



*Associations Incorporation Act 1985 (SA)*

# **Cumberland United Football Club**

## **Constitution**

**Endorsed October 2013**

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# ASSOCIATIONS INCORPORATION ACT 1985 (SA)

## CONSTITUTION

### CUMBERLAND UNITED FOOTBALL CLUB INCORPORATED

#### 1. NAME OF CLUB

The name of the Club is Cumberland United Football Club Incorporated (hereinafter referred as "the Club").

The name of the football team of the Club shall be "Cumberland United".

The Club shall be supported by the nickname "The Foxes".

The colours of the Club shall be Gold and Green, with alternate colours of Dark Blue and Gold.

The Club premises shall be situated at AA Bailey Reserve, Winona Avenue, Clarence Gardens.

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**"Act"** means the *Associations Incorporation Act 1985 (SA)*.

**"Annual General Meeting"** means the meeting called pursuant to **clause 20**.

**"Child Safe Officer"** this is the title of the person within an organisation whose role is to promote and support children's safety and welfare.

**"Child Safe Policy"** The development of a club Child Safe Policy is important to safeguard and promote the welfare of children in our care and ensure a consistent and best practice approach across the sport.

**"Club Member"** means a registered, financial Member of the Club who is at least 18 years of age under **clause 5.3**.

**"Constitution"** means this Constitution of the Club. The Constitution shall be publically available on the club's website.

**"Committee Member"** means a member of the Executive Committee.

**"Employee"** a person who is financially reimbursed by the club for their services.

**"Executive Committee"** means the body appointed in accordance with these Rules, and includes any member filling a vacancy on the Executive Committee who has been appointed in accordance with these Rules (hereinafter referred as "the Committee").

**"Federation"** means the state governing body of the sport in South Australia being Football Federation of South Australia (FFSA).

**"FFA"** means the governing body of the sport in Australia and is referred to as the FFA.

**“Full Term”** means the period beginning immediately after the last concluded Annual General Meeting and ending at the completion of the Annual General Meeting next occurring.

**“General Meeting”** means the annual or any special general meeting of the Club to which all members are invited.

**“Junior Member”** means a registered Member of the Club who is younger than 18 years of age under **clause 5.4**.

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

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

**“Objects”** mean the Objects of the Club in **clause 3**.

**“Officer”** means a member of the Executive Committee.

**“Playing Member”** means a senior player registered with the Club under **clause 5.6**.

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

**“Social Member”** means a parent/guardian of a Junior Member and/or a person fulfilling a club role under **clause 5.5**.

**“Volunteer”** this title encompasses a broad range of roles within the club. These include but are not limited to, the roles of the coach, team manager, ground stewards and committee members.

## **2.2 Interpretation**

In this Constitution:

- a) a reference to a function includes a reference to a power, authority and duty.
- b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
- c) words importing the singular include the plural and vice versa.
- d) words importing any gender include the other genders.
- e) references to persons include corporations and bodies politic.
- f) references to a person include the legal personal representatives, successors and permitted assigns of that person.
- g) a reference to a statute, ordinance, code or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### **2.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE CLUB**

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

- a) conduct, encourage, promote, advance and administer;
  - i. the playing of football.
  - ii. sportsmanship and good conduct.
  - iii. competitions at all age levels.
  - iv. the continued focus on the family culture of the Club.
  - v. encourage community involvement.
  - vi. provide a social meeting place for community groups.
  - vii. promote a child-safe environment.
- b) to facilitate this by;
  - i. development of coaches.
  - ii. provision of facilities including grounds, amenities, equipment, training aids.
  - iii. raising funds by way of membership fees, donations, sponsorship, grants, fundraising etc.
  - iv. educating club volunteers/employees and implementing a Child Safe Policy.
  - v. appointing a Child Safe Officer.
- c) act, at all times, on behalf of and in the interest of the Members.
- d) affiliate and otherwise liaise with the Federation and/or FFA of which the Club is a Member to and adopt their rule and policy framework to further these Objects.
- e) abide by, promulgate, enforce and secure uniformity in the application of the rules of football.
- f) have regard to the public interest in its operations; and
- g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### 4. POWERS OF THE CLUB

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

#### 5. MEMBERS

##### 5.1 Members

The Members of the Club shall consist of:

- a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings.
- b) Club 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) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.
- d) Social Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings; and
- e) Playing Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

##### 5.2 Life Members

- a) The Committee may recommend that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- b) The Committee may elect as a Life Member a Playing Member who has amassed 200 senior games as a player with Cumberland United Football Club.
- c) A majority vote of those present at the Executive Committee meeting shall be necessary for the election of a Life Member.
- d) A person must accept or reject the Club's resolution to confer life membership. Upon receipt the response shall be minuted in the next Executive Committee meeting. 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.
- e) A Life Member shall be entitled to vote at a General Meeting of the Club and shall be qualified to be a member of the Committee and in all other respects shall be entitled to all benefits and privileges of membership and, in particular, will not be liable for any fees and/or subscriptions.
- f) It is the responsibility of the Life Member to provide updated contact details, where necessary, in writing.
- g) Life membership of the Club may be discontinued by the Committee under **clause 9.2(a)**.

##### 5.3 Club Members

- a) The Committee, on the nomination of a Club Member, may accept any person as a Club Member of the Club.

- b) A person nominated by a Club Member shall have a minimum of three (3) consecutive years involvement with the club as either a Social or Playing Member.
- c) The decision of the Committee shall be decided at the next scheduled Committee meeting.
- d) If a person receives nomination approval by the Committee they shall only become a Club Member upon receipt of their written acceptance and this acceptance shall be minuted at the next Committee meeting. Written acceptance is defined as a letter or electronic email.
- e) A person who is accepted by the Committee, pursuant to this sub-rule, shall be entitled to all the benefits and privileges of membership and shall have the right to be elected as a member of the Committee and to exercise the full rights and powers of a member of that Committee.
- f) The person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Club Member.
- g) The Annual Membership fee for Club Members shall be decided at the Annual General Meeting and payment shall be made prior to commencement of the playing season and provided to the Club Treasurer.
- h) It is the responsibility of the Club Member to provide updated contact details, where necessary, in writing.
- i) Club membership of the Club may be discontinued by the Committee under **clause 9.2(a)**.

#### **5.4 Junior Members**

- a) A Junior Member is a person under 18 years of age who has financially registered as a player of the Club.
- b) Junior membership of the Club may be discontinued by the Committee under **clause 9.2(a)**.

#### **5.5 Social Members**

- a) A Social Member is a parent/guardian of a Junior Member. The parent/guardian shall be nominated on the registration forms.
- b) A Social Member is a person that fulfils a Club role, including Coaches, Assistant Coaches and Team Managers. Coaches shall provide notification of assistant coaches and team managers upon request by the Club.
- c) Social Members shall not be liable for any fees and/or subscriptions.
- d) Social Members shall be provided with an annual family season pass allowing entry to all senior home games.
- e) Social membership of the Club may be discontinued by the Committee under **clause 9.2(a)**.

#### **5.6 Playing Members**

- a) A Playing Member is a person over 18 years of age who has financially registered as a player of the Club.

- b) Playing membership of the Club may be discontinued by the Committee under **clause 9.2(a)**.

## **6. MEMBERSHIP APPLICATION**

### **6.1 Application for Club Membership**

An application for Club membership must be:

- a) in writing on a Club Member nomination form as approved by the Club.
- b) the nomination form must be signed by one Club Member and seconded by another Club Member.
- c) the nomination form must be signed by the applicant and shall contain all the requested information.
- d) the nomination shall be provided to the Committee secretary; and shall be
- e) accompanied by the full Club membership fee.

### **6.2 Discretion to Accept or Reject Club Member Application**

- a) The Committee shall consider the Club Member application at the next Committee meeting.
- b) The Committee shall vote on the acceptance of the Club Member application.
- c) Where voting is equal the motion will be lost.
- d) The Committee may accept or reject an application whether the applicant has complied with the requirements in **clause 5.3(b)** or not. The Committee shall not be required or compelled to provide any reason for such acceptance or rejection.
- e) Where the Committee approves an application the applicant shall become a Club Member. Membership shall be deemed to commence upon acceptance of the application by the Committee.
- f) The Register shall be amended accordingly as soon as practicable.
- g) Where the Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Committee.
- h) Where the Committee approves an application the membership period shall conclude at the completion of the next Annual General Meeting.
- i) Standard Club membership period shall commence at the conclusion of the Annual General Meeting and conclude at the end of the next Annual General Meeting.

### **6.3 Renewal**

Club Members shall renew their membership annually under **clause 11**.

### **6.4 Deemed Membership**

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



- b) Any Club Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Club Members under **clause 6.4(a)**, shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **7. REGISTER OF MEMBERS**

### **7.1 Club to Keep Register**

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

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

Club Members shall provide notice of any change and required details to the Committee within twenty-one (21) days of such change.

The Committee shall nominate the person who shall perform the duties of club registrar.

The nominated person shall update the registrar twenty-one (21) days prior to the Annual General Meeting pursuant to **clause 20**.

### **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 Club Member, shall be available for inspection (but not copying) by Club Members, upon reasonable request to the Committee.

### **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 Committee considers appropriate.

## **8. EFFECT OF MEMBERSHIP**

Club Members acknowledge and agree that:

- a) this Constitution forms a contract between each of them and the Club 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 Committee or other entity with delegated authority;
- c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club.
- d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football; and
- e) they are entitled to all benefits, advantages, privileges and services of Club membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- a) A Club Member may resign or withdraw from membership of the Club by giving twenty-one (21) days' notice in writing to the Club.
- b) Once the Club receives a notice of resignation of membership, given under **clause 9.1(a)**, the club registrar must make an entry in the Register that records the date on which the Club Member ceased to be a Club Member.

### **9.2 Discontinuance for Breach**

- a) Membership of the Club may be discontinued by the Committee 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 Club, bringing the club or game into disrepute by any means, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee.
- b) Membership shall not be discontinued by the Committee under **clause 9.2(a)** without the Committee first giving the accused Club Member the opportunity to explain the breach and/or remedy the breach, to the satisfaction of the Committee.
- c) The Club Member shall provide a written response within seven (7) working days of the Committee providing notice.
- d) Where a Club Member fails, in the Committee's view to adequately explain the breach that Club Member's membership shall be discontinued under **clause 9.2(a)** by the Committee giving written notice of the discontinuance to the Club Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

### **9.3 Member to Re-Apply**

A Club Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

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

### **9.4 Forfeiture of Rights**

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

### **9.5 Membership may be Reinstated**

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

### **9.6 Refund of Membership Fees**

Upon request membership fees paid by the Club Member may be refunded by the Committee upon discontinuance.

## 10. DISCIPLINE AND RIGHT OF APPEAL OF MEMBERS

### 10.1 Disciplining of Members

- a) The Committee may commence or cause to be commenced disciplinary proceedings against a Member who, as determined by the Committee, 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 Committee or any duly authorised Committee.
  - ii. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or football; or
  - iii. brought the Club, any other Member or football into disrepute.
- b) The Committee shall provide cause notice of complaint to the Member concerned; and
  - i. give the Member seven (7) working days, from the time the notice is served, within which to make submissions to the Committee in connection with the complaint, and
  - ii. convene a meeting of the Committee, or any duly authorised committee, to be held within fourteen (14) days after the date on which the Committee received the Member's response submission.
- c) The Committee, or any duly authorised committee, after considering the complaint and any submissions made in connection with the complaint, is satisfied that the facts alleged in the complaint have been proved, may
  - i. discontinue membership under **clause 9.2(c)**, or
  - ii. suspend the Member from Membership of the Club.
- d) The Committee shall, within seven (7) working days of the complaint decision, cause written notice to be given to the Member of the decision made, any action taken, and the reasons given for having taken that action and of the Member's right of appeal.
- e) The discontinuation or suspension does not take into effect:
  - i. until the expiration of the period within which the Member is entitled to appeal against the resolution concerned, or
  - ii. if within that period the Member exercises the right of appeal, unless and until the Club confirms the resolution, whichever is the later.

### 10.2 Right of Appeal of Disciplined Member

- a) a disciplined Member may appeal to the Club against a resolution of the Committee within seven (7) working days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to the effect.
- b) the notice is to be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- c) on receipt of a notice from a Member the Secretary must notify the Committee and convene a meeting to be held with fourteen (14) working days after the date on which the Secretary received the notice. The Committee shall appoint an Appeals Committee

to address the right of appeal, giving consideration to the inclusion of independent persons.

- d) at the meeting of the Appeals Committee
  - i. no business other than the question of the appeal is to be transacted, and
  - ii. the Committee and the Member shall be given the opportunity to state their respective cases orally or in writing, or both, and
  - iii. the Appeals Committee will vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- c) The decision of the Appeals Committee is final.

## **11. SUBSCRIPTIONS AND FEES**

- a) The Annual Membership subscription (if any) and any fees or other levies payable by Club Members to the Club and the time for and manner of payment shall be as determined by the Committee elected at the Annual General Meeting.
- b) This Committee is empowered to adjust the previously set Annual Membership fee.
- c) This Committee is empowered to adjust the previously set Junior and Playing Member fees to be included with player registration.
- d) This Committee shall notify the Club Members of the Annual Membership fee and the payment period.
- e) The Annual Membership fee shall be paid to the Club Treasurer on or before such date as determined by the Committee.
- f) Any Club Member required to pay an Annual Membership fee who has failed to do so by the prescribed date may in the absolute discretion of the Committee be denied the privileges of membership.
- g) Any Junior or Playing Member required to pay an Annual Membership fee who has failed to do so by the prescribed date may in the absolute discretion of the Committee be denied the privileges of membership.

On payment of the Annual Membership fee the applicant is:

- a) deemed to be a member of the Club for the Full Term, provided that any act performed prior to such payment being received is deemed not to have been performed in the applicant's capacity as a member of the Club.
- b) subject to this Constitution, only the Club Member shall be entitled to one vote at a General Meeting of the Club.
- c) not entitled to transfer the Club Member entitlement to vote by proxy or otherwise; and
- d) upon request entitled to obtain from the Secretary a copy of this Constitution.

## **12. EXISTING COMMITTEE MEMBERS**

The Members of the Committee of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the conclusion of the next Annual General Meeting following such adoption of this Constitution. After this General

Meeting the positions of Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution under **clause 15.4**.

### **13. POWERS OF THE COMMITTEE**

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. In particular, the Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

### **14. COMPOSITION OF THE EXECUTIVE COMMITTEE**

#### **14.1 Composition of the Executive Committee**

- a) a maximum of eleven (11) Committee Members shall be elected under **clause 15**,
- b) the Committee shall include a President, Secretary, Treasurer.
- c) each Committee Member shall be entitled to one vote when voting is required.

#### **14.2 Election and Appointment of Committee Members**

- a) The elected Committee Member shall be elected under **clause 15**.
- b) The appointed Committee may be appointed under **clause 16**.
- c) The Committee shall be elected annually at the Annual General Meeting.
- d) The elected Committee shall appoint a President, Secretary and Treasurer at the conclusion of the Annual General Meeting.
- e) Voting by the elected Committee shall decide any disputed positions.

#### **14.3 Portfolios**

The Committee shall allocate portfolios to the Committee Members.

Committee Members shall be responsible for the formation of sub committees as deemed necessary by the Committee.

### **15. ELECTED COMMITTEE MEMBERS**

#### **15.1 Nomination for Executive Committee**

- a) Nominations for elected Executive Committee positions shall be called for twenty-one (21) days prior to the Annual General Meeting.
- b) A call for nominations shall be advertised on the Club website along with notification of the delivery process.
- c) Nominations shall be advertised on the Club notice board, or similar.
- d) Nominations shall only be advertised if a Committee position becomes vacant.
- e) A nomination form shall be available on the Club website.
- f) The nominee must be a Club Member.

## 15.2 Form of Nomination for Committee Member

Nominations must be:

- a) in writing;
- b) on the prescribed form provided for that purpose;
- c) signed by two Club Members;
- d) certified by the nominee expressing their willingness to accept the position for which they have nominated; and
- e) delivered to the Club not less than fourteen (14) days before the date fixed for the Annual General Meeting. Delivery shall be provided to the Committee secretary, either in person or via email.

## 15.3 Elections

- a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected only if approved by the majority of Club Members entitled to vote and present at the Annual General Meeting.
- b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Club Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.
- c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared by containing the names of the candidates in alphabetical order.
- d) Voting shall be conducted at the Annual General Meeting under **clause 26** or in such a manner and by such a method as determined by the Committee.

## 15.4 Term of Appointment for Elected Committee Members

- a) Committee Members elected under **clause 15** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, elected Committee shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the election at the Annual General Meeting following.
- b) Committee Members shall retire after two (2) years and renominate for an Executive Committee position under **clause 15.2**.
- c) Following the adoption of this Constitution existing Committee Members shall be subject to **clause 15.4(b)**.
- d) A Club Member appointed by the Committee during the year to fill any vacancy on the Committee shall retire at the Annual General Meeting next after their appointment.

## **16. VACANCIES ON THE EXECUTIVE COMMITTEE**

### **16.1 Casual Vacancy**

The Committee Members may at any time appoint a Club Member to be a Committee member to fill a casual vacancy.

The term of any casual vacancy shall terminate at the next Annual General Meeting under **clause 15.4(d)**.

### **16.2 Grounds for Termination of Committee Member**

A Committee vacancy shall occur if a Committee Member:

- a) dies;
- b) 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;
- c) resigns office in writing to the Club;
- d) is absent without the consent of the Committee for three (3) consecutive meetings of the Committee;
- e) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- f) in the opinion of the Committee (but subject always to this Constitution);
- g) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
- h) has brought the Club into disrepute, as determined by the Committee;
- i) has not fulfilled their portfolio duties as a Committee Member, as determined by the Committee;
- j) is the subject of a resolution passed by a general meeting of members terminating his or her appointment as a Committee Member; or
- k) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth.)*.

### **16.3 Executive Committee May Act**

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

## **17. MEETINGS OF THE EXECUTIVE COMMITTEE**

### **17.1 Committee to Meet**

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business. Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Committee within reasonable time.

## **17.2 Decisions of the Committee**

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

A quorum, under **clause 17.3**, of Committee Members shall be present for a decision of the Committee.

All Committee Members shall have one vote on any question.

Where voting is equal the motion will be lost.

## **17.3 Quorum**

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is calculated by dividing the number of elected Committee Members in half and:

- a) "rounding up" when there is an odd number, or
- b) "adding one" for an even number.

## **17.4 Notice of Committee Meetings**

Unless all Committee Members agree to hold a meeting at short notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member prior to such meeting by the Secretary.

## **17.5 Chairperson**

The Committee shall appoint a chairperson from among its number. The chairperson may be the President or any Committee member as agreed upon by the Committee Members. The chairperson shall be the nominal head of the Club and will act as chair of any Committee meeting or General Meeting at which he/she is present. If the chairperson is not present, or is unwilling or unable to preside at a Committee meeting the remaining Committee Members shall appoint another Committee Member to preside as chair for that meeting only.

## **17.6 Conflict of Interest**

A Committee Member shall declare his/her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He/she shall, unless otherwise determined by the Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee Member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

## **17.7 Disclosure of Interests**

- a) The nature of the interest of a Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Committee at the next meeting of the Committee. If a Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee Member becomes interested.



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

### **17.8 General Disclosure**

A general notice stating that a Committee Member is a Member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 17.7**. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

### **17.9 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 17.6, 17.7 and/or 17.8** must be recorded in the minutes of the relevant meeting.

## **18. DELEGATIONS**

### **18.1 Committee May Delegate Functions**

The Committee may establish or appoint sub committees, individual officers and/or consultants to carry out specific duties and functions.

The Committee will determine what powers these committees are given and may outline roles and responsibilities for these sub committees. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

Committee delegations must be formally provided and recorded in the minutes of the Committee.

### **18.2 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 Committee under **clause 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Committee.

### **18.3 Delegation May Be Conditional**

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

### **18.4 Revocation of Delegation**

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

Committee revocation of delegations shall be recorded in the minutes of the Committee.

## **19. ANNUAL GENERAL MEETING**

- a) The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee.

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

## **20. SPECIAL GENERAL MEETINGS**

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

The Committee may, whenever it thinks fit, convene a Special General Meeting.

### **20.2 Requisition of Special General Meetings**

- a) The secretary will convene a Special General Meeting when ten per cent of Club Members (no less) submit a requisition in writing.
- b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Club Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Club Members making the requisition.
- c) If the Committee does not cause a Special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Club Members making the requisition, or any of them, may convene a Special General Meeting to be held no later than three months after that date.
- d) A Special General Meeting convened by Club Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

## **21. NOTICE OF GENERAL MEETING**

- a) The Committee shall agree on a place, day and hour of the General Meeting prior to notice.
- b) Notice of every General Meeting shall be given to every Life Member and Club Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. No other person shall be entitled, as of right, to receive notices of General Meetings.
- c) The Committee shall consider the entitlement of the auditor to receive notice of a General Meeting.
- d) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- e) At least fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - i. the agenda for the meeting; and
  - ii. any notice of motion received from Members entitled to vote.
- f) Notice of every general meeting shall be given in the manner authorised in **clause 35**.

## **22. BUSINESS**

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

- b) All business that is transacted at a General Meeting, with the exception of those matters set down in **clause 22(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.

## **23. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than twenty-one (21) days (excluding receiving date and meeting date) prior to the general meeting.

## **24. PROCEEDINGS AT GENERAL MEETINGS**

### **24.1 Quorum**

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be a minimum of nine (9) of voting Members.

### **24.2 Chairperson to Preside**

The chairperson of the Committee 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 Committee Member to preside as chairperson for that meeting only.

### **24.3 Adjournment of Meeting**

- a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) Except as provided in **clause 24.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **24.4 Voting Procedure**

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

- a) the chairperson; or

b) a simple majority of the voting Members.

#### **24.5 Recording of Determinations**

Unless a ballot is demanded under **clause 24.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

#### **24.6 Where Ballot Demanded**

If a ballot is duly demanded under **clause 24.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the ballot shall be the resolution of the meeting.

#### **24.7 Executive Committee Ballot Procedure**

A ballot vote shall be held if nominations for the Committee exceed the number of vacancies to be filled under **clause 15.3(c)**.

The ballot shall be scheduled as one of the last items on the agenda and the elected Executive Committee shall be recorded in the minutes and announced prior to the completion of the Annual General Meeting.

At the Annual General Meeting the secretary shall provide voting papers with the names of the candidates.

Nominees shall be given the opportunity to speak to the Club Members prior to a ballot.

Nominees shall not speak for more than three (3) minutes when addressing the Club Members.

Voting shall be conducted under the Preferential Voting System as used in Australia, refer Electoral Council of Australia.

Only formal votes, correctly completed, shall be included, all informal votes shall be set aside and not included in the counting process. The formal votes are counted according to the first, number "1", preference given by voters. The candidate with the lowest number of first preference votes shall be excluded and their votes shall be distributed to the remaining candidates according to the next available preference, number "2" preference, and so on until the number of vacancies are filled.

The chairperson shall outline this ballot procedure to members prior to the commencement of voting.

The secretary shall oversee the voting process and provide the result to the chairperson. The chairperson shall select an independent person to assist the secretary in the voting process.

### **25. VOTING AT GENERAL MEETINGS**

#### **25.1 Members Entitled to Vote**

Members under **clause 5.1** shall be entitled to one vote at General Meetings.

#### **25.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal the motion will be lost.

### **25.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings unless determined by the Committee.

### **25.4 Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Committee. If the Committee so determines, the postal ballot shall be conducted under the procedures set by the Committee from time to time.

## **26. GRIEVANCE PROCEDURE**

- a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - i. another Member; or
  - ii. the Club.
- b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- c) If the parties are unable to resolve the dispute the Committee, or a delegated sub-committee, shall rule on the matter.

## **27. RECORDS AND ACCOUNTS**

### **27.1 Records**

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

### **27.2 Records Kept in Accordance**

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

### **27.3 Committee to Submit Accounts**

The Committee shall submit the Club's statements of account to the Members at the Annual General Meeting.

### **27.4 Accounts Conclusive**

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

### **27.5 Accounts provided to Members**

The Secretary shall provide a copy of the statements of account, the Committee's report, the auditor's report and every other document required under the Act (if any) at the Annual General Meeting in accordance with this Constitution,

## **27.6 Negotiable Instruments**

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

## **28. AUDITOR**

- a) When an audit is required a properly qualified auditor or auditors shall be appointed by the Committee. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.
- b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at a period determined by the Committee.

## **29. INCOME**

**29.1** Income and property of the Club shall be derived from such sources as the Committee determines from time to time.

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

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

- a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
- b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

**29.4** Payment in good faith of or to any Member can be made for:

- a) any services actually rendered to the Club whether as an employee, Committee Member or otherwise
- b) goods supplied to the Club in the ordinary and usual course of operation
- c) interest on money borrowed from any Member
- d) rent for premises demised or let by any Member to the Club; or
- e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 29.2** or **29.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

## **30. WINDING UP**

- a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- b) The liability of the Members of the Club is limited.

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

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

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

### **32. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special General Meeting.

### **33. REGULATIONS**

#### **33.1 Committee to Formulate Regulations**

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

#### **33.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **33.3 Regulations Deemed Applicable**

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

#### **33.4 Notice Binding on Members**

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

### **34. STATUS AND COMPLIANCE OF CLUB**

#### **34.1 Recognition of Club**

The Club is a Member of the regional and/or state bodies for football and is recognised by those bodies as the entity responsible for the delivery of football in the local area and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer football in the local area in accordance with the Objects.

### **34.2 Constitution of the Club**

This Constitution shall clearly reflect the Objects of the region and state bodies for football.

### **34.3 Region and Federation**

The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by Special General Meeting.

## **35. NOTICE**

- a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.
- b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

## **36. INDEMNITY**

- a) Every Committee Member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- b) The Club shall indemnify its Committee Members and employees against all damages and losses (including legal costs) for which any such Committee Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
  - i. in the case of a Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
  - ii. in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.