

Constitution

Date: [date]

NORTH ROCKS FOOTBALL CLUB INCORPORATED

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS.....	5
1.1	Name of Club.....	5
1.2	Definitions.....	5
1.3	Interpretation	6
1.4	Act	7
2.	OBJECTS.....	7
3.	POWERS	8
4.	INCOME AND PROPERTY OF CLUB	8
4.1	Sole Purpose	8
4.2	Payments to Members	8
5.	STATUS AND COMPLIANCE OF CLUB	9
5.1	Recognition of Club	9
5.2	Association.....	9
5.3	Amendment of the Constitution.....	9
6.	MEMBERSHIP	9
6.1	Minimum number of Members.....	9
6.2	Categories of Members	9
6.3	Admission of Members.....	10
6.4	Life Members.....	10
6.5	Adult Members	11
6.6	Junior Member	12
6.7	Application for Membership	12
6.8	Discretion to Accept or Reject Application.....	12
6.9	Renewal of Membership	13
6.10	Deemed Membership	13
6.11	General.....	13
6.12	Limited Liability	14
7.	EFFECT OF MEMBERSHIP	14
8.	CESSATION OF MEMBERSHIP	15
8.1	Cessation	15
8.2	Resignation	15
8.3	Expiration of Notice Period	15
8.4	Resignation by failure to pay fees.....	15
8.5	Discontinuance for Failure to Renew	16
8.6	Forfeiture of Rights.....	16
9.	DISCIPLINE OF MEMBERS	16
9.1	Establishing a Disciplinary Committee	16
9.2	Provisional Suspension.....	16
9.3	Disciplinary Committee Members	17
9.4	Notice of Alleged Breach	17
9.5	Determination of Disciplinary Committee.....	17
9.6	Appeal	18
9.7	Appeal Tribunal.....	18
9.8	Appeals Process	18
9.9	Hearing by technology or in person	19
10.	GRIEVANCE PROCEDURE	19
11.	FEES	20
11.1	Membership Fee.....	20
11.2	Non-Payment of Fees	20
11.3	Deferral or reduction of fees	20

12.	ASSOCIATION	20
13.	REGISTERS	21
13.1	Club to Keep Register	21
13.2	Inspection of Register	21
13.3	Use of Register	21
14.	GENERAL MEETINGS	22
14.1	Annual General Meeting	22
14.2	Power to convene General Meeting	22
14.3	Notice of a General Meeting	22
14.4	No other business	23
14.5	Cancellation or postponement of General Meeting	23
14.6	Written notice of cancellation or postponement of General Meeting	23
14.7	Contents of notice postponing General Meeting	23
14.8	Number of days for postponement of General Meeting	23
14.9	Business at postponed General Meeting	23
14.10	Non-receipt of notice	24
14.11	No proxy voting	24
15.	PROCEEDINGS AT GENERAL MEETING	24
15.1	Number for a quorum	24
15.2	Requirement for a quorum	24
15.3	Quorum and time	24
15.4	Adjourned meeting	24
15.5	President to preside over General Meetings	24
15.6	Conduct of General Meetings	25
15.7	Adjournment of General Meeting	25
15.8	Notice of adjourned meeting	25
15.9	Questions decided by majority	25
15.10	Equality of votes	25
15.11	Declaration of results	26
15.12	Poll	26
15.13	Objection to voting qualification	26
15.14	President to determine any poll dispute	26
15.15	Electronic or postal voting	26
15.16	Minutes	27
16.	VOTES OF MEMBERS	27
17.	DIRECTORS	28
17.1	Number of Directors	28
17.2	Portfolios	28
17.3	Qualifications	28
17.4	Transitional Arrangements	28
17.5	Nomination for election	28
17.6	Election of Directors	28
17.7	Term of office of Directors generally	29
17.8	Office held until end of meeting	29
17.9	Elected Director elected at General Meeting	29
17.10	Maximum consecutive years in office for Directors	30
17.11	Casual vacancy in ranks of Elected Directors	30
17.12	Remuneration of Directors	30
17.13	Honorarium	30
17.14	Vacation of office	30
17.15	Return of documents and records	31
17.16	Alternate Director	31
18.	POWERS AND DUTIES OF DIRECTORS	31
18.1	Directors to manage the Club	31
18.2	Specific powers of Directors	31

18.3	Time, etc	31
18.4	Appointment of attorney	32
18.5	Provisions in power of attorney	32
18.6	Delegation of powers	32
18.7	Code of Conduct	32
18.8	Representative of Club	33
19.	PROCEEDINGS OF DIRECTORS	33
19.1	Directors meetings	33
19.2	Questions decided by majority	33
19.3	No casting vote	33
19.4	Quorum	33
19.5	Effect of vacancy	33
19.6	Convening meetings	34
19.7	Election of President	34
19.8	Circulating resolutions	34
19.9	Validity of acts of Directors	35
19.10	Directors' Interests	35
19.11	Minutes	35
20.	VIRTUAL MEETINGS OF THE CLUB	35
20.1	Virtual Meeting	35
20.2	Conduct of Virtual Meeting	36
21.	PUBLIC OFFICER	36
21.1	Appointment of Public Officer	36
21.2	Suspension and removal of Public Officer	36
21.3	Powers, duties and authorities of Public Officer	37
22.	COMMITTEES	37
22.1	Committees	37
22.2	Powers delegated to Committees	37
22.3	Committee meetings	37
23.	POLICIES	37
23.1	Making and amending Policies	37
23.2	Effect of Policies	37
24.	KEEPING AND INSPECTING RECORDS	38
24.1	Records	38
24.2	Inspection of Records	38
25.	ACCOUNTS	39
25.1	Accounting Records	39
25.2	Transactions	39
25.3	Auditor	39
26.	SERVICE OF DOCUMENTS	39
26.1	Document includes notice	39
26.2	Methods of service on a Member	39
26.3	Methods of service on the Club	39
26.4	Post	40
26.5	Email or electronic transmission	40
26.6	Website	40
27.	INDEMNITY	40
27.1	Indemnity of officers	40
27.2	Insurance	41
27.3	Deed	41
28.	WINDING UP	41
28.1	Contributions of Members on winding up	41
28.2	Excess property on winding up	41

29. SOURCE OF FUNDS42

30. COMMON SEAL42

31. TRANSITIONAL ARRANGEMENTS.....42

DRAFT

Constitution

1. DEFINITIONS AND INTERPRETATIONS

1.1 Name of Club

The name of the incorporated association is North Rocks Football Club Incorporated (**Club**).

1.2 Definitions

In this Constitution unless the context requires otherwise:

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

Adult Member means a person admitted to the Club as an adult member under clause 6.5.

AGM or Annual General Meeting means the annual General Meeting of the Club required to be held by the Club in each calendar year.

Association means Hills Football (ABN 48 657 546 058).

Board or Directors means the body consisting of the Directors under **clause 17**.

Committee means a committee established by the Directors under **clause 22**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a director of the Club and includes the Elected Directors and the individuals in office on the date this Constitution was adopted.

Elected Director means a Director elected under **clause 17.9**.

FA means Football Australia Limited (ACN 106 478 068).

FIFA means the Federation Internationale de Football Association.

Financial Year means the year commencing 1 October and ending 30 September the following calendar year.

FNSW means Football NSW Limited (ACN 003 215 923).

Football means the sport of football/soccer as recognised and regulated by FIFA, FA, FNSW and/or the Association from time to time.

General Meeting means a general meeting of Members and includes the AGM.

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.

Junior Member means a person admitted to the Club as a junior member under clause 6.6.

Life Member means a person admitted to the Club as a life member under clause 6.4.

Local Area means the geographical area in which the Club operates as determined by the Club.

Member means a member of the Club under clause 6.

Objects mean the objects of the Club in clause 2.

Policy means a policy made under this Constitution, including any by-laws, and will be publicly available to members.

President means the person elected as the president of the Club under clause 19.7(a).

Public Officer means a person appointed as public officer of the Club under clause 21.

Register means the register of Members kept in accordance with clause 13.1.

Registration means registration of a Member with the Club, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and their consent to membership of the Club as required by clause 6.3. **Registered** has a corresponding meaning.

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

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

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

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with clause 6.2.

1.3 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person (which includes virtually);

- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.4 Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

2. OBJECTS

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

- (a) provide a Football club for the Local Area;
- (b) conduct, encourage, promote, advance and administer Football throughout the Local Area;
- (c) actively foster the Football skill development of Members as players, coaches, managers and/or referees;
- (d) organise and conduct competitive events and competitions within the guidelines and rules as set by the Association;
- (e) affiliate with such other organisations or bodies as may be recognised and approved by the Board and/or the Club;
- (f) provide an organisational body through which Members may participate in the Football activities conducted by such other organisations or bodies as may be recognised and approved by the Board and/or the Club;
- (g) maintain the good image of the Club and Football;
- (h) use and promote the Intellectual Property;
- (i) advance the operations and activities of the Club throughout the Local Area;
- (j) select, prepare and enter teams in competitions;
- (k) have regard to the public interest in its operations; and
- (l) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS

Solely for furthering the Objects under **clause 2**, the Club, in addition to the powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

4. INCOME AND PROPERTY OF CLUB

4.1 Sole Purpose

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

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member in good faith in the promotion of the Objects as follows:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or

- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Club by them.

5. STATUS AND COMPLIANCE OF CLUB

5.1 Recognition of Club

The Club is a member of the Association and is recognised as the entity responsible for the delivery of Football in the Local Area and is subject to compliance with the Association constitution. The Club shall administer Football in the Local Area in accordance with the Objects and the objects of the Association.

5.2 Association

The Club must not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution.

5.3 Amendment of the Constitution

No addition, alteration, amendment or rescission shall be made to this Constitution unless the same has been approved by Special Resolution of the Club.

6. MEMBERSHIP

6.1 Minimum number of Members

The Club must have at least five Members.

6.2 Categories of Members

Members of the Club shall fall into one of the following categories:

- (a) Adult Members, who subject to this Constitution shall have the right to receive notice of, attend, debate and vote at General Meetings;
- (b) Junior Members, who subject to this Constitution, do not have the right to receive notice of General Meetings or to be present, debate or vote at General Meetings, however one parent or guardian:
 - (i) shall have the right to receive notice of, attend, debate and, subject to **clause 16**, vote at General Meetings on behalf of the Junior Member;
 - (ii) will constitute a Voting Member for the purposes of this Constitution when acting in that capacity;
- (c) Life Members, who subject to this Constitution shall have the right to receive notice of, attend, debate and vote at General Meetings; and

- (d) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 6.2(d)** may not be granted voting rights without the approval of the Club in General Meeting.

6.3 Admission of Members

A person will become a Member, and the Club will record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Club, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution and the Policies (including Policies specific to the relevant category of Membership) and any FA, FNSW or Association policies applicable to the Club or its Members;
- (b) pay the fees (if any) determined to apply to the Member under **clause 11**; and
- (c) support the Club in the encouragement and promotion of its Objects.

6.4 Life Members

- (a) In order to be eligible to be nominated as a Life Member, a person must:
 - (i) be an Adult Member;
 - (ii) have been a Junior and/or Adult Member for a period of not less than five consecutive years;
 - (iii) have rendered exceptional service to the Club;
 - (iv) been nominated for election as a Life Member, and such nomination has been recommended by the Board; and
 - (v) has been elected as a Life Member by a two thirds majority of those present, eligible to vote and voting at the Annual General Meeting.
- (b) A nomination for election as a Life Member:
 - (i) shall be made and seconded by Adult and/or Life Members in the form of nomination prescribed by the Board;
 - (ii) shall include the nominator's and seconder's remarks; and
 - (iii) shall only be accepted by the Club up to 42 days before the date set for the Annual General Meeting.
- (c) Up to two Life Members may be elected at any one Annual General Meeting. Should more than two nominations for election as Life Members

be received, the Board shall determine which of these shall be recommended to the Annual General Meeting.

- (d) Each nomination for election as a Life Member shall be put to a separate vote.
- (e) A Life Member is required to pay applicable annual fees, unless otherwise determined by the Board in its absolute discretion.
- (f) The Policies will set out:
 - (i) the categories of Life Membership which exist;
 - (ii) the criteria to be met by each category of Life Member; and
 - (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.
- (g) The Board may terminate a Life Membership where the Board considers in its reasonable opinion that the Life Member has brought the sport of Football, the Club or the Association into disrepute or where the Board considers termination of the Life Membership to be reasonably necessary or appropriate.

6.5 Adult Members

- (a) A person is qualified to be an Adult Member if, but only if, they are a natural person who has attained age 18 years of age and has:
 - (i) nominated for Adult Membership;
 - (ii) been approved for Adult Membership by the Board; and
 - (iii) paid their annual registration fees (if any).
- (b) An Adult Member shall be entitled to all rights and privileges, to nominate a person for election and/or appointment to any position, to be nominated and/or elected or appointed to any position, and to vote on any matter at any General Meeting.
- (c) All adult players (who are registered to play Football for the Club), coaches, managers and/or Directors shall be Adult or Life Members, except in the case of coaches who are Junior Members.
- (d) No individual shall be Registered with the Club as an Adult Member except in accordance with this **clause 6.5**. The Club may at its discretion refuse to accept a person as an Adult Member and shall not be required or compelled to provide any reason for such rejection.
- (e) Subject to **clause 6.5(a)**, an individual may apply to become an Adult Member of the Club and is subject to the provisions of this Constitution.
- (f) In addition to the effect of membership set out in **clause 6.3**, an Adult Member must comply with this Constitution, the Policies, the policies of

the Association, FNSW and FA as they apply to the Club and its Members and support the Club and the Objects.

- (g) An Adult Member is entitled to any benefits of membership prescribed to apply to Adult Members respectively in the Policies.

6.6 Junior Member

- (a) A person is qualified to be a Junior Member if they are a natural person who has not attained age 18 years of age and has:
 - (i) registered to play Football for the Club; or
 - (ii) successfully applied to coach a junior team in the Club for the current season,and paid the annual registration fees (if any) to the Club.
- (b) A Junior Member shall not be entitled to any rights and/or privileges of an Adult Member except as provided in **clause 6.2(b)**.
- (c) A nomination of a person for Junior Membership shall be:
 - (i) made by the parent or guardian of the person in the form of application prescribed by the Board;
 - (ii) accompanied by payment of the annual registration fee (if any); and
 - (iii) lodged with the Club.
- (d) As soon as practicable after receiving the application, the Club shall:
 - (i) effect registration with the Association; and
 - (ii) enter the applicant's particulars in the register, after which time the applicant becomes a Junior Member.

6.7 Application for Membership

Subject to this Constitution, to be eligible for membership as a Member, (except as a Life Member, which is governed by **clause 6.4**), the applicant must be a natural person and meet the criteria in this **clause 6** and any other criteria set by the Board from time to time.

6.8 Discretion to Accept or Reject Application

- (a) The Board may accept or reject an application, irrespective of whether:
 - (i) the applicant is a new applicant making an application under this **clause 6** or an expiring Member reapplying under **clause 6.9**; or
 - (ii) the applicant has complied with the requirements in this **clause 6** or not.

- (b) The Board is not required or compelled to provide any reason for such acceptance or rejection.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.
- (d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.9 Renewal of Membership

- (a) Membership of the Club (other than Life Membership) expires on the earlier of:
 - (i) the end of the calendar year; or
 - (ii) a date prescribed by the Directors from time to time.
- (b) Members (other than Life Members) must reapply for membership of the Club each year and in accordance with the procedures set down by the Board from time to time.
- (c) The Board may accept or reject a reapplication for membership in accordance with this **clause 6.8**.
- (d) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

6.10 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 6.10(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

6.11 General

- (a) The Club must keep a register of all Members in accordance with the Act.
- (b) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

- (d) A Member must treat all staff, contractors and representatives of the Club with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club or Football, or both.

6.12 Limited Liability

Members have no liability in that capacity except as set out in **clause 28**.

7. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Policies;
 - (ii) they shall comply with and observe this Constitution and the Policies and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
 - (iii) by submitting to this Constitution and the Policies they are subject to the jurisdiction of the Club;
 - (iv) this Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and Football;
 - (v) this Constitution and Policies are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football;
 - (vi) neither membership of the Club nor this Constitution gives rise to:
 - (A) any proprietary right of Members in, to or over the Club or its property or assets;
 - (B) any automatic right of a Member to renewal of their membership of the Club; or
 - (C) subject to the Act and the Club acting in good faith, the right of Members to natural justice unless expressly provided for in this Constitution; and
 - (vii) they are entitled to all benefits, advantages, privileges and services of Club membership.
- (b) Subject to **clause 11.2**, a Voting Member of the Club has the right:
 - (i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;

- (ii) to submit items of business for consideration at a General Meeting;
- (iii) to attend and be heard at General Meetings;
- (iv) to vote at a General Meeting;
- (v) to have access to the minutes of the General Meetings and other documents of the Club as provided under **clause 24**; and
- (vi) subject to **clause 13.2**, to inspect the register of members.

8. CESSATION OF MEMBERSHIP

8.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death (if a natural person);
- (c) expiry of their membership under **clauses 6.9(a)** and **8.5**;
- (d) the termination of their membership according to this Constitution or the Policies; or
- (e) the Member no longer meeting the requirements for membership according to **clause 6**.

8.2 Resignation

Any Member who has paid all monies due and payable to the Club may resign from the Club in a manner prescribed by the Club from time to time. Upon receipt of the resignation, the Member shall cease to be a member.

8.3 Expiration of Notice Period

Upon the expiration of a notice given under **clause 8.2**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

8.4 Resignation by failure to pay fees

- (a) Subject to **clause 8.5**, a Member is taken to have resigned if:
 - (i) the Member's annual fee (if any) is outstanding more than one month after the due date determined by the Board in accordance with **clause 11.1(a)(iv)**; or
 - (ii) no annual fee is payable and:
 - (A) the Board has made a written request to the Member to confirm that they wish to remain a Member; and

- (B) the Member has not, within one month after receiving that request, confirmed in writing that they wish to remain a Member,

where nothing in this clause overrides automatic expiry of membership under **clauses 8.1(c)** and **6.9**.

- (b) Should a sufficient explanation be made to the Board for the failure to pay fees or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

8.5 Discontinuance for Failure to Renew

Membership of the Club (except Life Membership) is automatically discontinued if a Member (except a Life Member) has not reapplied for membership of the Club in accordance with **clause 6.9**.

8.6 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Club or the Directors for damages or otherwise, or claim upon its property including the Intellectual Property.

9. DISCIPLINE OF MEMBERS

9.1 Establishing a Disciplinary Committee

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or the sport of Football, or another Member; or
- (c) brought themselves, another Member, the Club or the sport of Football into disrepute,

the Board may by resolution and in accordance with **clause 22**, establish a disciplinary committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**) and that Member will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

9.2 Provisional Suspension

- (a) Upon establishing a disciplinary committee in accordance with **clause 9.1** the Board may by resolution provisionally suspend the Member subject to

the Disciplinary Hearing until such time as the disciplinary committee makes a finding.

- (b) The disciplinary committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

9.3 Disciplinary Committee Members

The members of the disciplinary committee:

- (a) may be Members or anyone else; but
- (b) must not be biased against, or in favour of, the Member concerned.

9.4 Notice of Alleged Breach

- (a) Where a disciplinary committee is established, the Club shall serve on the Member not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:
 - (i) setting out the alleged breach of the Member and the grounds on which it is based;
 - (ii) stating that the Member may address the disciplinary committee at the Disciplinary Hearing;
 - (iii) stating the date, place and time of that Disciplinary Hearing;
 - (iv) informing the Member that he, she or it may do one or more of the following:
 - (A) attend that Disciplinary Hearing; and
 - (B) give the disciplinary committee prior to or at that meeting a written statement regarding the alleged breach.

9.5 Determination of Disciplinary Committee

- (a) The disciplinary committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that:
 - (i) the Member has the opportunity to be heard and to call witnesses; and
 - (ii) due consideration is given to any written statement submitted by the Member or a witness,before determining whether the alleged breach occurred.
- (b) If the disciplinary committee determines there was a breach under **clause 9.1**, it will determine what penalty (if any) shall be given to the Member, and give notice of this to the Board.

- (c) The penalties able to be given to the Member by the disciplinary committee include:
 - (i) expel a Member from the Club; or
 - (ii) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or
 - (iii) fine a Member; or
 - (iv) impose such other penalty, action or educative process as the disciplinary committee sees fit.

9.6 Appeal

- (a) Subject to **clause 9.6(b)**, an appeal tribunal may be appointed by the Board to hear and adjudicate on any appeal lodged by a Member against the decision of the disciplinary committee.
- (b) An appeal may only be lodged by a party directly affected by a decision and where such an appeal is based on the ground that new information or evidence can be presented that was not available at the time of the original decision being appealed against.

9.7 Appeal Tribunal

- (a) The Board will appoint an appeal tribunal to determine an appeal lodged in accordance with the provisions of **clause 9.6**. The composition of an appeal tribunal shall be a panel of two or three persons deemed suitable by the Board, which may, but is not required to, include a chair with legal training or experience in dispute resolution.
- (b) A member of the appeal tribunal under **clause 9.7(a)** must not have been a party to or directly interested in the decision under appeal or the original matter brought for determination.

9.8 Appeals Process

- (a) A request for an appeal against a decision of the disciplinary committee must be forwarded to the Public Officer in writing within 14 days of the relevant party being given notice of the disciplinary committee decision. The Public Officer will inform the Board without delay.
- (b) The lodgement of appeal must be accompanied by payment of an appeal fee as determined by the Board. The fee shall be fully refundable if the appeal is successful.
- (c) The Board shall determine whether the appeal falls within the grounds for appeal under **clause 9.6(b)**. If satisfied, an appeal tribunal will be appointed within 7 days of formal lodgement of the appeal.
- (d) The appeal tribunal will schedule a date and venue for a hearing as soon as possible and no later than 21 days after formal lodgement of the appeal.

- (e) The parties will be advised of the grounds for appeal and invited to lodge written submissions which must be received by the Public Officer no later than 2 business days prior to the scheduled appeal hearing. The Public Officer will ensure that all written submissions are distributed to all parties and the appeal tribunal in a timely manner prior to the hearing.
- (f) The appeal tribunal will consider the appeal in accordance with the principles of natural justice as broadly outlined in **clause 9.5**.
- (g) The appeal tribunal may adjourn a hearing to obtain further information or evidence.
- (h) At the conclusion of the hearing the appeal tribunal shall:
 - (i) uphold the appeal and rescind the original decision; or
 - (ii) dismiss the appeal; or
 - (iii) dismiss the appeal and review the penalty within the provisions of **clause 9.5(c)**.
- (i) The decision of the appeal tribunal shall be final.
- (j) The appeal tribunal must forward to the Public Officer a written report outlining their determination of the matter.

9.9 Hearing by technology or in person

A Disciplinary Hearing and an appeal tribunal hearing may, at the discretion of the disciplinary committee chair or the appeal tribunal chair, be held in person or take place by using any technology that allows the parties to clearly and simultaneously communicate with each other.

10. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 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 may, within 10 days, refer the dispute to Community Justice Centres New South Wales (or such other similar body in circumstances where the body named is no longer in existence) for resolution.

- (d) The Board may prescribe additional grievance procedures in Policies consistent with this **clause 10**.

11. FEES

11.1 Membership Fee

- (a) The Directors must determine from time to time:
- (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount (if any) of the annual registration fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Club the amounts determined under this **clause 11** in accordance with **clause 11.1(a)(iv)**.

11.2 Non-Payment of Fees

The right of a Member to attend and vote at a General Meeting is suspended while the payment of any fee or other amount determined under **clause 11** is in arrears greater than 90 days.

11.3 Deferral or reduction of fees

- (a) The Directors may defer the obligations of a Member to pay a fee or other amount, or reduce (including to zero) the fee or other amount payable by a Member, if the Directors are satisfied that:
- (i) there are reasonable grounds for doing so;
 - (ii) the Club will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced fee or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a fee or other amount payable by a Member under this **clause 11.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

12. ASSOCIATION

The Club shall do all things necessary to implement and/or enforce a decision of the Association and/or other organisation/body with which the Club is affiliated, regarding any player, official, Member or person who seeks to be a Member.

13. REGISTERS

13.1 Club to Keep Register

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

- (a) the full name, one or more of the residential or postal or email address, category of membership, and date of entry of each Member including Life Members and (as applicable) the date on which they ceased to be a Member;
- (b) the full name, one or more of the residential or postal or email address and date of entry to office of each Director and (as applicable) the date on which each Director vacates office, person who is authorised to use the common seal of the Club and any person appointed to act as trustee on behalf of the Club; and
- (c) where applicable, the date of termination of membership of any Member.

Members, Directors and any person referenced in this **clause 13.1** shall provide notice of any change and required details to the Club within 28 days of such change.

13.2 Inspection of Register

- (a) Having regard to the Act and subject to this **clause 12**, the Register shall be available for inspection and copying by Members, upon reasonable request to the Board. A Member may also in writing request the Board provide the Member with a copy of the Register.
- (b) Where a Member wishes to copy, or wishes to receive a copy, of the Register, the Member must first provide to the Board a statutory declaration setting out the purpose for which the copy is required and declaring the purpose is connected with the affairs of the Club.
- (c) Subject to the Act, the Board may determine a reasonable charge for the cost of complying with a request under **clause 13.2(a)**.

13.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Board may use the Register to further the Objects, in such manner as the Board considers appropriate; and
- (b) a Member must only use or disclose information in the Register for a purpose that is directly connected with the affairs of the Club or that is related to the administration of the Act.

14. GENERAL MEETINGS

14.1 Annual General Meeting

- (a) AGMs of the Club are to be held:
 - (i) according to the Act; and
 - (ii) at a date and venue determined by the Directors.
- (b) The chair of an AGM must allow a reasonable opportunity for the Members at the meeting to ask questions about, or make comments on, the management of the Club.

14.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) The Directors must on the requisition in writing of the greater of:
 - (i) 30 Voting Members; or
 - (ii) at least 5% of the Voting Members,convene a General Meeting.

14.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Club; and
 - (ii) in accordance with **clause 26** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the Club will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

14.4 No other business

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

14.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

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

14.6 Written notice of cancellation or postponement of General Meeting

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

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

prior to the commencement of the General Meeting.

14.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

14.8 Number of days for postponement of General Meeting

The number of days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of days' notice of that General Meeting required to be given by **clause 15.8**.

14.9 Business at postponed General Meeting

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

14.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

14.11 No proxy voting

Proxy voting is not permitted.

15. PROCEEDINGS AT GENERAL MEETING

15.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum at a General Meeting is 20 Voting Members.

15.2 Requirement for a quorum

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

15.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

15.4 Adjourned meeting

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

15.5 President to preside over General Meetings

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

- (iii) a Voting Member chosen by a majority of the Voting Members present.

15.6 Conduct of General Meetings

- (a) The chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 15.6** is final.

15.7 Adjournment of General Meeting

- (a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

15.8 Notice of adjourned meeting

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

15.9 Questions decided by majority

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

15.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

15.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

15.12 Poll

- (a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 16**.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

15.13 Objection to voting qualification

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

15.14 President to determine any poll dispute

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

15.15 Electronic or postal voting

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

- (b) Postal voting is not permitted.

15.16 Minutes

- (a) The Board must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
 - (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
 - (i) the financial statements submitted to the Members in accordance with the Act; and
 - (ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

16. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.
- (b) In accordance with **clause 16(a)**, an individual who is:
 - (i) an Adult Member and the parent/guardian of a Junior Member; or
 - (ii) the parent/guardian of two or more Junior Members,only has one vote.
- (c) With respect to Junior Members:
 - (i) only one parent/guardian may represent and vote for a single Junior Member at any given time; and
 - (ii) multiple parents/guardians may separately represent and vote for multiple Junior Members, subject to this **clause 16**.
- (d) No Member other than the Voting Members shall be entitled to vote at General Meetings.

17. DIRECTORS

17.1 Number of Directors

The Board shall consist of not less than five and not more than seven Elected Directors elected under **clause 17.9**.

17.2 Portfolios

The Board may allocate portfolios to Directors.

17.3 Qualifications

The Directors may determine position or role descriptions or necessary qualifications for Director positions.

17.4 Transitional Arrangements

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out at **clause 31** shall apply from the date of adoption of this Constitution.
- (b) Should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of **clause 17.7**.

17.5 Nomination for election

- (a) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Club will request from Members nominations (which comply with this **clause 17.5**) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.
- (b) Any Member, Director or Committee may nominate a person or a person may nominate themselves to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
 - (i) be in the form required by the Directors; and
 - (ii) signed by the nominee and nominator (if different).

17.6 Election of Directors

Elections for Elected Director positions shall be by a 'first past the post' ballot in accordance with this **clause 17.6** at the relevant General Meeting on papers prepared by the Club as follows:

- (a) where the number of nominations received for Elected Director positions is equal to or less than the number of Elected Director positions to be filled, then those nominated shall be deemed elected;
- (b) if there are insufficient nominations received to fill all vacancies for Elected Director positions, the remaining positions will be deemed casual vacancies under **clauses 17.11** and **17.14**; and
- (c) in all other cases, a ballot will be conducted for the Elected Director positions to be filled, with the eligible nominee who receives the highest number of votes to be elected to fill that Elected Director position.

Subject to this Constitution, the voting shall be conducted in such manner as may be determined by the Board from time to time.

17.7 Term of office of Directors generally

- (a) Subject to **clauses 17.9, 17.10** and **17.11**, an Elected Director will hold office for a term of two years.
- (b) Over each two-year period:
 - (i) four Elected Directors shall be elected in the first year; and
 - (ii) three Elected Directors shall be elected in the second year,
- (c) For the purposes of **clause 17.7(b)**, those Elected Directors to retire shall be determined by who has been in office the longest. If the Board cannot agree, retirements will be determined by lot.

17.8 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 17.10**, is eligible for re-election.

17.9 Elected Director elected at General Meeting

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

there will be a vote of the Members conducted in accordance with **clause 17.6** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 17.9(c)** and **17.10**, an Elected Director elected under this **clause 17.9** takes office at the end of the meeting at which they are elected for a period of two years, expiring at the conclusion of the second AGM following.

- (c) An Elected Director elected under **clause 17.9(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

17.10 Maximum consecutive years in office for Directors

- (a) A Director must not serve more than five consecutive terms as a Director. For the avoidance of doubt, service for any part of a term shall be deemed a full term for the purposes of this **clause 17.10(a)**.
- (b) A Director who has served the maximum number of terms in accordance with **clause 17.10(a)** shall not be eligible to be a Director for two years following the completion of their maximum term.

17.11 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 17.14**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 17.11(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

17.12 Remuneration of Directors

Subject to **clause 17.13**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

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

17.13 Honorarium

The Club may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

17.14 Vacation of office

The office of a Director becomes vacant when the Act says it does and also if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

- (d) resigns from office by notice in writing to the Club;
- (e) is not present at three consecutive Directors' meetings without leave of absence from the Directors;
- (f) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of the interest;
- (g) after reasonable consideration by the Board it determines the Director:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club and/or Football; or
 - (ii) has brought themselves, the Club or Football into disrepute, provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (h) is removed by Special Resolution; or
- (i) would otherwise be prohibited from being a director of a corporation under the Corporations Act.

17.15 Return of documents and records

Within 14 days after a person ceases to be a Director, the person (or their representative) must deliver to the Club all documents, records, equipment and assets (including passwords and any IT equipment) connected with the affairs of the Club or, in the case of relevant Club documents or records that are stored on a computer, a copy of all such documents and records.

17.16 Alternate Director

A Director cannot appoint an alternate.

18. POWERS AND DUTIES OF DIRECTORS

18.1 Directors to manage the Club

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

18.2 Specific powers of Directors

Without limiting **clause 18.1**, the Directors may exercise all the Club's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Club or of any other person.

18.3 Time, etc

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a

circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

18.4 Appointment of attorney

The Directors may appoint any person to be the Club's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

18.5 Provisions in power of attorney

A power of attorney granted under **clause 18.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

18.6 Delegation of powers

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to any employee of the Club or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

18.7 Code of Conduct

The Directors shall:

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

18.8 Representative of Club

- (a) The Board shall appoint two representatives to attend general meetings of the Association and exercise the powers of the Club as a member of the Association (including casting votes at the meeting). The Board may appoint more than two representatives but only two representatives may exercise the Club's powers at any one time.
- (b) The Club's representatives must:
 - (i) be an Adult Member or Life Member;
 - (ii) be a current financial Member of the Club; and
 - (iii) be empowered by the Board to make decisions and vote in proceedings at meetings of the Association on the Club's behalf.
- (c) The Board shall annually notify the Association of the details of the representatives. The Club shall advise the Association within seven days of any change to its nominated representatives.

19. PROCEEDINGS OF DIRECTORS

19.1 Directors meetings

- (a) Subject to **clause 19.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six times in each calendar year.

19.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

19.3 No casting vote

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

19.4 Quorum

Five Directors present in person constitutes a quorum.

19.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

19.6 Convening meetings

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

19.7 Election of President

- (a) The Directors must at the first Directors' meeting after the AGM annually elect one of their number to be the President by a majority vote.
- (b) The Director elected to be President under **clause 19.7(a)** will, subject to remaining a Director, remain President for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.
- (c) Despite **clause 19.7(b)**, if:
 - (i) there is no person elected as President; or
 - (ii) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the President is unwilling to act,the Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as President may be re-elected as President in following years, so long as they remain a Director.

19.8 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a

document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 19.8(a)** and is taken to be signed when received by the Club in legible form.
- (c) The resolution is passed when the last required Director signs.

19.9 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

19.10 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest, that Director is ineligible to receive the Directors' meeting papers related to the matter and must absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Club shall maintain a register of declared interests.

19.11 Minutes

- (a) The Directors must cause minutes of meetings to be made and kept according to the Act.
- (b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

20. VIRTUAL MEETINGS OF THE CLUB

20.1 Virtual Meeting

- (a) A General Meeting or a Directors' meeting may be held by means of a Virtual Meeting, provided that:

- (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 20**.

20.2 Conduct of Virtual Meeting

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

- (a) all persons participating in the meeting must be linked by technology, telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting the Public Officer (or other person determined by the Board) must identify and confirm the presence of each person taking part in the meeting;
- (d) a person may not leave a Virtual Meeting by disconnecting from the technology, telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

21. PUBLIC OFFICER

21.1 Appointment of Public Officer

There must be a Public Officer who is to be appointed by the Directors under the Act.

21.2 Suspension and removal of Public Officer

In addition to the manner in which the office of public officer becomes vacant under the Act, the Directors may suspend or remove the Public Officer from that office.

21.3 Powers, duties and authorities of Public Officer

The Public Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Act and the Directors.

22. COMMITTEES

22.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

22.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

22.3 Committee meetings

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

23. POLICIES

23.1 Making and amending Policies

- (a) The Directors may from time to time make policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clause 23.1(a)** take effect seven days after the service of the Policy on the Member and shall be of force and effect on that date.

23.2 Effect of Policies

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

24. KEEPING AND INSPECTING RECORDS

24.1 Records

- (a) The Board shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board meeting or General Meeting.
- (b) The Directors will cause the Club records to be kept for a period of seven years from their creation.

24.2 Inspection of Records

- (a) Members may on request inspect free of charge:
 - (i) the minutes of general meetings (including financial statements submitted at a general meeting); and
 - (ii) subject to **clause 24.2(b)**, the financial records, books, securities, this Constitution and any other relevant document of the Club.
- (b) The Board may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club.
- (c) The Board must on request make copies of this Constitution available to Members and applicants for membership free of charge as soon as practicable after the request is made.
- (d) Subject to **clause 24.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.
- (e) For the purposes of this clause:

relevant documents mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:

- (i) its financial statements;
- (ii) its financial records;
- (iii) this Constitution; and
- (iv) records and documents relating to transactions, dealings, business or property of the Club.

25. ACCOUNTS

25.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will submit to the Annual General Meeting, and distribute copies of financial statements, as required by the Act.

25.2 Transactions

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, in such manner as the Directors determine from time to time.

25.3 Auditor

If required by the Act or resolution of the Directors, a properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

26. SERVICE OF DOCUMENTS

26.1 Document includes notice

In this **clause 26**, document includes a notice.

26.2 Methods of service on a Member

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- (c) by sending it to an email or other electronic address nominated by the Member; or
- (d) by uploading a copy to the Club's website.

26.3 Methods of service on the Club

A Member may give a document to the Club:

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

26.4 Post

A document sent by post if sent to an address:

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

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

26.5 Email or electronic transmission

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

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

26.6 Website

A document uploaded to the Club's website is taken to be delivered on the day it is uploaded, or if not a business day, the business day following its uploading.

27. INDEMNITY

27.1 Indemnity of officers

- (a) This **clause 27** applies to every person who is or has been:
 - (i) a Director or Public Officer of the Club; and
 - (ii) to any other officers, employees, former officers or former employees of the Club or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 27**.

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

unless:

- (iii) the Club is forbidden by statute to indemnify the person against the liability or legal costs, or would be if the Club was a company under the Corporations Act; or
- (iv) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute, or would be if the Club was a company under the Corporations Act.

27.2 Insurance

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

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

27.3 Deed

The Club may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 27.1** on the terms the Directors think fit (as long as they are consistent with **clause 27**).

28. WINDING UP

28.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Club's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$2.00.
- (c) No other Member must contribute to the Club's property if the Club is wound up.

28.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given

or transferred to the Association, subject to the Association meeting the criteria in **clause 28.2(a)(i)**. If there is no Association or it does not meet that criteria, that property must be given or transferred:

- (i) to another body or bodies:
 - (A) having objects similar to those of the Club; and
 - (B) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution; or
- (ii) otherwise in accordance with the Act.
- (b) If the Association does not satisfy the requirement in **clause 28.2(a)**, that body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

29. SOURCE OF FUNDS

The funds of the Club may be derived from annual membership or registration fees, other fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine.

30. COMMON SEAL

- (a) If the Club has a common seal it shall:
 - (i) be kept in the custody of the Public Officer; and
 - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.
- (b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

31. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this **clause 31** shall apply from the date of adoption of this Constitution.
- (b) All Directors of the Club in office on the date of adoption of this Constitution will continue to hold office until the conclusion of the first AGM following, at which all existing Directors will retire from office and are eligible for re-election.
- (c) At the AGM referred to in (b), seven Elected Directors will be elected. Of those Elected Directors:

- (i) four Elected Directors will serve a term of two years as Elected Directors, expiring at the conclusion of the second AGM following; and
- (ii) three Elected Directors will serve a term of one year as an Elected Director, expiring at the conclusion of the next AGM following,

with the Elected Directors to serve each term to be determined by the Board and, failing agreement, determined as follows:

- (iii) the four candidates who receive the four highest votes at the AGM fill the positions in (i) above;
 - (iv) the remaining three candidates fill the positions in (ii) above; and
 - (v) if two or more candidates receive an equal number of votes and must be split, where agreement cannot be reached, term lengths for those Elected Directors will be determined by lot.
- (d) Any consecutive years served by each Director immediately prior to approval of this Constitution under the Act do not count towards the maximum consecutive terms under **clause 17.10** after the adoption of this Constitution.
 - (e) All by-laws, regulations and policies of the Club in force at the date of the approval of this Constitution insofar as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Policies under this **clause 31**.