



# **CENTRAL COAST FOOTBALL**

*Central Coast Football Limited*

*ACN 002 902 507*

# **CONSTITUTION**

As adopted at a Special General Meeting held on 15<sup>th</sup> October 2014



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## 1. NAME OF COMPANY

The name of the Company is Central Coast Football Ltd (ACN 002 902 507).

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Constitution unless the contrary intention appears:

“**Act**” means the *Corporations Act 2001(Cth)*.

“**Affiliate Member**” means an individual who is an umpire, referee, coach or other official who is associated with the Company but who is not an Individual Member.

“**Annual General Meeting**” means the annual general meeting of the Company held in accordance with **clause 20**.

“**Company**” means Central Coast Football Ltd.

“**Board**” means the body consisting of the Directors.

“**Club**” means a Football club which is a Member, or is otherwise affiliated with the Company.

“**Company**” means this company, the Central Coast Football Ltd (ACN 002 902 507).

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

“**Delegate**” means the person(s) appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings.

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

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

“**Football**” means the sport and game of football as defined by the NSO and the IF.

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

“**IF**” means the international federation for Football being Federation Internationale de Football Association.

**“Individual Member”** means a registered, financial member of a Club or a natural person who is otherwise recognised by the Company 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 Company or any activity of or conducted, promoted or administered by the Company in the Region.

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

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

**“NSO”** means the National Sporting Organisation for Football, being Football Federation of Australia or its successor or assign.

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

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

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

**“Regulations”** means any Regulations made by the Board under **clause 35**.

**“Secretary”** means the person appointed to be the secretary of the Company in accordance with the Act.

**“Special General Meeting”** means a special general meeting of the Company held in accordance with **clause 21**.

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

**“SSO”** means the State Sporting Organisation for football, being Football New South Wales or its successor or assign.

## **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. The replaceable rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE COMPANY**

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

- (a) participate as a member of SSO so Football can be conducted, encouraged, promoted, advanced and administered in the Region and New South Wales;
- (b) conduct, encourage, promote, advance and administer Football throughout the Region;
- (c) ensure the maintenance and enhancement of the Company, the SSO, the NSO, 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 Company, the SSO, the NSO and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and Football in the Region;
- (f) promote the economic and community service success, strength and stability of the Company, the Members and Football in the Region;
- (g) affiliate and otherwise liaise with the SSO and adopt its rule and policy framework to further these Objects and Football;
- (h) use and protect the Intellectual Property;
- (i) apply the property and capacity of the Company towards the fulfilment and

achievement of these Objects;

- (j) strive for government, commercial and public recognition of the Company as the controlling body for Football in the Region;
- (k) abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Football and related activities in the Region;
- (l) advance the operations and activities of the Company 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) act as arbiter (as required) on all matters pertaining to the conduct of Football in the Region, including disciplinary matters;
- (p) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Football in the Region;
- (q) adopt and implement such policies as may be developed by NSO or the SSO, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Football;
- (r) represent the interests of its Members and of Football generally in any appropriate forum in the Region;
- (s) have regard to the public interest in its operations;
- (t) 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;
- (u) promote the health and safety of Members and all other participants in Football in the Region;
- (v) seek and obtain improved facilities for the enjoyment of Football in the Region; and
- (w) 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 COMPANY**

Solely for furthering the Objects, the Company has the legal capacity and powers of a company as set out under the *Corporations Act 2001 (Cth)*.

#### **5. MEMBERS**

##### **5.1 Categories of Members**

The Members of the Company shall consist of:

- (a) Clubs, which subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (b) 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;
- (c) Individual Members and Affiliate Members shall have the right to be present and

to debate at General Meetings, but shall have no right to receive notice of General Meetings or to vote;

- (d) the Directors, shall have the right to be present and to debate at General Meetings, but have no right to vote; and such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Company in General Meeting.

## 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 Company or 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 Board must be a Special Resolution.
- (c) A person must accept or reject the Company's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

## 6. AFFILIATION

### 6.1 Clubs

To be, or remain, eligible for membership, a Club must be incorporated under the Associations Incorporation Act 2009 (NSW) or the Act.

### 6.2 Application for Affiliation

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Company;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Company and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee and a copy of the applicant's certificate of incorporation (where available).

### 6.3 Discretion to Accept or Reject Application

- (a) The Company may accept or reject an application whether the applicant has complied with the requirements in **clause 6.2** or not. The Company shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the

application by the Company. The Secretary shall amend the Register accordingly as soon as practicable.

- (c) Where the Company rejects an application the Company 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 Company in accordance with the procedures set down by the Company in Regulations from time to time.
- (b) Upon re-affiliation a Club must lodge with the Company an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Company. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the SSO 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 Company, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Clubs shall provide the Company with such details as are reasonably required by the Company under this Constitution within one (1) month of the approval of this Constitution under the Act.

### **7. REGISTER OF MEMBERS**

#### **7.1 Company to keep Register**

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

- (a) the full name, address, category of membership and date of entry to membership of each Club; and
- (b) the full name, residential address and date of entry to membership of each Director and Life Member; and
- (c) where applicable, the date of termination of membership of any Club.

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

#### **7.2 Inspection of Register**

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

#### **7.3 Use of Register**

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

## 8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Regulations and the SSO's and NSO's constitution and regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Company, SSO and NSO;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football in the Region; and
- (e) they are entitled to all benefits, advantages, privileges and services of Company membership.

## 9. DISCONTINUANCE OF MEMBERSHIP

### 9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving one month's notice in writing to the Company of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Company without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Company.
- (c) If a Club ceases to be a Member under this Constitution, the Company membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.
- (d) Upon the Company 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 Company may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Company, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach

and/or remedy the breach.

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

### **9.3 Discontinuance for failure to re-affiliate**

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

### **9.4 Member to Re-apply**

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

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

### **9.5 Forfeiture of Rights**

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

### **9.6 Delegate Position Lapses**

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

### **9.7 Membership may be Reinstated**

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

### **9.8 Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member will not be refunded.

## **10. DISCIPLINE**

- (a) Where the Board 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, the SSO's or the NSO's constitution or regulations or any resolution or determination of the Board or any duly authorised committee; or

- (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Company, SSO, NSO and/or Football; or
- (iii) brought the Company, SSO, NSO, any other Member or Football into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Company set out in the Regulations.

- (b) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

## 11. SUBSCRIPTIONS AND FEES

The annual membership subscription and any fees or other levies payable by Members to the Company, the time for and manner of payment, shall be as determined by the Board.

## 12. TRANSITIONAL PROVISIONS – EXISTING DIRECTORS

- (a) The members of the administrative or governing body (by whatever name called) of the Company 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, in particular **clause 15.4**. The sequence of retirements under **clause 15.4** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot.
- (b) The person known and appointed to the position of Secretary (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

## 13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Company shall be managed, and the powers of the Company 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 and the community throughout the Region.

## 14. COMPOSITION OF THE BOARD

### 14.1 Composition of the Board

- (a) The Board shall comprise of a maximum eight (8) elected Directors elected under **clause 15**
- (b) A Director cannot also be a Delegate or an officer of a Member (including but not limited to as an Executive committee member or employee).

### 14.2 Chairperson

Following each annual general meeting (AGM) the Directors will meet and elect a chairperson from within their number. The elected Chairperson shall serve in this role until the next AGM or removed from office under the terms of this constitution.

## **15. ELECTED DIRECTORS**

### **15.1 Nominations**

- (a) Nominations for elected Director Positions shall be called for twenty one (21) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominees for elected Director Positions must declare any position they hold in a Club including as an officer (including but not limited to as a Delegate or Executive committee member) or as a full time employee.
- (c) If there are no nominations for a specific elected Director position at the date of closing as per **clause 15.2(e)**, then a Club may nominate an individual from the floor at the Annual General Meeting. This position will be determined in accordance with **clause 15.3**.

### **15.2 Form of Nomination**

All nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative of a Club;
- (d) certified by the nominee (who must be an Individual Member) expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Company not less than fourteen (14) days before the date fixed for the Annual General Meeting.

### **15.3 Elections**

- (a) If there are insufficient nominations for the number of positions vacant on the Board the position or positions shall be deemed a casual vacancy under clause 16.1.
- (b) A secret ballot for all positions shall be held at the Annual General Meeting.
- (c) The members eligible to vote will cast one vote ('yes' or 'no') for each candidate. To be elected a candidate must receive more than 50% 'yes' votes. If more candidates than there are vacancies receive more than 50% 'yes' votes then the candidates that receive the highest number of yes votes will be deemed elected.
- (d) If less candidates than there are vacancies receive more than 50% 'yes' votes then the position is deemed to be vacant and will be treated as a casual vacancy

under clause 16.1.

- (e) The Board shall seek the services of a reliable neutral person willing to act as the Returning Officer for the association at each Annual General Meeting. The duties of the Returning Officer shall be:-
  - (i) To receive and record the result of any ballot, conducted by the association.
  - (ii) To report and give the result of the ballot to the members as required in respect to the conditions set out for the conducting of the ballot.
  - (iii) The Returning Officer has full authority to decide on any informal ballot paper or doubtful return, and his decision on such matters shall be final.
  - (iv) To keep all ballot papers until such alternative direction as to their disposal is given by the members of the association.
  - (v) To appoint scrutineers to conduct the ballot.

#### **15.4 Term of Appointment for Elected Directors**

- (a) Directors elected under this **clause 15** shall be elected for a term of two (2) years.
- (b) Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (c) At each Annual General Meeting all Directors who have served a two year term plus any Director who was appointed as a casual vacancy during the year, shall retire, but may nominate for re-election.
- (d) No Director may serve longer than two (2) years in office without retiring, at which time they may stand for re-election
- (e) The initial retirement of any additional Directors appointed under this constitution shall be determined by the Board but shall not exceed two (2) years.

### **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 anyway under the law relating to mental health;
- (d) resigns his office in writing to the Company;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (f) holds any office of employment with the Company;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest;
- (h) in the opinion of the Board (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Company; or
  - (i) has brought the Company into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a company 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 but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such 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) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

### **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 (1) vote on any question. Where voting is equal, the chairperson must exercise a second and casting vote.

### **17.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held . Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
  - (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 and such notice specifies that Directors are not required to be present in person;
  - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
  - (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **17.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is at least 51% of the Directors in office at the time of the Board meeting.

#### **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 two (2) days prior to such meeting.

#### **17.6 Chairperson**

- (a) The Chairman shall preside as chairperson at each meeting of the Board.
- (b) If the Chairman is absent from a Board Meeting or unwilling to act, the Directors present shall elect one of their number to preside as chairperson at the meeting.

### **17.7 Directors' Interests**

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

### **17.8 Conflict of Interest**

A Director shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

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

### **17.9 Disclosure of Interests**

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

### **17.10 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 17.9** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

### **17.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 17.8, 17.9** and/or **17.10** must be recorded in the minutes of the

relevant meeting.

## **18. SECRETARY**

A Secretary may be appointed by the Board for such term and on such conditions as the Board thinks fit. The Secretary shall act as and carry out the duties of company secretary and shall administer and manage the Company in accordance with the Act and this Constitution.

## **19. DELEGATIONS**

### **19.1 Board may Delegate Functions**

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

### **19.2 Delegation by Instrument**

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

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

### **19.3 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.

### **19.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 179** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

### **19.5 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.

### **19.6 Revocation of Delegation**

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

person under this clause.

## **20. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Company shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **21. SPECIAL GENERAL MEETINGS**

### **21.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Company 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.

### **21.2 Requisition of Special General Meetings**

- (a) The Secretary shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Company 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 Secretary 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 Company, 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 meetings are convened by the Board.

## **22. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Club and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Company. The Auditor and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified 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 and day and hour of meeting and shall state the business to be transacted at the meeting. A notice of such can be sent via pre-paid post, electronic email, facsimile or other accepted method.
- (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;
  - (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 39**.

## **23. BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 233(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **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 Secretary not less than twenty eight (28) 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 Company shall be 50% of Clubs represented by their Delegates.

### **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 Delegates 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 such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is

not present within half an hour from the time appointed for the meeting, the meeting will lapse.

- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 25.3(c)** 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 Delegates on behalf of their Members.

#### **25.5 Recording of Determinations**

Unless a poll is demanded under **clause 25.4**, 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 Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **25.6 Where Poll Demanded**

If a poll is duly demanded under **clause 25.4** 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.

### **26. VOTING AT GENERAL MEETINGS**

#### **26.1 Members Entitled to Vote**

Each member entitled to vote under clause 5.1 shall be entitled to one (1) vote. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Directors and Secretary shall have no right to vote at General Meetings.

#### **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.

### **27. PROXY VOTING**

There shall be no Proxy voting.

## **28. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this rule applies to disputes under this constitution between a Member and:
  - (i) another Member; or
  - (ii) the Company.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.

## **29. RECORDS AND ACCOUNTS**

### **29.1 Records**

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

### **29.2 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 Secretary.

### **29.3 Company to Retain Records**

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

### **29.4 Board to Submit Accounts**

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

### **29.5 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.

### **29.6 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).

## **29.7 Negotiable Instruments**

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

## **30. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Company in General Meeting. The auditor's duties shall be regulated in accordance with the Act and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Company in General Meeting.
- (b) The accounts of the Company 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.

## **31. INCOME**

**31.1** Income and property of the Company shall be derived from such sources as the Board determines from time to time.

**31.2** The income and property of the Company shall be applied solely towards the promotion of the Objects.

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

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

**31.4** Nothing in **clauses 31.2** or **31.3** shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Company whether as an employee, Director or otherwise;
- (b) goods supplied to the Company 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 Company;
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Company;

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.

## **32. WINDING UP**

- (a) Subject to this Constitution the Company may be wound up in accordance with the Act.
- (b) The liability of the Members of the Company is limited.
- (c) Every Member undertakes to contribute to the assets of the Company 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 Company contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Company, such an amount not exceeding ten dollars (\$10.00).

### **33. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Company 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 Company by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by any Court as may have or acquire jurisdiction in the matter under the Act.

### **34. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

### **35. REGULATIONS**

#### **35.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the advancement of the purposes of the Company and Football in the Region as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, the SSO s and NSO s constitutions, any regulations made by the SSO or NSO and any policy directives of the Board.

#### **35.2 Regulations Binding**

All Regulations are binding on the Company and all Members.

#### **35.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the Company 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.

#### **35.4 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 Secretary. Clubs shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

## **36. STATUS AND COMPLIANCE OF COMPANY**

### **36.1 Recognition of Company**

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

### **36.2 Compliance of Company**

The Members acknowledge and agree the Company shall:

- (a) be or remain incorporated in Australia;
- (b) apply its property and capacity solely in pursuit of the Objects and Football;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Football, its standards, quality and reputation for the benefit of the Members and Football;
- (e) at all times act in the interests of the Members and Football;
- (f) not resign, disaffiliate or otherwise seek to withdraw from SSO without approval by Special Resolution; and
- (g) abide by the SSO's and NSO's constitutions and the rules of Football.

### **36.3 Operation of Constitution**

The Company 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 Company may act to assist the Member in whatever manner the Company considers appropriate.

## **37. COMPANY'S CONSTITUTION**

### **37.1 Constitution of the Company**

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

### **37.2 Operation of SSO constitution**

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

### **37.3 Register**

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

## **38. STATUS AND COMPLIANCE OF CLUBS**

### **38.1 Compliance**

Clubs acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate a Delegate annually to attend General Meetings, and shall inform the Company of the details of that person accordingly;
- (c) provide the Company on request with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (d) recognise the Company as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Company and/or the SSO from time to time; and
- (f) 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 Company a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Company, has power to veto any provision in a Club constitution which, in the Company'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 Company as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football in Australia.

### **38.3 Register**

Clubs shall maintain, in a form acceptable to the Company, 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 Company, and shall provide regular updates of the Register to the Company.

### **39. NOTICE**

- (a) Notices may be given by the Company 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 Company at its Annual General Meeting may appoint annually on the recommendation of the Board a chief patron and such number of patrons as it considers necessary, subject to approval of that person or persons.

### **41. INDEMNITY**

- (a) Every Director and employee of the Company shall be indemnified out of the property and assets of the Company against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or

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

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