

Ku-ring-gai Stealers Baseball and Softball Club Incorporated Constitution

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

KU-RING-GAI STEALERS BASEBALL AND SOFTBALL CLUB INCORPORATED

1. NAME OF CLUB

The name of the Club is **Ku-ring-gai Stealers Baseball and Softball Club Incorporated (Club)**.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

Committee means the body managing the Club and consisting of the Committee Members.

Committee Member means a member of the Committee (including Office Bearers and Ordinary Committee Members) and includes any person acting in that capacity from time to time appointed in accordance with this.

Constitution means this Constitution of the Club.

Financial Year means (unless determined otherwise by the Committee) the year ending on the next 31 March following incorporation and thereafter a period of 12 months commencing on 1 April and ending on 31 March each year.

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

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (a) understand the information relevant to the decisions that will have to be made in the role of Committee Member;
- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision making process; or
- (d) communicate the decisions in some way.

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.

Local Area means the geographical area defined by the Regulations. If this is not defined in the Regulations it shall mean the Ku-ring-gai and surrounding areas.

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

NSO means the National Sporting Organisation for the Sport.

Objects means the Objects of the Club in **clause 3**.

Office Bearer means the Committee Members as defined as being in Office Bearer positions in **clause 16.1**.

Ordinary Committee Member means a member of the Committee who is not an Office Bearer of the Club.

Public Officer means the person appointed to be the public officer of the Club in accordance with the Act.

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

Regulations means any rules, by-laws or regulations made by the Committee under **clause 36**.

RSO means the Regional Sporting Organisation and which is a member of or affiliated with SSO.

Seal means the common Seal of the Club (if any).

Special Resolution means a Special Resolution defined in the Act.

Sport means the sport of baseball and the sport of softball (including any modified forms of these sports) as recognised by the respective NSO, RSO, SSO (or by the bodies they may be governed by), or other appropriate Australian and New South Wales governing bodies.

SSO means the State Sport Organisation for the Sport.

Voting Members means those Members of the Club under **clause 5** who have the right to vote at a Special Meeting.

2.2 Interpretation

In this Constitution:

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

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE CLUB

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

- (a) conduct, encourage, promote, advance and administer the Sport throughout the Local area;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport in the Local area;
- (c) affiliate and otherwise liaise with relevant RSO's, SSO's, NSO's and/or any other organisation and the Committee may choose to adopt any or all of their rules and policy frameworks where it sees fit, to further these Objects;
- (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport as may be determined from time to time;
- (e) advance the operations and activities of the Club throughout the local area;
- (f) have regard to the public interest in its operations; and
- (g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS

5.1 Members

- (a) The Members of the Club shall consist of;

Member Category	Brief Description	Receive notice of and attend General Meetings	Debate and vote at General Meetings	Eligible to be elected to the Committee
Life Members	An Individual appointed as a Life Member of the Club under clause 5.2 .	Yes	Yes	Yes
Playing Members	An individual who is at least 18 years of age and who is registered to play, coach, manage or umpire the Sport with Club.	Yes	Yes	Yes
Junior Members	An individual under 18 years of age who is registered to play, coach, manage or umpire the Sport with Club.	No	No	No
Parent Members	A parent or legal guardian of a Junior Member who is nominated to represent the interests of the Junior Member.	Yes	Yes	Yes
Non Playing Members	An individual who is at least 18 years of age with an interest in supporting the Club. Non Playing Members may also be known as Ordinary Members.	Yes	Yes	Yes
Associate Members	An individual who may be admitted from time to time (usually on a temporary basis) as a member of the Club subject to this Constitution and the Club Regulations.	No	No	No

- (b) All Members of the club are subject to this Constitution, the Regulations, rules and policies of the Club (as well as those of the RSO, SSO and NSO or other governing bodies if applicable).
- (c) The Regulations may specify classes or sub-categories within a Membership Category, including eligibility criteria, application and approval procedures and applicable fees for each Membership Category and/or class within a Membership Category.

5.2 Life Members

- (a) Any current Voting Member may nominate any natural person who has rendered distinguished service to the Club be considered for appointment as a Life Member.
 - (i) The conditions and format for nomination may be prescribed in the Regulations.
 - (ii) The nomination must be delivered to the Secretary at least thirty-five (35) days prior to the next annual General Meeting.
- (b) The Committee shall consider any such nominations received and may recommend to the annual General Meeting or may convene a special General Meeting that the nominee be appointed as a Life Member.
- (c) A resolution of the General Meeting to confer life membership (subject to **clause 5.2(d)**) on the recommendation of the Committee must be a Special Resolution.
- (d) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member. Should the person not accept the Club's resolution to confer life membership within a reasonable time period as determined by the Committee then the resolution will lapse and the offer of Life Membership will be withdrawn.
- (e) The criteria and process for nominating a Life Member as well as the conditions, obligations and privileges of a Life Member shall be prescribed in the Regulations.

5.3 Additional Categories of Membership

- (a) The Committee may from time to time create further categories of Members and may also create classes of membership within the categories of members as it sees fit, with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligations of any existing category and/or class of members.
- (b) No new category or class of members created under **clause 5.3** may be granted voting rights.
- (c) Details of all such further categories and classes of Members, including eligibility criteria, application and approval procedures, rights, privileges and obligations must be set out in the Regulations.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing (including by email or other electronic means, if the Committee so determines) on the form prescribed from time to time by the Committee (if any), and lodged with the Club; and
- (b) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club (as well as those of the RSO, SSO and NSO if applicable or any other applicable governing body) including but not only this Constitution.

6.2 Discretion to Accept or Reject Application

- (a) The Committee, may acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.
- (d) There is no right of appeal where the Committee rejects an application for membership, whether a new application or a renewal application.

6.3 Renewal

- (a) Members (other than Life Members) must re-apply for membership annually or in such timeframe as determined by the Committee in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to re-applications for membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

6.4 Deemed Membership

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

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

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

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member became a Member;
- (d) any other information determined by the Committee; and

- (e) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 30.2(b)**. If permitted, only an extract of the Register, including the name of the Member, their category of membership and any other information the Committee deems appropriate, shall be made available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Committee considers appropriate.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, RSO, SSO, NSO and any other relevant governing body;
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;
- (e) neither membership of the Club nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Club or its property or assets;
 - (ii) any automatic right of a Member to renewal of their membership of the Club;
 - (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (f) they are entitled to all benefits, advantages, privileges and services of Club membership; and

- (g) a right, privilege or obligation of a person by reason of their membership of the Club:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.
- (b) When the Club receives a notice given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for Breach

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee;
- (b) membership shall not be discontinued by the Committee under **clause 9.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Member to Re-Apply

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

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

10. DISCIPLINE

10.1 Disciplinary proceedings

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or the Sport; or
- (c) brought themselves, the Club, any other Member or the Sport into disrepute.

10.2 Procedure

- (a) That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Committee.
- (b) Without limiting the operation of **clause 10.2(a)** the Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations or as otherwise determined by the Committee but subject always to the Act.

11. SUBSCRIPTIONS AND FEES

- (a) The membership subscription and any other fees or levies payable by Members or categories (or sub-categories or classes) of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Committee from time to time.
- (b) The Committee is empowered to prevent any Member whose subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Committee exercises its power under this **clause 11(b)**.

12. EXISTING COMMITTEE MEMBERS

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE COMMITTEE

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

14. COMPOSITION OF THE COMMITTEE

14.1 Composition of the Committee

- (a) The Committee shall comprise of:
 - (i) the Office Bearers of the Club as defined under **clause 16**; and
 - (ii) Ordinary Committee Members; andeach of whom must be Voting Members and are to be elected under **clause 15**.
- (b) The number of Ordinary Committee Member positions available may be varied by the Committee in the Club Regulations prior to the notification of the next annual General Meeting, provided that there is at least two (2) Ordinary Committee Member position available and a minimum of seven (7) elected Committee Members (being a combination of Office Bearers and Ordinary Committee Members).
- (c) Unless the number of positions for Ordinary Committee Members is varied in the Regulations, the number of Ordinary Committee Positions shall remain the same as the current year.

14.2 Election and Appointment of Committee Members

The elected Committee Members shall be elected under **clause 15**.

14.3 Portfolios

Other than the positions and titles of the Office Bearers (unless allowed for under this Constitution), the Committee may allocate portfolios and/or titles to Committee Members as necessary. Subject to this Constitution and any properly passed resolution of the Committee, the allocation of portfolios or titles does not effect the powers and duties of Committee Members.

15. ELECTED COMMITTEE MEMBERS

15.1 Nomination for the Committee

- (a) Nominations for elected Committee Member positions may be received:
 - (i) in writing prior to the start of the annual General Meeting; or
 - (ii) may be received from the floor of the annual General Meeting.
- (b) Nominees for elected Committee Member positions must declare any position they hold in the NSO, SSO, RSO or any other relevant governing body of the Sport.
- (c) All nominees for the position of Committee Member must be Voting Members of the Club.

15.2 Form of Nomination

Nominations must be:

- (a) in writing;
 - (i) on the prescribed form (if any) provided for that purpose;
 - (ii) signed by two (2) Voting Members;
 - (iii) indicate the positions on the Committee that the nominee is nominating for;
 - (iv) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
 - (v) delivered to the Club in the timeframe specified in the notice of the General Meeting or if not specified, not less than three (3) days before the date fixed for the annual general meeting; or
- (b) from the floor of the General Meeting;
 - (i) seconded by a Voting Member; and
 - (ii) accepted by the nominee expressing their willingness to accept the position for which they are nominated and who must be present at the meeting or if not present, where a signed note of acceptance exists.

15.3 Elections

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated may be declared elected only if approved by a majority of Members present and entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in either alphabetical order or randomly drawn (as decided by the chair of the meeting), for each vacancy on the Committee where there are multiple nominations.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Committee from time to time.

15.4 Term of Appointment for Elected Committee Members

- (a) Committee Members elected under **clause 15**, subject to provisions in the Constitution relating to early retirement or removal of Committee Members, shall remain in office from the conclusion of voting at the annual General Meeting at which the election occurred until just before the start of voting for elected Committee Members at the following annual General Meeting.
- (b) There is no maximum number of consecutive terms for which a Committee Member may hold office.

16. OFFICE BEARERS

16.1 Office Bearer Positions

The Office Bearers of the Club shall comprise:

- (a) the President;
- (b) the Secretary;
- (c) the Treasurer; and
- (d) up to five (5) Vice Presidents.

16.2 Vice President Positions

- (a) The number of Vice President positions available may be varied by the Committee in the Regulations, from zero (0) to the maximum number defined in **clause 16.1(d)**, any variation must be done prior to the notification of the next annual General Meeting.
- (b) Unless the number of Vice President positions is varied in the Regulations, the number of Vice President Positions shall remain the same as the current year.

16.3 Holding of Multiple Office Bearer Positions

- (a) Where practicable a Committee Member should not hold more than two (2) Office Bearer positions.
- (b) Where a Committee Member holds more than one Office Bearer position, they shall only be considered to be one (1) Committee Member and only entitled to one (1) vote on any Committee matters.

16.4 Attend to Urgent Business

- (a) The Office Bearers shall attend to any urgent business of the Club which may arise between Committee meetings.
- (b) Any resolutions or decisions made by the Office Bearers between Committee meetings shall be reported at the next Committee Meeting.
- (c) No decision of Office Bearers under **clause 16.4(a)** shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

17. VACANCIES ON THE COMMITTEE

17.1 Casual Vacancies

Any casual vacancy occurring in the position of a Committee Member:

- (a) may be filled by the remaining Committee Members from among appropriately qualified persons; or
- (b) the Committee may appoint a Member of the Club who would have the right to be elected at a General Meeting, to fill the vacancy.

- (c) Any casual vacancy may only be filled for the remainder of the Term of Appointment that would have been in effect under **clause 15.4** had that Committee Member been elected to that position at the last annual General Meeting and any provisions under this Constitution.

17.2 Grounds for Termination of Committee Member

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
 - (i) this clause only applies where the Committee Member holds the Office Bearer position of Treasurer; or
 - (ii) holds any other position where the Committee Member has any control over funds of the Club; or
 - (iii) is an authorised signatory of the Club; and
 - (iv) under this clause whilst the position(s) that the Committee Member holds becomes vacant, the Committee Member may still continue as another Office Bearer not affected by this clause or as an Ordinary Committee Member, provided they are not an authorised signatory nor have direct control over Club funds.
- (c) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated and the Committee reasonably expects the Committee Member will remain Incapacitated for a period exceeding 3 months, provided always that:
 - (i) the Committee Member is first given the opportunity to make written or oral submissions to the Committee before a determination is made; and
 - (ii) any determination made under this **clause 17.2** shall be made with the Committee Members acting reasonably; or
- (d) ceases to be a Member of the Club;
- (e) resigns their office in writing to the Club;
- (f) is absent without the consent of the Committee from meetings of the Committee held during a period of four (4) months;
- (g) holds any office of employment with the Club without the approval of the Committee;
- (h) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;

- (i) in the reasonable opinion of the Committee (but subject always to this Constitution) has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
 - (ii) brought themselves or the Club into disrepute;
- (j) is removed by Special Resolution; or
- (k) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

17.3 Committee May Act

If a casual vacancy or vacancies arises in the office of a Committee Member or Committee Members, the remaining Committee Members may act. If the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee however, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

18. MEETINGS OF THE COMMITTEE

18.1 Committee to Meet

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

18.2 Decisions of the Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall for all purposes be deemed a determination of the Committee. All committee Members shall have one (1) vote on any question (regardless of how many portfolios or positions they may hold on the Committee). Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

18.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by the majority of Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members 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 Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down

from time to time by the Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person;

- (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within thirty (30) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
- (iv) any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

18.4 Quorum

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is three (3). A quorum must remain present throughout the meeting.

18.5 Notice of Committee Meetings

Notice of Committee meetings:

- (a) shall be given at the previous Committee meeting; or
- (b) with seven (7) days written notice to all Committee Members; or
- (c) at a period, shorter than seven (7) days provided that written notice is provided to all Committee Members and a majority of Committee Members agree (which agreement shall be sufficiently evidenced by their apology or presence).

18.6 Chair

The President of the Club shall act as chair of any Committee meeting or General Meeting at which they are present. If the President is not present, or is unwilling or unable to preside at any meeting then the Secretary shall preside as chair for that meeting only. If the Secretary is not present, or is unwilling or unable to preside at any meeting then the remaining Committee Members shall appoint another Committee Member present and willing to act as chair to preside as chair for that meeting only. If no Committee Members are present at a General Meeting then the Voting Members present shall appoint another Voting Member present and willing to act as chair to preside as chair for that meeting only.

18.7 Conflict of Interest

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

18.8 Disclosure of Interests

- (a) The nature of the interest of a Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be disclosed to the Committee at the next meeting of the Committee. If a Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee Member interest has arisen.
- (b) All disclosed interests must also be disclosed to each annual General Meeting.

18.9 General Disclosure

A general notice stating that a Committee Member is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After such general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

18.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member under **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

19. DELEGATIONS

19.1 Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Committee will determine what powers these committees are given. In exercising its power under this clause, the Committee should consider broad stakeholder involvement.

19.2 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the Committee by the Act, any other law or this Constitution.

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee

with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Committee from time to time.

19.5 Delegation May Be Conditional

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

19.6 Revocation of Delegation

The Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this **clause 19**.

20. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters. The Seal shall be used as follows:
 - (i) It is only to be used with the express authorisation of the Committee; and
 - (ii) every use of the Seal shall be recorded in the Club's minute book; and
 - (iii) two (2) Committee Members must witness every use of the Seal, unless the Committee determines otherwise.
- (b) Nothing in this **clause 20** limits the manners in which the Club may execute a document without the use of a Seal.

21. ANNUAL GENERAL MEETING

- (a) The Club's annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee .
- (b) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

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

22.2 Requisition of Special General Meetings

- (a) The secretary will convene a special General Meeting when at least ten per cent (10%) of Members entitled to vote submit a requisition in writing.
- (b) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (c) If the Committee does not cause a special General Meeting to be held one (1) month after the date in 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 no later than three (3) months after that date.

- (d) A special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice. The Committee Members shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place (or places under **Clause 24(a)**), day and hour of the meeting, and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner in **clause 38**.

24. USE OF TECHNOLOGY AT GENERAL MEETINGS

- (a) A General Meeting may be held at 2 or more venues using any technology or technologies approved by the Committee that gives each of the Club's Members entitled to be at that meeting, a reasonable opportunity to participate.
- (b) A Member of the Club who participates in a General Meeting using any technology approved for the General Meeting is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.
- (c) The Committee may add the option of attending a General Meeting via any approved technology under **clause 24(a)** as an additional option after notice of the General Meeting has been given, provided that a Member still has the opportunity to attend the meeting at the original place as specified in the notice for the General Meeting.

25. BUSINESS

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

26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than

thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be any ten (10) Members entitled to vote.

27.2 Chair to Preside

The chair of the Committee as defined in **clause 18.6** shall, subject to this Constitution, preside as chair at every General Meeting except:

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

In these cases, the chair shall be handed over (as defined in **clause 18.6**) to another Member present for those particular agenda item(s) or motion(s).

27.3 Adjournment of Meeting

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

27.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on:

- (a) show of hands; or
- (b) by a poll (before voting on the motion has commenced) when:
 - (i) requested by the chair; or
 - (ii) when the meeting is being held in 2 or more locations and a show of hands will not give all Voting Members present the reasonable opportunity to vote; or

- (c) after the declaration of the result based on a show of hands, a poll may be demanded by:
 - (i) the chair; or
 - (ii) a simple majority of the Voting Members.

27.5 Recording of Determinations

Unless a poll is demanded under **clause 27.4**, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

27.6 Where Poll Demanded

If a poll is duly demanded under **clause 27.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

27.7 Procedural irregularities

- (a) No decision of the Club, the Committee or any Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (b) The Club, the Committee or other Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

28. VOTING AT GENERAL MEETINGS

28.1 Members Entitled to Vote

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

28.2 Chair May Exercise Casting Vote

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

28.3 Proxy Voting

Proxy voting is not permitted at any General Meeting.

28.4 Postal or Electronic Voting

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

29. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.

- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to:
 - (i) any independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time; or
 - (ii) a community justice centre for mediation under the *Community Justice Centres Act 1983 (NSW)*.
- (d) The Committee may prescribe additional grievance procedures in Regulations consistent with this **clause 29**.
- (e) If the dispute is not resolved the Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

30. RECORDS AND ACCOUNTS

30.1 Records

- (a) The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Committee).
- (b) The Club Records may be kept electronically or in any other means or combination of means as the Committee may decide provided that they can be converted into hard copy where required by the Act.
- (c) The Club shall produce these records as appropriate at each Committee or General Meeting.

30.2 Records Kept in Accordance with the Act

- (a) Proper accounting and other records of the Club including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.
- (b) Subject to the Act, the Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

30.3 Committee to Submit Accounts

The Committee shall submit the Club's statements of account to the Members at the annual General Meeting in accordance with this Constitution and the Act.

30.4 Accounts Conclusive

The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive except when errors have been discovered within three (3) months after such approval or adoption.

30.5 Accounts to be available to Members

The secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive or have access to a copy of the statements of account, the Committee's report, the auditor's report (if any) and every other document required under the Act (if any).

30.6 Negotiable Instruments

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

31. AUDITOR

- (a) If not required by the Act (or other relevant government body) to appoint an auditor:
 - (i) the Committee is not required to appoint an auditor nor have an independent inspection of the Club's accounts; and
 - (ii) whilst not being required to have an audit or independent review performed, the Committee may determine that an audit or independent review of the accounts be carried out.
- (b) If required by the Act (or other relevant government body) to appoint an auditor:
 - (i) A properly qualified auditor or auditors shall be appointed by the Committee. The auditor's duties shall be regulated in accordance with the Act, and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Committee.
 - (ii) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

32. INCOME

- (a) Income and property of the Club shall be:
 - (i) derived from such sources; and
 - (ii) managed in such manner;

as the Committee determines from time to time subject always to the Act and this Constitution.

- (b) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Committee Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (d) Nothing in **clauses 32(b)** or **32(c)** shall prevent payment in good faith to any Member for:
 - (i) any services actually rendered to the Club whether as an employee, Committee Member or otherwise;
 - (ii) goods supplied to the Club in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) recognition of Members in accordance with any Reward and Recognition rules as set out in the Regulations;
 - (v) rent for premises demised or let by any Member to the Club; or
 - (vi) any out-of-pocket expenses incurred by a Member on behalf of the Club;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

33. WINDING UP

- (a) Subject to this Constitution the Club may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) The liability of a Member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of winding up or cancelling the registration of the Club is limited to the amount, if any, unpaid by the Member in respect of membership of the Club.

34. DISTRIBUTION OF PROPERTY ON WINDING UP

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

35. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

36. REGULATIONS

36.1 Committee to Formulate Regulations

The Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects and the Sport in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

36.2 Regulations Binding

All Regulations are binding on the Club and all Members.

36.3 Regulations Deemed Applicable

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

36.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Committee from time to time. The Club shall take reasonable steps to advise such changes to Members. All changes are binding on all Members.

37. STATUS AND COMPLIANCE OF CLUB

37.1 Recognition of Club

The Club may be a Member of a relevant RSO and SSO or other relevant body and be recognised by those bodies as the entity responsible for the delivery of the Sport in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the relevant sections of the RSO and SSO's or other relevant body's constitutions.

38. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be:
 - (i) sent by pre-paid post to the Member's registered address; or
 - (ii) sent by electronic mail to the Member's registered electronic mail address; or
 - (iii) prominently posted on the Club's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected on the day it was sent.

- (d) Where a notice is sent by posting on the Club's website, service of the notice shall be deemed to be effected the day it was posted.

39. INDEMNITY

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