

Constitution

Kariong United FC Incorporated



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Kariong United FC Incorporated

1. NAME OF CLUB

The name of the Club is Kariong United FC Incorporated (herein called the Club). (ABN 34 665 132 704)

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears: **'Act'** means the *Associations Incorporation Act 2009 (NSW)*.

'By-Laws' means the By-Laws appended to these Rules as amended from time to time

'AGM' means the Annual General Meeting.

'Committee' means the Committee elected in accordance with these Rules

'Constitution' means this Constitution of the Club.

'Financial Year' means 1st October in one year to 30th September in the ensuing year

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

'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 Club 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**

'Member' means:

- (a) A registered financial player 18 years or older,
- (b) A parent or guardian of a Junior Member with a limit of one parent/guardian per player,
- (c) A Life Member
- (d) A person not already defined by (a), (b) or (c) above who is a team Coach or Manager.
- (e) Any person elected as a Committee member who is not otherwise a registered financial player or a parent/guardian of a registered financial player under 18 years of age.
- (f) Any person 18 years or older who has been approved by the Committee, upon payment of a specified annual fee.

'NSO' means the National Sporting Organisation for Football, being Football Federation of Australia or its successor or assign

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

'Ordinary Resolution' means a resolution that requires a simple majority vote as defined in the Act.

'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 7](#).

'Registered player' means any player that is registered and is eligible to play football

'RSO' means the Regional Sporting Organisation for football being Central Coast Football or its successor or assign

'Special Resolution' means a Special Resolution that requires a 75% majority vote of Members in attendance.

'SSO' means the State Sporting Organisation for football, being Football New South Wales or its successor or assign

'Support Committee Person' means any person on the committee that does not hold a nominated position

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 all 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) Conduct, encourage, promote, advance and administer Football throughout the local area;
- (b) To be an outstanding organisation that provides a community-oriented, safe and nurturing environment whilst remaining the Club of choice for all players, including players who have the talent and aspiration to achieve their potential to move onto Representative Football and beyond;
- (c) Act, at all times, on behalf of and in the interest of the Members and Football in the local area;
- (d) Affiliate and otherwise liaise with Central Coast Football of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (e) to control football by adhering to the rules and laws of the game as laid down by the International Football Association (herein referred to as F.I.F.A.) or as amended and approved by Central Coast Football;
- (f) Advance the operations and activities of the Club throughout the local area;
- (g) Have regard to the public interest in its operations;
- (h) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (i) to do all such other lawful things as are incidental to or which the Club may think conducive to the attainment of these objects;
- (j) to acquire, prepare and maintain football grounds and other facilities deemed desirable for the promotion of the objects of the Club;
- (k) to print and publish any periodical, brochure, program or any other promotional material that the Club believes desirable for the promotion of the Club;
- (l) to give permission for the exclusive, non – exclusive or limited right to use the Club name or emblem providing it directly or indirectly benefits the Club;
- (m) to appoint, employ, remove or suspend such manager's, clerks, secretaries, volunteers, workman or other persons as may be necessary or convenient for the purpose of the Club and for the promotion of the game.

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)*.

5. MEMBERS

5.1 Members

The Members of the Club shall consist of:

- (a) Any registered financial player of the Club who is at least 18 years of age;
- (b) One parent or guardian of a registered financial player under the age of 18 of the Club;
- (c) Any Life Member of the Club;
- (d) A person not already defined by (a), (b) or (c) above who is a Coach, Manager or Office Bearer of the Club;
- (e) Any other person who in the opinion of the Committee by virtue of his / her interest in the Club's activities should be regarded as a Member.

5.2 Life Members

- (a) Any Member who has rendered distinguished service to the Club as, but not limited to, a player, official or volunteer may be nominated as a Life Member;
- (b) Nominated Members must not have any outstanding debts to the Club at the time of nomination;
- (c) The Secretary must receive written nominations with justification for nomination no later than 31 July;
- (d) The Committee will review the nominations received and vote to accept or reject each individual nomination at the next committee meeting after 31 July. Nominations will be accepted upon a 75% majority vote of those committee members in attendance;
- (e) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6. MEMBERSHIP

6.1 Application for Membership

- (a) For players; by registration on the form prescribed from time to time and lodged with and accepted by the Club's Registrar within the prescribed time frame and accompanied by the appropriate fee (if any);
- (b) For Team Coach and Manager; by being offered and accepting a team coach or team manager position; and
- (c) For the Committee Members; by being elected at an AGM or by way of becoming a committee member by filling a vacancy.

6.2 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application or renewal whether the applicant or member 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 or renewal, the applicant shall become a Member or renewed as a member. Membership shall be deemed to commence upon acceptance of registration with 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 Period of Membership

- (a) For each registered player the period of membership shall be from the date of acceptance as a Member to the thirty first day of January the following year;
- (b) For Committee Members from the time of election or appointment until the next immediate A.G.M.

6.4 Renewal

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

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) The full name, address and date of entry of each Member; and
- (b) Where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Committee considers appropriate.

8. 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 and By-laws;
- (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) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 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 by giving one month's notice in writing to the Club;

- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for Breach

- (a) Membership of the Club 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 Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised sub-committee;
- (b) Membership shall not be discontinued by the Committee under **clause 9.2(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 9.2(a)** by the Secretary giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

- (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.

9.4 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.

9.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

9.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis (less any unrecoverable cost) to the Member upon discontinuance at the discretion of the Committee.

10. 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 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 the game of Football into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.

- (b) The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES

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

Registration fees must be paid in full before a player shall be regarded as being a financial player of the Club. The Committee shall have the power to alter or waive such subscriptions if it is deemed by the Committee that payment of such would create hardship.

12. EXISTING COMMITTEE MEMBERS

The Members of all Committee's 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. After this General Meeting the positions of Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. CLUB GOVERNANCE COMPOSITION

13.1 Committee

The Committee shall comprise of the following positions as a minimum, plus any other positions as the Committee deem appropriate from time to time to enable the efficient management of the Club:

- President
- Secretary
- Treasurer
- Registrar

13.2 Powers of the 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.

13.3 Public Officer

- (a) The Public Officer, who may hold any other position in the Club, will be appointed at the AGM. The position must not be left vacant for more than 14 days. In the case of a Casual Vacancy the Committee shall appoint another Committee Member to the role of Public Officer;
- (b) The Committee may at any time remove from office the Public Officer and appoint a new Public Officer;
- (c) The Public Officer shall be a person eighteen years of age or older and a resident of the State;
- (d) The Public Officer shall be deemed to have vacated the position on:

- i. Resignation
 - ii. Death
 - iii. Removal from office
 - iv. Bankruptcy or financial insolvency
 - v. Mental Illness
 - vi. Residency outside the State
- (e) When a vacancy occurs in the position of Public Officer, the Committee shall notify the Department of Fair Trading on the prescribed form within fourteen days and appoint a new Public Officer;
- (f) The Public Officer shall notify the Commission on the prescribed form of:
 - i. his/her appointment within fourteen days
 - ii. a change of his/her residential address within fourteen days
 - iii. a change of the Club's objects, Rules or By-Laws within one month
 - iv. the Club's financial affairs within one month after the Annual General Meeting
 - v. a change in the Club's name within one month

14. ELECTION OF COMMITTEE MEMBERS

At the A.G.M. all Office Bearers of the Club shall retire and all retiring Office Bearers shall be eligible for re-election. Any member shall be eligible for election as an Office Bearer of the Committee. They shall hold their respective offices until the next A.G.M. following their election unless exceptional circumstances apply. The Committee of the Club shall have the powers to appoint any Member to fill a vacancy. Such appointee shall hold office until the next A.G.M. and shall then be eligible for re-election.

All contested elections for office shall be decided by a show of hands.

A person shall be entitled to hold more than one (1) concurrent Office Bearer position on the Committee providing the holding of more than one (1) Office Bearer position is deemed by the Committee to directly or indirectly benefit the Club.

14.1 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 14.1(a)**, the positions will be deemed casual vacancies under **clause 15.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, a vote shall be conducted in such a manner and by such a method as determined by the Committee from time to time.

14.2 Term of Appointment for All Elected Committee Members

Committee Members elected under **clause 14** shall be elected for a term of one year. Subject to provisions in this Constitution relating to early retirement or removal of Members, elected Committee 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.

15. VACANCIES ON THE COMMITTEE

15.1 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 term under this Constitution.

15.2 Grounds for Termination of Committee Member

In addition to the circumstances in which the role 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 their role in writing to the Club;
- (e) Is absent without the consent of the Committee from meetings they would normally be expected to attend during a period of six months;
- (f) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (g) 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;
- (h) Is removed by Special Resolution; or
- (i) Would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

15.3 Committee May Act

In the event of a casual vacancy or vacancies in the Committee, 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 to a number sufficient to constitute a quorum.

16. MEETINGS

16.1 Committee Meetings

- (a) 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). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. Any Committee member may at any time convene a meeting of the Committee within reasonable time.
- (b) Seven days' notice shall be given in writing to all Committee Members
- (c) The Committee shall have the power to admit persons other than Committee members to

its meetings. No such invited person shall be allowed to vote but may address the meeting at the discretion of the Chairman.

16.2 Decisions of Committee's

Subject to this Constitution, questions arising at any meeting of any of the committees shall be decided by a majority of votes and a determination of a majority of nominated Committee Members shall for all purposes be deemed a determination of the Committee. 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.

16.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by email, facsimile, or other form of visible or other electronic communication by all the Committee for the time being present in Australia 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 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 receive 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 16.3** from being satisfied by the number of Committee members which constitutes a quorum, and none of such 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 16.3** 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 member is there present. If no member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

16.4 Special Resolutions

- (a) A special resolution must be passed by a Special or Annual General Meeting of the Club to effect the following changes:
- a change of the Club's name;
 - a change of the Club's Rules and By-Laws;
 - a change of the Club's objects;
 - an amalgamation with another incorporated Club or Body;
 - a voluntary wind up of the Club and distribution of its property.

- (b) Notice of a special resolution shall be given in accordance with the procedures set out in paragraph 12.4 of these Rules;
- (c) At least three-quarters of those present and voting must vote in favour for such resolution to be passed.

16.5 Quorum

At meetings of Committees the number of Members whose presence is required to constitute a quorum shall be more than 50% of the relevant Committee Members

16.6 Notice of Meetings

Unless all Members of the relevant Committee 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 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 three (3) days prior to such meeting.

16.7 Chairperson

The relevant Committee shall appoint a chairperson from among its number. The chairperson shall be the nominal head of the Committee and will act as chair of any meeting at which he is present. 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.

16.8 Conflict of Interest

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. He shall, unless otherwise determined by the Chairman of the relevant committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee Member casts a vote, the vote shall not be counted. 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 relevant Committee. If this is not possible, the matter shall be adjourned or deferred.

16.9 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 relevant 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.

16.10 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 16.9](#). 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.

16.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 16.9 and/or 16.10** must be recorded in the minutes of the relevant meeting.

17. DELEGATION

17.1 Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.

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.

17.2 Delegation by Instrument

In the establishing instrument, the 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 by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

17.3 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.

17.4 Procedure of Delegated Entity

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 17**. 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.

17.5 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.

17.6 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..

18. 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. Every use of the Seal shall be recorded in the Club's minute book. Two Committee members must witness every use of the Seal, unless the Committee determines otherwise.

19. ANNUAL GENERAL MEETING

- (a) The Club's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee.
- (b) A minimum of fourteen (14) days' notice shall be given of the meeting.
- (c) All General Meetings other than the annual general meeting shall be held in accordance with this Constitution.

20. SPECIAL GENERAL MEETINGS

20.1 Special General Meetings May be Held

The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

20.2 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when 25 or more Members submit a requisition in writing.
- (b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Committee does not call 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.

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.

21. GENERAL MEETINGS

- (a) General Meetings shall be held monthly or at such frequency as determined by the Committee.
- (b) Notice of every General Meeting shall be given to all members by way of advertising on the Club website and by such other means as determined by the Committee.

- (c) 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.
- (d) At least five (5) 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.

22. 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.
- (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 22(a)**, shall be special business.
- (c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting, except in the area of General Business.

23. NOTICES OF MOTION

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 Secretary by Friday prior to the scheduled general meeting.

24. PROCEEDINGS AT GENERAL MEETINGS

24.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be more than 50% of Committee Members.

24.2 Chairperson to Preside

The chairperson of the Committee shall, subject to this Constitution, preside as chair at every general meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the committee members present shall appoint another committee person to preside as chairperson for that meeting only.

24.3 Adjournment of Meeting

- (a) 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 a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) 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.

- (c) 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.
- (d) Except as provided in **clause 24.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) a simple majority of the Members.

24.5 Recording of Determinations

Unless a poll is demanded under **clause 24.4**, 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 book of proceedings.

24.6 Where Poll Demanded

If a poll is duly demanded under **clause 24.4** 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.

25. VOTING AT GENERAL MEETINGS

25.1 Members Entitled to Vote at a General Meeting

Each Individual Member and Life Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

25.2 Members Entitled to Vote at an Annual General Meeting

Each Individual Member and Life Member shall be entitled to one vote at Annual General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

25.3 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

25.4 Proxy Voting

Proxy voting shall not be permitted at all General Meetings including Annual General Meetings.

25.5 Postal Voting

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

26. 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 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 an independent tribunal established by the RSO in accordance with the procedures determined by the RSO from time to time.
- (d) The Committee may prescribe additional grievance procedures in the Regulations.

27. RECORDS AND ACCOUNTS

27.1 Records

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

27.2 Records Kept in Accordance with the Act

The Treasurer shall ensure that correct books, accounts and records are kept showing the financial affairs of the Club. These records shall be available for inspection by any Committee member, or at the discretion of the Committee, by any Member of the Club. Such records shall be held in the custody of the Treasurer.

27.3 Committee to Submit Accounts

The Treasurer shall submit the Club's statements of account to the Members at the Annual General Meeting in accordance with this Constitution and the Act.

27.4 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.

27.5 Negotiable Instruments

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 duly authorised Committee Members or in such other manner as the Committee determines.

28. AUDITOR

A properly qualified auditor or auditors may be appointed by the Club at the Annual General Meeting where it is considered necessary.

29. INCOME

- 29.1** Income and property of the Club shall be derived from such sources as the Committee determines from time to time.
- 29.2** The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 29.3** Except as prescribed in this Constitution or the Act:

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.

- 29.4** 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, director 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..

Nothing in **clauses 29.2 or 29.3** 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.

30. 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 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).

31. DISTRIBUTION OF PROPERTY ON WINDING UP

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. 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. 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.

32. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution at a Special General Meeting or an Annual General Meeting. Notification of such meeting shall be given to all members at least 21 days prior to the meeting. All changes to the Constitution are to be registered with the NSW Office of Fair Trading within 28 days of them being approved.

33. REGULATIONS

33.1 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.

33.2 Regulations Binding

All Regulations are binding on the Club and all Members.

33.3 Regulations Deemed Applicable

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

33.4 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.

34. STATUS AND COMPLIANCE OF CLUB

34.1 Recognition of Club

The Club is a Member of the regional body for Football and is recognised by that body as the entity responsible for the delivery of Football in the local area and is subject to compliance with its Constitution. The regional bodies' Constitutions shall continue to be so recognised and shall administer Football in the local area in accordance with the Objects.

34.2 Constitution of the Club

This Constitution will clearly reflect the Objects of the region and state bodies for Football and will conform to the Constitutions of those bodies, subject always to the Act.

34.3 Region and SSO

The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval of members by Special Resolution.

35. 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 facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number 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 facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) 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.

36. INDEMNITY

- (a) Every Committee Member 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 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 directors and employees against all damages and losses (including legal costs) for which any such director or employee may be or become liable to any third party in consequence of any act or omission, except willful misconduct:
 - (ii) in the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - (iii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.