act in their absence;
b) Preside over meetings if the President is unavailable;
c) Lead the representative program; and
d) Represent GSBA locally and internally.

23. Secretary

23.1 The Secretary shall:
a) Call meetings as directed by the Management Committee;
b) Prepare and distribute notices, agendas, and minutes;
c) Maintain custody of GSBA's records, including the Register of Members;
d) Ensure compliance with the Act regarding records; and
e) Act only on behalf of GSBA — records remain the property of GSBA at all times.

24. Treasurer

24.1 The Treasurer shall:
a) Keep and maintain GSBA's financial records;
b) Collect and deposit monies;
c) Prepare budgets, reports, and financial statements;
d) Ensure compliance with financial requirements of the Act; and
e) Oversee audits when required.

25. Property of the Association

25.1 The income and property of GSBA must be applied solely towards the promotion of its objects.

25.2 No portion of the income or property may be distributed, paid, or transferred to Members.

25.3 Subsection 25.2 does not prevent payment in good faith to a Member for:
a) Services rendered to GSBA;
b) Goods supplied in the ordinary course of business; or
c) Reimbursement of expenses properly incurred on behalf of GSBA.

25A. Intellectual Property & Confidentiality

25A.1 All intellectual property created by, for, or on behalf of GSBA is the property of GSBA.

25A.2 Intellectual property includes, but is not limited to, policies, constitutions, governance documents, procedures, training manuals, playbooks, videos, development programs, photographs, designs, and marketing materials.

25A.2.1 Brand Protection

The names **"Pioneers Basketball," "Pioneers Wolfpack," "Wolfpack,"** and any associated branding, logos, colours, team identities, program names or marks developed by or for the Association are the exclusive intellectual property of the Greater Springfield Basketball Association Inc.

No person, team, organisation, academy, or former member may reproduce, use, imitate, register, or promote these names or branding without the express written consent of the Association.

Any unauthorised use may result in disciplinary action, removal of affiliation, and/or legal action to protect the Association's intellectual property.

25A.2.2 Brand Registration Restriction

No Member, coach, volunteer, sub-club, affiliated team, or former participant of the Association may register, apply to register, or claim ownership of any intellectual property, trademark, business name, domain name, social media identity, or branding substantially similar to **Pioneers Basketball, Pioneers Wolfpack, Wolfpack**, or any GSBA program or identity, without the prior written approval of the Management Committee.

25A.3 A copyright notice shall appear on all official GSBA documents:
© Greater Springfield Basketball Association [Year]. All rights reserved.

25A.4 No person may copy, reproduce, adapt, or distribute GSBA material without written approval of the Founder and/or Management Committee.

25A.5 All GSBA documents and records are confidential and may only be used for the purposes of the Association.

25A.6 Upon ceasing involvement with GSBA, Members, staff, and volunteers must return all documents, materials, and property of GSBA immediately.

25B. Custody and Ownership of Records

25B.1 The Secretary must maintain custody of all GSBA records required under the Act.

25B.2 All records, including the Register of Members, meeting minutes, and official correspondence, remain the property of GSBA.

25B.3 The Secretary holds records on behalf of GSBA and has no personal right or ownership.

25B.4 On ceasing office, the Secretary must deliver all records to the incoming Secretary or as directed by the Management Committee.

25B.5 Founder protections extend to all GSBA records.

25C. Sub-Clubs, Houses, and Affiliation

25C.1 All sub-clubs, houses, and programs of GSBA (including but not limited to Lethal Weapons, Guardians, and TOA) are the property of GSBA and cannot exist independently.

25C.2 Each house may have a House Leader and House Administrator appointed by the Management Committee.

25C.3 Sub-clubs and houses do not hold separate legal identity or assets and operate solely under this Constitution.

25C.4 Any attempt by a person or group to separate, dissolve, or take control of a GSBA house, sub-club, or program without GSBA approval is a breach of this Constitution.

25C.5 In the event of such breach, GSBA reserves the right to seek damages, including a minimum liquidated damages amount of $250,000.

25C.6 If GSBA believes that a house, sub-club, or program is ready to operate independently or apply for affiliation with Basketball Queensland or any other body, such decision shall only be made with the joint approval of the Founder and the Management Committee.

25C.7 Without such approval, no GSBA house, sub-club, or program may apply for, or be granted, independent affiliation.

25D. Programs and Academies

25D.1 All training, academies, camps, clinics, and sports programs conducted under or in association with GSBA must be authorised by the Management Committee and the Founder.

25D.2 No academy, private provider, or sporting program may operate independently within GSBA's competitions, houses, schools programs, or representative pathway without prior written approval of GSBA.

25D.3 All GSBA programs must be governed by approved and accredited GSBA trainers, coaches, and officials.

25D.4 Any external program wishing to operate in partnership with GSBA must enter into a written agreement and comply with GSBA policies, safeguarding standards, and codes of conduct.

25D.5 GSBA reserves the right to prevent, suspend, or terminate the operation of any unapproved academy, program, or individual within its community, competitions, or schools.

25E. Payment of Committee Members

25E.1 Committee Members shall not receive remuneration for their role as Committee Members.

25E.2 Committee Members may be reimbursed for reasonable out-of-pocket expenses incurred in the performance of their duties.

25E.3 Committee Members may be paid for services provided to GSBA in another capacity (such as coaching, refereeing, or program delivery), provided that:
a) The payment is approved by the Management Committee;
b) The payment is on reasonable and commercial terms; and
c) The Committee Member declares any conflict of interest and does not vote on the decision.

26. Annual General Meeting

26.1 GSBA must hold an Annual General Meeting (AGM) within six (6) months after the end of the financial year, which shall be 30 June.

26.2 The following business must be conducted at each AGM:
a) Confirmation of the minutes of the previous AGM;
b) Receiving the Management Committee's report on GSBA's activities;
c) Receiving the Treasurer's report and audited financial statements (if required);

d) Election of Management Committee Members;
e) Appointment of an auditor (if required); and
f) Any other business of which notice has been given.

27. Special General Meeting

27.1 A Special General Meeting (SGM) may be called by:
a) The Management Committee; or
b) At least twenty-five percent (25%) of Associate Members signing a written request.

27.2 The notice must state the purpose of the meeting, and only that business may be considered.

28. Notice of General Meetings

28.1 At least fourteen (14) days' notice must be given of any General Meeting.

28.2 The notice must specify the place, date, time, and nature of the business to be conducted.

28.3 Notice may be given by email, post, or other approved method as determined by the Management Committee.

29. Quorum at General Meetings

29.1 A quorum for a General Meeting is the number set in by-laws or at least twenty-five percent (25%) of Associate Members.

29.2 No business may be conducted unless a quorum is present.

29.3 If a quorum is not present within thirty (30) minutes of the scheduled start time, the meeting is adjourned to the same time and place seven (7) days later.

30. Chairperson at General Meetings

30.1 The President, or if absent the Vice-President, shall preside at each General Meeting.

30.2 If both are absent, the Members present shall elect a chairperson from among themselves.

31. Voting at General Meetings

31.1 Each financial Associate Member present at a General Meeting has one (1) vote.

31.2 Votes must be cast personally or by proxy.

31.3 Resolutions are determined by a simple majority unless a Special Resolution is required under this Constitution or the Act.

31.4 In the case of an equality of votes, the chairperson has a casting vote.

32. Proxies

32.1 An Associate Member may appoint another Associate Member as their proxy to attend and vote at a General Meeting.

32.2 The proxy form must be signed and lodged with the Secretary at least seven (7) days prior to the meeting.

32.3 A person may hold no more than one (1) proxy.

33. Minutes of Meetings

33.1 The Secretary must keep minutes of all General Meetings and Management Committee meetings.

33.2 Minutes must include:
a) The proceedings and resolutions passed;
b) The names of those present; and
c) Any declarations of conflict of interest.

34. Committee Meetings

34.1 The Management Committee must meet as often as necessary to conduct GSBA's business, but at least once every three (3) months.

34.2 Meetings may be held in person or using electronic means.

35. Quorum for Committee Meetings

35.1 A simple majority of the Management Committee constitutes a quorum.

35.2 If no quorum is present within thirty (30) minutes, the meeting must be adjourned.

36. Voting at Committee Meetings

36.1 Each Committee Member present has one (1) vote.

36.2 Resolutions are decided by a majority of votes.

36.3 In the event of an equality of votes, the chairperson has a casting vote.

37. Grievance and Dispute Resolution

37.1 A dispute between Members, or between a Member and GSBA, must first be attempted to be resolved informally through discussion.

37.2 If unresolved, the dispute must be referred in writing to the Management Committee.

37.3 The Management Committee must attempt to resolve the dispute within twenty-eight (28) days, giving each party natural justice.

37.4 If still unresolved, the dispute may be referred to:
a) Independent mediation or arbitration; or
b) A regulator such as Sport Integrity Australia or another appropriate body.

37.5 A Member must not initiate court proceedings in relation to a dispute until the processes in this Rule are exhausted.

38. Financial Year

38.1 The financial year of GSBA shall end on 30 June each year.

39. Accounts and Banking

39.1 GSBA must keep proper financial records and accounts.

39.2 All money must be deposited into GSBA's bank account as soon as practicable.

39.3 All payments must be approved by the Management Committee or authorised officers.

39.4 GSBA bank accounts must be operated in the name of the Association.

40. Budget and Reporting

40.1 The Treasurer must prepare an annual budget for approval by the Management Committee.

40.2 The Treasurer must present regular financial reports to the Management Committee.

40.3 Annual financial statements must be prepared in accordance with the Act.

41. Audit

41.1 GSBA's accounts must be audited where required under the Act or by resolution of the Members.

41.2 An auditor must be appointed at the Annual General Meeting if required.

42. Funds Management

42.1 GSBA funds must not be invested except with Management Committee approval.

42.2 Funds must only be used to further the objects of GSBA.

43. Execution of Documents

43.1 A document may be executed by GSBA if signed by two (2) authorised Committee Members.

43.2 Electronic signatures may be used if permitted by law.

44. By-Laws

44.1 The Management Committee may make, amend, or repeal by-laws consistent with this Constitution.

44.2 By-laws are binding on Members.

45. Notices

45.1 Notices may be served personally, by post, or electronically.

45.2 A notice sent by post is to be received three (3) business days after posting.

45.3 A notice sent electronically is taken to be received on the same day, provided it is not returned as undeliverable.

46. Custody of Books

46.1 The Secretary must keep custody of all records, books, and documents of GSBA as required by the Act.

46.2 The Treasurer must keep custody of all financial records.

46.3 Members may inspect records at reasonable times, subject to privacy and confidentiality requirements.

47. Common Seal

47.1 GSBA does not require a common seal.

48. Registered Office & Operations Base

48.1 The registered office of GSBA shall be located in Queensland at an address determined by the Management Committee, with the approval of the Founder.

49. Winding Up and Distribution of Property

49.1 If GSBA is wound up, all surplus assets must be transferred to another not-for-profit organisation with similar objects to the Association, in accordance with the Associations Incorporation Act 1981 (Qld), as determined by the financial Associate Members at a General Meeting and approved by the Founder.

49.2 If no such nomination is made, assets must not be transferred to any governing body or third party without the Founder's written approval.

49.3 Intellectual property must be preserved and transferred with the assets.

49.4 Any organisation receiving assets upon winding up must be a not-for-profit organisation with similar objects to the Association, in accordance with the Associations Incorporation Act 1981 (Qld).

50. Indemnity

50.1 Every Management Committee Member and employee of GSBA is indemnified out of GSBA's property against any liability incurred in good faith in the performance of their duties.

50.2 This indemnity does not apply to liabilities arising from wilful misconduct or dishonesty.