Constitution of Oran Park Rovers FC Inc
INC1400032

An incorporated association

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Constitution of Oran Park Rovers FC Inc

1 NAME OF CLUB

The name of the Club, being an incorporated association based in New South Wales, is Oran Park Rovers FC.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this constitution unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 2009* (NSW).

"Adoption Date" has the meaning ascribed to that term in clause 2.5(1).

"Annual General Meeting" means the annual general meeting of the Club held in accordance with clause 19 and the Act.

"Club" means Oran Park Rovers FC Inc (registration number 1400032).

"Committee" means any subcommittee established by the Executive Committee from time to time in accordance with clause 18.

"Constitution" means this constitution of the Club, as amended from time to time.

"Executive Committee" means the body consisting of the Executive Committee Members of the Club.

"Executive Committee Member" means a member of the Executive Committee, being a "committee member" (as defined in the Act) appointed in accordance with this constitution.

"Expulsion Ground" exists if a Member:

(a) breaches:

(i) this constitution or Regulations;

(ii) MFA's, FNSW's or FA's constitution, by-laws, regulations, policies or directives;

(iii) FIFA Laws of the Game;

(b) wilfully disobeys the rules or instructions of the Club;

(c) engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Club, its character or interests or the sport of football generally;

(d) brings the sport of football or the Club into disrepute; and/or

(e) is not a fit and proper person or entity to be a Member of the Club as determined at the absolute discretion of the Executive Committee.

"FA" means the Football Australia Limited (ABN 28 106 478 068), Australia's football governing body.

"Fees" means any fees, subscription or other charges, levies or other amounts imposed by the Club and payable by the Members pursuant to this constitution, including under any Regulation.

"FIFA" means the Federation Internationale de Football Association, the world's football governing body.

"Financial Year" means a twelve (12) calendar month period commencing on 1 October and ending on 30 September in the following year.

"FNSW" means Football NSW Limited (ABN 25 003 215 923), the state's football governing body.

"General Meeting" means any Annual General Meeting or Special General Meeting.

"Intellectual Property" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

"Life Member" means an individual appointed as a Life Member of the Club under clause 5.4.

"Member" means a member for the time being of the Club under clause 5.

"Members Register" means a register of Members kept and maintained in accordance with clause 7.

"MFA" means Macarthur Football Association Inc (ABN 82 138 352 399). In the event that the MFA merges or amalgamates or converts into any form of company or other body corporate, the merged or succeeding entity (as the case may be).

"Objects" means the objects of the Club in clause 3.

"Ordinary Resolution" means a resolution passed by greater than 50% of votes cast by the Members present and entitled to vote in the resolution at a General Meeting.

"Regulations" means any regulations made or adopted by the Executive Committee under clause 28, as amended from time to time.

"Special General Meeting" means a special general meeting of the Club held in accordance with clause 20 (and not being an Annual General Meeting).

"Special Resolution" means a special resolution passed by at least 75% of votes cast by the Members present and entitled to vote in the resolution at a General Meeting or such higher percentage if required under the Act.

2.2 Interpretation

(1) 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) the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(f) references to persons include corporations and bodies politic;

(g) references to a person include the legal personal representatives, successors and permitted assigns of that person;

(h) headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this constitution;

(i) 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

(j) a reference to "writing" will, 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) Any question or issue relating to the interpretation of this constitution will be decided by the Executive Committee.

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 will 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. To the fullest extent permitted at law, the model constitution contained in the *Associations Incorporation Regulation 2016* (NSW) is expressly displaced by this constitution.

2.5 Commencement of this constitution

(1) This constitution will commence on the later of the date:

(a) this constitution is approved and adopted by the then current members of the Club; or

(b) this constitution is registered pursuant to section 14 of the Act.

(**Adoption Date**).

(2) On the Adoption Date, the previous constitution will cease to apply.

2.6 Jurisdiction

The jurisdiction of the Club and all powers given to it under this constitution (including in connection with any Regulation) will extend to the following:

(1) The Members;

(2) teams, players, coaches, office holders, match officials, participants, spectators and any other person in any way involved with, or connected to, the Club;

(3) any other person involved with the administration, management or organisation of the Club (whether paid or unpaid) including employees and volunteers; and

(4) referees and assistant referees (who are not members of an official organisation of referees servicing with the Club), match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by the Club to assume responsibility in connection with a football match or competition associated with the Club.

3 OBJECTS OF THE CLUB

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

(1) participate as a member of MFA so football can be conducted, encouraged, promoted, advanced and administered;

(2) conduct, encourage, promote, advance and administer football;

(3) ensure the maintenance and enhancement of the Club, the MFA, FNSW, the FA, the Members and football, along with its standards, quality and reputation for the benefit of the Members and football;

(4) at all times promote mutual trust and confidence between the Club, the MFA, FNSW, the FFA and the Members in pursuit of these Objects;

(5) at all times act on behalf of, and in the interest of, the Members;

(6) to provide a regulatory, disciplinary and governance regime for football participants;

(7) promote the economic and community service for success, strength and stability of the Club, the Members and football;

(8) affiliate and otherwise liaise with MFA and FNSW to further these Objects and football;

(9) apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;

(10) strive for government, commercial and public recognition of the Club;

(11) abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by MFA, FNSW, FA and FIFA and as may be necessary for the management and control of football and related activities;

(12) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the Club and these Objects;

(13) adopt and implement such policies as may be developed by the MFA, FNSW and FA, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in football;

(14) represent the interests of its Members and of football generally in any appropriate forum;

(15) 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;

(16) promote the health and safety of Members; and

(17) 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 19 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5 MEMBERS

5.1 Categories of Members

The Members of the Club comprise the following:

(1) Ordinary Members;

(2) Junior Members;

(3) Life Members;

(4) Such new or other categories of Members as may be established by the Executive Committee from time to time. Any new category of Member proposed to be established by the Executive Committee cannot be granted voting rights without a Special Resolution of the Members in a Special General Meeting.

5.2 Ordinary Members

(1) A person is qualified to be an **Ordinary Member** of the Club if that person:

(a) is a natural person;

(b) has attained the age of eighteen (18) years; and

(c) is a player, coach or manager within the Club.

(2) An Ordinary Member has the right to:

(a) receive notice of, and attend, a General Meeting;

(b) vote at a General Meeting; and

(c) exercise one (1) vote at any General Meeting.

5.3 Junior Members

(1) A person is qualified to be a **Junior Member** of the Club if that person:

(a) is a natural person;

(b) has not attained the age of eighteen (18) years; and

(c) is a player, coach or manager within the Club.

(2) A Junior Member has no right to:

(a) receive notice of, or attend, a General Meeting; or

(b) vote at a General Meeting.

5.4 Life Members

(1) Subject to clause 5.5, a person is qualified to be a **Life Member** of the Club if that person:

(a) is a natural person; and

(b) has attained the age of eighteen (18) years.

(2) A Life Member:

(a) has the right to receive notice of, and attend, a General Meeting;

(b) has the right to vote at a General Meeting;

(c) is entitled to exercise one (1) vote at any General Meeting;

(d) has the right to remain a Life Member until they die, resign their life membership or are expelled from membership pursuant to this constitution; and

(e) has no obligation, and may not be required, to pay any subscription or other amount to retain their membership.

5.5 Life Member appointment

(1) The Executive Committee may recommend to the Members at an Annual General Meeting that any natural person who has rendered distinguished voluntary service to the Club and where such service is deemed to have assisted the advancement of the Club, be appointed as a Life Member.

(2) No more than one (1) natural person may be recommended to be appointed as a Life Member at each Annual General Meeting.

(3) A resolution of the Executive Committee at the Annual General Meeting to confer, and approve, life membership on the recommendation of the Executive Committee must be a Special Resolution.

(4) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details must be entered in the Members Register, and from the time of entry on the Members Register the person will become a Life Member.

6 MEMBERSHIP APPLICATIONS

6.1 Application for membership

An application to become a Member (other than a Life Member) must be:

(1) in writing on the form prescribed from time to time by the Executive Committee (if any), from the applicant or its nominated representative and lodged with the Club;

(2) accompanied by the appropriate fee and such other documents and information requested by the Executive Committee (if any); and

(3) lodged with the Club by the time requested by the Executive Committee (or as extended, if applicable).

6.2 Discretion to accept or reject application

(1) The Executive Committee will consider any application to become a Member at the next meeting of the Executive Committee after the receipt of the application in the prescribed form. The Executive Committee will at that meeting decide whether to accept or reject the application.

(2) Where the Executive Committee accepts an application, the applicant will, become a Member of the relevant class. Membership will be deemed to commence upon acceptance of the application by the Club. The Executive Committee will amend the Members Register accordingly as soon as practicable.

(3) The Executive Committee may, in their absolute sole discretion, choose to reject an application.

6.3 Membership renewal

All Members (with the exception of Life Members) must re-apply annually with the Club in accordance with the procedures advised by the Executive Committee from time to time. The Executive Committee may accept or reject an application for renewal at its absolute discretion.

6.4 Subscriptions and Fees

The annual membership subscription (if any) and any other Fees payable by Members to the Club, the time for and manner of payment, will be as determined by the Executive Committee from time to time.

6.5 Failure to pay the Fees

(1) If a Member does not pay their Fees by the due date for payment then the Executive Committee is entitled (but not obliged) to stay a Member's voting rights under this constitution, while any payment of that Member's Fees remains outstanding.

(2) Clause 6.5(1) does not limit the rights or remedies available to the Executive Committee and the Club.

6.6 Patrons

The Club at its Annual General Meeting may, appoint annually on the recommendation of the Executive Committee any number of patrons as it considers necessary, subject to approval of that person or persons. Any patrons of the Club:

(1) prior to the adoption of this constitution remain patrons of the Club; and

(2) will not be entitled to receive notice of, or vote at, General Meetings.

6.7 Deemed membership

(1) All Members who are, prior to the approval of this constitution under the Act, Members of the Club, will continue being Members from the time of approval of this constitution under the Act, and in accordance with this constitution.

(2) All Members must provide the Club with such details as are reasonably required by the Club under this constitution.

7 REGISTERS

7.1 Club to keep Members Register

(1) The Club will keep and maintain a **Members Register** which will contain, as a minimum, the following details:

(a) The full name, postal address, email address and date of entry to membership of each Member.

(b) The category of membership of the relevant Member.

(c) Where applicable, the date of termination of membership of any Member.

(2) Members must provide to the Club notice of any change in their details within one (1) month of such change occurring.

7.2 Club to keep Executive Committee Register

(1) The Club will keep and maintain an **Executive Committee Register** which will contain, as a minimum, the following details:

(a) The full name, residential address and date of birth of each Executive Committee Member.

(b) The date on which the Executive Committee Member took office.

(c) The date on which the Executive Committee Member vacated, or was removed from, his or her position.

(2) The Executive Committee Members must provide to the Club notice of any change in their details within one (1) month of such change occurring.

7.3 Inspection of Registers

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

(2) A Member must not use information about a person obtained from the Registers to contact or send material to the person, other than for:

(a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Club or other material relating to the Club, or

(b) any other purpose necessary to comply with a requirement of the Act.

(3) If the Registers are kept in electronic form it must be convertible into hard copy.

7.4 Use of Registers

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

8 EFFECT OF MEMBERSHIP

8.1 Effect

The Members acknowledge and agree that:

(1) this constitution constitutes a contract between each of them and the Club and that they are bound by this constitution and the Regulations;

(2) they must comply with and observe this constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Executive Committee or other entity with delegated authority of the Executive Committee;

(3) they submit exclusively to the jurisdiction of the internal grievance resolution procedures of the Club, MFA, FNSW and FA in relation to any disputes and/or grievances between the Club and Members pursuant to this constitution and the Regulations and the MFA, FNSW and FFA constitutions, bylaws, statutes and regulations;

(4) they will comply with, and are bound by, any applicable policies, regulations and grievance and disciplinary procedures of the MFA from time to time;

(5) they will not attempt to resolve any grievance or dispute with the Club or any other Member in a court of law or tribunal or any other governmental or regulatory authority unless and until they have exhausted all such procedures with the Club, the MFA and FNSW;

(6) this constitution and the Regulations are necessary and reasonable for promoting the Objects; and

(7) subject to the terms of this constitution, they are entitled to all benefits, advantages, privileges and services of Club membership.

8.2 Rights not capable of being transferred

A right, privilege or obligation which a person has by reason of being a Member of the Club:

(1) is not capable of being transferred or transmitted to another person, and

(2) terminates on cessation of the person's membership.

8.3 Resolution of disputes

(1) A dispute between a Member and another Member (in their capacity as Members) of the Club will be heard, resolved and determined by the Executive Committee whose decision will be final and binding on the relevant Members.

(2) A dispute between a Member or Members (on the one hand) and the Club (on the other) may, at the discretion of the Executive Committee, be referred to the MFA to be heard, resolved and determined by the MFA and whose decision will be final and binding on the relevant persons. If:

(a) the MFA refuses to hear the dispute, then the matter must be referred to FNSW; and

(b) FNSW refuses to hear the dispute, then the dispute must referred to a Community Justice Centre for mediation under the Community Justice Centres Act 1983 . If a dispute is not resolved by mediation within three (3) months of

the referral to a Community Justice Centre, the dispute is to be referred to arbitration. (3) The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

9 DISCONTINUANCE OF MEMBERSHIP

9.1 Cessation of membership

(1) A Member ceases to be a Member:

(a) on resignation of their membership of the Club at any time by giving notice in writing to the Club;

(b) if they are expelled pursuant to this constitution or any Regulations; or

(c) if they fail to renew their membership in accordance with this constitution.

(2) If a Member ceases to be a Member pursuant clause 9.1(1), they must still pay:

(a) any Fees due and unpaid at the date of cessation of their membership; and

(b) any other amount for which they may become liable under this constitution.

(3) Unless otherwise decided by the Executive Committee at its absolute discretion, if a Member ceases to be a Member, they are not entitled to a refund of any money paid by them to the Club prior to the cessation of their membership.

(4) To the fullest extent permitted by law, a Member whose membership ceases has no claim in their capacity as a Member or former member of the Club against the Club or any other representative of the Club for damages or otherwise.

9.2 Discontinuance for breach

(1) The Executive Committee may consider whether to expel or suspend a Member (**Subject Member**) if:

(a) a person makes a complaint to the Executive Committee to the effect that an Expulsion Ground exists for the Subject Member; or

(b) the Executive Committee considers, in its absolute discretion, that there is an arguable case that an Expulsion Ground exists for the Subject Member.

(2) If the Executive Committee proposes to consider whether to expel or suspend a Subject Member, the Executive Committee must ensure that the Subject Member is given at least fourteen (14) days' notice setting out:

(a) the details of the alleged Expulsion Grounds; and

(b) the date, time and venue for the hearing at which the disciplinary proceedings will be heard.

(3) The Subject Member given notice under clause 9.1(2) may:

(a) give the Executive Committee written submissions;

(b) attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer or other third party professional); or

(c) do both of the above.

(4) At the hearing convened by the Executive Committee (not being earlier than the period stated in clause 9.2(1)):

(a) the Subject Member may not be accompanied by a legal practitioner or other third party professional;

(b) the Executive Committee:

(i) must consider any submissions made by the Subject Member under clause 9.2(3);

(ii) is not bound by the rules of evidence; and

(iii) may resolve to:

(A) expel the Subject Member from the Club or suspend the Subject Member for a specified period and on such terms and conditions it deems fit (**Disciplinary Decision**); or

(B) not take any further action,

(iv) must notify the Subject Member of the decision of the Executive Committee as soon as reasonably practicable after the hearing concludes (**Decision Notification**).

9.3 Appeal of Disciplinary Decision

(1) The Subject Member may appeal the Disciplinary Decision no later than seven (7) days after the Decision Notification is issued by the Executive Committee by completing any necessary appeals application form and returning it to the Club (together with any fees prescribed by the Executive Committee) (**Appeal Notification**).

(2) If an Appeal Notification is validly lodged by the Subject Member, then:

(a) the Executive Committee must cause to be convened a Special General Meeting as soon as reasonably practicable;

(b) at the Special General Meeting:

(i) no business other than the question of the appeal will be transacted;

(ii) the Executive Committee and the Subject Member will be given the opportunity to state their respective cases orally or in writing, or both;

(iii) the Members (excluding the Subject Member) will vote by secret ballot on the question of whether the Disciplinary Decision should be confirmed or revoked;

(iv) neither the Executive Committee nor the Subject Member may be accompanied by a legal practitioner or other third party professional;

(c) if the Members at the Special General Meeting (excluding the Subject Member), by Ordinary Resolution, vote:

(i) to approve the Disciplinary Decision – it will take effect immediately upon the Special General Meeting ending; or

(ii) to revoke the Disciplinary Decision - the Subject Member will not be subject to the Disciplinary Decision,

and such decision will be final and binding and not be capable of being appealed.

9.4 Other processes

For the avoidance of doubt, nothing in clause 9.2 limits any other options available to the Executive Committee in disciplining a Member in accordance with any relevant Regulation.

9.5 Forfeiture of rights

A Member who or which ceases to be a Member, for whatever reason:

(1) will forfeit all rights in and claims upon the Club and its property;

(2) must not use any property of the Club including Intellectual Property;

(3) must return to the Club any documents, records or other property in the possession, custody or control of that Member relating to Club immediately.

10 EXISTING EXECUTIVE COMMITTEE MEMBERS

The Executive Committee Members of the Club in office immediately prior to approval of this constitution under the Act will continue in those positions until the expiry of their terms pursuant to clause 14.

11 POWERS OF THE EXECUTIVE COMMITTEE

Subject always to the Act and this constitution, the Executive Committee:

(1) will control and manage the affairs of the Club;

(2) has the power to perform all such acts and do all things necessary or desirable for the proper management and affairs of the Club; and

(3) may develop, implement and maintain policies and Regulations of the Club.

12 COMPOSITION OF THE EXECUTIVE COMMITTEE

12.1 Composition of the Executive Committee

The Executive Committee will comprise each of the following positions (each an **Executive Position**):

(1) the President;

(2) the Seniors Vice President;

(3) the Juniors Vice President;

(4) the Secretary;

(5) the Treasurer; and

(6) up to two (2) other Executive Committee Members.

12.2 Portfolios

The Executive Committee may allocate portfolios and/or titles to Executive Positions referred to in clause 12.1(6).

12.3 Role of President

(1) The role of the President includes (but is not limited to the following):

(a) ensuring that this constitution and the Regulations are adhered to;

(b) chairing all meetings of the Executive Committee; and

(c) chairing the General Meetings.

(2) The President has a casting vote at meeting of the Executive Committee and at General Meetings.

12.4 Role of Vice-Presidents

(1) If the President is absent from any meeting of the Executive Committee or General Meeting then the Seniors Vice-President will act as the President for the purpose of that meeting and will have the power to exercise a casting vote if required. If both the President and the Seniors Vice President is absent, then the Juniors Vice President will act as the President for the purpose of that meeting and will have the power to exercise a casting vote if required.

(2) If the President, the Seniors Vice-President and the Juniors Vice President are absent from any meeting of the Executive Committee or General Meeting then:

(a) in the case of a meeting of the Executive Committee, the Executive Committee Members present at that meeting may appoint any Executive Committee Member to act as President for the meeting; or

(b) in the case of a General Meeting, the Executive Committee Members present at that meeting may appoint any Executive Committee Member to act as President for the meeting or if there are no Executive Committee Members in attendance then the Members present at that meeting may appoint any Member to act as President for the meeting.

12.5 Role of Treasurer

The role of the Treasurer includes (but is not limited to the following):

(1) dealing with functional banking of all monies;

(2) preparing (with assistance where necessary) all budgets;

(3) preparing (with assistance where necessary) the annual accounts;

(4) paying (or procuring the payment of) all accounts passed for payment; and

(5) ensuring that correct books and accounts are kept showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.

12.6 Role of Secretary

The role of the Secretary includes (but is not limited to the following):

(1) preparing an agenda for meetings;

(2) ensuring meetings are effectively organised and minuted; and

(3) maintaining effective records and administration.

12.7 Role of other Executive Committee Members

The role of the other Executive Committee Members may be prescribed by the Executive Committee if portfolio(s) are allocated and include (but is not limited to the following):

(1) developing, implementing and monitoring all policies formed by the Executive Committee Members in the interests of the Club;

(2) enhancing and developing relationships between Members; and

(3) promoting and developing governance principles and all other necessary policies for the effective management of the Club.

13 EXECUTIVE POSITION - NOMINATION PROCESS

13.1 Calling of nominations

Nominations for the relevant Executive Positions will be called for at least twenty-one (21) days prior to the Annual General Meeting.

13.2 Form of Nomination

(1) Nominations must be:

(a) in writing, signed by the nominee;

(b) in the form prescribed by the Club for that purpose;

(c) proposed and seconded by any two (2) Members;

(d) certified by the nominee expressing his or her willingness to accept the position for which he or she is nominated; and

(e) delivered to the Club not less than seven (7) days before the date fixed for the Annual General Meeting.

(2) For the avoidance of doubt, a nominee may be nominated for one or more available Executive Positions at the relevant Annual General Meeting but may only be elected to one (1) Executive Position.

14 Election process and rotation

14.1 Election process

(1) If the number of nominations received for an Executive Position(s) is equal to the number of vacancies to be filled, then those nominated will be declared elected.

(2) If there are no nominations received to fill an Executive Position, the relevant position will be deemed a casual vacancy.

(3) If the number of nominations received exceeds the number of vacancies to be filled for a particular Executive Position(s), then:

(a) voting papers will be prepared containing the names of the candidates in alphabetical order;

(b) the nominee(s) with the highest number of votes in their favour will be elected to the relevant Executive Position(s); and

(c) voting will be conducted in a secret ballot in such a manner as determined by the Executive Committee and such ballot will be conducted by independent person(s) appointed by the Executive Committee. All voting papers must be destroyed as soon as possible after the Annual General Meeting.

14.2 Term of Appointment for Executive Committee Members

Each Executive Committee Member elected under this clause 14 will be elected to their Executive Committee for a term of two (2) years. Subject to provisions in this constitution relating to earlier retirement or removal of Executive Committee Members, elected Executive Committee Members will remain in office and hold their relevant Executive Position from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following their election.

14.3 Rotation

(1) In the first Annual General Meeting following the Adoption Date, each of the persons holding the Executive Positions referred to below must retire and may seek re-election at the Annual General Meeting:

(a) the Seniors Vice-President;

(b) the Secretary; and

(c) one (1) of the additional Executive Committee Members referred to in clause 12.1(6). The sequence of retirement relating to this position to ensure rotational terms will be determined by the Executive Committee. If the Executive Committee cannot agree it will be determined by lot in a manner determined by the Executive Committee.

Each person elected to the above Executive Positions at the first Annual General Meeting will remain in office for two (2) years.

(2) In the second Annual General Meeting following the Adoption Date, each of the persons holding the positions referred to below must retire and may seek re-election at the Annual General Meeting:

(a) the President;

(b) the Treasurer;

(c) the Juniors Vice President;

(d) one (1) of the additional Executive Committee Members referred to in clause 12.1(6) and not the person/Executive Committee Member elected to such position in the first Annual General Meeting. The sequence of retirement relating to this position to ensure rotational terms will be determined by the

Executive Committee. If the Executive Committee cannot agree it will be determined by lot in a manner determined by the Executive Committee.

Each person elected to the above Executive Positions at the second Annual General Meeting will remain in office for two (2) years.

(3) At each successive Annual General Meeting, the rotational terms for each Execution Position set out in clauses14.2 and 14.3 will be followed.

15 CASUAL VACANCIES AND REMOVAL OF EXECUTIVE COMMITTEE MEMBERS

15.1 Resignation

An Executive Committee Member may resign at any time by notice in writing to the Club.

15.2 Removal events

In addition to the circumstances in which the office of an Executive Committee Member becomes vacant by virtue of the Act and any other provision of this constitution, the office of an Executive Committee Member becomes vacant if that person:

(1) dies;

(2) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(3) 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;

(4) is absent, without the consent of the Executive Committee, from three (3) consecutive meetings of the Executive Committee;

(5) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than three (3) months; or

(6) is removed from office pursuant to clause 15.3.

15.3 Removal by Members

An Executive Committee Member may be removed from office by the Members by an Ordinary Resolution being passed.

15.4 Casual vacancies

(1) Any casual vacancy occurring in any Executive Position (including where a position is not filled at an Annual General Meeting) (**Vacant Position**) may be filled by the remaining Executive Committee Members deciding, by majority vote, to:

(a) appoint an appropriately qualified person; or

(b) appoint any of the then existing Executive Committee Members to that role vacated by the Vacant Position.

(2) A Vacant Position may only be filled for the remainder of the elected Executive Committee Member's term whose office has been vacated under this constitution. Where a Vacant Position arose as a result of it not being filled at an Annual General

Meeting, then the person appointed to that role will hold office so as to ensure consistency with clauses 14.2 and 14.3.

15.5 Executive Committee may act

If there are insufficient Executive Committee Members in office to constitute a quorum, the Executive Committee Member(s) holding office at that time may act:

(1) for the purpose of appointing additional Executive Committee Member(s) in order to allow a quorum to be established; or

(2) in the event that decision by the Executive Committee needs to be made urgently or in the case of an emergency (as determined by the Executive Committee in its discretion).

16 MEETINGS OF THE EXECUTIVE COMMITTEE

16.1 Executive Committee to meet

(1) The Executive Committee will meet at least three (3) times per calendar year or more frequently as is deemed necessary for the dispatch of business (and, if applicable, must 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.

(2) An Executive Committee Member may at any time convene a meeting of the Executive Committee within a reasonable time (not being less than five (5) days unless all other Executive Committee Members agree otherwise).

16.2 Decisions of Executive Committee

(1) Subject to this constitution, questions arising at any meeting of the Executive Committee will be decided by a majority of votes and a determination of a majority of Executive Committee Members will for all purposes be deemed a determination of the Executive Committee. All Executive Committee Members will have one (1) vote on any question.

(2) Where voting is equal, the President may exercise a casting vote. If the President does not exercise a casting vote, the motion will be lost.

(3) All acts done by any meeting of the Executive Committee will, even if it is subsequently discovered that there was some defect in the appointment of the Executive Committee or an Executive Committee Member or any other procedural irregularity, be valid as if every such person had been duly appointed and was qualified to be an Executive Committee Member and there was no such procedural irregularity.

16.3 Resolutions not in meeting

(1) A resolution in writing, signed or assented to by any electronic means by the Executive Committee Members will be as valid and effectual as if it had been passed at a meeting of Executive Committee duly convened and held. Any such resolution may consist of several documents in like form each signed or authorised or assented to by one (1) or more of the Executive Committee Members to give the requisite majority.

(2) Without limiting the power of the Executive Committee to regulate its meetings as it thinks fit, a meeting of the Executive Committee may be held where one (1) or more of the Executive Committee Members is not physically present at the meeting, provided that:

(a) 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;

(b) notice of the meeting is given to all the Executive Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or this constitution and such notice specifies that Executive Committee Members are not required to be present in person;

(c) if a failure in communications prevents clause 16.3(2)(a) from being satisfied by that number of Executive Committee Members which constitutes a quorum, and none of such Executive Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting will be suspended until clause 16.3(2)(a) is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting will be deemed to have terminated or adjourned; and

(d) any meeting held where one (1) or more of the Executive Committee Members is not physically present will be deemed to be held at the place specified in the notice of meeting provided an Executive Committee Member is there present and if no Executive Committee Member is there present the meeting will be deemed to be held at the place where the President of the meeting is located.

16.4 Quorum

At meetings of the Executive Committee the number of Executive Committee Members whose presence is required to constitute a quorum is three (3).

16.5 Executive Committee Members' interests

An Executive Committee Member must not contract with the Club (directly or indirectly) either as vendor, purchaser or otherwise except with prior express approval of the Executive Committee.

16.6 Conflict of interest

(1) An Executive Committee Member must declare to the Executive Committee his or her 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:

(e) must, unless otherwise determined by the Executive Committee, absent himself or herself from discussions of such matter; and

(f) will not be entitled to vote in respect of such matter. If the Executive Committee Member votes the vote will not be counted.

(2) In the event of any uncertainty as to whether it is necessary for an Executive Committee Member to absent himself from discussions and refrain from voting, the issue should

be immediately determined by vote of the Executive Committee, or if this is not possible, the matter will be adjourned or deferred.

16.7 Disclosure of interests

(1) The nature of the interest of such Executive Committee Member must be declared by the Executive Committee Member at or before the meeting of the Executive Committee at which the relevant matter is first taken into consideration. If an Executive 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 Executive Committee held after the Executive Committee Member becomes so interested.

(2) All disclosed interests must also be disclosed to:

(a) each Annual General Meeting in accordance with the Act; and

(b) the Executive Committee.

16.8 General disclosure

A general notice that an Executive Committee Member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause 16.7 as regards such Executive Committee Member and the said transactions. After such general notice it is not necessary for such Executive Committee Member to give a special notice relating to any particular transaction with that firm or company.

16.9 Recording disclosures

Any declaration made, any disclosure or any general notice given by an Executive Committee Member in accordance with clauses 16.5, 16.7 and/or 16.8 must be recorded in the minutes of the relevant meeting.

17 DELEGATIONS

17.1 Executive Committee may delegate functions

(1) Subject to this constitution, the Executive Committee may by instrument in writing create or establish or appoint committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Executive Committee determines from time to time.

(2) Notwithstanding any delegation under this clause, the Executive Committee may continue to exercise any function delegated.

(3) The Executive Committee may revoke wholly or in part any delegation under this clause.

17.2 Delegation by instrument

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

(1) this power of delegation; and

(2) a function imposed on the Executive Committee by the Act or any other law, or this constitution or by resolution of the Club in General Meeting.

17.3 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.

17.4 Delegation may be conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

17.5 Revocation of delegation

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

18 COMMITTEES

18.1 Executive Committee may establish Committees

The Executive Committee has the power, from time to time, to delegate any of its powers or functions to one or more committees (each a **Committee**) consisting of any combination of:

(1) the Executive Committee Members;

(2) the Members;

(3) the employees and/or contractors of the Club; and

(4) any other person who has a particular skill, expertise or experience which they will contribute to a Committee.

18.2 Powers and restrictions of Committees

(1) Any Committee formed under clause 18.1 must, in the exercise of the powers so delegated (if any), conform to any Regulation or restriction that the Executive Committee, subject to this constitution, may from time to time impose.

(2) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation issued by the Executive Committee.

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

(4) Notwithstanding any delegation under this clause, the Executive Committee may continue to exercise any function delegated to a Committee.

(5) Any act or thing done or suffered by a Committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Executive Committee unless a right of appeal to the Executive Committee exists with respect to a decision of a Committee which is expressly provided for in the Regulations.

18.3 Revocation of authority

The Executive Committee may:

(1) revoke wholly or in part any delegation given to a Committee under this clause 18; and

(2) disband any Committee.

18.4 Meetings of Committees

(1) A Committee may meet and adjourn as it thinks proper, or as directed by the Executive Committee.

(2) Questions arising at any meeting of a Committee will be determined by a majority of votes of the members of the Committee present and in the case of an equality of votes the chairperson of the meeting will have a second and casting vote. If such a casting vote is not exercised, then the motion will be lost.

(3) A Committee must make minutes of its meetings and will submit those minutes to the Executive Committee, who must retain those minutes as if they were minutes of the Executive Committee.

(4) All acts done by any meeting of a Committee, even if it is subsequently discovered that there was some defect in the appointment of any such Committee or a Committee member or the decision, will be valid as if every such person had been duly appointed and was qualified to be a Committee member.

18.5 Existing Committees

The Committees existing prior to the date of adoption this constitution and referred to in the Existing Regulations, including but not limited to the following will continue being Committees for the purpose of this constitution and the Regulations:

19 ANNUAL GENERAL MEETING

(1) An Annual General Meeting of the Club will be held in accordance with the Act and this constitution and on a date and at a venue to be determined by the Executive Committee.

(2) All General Meetings other than the Annual General Meeting will be Special General Meetings and will be held in accordance with this constitution.

(3) In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting will be to:

(a) confirm the minutes of the last preceding Annual General Meeting and any Special General Meeting not previously confirmed;

(b) receive from the Executive Committee Members reports upon the activities of the Club during the last preceding financial year; and

(c) submit to the Members the Club's financial statements for the previous financial year as well as the auditor's report (if required under the Act)

(4) If the Club is required to do so under the Act:

(a) a properly qualified auditor or auditors must be appointed by the Club in the Annual General Meeting. The auditor's duties will be regulated in accordance

with the Act, or if no relevant provisions exist under the Act, 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 General Meeting.

(b) the accounts of the Club will be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors after the conclusion of each Financial Year.

20 SPECIAL GENERAL MEETINGS

20.1 Special General Meetings may be held

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

20.2 Requisition of Special General Meetings

(1) The Executive Committee, on the requisition in writing of at least 10% of the total number of Members entitled to vote, must convene a Special General Meeting.

(2) The requisition for a Special General Meeting must state:

(a) the object(s) of the meeting;

(b) any proposed resolution; and

(c) must be signed by the relevant Members making the requisition and be sent to the Club and may consist of several documents in a like form, each signed by one or more of the Members entitled to vote making the requisition.

(3) If the Executive Committee does not cause a Special General Meeting to be held within six (6) weeks after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than one (1) month after that date.

(4) A Special General Meeting convened by the Members under this constitution will be convened in the same manner, or as nearly as possible as that, in which such meetings are convened by the Executive Committee.

21 NOTICE OF GENERAL MEETING

(1) Notice of every General Meeting must be given to every Member who is eligible to receive such notice at the address appearing in the Register kept by the Club in writing (including by electronic means). The auditor (but only where required to be provided with such notice under the Act) and the Executive Committee Members will also be entitled to notice of every General Meeting in writing (including by electronic means). No other person will be entitled as of right to receive notices of General Meetings.

(2) A notice of a General Meeting must specify the place and day and hour of meeting and must state the business to be transacted at the meeting.

(3) At least twenty-one (21) days' notice of a General Meeting must be given to those persons entitled to receive notice, together with:

(a) the agenda for the meeting; and

(b) if a Special Resolution is proposed, the wording of the resolution.

(4) Notice of every General Meeting must be given in the manner authorised in clause 29.

(5) No business other than that stated on the notice for a General Meeting will be transacted at that meeting unless otherwise authorised by the Executive Committee.

22 PROCEEDINGS AT GENERAL MEETINGS

22.1 Quorum

(1) No item of business is to be transacted at a general meeting unless a quorum of Members entitled under this constitution to vote is present during the time the meeting is considering that item.

(2) A quorum for General Meetings will be at least ten (10) Members who are entitled to vote.

22.2 Adjournment of meeting

(1) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting will 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 President 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 Member(s) present at that adjourned meeting will constitute a quorum.

(2) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting will be given as in the case of an original meeting.

(3) Except as provided in clause 22.2(2) it will not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

22.3 Voting procedure

At any meeting a resolution put to the vote of the Members who are entitled to vote will 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:

(1) the President; or

(2) a simple majority of the Members present and entitled to vote in accordance with this constitution.

22.4 Recording of determinations

Unless a ballot is demanded under clause 22.3, a declaration by the President that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club will be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

22.5 Where ballot demanded

If a ballot is duly demanded under clause 22.3 it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the President directs and the result of the ballot will be the resolution of the meeting at which the poll was demanded.

22.6 Postal voting

No postal voting or postal ballots will be accepted at General Meetings.

22.7 No proxy voting

Proxy voting is not permitted under this constitution.

23 RECORDS AND ACCOUNTS

23.1 Records

The Club will establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Executive Committee and will produce these as appropriate at each meeting of the Executive Committee or General Meeting:

23.2 Records kept in accordance with Act

(1) Proper accounting and other records must be kept in accordance with the Act in written or electronic form.

(2) The Club must retain such records for at least five (5) years after the completion of the transactions or operations to which they relate.

(3) A Member of the Club may, at any reasonable hour, request copies of the following documents:

(a) records, books and other financial documents of the Club;

(b) this constitution; and

(c) minutes of all committee meetings and general meetings of the Club.

(4) The Club is not required to disclose to a Member any commercially sensitive, employment or legal matters pertaining to the Club.

(5) If the Club incurs a fee with respect to a Member's request pursuant to this clause 23.2, the Member making the request must reimburse the Club for any such costs.

(6) A Member may obtain a copy of any of the documents referred to in this clause on payment of a fee of not more than $1.00 for each page copied.

23.3 Negotiable instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, electronic transfers of funds and other financial instruments will be signed, drawn, accepted, endorsed, authorised or otherwise executed, as the case may be, by:

(1) any two (2) duly authorised Executive Committee Members;

(2) one (1) authorised Executive Committee Member and one (1) other authorised person; or

(3) in such other manner and such other persons as the Executive Committee determines or authorises from time to time.

24 INCOME AND PAYMENTS

24.1 Income

All money received by the Club must be deposited as soon as practicable and without deduction to the credit of the Club's bank or other authorised deposit-taking institution account.

(1) The funds of the Club are to be used in pursuance of the Objects.

24.2 Payments

(1) Except as prescribed in this constitution or the Act, the Club must not conduct its affairs so as to provide a 'pecuniary gain' (as defined in section 5 of the Act) for any of its Members.

(2) Nothing in clause 24.2(1) will prevent payment in good faith of or to any Member or an Executive Committee Member or a company or other body in which a Member or an Executive Committee Member has an interest (whether directly or indirectly) for:

(a) any services actually rendered to the Club in the ordinary and usual course of operation;

(b) goods or services supplied to the Club in the ordinary and usual course of operation;

(c) interest on money borrowed from any Member or any Executive Committee Member;

(d) rent for premises demised or let by any Member or Executive Committee Member to the Club;

(e) any out-of-pocket expenses incurred by an Executive Committee Member on behalf of the Club,

provided that any such payment (or series of payments):

(f) is approved by the Executive Committee; and

(g) does not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

25 WINDING UP

(1) Subject to this constitution the Club may be wound up in accordance with the Act.

(2) The liability of the Members of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount of fees owing in respect to application for membership under clause 6.1.

(3) Every Member undertakes to contribute, up to a maximum of one dollar ($1.00), to the assets of the Club if it is wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Club.

26 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, the same must not be paid to or distributed amongst the Members but instead must 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 Club 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 such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

27 ALTERATION OF CONSTITUTION

This constitution must not be altered or replaced except by Special Resolution.

28 REGULATIONS

28.1 Executive Committee to Formulate Regulations

(1) The Executive Committee may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects as it thinks necessary or desirable.

(2) Such Regulations must not be inconsistent with this constitution.

28.2 Regulations binding

(1) All Regulations are binding on the Club and all Members and any other persons as may be relevant.

(2) Any question, clarification or issue relating to the interpretation of the Regulations:

(a) will be determined by the Executive Committee ; and

(b) may be clarified by the Executive Committee issuing a directive;

which decision will be final and binding and not capable of being appealed.

28.3 Procedure for adopting new Regulations

Prior to the Executive Committee adopting new Regulations the Executive Committee must circulate a draft copy to all Members, giving those Members at least fourteen (14) days to make submissions to the Executive Committee.

28.4 Procedure for amending existing Regulations

Prior to the Executive Committee amending any existing Regulation the Executive Committee must circulate a draft copy of the amendments to all Members giving those Members seven (7) days to make submissions to the Executive Committee.

29 NOTICE

(1) Any notices or communications may be given by the Club to any person entitled under this constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or by electronic mail or any other electronic method, to the Member's address or facsimile number or electronic mail address.

(2) Where a notice is sent by post, service of the notice will 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.

(3) Where a notice is sent by facsimile transmission, service of the notice will 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.

(4) Where a notice is sent by electronic mail, service of the notice will be deemed to be effected on the day it was sent.

30 INDEMNITY

(1) Every Executive Committee Member will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as an Executive Committee Member 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.

(2) The Club must indemnify, and keep indemnified, its Executive Committee Members against all damages and losses (including legal costs) for which any such Executive Committee Member may be or become liable to any third party in consequence of any act or omission except in the case of fraud or other serious and deliberate misconduct.

31 INSURANCES

The Club may effect and maintain any insurances its deems necessary (including officers liability insurance).