



Constitution of Macarthur Football Association Inc

An incorporated association

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CONSTITUTION OF MACARTHUR FOOTBALL ASSOCIATION INC.

1. NAME OF ASSOCIATION

The name of the Association is Macarthur Football Association Inc.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

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

“**Association**” means Macarthur Football Association Inc.

“**Auditor**” means the auditor as recommended by the Board and appointed by the Members to report annually on the financial affairs of the Association.

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

“**CEO**” the chief executive officer of the Association selected by the Board (on such terms as it thinks fit) who may choose to promote from within or employ from outside and which person will assume the highest administrative functions and position as public officer in lieu of, or in addition to, the General Manager.

“**Club**” means a football club which is a Member of the Association.

“**Committee**” means any committee by the Board from time to time in accordance with **clause 19** (including those committees created under the Regulations adopted on the same date as this Constitution).

“**Constitution**” means this Constitution of the Association, as amended from time to time.

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

“**Director**” means a member of the Board, being a “committee member” (as defined in the Act) appointed in accordance with this Constitution but does not include the General Manager/CEO.

“**Expulsion Ground**” exists if a Member:

- (a) breaches:
 - (i) this Constitution or Regulations;
 - (ii) FNSW’s constitution, by-laws, regulations, policies or directives;
 - (iii) FFA’s constitution, by-laws, regulations, policies or directives; or

- (iv) FIFA Laws of the Game;
- (b) wilfully disobeys the rules or instructions of the Association;
- (c) engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Association, its character or interests or the sport of football generally;
- (d) brings the sport of football into disrepute; or
- (e) is not a fit and proper person or entity to be a Member of the Association.

“**FFA**” means the Football Federation of Australia, Australia’s football governing body.

“**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 July and ending on 30 June in the following year.

“**FNSW**” means Football New South Wales, New South Wales state governing body.

“**General Manager**” means the General Manager of the Association for the time being appointed under this Constitution. Where the Association does not have a General Manager, the highest administrative officer will, subject to confirmation by the Board, assume the functions of the General Manager under this Constitution.

“**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 Association or any activity of or conducted, promoted or administered by the Association in the Macarthur Region.

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

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

“**Member**” means a member for the time being of the Association under **clause 5**, including a Club and a Life Member.

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

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

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

“**Regulations**” means any regulations made by the Board under **clause 33**, as amended from time to time.

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

“Special Resolution” means a special resolution passed by at least 75% of votes cast by 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

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.

Any question or issue relating to the interpretation of this Constitution will be decided by the Board (and whose decision will be final and binding).

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. Model rules under the Act are expressly displaced by this Constitution.

2.5 Commencement of this Constitution

- (a) This Constitution and the Regulations will commence on the later of the date:

(i) this Constitution and the Regulations are approved and adopted by the Members; and

(ii) this Constitution is registered pursuant to section 14 of the Act,

(Adoption Date).

(b) On the Adoption Date, the previous constitution, the constitutional by-laws and the local competition rules applicable to the Association will cease to apply.

2.6 Jurisdiction

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

(a) The Members.

(b) Teams, players, coaches, office holders, match officials, participants, spectators and any other person in any way involved with, or connected to, the Association.

(c) Any other person involved with the administration, management or organisation of a Club or the Association (whether paid or unpaid) including employees and volunteers.

(d) Referees, assistant referee, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by the Association to assume responsibility in connection with a football match or competition associated with the Association.

3. OBJECTS OF THE ASSOCIATION

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

(a) participate as a member of FNSW so football can be conducted, encouraged, promoted, advanced and administered in the Macarthur Region and New South Wales;

(b) conduct, encourage, promote, advance and administer football throughout the Macarthur Region;

(c) ensure the maintenance and enhancement of the Association, FNSW, the FFA, the Members and football, along with its standards, quality and reputation for the benefit of the Members and football;

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

(e) at all times act on behalf of, and in the interest of, the Members and football in the Macarthur Region;

(f) to provide a regulatory, disciplinary and governance regime for football in the Macarthur Region;

(g) promote the economic and community service for success, strength and stability of the Association, the Members and football in the Macarthur Region;

(h) affiliate and otherwise liaise with the FNSW and adopt its rule and policy framework to further these Objects and football;

- (i) use and protect the Intellectual Property;
- (j) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (k) strive for government, commercial and public recognition of the Association as the controlling body for football in the Macarthur Region;
- (l) abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FNSW or FFA or FIFA and as may be necessary for the management and control of football and related activities in the Macarthur Region;
- (m) advance the operations and activities of the Association throughout the Macarthur Region;
- (n) further develop football into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (o) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the Macarthur Region;
- (p) adopt and implement such policies as may be developed by FFA or FNSW, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in football;
- (q) represent the interests of its Members and of football generally in any appropriate forum in the Macarthur Region;
- (r) have regard to the public interest in its operations;
- (s) 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;
- (t) promote the health and safety of Members and all other participants in football in the Macarthur Region;
- (u) seek and obtain improved facilities for the enjoyment of football in the Macarthur Region; and
- (v) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 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

- (a) The Members of the Association will comprise the following:

- (i) Clubs, who subject to this Constitution, will be represented by up to two (2) Delegates and will have voting rights as set out in **clause 26.1(a)** of this Constitution.
 - (ii) Life Members, who subject to this Constitution, will have the voting rights as set out in **clause 26.1(b)** of this Constitution.
 - (iii) Such new or other categories of Members as may be established by the Board from time to time. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Association in General Meeting.
- (b) Each Member will be entitled to receive notice of all General Meetings and to be present and to debate at all General Meetings.

5.2 Life Members

- (a) The Board may recommend to the Members at the Annual General Meeting that any natural person who has rendered distinguished voluntary service to the Association for at least ten (10) continuous years (or in special circumstances as determined by the Board, ten (10) years in aggregate) and where such service is deemed to have assisted the advancement of the Association, be appointed as a Life Member.
- (b) No more than two (2) natural persons may be recommended to be appointed as a Life Member at each Annual General Meeting.
- (c) A resolution of the Members at the Annual General Meeting to confer, and approve, life membership (subject to **clause 5.2(d)**) on the recommendation of the Board must be a Special Resolution.
- (d) A person must accept or reject the Association'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. AFFILIATION

6.1 Association

The Association will join and affiliate with FNSW as a member in accordance with the Constitution, regulations and by-laws of FNSW and will comply with all lawful requirements of FNSW, FFA and FIFA.

6.2 Clubs

- (a) Subject to **clause 6.2(e)**, to be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be completed within one (1) year of applying for membership under this Constitution.
- (b) For such time as the Club is not incorporated, the secretary (or his or her nominee) of any such unincorporated Club will be deemed to be the Member (on behalf of the unincorporated entity). The secretary (or his or her nominee) will be entitled to exercise the same voting and other rights and have the same obligations and will follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club will be resolved by the Board in its sole discretion.

- (d) Subject to **clause 6.2(e)**, failure to incorporate within the period stated in **clause 6.2(a)** will, after a Board resolution is passed, result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity will not be entitled to re-apply for membership until it becomes incorporated.
- (e) The Board, at its discretion, may waive any requirement for a particular Club to be incorporated under this **clause 6.2**.

6.3 Application for Membership

An application to become a Member must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) where the application relates to a Club, if requested by the Board, accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must conform to this Constitution) and the applicant's register of members;
- (c) accompanied by the appropriate fee and such other documents and information requested by the Board (if any); and
- (d) lodged by the time requested by the Board (or as extended, if applicable).

6.4 Discretion to Accept or Reject Application

- (a) The Board will consider any application to become a Member at the next Board meeting after the receipt of the application in the prescribed form pursuant to **clause 6.3**. The Board will at that meeting decide whether to accept or reject the application.
- (b) Where the Association 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 Association. The General Manager/CEO will amend the Members Register accordingly as soon as practicable.
- (c) Where the Board rejects an application, the Board will notify the Members of that rejection (with or without giving reasons).
- (d) Any decision by the Board in rejecting an application for membership under this **clause 6.4** can be requisitioned in writing signed by a group of not less than 50% of the Clubs (by number) within seven (7) days of the Association's notification under **clause 6.4(c) (Rejection Requisition)**.
- (e) Where the Association receives a Rejection Requisition pursuant to **clause 6.4(d)**, the Association must cause a Special General Meeting to be convened as soon as reasonably practicable. If the Members at that Special General Meeting, by majority, vote:
 - (i) to accept the membership application, then the Board must immediately accept that application; or
 - (ii) to reject the membership application, then the Association must refund any fees forwarded with the application and the application will be deemed to have been rejected.

6.5 Membership renewal

- (a) All Clubs must re-apply annually with the Association in accordance with the procedures advised by the Association from time to time.
- (b) Upon renewal of its membership in accordance with **clause 6.5(a)**, a Club must lodge with the Association:
 - (i) an updated copy of its constitution (including all amendments) or confirmation that there have been no changes to the copy previously provided to the Association;
 - (ii) details of any change in its Delegates; and
 - (iii) any other information reasonably required by the Association.
- (c) Each Club must ensure that its constitution is not inconsistent with this Constitution and/or FNSW's constitution.

6.6 Deemed Membership

- (a) All Members who are, prior to the approval of this Constitution under the Act, Members of the Association, will continue being Members from the time of approval of this Constitution under the Act.
- (b) All Members must provide the Association with such details as are required by the Association under this Constitution.

7. REGISTERS

7.1 Association to keep Register of Members

The Association will keep and maintain a **Members Register** which will contain, as a minimum, the following details:

- (a) The full name, address, category of membership and date of entry to membership of each Member.
- (b) The full name, residential address and date of entry to membership of each Member.
- (c) Where applicable, the date of termination of membership of any Member.
- (d) In the case of a Club, the details of the Delegates of the Club.

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

7.2 Association to keep Register of Directors

The Association will keep and maintain a **Directors Register** which will contain, as a minimum, the following details:

- (a) The full name, residential address and date of birth of each Director.
- (b) The date on which the Director took office.
- (c) The date on which the Director vacated, or was removed from, his or her Board position.

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

7.3 Inspection of Registers

- (a) Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Members Register and the Directors 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.
- (b) A Member must not use information about a person obtained from the Registers to contact or send material to the person, other than for:
 - (i) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Association or other material relating to the Association, or
 - (ii) any other purpose necessary to comply with a requirement of the Act.
- (c) 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 Board considers appropriate.

8. EFFECT OF MEMBERSHIP

8.1 Effect

The Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations;
- (b) 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 Board or other entity with delegated authority of the Board;
- (c) by submitting to this Constitution and the Regulations they are subject to the exclusive jurisdiction of the Association, FNSW and FFA (as the case may be);
- (d) it submits exclusively to the jurisdiction of the internal grievance resolution procedures of the Association, FNSW and FFA in relation to any disputes and/or grievances between the Association and Members pursuant to this Constitution and the Regulations and the FNSW and FFA constitutions, bylaws, statutes and regulations;
- (e) they will not attempt to resolve any grievance or dispute with the Association or any other Member in a court of law;
- (f) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in the Macarthur Region; and
- (g) subject to the terms of this Constitution, they are entitled to all benefits, advantages, privileges and services of Association 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 Association:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member, having paid all arrears of fees payable to the Association (if any), may resign or withdraw from membership of the Association by giving two (2) months' notice in writing to the Association of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the members of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the members of the Club must be provided to the Association.
- (c) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a)** and, if applicable, **clause 9.1(b)**, an entry in the Members Register will be made recording the date on which the Member who gave notice ceased to be a Member.

9.2 Discontinuance for breach

- (a) The Board may consider whether to expel or suspend a Member (**Subject Member**) if:
 - (i) a person makes a complaint to the Board to the effect that an Expulsion Ground exists for the Subject Member; or
 - (ii) the Board considers, in its absolute discretion, that there is an arguable case that an Expulsion Ground exists for the Subject Member.
- (b) If the Board proposes to consider whether to expel or suspend a Subject Member, the Board must ensure that the Subject Member is given at least fourteen (14) days' notice setting out:
 - (i) the details of the alleged Expulsion Grounds; and
 - (ii) the date, time and venue for the hearing at which the expulsion or suspension is to be considered.
- (c) The Subject Member given notice under **clause 9.2(b)** may:
 - (i) give the Board written submissions;
 - (ii) attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer or other third party professional); or
 - (iii) do both of the above.
- (d) At the hearing the Board:

- (i) must consider any submissions made under **clause 9.2(c)**;
- (ii) is not bound by the rules of evidence; and
- (iii) may resolve to:
 - (A) convene a Special General Meeting (**Confirmation Meeting**) to seek the approval of the Members to:
 - (1) expel the Member from the Association;
 - (2) suspend the Member for a specified period (not being more than 6 months) and on such terms and conditions it deems fit;
 - (B) issue a monetary fine to the Subject Member; or
 - (C) not take any further action.
- (e) If the Members at the Confirmation Meeting (excluding the Subject Member), by majority, vote:
 - (i) to approve the recommendation of the Board with respect to the Subject Member, then the Subject Member will be deemed to expelled or suspended (as the case may be) immediately upon the Confirmation Meeting ending; or
 - (ii) to reject the recommendation of the Board, then the Subject Member will not be expelled or suspended (as the case may be),and such decision will be final and binding and not be capable of being appealed.
- (f) The Register will be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.
- (g) For the avoidance of doubt, this **clause 9.2** does not limit any other options available to Association in disciplining a Member in accordance with any relevant Regulation.

9.3 Discontinuance for failure to re-affiliate

Membership of a Club may be discontinued by the Board if a Club has not re-applied with the Association within one (1) month of re-affiliation falling due and complying with any other requirements set out by the Board (including the payment of any fees). The Register will be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.4 Member to Re-apply

The following applies with respect to a Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

- (a) In the case of a Club:
 - (i) may seek renewal or re-apply for membership in accordance with this Constitution; and
 - (ii) may be re-admitted at the discretion of the Board with such conditions as it deems appropriate.

- (b) In the case of a Life Member, may be eligible to be re-admitted as a Life Member provided that the procedure set out in clause 5.2 is followed.

9.5 Forfeiture of Rights

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

- (a) will forfeit all rights in and claims upon the Association and its property;
- (b) must not use any property of the Association including Intellectual Property; and
- (c) must return to the Association any documents, records or other property in the possession, custody or control of that Member relating to Association immediately; and
- (d) where a Club ceases to be a Member it will also forfeit all representation rights at General Meetings.

9.6 Refund of Membership Fees

At the absolute discretion of the Board, membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

10. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and any fees or other levies payable by Members to the Association, the time for and manner of payment, will be as determined by the Board from time to time.
- (b) The Board is entitled (but not obliged) to stay a Member's voting rights under this Constitution, while any payment of that Member's subscription or other fees, levies or outstanding amounts, including pursuant to **clause 10(a)**, remains outstanding.

11. EXISTING DIRECTORS

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act will continue in those positions until the 2020 Annual General Meeting. At the 2020 Annual General Meeting the positions of Directors will be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of General Manager (or similar title) immediately prior to approval of this Constitution under the Act will continue in that position following such approval, subject to any contractual arrangements.

12. POWERS OF THE BOARD

Subject to the Act, this Constitution and resolution that requires Members' approval, the Board:

- (a) will control and manage the affairs of the Association as it sees fit;
- (b) has the power to perform all such acts and do all things necessary or desirable for the proper management and affairs of the Association; and
- (c) may develop, implement and maintain policies of the Association.

13. COMPOSITION OF THE BOARD

13.1 Composition of the Board

The Board will comprise each of the following persons (each a **Director**):

- (a) the Chairperson;
- (b) the Financial Controller;
- (c) the Director – Competitions Management Committee; and
- (d) five (5) other Directors,

who will be elected in accordance with **clause 14**.

13.2 Board restrictions

- (a) A person cannot act as a Director or lodge a nomination under **clause 14.1** whilst being:
 - (i) a current paid employee of the Association;
 - (ii) a current Delegate of a Club unless that person provides an undertaking that they will resign as a Delegate of the Club within seven (7) days of becoming a Director and does so within that period. If the person does not comply with the preceding sentence then their office as a Director will be vacated; or
 - (iii) a current paid employee of a Club.
- (b) All other persons are eligible for election to a position on the Board, subject to the terms of this Constitution.

13.3 Portfolios

Subject to **clauses 13.1(a) to 13.1(c)** (inclusive), the Board may allocate portfolios and/or titles to Directors.

13.4 Role of Chairperson

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

- (a) Ensure that this Constitution and the Regulations are adhered to.
- (b) Chair all Director's meetings.
- (c) Chair the General Meetings.
- (d) Call regular Director's meetings and other meetings which involve extraordinary business.

13.5 Role of Financial Controller

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

- (a) Dealing with functional banking of all monies.
- (b) Preparing (with assistance where necessary) all budgets.

- (c) Preparing (with assistance where necessary) the annual accounts.
- (d) Pay (or procure the payment of) all accounts passed for payment.
- (e) Ensuring that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association.

13.6 Role of Director – Competitions Management Committee

The role of the Director – Competitions Management Committee includes (but is not limited to the following):

- (a) Implement policies as determined by the Directors and the Regulations in relation to the local competitions under the authority of the Association.
- (b) Chair all meetings of the Competition Management Committee (as formed pursuant to the relevant Regulation).
- (c) Direct that minutes of all Competition Management Committee meetings be recorded.

13.7 Role of other Directors

The role of the others Directors may be prescribed by the Board if portfolio(s) are allocated and include (but is not limited to the following):

- (a) Develop, implement and monitor all policies formed by the Directors in the interests of the Association.
- (b) Enhance and develop relationships between Clubs and the business community.
- (c) Promote and develop governance principles and all other necessary policies for the effective business management of the Association.

13.8 Appointed director role

- (a) The Board, at any time, may appoint up to two (2) persons to act as appointed directors (each an **Appointed Director**).
- (b) An Appointed Director:
 - (i) may attend meetings of the Board when invited to do so by the Board;
 - (ii) does not have any rights to vote at a meeting of the Board;
 - (iii) will serve as an Appointed Director for a maximum period of two (2) years (or such lesser time decided by the Board) and on such terms as decided by the Board from time to time. Once the two (2) year term of an Appointed Director has concluded, the Board may elect to re-appoint that person to that role for such additional term(s) as decided by the Board;
 - (iv) does not have a right to receive notices of any meeting of the Association unless otherwise decided by the Board on a case by case basis; and
 - (v) can be removed as an Appointed Director at any time by the Board.

14. ELECTED DIRECTORS

14.1 Nominations

- (a) Nominations for Board positions will be called for at least twenty-one (21) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions may also be provided by the Association if requested.
- (b) Nominees for Board positions must declare any position they hold in the Association or Club including (but not limited to) as an officer, board member or as a paid contractor or other paid service provider to the Association or the Club and will need to be disclosed in the nomination form circulated by the Association under **clause 14.1(a)**.

14.2 Form of Nomination

Nominations must be:

- (a) in writing, signed by the nominee;
- (b) on the prescribed form provided by the Association for that purpose;
- (c) seconded and signed by:
 - (i) an executive committee / board member from two (2) different Clubs;
 - (ii) two (2) Life Members; or
 - (iii) one (1) authorised executive committee / board member of a Club and one (1) Life Member;
- (d) certified by the nominee expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Association not less than seven (7) days before the date fixed for the Annual General Meeting.

For the avoidance of doubt, a nominee may be nominated for one or more available Board positions.

14.3 Elections

Where nominations are equal to the number of vacant positions

- (a) If the number of nominations received for a Board position is equal to the number of vacancies to be filled, then those nominated will be declared elected only if approved by the majority of Members present and entitled to vote at the Annual General Meeting.

Where nominations are insufficient

- (b) Subject to **clause 14.3(c)**, if there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 14.3(a)**, the relevant position(s) will be deemed casual vacancies under **clause 15.1**.

Where nominations exceed the number of vacant positions

- (c) If the number of nominations exceeds the number of vacancies to be filled for a particular Board position(s) then the following provisions will apply with respect to each such Board position:
- (i) Voting papers will be prepared containing the names of the candidates in alphabetical order, for the particular Board position.
 - (ii) The nominees with the highest number of votes in their favour will be elected to the relevant Board position provided that as part of the same vote they are also approved by the majority of Members present and entitled to vote at the Annual General Meeting.
 - (iii) If, after the process referred to in **clause 14.3(c)(ii)**, none of the positions are filled, then all such positions will be deemed to be casual vacancies under **clause 15.1**.
 - (iv) If, after the process referred to in **clause 14.3(c)(ii)**, at least one (1) position has been filled and there remains one (1) or more vacancies, then there will be a second round of voting, which will only include those persons who were not successful during the first round of voting, to see if any of the remaining positions can be filled in accordance with **clause 14.3(c)(ii)**. If after the second round of voting the relevant position(s) has not been filled, then that position(s) will be deemed to be a casual vacancy under **clause 15.1**.
 - (v) Voting will be conducted in a secret ballot in such a manner as determined by the Board and such ballot will be conducted by independent person(s) appointed by the Board. All voting papers must be destroyed as soon as possible after the Annual General Meeting.

14.4 Term of Appointment for Elected Directors

- (a) Each Director elected under this **clause 14** will be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors will remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following their election.

For the 2019 Annual General Meeting only

- (b) At the 2019 Annual General Meeting:
- (i) the following Directors must retire and may seek re-election at the Annual General Meeting:
 - (A) The Chairperson (as defined in the previous constitution).
 - (B) The LCC Director (as defined in the previous constitution).
 - (C) The Financial Controller (as defined in the previous constitution).
 - (D) Two (2) of the remaining "Association Directors" positions (as defined in the previous constitution) who did not retire in the 2018 Annual General Meeting or who agree to voluntarily retire or otherwise in accordance with the principles set out in **clause 14.4(f)**; and
 - (ii) the following Board Positions will be available for election:

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- (A) The Chairperson elected for the period ending at the 2021 Annual General Meeting (two (2) year term).
- (B) The Director – Competitions Management Committee elected for the period ending at the 2020 Annual General Meeting (one (1) year term).
- (C) The Financial Controller elected for the period ending at the 2021 Annual General Meeting (two (2) year term).
- (D) Two (2) of the other Directors referred to in **clause 13.1(d)** elected for the period ending at the 2021 Annual General Meeting (two (2) year term).

Each subsequent odd year

- (c) In each subsequent odd year commencing on and from the Annual General Meeting held in 2021, each of the Directors holding the positions referred to in **clauses 14.4(b)(ii)(A), 14.4(b)(ii)(C) and 14.4(b)(ii)(D)** must retire and may seek re-election at the Annual General Meeting.

For the 2020 Annual General Meeting only

- (d) At the 2020 Annual General Meeting:
 - (i) the following Directors must retire and may seek re-election at the 2020 Annual General Meeting:
 - (A) The Director – Competitions Management Committee.
 - (B) Three (3) of the “Association Directors” (as defined in the previous constitution) whose terms were due to expire under the previous constitution or who voluntarily retire or otherwise in accordance with the principles set out in **clause 14.4(f)** and not being those persons who were elected at the 2019 Annual General Meeting; and
 - (ii) the following Board Positions will be available for election:
 - (A) The Director – Competitions Management Committee elected for the period ending at the 2022 Annual General Meeting (two (2) year term).
 - (B) Three (3) of the other Directors referred to in **clause 13.1(d)** elected for the period ending at the 2022 Annual General Meeting (two (2) year term).

Each subsequent even year

- (e) In each even year commencing on and from the Annual General Meeting held in 2022, each of the Directors holding the positions referred to in **clause 14.4(d)(ii)** must retire and may seek re-election at the Annual General Meeting.

Sequence of retirements

- (f) The sequence of retirements relating to the positions referred to in **clauses 14.4(b)(i)(D), 14.4(b)(ii)(D), 14.4(d)(i)(B) and 14.4(d)(ii)(B)** to ensure rotational terms will be determined by the Board. If the Board cannot agree it will be determined by lot in a manner determined by the Board.

15. VACANCIES ON THE BOARD

15.1 Casual Vacancies

- (a) Any casual vacancy occurring in any position on the Board (including where a position is not filled at an Annual General Meeting) (**Vacant Position**) may be filled by the remaining Directors deciding, by majority vote, to:
 - (i) appoint an appropriately qualified person; or
 - (ii) appoint any of the then existing Directors to that role vacated by the Vacant Position.
- (b) A Vacant Position may only be filled for the remainder of the elected Director'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 **clause 14.4**.

15.2 Grounds for Termination of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act and any other provision of this Constitution, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of paid employment with the Association;
- (g) is removed by a majority resolution at a Special General Meeting;
- (h) 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
- (i) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001* (Cth).

15.3 Board May Act

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

- (a) for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum; or
- (b) in the event that decision by the Board needs to be made urgently or in the case of an emergency (as determined by the Board in its discretion).

16. MEETINGS OF THE BOARD

16.1 Board to Meet

- (a) The Board will meet as often 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.
- (b) A Director may at any time convene a meeting of the Board within a reasonable time (not being less than fourteen (14) days unless all other Directors agree otherwise).

16.2 Decisions of Board

- (a) Subject to this Constitution, questions arising at any meeting of the Board will be decided by a majority of votes and a determination of a majority of Directors will for all purposes be deemed a determination of the Board. All Directors will have one (1) vote on any question.
- (b) Where voting is equal, the Chairperson may exercise a casting vote. If the Chairperson does not exercise a casting vote, the motion will be lost.
- (c) All acts done by any meeting of the Board will, even if it is subsequently discovered that there was some defect in the appointment of the Board or a Director or any other procedural irregularity, be valid as if every such person had been duly appointed and was qualified to be a Director and there was no such procedural irregularity.

16.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by any electronic means by the Directors will be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or authorised by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 16.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting will be suspended until **clause 16.3(b)(i)** 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
 - (iv) any meeting held where one (1) or more of the Directors is not physically present will be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting will be deemed to be held at the place where the chairperson of the meeting is located.

16.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four (4).

16.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement will be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board will be given to each Director.

16.6 Chairperson

The Chairperson will be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which he or she is present. If the Chairperson is not present, or is unwilling or unable to preside at a Board meeting or a General Meeting then the remaining Directors must appoint another Director to preside as chair for that meeting only.

16.7 Directors' Interests

A Director must not contract with the Association (directly or indirectly) either as vendor, purchaser or otherwise except with prior express approval of the Board.

16.8 Conflict of Interest

A Director must declare to the Board 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 Board, absent himself or herself from discussions of such matter;
- (f) will not be entitled to vote in respect of such matter. If the Director votes the vote will not be counted.

In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter will be adjourned or deferred.

16.9 Disclosure of Interests

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

16.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 16.9** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

16.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 16.8, 16.9** and/or **16.10** must be recorded in the minutes of the relevant meeting.

17. GENERAL MANAGER/CEO

17.1 Appointment of General Manager and/or CEO

A General Manager and/or CEO may be appointed by the Board for such term and on such conditions as the Board thinks fit.

17.2 General Manager/CEO to act as Secretary and Public Officer

The General Manager or CEO is to act as secretary and Public Officer of the Association and will administer and manage the Association in accordance with the Act and this Constitution.

17.3 Specific Duties

The General Manager and/or CEO (as directed by the Board) will:

- (a) as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and will use his or her best endeavours to distribute those minutes to Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Association.

18. DELEGATIONS

18.1 Board may Delegate Functions

- (a) The Board 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 Board determines from time to time.
- (b) Notwithstanding any delegation under this clause, the Board may continue to exercise any function delegated.
- (c) The Board may revoke wholly or in part any delegation under this clause.

18.2 Delegation by Instrument

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

- (a) this power of delegation; and

- (b) a function imposed on the Board or the General Manager and/or the CEO by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

18.3 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.

18.4 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.

18.5 Revocation of Delegation

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

19. COMMITTEES

19.1 Board may establish Committees

The Board 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:

- (a) the Directors;
- (b) the Members (including their respective Delegate(s));
- (c) the employees (including the General Manager) of the Association; and
- (d) any other person who has a particular skill, expertise or experience which they will contribute to a Committee.

19.2 Powers and restrictions of Committees

- (a) Any Committee formed under **clause 19.1** must, in the exercise of the powers so delegated (if any), conform to any Regulation or restriction that the Board may from time to time impose.
- (b) 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 Board.
- (c) 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.
- (d) Notwithstanding any delegation under this clause, the Board may continue to exercise any function delegated to a Committee.
- (e) 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 Board unless a right of appeal to the Board exists with

respect to a decision of a Committee which is expressly provided for in the Regulations.

19.3 Revocation of authority

The Directors may:

- (a) revoke wholly or in part any delegation given to a Committee under this **clause 19**; and
- (b) other than the Committees created and referred to in the Regulations adopted on the date of adoption of this Constitution, disband any Committee established by the Board.

19.4 Meetings of Committees

- (a) A Committee may meet and adjourn as it thinks proper, or as directed by the Board.
- (b) 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.
- (c) A Committee must make minutes of its meetings and will submit those minutes to the Board, who must retain those minutes as if they were minutes of the Board.
- (d) 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.

20. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Association will be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting will be Special General Meetings and will be held in accordance with this Constitution.
- (c) 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:
 - (i) confirm the minutes of the last preceding Annual General Meeting and any Special General Meeting not previously confirmed.
 - (ii) receive from the Directors reports upon the activities of the Association during the last preceding financial year;
 - (iii) elect Directors and Committees in accordance with this Constitution and any relevant Regulation;
 - (iv) submit to the Members the Association's financial statements for the previous financial year as well as the auditor's report; and
 - (v) appoint an auditor.
- (d) A properly qualified auditor or auditors must be appointed by the Association 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 Association in General Meeting.

- (e) The accounts of the Association 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.
- (f) The Association at its Annual General Meeting may appoint annually on the recommendation of the Board any number of patrons as it considers necessary, subject to approval of that person or persons. Any patrons of the Association prior to the adoption of this Constitution remain patrons of the Association.

21. REGULAR CLUB MEETINGS

The Board must convene meetings of the Clubs (**Regular Club Meetings**):

- (a) at a frequency determined by it from time to time (which may be on a monthly basis) but which must not be less than six (6) such meeting in any one (1) calendar year, in addition to any General Meetings;
- (b) on such terms and following such procedure as the Board determines from time to time; and
- (c) for the purpose of providing the Clubs with information, guidance and anything else in connection with the Association.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings may be held

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

22.2 Requisition of Special General Meetings

- (a) The Board must, on the requisition in writing of not less than five (5) Member Clubs, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting must state:
 - (i) the object(s) of the meeting; and
 - (ii) any proposed resolution,and must be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution will be convened in the same manner, or as nearly as possible as that, in which such meetings are convened by the Board.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting must be given to every Member at the address appearing in the Register kept by the Association in writing (including by electronic means). The auditor (but only where required to be provided with such notice under the Act) and the Directors 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.
- (b) 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.
- (c) At least twenty-one (21) days' notice of a General Meeting must be given to those persons entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) if a Special Resolution is proposed, the wording of the resolution.
- (d) Notice of every General Meeting must be given in the manner authorised in **clause 36**.

24. BUSINESS

No business other than that stated on the notice for a General Meeting will be transacted at that meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 Quorum

No business will 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 will be at least 60% (in number) of the Clubs.

25.2 Chairperson to preside

- (a) The Chairperson will, subject to this Constitution, preside as chair at every General Meeting.
- (b) If the Chairperson is not present, or is unwilling or unable to preside, then the Directors present must appoint another Director to preside as chairperson for that meeting only.

25.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting 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 Chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chairperson may, with the consent of any meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting will be given as in the case of an original meeting.
- (d) Except as provided in **clause 25.3(c)** it will not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Voting Procedure

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

- (a) the Chairperson; or
- (b) a simple majority of the Members present and entitled to vote in accordance with this Constitution.

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association will be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 25.4** it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the poll will be the resolution of the meeting at which the poll was demanded.

26. VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

- (a) Each Club will be entitled to two (2) votes at any General Meeting, which will be exercisable by two (2) of the Club's Delegates present in person at the General Meeting. If only one (1) Delegate from a Club is present, then that Delegate will be entitled to exercise two (2) votes.
- (b) Each Life Member in attendance will be entitled to one (1) vote at each:
 - (i) Special General Meeting; and
 - (ii) Annual General Meeting,

provided that the relevant Life Member has attended, and signed the attendance book from, at least three (3) meetings comprising any one or a combination of:

- (iii) Regular Club Meetings (referred to in **clause 21**); and/or
- (iv) Special General Meetings,

held during the preceding twelve (12) month period. The voting restriction referred to in the preceding sentence will not apply to Life Members until the Annual General Meeting held in the year 2020 and by which time the relevant Life Member must have attended at least a total of three (3) Regular Club Meetings and/or Special General Meetings referred to above during the preceding twelve (12) month period to be eligible to exercise a vote at the 2020 Annual General Meeting.

- (c) No other Member will be entitled to vote but will subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**.

26.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal the Chairperson may exercise a casting vote. If the Chairperson does not exercise a casting vote the motion will be lost.

26.3 Postal Voting

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

27. NO PROXY VOTING

Proxy voting is not permitted under this Constitution. For the avoidance of doubt, the voting regime set out in **clause 26.1(a)** does not constitute proxy voting.

28. RECORDS AND ACCOUNTS

28.1 Records

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

28.2 Records Kept in Accordance with Act

- (a) Proper accounting and other records must be kept in accordance with the Act in written or electronic form.
- (b) The Association must retain such records for at least five (5) years after the completion of the transactions or operations to which they relate.

28.3 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:

- (a) any two (2) duly authorised Directors;
- (b) the General Manager and one (1) authorised Director; or
- (c) in such other manner and such other persons as the Board determines or authorises from time to time.

29. INCOME AND PAYMENTS

29.1 Income

- (a) Income and property of the Association will be derived from such sources as the Board determines from time to time.
- (b) The income and property of the Association will be applied solely towards or in connection with the promotion of the Objects.

29.2 Payments

- (a) Except as prescribed in this Constitution or the Act, the Association 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.
- (b) Nothing in **clause 29.2(a)** will prevent payment in good faith of or to any Member or Director or a company or other body in which a Member or a Director has an interest (whether directly or indirectly) for:
 - (i) any services actually rendered to the Association in the ordinary and usual course of operation;
 - (ii) goods or services supplied to the Association in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member or Director;
 - (iv) rent for premises demised or let by any Member or Director to the Association;
 - (v) any out-of-pocket expenses incurred by the Member or the Director on behalf of the Association,

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

- (vi) is approved by the Board; and
- (vii) does not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

The Board may, where practicable, procure that a tender process is undertaken with respect to any goods or services the subject of **clause 29.2(b)(i) or clause 29.2(b)(ii)**.

30. WINDING UP

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount of fees owing in respect to application for membership under **clause 6.3(c)**.
- (c) Every Member undertakes to contribute, up to a maximum of one dollar (\$1.00), to the assets of the Association 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 Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association.

31. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same 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 Association 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.

32. ALTERATION OF CONSTITUTION

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

33. REGULATIONS

33.1 Board to Formulate Regulations

- (a) The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and football in the Macarthur Region as it thinks necessary or desirable.
- (b) Such Regulations must be consistent with this Constitution.

33.2 Regulations Binding

- (a) All Regulations are binding on the Association and all Members and any other persons as may be relevant.
- (b) Any question, clarification or issue relating to the interpretation of the Regulations:
 - (i) will be determined by the Board; and
 - (ii) may be clarified by the Board issuing a directive,which decision will be final and binding and not capable of being appealed.

33.3 Procedure for adopting new Regulations

Prior to the Board adopting new Regulations:

- (a) the Board must circulate a draft copy to all Members giving Members at least fourteen (14) days to make submissions to the Board; and
- (b) the Regulations (as proposed) must be passed by a simple majority of the Members (being more than 50% of the votes cast by the Members present and entitled to vote in accordance with **clause 26.1**) during a General Meeting before it is adopted by the Board.

33.4 Procedure for amending existing Regulations

Prior to the Board amending any existing Regulation:

- (a) the Board must circulate a draft copy of the amendments to all Members giving Members seven (7) days to make submissions to the Board; and
- (b) the amendments to the Regulations (as proposed) must be passed by a simple majority of the Members (being more than 50% of the votes cast by the Members present and entitled to vote in accordance with **clause 26.1**) during a General Meeting before it is adopted by the Board.

34. STATUS AND COMPLIANCE OF ASSOCIATION

34.1 Recognition of Association

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

34.2 Compliance of Association

The Members acknowledge and agree the Association will:

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

34.3 Operation of Constitution

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and football are to be conducted, promoted, encouraged, advanced and administered throughout the Macarthur Region; and
- (b) to ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of football and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of football and the Members; and
- (f) that should a Member have administrative, operational or financial difficulties the Association may (but is not obliged to) act to assist the Member in whatever manner the Association considers appropriate.

35. STATUS AND COMPLIANCE OF CLUBS

35.1 Compliance

The Clubs acknowledge and agree that they will:

- (a) be or remain incorporated in New South Wales;
- (b) nominate two (2) Delegates annually to attend General Meetings, and will inform the Association of the details of that person accordingly;
- (c) provide the Association with copies of their audited accounts, annual financial reports and other associated documents when requested to do so;
- (d) recognise the Association as the authority for football in the Macarthur Region, FNSW as the authority in New South Wales and the FFA as the national authority for football;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or the FNSW from time to time; and
- (f) have regard to the Objects in any matter of the Club pertaining to football.

35.2 Club Constitutions

- (a) The Clubs will take all reasonable steps necessary to ensure their constituent documents are not inconsistent with this Constitution.
- (b) The Clubs must provide to the Association a copy of their constituent documents and all amendments to these documents when requested to do so.

35.3 Register

The Clubs must maintain, in a form acceptable to the Association, a register of all members of the Club. Each Club must provide a copy of their members register at a time and in a form acceptable to the Association when requested to do so.

36. NOTICE

- (a) Any notices or communications may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or by electronic mail or any other electronic method, to the Member's address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice 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.
- (c) 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.
- (d) Where a notice is sent by electronic mail, service of the notice will be deemed to be effected on the day it was sent.

37. INDEMNITY

- (a) Every Director and employee of the Association will be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association must indemnify, and keep indemnified, its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except in the case of fraud or other serious and deliberate misconduct.

38. INSURANCES

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