

St Clair United Soccer Club Constitution

Associations Incorporation Act 2009 (NSW) (Act).
Adopted 2019



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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

ST CLAIR UNITED SOCCER CLUB INCORPORATED

PART 1 PRELIMINARY

1. NAME OF CLUB

The name of the Club is St Clair United Soccer Club Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Act 2009 (NSW)*.

Club means St Clair United Soccer Club.

Committee means the governing body of the incorporated Club and consisting of the Committee members.

Constitution means this Constitution of the Club.

Executive Committee Member means the elected office-bearers of the Club as named in this constitution.

General Committee Member means a member of the committee who is not an Executive Committee Member of the Club.

Financial year means the year commencing on 1 October and ending on 30 September each year.

General Meeting means the annual or any special general meeting of the club.

Individual Member means a registered, financial Member of the Club who is at least 18 years of age.

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

Junior Member means a registered Member of the Club who is younger than 18 years of age.

Life Member means an Individual appointed as a Life Member of the Club under **clause 5.2**.

Local area means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for Football of which the Club is a Member.

Member means a Member of the Club for the time being under **clause ?**.

NFA means Nepean Football Association, district governing body

FNSW means Football New South Wales, New South Wales state governing body.

FFA means Football Federation of Australia, Australia's football governing body.

Objects means the Objects of the Club in **clause 3**.

Public Officer means the person appointed to be the public officer of the Club in accordance with the Act.

Register means a register of Members kept and maintained in accordance with **clause 9**.

Seal means the common Seal of St Clair United Soccer Club Inc. (if any).

Special Resolution means a Special Resolution defined in the Act.

SU means St Clair United Soccer Club.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) 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;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) 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); and
- (h) 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.

2.3 Severance

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.

2.4 The Act

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.

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects. The Objects of the Club are established to:

- (a) The Club shall join and affiliate with NFA as a member in accordance with the Constitution and regulations of NFA and will comply with all lawful requirements of NFA, FNSW, FFA and FIFA.
- (b) promote and maintain within the boundaries of the NFA, FNSW and FFA the highest possible standards of sportsmanship in amateur football,
- (c) participate as a member of NFA, FNSW and FFA
- (d) conduct, encourage, promote, advance and administer Football throughout the local area;
- (e) ensure the maintenance and enhancement of the Club, NFA, FNSW and FFA,
- (f) promote mutual trust and confidence between the Club, NFA, FNSW, FFA and the Members in pursuit of these Objects;
- (g) act on behalf of, and in the interest of, the Club members and football in the Nepean Region;
- (h) affiliate and otherwise liaise with the NFA and adopt its rules and policy framework to further these Objects and football,
- (i) use and protect the Intellectual Property of the Club;
- (j) apply the property and capacity of the Club towards the fulfilment and achievement of these objects;
- (k) strive to strengthen the community by creating a positive Club atmosphere;
- (l) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the Nepean Region;
- (m) adopt and implement policies which may be developed by NFA, FNSW or FFA

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club 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)*.

PART 2 MEMBERS

5. MEMBERS

5.1 Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of general meetings and to be present, to debate and to vote at general meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of general meetings and to be present, to debate and to vote at general meetings; and
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of general meetings and no right to be present or debate or vote at general meetings.
- (d) A parent/guardian of a junior member who has been accepted by the Club, and who has paid the registration fee is considered a member. Only one parent of each junior player is eligible for membership under this clause.
- (e) Such new or other categories of Members as may be established by the committee. Any new category of Member established by the committee cannot be granted voting rights without the approval of the Club in general meeting.

5.2 Life Members

- (a) Any person who has rendered outstanding service to the Club, for a minimum period of not less than ten (10) years, may be elected as a Life Member at the annual general meeting.
- (b) Not more than two (2) Life Members shall be elected in any calendar year.
- (c) All nominations for Life Membership shall be submitted to the Club by a Proposer and Secunder, not less than twenty-one (21) days before the annual general meeting.
- (d) Should more than two (2) nominations be submitted, the Committee shall decide which two (2) nominations shall be put forward at the annual general meeting.
- (e) Each nomination shall be put separately to the vote at a committee meeting held at least 1 week prior to the annual general meeting.
- (f) A 50% majority is required for each nominated person to be put forward as a Life member of the Club to the annual general meeting.
- (g) Each nomination shall be put separately to the vote at the annual general meeting.
- (h) A 75% majority is required for each nominated person to be elected as a Life member of the Club.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Committee (if any), from the applicant or its nominated representative and lodged with the Club; and
- (b) accompanied by the appropriate fee.

6.2 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

6.3 Renewal

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in Regulations.

6.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. DISCONTINUANCE OF MEMBERSHIP

7.1 Notice of Resignation

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club.
- (b) Any member who deregisters from playing with the Club shall be considered to have resigned their membership of the Club under **clause 7.1(a)**.
- (c) Once the Club receives a notice of resignation of membership given under **clause 7.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

7.2 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution, bylaws or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or Code of Conduct or any resolutions or determinations made or passed by the Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Committee under **clause 7.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

- (c) Where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 7.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 7.2** as soon as practicable.

7.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 7.1 or 7.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Committee.

7.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

7.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 7** may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

7.6 Refund of Membership Fees

Membership fees paid by the discontinued Member may be refunded in line with the Club Registration Refund policy.

8. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

A right, privilege or obligation which a person has by reason of being a member of the Club:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership

9. REGISTER OF MEMBERS

- (a) The secretary must establish and maintain a register of members of the Club (whether in written or electronic form) specifying the name and postal, residential or email address of each person who is a member of the Club together with the date on which the person became a member.
- (b) The register of members must be kept in New South Wales:
 - (i) at the main premises of the Club, or
 - (ii) if the Club has no premises, at the Club's official address.
- (c) The register of members must be open for inspection, free of charge, by any member of the Club at any reasonable hour.

- (d) A member of the Club may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.
- (e) If a member requests that any information contained on the register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.
- (f) A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
 - (i) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Club or other material relating to the Club, or
 - (ii) any other purpose necessary to comply with a requirement of the Act or the Regulation.
- (g) If the register of members is kept in electronic form:
 - (i) it must be convertible into hard copy, and
 - (ii) the requirements in **subclauses (b) and (c)** apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

10. SUBSCRIPTIONS AND FEES

- (a) A member of the Club must, on admission to membership, pay to the Club a fee of \$1 or, if some other amount is determined by the committee, that other amount.
- (b) In addition to any amount payable by the member under **subclause (a)**, a member of the Club must pay to the association an annual membership fee of \$2 or, if some other amount is determined by the committee, that other amount:
 - (i) except as provided by **paragraph (b)**, before the first day of the financial year of the Club in each calendar year, or
 - (ii) if the member becomes a member on or after the first day of the financial year of the Club in any calendar year—on becoming a member and before the first day of the financial year of the Club in each succeeding calendar year.

11. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) they shall 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;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, NFA, FNSW, FFA and FIFA.

- (d) They submit to the jurisdiction of the internal grievance resolution procedures of the Club in relation to any disputes and/or grievances between the Club and Members pursuant to this Constitution, bylaws and the Regulations
- (e) they will not attempt to resolve any grievance or dispute with the Club or any Member in a court of law;
- (f) the Constitution, Regulations and bylaws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football; and
- (g) they are entitled to all benefits, advantages, privileges and services of Club membership.

12. MEMBERS' LIABILITIES

The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the member in respect of membership of the Club as required by **clause 10**.

13. RESOLUTION OF DISPUTES

- (a) A dispute between a member and another member (in their capacity as members) of the Club, or a dispute between a member or members and the Club, are to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.
- (b) If a dispute is not resolved by mediation within 3 months of the referral to a Community Justice Centre, the dispute is to be referred to arbitration.
- (c) The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

14. DISCIPLINE

- (a) The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the bylaws, Regulations or any resolution or determination of the Committee or any duly authorised committee
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Football; or
 - (iii) brought the Club, any other Member or Football into disrepute.
- (b) The committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (c) If the committee decides to deal with the complaint, the committee:
 - (i) must cause notice of the complaint to be served on the member concerned, and

- (ii) must give the member at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and
 - (iii) must take into consideration any submissions made by the member in connection with the complaint.
- (d) The committee may, by resolution, expel the member from the Club or suspend the member from membership of the Club if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
- (e) If the committee expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under **clause 15**.
- (f) The expulsion or suspension does not take effect:
- (i) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
 - (ii) if within that period the member exercises the right of appeal, unless and until the Club confirms the resolution under **clause 15**, whichever is the later.

15. RIGHT OF APPEAL OF DISCIPLINED MEMBER

- (a) A member may appeal to the Club in general meeting against a resolution of the committee under **clause 14**, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a member under **subclause (a)**, the secretary must notify the committee, which is to convene a general meeting of the Club to be held within 28 days after the date on which the secretary received the notice.
- (d) At a general meeting of the Club convened under **subclause (c)**:
- (i) no business other than the question of the appeal is to be transacted, and
 - (ii) the committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - (iii) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) The appeal is to be determined by a simple majority of votes cast by members of the Club.

PART 3 THE COMMITTEE

16. EXISTING COMMITTEE MEMBERS

- (a) The Members of the governing body of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution.
- (b) After this Annual General Meeting the positions of committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

17. POWERS OF THE COMMITTEE

17.1 Committee

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. In particular, the Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

17.2 Making and Amending By-laws, Regulations and Rules

- (a) The committee will have the authority to make, alter, modify or delete by laws and regulations as it deems fit, but must at all times be subject to this constitution.
- (b) Any by-law, regulation or rule made, altered or modified must be ratified at a general meeting to take effect.
- (c) The new by-law or modified or deleted by-law will remain in effect until an annual general meeting is held in the calendar year in which the by-law was made, altered, modified or deleted. If this is failed to be done, the by-law will revert back to its original meaning and words, and does not affect the validity of anything previously carried out by the board or anyone pursuant to that by-law, regulation or rule.
- (d) Subject to this constitution, the Club during a special general meeting or annual general meeting can amend, repeal and replace any by-law and replace any by-law, regulation or rule made by the board.

17.3 Effect of By-law, Regulation or Rule

A by-law, regulation or rule:

- (a) is subject to this Constitution;
- (b) shall not be inconsistent with the Constitution or any by-law, regulation or rule of NFA, FNSW or FFA and, to the extent that there exists any inconsistency, the by-law, regulation or rule of the Club shall be of no effect;
- (c) must be consistent with this Constitution and, if not, the Constitution prevails to the extent of any inconsistency; and
- (d) when in force, is binding on all Members and has the same effect as a provision in this Constitution

18. COMPOSITION OF THE COMMITTEE

18.1 Composition of the Committee

The Committee shall comprise of:

- (a) the Executive Committee and General Committee members who must all be Members and who shall be elected under **clause 19**;
- (b) the Executive Committee shall be the President, the Vice-President, the Treasurer and the Secretary.
- (c) Executive Committee members must individually have a minimum of one (1) years' continuous service with the Club on the committee prior to election of the position.
- (d) up to two appointed committee members may be appointed by the executive committee in accordance with **clause 20**.

18.2 Election and Appointment of Committee Members

- (a) The elected Committee Members shall be elected under **clause 19**.
- (b) The appointed Committee Members may be appointed under **clause 20**.

18.3 Portfolios

The Executive Committee shall allocate portfolios to the general Committee Members.

19. ELECTED COMMITTEE MEMBERS

19.1 Nomination for Committee

- (a) Nominations for elected Committee positions shall be called for twenty-one (21) days prior to the annual general meeting. Details of the job descriptions for the positions shall be provided to nominees.
- (b) Nominees for elected committee positions must declare any position they hold within NFA, FNSW or FFA.

19.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) signed and dated by two Individual Members;
- (c) certified by the nominee (who must be a Member) expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Club not less than seven (7) days before the date fixed for the annual general meeting.

19.3 Elections

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members under **clause (a)**, the positions will be deemed casual vacancies under **clause 23.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Committee.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Committee.
- (e) Nominations will be considered from the floor on the night of the annual general meeting for:
 - (i) Vacant Committee positions
 - (ii) General Committee positions.
- (f) The above nominations must be accepted by the nominee and seconded by a vote of the quorum.

19.4 Term of Appointment for Elected Committee Members

- (a) Executive Committee Members elected under **clause 19** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, elected Executive Committee Members shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following.

20. APPOINTED COMMITTEE MEMBERS

20.1 Appointment of Committee Members

The elected Executive Committee may appoint up to two (2) appointed Committee Members.

20.2 Qualifications for Appointed Committee Members

The appointed Committee Members may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Committee composition.

20.3 Term of Appointment

- (a) Appointed Committee Members may be appointed by the elected Executive Committee under this Constitution for a term of one (1) year, which shall commence from the first Committee meeting after the annual general meeting until after the conclusion of the annual general meeting that follows.

21. SECRETARY

- (a) The secretary of the Club must, as soon as practicable after being appointed as secretary, lodge notice with the Club of his or her address.
- (b) It is the duty of the secretary to keep minutes (whether in written or electronic form) of:
 - (i) all appointments of office-bearers and members of the committee, and
 - (ii) the names of members of the committee present at a committee meeting or a general meeting, and
 - (iii) all proceedings at committee meetings and general meetings.
- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
- (d) The signature of the chairperson may be transmitted by electronic means for the purposes of **subclause (c)**.

22. TREASURER

It is the duty of the treasurer of the Club to ensure:

- (a) that all money due to the Club is collected and received and that all payments authorised by the Club are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.

23. VACANCIES ON THE COMMITTEE

23.1 Casual Vacancies

Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Committee Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Committee Member's term under this Constitution.

23.2 Grounds for Termination of Committee Members

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:

- (a) dies
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally
- (c) 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
- (d) resigns his office in writing to the Executive Committee

- (e) is absent without the consent of the Committee from meetings of the Committee held during a period of three (3) months
- (f) holds any office of employment with the Club without the approval of the Committee
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest
- (h) in the opinion of the Committee (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
 - (i) has brought the Club into disrepute
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth.)*.

23.3 Committee May Act

In the event of a casual vacancy or vacancies in the office of a Committee Member or Committee Members, the remaining Committee Members may act. However, if the number of remaining Committee Members 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 Member to a number sufficient to constitute a quorum.

24. MEETINGS OF THE COMMITTEE

24.1 Committee to Meet

- (a) The Committee shall meet no less than six (6) times per year and as often as monthly (and shall be at least as often as is required under the Act).
- (b) Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit.
- (c) A Committee Member may at any time convene a meeting of the Committee within reasonable time.

24.2 Quorum

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is six (6).

24.3 Notice of Committee Meetings

- (a) 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 seven (7) days written or verbal notice of the meeting of the Committee shall be given to each Committee Member.
- (b) The agenda shall be forwarded to each Committee Member not less than two (2) days prior to such meeting.

24.4 Use of technology at committee meetings

- (a) A committee meeting may be held at two (2) or more venues using any technology approved by the committee that gives each of the committee's members a reasonable opportunity to participate.
- (b) A committee member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

24.5 Chairperson

- (a) The President shall be the nominal head of the Club and will act as chair of any Committee meeting or General Meeting at which he is present.
- (b) If the chairperson is not present, or is unwilling or unable to preside at a Committee meeting the remaining Committee Members shall appoint another Committee Member to preside as chair for that meeting only.

24.6 Conflict of Interest

- (a) A Committee Member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
- (b) He shall, unless otherwise determined by the Committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters.
- (c) If the Committee Member casts a vote, the vote shall not be counted.
- (d) In the event of any uncertainty as to whether it is necessary for a Committee Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

24.7 Disclosure of Interests

- (a) The nature of the interest of a Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Committee at the next meeting of the Committee. 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 interested.
- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

24.8 General Disclosure

A general notice stating that a Committee Member is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 24.7**. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

24.9 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 24.6, 24.7 and/or 24.8** must be recorded in the minutes of the relevant meeting.

25. DELEGATIONS

25.1 Committee May Delegate Functions

- (a) The Executive Committee may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.
- (b) It will determine what powers these committees are given. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

25.2 Delegation by Instrument

In the establishing instrument, the Executive Committee may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Committee or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a general meeting.

25.3 Delegated Function Exercised in Accordance with Terms

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

25.4 Procedure of Delegated Entity

- (a) 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 24**.
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Committee.

25.5 Delegation May Be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

25.6 Revocation of Delegation

At any time, the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

26. VOTING AND DECISIONS

26.1 Decisions of Committee

- (a) 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.
- (b) All Committee Members shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

26.2 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by a form of visible or electronic communication by all the Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) 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:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
 - (ii) Notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person.
 - (iii) If a failure in communications prevents **clause 26.2(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 26.2(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
 - (iv) Any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

PART 4 GENERAL MEETINGS

27. ANNUAL GENERAL MEETING – HOLDING OF

The Club's annual general meeting shall be held in accordance with the Act and this Constitution.

- (a) With the exception of the first annual general meeting of the Club, the Club shall convene an annual general meeting of its members in November each year. The financial year will be the twelve months ending on the 30th day of September of each year.

- (c) All general meetings other than the annual general meeting shall be special general meetings and shall be held in accordance with this Constitution.

28. ANNUAL GENERAL MEETINGS - CALLING OF AND BUSINESS AT

- (a) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
 - (i) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
 - (ii) to receive from the committee reports on the activities of the Club during the last preceding financial year,
 - (iii) to elect office-bearers of the Club and ordinary committee members,
 - (iv) to receive and consider any financial statement or report required to be submitted to members under the Act.

- (b) An annual general meeting must be specified as that type of meeting in the notice convening it.

29. SPECIAL GENERAL MEETINGS

29.1 Special General Meetings May Be Held

The Committee may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between annual general meetings, the Committee shall convene a special general meeting before the expiration of that period.

29.2 Requisition of Special General Meetings

- (a) The Secretary will convene a special general meeting when ten per cent (10%) of Members (no less) submit a requisition in writing.

- (b) A requisition of members for a special general meeting:
 - (i) must be in writing, and
 - (ii) must state the purpose or purposes of the meeting, and
 - (iii) must be signed by the members making the requisition, and
 - (iv) must be lodged with the secretary, and

- (v) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (c) If the Committee does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.
- (d) A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.
- (d) For the purposes of **clause 29.2(b)**
 - (i) a requisition may be in electronic form, and
 - (ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

30. NOTICE OF GENERAL MEETING

- (a) Notice of every general meeting shall be given to every Life Member, Committee Members and individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register and may be by electronic transmission. No other person shall be entitled, as of right, to receive notices of general meetings.
- (b) A notice of a general meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a general meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.

31. BUSINESS

- (a) 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 Members under this Constitution and the appointment of the bank signatories.
- (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 31(a)**, shall be special business.
- (a) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.
- (b) Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than fourteen (14) days (excluding receiving date and meeting date) prior to the general meeting.

32. QUORUM

- (a) No business shall be transacted at any general meeting unless a quorum of members entitled under this Constitution to vote is present at the time when the meeting proceeds to business.
- (b) A quorum for general meetings of the Club shall be 20 of Members.
- (c) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - (i) if convened on the requisition of members—is to be dissolved, and
 - (ii) in any other case—is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 20) are to constitute a quorum.

33. CHAIRPERSON TO PRESIDE

- (a) The President of the Club shall, subject to this Constitution, preside as chair at every general meeting except:
 - (i) in relation to any election for which the chairperson is a nominee; or
 - (ii) where a conflict of interest exists.
- (b) If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another Committee Member to preside as chairperson for that meeting only.

34. ADJOURNMENT OF MEETING

- (a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) Except as provided in **clause 34(a) & 34(b)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

35. MAKING OF DECISIONS

- (a) A question arising at a general meeting of the Club is to be determined by:
 - (i) a show of hands or, if the meeting is one to which **clause 39** applies, any appropriate corresponding method that the committee may determine, or

- (ii) if on the motion of the chairperson or if a simple majority of members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- (b) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Club, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) **Clause 35(b)** applies to a method determined by the committee under **clause 35(a)(a)(i)** in the same way as it applies to a show of hands.
- (d) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

36. VOTING PROCEDURE

- (a) On any question arising at a general meeting of the Club a member has one vote only.
- (b) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote. If the chairperson does not exercise a casting vote the motion will be lost.
- (c) A member is not entitled to vote at any general meeting of the Club unless all money due and payable by the member to the Club has been paid.
- (d) A member is not entitled to vote at any general meeting of the Club if the member is under 18 years of age.
- (e) Unless a written ballot is demanded under **clause 35(a)(ii)**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's minutes of proceedings.
- (f) If a written ballot is duly demanded under **clause 35(a)(ii)** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

37. PROXY VOTING

Proxy voting shall not be permitted at all general meetings.

38. POSTAL VOTING

No motion shall be determined by a postal or electronic ballot unless determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted under the procedures set by the Committee.

39. USE OF TECHNOLOGY AT GENERAL MEETINGS

- (a) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the Club's members a reasonable opportunity to participate.
- (b) A member of an Club who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

PART 5 MISCELLANEOUS

40. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) 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 (10) days, refer the dispute for resolution to the disciplinary tribunal established by the Club in accordance with the procedures determined by the executive committee.
- (d) The Executive Committee may prescribe additional grievance procedures in the Regulations consistent with **clause 40**.

41. RECORDS AND ACCOUNTS

41.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Committee). It shall produce these as appropriate at each Committee or general meeting.

41.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer.

41.3 Committee to Submit Accounts

The Committee shall submit the Club's statements of account to the Members at the annual general meeting in accordance with this Constitution and the Act.

41.4 Accounts Conclusive

The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

41.5 Accounts to be available to Members

If a member requires, the Secretary shall cause to be sent to all persons entitled to receive notice of annual general meetings in accordance with this Constitution, a copy of the statements of account, the Committee's report, the auditor's report and every other document required under the Act (if any).

41.6 Negotiable Instruments

- (a) All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Committee Members (signatories).
- (b) Where the total amount exceeds five hundred dollars (\$500) all cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any three (3) duly authorised Committee Members (signatories).
- (c) Duly authorised Committee Members (signatories) may not be wedded, spouses, partners, dependents, reside at the same address or share common property.
- (d) Duly authorised Committee Members (signatories) must be fully financial members as described in the Constitution.

42. AUDITOR

- (a) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor at the conclusion of each financial year.
- (b) The duties of the auditor shall be regulated in accordance with the *Corporations Act 2001 (Cth.)*

43. INCOME

43.1 Income and Property

- (a) Income and property of the Club shall be derived from such sources as the Committee determines from time to time.
- (b) The income and property of the Club shall be applied solely towards the promotion of the Objects.

43.2 Except as prescribed in this Constitution or the Act:

- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

43.3 Payment in good faith of or to any Member can be made for:

- (a) any services actually rendered to the Club whether as an employee, Committee Member or otherwise
- (b) goods supplied to the Club in the ordinary and usual course of operation
- (c) interest on money borrowed from any Member
- (d) rent for premises demised or let by any Member to the Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

- (f) Nothing in clauses 43.2(a) or 43.2(b) preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

44. WINDING UP

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

45. DISTRIBUTION OF PROPERTY ON WINDING UP

- (a) If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club.
- (b) The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution.
- (c) The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

46. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

47. REGULATIONS

47.1 Committee to Formulate Regulations

The Committee may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Football in the local area. Such regulations must be consistent with the Constitution and any policy directives of the Committee.

47.2 Regulations Binding

All Regulations are binding on the Club and all Members.

47.3 Regulations Deemed Applicable

All clauses, rules, policies, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, policies, 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.

47.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to regulations shall be advised to Members by means of bulletins approved by the Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

48. STATUS AND COMPLIANCE OF CLUB

48.1 Recognition of Club

The Club is a member of NFA and is recognised by NFA as providing Club football within the Nepean Region and subject to compliance with this Constitution and the NFA, FNSW and FFA constitutions shall continue to be so recognised and shall provide Club football within the Nepean Region in accordance with the objects.

48.2 Constitution of the Club

This Constitution will clearly reflect the Objects of NFA, FNSW and FFA and will conform to the Constitutions of those bodies, subject always to the Act.

49. CLUB

49.1 Club Colours

- (a) The official Club (Home) colours are,
 - (i) Predominantly Yellow
 - (ii) Royal Blue
 - (iii) Minority White
- (b) The official Club (Away/Reverse) colours are,
 - (i) Predominantly Royal Blue
 - (ii) Yellow
 - (iii) White

49.2 Club playing strip

- (a) From time to time the playing Club playing strip may be changed, replaced, updated providing,
 - (i) the official Club colours are adhered to.

- (ii) the Club seeks NFA approval to ensure that there is no confusion with other affiliated NFA clubs.
- (b) New playing strip/s must be presented to Committee for approval

50. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or by electronic mail to the Member's registered address or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

51. INDEMNITY

- (a) Every Committee Member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Committee Members and employees against all damages and losses (including legal costs) for which any such Committee Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
 - (i) in the case of a Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

52. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Committee.
- (c) Every use of the Seal shall be recorded in the Club's minute book.
- (d) Two Committee Members must witness every use of the Seal, unless the Committee determines otherwise.