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**CONSTITUTION OF  
WENTWORTH FALLS FOOTBALL CLUB  
INCORPORATED**

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**ADOPTED NOVEMBER 2010**

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## ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

### CONSTITUTION of WENTWORTH FALLS FOOTBALL CLUB INCORPORATED

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#### 1. NAME OF CLUB

The name of the Club is Wentworth Falls Football Club Incorporated.

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#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**'Act'** means the *Associations Incorporation Act 2009 (NSW)*;

**'Code of Conduct'** means any code of conduct established by the Committee;

**'Committee'** means the body managing the Club;

**'Committee Member'** means a Member of the Committee;

**'Constitution'** means this Constitution;

**'FFA'** means Football Federation Australia;

**'Football NSW'** means Football NSW Limited; **'General Meeting'** means the annual or any special General Meeting of the Club;

**'Governing Authorities'** means Football NSW and FFA;

**'Intellectual Property'** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club;

**'Junior Member'** means a Member of the Club who is less than 18 years of age;

**'Life Member'** means an Member appointed as a Life Member of the Club under **clause 5.2**;

**'Member'** means a Member of the Club for the time being; and **'Membership'** has an analogous meaning;

**'NFA'** means Nepean Football Association Incorporated;

**'Objects of the Club'** means the objectives set out in **clause 3**;

**'Player'** means any person registered as a player with the Club in accordance with the requirements of the Club and the Governing Authorities; **'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**; **'Special Resolution'** means a Special Resolution as defined in the Act.

## **2.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person (including NFA and either of the Governing Authorities) include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; a reference to "writing" shall unless the contrary intention appears, be construed as including references to any mode of representing or reproducing words in a visible form, including messages sent by electronic mail; and
- (h) the words "include", "includes" and "including" are not words of limitation.

## **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:

- (a) in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act; and
- (b) the Model rules under the Act are expressly displaced by this Constitution.

### **3. OBJECTS OF THE CLUB**

#### **3.1** The Objects of the Club are to:

- (a) affiliate and remain affiliated with NFA and participate in competitions administered by NFA; ;
- (b) conduct, encourage, promote, advance and administer Football throughout the Club's local area;
- (c) act, at all times, on behalf of and in the interest of the Members and Football;
- (d) abide by, promulgate, enforce and secure uniformity in the application of the Laws of Football as may be determined from time to time by the Governing Authorities and as may be necessary for the management and control of Football and related activities in New South Wales;
- (e) advance the operations and activities of the Club throughout the local area;
- (f) have regard to the public interest in its operations;
- (g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of the Objects of the Club ; and
- (h) ensure that the Club develops and implement policies which are consistent with the Objects of the Club;
- (i) effect such insurances (including public liability insurance) as are necessary for the operation of the Club.

#### **3.2** Members must observe and carry out the Objects of the Club wherever possible.

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### **4 POWERS OF THE CLUB**

Solely for furthering the Objects of the Club , 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)*.

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### **5. MEMBERS**

#### **5.1 Members**

All Members other than Junior Members have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings.

Junior Members may attend and debate at, but do not have the right to vote at, General Meetings.

## 5.2 Life Members

- (a) The Committee may recommend to the annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the annual General Meeting to confer Life Membership (subject to **clause 5.2(c)**) on the recommendation of the Committee must be a Special Resolution.
- (c) A person recommended for Life Membership may accept or reject such recommendation. 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.

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## 6. MEMBERSHIP

### 6.1 General provisions regarding Membership

#### 6.1 In this Clause:

**'Player Registration Period'** means the time period allocated each year for applications to be made for registration as a Player in the Winter Competition;

**'Summer Competition'** means the seven a side competition run by the Club from (approximately) November each year to March the following year;

**'Winter Competition'** means the NFA competitions in which the Club participates from (approximately) March to September each year.

### 6.2 Eligibility for Membership

- (a) The following are eligible to be registered as Members:
  - (i) any person registered as a Player in the Winter Competition;
  - (ii) any person who is the parent or legal guardian of a person under the age of eighteen who is registered as a Player in the Winter Competition;
  - (iii) any person registered as a Player in the Summer competition;
  - (iv) any other person interested in supporting the Objects of the Club.

### 6.3 Admission to Membership

Subject to this Constitution:

- (a) where the Club accepts an application by a person to be registered as a Player in the Winter Competition, the person shall be admitted as a Member;

- (b) where a person referred to in clause 6.2(a) is under the age of eighteen, the person's parents or legal guardians as noted in their player registration application shall also be admitted as Members;
- (c) any person applying for Membership under either sub-clauses 6.1(a)(iii) or 6.1(a)(iv) may be admitted to Membership.

#### **6.4 Absolute discretion regarding Player registration and Membership**

- (a) The Committee has the absolute discretion to accept or reject any person as a Player or Member. The Committee shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Committee accepts a person as a Member, the applicant shall become either a Member or a Junior Member. Membership shall be deemed to commence upon entry of the person's name in the Register.
- (c) Where the Committee refuses to accept any person as a Player or Member, it shall refund to that person any fees paid by them for Player or Member registration and the application shall be deemed rejected by the Club.

#### **6.5 Duration of Membership and Renewal**

- (a) Membership continues until the commencement of the following Player Registration Period, unless otherwise discontinued or terminated in accordance with this Constitution or the By Laws;
- (b) Members (other than Life Members) may renew their Membership in accordance with this Constitution.

#### **6.6 Deemed Membership**

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.

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### **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 discontinuance or 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 notice.

## **7.3 Use of Register**

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

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## **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, the By Laws and Codes of Conduct;
- (b) They shall comply with and observe this Constitution, the By Laws, Codes of Conduct and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) By submitting to this Constitution and By Laws they are subject to the jurisdiction of the Club, NFA and thye Governing Authorities;
- (d) The Constitution and By Laws are necessary and reasonable for promoting the Objects of the Club and particularly the advancement and protection of Football; and
- (e) They are entitled to all benefits, advantages, privileges and services of Club Membership.

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## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

A Member who has paid all arrears of fees payable to the Club may resign or withdraw their Membership by giving one month's notice in writing to the Club.

- (b) .

### **9.2 Termination of Membership**

The Membership of a Member may be terminated by the Committee acting in accordance with the By Laws.

- 9.3** Upon a Membership being discontinued or terminated, the Club must make an entry in the Register that records the date on which the Member ceased to be a Member.

#### **9.4 Member may Re-Apply**

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

- (a) may seek reinstatement as such or reapply for Membership in accordance with this Constitution; and
- (b) may be reinstated or readmitted at the absolute discretion of the Committee.

#### **9.5 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.

#### **9.6 Refund of Membership Fees**

Membership fees or subscriptions paid by a discontinued Member may, at the discretion of the Committee, be refunded on a pro-rata basis to the Member upon discontinuance.

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### **10. DISCIPLINE**

#### **10.1 Proceedings against Members**

- (a) The Committee may commence disciplinary proceedings against a Member who has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By Laws or any resolution, determination or policy made or passed by the 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 or the game of Football into disrepute.

Members will be subject to and will submit unreservedly to the jurisdiction, procedures and penalties of the Club set out in the By Laws.

- (b) in proceeding under **clause 10.1(a)**, the Committee may act upon the complaint of any person (whether a Member or not) or may act of its own motion.
- (c) The Committee may appoint a sub-Committee to deal with any disciplinary matter. Such a sub-Committee shall operate in accordance with the procedures expressed in the By Laws.

**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.

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**12. EXISTING COMMITTEE MEMBERS**

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

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**13. POWERS OF THE COMMITTEE**

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

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**14. COMPOSITION OF THE COMMITTEE**

**14.1 Composition of the Committee**

The Committee shall comprise persons who must all be Members and who shall be nominated and appointed by the Club at the annual General Meeting.

**14.2 Portfolios**

The Committee may allocate such titles and portfolios to Committee Members as the Committee sees fit.

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**15. TERM OF APPOINTMENT**

**15.1 Term of Appointment for Committee Members**

Committee Members shall hold office until the conclusion of the next annual General Meeting.

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## **16 VACANCIES ON THE COMMITTEE**

### **16.1 Casual Vacancies**

The Committee may fill any casual vacancy occurring in the position of Committee Member. Any casual vacancy may only be filled for the remainder of the Committee's term under this Constitution.

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## **17. TERMINATION OF OFFICE**

### **17.1 Grounds for Termination of Committee Member**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his or her office in writing to the Club;
- (e) is absent without the consent of the Committee from meetings of the Committee held during a period of six months;
- (f) holds any office of employment with the Club without the approval of the Committee;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) in the opinion of the Committee (but subject to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects of the Club and interests of the Club;
  - (ii) has brought the Club into disrepute;
  - (iii) is removed by Special Resolution; or
  - (iv) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth.)*.

### **17.3 Committee May Act**

In the event of a casual vacancy or vacancies in the office of a Committee Member or Committee Members, the remaining Committee Members may act. However, if the number of remaining Committee Members is not sufficient to constitute a quorum at a

meeting of the Committee, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

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## **18. MEETINGS OF THE COMMITTEE**

### **18.1 Committee to Meet**

The Committee shall meet as often as is deemed necessary in every calendar year 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. A Committee Member may at any time convene a meeting of the Committee within reasonable time.

### **18.2 Decisions of Committee**

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall for all purposes be deemed a determination of the Committee. All Committee Members shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson chooses not to use a casting vote, the motion will be lost.

### **18.3 Resolutions Not in Meeting**

- (a) A resolution in writing that has been signed or assented to by email, telegram, facsimile, telex or other form of electronic communication by all the Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members is not physically present at the meeting, provided that:
  - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
  - (ii) Notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person;
- (c) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.

- (d) Any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **18.4 Quorum**

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is half the number of Committee Members + one.

#### **18.5 Notice of Committee Meetings**

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) 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 four (4) days prior to such meeting.

#### **18.6 Chairperson**

The Committee shall appoint a chairperson from among its number. The chairperson shall be the nominal head of the Club and will act as chair of any Committee meeting or General Meeting at which he or she 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.

#### **18.7 Conflict of Interest**

A Committee Member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. That Committee Member shall, unless otherwise determined by the Committee, absent themselves 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 themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

#### **18.8 Disclosure of Interests**

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

## **18.9 General Disclosure**

A general notice stating that a Committee Member is a member (or employee or officer) of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. 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.

## **18.10 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting.

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## **19. DELEGATIONS.**

### **19.1 Committee May Delegate Functions**

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

The Committee will determine what powers these committees are given. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

### **19.2 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 or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

### **19.3 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.

### **19.4 Procedure of Delegated Entity**

The procedures for any person or 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 18**. The person or entity exercising delegated powers shall make decisions in accordance with the Objects of the Club, and it shall promptly provide the Committee with details of all material decisions. The person or entity shall also provide any other reports, minutes and information required by the Committee.

## **19.5 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.

## **19.6 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.

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## **20. 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.
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## **21. 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) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.
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## **22. SPECIAL GENERAL MEETINGS**

### **22.1 Requisition of Special General Meetings**

- (a) The Committee will convene a special General Meeting when at least five per cent of Members submit a requisition in writing to the Committee.
  - (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.
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**23. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice. Notices may be sent via post or electronically. The Committee Members shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
  - (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
  - (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
    - (i) the agenda for the meeting; and
    - (ii) any notice of motion received from Members entitled to vote.
  - (d) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.
- 

**24. BUSINESS**

- (a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Committee and auditors and the appointment of the auditors.
  - (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 24(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.
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**25. 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 no less than 14 days (excluding receiving date and meeting date) prior to the General Meeting.

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## **26. PROCEEDINGS AT GENERAL MEETINGS**

### **26.1 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 10 Members.

### **26.2 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 Members present shall appoint another Committee Member to preside as chairperson for that meeting only.

### **26.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the General 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 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **26.4 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.

## **26.5 Recording of Determinations**

Unless a poll is demanded under **clause 26.4**, 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.

## **26.6 Where Poll Demanded**

If a poll is duly demanded under **clause 26.4** 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.

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## **27. VOTING AT GENERAL MEETINGS**

### **27.1 Members Entitled to Vote**

With the exception of Junior Members, each Member shall be entitled to one vote at General Meetings.

### **27.2 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.

### **27.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

### **27.4 Postal & Electronic Voting**

A postal or electronic ballot shall determine a motion if determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted using procedures set by the Committee from time to time when required.

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## **28. GRIEVANCE PROCEDURE**

- (a) The Committee must implement By Laws for the resolution of complaints or grievances which may arise between a Member and:
- (i) another Member; or
  - (ii) the Club.

## **29. RECORDS AND ACCOUNTS**

### **29.1 Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Committee).

### **29.2 Records Kept in Accordance with the Act**

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

### **29.3 Committee to Submit Accounts**

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

### **29.4 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.

### **29.5 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.

**29.6** The Committee may also establish controls and procedures for electronic banking.

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## **30. AUDITOR**

(a) A properly qualified auditor or auditors shall be appointed by the Club at a General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.

(b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by the Club auditor at the conclusion of each financial year.

## **31. INCOME AND PAYMENTS**

**31.1** Income and property of the Association shall be derived from such sources as the Committee determines from time to time.

**31.2** The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club.

Except as prescribed in this Constitution or the Act:

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

**31.3** Payment in good faith to any Member can be made for:

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

Nothing in this Clause precludes such payments provided they do not exceed an amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.<sup>31.4</sup> The Club may also engage employees or agents from time to time, whether on a casual basis or otherwise. The Committee may determine the conditions for any such engagement.

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## **32. 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 contribution not exceeding one dollar (\$1.00).

### **33. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Club there remains any surplus property, it shall be distributed according to law.

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### **34. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

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### **35. BY LAWS AND CODES OF CONDUCT**

#### **35.1 Committee to Formulate By Laws**

The Committee may formulate, issue, adopt, interpret, amend and repeal By Laws with regard to the Objects of the Club and the proper advancement, management and administration of the Club. Such By Laws must be consistent with the Constitution.

#### **35.2 By Laws Binding**

All By Laws are binding on the Club and all Members.

#### **35.3 By Laws Deemed Applicable**

All by-laws and By-Laws of the Club in force at the date of the approval of this Constitution (as long as such by-laws and By Laws are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be By Laws and shall continue to apply.

#### **35.4 Publication of amendments**

Amendments to the By Laws and Club policies shall be published on the Club's website. Members should ensure that they periodically visit the website to ensure that they keep up to date with all amendments to the By Laws and changes in Club policies.

Amendments to the By Laws and changes in Club policies may also be notified in Newsletters.

**35.5** The Committee may also create and amend Codes of Conduct.

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### **36. STATUS AND COMPLIANCE OF CLUB**

#### **36.1 Recognition of Club**

The Club is affiliated with NFA and is recognised by that body as the entity responsible for the delivery of Football in the local area.

### **36.2 Constitution of the Club**

The Club must observe the policies and directions of NFA and the Governing Authorities, subject always to the requirements of the Act.

### **36.3 NFA and Football NSW**

The Club may not resign, disaffiliate or otherwise withdraw from either NFA or the Governing Authorities without a Special Resolution.

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## **37. 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. 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 two 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.

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## **38. INDEMNITY**

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

