

Henry Lawson Football Club Constitution

Proposed for adoption by Special Resolution at a Special General Meeting on Monday 19th October 2026 in accordance with the Associations Incorporation Act 2009 (NSW) **(Act)**

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

Henry Lawson Football Club Incorporated

1. NAME OF CLUB

The name of the Club is Henry Lawson Football Club Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

Association means Nepean Football Association and is a member of or affiliated with FNSW.

Committee means the body managing the Club and consisting of the Committee Members.

Constitution means this Constitution of the Club.

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

Financial Year means a period of 12 months commencing on 1 November and ending on 31 October each year.

FA means Football Australia Limited, Australia's football governing body.

FIFA means Federation Internationale de Football Association, the world's football governing body.

Football means the sport of football.

FNSW means Football New South Wales Limited, the governing body for football in New South Wales (except for the Northern regions of NSW, the governing body for which is Northern New South Wales Football).

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

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

(a) understand the information relevant to the decisions that will have to be made in the role of Committee Member;

(b) retain that information to the extent necessary to make those decisions;

(c) use or weigh that information as part of the decision-making process; or

(d) communicate the decisions in some way.

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

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

Junior Member means a 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 Association and/or FNSW.

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

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

Public Officer means the person appointed to be the public officer of the Club in accordance with the Act.

Register means a register of Members kept and maintained in accordance with **clause 7**.

Regulations means any rules, by-laws or regulations made by the Committee under **clause 34**.

Seal means the common Seal of the Club (if any).

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 or duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority 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);

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

(i) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of

representing or reproducing words in a visible form, including messages sent by electronic transmission.

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects. The Objects of the Club are to:

(a) recognise FA as the peak national authority for football in Australia and FNSW as the peak authority for football in New South Wales (NSW) (except for the Northern regions of NSW, the governing body for which is Northern NSW Football Limited).

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

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

(d) affiliate and otherwise liaise with the Association, FNSW and/or FA of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;

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

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

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

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

4. POWERS OF THE CLUB

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

5. MEMBERS

5.1 Members

The Members of the Club shall consist of:

(a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate 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 the right to receive notice of General Meetings but no right to be present and to debate or to vote, at General Meetings.

(i) However, one parent or guardian of each Junior Member shall be deemed a Member with the right to attend, participate and vote at the General Meeting.

5.2 Life Members

(a) The Committee may recommend to the annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member as outlined in Henry Lawson Football Club Regulations

(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:

(a) from the applicant, in writing on the form prescribed from time to time by the Committee (if any), and lodged with the Club; and

(b) accompanied by the appropriate fee (if any).

By applying, an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club (as well as those of the Association, FNSW and FA) including but not only this Constitution.

6.2 Discretion to Accept or Reject Application

(a) The Committee shall consider any application for membership at the next Committee meeting after the receipt of the application in the prescribed form pursuant to **clause 6.1**. At that meeting the Committee may, acting in the best interests of the Club and in good faith, 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 Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register shall be amended by the Club accordingly as soon as practicable to reflect the status of membership.

(c) Where the Committee rejects an application, the Club shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.

(d) There is no right of appeal where the Committee rejects an application for membership, whether a new application or a renewal application.

6.3 Renewal

(a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to re-applications for membership.

(b) Upon re-application, a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

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 persons, prior to the 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 (whether in written or electronic form) in which shall be entered (as a minimum):

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

(b) the category of membership of the Member;

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

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

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

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

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 28.2(b)**. If permitted, only an extract of the Register, excluding the address, email address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

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

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

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

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

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

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

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

(h) neither membership of the Club nor this Constitution gives rise to:

  (i) any proprietary right of Members in, to or over the Club or its property or assets;

  (ii) any automatic right of a Member to renewal of their membership of the Club;

  (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

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

(j) a right, privilege or obligation of a person by reason of their membership of the Club:

  (i) is not capable of being transferred or transmitted to another person; and

  (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

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

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

9.2 Discontinuance for Breach

Notwithstanding anything in the Act or this Constitution:

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

(b) membership shall not be discontinued 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; and

(c) where a Member fails, in the Committee's view, to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended 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 ceased or been discontinued under **clause 9.2** or which has ceased for any other reason:

(a) must seek renewal and re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

10. DISCIPLINARY PROCEEDING

10.1 Disciplinary proceedings

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

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

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

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

10.2 Procedure

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

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

11. SUBSCRIPTIONS AND FEES

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

(b) The Committee is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Committee exercises its power under this **clause 11(b)**.

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

12. EXISTING COMMITTEE MEMBERS

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

13. POWERS OF THE COMMITTEE

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

14. COMPOSITION OF THE COMMITTEE

14.1 Composition of the Committee

The Committee shall comprise up to:

(a) seven (7) Elected Committee Members who must all be Members and who shall be elected under **clause 15**; and

(b) The elected positions shall be

(i) President

(ii) Senior Vice President

(iii) Junior Vice President

(iv) Secretary

(v) Treasurer

(vi) Competition Secretary

(vii) Registrar

14.2 Election and Appointment of Committee Members

(a) The Elected Committee Members shall be elected under **clause 15**.

14.3 Portfolios

The Committee may allocate portfolios and/or titles to Committee Members outside of their elected position. Subject to this Constitution and any properly passed resolution of the Committee, the allocation of portfolios or titles does not affect the powers and duties of Committee Members.

15. COMMITTEE MEMBERS

15.1 Nomination for Committee

(a) Nominations for Elected Committee Member positions shall be called for forty-eight (48) days prior to the annual General Meeting. When calling for nominations, the Committee shall provide:

(i) details of the necessary qualifications and job descriptions for the positions;

Qualifications and job descriptions may be determined by the Committee from time to time.

(b) Nominees for Elected Committee Member positions must declare any position they hold in the Association, FNSW or FA.

15.2 Form of Nomination

Nominations must be:

(a) in writing;

(b) on the prescribed form (if any) provided for that purpose;

(c) signed by two (2) Individual Members;

(d) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and

(e) delivered to the Club not less than thirty-five (35) days before the date fixed for the annual General Meeting.

15.3 Elections

(a) Where only one nomination is received for an elected Committee Member position, the nominee shall be declared elected only if approved by a majority of Members present and entitled to vote.

(b) Where no nomination is received for a position, or the sole nominee is not approved under **clause 15.3 (a),** the position shall be deemed a casual vacancy under **clause 16.1**.

(c) Where more than one nomination is received for a position, voting papers shall be prepared containing the names of the candidates for the position in alphabetical order.

(d) Voting shall be conducted by secret ballot and otherwise in such a manner and by such a method (including electronically) as determined by the Committee from time to time.

15.4 Term of Appointment for Committee Members

(a) Elected Committee Members elected under **clause 15** shall be elected for a term of one (1) year. There is no limit to the number of consecutive terms a Committee Member may serve, subject to re-election in accordance with this Constitution.

(b) Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, Elected Committee Members shall remain in office for a term commencing from the conclusion of the annual General Meeting at which the election occurred until the conclusion of the next annual General Meeting occurring after they were elected.

16. VACANCIES ON THE COMMITTEE

16.1 Casual Vacancies

Any casual vacancy occurring in the position of Committee Member may be filled by the Committee from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the outgoing Committee Member's term under this Constitution.

16.2 Grounds for Termination of Committee Member

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

(a) dies;

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

(c) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated and the Committee reasonably expects the Committee Member will remain Incapacitated for a period exceeding 3 months, provided always that:

(i) the Committee Member is first given the opportunity to make written or oral submissions to the Committee before a determination is made; and

(ii) any determination made under this **clause 16.2** shall be made by the Committee acting reasonably;

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

(e) is absent without the consent of the Committee from meetings of the Committee held during a period of six (6) months;

(f) holds any office of employment with the Club without the approval of the Committee;

(g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;

(h) has a criminal record, criminal charges pending against them or any rulings against them by a professional body or tribunal;

(i) in the reasonable opinion of the Committee (but subject always to this Constitution) has:

(i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;

(ii) brought themselves or the Club into disrepute;

(j) is removed by Special Resolution; or

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

16.3 Committee May Act

If a casual vacancy or vacancies arise in the office of a Committee Member or Committee Members, the Committee may act. If the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee, however, they may act only for the purpose of increasing the number of Committee Members 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 (but shall meet at least six (6) times in each calendar year and at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Committee to be held within a 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 Committee Members shall for all purposes be deemed a determination of the Committee. All Committee Members shall have one (1) vote on any question. Where voting is equal, the President will have the casting vote.

17.3 Resolutions Not in Meeting

(a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution, known as a circular resolution, may consist of several documents in like form each signed by one or more of the Committee Members.

(b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members is not physically present at the meeting, provided that:

(i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

(ii) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee Members are not required to be physically present;

(iii) if a failure in communications prevents **clause 17.3(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause 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; and

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

17.4 Quorum

At meetings of the Committee, the number of Committee Members whose presence is required to constitute a quorum is a majority of Committee Members. A quorum must remain present throughout the meeting.

17.5 Notice of Committee Meetings

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than fourteen (14) days' written notice of the meeting of the Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member not less than four (4) days prior to such meeting.

17.6 President

The President 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 President is not present or is unwilling or unable to preside at a Committee meeting, the remaining Committee Members shall appoint either the Senior or Junior Vice President to preside as chair for that meeting only.

17.7 Committee Members' Interests

(a) A Committee Member is ineligible to hold office and is also disqualified from office by:

(i) holding or assuming any office of profit or position of employment in the Club, in any Member or in any company or incorporated association in which the Club is a shareholder or otherwise interested; or

(ii) contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval of the Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Club, in which any Committee Member is in any way interested, will be voided for such reason.

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

(c) A Committee Member who has an interest in a matter may give the Committee standing notice of the nature and extent of the interest in the matter. The notice may be given at any time and whether or not the matter relates to the affairs of the Club at the time the notice is given.

(d) The secretary shall record in the minutes any declaration made, or any general notice given by a Committee Member under **clauses 17.7(b)** and/or **17.7(c)** and the action decided upon by the Committee in relation to that declaration.

(e) A Committee Member, notwithstanding the interest, may be counted in the quorum present at any meeting, but cannot remain in the meeting whilst the matter in which the Committee Member is interested is being debated and cannot vote in respect of any matter in which the Committee Member is interested. If the Committee Member remains and votes in such matter, the vote shall not be counted.

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. The Committee will determine what powers these special committees are given. In exercising its power under this clause, the Committee should 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 by the Act, any other law or this Constitution.

18.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this **clause18**, 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 **clause17**. 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 as required by the Committee from time to time.

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

The Committee may, by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this **clause18**.

18.7 Delegates to Association

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

18.8 Public Officer

The Committee must appoint a Committee Member to be Public Officer in accordance with the requirements of the Act. The person appointed as Public Officer shall vacate his or her office as the Public Officer in the following circumstances:

(a) if they die;

(b) if they cease to be a Committee Member;

(c) if they resign the office in writing addressed to the Committee;

(d) if they are removed from office by resolution at a General Meeting;

(e) if they are removed from office by resolution of the Committee;

(f) if they become bankrupt, apply to take the benefit of any law for the relief of bankrupt or insolvent debtors, compound with his or her creditors or make an assignment of their remuneration for their benefit;

(g) if they become a mentally incapacitated person; or

(h) if they cease to ordinarily reside in New South Wales.

19. SEAL

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

(b) If the Club has a Seal, it must not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Club's minute book. Two (2) Committee Members must witness every use of the Seal, unless the Committee determines otherwise.

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 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.

21.2 Requisition of Special General Meetings

(a) The secretary will convene a special General Meeting when at least ten per cent (10%) of Members entitled to vote 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 (1) or more of the Members making the requisition.

(c) If the Committee does not cause a special General Meeting to be held one (1) 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.

(e) For the purposes of **clause 21.2**:

(i) a requisition may be in electronic form; and

(ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

22. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Life Member and Individual Member and Junior Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Committee Members shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.

(b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.

(c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

(i) the agenda for the meeting; and

(ii) any notice of motion received from Members entitled to vote.

(d) Notice of every General Meeting shall be given in the manner in **clause36**.

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 Committee Members under this Constitution and, subject to the requirements of the Act, 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. Special business does not need to be passed by Special Resolution unless required by the Act, this Constitution or it is moved as a Special Resolution.

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

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 thirty-five (35) days (excluding the 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 twenty-five (25) Members entitled to vote.

25.2 Chair to Preside

The President 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 chair is a nominee; or

(b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside, the Members present and entitled to vote shall appoint another Committee Member to preside as chair for that meeting only.

25.3 Meetings by telephone or other form of communication

Without limiting the power of the Club to regulate its meetings as it thinks fit, a General Meeting may be held where one or more of the Members is not physically present at the meeting, provided that:

(a) 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;

(b) notice of the meeting is given to all Members entitled to receive notice in accordance with the usual procedures agreed upon or laid down from time by the Club or this Constitution and such notice specifies that Members are not required to be present in person;

(c) if a failure in communications prevents **clause 25.30** from being satisfied by that number of Members which constitutes a quorum, and none of such Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 25.30** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have terminated or adjourned; and

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

25.4 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 chair. 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 chair 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 (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 25.4(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.5 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 chair; or

(b) a simple majority of the Members present and entitled to vote.

25.6 Recording of Determinations

Unless a poll is demanded under **clause 25.5**, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

25.7 Where Poll Demanded

If a poll is duly demanded under **clause 25.5** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

25.8 Procedural irregularities

(a) No decision of the Club, the Committee or any Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

(b) The Club, the Committee or other Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

26. VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

Each Member entitled to vote under **clause 5.1** shall have one (1) vote at General Meetings. Members who are not entitled to vote under **clause 5.1** may exercise only the other rights granted to them under that clause.

26.2 President May Not Exercise Casting Vote

The President shall not have a casting vote.

26.3 Proxy Voting

Proxy voting is not permitted at any General Meeting.

26.4 Postal and Electronic Voting

No motion shall be determined by a postal or electronic ballot unless determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted under procedures determined by the Committee from time to time.

27. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

(i) another Member; or

(ii) the Club.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.

(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 to an independent tribunal established by the Association in accordance with the procedures determined by the Association.

(d) The Committee may prescribe additional grievance procedures in Regulations consistent with this **clause27**.

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

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

28.2 Records Kept in Accordance with the Act

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

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

28.3 Committee to Submit Financial Statements

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

28.4 Financial Statements 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 (3) months after such approval or adoption.

28.5 Financial Statements to be available to Members

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

28.6 Negotiable Instruments

All 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 Committee Members or in such other manner as the Committee determines.

29. AUDITOR

If required by the Act:

(a) a properly qualified auditor or auditors shall be appointed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Committee; and

(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

(a) Income and property of the Club shall be:

(i) derived from such sources; and

(ii) managed in such manner;

as the Committee determines from time to time subject always to the Act and this Constitution.

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

(c) Except as prescribed in this Constitution or the Act:

(i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Committee Member; and

(ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

(d) Nothing in **clauses 30(b)** or **30(c)** shall prevent payment in good faith to any Member for:

(i) any services actually rendered to the Club whether as an employee, Committee Member or otherwise;

(ii) goods supplied to the Club in the ordinary and usual course of operation;

(iii) interest on money borrowed from any Member;

(iv) rent for premises demised or let by any Member to the Club; or

(v) any out-of-pocket expenses incurred by a Member on behalf of the Club;

provided that any such payment shall 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 or its registration cancelled in accordance with the Act.

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

(c) Every Individual Member undertakes to contribute to the assets of the Club if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, 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 or cancelling the registration of the Club, such an amount not exceeding one dollar ($1.00).

32. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the registration 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. Such 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. Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up or cancellation. 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 Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects

and football in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

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 (by whatever name) in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws or regulations are not inconsistent with or have been replaced by this Constitution) shall be deemed to be Regulations and shall continue to apply and be in operation.

34.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Committee from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

35. STATUS AND COMPLIANCE OF CLUB

35.1 Recognition of Club

The Club is a Member of the Association and FNSW and is recognised by those bodies as the entity responsible for the delivery of football in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the Association and FNSW's constitutions.

35.2 Constitution of the Club

This Constitution will clearly reflect the objects of the Association and FNSW and will generally conform to the Constitutions of those bodies, subject always to the Act.

35.3 Association and FNSW

The Club may not resign, disaffiliate or otherwise seek to withdraw from its Association and/or FNSW 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. The notice can be:

(i) sent by pre-paid post to the Member's registered address; or

(ii) sent by facsimile transmission or by electronic mail to the Member's facsimile number or electronic mail address; or

(iii) prominently posted on the Club's website.

(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 electronic mail or by posting on the Club's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

37. 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 Members 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.