St Georges Basin Football Club Inc.
P.O. Box: 80
St Georges Basin NSW 2540

Constitution (2011)

1. The name of the Club is St Georges Basin Football Club Incorporated.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

"Affiliate Member" means an individual who is an coach or other official who is associated with the Club but who is not an Individual Member.

"Annual General Meeting" means the annual general meeting of the Association held in accordance with **clause 22**

"Association" means Shoalhaven District Football Association Inc

"Club" means St Georges Basin Football Club Incorporated.

"Board" means the body consisting of the Directors.

"Club" means the club, which is a Member, or is otherwise affiliated with the Association.

"Constitution" means this Constitution of the Association.

"Delegate" means the person(s) appointed from time to time to act for and on behalf of the Club and to represent the Club at Association General Meetings.

"Director" means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

"Executive Director" means the Executive Director of the Club for the time being appointed under this Constitution. Where the Club does not have an Executive Director, the Club secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the Executive Director under this Constitution.

"Financial year" means the year ending on the next 30th September following incorporation and thereafter a period of 12 months commencing on **1 October and ending on 30 September each year.**

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

"IF" means the International Federation for Football being FIFA.

"Individual Member" means a registered, financial member of a Club or a natural person who is otherwise recognised by the Club as an Individual Member.

"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 Club or any activity of or conducted, promoted or administered by the Club.

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

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

"NSO" means the National Sporting Organisation being Football Federation Australia

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

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

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

"Regulations" means any Regulations made by the Board under **clause 38**

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

"Special General Meeting" means a special general meeting of the Club held in accordance with **clause 23**

"Special Resolution" means a special resolution defined in the Act.

'SSO' means the State Sporting Organisation being Shoalhaven District Football Association Inc., Southern NSW Football T/A Southern Branch & Football NSW

2.2 Interpretation

In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

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

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, 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 Association are to:

(a) Participate as a member of SSO so Football can be conducted, encouraged, promoted, advanced and administered in the Region and New South Wales;

(b) Conduct, encourage, promote, advance and administer Football throughout the Region;

(c) Ensure the maintenance and enhancement of the Club, the SSO, the NSO, the Members and Football, along with its standards, quality and reputation for the benefit of all the Members and Football;

(d) At all times promote mutual trust and confidence between the Club, the SSO, the NSO and the Members in pursuit of these Objects;

(e) At all times act on behalf of, and in the interest of, the Members and Football in the Region;

(f) Promote the economic and community service success, strength and stability of the Club, the Members the Association and Football in the Region;

(g) Affiliate and otherwise liaise with the SSO and adopt its rule and policy framework to further these Objects and Football;

(h) Use and protect the Intellectual Property;

(i) Apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;

(j) Strive for government, commercial and public recognition of the Clun and the Association as the controlling body for Football in the Region;

(k) Abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time The Association SSO,NSO or IF and as may be necessary for the management and control of Football and related activities in the Region;

(l) Advance the operations and activities of the Club and Association throughout the Region;

(m) Further develop Football into an organised institution and with these Objects in view, to foster and promote with the Association and Members football in the region

(n) Review and/or determine any matters relating to Football which may arise, or be referred to the Club, by any its Members;

(o) Recognise all penalties imposed by the Association or SSO,NSO or IF

(p) Act as arbiter (as required) on all matters pertaining to the conduct of Football in the Club, including disciplinary matters pertaining to Members

(q) Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the Club and Football in general;

(r) Adopt and implement such policies as may be developed by NSO or the SSO, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Football;

(s) Represent the interests of the Club, its Members and of Football generally in any appropriate forum in the Region;

(t) Have regard to the public interest in its operations;

(u) Do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;

(v) Promote the health and safety of Members and all other participants in Football in the Region;

(w) Seek and obtain improved facilities for the enjoyment of Football in the Region; and

(x) 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 Categories of 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 at General Meetings, but shall have no voting rights;

(b) Individual Members, Affiliate Members and the Directors who shall have the right to be present at General meetings and shall have a right, to debate and to vote at General Meetings;

(c) The Directors, who shall have the right to be present and to debate at General Meetings, and have a right to vote; and

(d) The Board may establish such new or other categories of Members. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Club in General Meeting.

(e) Application form for individual members Appendix 1

5.2 Life Members

(a) The Board may recommend to the Annual General Meeting that any natural person, who has rendered a minimum of seven (7) years continuous

distinguished service to the Club or Football where such service is deemed to have assisted the advancement of Football be appointed as a Life Member.

(b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board 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. AFFILIATION

6.1 Clubs

(a) To be, or remain, eligible for membership of the Association, must be incorporated or in the process of incorporation. This process must be complete within six months of applying for membership to the Association under this Constitution.

(b) For such time as the Club is not incorporated, the secretary of any such unincorporated Club shall be deemed to be the Member of the Association (on behalf of the unincorporated entity). The secretary shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.

(c) The Board in its sole discretion shall ensure the incorporation process is completed in the given time frame to have the Club incorporated.

(d) Failure to incorporate within the period stated in **clause 6.1(a)** shall result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership of the Association. The expelled unincorporated entity will not be entitled to re-apply for membership until it becomes incorporated.

6.2 Application for Affiliation

An application for affiliation must be:

(a) In writing on the completed form prescribed by the Association and lodged with the Association;

(b) Accompanied by a copy of the Club's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and accompanied by the appropriate fee.

6.3 Discretion to Accept or Reject Application

(a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clauses 6.1** and **6.2** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.

(b) Where the Association accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Executive Director shall amend the Register accordingly as soon as practicable.

(c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected.

6.4 Re-Affiliation

(a) The Club must re-affiliate annually with the Association in accordance with the procedures set down by the Association in Regulations from time to time, and pay the prescribed fee as set down by the Board.

(b) Upon re-affiliation the Club must lodge with the Association an updated copy of its constitution (including all amendments), a copy of the Financial Statement as tabled at the last AGM, and The AGM minutes as well as details of any change in its Delegate and any other information reasonably required by the Association. Each Club must ensure that its constitution is amended to conform to any amendments that the Association, SSO, NSO and IF make to their Constitution. All amendments made to this constitution are to have the Association's approval.

6.5 Deemed Membership

(a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.

(b) Clubs shall provide the Association with any such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.

(c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.5(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 The 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, category of membership and date of entry to membership of each member; and

(c) The full name, residential address and date of entry to membership of each Director and Life Member; and

(d) Where applicable the date of termination of membership of any member,

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

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members who make a 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 constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations and the Association, SSO's and NSO's constitution and 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 Board or other entity with delegated authority;

(c) By submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association, SSO and NSO;

(d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football in the Region; 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 having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one months' notice in writing to the Club of such resignation or withdrawal.

(b) The Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.

(c) If a Club ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.

(d) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a)** and **(b)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

9.2 Discontinuance for breach

(a) Membership of the Association may be discontinued by the Association Board 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 Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.

(b) TheAssociation Board under clause 9.2(a) shall not discontinue membership without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

(c) Where a Member fails, in the Board's view to adequately explain the breach, the Club given written notice of the discontinuance to the Member shall discontinue the Member's membership under clause 9.2(a). The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.3 Discontinuance for failure to re-affiliate

The Association Board may discontinue membership of the Club if the Member has not re-affiliated with the Club within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.4 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

(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 Board.

9.5 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. Where a Club ceases to be a Member of the Association it shall also forfeit all representation rights on the Board and at General Meetings.

9.6 Delegate Position Lapses

The position of Delegate shall lapse immediately on cessation of membership of the Club.

9.7 Membership may be Reinstated

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

9.8 Refund of Membership Fees

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

10. DISCIPLINE

(a) Where the Club Board is advised or considers that a Member has allegedly:

(i) Breached, failed, refused or neglected to comply with a provision of this Constitution, or regulations or any resolution or determination of the Board or any duly authorised committee; or

(ii) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club, or

(iii) Brought the Club, or any other Member into disrepute;

The Board may commence or cause to be commenced, disciplinary proceedings against that Member, and 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.

(b) The Board 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 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 Association, the time for and manner of payment, shall be as determined by the Board.

Annual membership fee has been determined to be $1.00 and shall be paid in cash into the canteen register latest by the end of the clubs financial year on 30 September each year.

12. EXISTING DIRECTORS

(a) The members of the Board 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 Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

(b) The person known and appointed to the position of Executive Director (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Club shall be managed **by the Board** and the Board shall exercise the powers of the Club. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the Association.

14 COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise:

(a) Five (**5**) elected Directors;

who must all be Individual Members and who shall be elected under **clause 15**; and

(b) up to two (2) appointed Directors;

who need not be Individual Members and who may be appointed by the Directors in accordance with **clause 16.**

A Director cannot also be a Delegate.

14.2 Election and Appointment of Directors

(a) The elected Directors shall be elected under **clause 15**.

(b) The appointed Directors may be appointed under **clause 16**.

14.3 Portfolios

The Board may allocate portfolios and/or titles to Directors.

15. ELECTED DIRECTORS

15.1 Nominations

(a) Nominations for elected Director positions shall be called for twenty-one (21) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Job descriptions shall be as determined by the Board from time to time.

(b) Nominees for elected Director positions must declare any position they hold in the Association or as a full time employee of the Club or Association

15.2 Form of Nomination

Nominations must be:

(a) In writing;

(b) On the prescribed form provided for that purpose;

(e) Signed by an authorised representative from two (2) Members of the Club;

(f) Certified by the nominee expressing his willingness to accept the position for which he is nominated; and

(g) Delivered to the Club not less than seven (7) days before the date fixed for the Annual General Meeting.

15.3 Elections

(a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.

(b) If there are insufficient nominations received to fill all vacancies on the Board, 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**.

(c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.

(d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

15.4 Term of Appointment for Elected Directors

(a) Directors elected under this **clause 15** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to earlier retirement or

removal of Directors, elected Directors 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 following.

16. APPOINTED DIRECTORS

16.1 Appointment of Directors

The elected Directors may appoint up to two (2) appointed Directors.

16.2 Qualifications for Appointed Directors

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members but must be natural persons. Appointed Directors cannot also be a Delegate.

16.3 Term of Appointment for Appointed Directors

(a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of one (1) year, which shall commence from the first Board meeting after the Annual General Meeting until after the conclusion of the next Annual General Meeting following.

17. VACANCIES On the board

17.1 Casual Vacancies

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

17.2 Grounds for Termination of Director

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

(a) Dies;

(b) Becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;

(d) Resigns his office in writing to the Association;

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

(f) holds any office of employment with the Association;

(g) Is directly or indirectly interested in any contract or proposed contract with the Association fails to declare the nature of his interest;

(h) In the opinion of the Board (but subject always to this Constitution):

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

(i) Has brought the Club into disrepute;

(ii) Is removed by Special Resolution; or

(iii) Would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

17.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

18. MEETINGS OF THE BOARD

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

18.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

18.3 Resolutions not in Meeting

(a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other 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 (1) or more of the Directors.

(b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:

(c) 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;

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

(e) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that 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 (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

(f) Any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director 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 of the Board the number of Directors whose presence is required to constitute a quorum half the number of members

18.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than 48 hours prior to such meeting.

18.6 Chairperson

The chairperson shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.7 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the Club. Any such contract or any contract or arrangement entered into by or on behalf of the Club in which any Director is in any way interested will be void unless approved by the Board.

18.8 Conflict of Interest

A Director shall declare his interest in any:

(a) contractual matter;

(b) selection matter;

(c) disciplinary matter; or

(d) financial matter;

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

18.9 Disclosure of Interests

(a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director 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 Board held after the Director becomes so interested.

(b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

18.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

18.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 18.8**, **18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting.

19. Executive Director.

19.1 Appointment of Executive Director

An Executive Director may be appointed by the Board for such term and on such conditions as the Board thinks fit.

19.2 Executive Director to act as Secretary and Public Officer

The Executive Director (or a Director as determined by the Board) shall act as and carry out the duties of Secretary and Public Officer of the Club The Executive Officer shall administer and manage the Club in accordance with the Act and this Constitution.

19.3 Specific Duties

The Executive Director shall:

(a) As far as practicable attend all Board meetings and all General Meetings;

(b) Prepare the agenda for all Board and General Meetings;

(c) Oversee and ensure the recording and preparation of minutes of the proceedings of all Board meetings and General meetings, and shall use his/her best endeavours to distribute those minutes to Clubs promptly from the date of the meeting; and

(d) Regularly report on the activities of, and issues relating to, the Association.

19.4 Board Power to Manage

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the Executive Director has power to perform all such things as appear necessary or desirable for the proper management and administration of the Club. No resolution passed by the Club in General Meeting shall invalidate any prior act of the Executive Director or the Board, which would have been valid, if that resolution had not been passed.

19.5 Executive Director may employ

The Executive Director may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Executive Director determines.

20. DELEGATIONS

20.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause the Board must take into account broad stakeholder involvement

20.2 Delegation by Instrument

The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

(a) This power of delegation; and

(b) A function imposed on the Board or the Executive Director by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

20.3 Delegated Function Exercised in Accordance With Terms

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

20.4 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 Board under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

20.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

20.6 Revocation of Delegation

The Board may by instrument in writing; at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

21. SEAL

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

(b) The Seal must 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 (2) Directors must witness the affixing of the Seal, unless the Board determines otherwise.

22. ANNUAL GENERAL MEETING

(a) An Annual General Meeting of the Club shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board, and prior to the Association's AGM.

(b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

23. SPECIAL GENERAL MEETINGS

23.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of the Club and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

23.2 Requisition of Special General Meetings

(a) The Executive Director shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.

(b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Club and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

(c) If the Executive Director does not cause a Special General Meeting to be held within one (1) month after the date on 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 not later than 0ne (1) month after that date.

(d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which the Board convenes meetings.

24. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Executive Director or and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address by electronically, Post or word of mouth. 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 and day and hour of 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 24**.

25. BUSINESS

(a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.

(b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(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.

26. 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 Executive Director not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 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 1% of Members..

27.2 Chairperson to preside

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

(a) In relation to any election for which the chairperson is a nominee; or

(b) Where a conflict of interest exists.

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

27.3 Adjournment of Meeting

(a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from 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 but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

(d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

27.4 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 Delegates on behalf of their Members.

27.5 Recording of Determinations

Unless a poll is demanded under **clause 27.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

27.6 Where Poll Demanded

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

28. VOTING AT GENERAL MEETINGS

28.1 Members Entitled to Vote

Each Member shall be entitled to one (1) vote at General Meetings, which, subject to this clause shall be exercised.

28.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal the chairperson may exercise a casting vote by casting his vote in the negative. If the chairperson does not exercise a casting vote the motion will be lost.

28.3 Postal Voting

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

29. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:

(i) Another Member; or

(ii) The Club.

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

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the Association in accordance with the procedures determined by the Association from time to time.

(d) The Board may prescribe additional grievance procedures in Regulations consistent with this **Rule 31**.

30. RECORDS AND ACCOUNTS

30.1 Records

The Club shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board or General Meeting.

30.2 Records Kept in Accordance with Act

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

30.3 Club to Retain Records

The Club shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

30.4 Board to Submit Accounts

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

30.5 Accounts Conclusive

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

30.6 Accounts to be Sent to Members

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

30.7 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors.

31. AUDITOR

(a) The Club in General Meeting shall appoint a properly qualified auditor or auditors. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The Club in General Meeting may remove the auditor.

(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.

32. INCOME

32.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.

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

32.3 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; and

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

32.4 Nothing in **clauses 32.2** or **32.3** shall prevent payment in good faith of or to any Member 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;

(e) any out-of-pocket expenses incurred by the 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.

33 WINDING UP

(a) Subject to this Constitution the Association may be wound up in accordance with the Act.

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

(c) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar ($1.00).

34. 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, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to the Association or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

35. ALTERATION OF CONSTITUTION

This Constitution can only be altered by Special Resolution.

36 REGULATIONS

36.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, of the Association, Southern NSW Football, FNSW's and FFA's constitutions, and any regulations made by the Association, Southern NSW Football, FNSW or FFA and any policy directives of the Board.

36.2 Regulations Binding

All Regulations are binding on the Club and all its Members.

36.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Club and the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

36.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to the Association and the Club's Members by means of bulletins approved by the Board and prepared and issued by the Executive Director. The Club shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

37. STATUS AND COMPLIANCE OF CLUB

37.1 Compliance of Club

The Members acknowledge and agree the Club shall:

(a) Be or remain incorporated in New South Wales;

(b) Apply its property and capacity solely in pursuit of the Objects and Football;

(c) Do all that is reasonably necessary to enable the Objects to be achieved;

(d) Act in good faith and loyalty to ensure the maintenance and enhancement of Football, its standards, quality and reputation for the benefit of the Members and Football;

(e) At all times act in the interests of the Members and Football;

(f) Not resign, disaffiliate or otherwise seek to withdraw from SSO without approval by Special Resolution; and

(g) Abide by the SSO's and NSO's constitutions and the rules of Football.

37.2 Operation of Constitution

The Association and the Members acknowledge and agree:

(a) That they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Football are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and

(b) To ensure the maintenance and enhancement of Football, its standards, quality and reputation for the benefit of the Members and Football;

(c) Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Football and its maintenance and enhancement;

(d) To promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;

(e) To act in the interests of Football and the Members;

(f) That should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

38. ASSOCIATION'S CONSTITUTION

38.1 Constitution of the Association

This Constitution will clearly reflect the objects of the SSO and will conform to the SSO's constitution, subject always to the Act.

38.2 Operation of NSO constitution

(a) The Association will take all reasonable steps to ensure this Constitution conforms to the SSO constitution subject always to the Act.

(b) The Association shall provide to SSO a copy of this Constitution and all amendments to this document. The Association acknowledges and agrees that the SSO has power to veto any provision in its Constitution, which, in SSO's opinion, is contrary to the objects of SSO.

38.3 Register

The Cllub shall maintain, in a form acceptable to SSO but otherwise in accordance with the Act, a Register of all Clubs and if appropriate all Individual Members.

39 COMPLIANCE OF THE CLUB

39.1 Compliance

The Club acknowledge and agree that they shall:

(a) Be or remain incorporated in New South Wales;

(b) Nominate a Delegate annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;

(c) Provide the Association with copies of their audited accounts, annual financial reports ,Annual Return to Department of Fair Trading, and other associated documents as required, as soon as practicable, following the Club's Annual General Meeting.

(d) Recognise the Association as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football;

(e) Adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or the SSO from time to time; and

(f) Have regard to the Objects in any matter of the Club pertaining to Football.

39.2 Club Constitutions

(a) The Clubs' constituent documents will clearly reflect the Objects and will conform to this Constitution.

(b) Club will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.

(c) Club shall provide to the Association a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Association has power to veto any provision in a Club constitution, which, in the Association's opinion, is contrary to the Objects.

(d) The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football in Australia.

39.3 Register

Club shall maintain, in a form acceptable to the Association, a Register of all Members of the Club. Each Club shall provide a copy of the Register at a time and in a form acceptable to the Association, and shall provide regular updates of the Register to the Association.

40 NOTICE

(a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's Registered address or facsimile number or electronic mail

address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

41 PATRONS AND VICE PATRONS

The Club at its Annual General Meeting may appoint annually on the recommendation of the Board a chief patron and such number of patrons, as it considers necessary, subject to approval of that person or persons.

42 INDEMNITY

(a) Every Director and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director 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 Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and

(ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.