

Albury Wodonga Football Association  
Incorporated



Constitution

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## FOREWORD

This Constitution has been based on the “*Model Sport Club Constitution - May 2009*” prepared by Lander & Rogers Lawyers, Level 5, 123 Pitt Street Sydney for NSW Sport and Recreation as a guide for Sport clubs in the community to upgrade their existing constitutions.

The *model* assumes that the club being formed will either be directly affiliated with the state peak body for that particular sport, or that the club will participate with a regional sport association, which in turn is affiliated with the state body.

The model constitution template has been used as far as possible although it does include some existing clauses from AWFA’s current constitution and associated regulations at the time this constitution was being drafted.

Throughout the Constitution various clauses refer to the Regulations, or there are Regulations associated with various clauses of this Constitution. Wherever this occurs, the symbol ® is inserted in the title of the clause.

## 1 NAME OF ASSOCIATION

The name of the Association is Albury Wodonga Football Association Incorporated.

## 2 DEFINITIONS AND INTERPRETATION

### 2.1 DEFINITIONS

In this Constitution unless the contrary intention appears:

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

“**Associate Club**” means a club association or body associated with football and endorsed by the Association as an affiliate.

“**Associate Member**” means an individual who is a member of an Associate Club.

“**Annual General Meeting**” means the annual general meeting of the Association held in accordance with **clause 21**.

“**Association**” means Albury Wodonga Football Association Incorporated.

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

“**Delegate**” means the person(s) appointed from time to time to act for and on behalf of a Club and to represent such Club at meetings of the Association and must be 18 years or older.

“**Executive**” means the body consisting of Executive Members of the Association in accordance with **clauses 15, 16 and 17**.

“**Executive Officer**” means the Executive Officer of the Association for the time being appointed under this Constitution. Where the Association does not have an Executive Officer, the Association Secretary will, subject to confirmation by the Executive, assume the functions of the Executive Officer under this Constitution.

“**Executive Member**” means a member of the Executive 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.

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

“**FFV**” means Football Federation Victoria being the recognised State Sporting Organisation in the State of Victoria.

“**FIFA**” means the International Federation de Football Association being the recognised International Sporting Association.

“**Financial Year**” means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 November and ending on 31 October each year.

“**FNSW**” means Football NSW being the recognised State Sporting Organisation in the state of New South Wales.

“**Individual Member**” means a registered, financial member of a Club and the Association or a natural person who is at least 18 years of age and who is otherwise recognised by the Association 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 Association or any activity of or conducted, promoted or administered by the Association in the Region.

“**Junior Member**” means a member, aged less than 18 years of age, for the time being of the Association under **clause 5**.

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

“**Management Committee**” means the body consisting of club delegates and the Executive under **clause 18**.

“**Meeting**” means a convened meeting of the Association in accordance with this Constitution and the Regulations and includes the Annual General Meeting, a General Management Committee Meeting, a Special General Meeting or an Executive Meeting.

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

“**Member Club**” means a club in accordance with the Regulations, which is a Member, or is otherwise affiliated with the Association.

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

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

“**@**” indicates that there is a Regulation associated with this clause of the Constitution.

“**Region**” means the geographical area for which the Association is responsible and as recognised by FNSW.

“**Register**” means a register of Member Clubs, Executive Members and Life Members kept and maintained in accordance with **clause 7**

“**Regulations**” means any Regulations made by the Management Committee under **clause 36**.



“**Seal**” means the common seal of the Association (if any).

“**Special General Meeting**” means a special general meeting of the Association held in accordance with **clause 22**.

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

## **2.2 INTERPRETATION**

In this Constitution:

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

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing any gender include the other genders;
- (iii) references to persons include corporations and bodies politic;
- (iv) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (v) 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
- (vi) 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 ASSOCIATION**

The Association is established solely for the Objects.

The Objects of the Association are to:

- (a) Participate as a member of FNSW 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 Association, FNSW, FFV, FFA, the Members and Football, along with its standards, quality and reputation for the benefit of the Members and Football;
- (d) At all times promote mutual trust and confidence between the Association, FNSW, FFV, FFA 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 Association, the Members and Football in the Region;
- (g) Affiliate and otherwise liaise with FNSW and adopt its rule and policy framework to further these Objects and Football;
- (h) Use and protect its Intellectual Property;
- (i) Apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (j) Strive for government, commercial and public recognition of the Association as the controlling body for Football in the Region;
- (k) Abide by, disseminate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by FNSW or FFA or FIFA 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 Association throughout the Region;
- (m) Further develop Football into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (n) Review and/or determine any matters relating to Football which may arise, or be referred to it, by any Member;
- (o) Recognise any penalty imposed by any Member;
- (p) Act as arbiter (as required) on all matters pertaining to the conduct of Football in the Region, including disciplinary matters;

- (q) Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Football in the Region;
- (r) Adopt and implement such policies as may be developed by FFA or FNSW, 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 its Members and of Football generally in any appropriate forum in the Region;
- (t) Have regard to the public interest in the Association's 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 ASSOCIATION**

Solely for furthering the Objects, the Association 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 Association shall consist of:

- (a) Member Clubs, who subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of meetings and to be present, debate and vote on behalf of the Club at such meetings;
- (b) Associate Clubs, who subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of meetings and to be present and to debate at such meetings, but shall have no voting rights;
- (c) Life Members, who subject to this Constitution, shall have the right to receive notice of meetings and to be present and to debate at such meetings, but shall have no voting rights except at the Annual General Meeting or Special General Meetings;

- (d) Individual Members, who subject to this Constitution, shall have the right to be present at meetings but shall have no rights to debate or to vote at such meetings unless they are there as a Member Club Delegate;
- (e) Junior Members, who subject to this constitution, shall have the right to be present at meetings but shall have no rights to debate or vote at such meetings;
- (f) Associate Members, who subject to this Constitution, shall have the right to be present at meetings but shall have no rights to debate or to vote at such meetings unless they are there as the Associate Club Delegate;
- (g) Executive Members, who subject to this Constitution, shall have the right to receive notice of meetings and to be present and debate at such meetings. Their voting rights are dependent upon the type of meeting; see **clauses 19.2, 20.2(b), 21.4 and 22.6**

The Executive or the Management Committee may recommend the establishment of such new or other categories of Members. Any new category of Member established cannot be granted voting rights except at an Annual General Meeting or a Special General Meeting.

## **5.2 LIFE MEMBERS ®**

- (a) The Executive may recommend to the Annual General Meeting that any natural person, who has rendered distinguished service to the Association of Football where such service is deemed to have assisted the advancement of Football in the Region, 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 Executive must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

## **6 MEMBERSHIP AND AFFILIATION**

### **6.1 CLUBS**

- (a) To be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership 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 (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 Executive in its sole discretion shall resolve any dispute or uncertainty as to the application of this Constitution to an unincorporated Club.
- (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. The expelled unincorporated entity shall 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 form prescribed from time to time by the Executive (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) Accompanied by a copy of the applicant'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 be 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) Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in the Regulations from time to time.
- (b) Upon application for re-affiliation with the Association a 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 Club's last AGM, and any other information reasonably required by the Association. Each Club must

ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to FNSW's constitution.

## **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 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 similar to their previous functions as are provided for under this Constitution.

## **7 REGISTER OF MEMBER CLUBS, EXECUTIVE MEMBERS AND LIFE MEMBERS**

### **7.1 ASSOCIATION TO KEEP REGISTER**

The Association shall keep and maintain a Register of Member Clubs, Executive Members and Life Members in which shall be entered (as a minimum) the following for each category:

- (a) Member Clubs
  - (i) The full name, address and date of entry to membership of the Club;
  - (ii) The full name, position title and contact details (including email address) of the Club's Executive; and
  - (iii) Where applicable, the date of termination of membership of the Club
- (b) Executive Members
  - (i) The full name, position title and contact details (including email address if applicable) of the Executive Member and date of appointment to the position; and
  - (ii) Where applicable, the date of termination of membership.
- (c) Life Members

The full name, residential address, contact details (including email address if applicable) and the date of conferring Life Membership as shown in the Association's register.

Member Clubs, Executive Members and Life Members shall provide notice of any change and required details to the Association within 14 days of such change.

## **7.2 INSPECTION OF REGISTER ®**

Having regard to the Commonwealth Privacy Act (2000), confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Club President, Club Secretary, Life Member or Executive Member, shall be available for inspection (but not copying) by Members who make a reasonable request.

## **7.3 USE OF REGISTER**

Subject to the Commonwealth Privacy Act (2000), confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner, as the Executive considers appropriate.

# **8 EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) This Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations and the FNSW's and FFA'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, FNSW and FFA;
- (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 Association membership.

# **9 DISCONTINUANCE OF MEMBERSHIP**

## **9.1 NOTICE OF RESIGNATION ®**

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months' notice in writing to the Association of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of that 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

that 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 Management Committee directly or by a recommendation from the Executive, 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 Management Committee.
- (b) The Management Committee under clause 9.2(a) shall not discontinue membership without first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the view of the Management Committee to adequately explain the breach, the Association shall give written notice of the discontinuance to the Member of their membership under **clause 9.2(a)**. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

## **9.3 MEMBER TO RE-APPLY**

A Member whose membership has been discontinued under **clause 9.2**:

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

## **9.4 FORFEITURE OF RIGHTS**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Club ceases to be a Member it shall also forfeit all representation rights on the Management Committee and at Meetings.

## **9.5 DELEGATE POSITION LAPSES**

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



#### **9.6 MEMBERSHIP MAY BE REINSTATED**

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

#### **9.7 REFUND OF MEMBERSHIP FEES**

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

### **10 DISCIPLINE ®**

- (a) Where the Executive is advised or considers that a Member has allegedly:
- (i) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, FNSW's or FFA's constitution or regulations or any resolution or determination of the Management Committee.
  - (ii) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association, FNSW, FFA and/or Football or
  - (iii) Brought the Association, FNSW, FFA, any other Member or Football into disrepute;

The Executive 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 Association set out in the Regulations.

- (b) The Executive 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 Executive and endorsed by the Management Committee.

### **12 EXISTING MEMBERS OF THE EXECUTIVE**

The members of the administrative or governing body (by whatever name called) of the Association 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 Executive Members shall be vacated, filled and otherwise dealt with in accordance with this Constitution.

## **13 ADMINISTRATION OF THE ASSOCIATION ®**

The administration of the Association shall be the responsibility of an Executive who shall report to the Management Committee.

To assist with the administration, the Executive may appoint subject to the approval of the Management Committee, an Executive Officer and/or other appropriate personnel as are deemed necessary or appropriate.

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

The duties and responsibilities of any appointed person under this clause shall be as per the Regulations.

## **14 POWERS OF THE EXECUTIVE**

Subject to the Act and this Constitution, the business of the Association shall be managed, and the Executive shall exercise the powers of the Association. In particular, the Executive shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the Region.

## **15 COMPOSITION OF THE EXECUTIVE**

### **15.1 COMPOSITION OF THE EXECUTIVE**

The Executive shall comprise of elected Executive Members, who must all be Individual Members and who shall be elected under **clause 16**.

An Executive Member cannot also be a Delegate.

### **15.2 ELECTION AND APPOINTMENT OF EXECUTIVE MEMBERS**

The elected Executive Members shall be elected under **clause 16**.

### **15.3 PORTFOLIOS ®**

The Executive may allocate portfolios and/or titles to Executive Members.

An Executive Members cannot hold a portfolio that is the same or similar to the one they have on their own club committee.

## **16 ELECTED EXECUTIVE MEMBERS**

### **16.1 NOMINATIONS**

(a) Nominations for elected Executive Member 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. Qualifications and job descriptions shall be as determined by the Executive from time to time.

- (b) Nominees for elected Executive Member positions must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as a full time employee.

## 16.2 FORM OF NOMINATION ®

Nominations may be:

- (a) In writing; or
- (b) From the floor at the Annual General Meeting.

Where the nomination is in writing, it shall be:

- (a) Signed by two (2) members of the Association;
- (b) Certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are being nominated for; and
- (c) Received by the Association at close of business on the Friday preceeding the Annual General Meeting.

Where the nomination is from the floor at the Annual General Meeting,

- (a) There must be a proposer and a seconder; and
- (b) The nominee (who must be an Individual Member) shall verbally express their willingness to accept the position for which they are being nominated for.

## 16.3 ELECTIONS

- (a) If the number of nominations received for the Executive is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the Annual General Meeting.
- (b) If there are insufficient nominations received to fill all vacancies on the Executive, or if a person is not approved by the majority of Members under **clause 16.3(a)** the positions will be deemed casual vacancies under **clause 17.1**.
- (c) Voting shall be conducted in such manner and by such method as may be determined by the Management Committee from time to time.
- (d) If the number of nominations exceeds the number of vacancies to be filled and a secret ballot is required, voting papers shall be prepared containing the

names of the candidates in alphabetical order of surname, for each vacancy on the Executive.

#### **16.4 TERM OF APPOINTMENT FOR ELECTED EXECUTIVE MEMBERS ®**

The terms of appointment for the elected Executive Members shall be as specified in the Regulations of the Association.

### **17 VACANCIES ON THE EXECUTIVE**

#### **17.1 CASUAL VACANCIES**

The remaining Executive Members, subject to the approval of the Management Committee, may fill any casual vacancy occurring in the position of Executive Member. Any casual vacancy may only be filled for the remainder of the Executive Member's term.

#### **17.2 GROUNDS FOR TERMINATION OF EXECUTIVE MEMBER**

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

- (a) Dies;
- (b) Becomes bankrupt or makes any arrangement or composition with their 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 their office in writing to the Association;
- (e) Is absent without the consent of the Executive from meetings of the Executive 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 and fails to declare the nature of their interest;
- (h) In the opinion of the Executive (but subject always to this Constitution):
  - (i) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
  - (ii) Has brought the Association into disrepute;
  - (iii) Is removed by Special Resolution; or

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

### **17.3 EXECUTIVE MAY ACT**

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

## **18 COMPOSITION OF THE MANAGEMENT COMMITTEE**

### **18.1 COMPOSITION OF THE MANAGEMENT COMMITTEE**

The Management Committee shall comprise:

- (a) A Delegate from each of the Clubs, who must all be Individual Members; and
- (b) The Executive.

A Club Delegate cannot be a member of the Executive.

### **18.2 APPOINTMENT OF DELEGATES**

A Club may appoint their Delegate by whatever means/methods they wish to.

### **18.3 TERM OF APPOINTMENT FOR DELEGATES**

There is no term of appointment for Delegates.

### **18.4 GROUNDS FOR TERMINATION OF A DELEGATE**

A Delegate may be terminated if in the opinion of the Executive or the Management Committee (but subject always to this Constitution):

- (a) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
- (b) Has brought the Association into disrepute; or
- (c) Is removed by a Special Resolution.

## **19 MEETINGS OF THE EXECUTIVE**

### **19.1 EXECUTIVE TO MEET**

The Executive 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. An Executive Member may at any time convene a meeting of the Executive within a reasonable time.

## 19.2 DECISIONS OF EXECUTIVE ®

Subject to this Constitution, questions arising at any meeting of the Executive shall be decided by a majority of votes and a determination of a majority of Executive Members shall for all purposes be deemed a determination of the Executive.

All Executive members shall have one (1) vote on any question.

Where voting is equal, the motion will be lost.

## 19.3 RESOLUTIONS NOT IN AN EXECUTIVE 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 Executive Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Executive Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Executive Members.
- (b) Without limiting the power of the Executive to regulate its meetings as it thinks fit, a meeting of the Executive may be held where one (1) or more of the Executive Members is not physically present at the meeting, provided that:
  - (i) All persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) Notice of the meeting is given to all the Executive Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive or this Constitution and such notice specifies that Executive members are not required to be present in person;
  - (iii) If a failure in communications prevents **clause 19.3(b)(i)** from being satisfied by that number of Executive Members which constitutes a quorum, and none of such Executive Members 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 19.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
  - (iv) Any meeting held where one (1) or more of the Executive Members is not physically present shall be deemed to be held at the place specified in the notice of meeting, provided an Executive Member is there present and if no Executive Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

**19.4 QUORUM (FOR EXECUTIVE MEETINGS ONLY)**

The quorum for an Executive Meeting shall be more than half of the number of Executive Members in office with a minimum of five (5).

**19.5 NOTICE OF EXECUTIVE MEETINGS**

Unless all Executive members 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 Executive shall be given to each Executive Member. The agenda shall be forwarded to each Executive Member not less than 48 hours prior to such meeting.

**19.6 CHAIRPERSON**

The chairperson shall be the nominal head of the Association and will act as chair of any Executive meeting at which they are present.

If the chairperson is not present, or is unwilling or unable to preside at an Executive meeting the remaining Executive members shall appoint another Executive Member to preside as chair for that meeting only.

**19.7 EXECUTIVE MEMBERS' INTERESTS**

An Executive Member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Executive. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Executive Member is in any way interested will be void unless approved by the Executive.

**19.8 CONFLICT OF INTEREST**

An Executive Member shall declare their 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 Executive, absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Executive Member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Executive Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Executive, or if this is not possible, the matter shall be adjourned or deferred.

## 19.9 DISCLOSURE OF INTERESTS

- (a) The nature of the interest of such Executive Member must be declared by the Executive member at the meeting of the Executive 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 Executive after the acquisition of the interest. If an Executive Member becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Executive held after the Executive Member becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

## 19.10 GENERAL DISCLOSURE

A general notice that an Executive Member 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 19.11** as regards such Executive Member and the said transactions. After such general notice it is not necessary for such Executive Member to give a special notice relating to any particular transaction with that firm or company.

## 19.11 RECORDING DISCLOSURES

Any declaration made, any disclosure or any general notice given by an Executive Member in accordance with **clauses 19.8, 19.9** and/or **19.10** must be recorded in the minutes of the relevant meeting.

## 20 MEETINGS OF THE MANAGEMENT COMMITTEE (OTHER THAN THE ANNUAL GENERAL MEETING)

### 20.1 MANAGEMENT COMMITTEE TO MEET

The Management Committee shall meet bimonthly and from time to time as the Executive considers necessary for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit.

### 20.2 DECISIONS OF THE MANAGEMENT COMMITTEE

- (a) Subject to this Constitution, questions arising at any general meeting of the Management Committee shall be decided by a majority of votes cast and a determination of a majority of eligible Delegates and Members shall for all purposes be deemed a determination of the Management Committee.
- (b) All Delegates of Clubs shall have one (1) vote on any question. The Executive shall have one (1) vote where the recommendation has come from the Executive. However, if the recommendation comes from one of the Club Delegates, then each Executive Member of the Executive present shall have one (1) vote.



- (c) Where voting is equal, the motion will be lost.

### **20.3 QUORUM (FOR MANAGEMENT COMMITTEE MEETINGS ONLY)**

The quorum for a Management Committee Meeting shall be more than half of the Member Clubs and more than half of the number of Executive Members in office with a minimum of five (5).

### **20.4 NOTICE OF MANAGEMENT COMMITTEE MEETINGS**

- (a) Notice of every Management Committee Meeting shall be given to every Club, the Members of the Executive, the Executive Officer, the Association's auditors and solicitors and Life Members, in accordance with **clause 39**. No other person shall be entitled, as of right, to receive notices of Management Committee Meetings.
- (b) A notice of a Management Committee 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 seven (7) days' notice of a Management Committee 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 Management Committee Meeting shall be given in the manner authorised in **clause 20**.

### **20.5 CHAIRPERSON**

The chairperson shall be the nominal head of the Association and will act as chair of any Management Committee meeting at which they are present.

If the chairperson is not present, or unwilling or unable to preside at a Management Committee meeting, a Vice President shall be appointed to preside as chair for that meeting only.

If neither the President nor any Vice President is present, the Secretary should call the meeting to order and the Management Committee shall then elect a Chairperson.

### **20.6 DELEGATE'S INTERESTS**

A Delegate is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Management Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Delegate is in any way interested will be void unless approved by the Management Committee.

## 20.7 CONFLICT OF INTEREST

A Delegate shall declare their 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 Management Committee, absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Delegate votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Delegate to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred.

## 20.8 DISCLOSURE OF INTERESTS

The nature of the interest of such Delegate must be declared by the Delegate at the meeting of the Management Committee 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 Management Committee after the acquisition of the interest. If a Delegate 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 Management Committee held after the Delegate becomes so interested.

## 20.9 GENERAL DISCLOSURE

A general notice that a Delegate 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 20.10** as regards such Delegate and the said transactions. After such general notice it is not necessary for such Delegate to give a special notice relating to any particular transaction with that firm or company.

## 20.10 RECORDING DISCLOSURES

Any declaration made, any disclosure or any general notice given by a Delegate in accordance with **clauses 20.7, 20.8** and/or **20.9** must be recorded in the minutes of the relevant meeting.

## 21 ANNUAL GENERAL MEETING ®

### 21.1 HOLDING OF ANNUAL GENERAL MEETING

An Annual General Meeting of the Association shall be held in accordance with the Act, this Constitution and the Regulations during the first two (2) weeks of December on a date and at a time and at a venue to be determined by the Executive.

**21.2 DECISIONS OF THE ANNUAL GENERAL MEETING**

Subject to this Constitution and the Regulations, any matter requiring a decision by motion, proposed and seconded shall be carried if it receives two-thirds majority of votes cast.

For the granting of Life Membership of the Association on an individual, the voting shall be by secret ballot or by any other method which the Executive considers appropriate.

**21.3 QUORUM (FOR ANNUAL GENERAL MEETING)**

A quorum for the Annual General Meeting shall be two-thirds of eligible voting Member Clubs and two-thirds of the number of Executive Members in office at the time.

**21.4 VOTING RIGHTS (AT ANNUAL GENERAL MEETING)**

Voting rights are restricted to each Executive Member, Life Members and five (5) Individual Members from each Club, all of whom are not Executive Members.

A Member shall be entitled to appoint in writing a natural person who is also a Member of their Club to be their proxy. Any natural person can only carry one (1) proxy vote at the Annual General Meeting.

**21.5 NOTICE OF ANNUAL GENERAL MEETING**

The Executive Officer shall give twenty one (21) days notice of the Annual General Meeting to all members (as per **clause 5.1**). Such notice shall be deemed to have been given if posted to the last known address of such members or if, has placed such notice for publication in the Public Notices column of the local newspaper at least twenty one (21) days before such meeting.

**21.6 CHAIRPERSON**

The chairperson shall be the nominal head of the Association and will act as chair of the Annual General Meeting until the election of Executive Members when all positions shall be declared vacant.

A chairperson shall then be elected by a simple majority of those present entitled to vote and this person shall then conduct the election of all positions.

At the completion of the election of all positions, the new nominal head of the Association will resume the chairing of the Annual General Meeting.

If the nominal head of the Association is not present, or unwilling or unable to preside at the Annual General Meeting those present and entitled to vote shall appoint one of the members to preside as chair for that meeting until the election of Executive Members.

## **22 SPECIAL GENERAL MEETINGS**

### **22.1 SPECIAL GENERAL MEETINGS MAY BE HELD**

The Executive may, whenever it thinks fit, convene a Special General Meeting of the Association 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.

### **22.2 REQUISITION OF SPECIAL GENERAL MEETINGS**

- (a) The Executive shall on the requisition in writing of not less than five percent (5%) of eligible Individual Members representing not less than half the Member Clubs 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 Association 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 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 Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which the Management Committee convenes any General Meeting.

### **22.3 NOTICE OF SPECIAL GENERAL MEETING**

The Executive shall give twenty one (21) days notice in writing of any Special General Meeting setting out the business to be brought before such a meeting and shall be given to the secretaries of all clubs

### **22.4 DECISIONS OF A SPECIAL GENERAL MEETING**

Subject to this Constitution and the Regulations, any matter requiring a decision by motion, proposed and seconded shall be carried if it receives two-thirds majority of votes cast.

### **22.5 QUORUM (FOR SPECIAL GENERAL MEETINGS)**

A quorum for a Special General Meeting shall be two-thirds of eligible voting members and two-thirds of the number of Executive Members in office at the time.

### **22.6 VOTING RIGHTS (FOR SPECIAL GENERAL MEETINGS)**

Voting rights are restricted to each Executive Member, Life Members and Individual Members from each Club, all of whom are not Executive Members.

A Member shall be entitled to appoint in writing a natural person who is also a Member of their Club to be their proxy. Any natural person can only carry one (1) proxy vote at a Special General Meeting.

#### **22.7 CHAIRPERSON**

The chairperson shall be the nominal head of the Association and will act as chair of the Special General Meeting.

If the nominal head of the Association is not present, or unwilling or unable to preside at the Special General Meeting those present and entitled to vote shall appoint one of the members to preside as chair for that meeting.

### **23 DELEGATIONS**

#### **23.1 EXECUTIVE/MANAGEMENT COMMITTEE MAY DELEGATE FUNCTIONS**

The Executive/Management Committee 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 Executive/Management Committee determines from time to time. In exercising its power under this clause the Executive/Management Committee must take into account broad stakeholder involvement.

#### **23.2 DELEGATION BY INSTRUMENT**

The Executive/Management Committee 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 Executive/Management Committee or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Association in a General Meeting.

#### **23.3 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.

#### **23.4 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 Executive or Management Committee under **clauses 19 and 20** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Executive/Management Committee with details of all material decisions and shall provide any other reports,

minutes and information as the Executive/Management Committee may require from time to time.

**23.5 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.

**23.6 REVOCATION OF DELEGATION**

The Executive/Management Committee 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.

**24 BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Executive and auditors, the election of Executive Members under this Constitution and the appointment of the auditors and solicitors.
- (b) All business that is transacted at a Special General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 24(a)** shall be special business.
- (c) No business other than that stated on the notice for a Special General Meeting shall be transacted at that meeting.

**25 NOTICES OF MOTION ®**

Members entitled to vote may submit notices of motion for inclusion as special business at a Management Committee Meeting. All notices of motion must be submitted in writing to the Executive Officer not less than seven (7) days (excluding receiving date and meeting date) prior to the meeting.

**26 PROCEEDINGS AT MEETINGS**

**26.1 QUORUM**

See **clause 19.4, 20.3, 21.3** or **22.5** for respective type of meeting.

**26.2 CHAIRPERSON TO PRESIDE**

See **clause 19.6, 20.5, 21.6** or **22.7** for respective type of meeting.

**26.3 ADJOURNMENT OF MEETING**

- (a) If within half an hour from the time appointed for the commencement of 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 commencement of 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) 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.
- (d) 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.
- (e) Except as provided in **clause 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.
- (f) All Management Committee meetings must cease at 10.30pm unless the Chairperson has received a motion from the floor for an extension. The motion shall have a proposer and a seconder and shall be carried by a simple majority of votes cast. The motion of extension must include a finishing time. Should, during the extension, the number present drop to below the required quorum for the meeting, the Chairperson shall reconvene the meeting in seven days (7) days time at the same commencement time and same location to continue and resolve the matter

#### **26.4 VOTING PROCEDURE**

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

- (a) the chairperson; or
- (b) a simple majority of Delegates on behalf of their Members.

#### **26.5 RECORDING OF DETERMINATIONS**

Unless a poll is demanded under **clause 26.4**, 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **26.6 WHERE POLL DEMANDED**

If a poll is duly demanded under **clause 26.4** 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.

## **27 STRATEGIC FORUM OF ASSOCIATION**

### **27.1 STRATEGIC FORUMS**

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) Inform the Executive of significant membership issues;
- (b) Assist the Executive to design or review the Association's strategic plan and direction;
- (c) Discuss state-wide issues;
- (d) Provide feedback to the Executive on the results of its governance decisions in practice at Member level.

### **27.2 ATTENDEES AT STRATEGIC FORUMS**

The following persons may attend strategic forums of the Association:

- (a) Up to three (3) representatives from each Club;
- (b) The Executive;
- (c) Life Members; and
- (d) Such other persons the Executive considers should be invited.

## **28 SEAL**

- (a) The Association 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 Executive. Every use of the Seal shall be recorded in the Association's minute book. Two (2) Executive Members must witness the affixing of the Seal, unless the Executive determines otherwise.

## **29 GRIEVANCE PROCEDURE ®**

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



- (ii) the Association
- (b) The procedure shall be as per the Regulations.
- (c) The Executive may prescribe additional grievance procedures in the Regulations consistent with this **clause 29**.

## **30 RECORDS AND ACCOUNTS**

### **30.1 RECORDS**

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Executive and shall produce these as appropriate at each 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 Executive Officer and/or the Treasurer.

### **30.3 ASSOCIATION TO RETAIN RECORDS**

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

### **30.4 EXECUTIVE TO SUBMIT ACCOUNTS**

The Executive shall submit to the Members at the Annual General Meeting and at General Meetings, the statements of account of the Association 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 Officer 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 Executive'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 Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2)

duly authorised Executive Members or in such other manner as the Executive determines.

### **31 AUDITOR**

The Association at the Annual 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 Association in a General Meeting may remove the auditor.

The accounts of the Association 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 Association shall be derived from such sources as the Executive/Management Committee determines from time to time.

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

**33.3** Except as prescribed in this Constitution or the Act:

- (a) No portion of the income or property of the Association 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 Association to any Member who holds any office of the Association.

**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 Association whether as an employee, Executive Member or otherwise;
- (b) Goods supplied to the Association 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 Association;
- (e) Any out-of-pocket expenses incurred by the Member on behalf of the Association;

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 ceased 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 Association 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 another organisation 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 Association by this Constitution. Such organisation(s) to be determined by the Members in a 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 EXECUTIVE/MANAGEMENT COMMITTEE TO FORMULATE REGULATIONS**

The Executive or the Management Committee may propose new Regulations or amendments or alterations to such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Football in the Region as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, FNSW's and FFA's constitutions, and any regulations made by FNSW or FFA and any policy directives of the Board.

The Management Committee shall adopt such Regulations at any Management Committee meeting.

The Executive shall issue, interpret and administer such Regulations.

#### **36.2 REGULATIONS BINDING**

All Regulations are binding on the Association and all Members.

**36.3 REGULATIONS DEEMED APPLICABLE**

All clauses, rules, by-laws and regulations of 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 Members by means of bulletins approved by the Executive and prepared and issued by the Executive Officer. Clubs 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 ASSOCIATION**

**37.1 RECOGNITION OF ASSOCIATION**

The Association is a member of FNSW and is recognised by FNSW as the controlling authority for Football in the Region and subject to compliance with this Constitution and FNSW's and FFA's constitution shall continue to be so recognised and shall administer Football in the Region in accordance with the Objects.

**37.2 COMPLIANCE OF ASSOCIATION**

The Members acknowledge and agree the Association 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 FNSW without approval by Special Resolution; and
- (g) Abide by FNSW's and FFA's constitutions and the rules of Football.

**37.3 CONSTITUTION OF THE ASSOCIATION**

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

**37.4 THE ASSOCIATION'S CONSTITUTION WITH REGARD TO FNSW'S CONSTITUTION**

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to FNSW constitution subject always to the Act.
- (b) The Association shall provide to FNSW a copy of this Constitution and all amendments to this document. The Association acknowledges and agrees that FNSW has power to veto any provision in its Constitution, which, in FNSW's opinion, is contrary to the objects of FNSW.

**37.5 REGISTER**

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

**37.6 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 STATUS AND COMPLIANCE OF CLUBS**

**38.1 COMPLIANCE**

Clubs and Affiliate Clubs acknowledge and agree that they shall:

- (a) Be or remain incorporated in the state in which they are based;

- (b) Provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (c) Recognise the Association as the authority for Football in the Region, FNSW as the authority in New South Wales and FFA as the national authority for Football;
- (d) Adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or FNSW from time to time; and
- (e) Have regard to the Objects in any matter of the Club pertaining to Football.

### **38.2 CLUB CONSTITUTIONS**

- (a) The Clubs' constituent documents will clearly reflect the Objects and will conform to this Constitution.
- (b) Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) Clubs 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 and FNSW as the authority for Football in the Region and FFA as the national authority for Football in Australia.

### **38.3 REGISTER**

Clubs 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.

## **39 NOTICE**

- (a) Notices may be given by the Association 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.

#### **40 PATRONS AND VICE PATRONS**

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

#### **41 INDEMNITY**

- (a) Every Executive Member and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Executive Member 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 Association shall indemnify its Executive Members and employees against all damages and losses (including legal costs) for which any such Executive member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (i) In the case of an Executive Member, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.