

Kings Langley Soccer Football Club Incorporated



Constitution

DRAFT ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

As at 22nd October 2019

TABLE OF CONTENTS

- 1. NAME OF CLUB**
- 2. DEFINITIONS AND INTERPRETATION**
- 3. OBJECTS OF THE CLUB**
- 4. POWERS OF THE CLUB**
- 5. MEMBERS**
- 6. MEMBERSHIP APPLICATION**
- 7. REGISTER OF MEMBERS**
- 8. EFFECT OF MEMBERSHIP**
- 9. DISCONTINUANCE OF MEMBERSHIP**
- 10. DISCIPLINE**
- 11. SUBSCRIPTIONS AND FEES**
- 12. EXISTING OFFICIALS**
- 13. POWERS OF THE COMMITTEE**
- 14. COMPOSITION OF THE COMMITTEE**
- 15. ELECTED OFFICIALS**
- 16. APPOINTED OFFICIALS**
- 17. VACANCIES ON THE COMMITTEE**
- 18. MEETINGS OF THE COMMITTEE**
- 19. DELEGATIONS**
- 20. SEAL**
- 21. ANNUAL GENERAL MEETING**
- 22. SPECIAL GENERAL MEETINGS**
- 23. NOTICE OF GENERAL MEETING**
- 24. BUSINESS**
- 25. NOTICES OF MOTION**
- 26. PROCEEDINGS AT GENERAL MEETINGS**
- 27. VOTING AT GENERAL MEETINGS**
- 28. GRIEVANCE PROCEDURE**
- 29. RECORDS AND ACCOUNTS**
- 30. AUDITOR**
- 31. INCOME**

32. WINDING UP

33. DISTRIBUTION OF PROPERTY ON WINDING UP

34. ALTERATION OF CONSTITUTION

35. REGULATIONS

36. STATUS AND COMPLIANCE OF CLUB

37. NOTICE

38. INDEMNITY

1. NAME OF CLUB

1.1 The name of the Club is Kings Langley Soccer Football Club Incorporated.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

“**Act**” means the *Associations Incorporation Act 2009 (NSW)*.

“**Committee**” means the body managing the Club and consisting of the Officials.

“**Constitution**” means this Constitution of the Association.

“**Official**” means a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Official.

“**Financial Year**” is the period of accounting commencing 1st July in one year and ending on the 30th June the following year.

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

“**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, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity conducted, promoted or administered by the Association in New South Wales.

“**Junior Member**” means a registered member of the Club who is younger than 18 years of age.

“**Life Member**” means an individual appointed as a Life Member of the Club under clause 5.2.

“**Local area**” means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for Football of which the Club is a member.

“**Member**” means a member of the Club for the time being under clause 5.

“**NSO**” means the National Sporting Organisation being Football Federation Australia.

“**Objects**” means the objects of the club in clause 3.

“**Public Officer**” means the person appointed to be the public officer of the Association in accordance with the Act.

“**Register**” means a register of members kept and maintained in accordance with clause 7.

“**RSO**” means the Regional Sporting Organisation being Blacktown Districts Soccer Football Association Incorporated.

“**Seal**” means the common Seal of Kings Langley Soccer Football Club.

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

“**SSO**” means the State Sport Organisation being Football NSW.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power of authority of the performance of the duty;
- (c) words importing the singular include the plural ad 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 (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects.

The Objects of the Club are established to:

- (a) Conduct, encourage, promote, advance and administer Football throughout the local area;
- (b) Act at all times, on behalf of and in the interest of the Members and Football in the local area;
- (c) Affiliate and otherwise liaise with the RSO, SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (d) Abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Football and related activities in New South Wales;
- (e) Advance the operations and activities of the Club throughout the local area;
- (f) Have regard to the public interest in its operations; and
- (g) 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

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 200a (Cth)*.

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, to debate and to vote at General Meetings;
- (b) Individuals 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 no right to receive notice of General Meetings and no right to be present or debate or 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 to be appointed as a Life Member.
- b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2 (c)**) on the recommendation of the Committee must be a Special Resolution.
- c) A person 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 APPLICATION

6.1 Application for Membership

An application for membership must be in accordance with the prescribed registration process set by the BDSFA.

6.2 Discretion to Accept or Reject Application

- a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- b) Where the Club accepts an application, 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.

6.3 Renewal

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

6.4 Deemed Membership

- a) All persons who are, prior to the approval of this Constitution under the Act, members of the club shall be deemed Members from the time of approval of this Constitution under the Act.
- b) Any members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous

functions as are provided for under this Constitution.

7. REGISTER OF MEMBERS

7.1 Club to keep Register

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

- (a) The full name, address, email address (where available) and date of entry of each Member; and
- (b) Where applicable, the date or 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.

7.2 Inspection of Register

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

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
- (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 Regulations they are subject to the jurisdiction of the Club, RSO, SSO and NSO;
- (d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement of Football; and
- (e) They are entitled to all benefits, advantages, privileges and services of Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for breach

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

- b) Membership shall not be discontinued by the Committee under **clause 9.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- c) Where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Member to Re-Apply

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

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

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

10. DISCIPLINE

- a) The Committee may commence disciplinary proceedings against a Member who allegedly:
 - i. Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised committee; or
 - ii. Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Football; or
 - iii. Brought the Club, any other Member or Football into disrepute.
- b) The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES

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

12. EXISTING OFFICIALS

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 the Officials 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 and the community throughout the local area.

14. COMPOSITION OF THE COMMITTEE

The Committee shall comprise:

- (a) Elected Officials who must all be Members and who shall be elected under **clause 15**;
- (b) Shall be elected into portfolios as described by the Committee 28 days prior to an election;
- (c) The Committee may change the description and name of portfolios at any time.

15. ELECTED OFFICIALS

15.1 Nomination for Committee

- a) Nominations for elected Officials shall be called for twenty-eight (28) days prior to the Annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. The Committee shall determine qualifications and job descriptions from time to time.
- b) Nominees for elected Official positions must declare any position they hold in an NSO, SSO or RSO.
- c) Nominees must hold and provide current Working with Children (WWC) Documentation
- d) WWC for nominees to be verified and passed by MPIO prior to AGM. If WWC not verified and passed - nomination will be void.

15.2 Form of Nomination

Nominations must be:

- (a) In writing;
- (b) On the prescribed form provided for that purpose;
- (c) Signed by two Individual Members;
- (d) Certified by the nominee (who must be a Member) expressing their willingness to accept the position for which they are nominated; and
- (e) Delivered to the Club Secretary not less than fourteen (14) days before the date fixed for the Annual General Meeting.

15.3 Elections

- a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- b) If there are insufficient nominations received to fill all vacancies on the Committee, or if the majority of Members under **clause 15.3(a)** does not approve a person, the positions will be deemed casual vacancies under **clause 17.1**.
- c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Committee.

d) Voting shall be conducted as outlined in the By-Laws.

15.4 Term of Appointment for Elected Officials

- a) Officials elected under **clause 15** shall be elected for a term noted in the By Laws. Subject to provisions in the Constitution relating to early retirement or removal of Officials, elected Officials shall remain in the office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- b) The sequence of retirements to ensure rotational terms shall be determined by the Committee. If the committee cannot agree it will be determined by lot.

16. VACANCIES ON THE COMMITTEE

16.1 Casual Vacancies

The remaining Officials from among appropriately qualified persons may fill any casual vacancy occurring in the position of Official. Any casual vacancy may only be filled for the remainder of the Official's term under this Constitution.

16.2 Grounds for Termination of Official

In addition to the circumstances in which the office of an Official becomes vacant by virtue of the Act, the office of an Official becomes vacant if the Official;

- 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 Committee from meetings of the Committee held during a period of three (3) months;
- f) Holds any office of employment with the Club without the approval of the Committee;
- g) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- h) In the opinion of the Committee (but subject always to this Constitution:
 - i. Has acted in a manner unbecoming or prejudicial to the Objects and interests of the club; or
 - ii. Has brought the Club into disrepute;
 - iii. Is removed by Special resolution; or
 - iv. Would otherwise be prohibited from being an Official of a corporation under the *Corporations Act 2001 (Cth)*.

16.3 Committee May Act

In the event of a casual vacancy or vacancies on the office of an Official or Officials, the remaining Officials may act however, if the number of remaining officials is not sufficient to constitute a quorum at a meeting of the Committee, they may act only for the purpose of increasing the number of Official to a number sufficient to constitute a quorum.

17. MEETINGS OF THE COMMITTEE

17.1 Committee to Meet

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of

business (and shall be at least as often as required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An Official may at any time convene a meeting of the Committee within reasonable time.

17.2 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 Officials shall for all purposes be deemed a determination of the Committee. All Officials shall have one vote on any question. When voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

17.3 Resolutions not in Meeting

- a) Any resolutions required outside of the committee meeting must have majority executive committee approval. This resolution needs to be documented electronically with a record of who was involved. This documentation needs to be submitted as an appendix at the next committee meeting with intention to document decisions in committee meeting minutes.
- b) Any resolution made by the Public Officer and President pertaining to member or official conduct are to be exempt to clause 17.3 (a)
- c) Without limiting the power of the Committee to regulate its meetings as it sees fit, a meeting of the Committee may be held where one or more of the Officials 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 Officials entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Officials are not required to be present in person.
- d) If a failure in communications prevents **clause 17.3(b)(i)** from being satisfied by the number of Officials which constitutes a quorum, and none of such Officials are present where the meeting is deemed by virtue of the further provisions of this Rule to be held. Then the meeting shall be suspended until **clause 17.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- e) Any meeting held where one or more of the Officials is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an Official is there present and if no Official is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

17.4 Quorum

At meetings of the Committee the number of Officials whose presence is required to constitute a quorum greater than fifty percent of the Officials.

17.5 Notice of Committee Meetings

Unless all Officials agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Committee shall be given to each Official. The agenda shall be forwarded to each Official not less than 24 hours prior to such meeting.

17.6 Chairperson

The Committee shall appoint a chairperson from among its number. The chairperson shall be the nominal

head of the Club and will act as chair of any Committee meeting or General Meeting at which they are present. If the chairperson is not present, or is unwilling or unable to preside at a Committee meeting the remaining Officials shall appoint another Official to preside as chair for that meeting only.

17.7 Conflict of Interest

An Official shall declare his interest in any:

- a) contractual matter;
- b) selection matter;
- c) disciplinary matter, or
- d) financial matter;

in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Official casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Official to absent himself from discussions and refrain from voting, the issue should immediately determined by vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

17.8 Disclosure of Interests

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

17.9 General Disclosure

A general notice stating that an Official is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 17.8**. After such general notice it is not necessary for such Official to give a special notice relating to any particular transaction with that form or company.

17.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by an Official in accordance with **clauses 17.7, 17.8 and/or 17.9** must be recorded in the minutes of the relevant meeting.

18. DELEGATIONS

18.1 Committee may Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. It will determine what powers these committees are given. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

18.2 Delegation by Instrument

In the establishing instrument, the Committee may delegate such functions as are specified in the

instrument, other than:

- a) This power of delegation; and
- b) A function imposed on the Committee or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

18.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

18.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under **clause 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Committee.

18.5 Delegation may be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

18.6 Revocation of Delegation

At any time, the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

19. SEAL

- a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- b) The Seal shall not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Club's minute book. Two (2) Officials must witness every use of the Seal, unless the Committee determines otherwise.

20. ANNUAL GENERAL MEETING

- a) The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee.
- b) All General Meetings other than the Annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

21. SPECIAL GENERAL MEETINGS

21.1 Requisition of Special General Meetings

- a) The Secretary will convene a Special General Meeting when five per cent of Members (no less) submit a requisition in writing.
- b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- c) If the Committee does not cause a Special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may

convene a Special General Meeting to be held no later than three (3) months after that date.

- d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

21.2 Special General Meetings may be held

The Committee may, whenever it thinks fit, convene a special general meeting. When, but for this clause, 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. NOTICE OF GENERAL MEETING

- a) Notice of every General Meeting shall be given to every Club and Life Member at the email address appearing in the Register kept by the Club, if no e-mail address is listed or it is invalid then registered street address to be used. The auditor and Officials shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- b) A notice of General Meeting shall specify the place and day and hour of the meeting and shall state the business to be transacted at the meeting,
- c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - i. the agenda for the meeting; and
 - ii. any notice of motion received from Members entitled to vote.
- d) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.

23. BUSINESS

- a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee and auditors, the election of Officials under this Constitution and the appointment of the auditors.
- b) All business that is transacted at a General Meeting and at an Annual General Meeting, with the exception of those matters set down in **clause 23(a)**, shall be special business.
- c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

24. 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 fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be 10% of the Members (excluding inactive lifetime member). Electronic Attendance is acceptable.

25.2 Chairperson to preside

The chairperson of the Committee shall, subject to this Constitution, preside as chair at every General

Meeting except:

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

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

25.3 Adjournment of Meeting

- a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from time appointed for the meeting, the meeting will lapse.
- b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) Except as provided in **clause 25.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Voting Procedure

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

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

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution by a show of hands. The declaration does not need to record the number of votes in favour or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 26.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

26. VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

Each Individual Member shall be entitled to one (1) vote at General Meetings. No other Member shall be entitled to vote but shall subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

26.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson

does not exercise a casting vote the motion will be lost.

26.3 Proxy Voting

Proxy Voting shall not be permitted at all General Meetings.

26.4 Postal Voting

A postal ballot shall not determine a motion unless determined by the Committee. If the Committee so determines, the postal ballot shall be conducted under the procedures set by the Committee from time to time.

27. GRIEVANCE PROCEDURE

- a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - i. Another Member; or
 - ii. The Club
- b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the RSO in accordance with the procedures determined by the RSO from time to time.
- d) The Committee may prescribe additional grievance procedures in the Regulations consistent with this clause.

28. RECORDS AND ACCOUNTS

28.1 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) and shall produce these as appropriate at each Committee of General Meeting.

28.2 Records Kept in Accordance with 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 Secretary.

28.3 Committee to Submit Accounts

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

28.4 Accounts Conclusive

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except when errors have been discovered within three months after such approval or adoption.

28.5 Accounts to be sent to Members

The Secretary shall send to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Committee's report, the auditor's report and every other document required under the Act (if any).

28.6 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 (2) duly authorised Officials or in such other manner as the Committee determines.

29. AUDITOR

- a) A properly qualified auditor or auditors shall be appointed by the Committee excluding the Treasurer in a Committee meeting prior to the End of Financial Year. 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 for any applicable code of conduct.
- 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.

30. INCOME

- 30.1** Income and property of the Club shall be derived from such sources as the Committee determines from time to time.
- 30.2** The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 30.3** Except as prescribed in this Constitution or the Act:
- a) No portion of the income of property shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - b) 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.
- 30.4** Payment in good faith of or to any Member can be made for:
- a) Any services actually rendered to the Club whether as an employee, Official or otherwise;
 - b) Goods supplied to the Club in the ordinary and usual course of operation;
 - c) Interest on money borrowed from any Member;
 - d) Rent for premises demised or let by any member to the Club; or
 - e) Any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 30.2 or 30.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

31. 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 the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

32. 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 shall be given or transferred to the RSO (BDSFA Inc). The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as is 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.

33. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

34. REGULATIONS

34.1 Committee to Formulate Regulations

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

34.2 Regulations Binding

All Regulations are binding on the Club and all Members.

34.3 Regulations Deemed Applicable

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

34.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board 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.

35. STATUS AND COMPLIANCE OF CLUB

35.1 Recognition of Club

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

35.2 Constitution of the Club

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

35.3 Region and SSO

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

36. NOTICE

- a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address.
- b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

37. INDEMNITY

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