



Constitution

Adopted unopposed at Annual General Meeting
November 3rd 2014 in accordance with
The Associations Incorporation Act 2009 (NSW) (Act).

1. THE CLUB IDENTITY

1.1 Name

The club shall be known as The Henry Lawson Football Club Incorporated (HLFC).

1.2 Logo

The Club's logo shall be the logo depicted on the front page of this constitution. Such logo is trademarked and may not be used in any manner without the express consent of the Club or the Executive Committee as identified in **clause 14**.

1.3 Colours

The clubs colours shall be BLACK, SKY BLUE and WHITE.

1.4 On-line Identity

The Club shall maintain a website for dissemination of information and notification of events.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

Committees

“**Executive Committee**” means the body managing the Club in accordance with **clause 14** and may be abbreviated to **EC**.

“**Committee**” means the members of the EC as well as auxiliary committee members in accordance with **clause 16**.

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

“**Football**” refers to the game alternatively known as Soccer.

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

Governing Bodies

“**FFA**” means Football Federation Australia.

“**FNSW**” means Football New South Wales

“**NFA**” means the Nepean Football Association.

“**Intellectual Property**” means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to

the Association or any activity of or conducted, promoted or administered by the Association in New South Wales.

“**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.

Members

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

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

“**Individual Member**” means a registered, financial Member of the Club who is at least 18 years of age.

“**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**.

“**Objects**” means the Objects of the Club in **clause 3**.

“**Public Officer**” means the person appointed under **clause 14.1(b)** 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**.

“**Seal**” means the common Seal of Henry Lawson Football Club Incorporated.

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

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person 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 means.

2.3 Severance

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

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. 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) provide all players, regardless of ability, the opportunity to play organised Football.
- (c) promote fair play and good sportsmanship.
- (d) act, at all times, on behalf of and in the interest of the Members and Football in the local area
- (e) affiliate and otherwise liaise with NFA, FNSW and FFA of which the Club is a Member and adopt their rule and policy frameworks to further these Objects
- (f) abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by FFA and as may be necessary for the management and control of Football and related activities in New South Wales;
- (g) advance the operations and activities of the Club throughout the local area;
- (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.

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 2001 (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) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

Note 1: One (1) parent or guardian of each Junior Member shall be deemed to be an Individual Member as laid out in **clause 5.1(b)**. Both of a Junior Member's parents or guardians may, as per **clause 6**, register as members if they so choose.

Note 2: Committee Members are also Individual Members as laid out in **clause 5.1(b)**.

5.2 Life Members

- (a) Eligibility Criteria – A member shall be eligible for life membership once the following criteria have been met:
 - i. has been a member of the HLFC for a minimum of 10 years
 - ii. has served a minimum of two (2) years on the committee or five (5) years as a Coach, Manager or Volunteer
 - iii. for the purposes of this clause, a Volunteer is defined as a member who has actively served the club in carrying out duties such as, but not limited to, canteen, BBQ, fundraising and field maintenance.
- (b) Nomination – nominations for Life Membership must be in writing, must be received by the Secretary no later than the 1st of August and must include the following details:
 - i. the names and signatures of the person making the nomination and the person seconding that nomination – both of whom must have at least five (5) years of service with the club.

- ii. a brief account of the nominee's achievements and services to the club.
- iii. where applicable, details of any exceptional circumstances related to the nomination.

(c) Approval process:

- i. the Committee, having received the nomination pursuant to **clause 5.2 (b)**, shall consider the nomination at the August Ordinary Committee Meeting (see **clause 18**).
- ii. where the nominee is related to a member of the committee, that member shall abstain from voting.
- iii. where a two thirds (2/3) majority votes in favour of the nomination it shall be put forwarded to at least two (2) active Life Members for their comments in relation to the nomination.
 - an active Life Member is defined as any Life Member who has actively participated in club activities during the last twelve (12) months. Participation includes, but is not limited to, regular attendance at fields as a supporter, attendance at previous year AGM, assistance and guidance to the EC in the running of the club, assistance with canteen, BBQ, fundraising and field maintenance.
- iv. where the Life Members are in favour of the nomination, it shall be accepted.
- v. should the Life Members raise any concerns with regard to the nomination, they shall be invited to attend the September Ordinary Committee Meeting (see **clause 18**) to discuss the nomination further.
- vi. following such discussion, the committee shall vote again on the nomination where a two thirds (2/3) majority vote in favour of the nomination will be required for it to be approved.

NOTE: where the nominee is a committee member, the other committee members and the Life Members reviewing the nomination shall exercise their discretion to consider the nomination at a special meeting per **clause 18.1(b)**.

(d) Presentation – where a nomination is approved, Life Membership will be awarded at either the Junior or Senior Presentation and the Life Member shall be presented with:

- i. A plaque bearing the Club's logo, the words "Life Member", the year of conferral and the name of the Life Member.
- ii. A jacket which is predominantly black with white panels and/or trims with sky blue embroidery of the Club's logo on the left breast and the words "Life Member" above the Member's name on the right breast. The back of the jacket shall bear the words "HENRY LAWSON" in upper case on one line printed in sky blue.

- iii. At the Committee's discretion, a gift of Club merchandise may also be given.
- iv. The Life Member's name shall be recorded on the Club's Life Membership honour board.

(e) Minuting of process:

- i. the committee's discussions shall be minuted appropriately however, as successful nominations are not made public until Presentation, these minutes shall not be made public until after Senior Presentation.
- ii. where the nomination is not successful, the secretary shall prepare a written response to the nominating member giving a brief reason for the rejection of the nomination. This response should be sent no more than one (1) week after Senior Presentation.

(f) Rights of Life Members –

any active life member as defined in the dot point at **clause 5.2(c)ii.** may:

- take a position on the committee if nominated.
- attend any General Meeting.
- vote on any motion or decision.

(g) Forfeiture of Life Membership

If a Life Member is found guilty under the terms of **clause 9.2**, their Life Membership and its attendant rights shall be forfeited.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the EC (if any), from the applicant or its nominated representative and lodged with the Club; and
- (b) accompanied by the appropriate fee (if any).

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 in 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 and date of entry of each member.
- (b) where available, the home and mobile phone number of each member.
- (c) where available, the email address of each member, and
- (d) where applicable, the date of termination of membership of any Member.

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

Where a member fails to make such notification, the Club shall not be held liable when, having made reasonable effort to contact the member, it is unable to disseminate notifications required under the Act and as detailed in this constitution.

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 Board 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 EC or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, NFA, FNSW and FFA.
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection 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 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 EC 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 EC or any duly authorised committee.
- (b) Membership shall not be discontinued by the EC under **clause 9.2(a)** without the EC first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the EC'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.
- (d) The Register shall be amended to reflect any discontinuance of membership under **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 EC.

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 Re-instated

Membership which has been discontinued under **clause 9** may be reinstated at the discretion of the EC, 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.

This does not include Player Registration Fees which the EC may refund in part or in full if, in their opinion, such refund is appropriate.

10. DISCIPLINE

- (a) The EC 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 Board or any duly authorised committee
 - ii. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Football; or
 - iii. brought the Club, any other Member or the game of 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 set out in the Regulations.
- (c) The EC 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 (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the EC.

12. EXISTING COMMITTEE MEMBERS

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

13. POWERS OF THE EXECUTIVE 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 EC.

In particular, the EC 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 COMMITTEES

14.1 Composition of the Committee

(a) The EC shall comprise seven (7) elected EC Members who must all be Members and who shall be elected under **clause 15**.

(b) The elected EC positions shall be:

- President
- Senior Vice President
- Junior Vice President
- Secretary
- Treasurer
- Competition Secretary
- Registrar

(c) The Public Officer

The Public Officer as required under the act, shall be any one of the EC and shall be appointed by the EC in accordance with **clause 16**.

(d) The Member Protection Officer

The EC, in accordance with **clause 16**, shall appoint a Member Protection Officer (MPO) who shall have responsibility for Member

Protection duties as laid out by law and under the rules and regulations of HLFC, NFA, FNSW and FFA.

(e) Auxiliary Committee Members

The EC may appoint Auxiliary Committee Members who must be Members and who may be appointed by the EC in accordance with **clause 16**.

Auxiliary Committee positions may include:

- Canteen Co-ordinators
- Coaching Co-ordinators
- Fundraising Co-ordinators
- Field Maintenance Co-ordinators
- Other appointments as designated by the EC

(f) Special Committees

- i. The EC may, at their discretion, create Special Committees to deal with specific issues such as, but not limited to, Disciplinary Hearings, Special Events and Presentations.
- ii. The EC may appoint any Committee Member, Life Member or any Individual Member to such Committees.

14.2 Election and Appointment of Committee Members

- (a) The elected EC Members shall be elected under **clause 15**.
- (b) The appointed Auxiliary Committee Members may be appointed under **clause 16**.
- (c) The appointed Special Committee Members may be appointed under **clause 16**.

14.3 Portfolios

- (a) The President shall:
 - Chair General Meetings and Committee Meetings
 - Be ex-officio Member of all Committees
 - Be responsible for ensuring all Committee Members are carrying out their duties
 - Perform other duties as requested by the EC

(b) The Senior Vice President shall:

- Chair General Meetings and Committee Meetings in the President's absence
- Be responsible for managing and catering to the needs of all Sunday Competition Teams and their Members
- Perform other duties as requested by the EC

(c) The Junior Vice President shall:

- Chair General Meetings and Committee Meetings where necessary
- Be responsible for managing and catering to the needs of all Saturday Teams and their Members
- Perform other duties as requested by the EC

(d) The Secretary shall:

- Keep accurate minutes of all General Meetings and Committee Meetings
- Be ex-officio Member of all Committees
- Keep a register of all Members pursuant to **clause 7**
- Manage, record and appropriately disseminate Incoming and Outgoing Correspondence
- Perform other duties as requested by the EC

(e) The Treasurer shall, (and pursuant to **clause 29**):

- Collect, record and receipt all monies, both incoming and outgoing, in a timely manner
- Keep an accurate financial record of all club activities
- Provide a current financial statement at all meetings
- Make disbursements at the direction of the EC
- Prepare accounts for annual audit to be carried out by a qualified person pursuant to **clause 30**.
- Perform other duties as requested by the EC

(f) The Competition Secretary shall:

- Attend all competition related meetings as required

Includes both meetings of the Club and, where necessary, any of the governing bodies

- Appropriately disseminate information from such meetings
- Forward all results to the appropriate governing body in a timely manner
- Perform other duties as requested by the EC

(g) The Registrar shall:

- Attend all registration related meetings as required
Includes both meetings of the Club and, where necessary, any of the governing bodies
- Keep accurate records of all registered players
- Assist the Competition Secretary where required
- Perform other duties as requested by the EC

15. ELECTED POSITIONS

15.1 Officiation at Election

- (a) The EC shall appoint a Returning Officer to officiate over the election process.
- (b) The EC shall appoint a Scrutineer to assist the Returning Officer.
- (c) The Returning Officer and the Scrutineer shall not be related and shall not intend to stand for any elected position.
- (d) Where a person related to either the Returning Officer or the Scrutineer is nominated for an elected position, the Returning Officer or Scrutineer must notify the Members present.
 - In such instance, the Members may choose to have a second Scrutineer appointed for that nomination.

15.2 Nomination for Committee Positions

- (a) Nominations for elected positions shall be called for at the annual general meeting as laid out in **clause 21**.
- (b) The appointed Returning Officer will call for nominations from the attending Members. Nominations will be called for positions in the same order as they appear in **clause 14.1(b)**.
- (c) When calling for nominations, details of the duties of the positions shall also be provided.
- (d) Qualifications and job descriptions shall be determined by the EC and shall include but not be limited to the portfolio details as laid out in **clause 14.3**.

- (e) To qualify for the position of Treasurer, the nominee may not reside with any other member of the EC during their term in office pursuant to **clause 15.4**.
- (f) Nominees for elected positions must declare any position they hold in any of the governing bodies.

15.3 Form of Nomination

- (a) nominations may be submitted in writing seven (7) days prior to the AGM – in such instance, the Secretary shall table these nominations during his/her report at the AGM before elected positions are made vacant for election.
- (b) nominations may be made at the AGM as per **clause 15.2..**
- (c) nominations may only be made by a current Member and must be seconded by another current Member.
- (d) nominees shall be asked if they accept the nomination.
- (e) the Returning Officer shall list the nominees who have accepted their nominations.

15.4 Election

- (a) if only one nominee has accepted their nomination for the position they have been nominated for, they shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) where multiple nominees have accepted nomination for the position they have been nominated for, a private ballot shall take place where the nominee with the most votes shall be declared elected.
 - In such instance, the Returning Officer shall display the list of nominees for the position pursuant to **clause 15.3(e)**.
 - All current Members present at the election and having the right to vote pursuant to **clause 5**, shall be given the means to vote for the nominees listed.
 - pieces of paper and pens shall be available for this purpose.
 - in the event of a tied vote, the tied nominees shall be given the opportunity to either step down from the nomination or have their names written onto separate pieces of paper, placed into an available container from which the Returning Officer or Scrutineer shall blindly draw one of the pieces of paper. The nominee named on that paper shall be declared elected.
- (c) If there are insufficient nominations received to fill all vacancies on the EC, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.

15.5 Term of Appointment for Elected Positions

- (a) EC Members elected under **clause 15** shall be elected for a term of one (1) year.
- (b) Subject to provisions in this Constitution relating to early retirement or removal of EC Members, elected EC Members shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the next annual general meeting.

16. APPOINTED POSITIONS

16.1 Appointment to Mandatory Positions

The EC shall appoint a Member to any positions which are mandated by law, regulations or governing bodies.

16.2 Appointment of Auxiliary Committee Members

- (a) The EC may, at their discretion, appoint current Members to positions on the Committee.
- (b) Such positions may be created as the EC deems necessary and include but are not limited to those laid out in **clause 14.1(d)** and **14.1(e)**.

16.3 Term of Appointment for Auxiliary Committee Members

- (a) The EC shall determine the term of appointment to Auxiliary Committee Positions.
- (b) The term of appointment shall not extend beyond the next AGM but appointees may be re-appointed by subsequent ECs at their discretion.
- (c) The EC may remove an appointee or wind up an auxiliary committee at their discretion.

17. VACANCIES ON THE EXECUTIVE COMMITTEE

17.1 Casual Vacancies

Any casual vacancy occurring in elected positions may be filled by the remaining EC Members from among appropriately qualified current club Members as laid out in **clause 5.1**. Any casual vacancy may only be filled for the remainder of the term of appointment laid down in **clause 15.5**.

17.2 Grounds for Termination of an EC Member

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

- (a) dies
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health

- (c) resigns from office in writing to the Club
- (d) is absent without the consent of the EC from meetings of the Committee held during a period of three (3) months
- (e) holds any office of employment with the Club without the approval of the EC
- (f) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest
- (g) in the opinion of the EC (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
- (h) breaches the privacy of a Member or the confidentiality of Committee business
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).

17.3 Terminated EC Members

- (a) Where an EC Member has been terminated under **clause 17.2**, they shall, from that time forward, be deemed ineligible to hold any position in the Club other than Individual Member for a minimum of one (1) year, such term to be set by the EC and notified to the terminated EC Member in their final letter of termination.
- (b) Where such EC Member's grounds for termination were not pursuant to **clause 17.2(a) , 17.2(f), 17.2(g) or 17.2(h)**, and provided that the grounds for termination no longer exist, they may apply to the EC to be made eligible for future elected positions so long as the term of their original termination as laid down in **clause 17.3(a)** has been served.
- (c) Such application must be received by the Secretary at least forty-five (45) days prior to an AGM.
- (d) The EC shall give due consideration to the request and shall reply to the applicant with their decision at least fourteen (14) days prior to the AGM.
- (e) If the application is denied, the applicant may notify the Secretary in writing, and at least seven (7) days prior to the AGM, that they wish their application to be added to the agenda for the AGM.
 - in such instance, the applicant and the EC will, in turn, address the reason for the applicant's request and the EC's subsequent denial of that request.
 - the matter shall then be resolved by the Members in attendance with a show of hands for and against the applicant's request.

- where the request has a 60% majority vote, the applicant shall be considered eligible for elected positions from that time.

NOTE: Appeals as detailed in **clause 17.3(e)** may only be brought before the Members at an AGM – as a Member can only be elected to a position at the AGM, it is not reasonable to request that such an appeal be heard at a Special General Meeting.

17.4 Executive Committee May Act

In the event of a casual vacancy or vacancies in the office of an elected position or positions, the remaining EC Members may act.

However, if the number of remaining EC Members is not sufficient to constitute a quorum pursuant to **clause 18.4** at a meeting of the EC, they may act only for the purpose of increasing the number of EC Members to a number sufficient to constitute a quorum.

18. MEETINGS OF THE EXECUTIVE COMMITTEE

18.1 Executive Committee to Meet

- (a) The EC shall meet at least monthly between January and October for the dispatch of business (and shall meet at least as often as is required under the Act).
- (b) Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit.
- (c) An EC Member may at any time convene a meeting of the EC within reasonable time.
- (d) The EC may, at their discretion, invite Auxiliary Committee Members to attend EC meetings.
- (e) The EC may, at their discretion, invite Auxiliary Committee Members to vote on issues addressed at EC meetings.

18.2 Decisions of Executive Committee

- (a) Subject to this Constitution, questions arising at any meeting of the EC shall be decided by a majority vote and a determination of a majority of EC Members shall for all purposes be deemed a determination of the EC.
- (b) All EC Members shall have one vote on any question.
- (c) Where the EC has exercised its discretion under **clauses 18.1(d) and 18.1(e)**, Auxiliary Committee Members shall also have one vote on any question.

18.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by means of electronic communication by all the directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the directors.
- (b) Without limiting the power of the EC to regulate its meetings as it thinks fit, a meeting of the EC may be held where one or more of the EC 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 EC Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the EC or this Constitution. The notice will specify that EC Members are not required to be present in person.
 - iii. If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
 - iv. Any meeting held where one or more of the EC Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an EC Member is there present. If no EC Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 Quorum at Meetings

A minimum of four (4) of the EC Members as laid out in **clause 14.1(b)** must be present at any EC Meeting to constitute a quorum.

18.5 Notice of Meetings

Unless all EC Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the EC shall be given to each EC Member. The agenda shall be

forwarded to each EC Member not less than twenty-four (24) hours prior to such meeting.

18.6 Chairperson

- (a) As laid out in **clause 14.3**, the President shall be the chairperson of any EC meeting or General Meeting at which he is present.
- (b) If the President is not present, or is unwilling or unable to preside at an EC Meeting the remaining Senior or Junior Vice President shall act as chairperson at that meeting.
- (c) Alternatively, the EC Members shall appoint one of the EC Members present to preside as chair for that meeting only.

18.7 Conflict of Interest

- (a) An EC Member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
- (b) He shall, unless otherwise determined by the EC, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters.
- (c) If the EC Member casts a vote, the vote shall not be counted.
- (d) In the event of any uncertainty as to whether it is necessary for an EC Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the EC.
- (e) If this is not possible, the matter shall be adjourned or deferred.

18.8 Disclosure of Interests

The nature of the interest of an EC Member must be declared at the meeting of the EC 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 EC at the next meeting of the EC.

If an EC 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 EC held after the EC Member becomes interested.

All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

18.9 General Disclosure

A general notice stating that an EC 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 under **clause 18.8**.

After the distribution of the general notice, it is not necessary for the EC Member to give a special notice regarding any particular transaction with that firm or company.

18.10 Recording Disclosures

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

19. DELEGATIONS

19.1 Executive Committee May Delegate Functions

The EC 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 EC must take into account broad stakeholder involvement.

19.2 Delegation by Instrument

In the establishing instrument, the EC may delegate such functions as are specified in the instrument, other than:

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

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

The procedures for any 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 EC under **clause 18**.

The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the EC with details of all material decisions.

The entity shall also provide any other reports, minutes and information required by the EC.

19.5 Delegation May Be Conditional

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

19.6 Revocation of Delegation

At any time the EC 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.

20. SEAL

20.1 The Club 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 Board. Every use of the Seal shall be recorded in the Club's minute book. Two directors must witness every use of the Seal, unless the Board determines otherwise.
- (c) Where the Club has such a Seal, a Register must be kept recording its use.

21. ANNUAL GENERAL MEETING

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

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

- (a) The EC may, whenever it thinks fit, convene a special general meeting.

- (b) When, but for this clause, more than fifteen months elapses between annual general meetings, the EC shall convene a special general meeting before the expiration of that period.

22.2 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when ten per cent of eligible Members (no less) submit a requisition in writing.
- In this instance, a Member shall be eligible to add their name to such requisition so long as they have been a Member on the Register, pursuant to **clause 7**, since the last AGM or for more than ninety (90) days whichever is longer.
- (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 EC 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 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 EC.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice.
- i. Notices shall, in the first instance, be sent via electronic means to the mobile phone or email address appearing in the Club's Register as per **clauses 7.1(b)** and **7.1(c)**.
 - ii. Where a Member on the Register has not provided a mobile phone number or email address, that member shall be notified via posted letter to their street address recorded on the register.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- i. the agenda for the meeting; and
- ii. any notice of motion received from Members entitled to vote.

(d) Notice of every general meeting shall be given in the manner authorised in **clause 37**.

24. BUSINESS

- (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the EC Members and auditor, the election of EC Members for the next term under this Constitution.
- (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 24(a)**, shall be special business.
- (c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

25. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than thirty-five days (excluding receiving date and meeting date) prior to the general meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

26.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be at least twenty-five (25) Members.

26.2 Chairperson to Preside

The President of the EC 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 President is not present, or is unwilling or unable to preside, the delegates present shall appoint another EC Member to preside as chairperson for that meeting only.

26.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson.
- If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

26.4 Voting Procedure

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

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

26.5 Recording of Determinations

Unless a poll is demanded under **clause 26.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands.

The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the minutes of the meeting.

26.6 Where Poll Demanded

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

The result of the poll shall be the resolution of the meeting.

27. VOTING AT GENERAL MEETINGS

27.1 Members Entitled to Vote

Each Individual Member shall be entitled to one 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**.

27.2 No Casting Vote

No Member has a casting vote. If the motion cannot be decided by a simple majority then it shall be lost.

27.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

27.4 Postal Voting

No motion shall be determined by a postal ballot unless determined by the EC.

If the EC so determines, the postal ballot shall be conducted under the procedures set by the EC from time to time.

28. 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 days after the dispute comes to the attention of all parties.
- (c) All such grievances shall be resolved within the Club pursuant to **clause 10(b)**.
- (d) The EC may prescribe additional grievance procedures in the Regulations consistent with this clause.
- (e) Where a Member has a grievance with a member or members of the EC, those EC Members shall not take part in determination of the resolution of the grievance.

- The EC Members involved shall still take part in the hearing for the purpose of giving evidence and defending their actions in relation to the grievance.
 - Where the Member's grievance is with three (3) or more EC Members, active Life Members as defined in the dot point in **clause 5.2(c)iii**, shall be called upon to assist the remaining EC Members in giving all parties a fair hearing.
- (f) Resolution of the grievance is reached on the "balance of probability" principle.
- This process is not run as in a court of law and does not rely on proof beyond reasonable doubt.
- (g) Where an aggrieved party is dissatisfied with the outcome of this procedure they may, pursuant to **clause 22.2**, submit a requisition for a Special General Meeting at which they shall appeal before the Members assembled at that meeting.
- In such instance, the appellant shall pay a reasonable fee as determined by the EC in the Club's Regulations.
 - All minutes related to the grievance shall be made available to the Members seven (7) days prior to the meeting date.
 - The result of the appeal shall be determined by simple majority in a show of hands and shall be binding.
 - Should the appeal be upheld by the show of hands, the Members shall determine by a further show of hands, whether the fee paid by the appellant should be refunded in full, in part or not at all.
- (h) In accordance with **clause 26.3(a)**, where a quorum is not reached at the Special General Meeting and is still not reached at the time and date to which the Special General Meeting has been adjourned, the decision being appealed shall be deemed to be upheld.
- in such instance, the appellant shall not be entitled to a refund, either in part or in full, of the fee paid; and
 - the appellant shall have no further grounds to appeal.

29. RECORDS AND ACCOUNTS

29.1 Records

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

Club and the EC). It shall produce these as appropriate at each EC or general meeting.

29.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act.

- (a) Records, minutes and decisions of the Club shall be kept in the care and control of the Secretary.
- (b) The records of financial account shall be kept in the care and control of the Treasurer.

29.3 Executive Committee to Submit Accounts

The EC shall submit the Club's statements of account to the Members at the annual general meeting in accordance with this Constitution and the Act.

29.4 Accounts Conclusive

The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

29.5 Accounts to be Made Available to Members

- (a) The Secretary shall cause to be made available to all persons entitled to receive notice of annual general meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).
- (b) In recognition of the prevalence of electronic means of communication and in the interests of reducing wasted resources and landfill, such documents shall be made available electronically on the Clubs website.
- (c) Where a Member notifies the Secretary in writing that they have no access to a computer, the Secretary shall make a hard copy of the documents available to that Member.
 - Such notification to the Secretary must be made no later than seven (7) days after notification of the date of the meeting.
 - The hard copies shall be made available to that Member within seven (7) days of their notification to the Secretary.

29.6 Negotiable Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or

otherwise executed, as the case may be, by any two duly authorised EC Members or in such other manner as the EC determines in the regulations.

29.7 Electronic Banking

The EC may use electronic banking facilities. As this type of banking does not require dual authorisation by signatories, any such facilities must be set up in such a way that any transaction made electronically by an EC member causes an automated message to be sent to all EC Members.

30. AUDITOR

(a) A properly qualified auditor or auditors shall be appointed by the EC.

- i. The auditor's duties shall be regulated in accordance with the Act.
- ii. 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.
- iii. The auditor may be removed by the Club in a general meeting.
- iv. The Auditor(s) may be a Member of the Club but shall not be a member of the EC or family of a member of the EC.

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

31. INCOME

31.1 Income and Property

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

31.2 Application of the Income and Property

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

31.3 Exclusions

Except as prescribed in this Constitution or the Act:

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

- (b) no remuneration 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.

31.4 Payments in Good Faith

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, director 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 31.2 or 31.3** 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.

31.5 Ex-gratia Payments

Any Life or Individual Members as identified in **clauses 5.1** may, at the discretion of the EC, be nominated to receive an ex-gratia payment for services rendered to the Club.

Such nomination must be notified to Members as a motion on the agenda of the AGM and no such payment will be made unless a simple majority of Members present at the AGM votes in favour of the motion.

Voting may be by show of hands or private ballot at the discretion of the Chairperson.

32. WINDING UP

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member

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

33. 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.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. REGULATIONS

The Regulations are the key 'delegated legislation' of the Club (sometimes referred to as by-laws).

35.1 Executive Committee to Formulate Regulations

The EC 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 Football in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the EC.

35.2 Regulations Binding

All Regulations are binding on the Club and all Members.

35.3 Regulations Deemed Applicable

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

36.1 Recognition of Club

The Club is a Member of the NFA and/or FNSW 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 NFA and/or FNSW's Constitutions shall continue to be so recognised and shall administer Football in the local area in accordance with the Objects.

36.2 Constitution of the Club

This Constitution will clearly reflect the Objects of the NFA and FNSW and will conform to the Constitutions of those bodies, subject always to the Act.

36.3 NFA and FNSW

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

37. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail or mobile phone text message to the Member's registered address or facsimile number or electronic mail address or mobile phone number. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number, electronic mail address or mobile phone number.
- (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 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 or mobile phone text message, service of the notice shall be deemed to be effected the next business day after it was sent.

38. INDEMNITY

- (a) Every Committee Member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, civil or criminal, in which

judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

- (b) The Club shall indemnify its committee members and employees against all damages and losses (including legal costs) for which any such committee member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
- i. in the case of a committee member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - ii. in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.