



**PAGEDWOOD BOTANY
FOOTBALL CLUB INC.**

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

PAGEWOOD BOTANY FOOTBALL CLUB INCORPORATED

1. NAME OF CLUB

The name of the Club is Pagewood Botany Football Club Incorporated (“**PBFC**” or “**the 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 the Eastern Suburbs Football Association.

‘**Board**’ means the body managing the Club and consisting of the directors.

‘**Constitution**’ means this Constitution of this Club.

‘**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.

‘**Expulsion Ground**’ exists for a Member if:

- a) The Member breaches:
 - i. The Constitution, bylaws or Regulations;
- b) The Member wilfully disobeys the rules or instructions of the Club or permits or counsels any Club or individual under its jurisdiction or control to do so;
- c) The Member engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Club, its character or interests or the sport of football generally;
- d) The Member brings the sport of football into disrepute; or
- e) The Member is not a fit and proper person or entity to be a Member of the Club.

‘**FFA**’ means the Football Federation of Australia, Australia’s football governing body.

‘**FIFA**’ means the Federation Internationale de Football Association, the world football governing body.

‘**FNSW**’ means Football New South Wales, the New South Wales state governing body.

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

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

‘Intellectual Property’ means all rights subsisting in copyright, business names, 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 in New South Wales.

‘Junior Member’ means a 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 0**.

‘Local Area’ means the geographical area of the Sydney eastern suburbs for which the Association is responsible as recognised by 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 0**.

“Regulations” means such regulation or regulations as are created in accordance with **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 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 Club are to:

- a) conduct, encourage, promote, advance, control and administer football for members and anyone associated with its members.
- b) act, at all times, on behalf of and in the interest of the Members .
- c) affiliate and otherwise liaise with the Association, FNSW and FFA and adopt their rule and policy frameworks when the club considers it to further these Objects;
- d) abide by whenever the club considers is appropriate, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FFA or FNSW and as may be necessary for the management and control of football and related activities in New South Wales and Australia;
- e) advance the operations and activities of the Club throughout the entire community
- f) have regard to the public interest in its operations; and
- g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

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

5 MEMBERS

5.1 Members

The Members of the Club shall consist of:

- a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- b) Individual Members as defined in clause 5.3, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

5.2 Life Members

- a) The Board may recommend to the annual general meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- b) A resolution of the annual general meeting to confer life membership (subject to **clause 0(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.

5.3 Individual Members

- a) Committee member of any standing committee representing PBFC;
- b) Registered Coach of any PBFC team;
- c) Manager of any PBFC team;
- d) RTO; and/or
- e) Player of any PBFC team over the age of 18 years.

6 MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- a) in the manner prescribed from time to time by the Board.
- b) pay the appropriate fee as determined by the Board.

6.2 Discretion to Accept or Reject Application

- a) The Board shall consider any application for membership and decide whether to accept or reject the application.
- b) Where the Club accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended by the Club accordingly as soon as practicable to reflect the status of membership.
- c) Where the Board rejects an application the Club shall refund any fees forwarded with the application and the application shall be deemed rejected.
- d) Any decision and the process of making a decision, by the Board in granting or declining an application for membership under this **clause 6.2** are final. There is no right of appeal from any application to the Board for membership of the Club as a Member.

6.3 Renewal

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

6.4 Deemed Membership and Life Membership

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.

All persons who are, prior to the approval of this Constitution under the Act, Life Members of the Club shall be deemed Life Members from the time of approval of this Constitution under the Act.

7 REGISTER OF MEMBERS

7.1 Club to Keep Register

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

- a) the full name, address and date of entry of each Member; and
- b) where applicable, the date of termination of membership of any Member.

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

7.2 Inspection of Register

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

7.3 Use of Register

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

8 EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- a) They are bound by this Constitution and the Regulations.
- b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club,
- d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football; and
- e) The liability of a member to contribute towards the debts and liabilities of the club or the costs, charges and expenses of winding up the club is limited to the amounts, if any, unpaid by the member in respect of membership, registration, affiliation, administration, grounds or referees fees.
- f) Where a dispute between members arises the matter shall be determined by the Board.

9 DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- b) Once the Club receives a notice of resignation of membership given under **clause 0a**), it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for Breach

- a) The Board may consider whether to expel or suspend a Member if:
 - (i) a person makes a complaint to the Board or the Club to the effect that an Expulsion Ground exists for the Member; or
 - (ii) the Board considers, on its own discretion, that there is an arguable case that an Expulsion Ground exists for the Member.
- b) if the Board proposes to consider whether to expel or suspend a Member, the Board will refer evidence of the Expulsion Ground to an independent tribunal or committee established in accordance with the Regulations.
- c) in addition to any other requirement set out in the Regulations, a Member given notice under **clause 9.2(c)** may:
 - (i) give the tribunal or committee written submissions;
 - (ii) attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer); or
 - (iii) do both.
- d) At the hearing the tribunal or committee:
 - (i) must consider any submissions made under **clause 9.2(d)**; and
 - (ii) is not bound by the rules of evidence; and
 - (iii) may resolve to:
 - (A) expel the Member from the Club; or
 - (B) suspend the Member for a specified period and on terms and conditions it deems fit.
- e) The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.
- f) A Member or the Club may, within 7 days after being given notice of the decision to expel or suspend its membership pursuant to **clause 9.2(e)**, give notice to the General Manager or Secretary appealing the decision.
- g) The process for an appeal of the decision must be conducted in accordance with the Regulations or as directed by the Board. The members of the appeals committee or tribunal must be independent of the parties and the decision made by the appeals tribunal or committee is final and not appealable.

- h) A decision by an appeals tribunal or committee formed under **clause 9.2(g)** will be final and not appealable.
- i) For the avoidance of doubt, a party to a decision made under this **clause 9.2** shall not be entitled to raise a grievance or dispute under **clause 27** at any point. The grievance procedures set out in **clause 27** is a separate process and cannot be used in conjunction with any matter or decision made under this **clause 9.2**.

9.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 0 or 0**:

- 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.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 0** may be reinstated at the discretion of the Board, 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 SUBSCRIPTIONS, REGISTRATIONS AND FEES

- a) The annual membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the Board;
- b) The Board shall determine the necessary fees for registration and/or affiliation annually. The Board may refuse or cancel registration and/or affiliation at their discretion on non-payment of fees.
- c) The Board shall determine the necessary fees for administration, grounds and referees annually. The Board may refuse or cancel registration and/or affiliation at their discretion on non-payment of fees.

11 EXISTING DIRECTORS

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 Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

12 POWERS OF THE BOARD

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 Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members. The board may set up committees from time to time which may carry out functions on the boards behalf in such a manner as the Board shall determine.

13 COMPOSITION OF THE BOARD

13.1 Composition of the Board

- a) The Board shall comprise the following positions:
 - (i) The President,
 - (ii) Vice President,
 - (iii) Secretary,
 - (iv) Treasurer and
 - (v) 3 Directors.

13.2 Duties and Functions of the various positions on the Board

(i) President

- a) The President shall chair the Annual General Meeting, any general meeting and any meeting of the Executive Committee and shall conduct such meetings in accordance with the rules of the club and the Law of General Meeting Procedure.
- b) The President shall have a deliberative vote and a casting vote when the voting is equal.
- c) The President shall be an ex officio member of any committee appointed by the Executive and also be an ex officio member of the Senior and Junior Committees.
- d) The President shall be empowered when he/she considers it to be urgent to make any decision on behalf of the Executive provided these decisions are submitted to the next meeting of the Executive for concurrence.
- e) The major role and responsibility of the President is to ensure that the club is run effectively and that they oversee the running of the club.
- f) The President should be visible and accessible to all committee and members for advice and guidance.
- g) The President should be responsible for maintaining the image of club at all times.
- h) The President will be responsible for football development activities for juniors. (special programs)
- i) The President will be the main focal point for liaison with local council unless delegated.

(ii) Vice President

- a) The Vice President in the absence of the President at any meeting shall act as Chairman and adopt voting rights as such.
- b) When not acting as Chairman at meetings the Vice President shall have a deliberate vote.

(iii) Secretary

- a) The Secretary shall be generally responsible for the day-to-day administration of the club and shall be responsible for controlling and directing the staff of the club.
- b) The Secretary shall attend all meetings of the Executive, Senior and Junior Committees and prepare official minutes of those meetings.
- c) The Secretary shall ensure where possible that the official minutes of the Senior and Junior Committees are distributed to relevant affiliated clubs within seven days after the relevant meetings.
- d) The Secretary shall hold the Common Seal.
- e) The Secretary shall attend to all correspondence.
- f) The Secretary shall pay to the Treasurer all monies received after giving an interim receipt for such money.
- g) The Secretary shall prepare an annual report for submission to the Annual General Meeting.
- h) The Secretary shall undertake any other such duties found necessary in carrying out the above functions or attend to any other duties allocated to him/her by the Executive.
- i) The Secretary may delegate responsibilities as required to an employee of the club with the approval of the Executive.

(iv) Treasurer

- a) The Treasurer shall receive all monies from whatever source and properly account and bank all such money in the club's bank accounts.
- b) The Treasurer shall have charge of the bank books, pay all accounts authorised by the Executive to be paid and maintain separate books of accounts in the way in which the Executive determine.
- c) The Treasurer is required to present financial accounts to indicate expenditure and revenue of the club's activities to the Annual General Meeting, general meetings and to the Executive, Senior and Junior Committee if requested by them.
- d) The Treasurer is to prepare a financial statement and have the same audited for the Annual General Meeting covering the receipts and expenditures since the previous Annual General Meeting.

14 ELECTED DIRECTORS

14.1 Nomination for Board

- a) Nominations for positions on the Board shall be in accordance with clause 20 and subject to the form of nomination set out in clause 14.2.
- b) Nominees for elected positions on the Board must declare any position they hold in the Association, FNSW or FFA.

14.2 Form of Nomination

Nominations must be:

- a) in writing;
- b) signed by two Individual Members;
- c) certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- d) delivered to the Returning Officer not less than 14 days before the date fixed for the annual general meeting.

14.3 Elections

The manner of the elections for the positions on the Board are set out in clause 20.

14.4 Term of Appointment for Directors

Directors elected under **clause 20** shall be elected for a term of one year. Subject to provisions in this Constitution relating to early 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 following annual general meeting.

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16 VACANCIES ON THE BOARD

16.1 Casual Vacancies

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

16.2 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 any way under the law relating to mental health
- d) resigns his office in writing to the Club
- e) is absent without the consent of the Board from meetings of the Board held during a period of six months

- f) holds any office of employment with the Club without the approval of the Board
- g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest
- h) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
 - (ii) has brought the Club into disrepute
- i) is removed by Special Resolution; or
- j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

16.3 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. However, 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 Director to a number sufficient to constitute a quorum.

17 MEETINGS OF THE BOARD

17.1 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). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within reasonable time.

17.2 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 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.

17.3 Resolutions Not in Meeting

- a) A resolution in writing that has been 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 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 or more of the directors 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 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. The notice will specify that directors are not required to be present in person.
- (iii) If a failure in communications prevents **clause 17.3b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 17.3b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- (iv) Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is there present. 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.

17.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four (4).

17.5 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 fourteen (14) 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 four (4) days prior to such meeting.

17.6 Chairperson

The director elected as President 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.

17.7 Conflict of Interest

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Board, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the director casts a vote, 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. If this is not possible, the matter shall be adjourned or deferred.

17.8 Disclosure of Interests

- a) The nature of the interest of a director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. 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 interested.
- b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

17.9 General Disclosure

A general notice stating that a director is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 0**. After the distribution of the general notice, it is not necessary for the director to give a special notice regarding any particular transaction with that firm or company.

17.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 17.7, 0 and/or 0** must be recorded in the minutes of the relevant meeting.

18 DELEGATIONS

18.1 Board May Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions including those Committees set out in this clause.

The Board will determine what powers these committees are given other than the Committees set out in clause 18 which shall have the powers set out therein. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

18.2 Delegation by Instrument

In the establishing instrument, the Board may 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 officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

18.3 Delegated Function Exercised in Accordance with Terms

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

18.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 0**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

18.5 Delegation May Be Conditional

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

18.6 Revocation of Delegation

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

19 SEAL

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

20 ANNUAL GENERAL MEETING

20.1 The Annual General Meeting of the Club shall be held no later than the 20th day of December each year and 28 days' notice shall be given to all officials and affiliated clubs.

20.2 Quorum

A quorum for the Annual General Meeting shall consist of a number equal to no less than 25 members of the club.

20.3 Voting

Each member shall be entitled to having one vote. Retiring Club Executive Committee members and life members shall also be entitled to one vote.

20.4 Order of business

The order of business at the Annual General Meeting shall be-

- a) The reading and adoption of the Minutes of the previous Annual General Meeting;
- b) Consideration and adoption of the Annual Reports and Financial Statements;
- c) The handing over of the Chair to a Returning Officer previously appointed by the Board to carry out that function should a ballot be required;
- d) Consideration of any motion of which due notice has been given.

20.5 Method of election

- a) The Board shall appoint a person to act as Returning Officer prior to the calling of nominations for Directors;

- b) The Secretary shall notify all members and other persons entitled to vote at the Annual General Meeting at least four weeks prior to the date of the meeting and shall call for nominations for all Board positions. Such nominations are to be lodged with the Returning Officer at least 14 days prior to the date for the Annual General Meeting.
- c) The method of election is that each position on the Board is to be the subject to a separate vote. The order of any election if required is to be in accordance with the order of the positions as set out in clause 13.1(b).
- d) If there is only one nomination for any position on the Board then the Returning Officer shall declare that person elected. If there is more than one nomination for any position a secret ballot for that position will be conducted at the Annual General Meeting.

20.6 Unfinancial members

No affiliated member that owes money to the club in respect of membership or other fees shall be entitled to have a vote at the Annual General Meeting.

21 SPECIAL GENERAL MEETINGS

21.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between annual general meetings, the Board 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 five per cent of Members submit a requisition in writing.
- b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- c) If the Board does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.
- d) A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

22 NOTICE OF GENERAL MEETING

- a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. 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 authorised in **clause 35**.

23 BUSINESS

- a) The business to be transacted at the annual general meeting is as set out in **clause 20.4**.
- 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 0a**), shall be special business.
- c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

24 NOTICES OF MOTION

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

25 PROCEEDINGS AT GENERAL MEETINGS

25.1 Quorum

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

25.2 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 directors present shall appoint another director to preside as chairperson for that meeting only.

25.3 Adjournment of Meeting

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

- d) Except as provided in **clause 0c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Voting Procedure

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

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

25.5 Recording of Determinations

Unless a poll is demanded under **clause 0**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 0** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

26 VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

Each Individual Member and Life Member shall be entitled to one vote at General Meetings. No other types of Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 0**.

26.2 Chairperson May Exercise Casting Vote

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

26.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

26.4 Postal Voting

No motion shall be determined by a postal ballot 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.

27 GRIEVANCE PROCEDURE

- a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - (i) another Member; or
 - (ii) the Club.

- b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen 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 Board in accordance with the procedures determined by the Board from time to time.
- d) The Board may prescribe additional grievance procedures in the Regulations consistent with this clause.

28 RECORDS AND ACCOUNTS

28.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or general meeting.

28.2 Records Kept in Accordance with the Act

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

28.3 Board to Submit Accounts

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

28.4 Accounts Conclusive

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

28.5 Accounts to be Sent to Members

The Secretary shall 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).

28.6 Negotiable Instruments

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

29 AUDITOR

- a) A properly qualified auditor or auditors shall be appointed by the Club in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a general meeting.

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

30 INCOME

- 30.1** Income and property of the Club shall be derived from such sources as the Board determines from time to time.
- 30.2** The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 30.3** Except as prescribed in this Constitution or the Act:
 - a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
 - b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- 30.4** Payment in good faith of or to any Member can be made for:
 - a) any services actually rendered to the Club whether as an employee, director or otherwise
 - b) goods supplied to the Club in the ordinary and usual course of operation
 - c) interest on money borrowed from any Member
 - d) rent for premises demised or let by any Member to the Club; or
 - e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 0 or 0** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

31 WINDING UP

- a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- b) The liability of the Members of the Club is limited.
- c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

32 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least

as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

33 ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

34 REGULATIONS

34.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and football in the Local Area. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

34.2 Regulations Binding

All Regulations are binding on the Club and all Members.

34.3 Regulations Deemed Applicable

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

34.4 Bulletins Binding on Members

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

35 NOTICE

- a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded 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 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.

36 INDEMNITY

- a) Every director 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 director 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 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 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.

37 EMPLOYEES

The Board may enter into contracts of service or for services for any football services or any associated services to further the Objectives of the Club.