ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

WENTWORTH FALLS FOOTBALL CLUB INCORPORATED

Est. 1975 — "Warriors"

Member Club of Nepean Football Association Incorporated

Version 4.0 (FINAL) | *Endorsed by the Committee for adoption by Special Resolution at the Annual General Meeting, 18 October 2026*

Document Control Sheet

Record of Document Issues

Version No.	Issue Date	Nature of Amendment
1.0	November 2010	Initial Constitution adopted under the Associations Incorporation Act 2009 (NSW).
2.0 (DRAFT)	*August 2026*	Comprehensive revision, replacing the 2010 Constitution with a Constitution based on the FNSW / NSW Office of Sport Model Grassroots Club Constitution (October 2025), reformatted throughout into lettered (a)/(b)/(c) and, where nested, roman-numeral (i)/(ii) sub-clauses for ease of reference, with a fully hyperlinked, auto-updating Table of Contents. Key amendments: (1) Clause 36 (Status and Compliance of Club) revised to expressly recognise Nepean Football Association, Football NSW and Football Australia as the governing authorities for football, addressing the non-compliance with NFA Rule 40.1(d) notified 12 November 2025; (2) Clause 30 (Auditor) revised to permit a suitably qualified accountant to conduct the Club's annual financial review, in place of a full audit, except where Tier 1 audit thresholds under the Act apply; (3) the definition of “Financial Year” in clause 2.1 revised from 1 October–30 September to 1 July–30 June, to align with the Club's income tax year.
3.0 (DRAFT)	*27 August 2026*	Reverts to the Club’s existing “Committee”/“Committee Member” terminology and governance structure (uncapped Committee, elected annually at the AGM, 10-Member quorum), following Executive Committee review of Version 2.0. Expands clause 36 to fully address NFA Rule 40.1(a)–(f) plus the Club’s affiliation/grievance submission to NFA, FNSW and FA. Retains the clause 30 (Auditor) and clause 2.1 (Financial Year) amendments from Version 2.0. Removes the Version 2.0 terminology explanatory note. Not adopted — an alternative draft, retained here for the record. See Version 4.0, below.
4.0 (DRAFT)	*September 2026*	Incorporates Emma Keir’s (Executive Committee) comments. Retains the fuller FNSW/NSW Office of Sport Model Grassroots Club Constitution (October 2025) clause structure adopted in Version 2.0, but restores the Club’s “Committee”/“Committee Member” terminology and a number of the Club’s existing (2010) governance settings (annual Committee terms, chairperson’s casting vote, fixed 10-Member General Meeting quorum) in place of the FNSW template’s defaults in substance, a considered combination of the Version 2.0 (FNSW) and Version 3.0 (2010-based) approaches. Replaces the FNSW “Membership Application” clause with the Club’s own existing Player-registration-based Membership clause (clause 6). Introduces a minimum Committee size, 50/50 gender balance target and up to two non-Member Appointed Committee Members (clause 14); expands the Grievance Procedure with concrete timeframes and an NFA tribunal referral pathway (clause 28); and expands clause 36 to add clause 36.2 (Affiliation and Submission to Jurisdiction). Removes the Version 2.0 terminology explanatory note, which no longer applies.
4.0 (FINAL)	*23 September 2026*	Endorsed by the Committee, with one amendment to the draft circulated for discussion: the clause 26.1 quorum for General Meetings reduced from 10 Members to 5 Members. All other content, including clause 14 (Composition of the Committee), endorsed as circulated. Adopted by the Committee as the final Version 4.0 for referral to Football NSW and Nepean Football Association and for consultation with Members prior to being tabled for adoption by Special Resolution at the Annual General Meeting.

Document Approval

Document Status	FINAL; endorsed by the Committee on 23 September 2026 for adoption by Special Resolution at the Annual General Meeting, 18 October 2026
Prepared by	Micheal Kocoski, President, Wentworth Falls Football Club
Reviewed by	Emma Keir and Executive Committee
	John Tsatsimas, Chief Executive Officer, Football NSW; approved 9 September 2026
	Nepean Football Association consulted; formal endorsement not required under NFA process; no objections raised
To be adopted by	Members of Wentworth Falls Football Club, by Special Resolution
Proposed adoption date	Annual General Meeting, 18 October 2026
Approved by	Micheal Kocoski, President, Wentworth Falls Football Club
Date of Approval	Annual General Meeting, 18 October 2026

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Constitution

This is the Constitution of Wentworth Falls Football Club Incorporated (the **Club**), adopted under the Associations Incorporation Act 2009 (NSW) (the **Act**). This Constitution is based on the Model Grassroots Club Constitution published by Football NSW Limited (**FNSW**) and the NSW Office of Sport (October 2025), adapted to reflect the particular circumstances of the Club.

1. NAME OF CLUB

The name of the Club is Wentworth Falls Football Club Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

- **Act** means the Associations Incorporation Act 2009 (NSW).
- **NFA** means Nepean Football Association Incorporated (NFA), of which the Club is a Member and with which the Club is affiliated.
- **Committee** means the body managing the Club and consisting of the Committee Members.
- **Constitution** means this Constitution of the Club.

- **Committee Member** means a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.
- **FA** means Football Australia Limited, Australia's national governing body for football.
- **FIFA** means the Fédération Internationale de Football Association, the world governing body for football.
- **Financial Year** means the year ending on 30 June, and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year (unless determined otherwise by the Committee), aligned with the Club's income tax year.
- **FNSW** means Football New South Wales Limited, the governing body for football in New South Wales.
- **Football** means the sport of football (soccer).
- **General Meeting** means the annual or any special general meeting of the Club.
- **Governing Authorities** means Football NSW and FA.
- **Incapacitated** means unable to fulfil duties as required by this Constitution or the Act, including being able to understand, retain, use or weigh information relevant to a decision, or to communicate that decision.
- **Individual Member** means a registered, financial Member of the Club who is at least 18 years of age.
- **Intellectual Property** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, and images (including photographs, videos or films) relating to the Club or any activity of or conducted, promoted or administered by the Club.
- **Junior Member** means a registered Member of the Club who is younger than 18 years of age.
- **Life Member** means an individual appointed as a Life Member of the Club under clause 5.2.
- **Local area** means the geographical area for which the Club is responsible, as recognised by the NFA and/or FNSW.
- **Member** means a Member of the Club for the time being under clause 5.
- **Objects** means the objects of the Club in clause 3.
- **Player** means any person registered as a player with the Club in accordance with the requirements of the Club, NFA 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 the register of Members kept and maintained in accordance with clause 7.
- **Regulations** means any rules, by-laws or regulations made by the Committee under clause 35.
- **Seal** means the common seal of the Club (if any).
- **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 or 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 or the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) references to persons include corporations and bodies politic;

(f) references to a person include the legal personal representatives, successors and permitted assigns of that person;

(g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(h) a reference to present in person means present physically or by electronic means; and

(i) a reference to "writing" shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic transmission.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. The model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

The Objects of the Club are to:

(a) recognise FA as the peak national authority for football in Australia, FNSW as the peak authority for football in New South Wales, and the NFA as the peak authority for football in the Nepean region;

(b) conduct, encourage, promote, advance and administer football throughout the Local area;

(c) act, at all times, on behalf of and in the interest of the Members and football in the Local area;

(d) affiliate and otherwise liaise with the NFA, FNSW and/or FA and adopt their rule and policy frameworks to further these Objects;

(e) abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FA, FNSW or the NFA, as may be necessary for the management and control of football and related activities in the Local area;

(f) advance the operations and activities of the Club throughout the Local area;

(g) have regard to the public interest in its operations; and

(h) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

The Club has the rights, powers and privileges conferred on it under section 19 of the Act, solely for furthering the Objects.

5. MEMBERS

5.1 Members

The Members of the Club shall consist of:

(a) Life Members, who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate, but not to vote, at General Meetings;

(b) Individual Members, who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and

(c) Junior Members, who, subject to this Constitution, shall have the right to receive notice of General Meetings but no right to be present, to debate or 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 on the recommendation of the Committee must be a Special Resolution.

(c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6. MEMBERSHIP

6.1 General provisions regarding Membership

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

The following are eligible to be registered as Members:

(a) any person registered as a Player in the Winter Competition;

(b) 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;

(c) any person registered as a Player in the Summer Competition;

(d) 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 clause 6.2(c) or 6.2(d) 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 Regulations;

(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.

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

The Club shall keep and maintain a Register (whether in written or electronic form) in which shall be entered (as a minimum):

(a) the full name, address and email address of the Member;

(b) the category of membership of the Member;

(c) the date on which the Member became a Member;

(d) any other information determined by the Committee; and

(e) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within one (1) month of such change.

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and clause 29.2(b). If permitted, only an extract of the Register, excluding the address, email address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Committee considers appropriate.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations, as well as the NFA's, FNSW's and FA's constitutions, by-laws, statutes, rules, regulations, policies, procedures, codes of conduct, directives and guidelines;

(b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;

(c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, the NFA, FNSW and FA;

(d) where there is any inconsistency between this Constitution and the Regulations, then, to the extent of such inconsistency, the FNSW constitution, by-laws, rules, regulations, policies, procedures, codes of conduct, directives and guidelines shall prevail;

(e) they submit exclusively to the jurisdiction of the internal grievance resolution and disciplinary procedures of the Club, the NFA, FNSW and FA in relation to any disputes, grievances and/or disciplinary matters between Members, the Club and/or the NFA pursuant to this Constitution and the Regulations and the FNSW and FA constitutions, by-laws, statutes and regulations;

(f) they will not commence or pursue any proceedings in a court of law or by any other method until such time as the internal grievance resolution or disciplinary processes of the Club, the NFA, FNSW and FA have been exhausted;

(g) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football;

(h) neither membership of the Club nor this Constitution gives rise to any proprietary right of Members in, to or over the Club or its property or assets, or any automatic right of a Member to renewal of their membership of the Club, or, 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;

(i) they are entitled to all benefits, advantages, privileges and services of Club membership; and

(j) a right, privilege or obligation of a person by reason of their membership of the Club is not capable of being transferred or transmitted to another person, and terminates upon the cessation of membership whether by death, resignation or otherwise.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

(a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.

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

9.2 Discontinuance for Breach

Notwithstanding anything in the Act or this Constitution:

(a) membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations, or any resolutions or determinations made or passed by the Committee or any duly authorised committee;

(b) membership shall not be discontinued under clause 9.2(a) without the Committee first giving the Member the opportunity to explain the breach and/or remedy the breach; and

(c) where a Member fails, in the Committee's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 9.2(a) by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended as soon as practicable.

9.3 Member to Re-Apply

A Member whose membership has ceased or been discontinued under clause 9.2, or which has ceased for any other reason, must seek renewal and re-apply for membership in accordance with this Constitution, and may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

10. DISCIPLINARY PROCEEDING

10.1 Disciplinary proceedings

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised committee;

(b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or football; or

(c) brought themselves, the Club, any other Member or football into disrepute.

10.2 Procedure

(a) That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Committee.

(b) Without limiting the operation of clause 10.2(a), the Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations or as otherwise determined by the Committee, but subject always to the Act.

11. SUBSCRIPTIONS AND FEES

(a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, and the time for, and manner of, payment, shall be determined by the Committee from time to time.

(b) The Committee is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Committee exercises its power under this clause.

(c) Where a Member's annual subscription or any other fees are in arrears for more than 30 days, that Member's membership ceases.

12. EXISTING COMMITTEE MEMBERS

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

13. POWERS OF THE COMMITTEE

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

14. COMPOSITION OF THE COMMITTEE

14.1 Composition of the Committee

(a) The Committee shall comprise a minimum of five (5) Elected Committee Members, who must all be Members and who shall be nominated and appointed by the Club at the Annual General Meeting; and up to two (2) Appointed Committee Members, who need not be Members and who may be appointed by the Committee Members under clause 14.3.

(b) The Committee shall (as far as practicable, depending on the number of Committee Members) comprise 50% male and 50% female Committee Members.

14.2 Portfolios and Titles

The Committee may allocate portfolios and/or titles to Committee Members (for example, President, Vice-President, Secretary or Treasurer), consistent with the roles described in the Club's Committee Member Handbook. Subject to this Constitution and any properly passed resolution of the Committee, the allocation of portfolios or titles does not affect the powers and duties of Committee Members.

14.3 Appointment of Committee Members

(a) The Elected Committee Members may appoint up to two (2) Appointed Committee Members.

(b) The Appointed Committee Members may have specific skills in commerce, finance, marketing, law, IT or business generally, or such other skills which complement the Committee's composition. They do not need to be Members.

15. TERM OF APPOINTMENT OF COMMITTEE MEMBERS

15.1 Term of Appointment for Committee Members

Committee Members, whether Elected or Appointed, shall hold office until the conclusion of the next Annual General Meeting.

16. VACANCIES ON THE COMMITTE

16.1 Casual Vacancies

Subject always to the gender requirements of clause 14.1, any casual vacancy occurring in the position of Committee Member may be filled by the Committee from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the outgoing Committee Member's term.

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 Committee Member:

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated for a period reasonably expected to exceed three (3) months, provided the

Committee Member is first given the opportunity to make written or oral submissions to the Committee;

(d) resigns their office in writing to the Club;

(e) is absent without the consent of the Committee from Committee meetings held during a period of six (6) 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) has a criminal record, criminal charges pending against them, or any rulings against them by a professional body or tribunal;

(i) in the reasonable opinion of the Committee, has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club, or has brought themselves or the Club into disrepute;

(j) is removed by Special Resolution; or

(k) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth).

17.2 Committee May Act

If a casual vacancy or vacancies arise in the office of a Committee Member, the Committee may act. If the number of remaining Committee Members is not sufficient to constitute a quorum, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

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, but shall meet at least six (6) times in each calendar year and at least as often as is required under the Act. A Committee Member may at any time convene a meeting of the Committee to be held within a 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 (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson choses not to use a casting vote, the motion will be lost.

18.3 Resolutions Not in Meeting; Electronic Meetings

(a) A resolution in writing signed or assented to by any form of visible or other electronic communication by all Committee Members present in Australia shall be as valid as if passed at a duly convened meeting.

(b) A meeting of the Committee may be held where one or more Committee Members is not physically present, provided all participants can communicate effectively, simultaneously and instantaneously, and notice specifies that physical presence is not required.

(c) If a failure in communications prevents this from being satisfied by the number of Committee Members constituting a quorum, the meeting shall be suspended, and if not restored within fifteen (15) minutes, shall be deemed terminated or adjourned.

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, plus one. A quorum must remain present throughout the meeting.

18.5 Notice of Committee Meetings

Unless all Committee Members agree to hold a meeting at shorter notice, not less than fourteen (14) days' written notice of a Committee meeting shall be given to each Committee Member. The agenda shall be forwarded not less than four (4) days prior to the meeting.

18.6 Chair

The Elected Committee Members shall appoint a chair from among their number. The chair shall be the nominal head of the Club and will chair any Committee meeting or General Meeting at which they are present. If the chair is not present or is unwilling or unable to preside, the remaining Committee Members shall appoint another Committee Member to preside for that meeting only.

18.7 Committee Members' Interests

(a) A Committee Member is ineligible to hold office and is disqualified from office by holding or assuming any office of profit or position of employment in the Club or any related entity, or by contracting with the Club as vendor, purchaser or otherwise except with the express approval of the Committee.

(b) A Committee Member who has a material personal interest in a matter relating to the affairs of the Club must declare that interest to the Committee.

(c) A Committee Member may give the Committee standing notice of the nature and extent of an interest in a matter, at any time.

(d) The Secretary/Public Officer shall record in the minutes any declaration made or general notice given under this clause and the Committee's action in relation to that declaration.

(e) A Committee Member with a declared interest may be counted in the quorum but cannot remain in the meeting while the matter is debated and cannot vote on it. A vote cast in breach of this clause shall not be counted.

19. DELEGATIONS

19.1 Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Committee will determine what powers these committees are given, taking into account broad stakeholder involvement. Any committee appointed must comprise 50% male and 50% female committee members, as far as practicable.

19.2 Delegation by Instrument

In the establishing instrument, the Committee may delegate such functions as are specified, other than this power of delegation, and any function imposed on the Committee by the Act, any other law, or this Constitution.

19.3 General Provisions

(a) A delegated function may, while the delegation remains unrevoked, be exercised in accordance with the terms of the delegation.

(b) The procedures for any entity exercising delegated power shall, with any necessary amendment, be the same as those applicable to Committee meetings under clause 18. Material decisions must be promptly reported to the Committee.

(c) A delegation may be made subject to conditions or limitations.

(d) The Committee may, by resolution or instrument in writing, revoke wholly or in part any delegation, and may amend or repeal any decision made under a delegation.

19.4 Delegates to NFA

The Committee shall appoint two (2) persons (who may be Committee Members or Individual Members) to represent the Club at general meetings of the NFA.

19.5 Public Officer

The Committee must appoint a Committee Member to be Public Officer in accordance with the requirements of the Act. The Public Officer vacates that office if they die, cease to be a Committee Member, resign in writing, are removed by resolution of a General Meeting or of the Committee, become bankrupt, become mentally incapacitated, or cease to ordinarily reside in New South Wales.

20. SEAL

(a) The Club may have a Seal upon which its corporate name shall appear in legible characters.

(b) If the Club has a Seal, it must 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 (2) Committee Members must witness every use of the Seal, unless the Committee determines otherwise.

21. ANNUAL GENERAL MEETING

(a) The Club's annual General Meeting shall be held in accordance with the Act and this Constitution, 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.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

The Committee may, whenever it thinks fit, convene a special General Meeting. Where more than fifteen (15) months elapses between annual General Meetings, the Committee shall convene a special General Meeting before the expiration of that period.

22.2 Requisition of Special General Meetings

(a) The secretary will convene a special General Meeting when at least five per cent (5%) of Members entitled to vote submit a requisition in writing.

(b) The requisition shall state the object(s) of the meeting, be signed by the requisitioning Members, and be sent to the Club. It may consist of several documents in like form.

(c) If the Committee does not cause a special General Meeting to be held within one (1) month of the requisition being received, the requisitioning Members may convene the meeting themselves, to be held no later than three (3) months after that date.

(d) A special General Meeting convened by Members shall be convened in the same manner, as close as possible, as one convened by the Committee.

(e) A requisition may be given, and a signature transmitted, by electronic means.

23. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Life Member, Individual Member and Junior Member entitled to receive notice, sent to the addresses in the Register. The auditor (or financial reviewer) and Committee Members shall also be entitled to receive notice. 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 set out in clause 37.

24. BUSINESS

(a) The business to be transacted at the annual General Meeting includes consideration of accounts and the reports of the Committee and auditor/financial reviewer, the election of Committee Members under this Constitution, and, subject to the Act, the appointment of the auditor or financial reviewer.

(b) All business transacted at a General Meeting other than that referred to in clause 24(a) shall be special business. Special business does not need to be passed by Special Resolution unless required by the Act, this Constitution, or it is moved as a Special Resolution.

(c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

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 thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

26.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present. A quorum for General Meetings of the Club shall be 5 Members (all of whom must be entitled to vote)

26.2 Chair to Preside

The chair of the Committee shall, subject to this Constitution, preside as chair at every General Meeting, except in relation to any election for which the chair is a nominee, or where a conflict of interest exists. If the chair is not present or unable to preside, the Members present and entitled to vote shall appoint another Committee Member to preside for that meeting only.

26.3 Meetings by Electronic Means

A General Meeting may be held where one or more Members is not physically present, provided all participants can communicate effectively, simultaneously and instantaneously, and notice specifies that physical presence is not required, subject to the same suspension/adjournment provisions as apply to Committee meetings under clause 18.3.

26.4 Adjournment of Meeting

(a) If within half an hour of the appointed time a quorum is not present, the meeting shall be adjourned until the same day the following week, or to a date, time or place determined by the chair. If a quorum is again not present within half an hour, the meeting will lapse.

(b) The chair may, with the consent of the meeting, adjourn the meeting from time to time and place to place. No business shall be transacted at an adjourned meeting other than unfinished business from the original meeting.

(c) Where a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting.

26.5 Voting Procedure; Polls; Irregularities

(a) A resolution shall be decided on a show of hands unless a poll is demanded by the chair or a simple majority of Members present and entitled to vote.

(b) Unless a poll is demanded, the chair's declaration is conclusive evidence of the result; the result must be recorded in the Club's book of proceedings.

(c) If a poll is demanded, it shall be taken in the manner the chair directs, and the result of the poll shall be the resolution of the meeting.

(d) No decision of the Club, the Committee or any Committee-authorised entity shall be invalid merely because of a failure to give proper notice or other procedural irregularity, unless substantial prejudice results. Such a decision may be confirmed and shall be deemed valid from when it was originally made.

27. VOTING AT GENERAL MEETINGS

(a) Each Individual Member shall be entitled to one (1) vote at General Meetings. No other Member shall be entitled to vote, but shall have the rights set out in clause 5.1.

(b) The chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

(c) Proxy voting is not permitted at any General Meeting.

(d) No motion shall be determined by a postal or electronic ballot unless determined by the Committee, in which case it shall be conducted under procedures determined by the Committee from time to time.

28. GRIEVANCE PROCEDURE

(a) This clause applies to disputes arising under this Constitution between a Member and another Member, or the Club. It does not apply to an appeal against a decision made under the disciplinary proceedings in clause 10.

(b) The parties to the dispute must meet and discuss the matter, and, if possible, resolve it within fourteen (14) days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute, or a party fails to attend that meeting, the parties must, within ten (10) days, refer the dispute to an independent tribunal established by the NFA in accordance with its procedures.

(d) The Committee may prescribe additional grievance procedures in Regulations consistent with this clause.

(e) If the dispute is not resolved, the Committee may take whatever steps it considers appropriate in the best interests of the Club and the Members concerned.

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). It shall produce these as appropriate at each Committee or General Meeting. A Member does not have the right to inspect any of the Club's records or minutes except as required by law or authorised by the Committee Members.

29.2 Records Kept in Accordance with the Act

(a) Proper accounting and other records of the Club, including books, minutes, documents and securities, shall be kept in accordance with the Act, in the care and control of the Secretary/Treasurer.

(b) Subject to the Act, the Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

29.3 Financial Statements

(a) The Committee shall submit the Club's annual financial statements to the Members at the annual General Meeting in accordance with this Constitution and the Act.

(b) The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive except when errors are discovered within three (3) months after such approval.

(c) The Secretary shall ensure all persons entitled to receive notice of General Meetings receive or have access to a copy of the annual financial statements, the Committee's report, the auditor's or financial reviewer's report, and every other document required under the Act (if any).

29.4 Negotiable Instruments

All negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed by any two (2) duly authorised Committee Members, or in such other manner as the Committee determines.

29.5 Electronic Banking

The Committee may establish controls and procedures for electronic banking.

30. AUDITOR

(a) Subject to clauses 30(c) and 30(d), the Club shall, by resolution in General Meeting, appoint either:

(i) a properly qualified auditor, to conduct a full audit of the Club's accounts; or

(ii) a suitably qualified accountant, to conduct an independent financial review of the Club's accounts,

(b) A person appointed under clause 30(a) ("auditor or reviewer") shall carry out that role for the purposes of examining the Club's accounts and reporting on the correctness of the Club's profit and loss accounts and balance sheet at the conclusion of each Financial Year, in accordance with the Act, the Corporations Act 2001 (Cth), applicable accounting standards and any applicable code of conduct, and may be removed by the Committee.

(c) A person appointed to conduct a financial review under clause 30(a)(ii) must, at the time of appointment, be a member of Chartered Accountants Australia and New Zealand, CPA Australia, or the Institute of Public Accountants (or a body of equivalent professional standing), and must not be a Committee Member, employee or close relative of a Committee Member of the Club, or otherwise have a conflict of interest in relation to the engagement.

(d) Notwithstanding clauses 30(a) and 30(c), where the Club's gross annual receipts or current assets exceed the Tier 1 threshold prescribed from time to time under the Associations Incorporation Regulation 2010 (NSW), or the Act otherwise requires a full audit, the Club must appoint a properly qualified auditor under clause 30(a)(i) to conduct a full audit for that Financial Year.

(e) The accounts of the Club shall be examined, and the correctness of the profit and loss accounts and balance sheet ascertained, by the appointed auditor or reviewer at the conclusion of each Financial Year, and a report on that examination shall be presented to the annual General Meeting.

31. INCOME

(a) Income and property of the Club shall be derived from such sources, and managed in such manner, as the Committee determines from time to time, subject always to the Act and this Constitution.

(b) The income and property of the Club shall be applied solely towards the promotion of the Objects.

(c) Except as prescribed in this Constitution or the Act, no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Committee Member, and no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

(d) Clause 31(c) does not prevent payment in good faith to any Member for services actually rendered, goods supplied in the ordinary course of operation, interest on money borrowed from a Member, rent for premises let by a Member to the Club, or out-of-pocket expenses incurred by a Member on behalf of the Club, provided any such payment does not exceed the amount ordinarily payable between parties dealing at arm's length.

32. WINDING UP

(a) Subject to this Constitution, the Club may be wound up or its registration cancelled in accordance with the Act.

(b) The liability of the Members of the Club is limited.

(c) Every Individual Member undertakes to contribute to the assets of the Club if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, towards the debts, liabilities, costs, charges and expenses of winding up, in an amount not exceeding one dollar ($1.00).

33. DISTRIBUTION OF PROPERTY ON WINDING UP

If, upon winding up or cancellation of the registration of the Club, there remains, after satisfaction of all debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) with objects similar to those of the Club, which prohibits the distribution of its income and property among its members to an extent at least as great as that imposed on the Club by this Constitution. Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other Court having jurisdiction in the matter.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. REGULATIONS

(a) The Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects, and football in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

(b) All Regulations are binding on the Club and all Members.

(c) All clauses, rules, by-laws and regulations of the Club (by whatever name) in force at the date of approval of this Constitution, so far as not inconsistent with this Constitution, shall be deemed to be Regulations and shall continue to apply. This includes, without limitation, the Club's Committee Member Handbook, to the extent it is consistent with this Constitution.

(d) Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined by the Committee from time to time. All changes are binding on all Members.

36. STATUS AND COMPLIANCE OF CLUB

36.1 Recognition of Governing Authorities

The Club acknowledges and agrees that it shall:

(a) be or remain incorporated in New South Wales, or as otherwise exempt under the Regulations of the NFA;

(b) nominate a Delegate or Delegates to attend general meetings of the NFA under clause 19.7, and shall inform the NFA of the details of that person or those persons accordingly upon request;

(c) provide the NFA with copies of the Club's full annual report to Members, including the financial report presented to Members and the minutes of the annual General Meeting, as soon as practicable following the Club's annual General Meeting; and

(d) recognise the NFA as the governing authority for football in the Nepean region, recognise Football NSW as the governing authority for football in New South Wales, and recognise Football Australia as the national governing authority for football in Australia.

(e) adopt and implement such communications and Intellectual Property policies as may be developed by NFA and/or FNSW from time to time; and

(f) have regard to the Objects of the Club in any matter of the Club pertaining to football.

36.2 Affiliation and Submission to Jurisdiction

The Club acknowledges and agrees that:

(a) it is bound by the constituent documents of NFA, FNSW and FA, and shall comply with all lawful requirements of NFA, FNSW, FA and FIFA;

(b) it shall comply with and observe any determination, resolution or policy which may be made or passed by NFA or other entity with delegated authority;

(c) by submitting to the constituent documents of NFA, FNSW and FA, the Club is subject to the exclusive jurisdiction of NFA, FNSW and FA;

(d) it submits exclusively to the jurisdiction of the internal grievance resolution procedures of NFA, FNSW and FA in relation to any disputes and/or grievances between NFA and the Club, pursuant to the constituent documents of NFA, FNSW and FA; and

(e) it will not attempt to resolve any grievance or dispute with NFA, FNSW or FA in a court of law.

36.3 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.

36.4 Constitution of the Club

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

36.5 NFA, FNSW and FA

The Club may not resign, disaffiliate or otherwise withdraw from NFA, FNSW or FA without approval by Special Resolution.

37. NOTICE

(a) Notices may be given by the Club to any person entitled under this Constitution to receive notice, by pre-paid post to the Member's registered address, by facsimile transmission or electronic mail, or by prominent posting on the Club's website.

(b) Where a notice is sent by post, service is deemed effected by properly addressing, prepaying and posting the notice, and is deemed effected three days after posting.

(c) Where a notice is sent by electronic mail or posted on the Club's website, service is deemed effected the next business day after it was sent or posted.

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 judgment is given in their favour, or in which they are acquitted, or in connection with any application in relation to 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 become liable to any third party in consequence of any act or omission, except wilful misconduct, performed or made while acting on behalf of and with the authority (express or implied) of the Club (in the case of a Committee Member), or in the course of and within the scope of their employment (in the case of an employee).

Certification

This Constitution was adopted as a Special Resolution of Wentworth Falls Football Club Incorporated at the Annual General Meeting held on 18 October 2026.



Digitally Signed
18/10/2026

Signed: _____

Micheal Kocoski, President & Public Officer, Wentworth Falls Football Club