

# Constitution of Berowra Football Club Incorporated 1. NAME

OF CLUB ..... Error! Bookmark not defined.

<b>1. DEFINITIONS</b> .....	<b>2</b>
<b>2. INTERPRETATION</b> .....	<b>3</b>
2.1 In this Constitution: .....	3
2.2 Severance.....	3
2.3 The Act .....	3
<b>3. OBJECTS OF THE CLUB</b> .....	<b>3</b>
3.1 Objects.....	3
3.2 Powers of the Club .....	4
<b>4. MEMBERSHIP</b> .....	<b>4</b>
4.1 Membership general .....	4
4.2 Members.....	4
4.3 20 Year Players .....	4
4.4 Life Members.....	4
4.5 Hall of Fame Members .....	5
4.6 Membership Application .....	5
4.7 Discretion to Accept or Reject Application .....	5
4.8 Renewal.....	5
4.9 Deemed Membership .....	5
<b>5. REGISTER OF MEMBERS</b> .....	<b>5</b>
5.1 Club to Keep Register .....	5
5.2 Inspection of Register.....	6
5.3 Use of Register .....	6
<b>6. EFFECT OF MEMBERSHIP</b> .....	<b>6</b>
<b>7. DISCONTINUANCE OF MEMBERSHIP</b> .....	<b>6</b>
7.1 A person ceases to be a member of the association .....	6
7.2 Membership entitlements not transferable .....	6
7.3 Notice of Resignation .....	6
7.4 Discontinuance for Breach .....	6
7.5 Member to Re-Apply.....	7
7.6 Forfeiture of Rights .....	7
7.7 Membership may be Reinstated.....	7
7.8 Refund of Membership Fees .....	7
<b>8. FEES AND SUBSCRIPTIONS</b> .....	<b>7</b>
<b>9. MEMBERS' LIABILITIES</b> .....	<b>7</b>
<b>10. DISCIPLINE</b> .....	<b>7</b>
<b>11. RIGHT OF APPEAL OF DISCIPLINED MEMBER</b> .....	<b>7</b>
<b>12. THE MANAGEMENT COMMITTEE</b> .....	<b>8</b>
12.1 Powers of the Management Committee .....	8
12.2 Composition and membership of Management Committee .....	8
12.3 Election of Management Committee members .....	8
12.4 Secretary .....	9
12.5 Treasurer .....	9
12.6 Casual vacancies .....	9
12.7 Removal of Management Committee members.....	9
12.8 Grounds for Termination of Member of the Management Committee .....	9
<b>13. MANAGEMENT COMMITTEE MEETINGS AND QUORUM</b> .....	<b>10</b>
<b>14. DELEGATION BY MANAGEMENT COMMITTEE TO SUB-COMMITTEE</b> .....	<b>10</b>
<b>15. VOTING AND DECISIONS</b> .....	<b>11</b>
15.2 Resolutions Not in Meeting .....	11
15.3 Conflict of Interest.....	11

15.4 Disclosure of Interests .....	12
15.5 General Disclosure .....	12
15.6 Recording Disclosures .....	12
<b>16. GENERAL MEETINGS.....</b>	<b>12</b>
16.1 Annual general meetings—holding of .....	12
16.2 Annual general meetings—calling of and business at .....	12
16.3 Special general meetings—calling of .....	12
16.4 Notice of General Meeting.....	13
16.5 Quorum for general meetings.....	13
16.6 Presiding member .....	13
16.7 Adjournment .....	13
<b>17. VOTING AND DECISIONS.....</b>	<b>14</b>
17.1 Making of decisions .....	14
17.2 Special resolutions .....	14
17.3 Voting .....	14
17.4 Proxy votes not permitted.....	14
17.5 Postal ballots .....	14
<b>18. RECORDS AND REPORTING.....</b>	<b>14</b>
18.1 Custody of books etc.....	14
18.2 Inspection of books etc.....	14
18.3 Records .....	15
18.4 Records Kept in Accordance with the Act.....	15
18.5 Committee to Submit Accounts .....	15
18.6 Accounts Conclusive .....	15
18.7 Accounts to be Sent to Members .....	15
18.8 Negotiable Instruments .....	15
<b>19. MISCELLANEOUS.....</b>	<b>15</b>
19.1 Insurance.....	15
19.2 Funds—source .....	15
19.3 Funds—management.....	15
19.4 Change of name, objects and constitution .....	15
19.5 Service of notices .....	15
19.6 Financial year .....	16
19.7 Auditor .....	16
19.8 Winding Up .....	16
19.9 Distribution Of Property On Winding Up.....	16
19.10 Alteration Of Constitution .....	16
19.11 Regulations.....	16
19.12 Indemnity .....	17

## 1. NAME OF CLUB

The name of the Club is **Berowra Football Club** Incorporated.

## 1. DEFINITIONS

In this constitution:

**Club** means the association covered by this constitution

**Committee member** means a Member of the Management Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

**Constitution** means this Constitution of the Club

**Director-General** means the Director-General of the Department of Services, Technology and Administration.

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

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

**Management Committee** means the Management Committee managing the Club and consisting of the Committee Members

**Member** means a registered, financial Member of the Club **Objects** means the Objects of the Club.

**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 requirements. **Regulations** means regulations in accordance with **Clause 19.11 below**

**Secretary** means:

- (a) the person holding office under this constitution as secretary of the Club, or (b) if no such person holds that office—the public officer of the Club.

**Special general meeting** means a general meeting of the Club other than an annual general meeting.

**Special Resolution** means a Special Resolution defined in the Act.

**The Act** means the [Associations Incorporation Act 2009](#).

**The Regulation** means the [Associations Incorporation Regulation 2010](#).

In this constitution:

- (a) A reference to a function includes a reference to a power, authority and duty, and
- (b) A reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.
- (c) The provisions of the [Interpretation Act 1987](#) apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the act

## 2. INTERPRETATION

### 2.1 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 including the opposite gender;
- (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 the Regulation and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### 2.2 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.

### 2.3 The Act

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

## 3. OBJECTS OF THE CLUB

### 3.1 Objects

The Club is established solely for its Objects which are to:

- (a) conduct, encourage, promote, advance and administer football;
- (b) act, at all times, on behalf of and in the interest of the Members and football;
- (c) to hire, rent, lease, purchase or otherwise acquire, maintain, develop grounds and facilities;
- (d) to buy, lease, rent, sell and generally deal in services, sporting equipment and/or materials, foodstuffs and beverages;

- (e) affiliate, amalgamate or enter into partnership with similar bodies;
- (f) affiliate and otherwise liaise with the district state and national bodies of which the Club is a member and adopt their rule and policy frameworks to further these Objects;
- (g) advance the operations and activities of the Club;
- (h) have regard to the public interest in its operations; and
- (i) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

### **3.2 Powers of the Club**

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

## **4. MEMBERSHIP**

### **4.1 Membership general**

- (1) A person is eligible to be a member of the association if:
  - (a) the person is a natural person, and
  - (b) the person has been nominated and approved for membership of the association in accordance with requirements.
- (2) A person is taken to be a member of the association if the person was a member of Berowra Soccer Club immediately before the Club changed its name to Berowra Football Club

### **4.2 Members**

The Members of the Club shall consist of:

- (a) Life Members who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) Individual Members who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) The parent or guardian signing the registration form in respect of a minor; although no more than two non-playing persons from a family can be Members.

### **4.3 20 Year Players**

The 20 year players of the Club shall consist of:

- (a) The Management Committee may recommend to the annual general meeting that any natural person, who has played 20 years for the Club, be appointed as a 20 Year player.
- (b) Upon verification of the playing career, the players name shall be added to the 20 Year Player board displayed in the club house.
- (a) A 20 Year Player will not receive any reduction in playing fees.

### **4.4 Life Members**

- (a) The Management 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 Management 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. The Life Member's name shall be added to the Life Membership board displayed in the club house.
- (d) A Life Member shall be entitled to a 50% reduction in playing fees.
- (e) Indicative criteria for Life Membership shall be:
  - i. Service to the Club above and beyond normal service;
  - ii. Service may be in the form of any volunteer position linked directly to the Club and recognised by the Committee
  - iii. Service must span a minimum of 15 years unless the Committee feels extenuating circumstances exist

#### **4.5 Hall of Fame Members**

- (a) The Management Committee may recommend to the annual general meeting that any Life Member who has rendered 'invaluable' distinguished service to the Club be appointed as a Hall of Fame Member.
- (b) A resolution of the annual general meeting to confer Hall of Fame Membership on the recommendation of the Management Committee must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer Hall of Fame Membership in writing. Upon written acceptance, the person's details shall be entered upon the Hall of Fame Register, and from the time of entry on the Register the person shall be a Hall of Fame Member. The Hall of Fame Member's name shall be added to the Hall of Fame Membership board displayed in the club house.
- (d) A Hall of Fame Member shall be entitled to a full waiver in playing fees.
- (e) Indicative criteria for Hall of Fame Membership shall be:
  - i. The nominee is already a Life Member
  - ii. Service to the Club above and beyond normal service with at least 75% of the years of service being an active member of the Committee;
  - iii. Additional service may be in the form of any volunteer position linked directly to the Club and recognised by the Committee
  - iv. Service must span a minimum of 25 years unless the Committee feels extenuating circumstances exist

#### **4.6 Membership Application**

A person applying for membership must:

- (a) apply in writing, and
- (b) pay the fees determined by the Club.

#### **4.7 Discretion to Accept or Reject Application**

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

#### **4.8 Renewal**

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

#### **4.9 Deemed Membership**

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any Members of the Club, prior to approval of this Constitution under the Act, shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

### **5. REGISTER OF MEMBERS**

#### **5.1 Club to Keep Register**

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

- (a) the full name, contact details (either electronic or street address) and date of entry of each Member; and
- (b) where applicable, the date of termination of membership of any Member.
- (c) Members shall provide notice of any change and required details to the Club within one month of such change.

## **5.2 Inspection of Register**

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

## **5.3 Use of Register**

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

## **6. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination; resolution or policy which may be made or passed by the Management Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, and competition organisers;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football and sport in general; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

## **7. DISCONTINUANCE OF MEMBERSHIP**

### **7.1 A person ceases to be a member of the association**

if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the association, or
- (d) fails to pay the annual membership fee within three months after the fee is due.

### **7.2 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the association: is not capable of being transferred or transmitted to another person, and terminates on cessation of the person's membership.

### **7.3 Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- (b) Once the Club receives a notice of resignation of membership given, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **7.4 Discontinuance for Breach**

- (a) Membership of the Club may be discontinued by the Management 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 Management Committee or any duly authorised subcommittee.
- (b) Membership shall not be discontinued by the Management Committee without the Management Committee first giving the Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Management Committee's view to adequately explain the breach, that Member's membership shall be discontinued by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership as soon as practicable.

### **7.5 Member to Re-Apply**

A Member whose membership has been discontinued

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

### **7.6 Forfeiture of Rights**

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

### **7.7 Membership may be Reinstated**

Membership which has been discontinued may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

### **7.8 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.

## **8. FEES AND SUBSCRIPTIONS**

- (a) A member of the association must, on admission to membership, pay to the association a fee of \$1 or, any other amount determined by the Management Committee.
- (b) In addition to any amount payable by the member under subclause (a), a member of the association must pay to the association an annual membership fee of \$2 or, any other amount determined by the Management Committee.

## **9. MEMBERS' LIABILITIES**

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

## **10. DISCIPLINE**

- (a) The Management Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
  - i. breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Management Committee or any duly authorised sub-committee
  - ii. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or football
  - iii. brought the Club, any other Member or football into disrepute.
- (b) That Member will be subject to, and will submit unreservedly to, the jurisdiction, procedures, penalties and the appeal mechanisms of the Club.
- (c) The Management Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

## **11. RIGHT OF APPEAL OF DISCIPLINED MEMBER**

- (a) A member may appeal a decision of the Management Committee.
- (b) Notification of intention to appeal must be received by the club secretary within 7 days of the member being notified of the decision.
- (c) On receipt of a notice from a member under subclause (b), the secretary must notify the committee which is to convene a general meeting to be held within 28 days after the date on which the secretary received the notice

- (d) At a general meeting of the association convened under subclause (c):
  - i. no business other than the question of the appeal is to be transacted;
  - ii. the Management committee and the Member must be given the opportunity to state their respective cases orally or in writing, or both;
  - iii. the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked; and
  - iv. The appeal is to be determined by a simple majority of votes cast by members.

## **12. THE MANAGEMENT COMMITTEE**

### **12.1 Powers of the Management Committee**

Subject to the Act, the Regulation and this constitution and to any resolution passed by the association in general meeting, the Management Committee:

- (a) is to control and manage the affairs of the association, and
- (b) may exercise all such functions as may be exercised by the association, other than those functions that are required by this constitution to be exercised by a general meeting of members of the association, and
- (c) has power to perform all such acts and do all such things as appear to the Management Committee to be necessary or desirable for the proper management of the affairs of the association.

### **12.2 Composition and membership of Management Committee**

- (a) The Management Committee is to consist of the office-bearers of the association, and
- (b) at least three ordinary Management Committee members, each of whom is to be elected at the annual general meeting of the association.
- (c) The total number of Management Committee members is to be a minimum of eight. **Amended 4/2/19**
- (d) The number of Management Committee positions for the upcoming year is to be determined at the annual general meeting.
- (e) The number of office-bearers of the association shall be determined at each annual general meeting but will include:
  - i. the president,
  - ii. the vice-president,
  - iii. the secretary.
  - iv. The treasurer
  - v. the registrar
- (f) A Management Committee member may hold up to three offices.
- (g) Each member of the Management Committee is, subject to this constitution, to hold office until the conclusion of the annual general meeting following the date of the member's election, but is eligible for re-election.

### **12.3 Election of Management Committee members**

- (a) Nominations of candidates for election as office-bearers of the association or as ordinary Management Committee members:
  - i. must be made in writing, signed by two members of the association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
  - ii. must be delivered to the secretary of the association at least seven days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) If insufficient nominations are received to fill all vacancies on the Management Committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- (c) If insufficient further nominations are received, any vacant positions remaining on the Management Committee are taken to be casual vacancies.
- (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (e) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.



- (f) The ballot for the election of office-bearers and ordinary Management Committee members of the Management Committee is to be conducted at the annual general meeting in such usual and proper manner as the Management Committee may direct.
- (g) A person nominated as a candidate for election as an office-bearer or as an ordinary Management Committee member of the association must be a member of the association.

#### **12.4 Secretary**

- (a) It is the duty of the secretary to keep minutes of:
  - i. all appointments of office-bearers and members of the Management Committee, and
  - ii. the names of members of the Management Committee present at a Management Committee meeting or a general meeting, and iii. all proceedings at Management Committee meetings and general meetings. (b) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

#### **12.5 Treasurer**

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

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

#### **12.6 Casual vacancies**

- (a) In the event of a casual vacancy occurring in the membership of the Management Committee, the Management Committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of the annual general meeting next following the date of the appointment.
- (b) A casual vacancy in the office of a member of the Management Committee occurs if the member:
  - i. dies, or
  - ii. ceases to be a member of the association, or
  - iii. becomes an insolvent under administration within the meaning of the [Corporations Act 2001](#) of the Commonwealth, or iv. resigns office by notice in writing given to the secretary, or
  - v. is removed from office, or
  - vi. becomes a mentally incapacitated person, or vii. is absent without the consent of the Management Committee from 3 consecutive meetings of the Management Committee, or
  - viii. is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
  - ix. is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the [Corporations Act 2001](#) of the Commonwealth.

#### **12.7 Removal of Management Committee members**

- (a) The association in general meeting may by resolution remove any member of the Management Committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- (b) If a member of the Management Committee to whom a proposed resolution referred to in subclause (a) relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representations be notified to the members of the association, the secretary or the president may send a copy of the representations to each member of the association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

#### **12.8 Grounds for Termination of Member of the Management Committee**

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

- (a) dies

- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health (d) resigns his office in writing to the Club
- (e) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of six months
- (f) holds any office of employment with the Club without the approval of the Management 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 Management Committee (but subject always to this Constitution):
  - i. has acted in a manner unbecoming or prejudicial to the Objects 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 director of a corporation under the *Corporations Act 2001 (Cth.)*.

### **13. MANAGEMENT COMMITTEE MEETINGS AND QUORUM**

- (a) The Management Committee must meet at least three times in each period of twelve months at such place and time as the Management Committee may determine.
- (b) Additional meetings of the Management Committee may be convened by the president or by any member of the Management Committee.
- (c) Oral or written notice of a meeting of the Management Committee must be given by the secretary to each member of the Management Committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the Management Committee) before the time appointed for the holding of the meeting.
- (d) Notice of a meeting given under subclause (c) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Management Committee members present at the meeting unanimously agree to treat as urgent business.
- (e) Any six members of the Management Committee constitute a quorum for the transaction of the business of a meeting of the Management Committee.
- (f) No business is to be transacted by the Management Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (g) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (h) At a meeting of the Management Committee:
  - i. the president or, in the president's absence, the vice-president is to preside, or
  - ii. if the president and the vice-president are absent or unwilling to act, one of the remaining members of the Management Committee must be chosen by the members present at the meeting to preside.

### **14. DELEGATION BY MANAGEMENT COMMITTEE TO SUB-COMMITTEE**

- (a) The Management Committee may, by instrument in writing, delegate to one or more subcommittees (consisting of such member or members of the association as the Management Committee thinks fit) the exercise of such of the functions of the Management Committee as are specified in the instrument, other than:
  - i. this power of delegation, and
  - ii. a function which is a duty imposed on the Management Committee by the Act or by any other law.
  - iii. A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

- (b) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (c) Despite any delegation under this clause, the Management Committee may continue to exercise any function delegated.
- (d) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Management Committee.
- (e) The Management Committee may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (f) A sub-committee may meet and adjourn as it thinks proper.

## **15. VOTING AND DECISIONS**

- (a) Questions arising at a meeting of the Management Committee or of any sub-committee appointed by the Management Committee are to be determined by a majority of the votes of members of the Management Committee or sub-committee present at the meeting.
- (b) Each member present at a meeting of the Management Committee or of any sub-committee appointed by the Management Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (c) Subject to quorum requirements, the Management Committee may act despite any vacancy on the Management Committee.
- (d) Any act or thing done or suffered, or purporting to have been done or suffered, by the Management Committee or by a sub-committee appointed by the Management Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Management Committee or sub-committee.

### **15.2 Resolutions Not in Meeting**

- (a) A resolution in writing that has been signed or assented to by email or other form of visible or other electronic communication by all the Management Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one or more of the 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 Management Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person.
  - iii. If a failure in communications prevents a quorum, then the meeting shall be suspended until the quorum 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.
- (c) Any meeting held where one or more of the Management Committee 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.

### **15.3 Conflict of Interest**

A Management Committee Member shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He or she shall, unless otherwise determined by the Management Committee, absent him/herself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the member casts a

vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee. If this is not possible, the matter shall be adjourned or deferred.

#### **15.4 Disclosure of Interests**

- (a) The nature of the interest of a Management Committee Member must be declared at the meeting of the Management 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 Management Committee at the next meeting of the Management Committee. If a 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 Management Committee held after the member becomes interested.
- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

#### **15.5 General Disclosure**

A general notice stating that a Committee Member is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration. 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.

#### **15.6 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Committee Member must be recorded in the minutes of the relevant meeting.

## **16. GENERAL MEETINGS**

#### **16.1 Annual general meetings—holding of**

- (a) The association must hold its first annual general meeting within 18 months after its registration under the Act.
- (b) The association must hold its annual general meetings:
- (c) within 6 months after the close of the association's financial year, or
- (d) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

#### **16.2 Annual general meetings—calling of and business at**

- (a) The annual general meeting of the association is, subject to the Act and other requirements of this constitution, to be convened on such date and at such place and time as the Management Committee thinks fit.
- (b) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
  - i. to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
  - ii. to receive from the Management Committee reports on the activities of the association during the last preceding financial year,
  - iii. to elect office-bearers of the association and ordinary Management Committee members,
  - iv. to receive and consider any financial statement or report required to be submitted to members under the Act.
- (c) An annual general meeting must be specified as such in the notice convening it.

#### **16.3 Special general meetings—calling of**

- (a) The Management Committee may, whenever it thinks fit, convene a special general meeting of the association.
- (b) The Management Committee must, on the requisition in writing of at least five per cent of the total number of members, convene a special general meeting of the association.
- (c) A requisition of members for a special general meeting:
  - i. must state the purpose or purposes of the meeting, and

- ii. must be signed by the members making the requisition, and
  - iii. must be lodged with the secretary, and
  - iv. may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (d) If the Management Committee fails to convene a special general meeting to be held within one month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than three months after that date.
- (e) A special general meeting convened by a member or members as referred to in subclause (b) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Management Committee.

#### **16.4 Notice of General Meeting**

- (a) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (b) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause (a), the intention to propose the resolution as a special resolution.
- (c) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted as described in clause 16.2
- (d) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

#### **16.5 Quorum for general meetings**

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

#### **16.6 Presiding member**

- (a) The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of the association.
- (b) If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

#### **16.7 Adjournment**

- (a) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to

place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

- (b) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (c) Except as provided in subclauses (a) and (b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

## **17. VOTING AND DECISIONS**

### **17.1 Making of decisions**

- (a) A question arising at a general meeting of the association is to be determined by either:
  - i. a show of hands, or
  - ii. if on the motion of the chairperson or if five or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- (b) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

### **17.2 Special resolutions**

A special resolution may only be passed by the association in accordance with section 39 of the Act.

### **17.3 Voting**

- (a) On any question arising at a general meeting of the association a member has one vote only.
- (b) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (c) A member is not entitled to vote at any general meeting of the association unless all money due and payable by the member to the association has been paid.
- (d) A member is not entitled to vote at any general meeting of the association if the member is under 18 years of age.

### **17.4 Proxy votes not permitted**

Proxy voting must not be undertaken at or in respect of a general meeting.

### **17.5 Postal ballots**

- (a) The association may hold a postal ballot to determine any issue or proposal
- (b) A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

## **18. RECORDS AND REPORTING**

### **18.1 Custody of books etc.**

Except as otherwise provided by this constitution, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

### **18.2 Inspection of books etc.**

- (a) The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:
  - i. records, books and other financial documents of the association,
  - ii. this constitution,
  - iii. minutes of all Management Committee meetings and general meetings of the association.
- (b) A member of the association may obtain a copy of any of the documents referred to in subclause (a) on payment of a fee of not more than \$1 for each page copied.

### **18.3 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 Management Committee). It shall produce these as appropriate at each Management Committee or general meeting.

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

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

### **18.5 Committee to Submit Accounts**

The Management 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.

### **18.6 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.

### **18.7 Accounts to be Sent to Members**

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

### **18.8 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 persons or in such other manner as the Management Committee determines.

## **19. MISCELLANEOUS**

### **19.1 Insurance**

The association may effect and maintain insurance.

### **19.2 Funds—source**

- (a) The funds of the association are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, such other sources as the Management Committee determines.
- (b) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank or other authorised deposit-taking institution account.
- (c) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

### **19.3 Funds—management**

Subject to any resolution passed by the association in general meeting, the funds of the association are to be used in pursuance of the objects of the association in such manner as the Management Committee determines.

### **19.4 Change of name, objects and constitution**

An application to the Director-General for registration of a change in the association's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a Management Committee member.

### **19.5 Service of notices**

- (a) For the purpose of this constitution, a notice may be served on or given to a person:
  - i. by delivering it to the person personally, or
  - ii. by sending it by pre-paid post to the address of the person, or

- iii. by sending it by email or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (a) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
  - iv. in the case of a notice given or served personally, on the date on which it is received by the addressee, and
  - v. in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
  - vi. in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

## **19.6 Financial year**

The financial year of the association is:

- (a) the period of time commencing on the date of incorporation of the association and ending on the following 30 September, and
- (b) each period of 12 months after the expiration of the previous financial year of the association, commencing on 1 October and ending on the following 30 September.

## **19.7 Auditor**

Where the income of the Club exceeds the threshold set under the Act and the Regulation;-

- (a) A properly qualified auditor or auditors shall be appointed by the Club in 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 an auditor or auditors at the conclusion of each financial year.

## **19.8 Winding Up**

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

## **19.9 Distribution Of Property On Winding Up**

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

## **19.10 Alteration Of Constitution**

This Constitution shall not be altered except by Special Resolution.

## **19.11 Regulations**

- (a) The Management Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and sport in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Management Committee.



- (b) All Regulations are binding on the Club and all Members.
- (c) All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.
- (d) Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Management Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

## **19.12**

### **Indemnity**

- (a) Every Management 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 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 Management Committee and employees against all damages and losses (including legal costs) for which any such Member of the Management Committee or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
- (c) 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
- (d) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.