



CENTRAL COAST FOOTBALL

ACN 002 902 507

CONSTITUTION

adopted at a Special General Meeting held on 21st August 2019

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CONSTITUTION

1. **NAME OF COMPANY**

The name of the Company is Central Coast Football (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)*.

"Affiliated 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 22**.

"Appointed Director" means a Director appointed under **clause 15**

"Board" means the body consisting of the Directors.

"Club" means a Football club which is a Member or becomes a Member.

"Company" or "CCF" means this company, Central Coast Football (ACN 002 902 507).

"Constitution" means this Constitution of the Company.

"Core Competencies" has the meaning given to it in **clause 14.4(i)**.

"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 each member of the Board and includes each Appointed Director and each Elected Director and also includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Secretary.

"Elected Director" means a Director elected under **clause 14**.

"Financial Year" means the period of 12 months commencing on 1 October and ending on 30 September each year.

"Football" means the sport and game of "Association Football" as recognized by FIFA from time to time – and includes the games of soccer, soccer football, indoor or 5 a side (Futsal) soccer and beach soccer or modified games of football as determined by the Board.

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

“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, trademarks (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 of the Company under **clause 5**.

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

“Region” means the geographical area known and recognised as the Central Coast Local Government Area.

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

“Regulations” means any Regulations made by the Board under **clause 37**.

“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 23**.

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

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or 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 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) conduct, encourage, promote, advance and administer Football throughout the Region;
- (b) ensure the maintenance and enhancement of the Company, the Members and Football along with its standards, quality and reputation for the benefit of the Members and Football;
- (c) at all times promote mutual trust and confidence between the Company and the Members in pursuit of these Objects;
- (d) at all times act on behalf of, and in the interests of, the Members and Football in the Region;
- (e) promote the economic and community service, success, strength and stability of the Company, the Members and Football in the Region;
- (f) Affiliate and liaise with any other like minded and/or associated sporting body that, in pursuit of its objects, and at its sole discretion, serves the interests of the Company and its Members.

- (g) use and protect the Intellectual Property;
- (h) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (i) strive for government, commercial and public recognition of the Company as the controlling body for Football in the Region;
- (j) review and/or determine any matters relating to Football which may arise, or be referred to it, by any Member;
- (k) act as arbiter (as required) on all matters pertaining to the conduct of Football in the Region, including disciplinary matters;
- (l) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Football in the Region;
- (m) represent the interests of its Members and of Football generally in any appropriate forum in the Region;
- (n) have regard to the public interest in its operations;
- (o) 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;
- (p) promote the health and safety of Members and all other participants in Football in the Region;
- (q) seek and obtain improved facilities for the enjoyment of Football in the Region; and
- (r) 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 **clause 6** of 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 **clause 5.2** of 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 **Affiliated Members** shall not have the right to be present and to debate at General Meetings, and shall have no right to receive notice of General Meetings or to vote;
- (d) the **Directors**, subject to **clauses 14, 15 and 17.1**, shall have the right to be present and to debate at General Meetings, but have no right to vote; and
- (e) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot 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. APPLICATION FOR MEMBERSHIP

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 Membership by a Club

An application for membership 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 Clubs Annual Re-Application for Membership

- (a) Clubs must re-apply for membership annually with the Company in accordance with the procedures set down by the Company in Regulations from time to time.

- (b) Upon being readmitted as a Member, 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.

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 natural person who is a Member; and
- (c) where applicable, the date of termination of membership of any Member.

Clubs and other 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;
- (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;
- (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 months' notice in writing to the Company of such resignation or withdrawal.
- (b) A Club may not resign 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)** or **(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 9.2** as soon as practicable.

9.3 Discontinuance for failure to re-apply for Membership

Membership of the Company may be discontinued by the Board if a Club has not re-applied for membership with the Company within one month. 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, 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 and/or Football; or
- (iii) brought the Company, 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 Committee to deal with any disciplinary matter referred to it. Such a 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. 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.

13. COMPOSITION OF THE BOARD – DIRECTORS

13.1 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 until removed from office under the terms of this Constitution.

13.2 Number of Directors

There shall be no more than 8 Directors comprised as follows:

- (a) up to 6 Elected Directors, who are to be elected under **clause 14**; and
- (b) up to 2 Appointed Directors, who are to be appointed under **clause 15**

13.3 Club Delegates and Club Officers Excluded from being a Director

A Director cannot also be a Delegate or an officer of a Club (including but not limited to as an Executive committee member or employee).

14. ELECTED DIRECTORS

14.1 Nominations

- (a) Nominations for Elected Director Positions shall be called for forty five (45) 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 and must include sufficient information to satisfy the Core Competencies as per **clause 14.4 (i)**.
- (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 14.2(c)** or if there are insufficient nominees who meet the Core Competencies, then a Club may nominate an individual from the floor at the Annual General Meeting. This position will be determined in accordance with **clause 14.5**.

14.2 Nomination of persons for election as Elected Directors

- (a) Two (2) Members or a Member and a Director may nominate a person to stand for election as an Elected Director (**Proposers**).
- (b) Another Member or Director must second the nomination (**Secunder**).
- (c) A nomination must be in writing and signed by the Proposers and Secunder and the nominee and delivered to the Company by a date and in a form specified by the Directors in any year in which an election of Elected Directors will be held in accordance with this Constitution.
- (d) A person does not have to be a Member to be nominated.
- (e) The nomination must:
 - (i) be accompanied by a statutory declaration made by the nominee confirming that:
 - (A) to the best of his or her knowledge and belief, he or she has not been involved in any activities which could materially interfere with his or her ability to act in the best interests of the Company; and
 - (B) to the best of his or her knowledge and belief, he or she is free from any interest or relationship which could materially interfere with his or her ability to act in the best interests of the Company; and
 - (ii) confirm that the nominee is not a Delegate or an officer of a Club (including but not limited to as an Executive committee member or employee)

14.3 Application of nomination procedure

The requirements of nomination of persons for election as an Elected Director under **clause 14.2** apply to all persons proposing to stand for election or re-election.

14.4 Nominations Committee

- (a) The Directors must, from time to time and for such period as they determine, establish a Nominations Committee comprising:
 - (i) The Chairperson of CCF and a Director of CCF, or two (2) Directors of CCF – but these people cannot be a Proposer or Secunder of the nominee; and
 - (ii) the Presidents of 3 Clubs – but not the President of the Club (if any) associated with the nominee. These 3 Presidents are selected by the Chairperson of the Board.
- (b) The Nominations Committee must consider each candidate for election as an Elected Director (each a **Candidate**) and will assess:
 - (i) the commitment of the Candidate to a strong governance regime for Football in the Region;

- (ii) the commitment of the Candidate to the Company developing policies and strategies for Football generally in the Region;
- (iii) that the Candidate has not been involved in activities which could, or could reasonably be perceived to, materially interfere with the Candidate's ability to act in the best interests of the Company;
- (iv) that the Candidate is free from any interest and any relationship which could, or could reasonably be perceived to, materially interfere with the nominee's ability to act in the best interests of the Company; and
- (v) that the Candidate satisfies the Core Competencies,

and must approve the Candidate as eligible for election as an Elected Director only if that Candidate is supported by at least 3 members of the Nominations Committee. This then means that of the 5 persons on the Nominations Committee, a majority (three) will carry the vote. Written notice of the Nomination Committee's decision must be given to the Secretary by a date specified by the Company.

- (c) The Nominations Committee is not required to provide any reasons for its decisions.
- (d) Unless the Nominations Committee approves a Candidate under **clause 14.4(b)**, the Candidate is not eligible to stand for election as an Elected Director at the next general meeting.
- (e) The Nominations Committee may request the Company to provide or obtain any information that the Nominations Committee requires in respect of a nominee or a person proposed to be elected as an Elected Director.
- (f) All information obtained by the Nominations Committee and all deliberations and records of deliberations are confidential and must not be disclosed to any person who is not a member of the Nominations Committee.
- (g) A quorum consists of all five (5) members of the Nominations Committee present (in person or linked together contemporaneously by telephone or other electronic means) at the meeting of the Nominations Committee.
- (h) A decision made by the Nominations Committee under this **clause 14.4** is final and not subject to challenge.

- (i) For the purposes of **clause 14.4(b)(v)** the **Core Competencies** are that a nominee:
- (1) must possess each of the following:
 - (A) Demonstrated leadership at a senior level in an environment compatible with the requirements of CCF.
 - (B) Demonstrated commitment to strong governance principles and an understanding and appreciation of the duties and responsibilities of the role of Director, demonstrated by relevant education or experience serving on or working with other Boards of Directors;
 - (C) A commitment to and record of ethical behaviour including not having been the subject of an adverse finding or the current subject of an inquiry or investigation by any statutory, regulatory or law enforcement authority or agency including a disciplinary body of any sporting body or the Company relating to any serious ethical matter; and
 - (2) must possess at least one of the following:
 - (A) legal qualifications (LLB or equivalent);
 - (B) accounting/finance qualifications (CA, CPA, CFA or equivalent);
 - (C) in depth knowledge or experience of football through experience as a player, coach or official as determined by the Nominations Committee
 - (D) football administration experience through serving as a club or association president;
 - (E) business experience and/or qualifications (MBA or senior management experience);
 - (G) technology experience and/or qualifications (IT, Technology degree, CIO or equivalent position); or
 - (H) marketing, communications, government relations or public relations experience at a senior level.
- (j) A Candidate who has already served as a Director of the Company after being declared eligible by the Nominations Committee after the procedure set out above has been followed, does not need to be approved by the Nominations Committee and will be deemed to be an eligible Candidate.

14.5 Elections

- (a) If there are insufficient eligible nominations for the number of positions vacant as Elected Directors (as approved by the Nominations Committee under **clause 14.4**) on the Board, the position or positions shall be deemed a casual vacancy under **clause 17.1**.
- (b) A secret ballot for all Elected Director positions shall be held at the Annual General Meeting. To be elected a nominee must receive more than 50% of the eligible votes. The Members eligible to vote will cast one vote of either "Yes" or "No" for each nominee. If there are more nominees than there are vacancies for Elected Directors then the nominees who receive the highest numbers of the votes, as long as they have received more than 50% will be deemed elected. If any nominee fails to receive more than 50% of the vote, then the position is deemed to be vacant and will be treated as a casual vacancy.
- (c) The Board shall seek the services of a reliable neutral person willing to act as the Returning Officer for CCF 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 CCF.
 - (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 CCF.
 - (v) To appoint scrutineers to conduct the ballot.

14.6 Term of Appointment for Elected Directors

- (a) Subject to clause **14.6(c)** Directors elected under this **clause 14** shall be elected for a term of two (2) years.
- (b) Subject to clause **14.6(c)**, and also 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) Despite **clauses 14.6(a)** and **14.6(b)**, at the first Annual general meeting after the adoption of this Constitution three (3) Elected Directors will be elected for a one (1) year term and three (3) Elected Directors for a two year term. The Directors elected for a one (1) year term will be decided by a random drawing of lots conducted by the Returning Officer immediately following the elections at the first annual general meeting after the adoption of this Constitution.
- (d) No Director may serve longer than two (2) years in office without retiring, at which time they may stand for re-election

15. APPOINTED DIRECTORS

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to 2 other persons who are not disqualified under **clause 13.3**, as Appointed Directors.
- (b) Before a person can be appointed as a Director under **clause 15(a)** the person proposed to be appointed as an Appointed Director must deliver to the Company a statutory declaration confirming that, to the best of their knowledge and belief, they are not disqualified from being an Appointed Director by virtue of anything in **clause 14.2(e)** or the Act;
- (c) An Appointed Director holds office for a term of two years or such shorter term as may be determined by the Directors, and is eligible for re-appointment.

16. REMUNERATION OF DIRECTORS

Directors will be paid a fixed fee for each Board meeting which they attend. Initially this fee will be \$200 per board meeting attended, up to a maximum of \$2,400 annually. This amount will be reviewed annually by the Board and may be adjusted as they solely determine. Any adjustments to this fee must then be approved by the Members at the Annual General Meeting before they can be implemented

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

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

17.2 Grounds for Termination of Director

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way 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) consecutive 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
 - (ii) has brought the Company into disrepute;
- (i) is removed by Special Resolution;
- (j) would otherwise be prohibited from being a Director of a company under the *Corporations Act 2001 (Cth)*; or
- (k) ceases to hold office as a Director as a result of 2 consecutive negative results of the ballot procedure referred to in **clause 18**.

17.3 Board May Act

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

18. PERFORMANCE OF EACH DIRECTOR ON AN ON-GOING BASIS

At the end of each period of 4 calendar months (with the first such period calculated from the date of the previous Annual General Meeting) the performance of each Director must be reviewed in the following manner:

- (a) A ballot paper will be distributed to every Director
- (b) That ballot paper will be substantially in the form set out below
- (c) Each Director must cast a vote in relation to each other Director, but not in relation to them self

- (d) The question to be answered by each Director of each other Director is: "Is each Director, in your opinion, making an acceptable contribution to the CCF Board?"
- (e) The criteria which each Director must consider before answering that question is:
- Attendance at Board Meetings
 - Interaction and involvement at Board Meetings
 - Contribution in respect to ensuring the Board is acting on behalf of all Members only, with no bias to any one (or more) particular Member(s)
 - Understanding the role of the Board in respect to strategy planning, governance and due diligence
 - Supporting Board decisions (irrespective of personal opinions) and maintaining Board confidentiality
- (f) The contents of these ballot papers must remain confidential and all ballot papers will be sent to the Auditors of the Company for the purpose of providing a report on the outcome of the voting.
- (g) The CCF Auditor must notify each Director of the results of the ballot in respect of every Director.
- (h) Each Director shall vote on the performance of every other Director. A Director has satisfied the performance review if they have received 50% or more "Yes" votes from those Directors who vote. If a Director receives less than 50% "Yes" votes from those Directors who vote, then that Director has not satisfied the performance review.
- (i) Where a director votes "NO" for another director, they shall provide a reason in the space indicated on the ballot paper or the vote will be deemed invalid and not counted.
- (j) If a Director receives two (2) consecutive negative results that Director ceases to hold office as a Director.
- (k) The Form of the Ballot paper will be:
- I, (Name of Director 1) hereby vote as follows regarding whether the following fellow Directors are performing to what I consider to be an adequate and acceptable level of contribution on the CCF Board. I have come to this conclusion after taking into account the criteria set out in **clause 18(e)** of the Constitution of CCF.

Name	YES	NO	Principle Reason for "NO" Vote
Director 2			
Director 3			
Director 4			
Director 5			
Director 6			
Director 7			
Director 8			

19. MEETINGS OF THE BOARD

19.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and which 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.

19.2 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.

19.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by email, telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the 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 19.3(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 clause 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 terminated or been 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.

19.4 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.

19.5 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.

19.6 Chairperson

- (a) The Chairperson shall preside as chairperson at each meeting of the Board.
- (b) If the Chairperson 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.

19.7 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 in, 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.

19.8 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.

19.9 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.

19.10 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 19.9** 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.

19.11 Recording Disclosures

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

20. 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.

21. DELEGATIONS

21.1 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.

21.2 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.

21.3 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.

21.4 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 19** 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.

21.5 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 as may be specified in the delegation.

21.6 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.

22. 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.

23. SPECIAL GENERAL MEETINGS

23.1 Special General Meetings May be Held

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

23.2 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.

24. 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) day's 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 40**.

25. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(a)**, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than twenty eight (28) days (excluding receiving date and meeting date) prior to the General Meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Company shall be 50% of Clubs represented by their Delegates.

27.2 Chairperson to preside

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

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

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

27.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

27.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a by either show of hands or a secret ballot as determined by the Chairperson.

27.5 Recording of Determinations

A declaration by the chairperson that a resolution has, on a show of hands or a secret ballot, 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 votes recorded in favour of or against the resolution.

28. VOTING AT GENERAL MEETINGS

28.1 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.

28.2 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.

29. PROXY VOTING

There shall be no Proxy voting.

30. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause 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 Company.

31. RECORDS AND ACCOUNTS

31.1 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.

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 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).

31.7 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.

32. 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.

33. INCOME

- 33.1** Income and property of the Company shall be derived from such sources as the Board determines from time to time.
- 33.2** The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 33.3** Except as prescribed in this Constitution or the Act, 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.
- 33.4** Nothing in **clauses 33.2** or **33.3** shall prevent payment in good faith to any individual, Member or third party 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.

34. 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).

35. 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.

36. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

37. REGULATIONS

37.1 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 Objects of the Company and any policy directives of the Board.

37.2 Regulations Binding

All Regulations are binding on the Company and all Members.

37.3 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.

37.4 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.

38. STATUS AND COMPLIANCE OF COMPANY

38.1 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;

38.2 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;
- (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; and
- (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.

39. STATUS AND COMPLIANCE OF CLUBS

39.1 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,
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Company from time to time; and
- (f) have regard to the Objects in any matter of the Club pertaining to Football.

39.2 Club Constitutions

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

39.3 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.

40. 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.

41. 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.

42. 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.