



Associations Incorporation Act 2009 (NSW) (Act)

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BANKSTOWN TOUCH FOOTBALL ASSOCIATION INCORPORATED

CONSTITUTION

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1. NAME, EMBLEM AND COLOURS OF ASSOCIATION

1.1 The name of the Association is **Bankstown Touch Football Association Incorporated**.

1.2 The Association emblem is a **JET**.

1.3 The colours of the Association are **Green, Gold and Navy**.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

- a) In this Constitution unless the contrary intention appears:
- b) **Act** means the *Associations Incorporation Act 2009 (NSW)*.
- c) **Board** means the body managing the Association and consisting of the Directors.
- d) **Constitution** means this Constitution of the Association.
- e) **Director** means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this.
- f) **Financial Year** means a period of 12 months commencing on 1 July and ending on 30 June each year.
- g) **General Meeting** means the annual or any special general meeting of the Association.
- h) **Incapacitated** means unable to fulfil duties as required by this Constitution or the Act, including being able to:
- I) understand the information relevant to the decisions that will have to be made in the role of Director;
 - II) retain that information to the extent necessary to make those decisions;
 - III) use or weigh that information as part of the decision making process; or
 - IV) communicate the decisions in some way.
- i) **Individual Member** means a registered, financial Member of the Association who is at least 18 years of age who is playing, officiating, coaching or managing within the association.
- j) **Junior Member** means a registered Member of the Association who is younger than 18 years of age.
- k) **Associate Member** means is a person that is a parent/guardian of a junior member of the association. Junior members are entitled to only one (1) Associate member.
- l) **Life Member** means an Individual appointed as a Life Member of the Association under clause 4.2.
- m) **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.

- n) **Local area** means the geographical area for which the Association is responsible as recognised by the RSO and/or SSO for the Sport of which the Association is a Member.
- o) **Member** means a Member of the Association for the time being under clause 5.
- p) **NSO** means the recognised National Sporting Organisation for the Sport
- q) **Objects** means the Objects of the Association in **clause 3**.
- r) **Public Officer** means the person appointed to be the public officer of the Association in accordance with the Act.
- s) **Register** means a register of Members kept and maintained in accordance with **clause 6.1**.
- t) **Regulations** means any rules, by-laws or regulations made by the Board under **clause 35**.
- u) **RSO** means the Regional Sporting Organisation.
- v) **Special Resolution** means a Special Resolution defined in the Act.
- w) **Sport** means the sport of Touch Football.
- x) **SSO** means the State Sport Organisation for the Sport.

2.2 Interpretation

In this Constitution:

- a) a reference to a function includes a reference to a power, authority and duty;
- b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- c) words importing the singular include the plural and vice versa;
- d) words importing any gender include the other genders;
- e) references to persons include corporations and bodies politic;
- f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of 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 ASSOCIATION

The Association is established solely for the Objects. The Objects of the Association 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) liaise with the RSO, SSO and/or NSO of which the Association is a Member and adopt their rule and policy frameworks to further these Objects;
- d) abide by, circulate, enforce and ensure consistency in the application of the rules of Touch Football as may be determined from time to time by the NSO and SSO and as may be necessary for the management and control of the Touch Football and related activities in New South Wales;
- e) advance the operations and activities of the Association 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.
- h) Ensure all members traditionally from Bankstown Jets Touch Association and Bankstown Touch Association are represented equally under this one new association. This includes the history, tradition and recognitions of both Associations.

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 limited by guarantee as set out under section 124 of the *Corporations Act 2001 (Cth)*.

4.1 Members ®

The Members of the Association shall consist of:

- a) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings;
- b) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings or vote at General Meetings but may attend and speak at General Meetings;

- c) Associate Members, who subject to Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings and
- d) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote, at General Meetings;

All voting members are only entitled to one (1) vote even if they are a member under two or more categories.

4.2 Life Members

Life members of the Association will be appointed by the following process:

- a) A member may nominate a person for life membership. The nomination must be on the prescribed form (if any) and submitted to the Board 49 days before the date set down for the Annual General meeting.
- b) The Board may recommend to the Annual General Meeting that any natural person who has been a member for at least 10 years and rendered distinguished service to the Association be appointed as a Life Member.
- c) A resolution of the Annual General Meeting to confer Life Membership 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. Upon 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.
- e) Those Life Members who are prior to the adoption of this Constitution, Life Members of of Bankstown Jets Touch Association and Bankstown Touch Association, shall be deemed Life Members of this new Association.

4.3 Patrons

The Board may recognise a person as a patron of the Association. The conditions, obligations and privileges of the patron shall be as prescribed in the By-Laws.

4.4 Deeming Provisions

- a) All persons who were individual members, special members, life members or patrons of Bankstown Jets Touch Association and Bankstown Touch Association prior to the time of approval of this Constitution under the Act, shall be deemed Individual Members, Junior Members, Associate Members and Life Members respectively from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Association.
- b) All Affiliated Teams who were of the Bankstown Jets Touch Association and Bankstown Touch Association prior to the time of approval of this Constitution under the Act, shall be deemed Regions and Affiliated Teams respectively from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Association.

5. MEMBERSHIP APPLICATION ®

5.1 Application for Membership

An application for membership must be:

- a) from the applicant, on the form prescribed from time to time by the Board (if any), and lodged with the Association;
- b) accompanied by the appropriate fee (if any).
- c) Where a member is a parent of a junior member the junior membership application is deemed to be their membership form.
- d) By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Association (as well as those of the RSO, SSO and NSO) including but not limited to this Constitution.

5.2 Discretion to Accept or Reject Application

- a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clause 5.1** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- b) Where the Association accepts an application, the applicant shall become a Member. Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be amended accordingly as soon as practicable.
- c) Where the Association rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.
- d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

5.3 Renewal

- a) Membership is continuous whilst members remain active within the association at any time in a 12 month period. No renewal is necessary unless membership lapses due to absence from the association for more than 12 months.
- b) After 12 months has lapsed with no involvement in the association a new application for membership must be made.
- c) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

5.4 Subscriptions and Fees

- a) The annual membership subscription (if any), fees and any levies payable by Members (or any category of members) to the Association, the basis of, the time for and manner of payment shall be as determined by the Board from time to time.

- b) Any Member which or who has not paid all monies due and payable by that Member to the Association shall (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until such time as the monies are fully paid or otherwise within the Board's discretion. In the meantime, the Member shall have no automatic right to resign from the Association, and shall be dealt with in the Board's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member as a Member, or impose such other conditions or requirements as the Board considers appropriate.

6. REGISTER OF MEMBERS ®

6.1 Association to Keep Register

- a) The Association shall keep and maintain a register of Members in which shall be entered such information as is required under the Act from time to time.
- b) Members shall provide notice of any change and required details to the Association within one month of such change.

6.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

6.3 Use of Register

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

7. EFFECT OF MEMBERSHIP

7.1 Members acknowledge and agree that:

- a) this Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the Regulations.
- b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Association, RSO, SSO and NSO;
- 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 Association nor this Constitution gives rise to:
 - I) any proprietary right of Members in, to or over the Association or its property or assets;
 - II) any automatic right of a Member to renewal of their membership of the Association;

- f) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- g) they are entitled to all benefits, advantages, privileges and services of Association membership; and
- h) a right, privilege or obligation of a person by reason of their membership of the Association
 - l) is not capable of being transferred or transmitted to another person; and
- i) terminates upon the cessation of membership whether by death, resignation or otherwise.
- j) this constitution is made in pursuit of a common object namely the mutual and collective benefit of the Association, the members and the sport.

8. DISCONTINUANCE OF MEMBERSHIP

8.1 Notice of Resignation

- a) A Member who has paid all arrears of monies payable to the Association and have no other liability(contingent or otherwise) may resign or withdraw from membership of the Association by giving notice in writing to the Association of such withdrawal or resignation.
- b) When the Association receives a notice given under **clause 8.1a**, it must make an entry in the Register that records the date on which the Member, Patron or Life Member ceased to be a Member.

8.2 Discontinuance for Breach

Notwithstanding anything in the Act or this Constitution:

- a) membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;
- b) membership shall not be discontinued by the Board under **clause 8.2a** without the Board first giving the accused Member notice and the opportunity to explain the breach and/or remedy the breach; and
- c) where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 8.2a** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership as soon as practicable.

8.3 Member to Re-Apply

A Member whose membership has ceased or been discontinued must seek renewal and re-apply for membership in accordance with this Constitution; and may be re-admitted at the discretion of the Board.

8.4 Forfeiture of Rights

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

8.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 8.2** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

8.6 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.

9. DISCIPLINE ®

9.1 Disciplinary proceedings

Where the Board is advised or considers that a Member has allegedly:

- a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board or any duly authorised committee; or
- b) acted in a manner unbecoming of a Member or prejudicial to the objects and interests of the Association and/or the sport of Touch; or
- c) brought the Association or the sport of Touch into disrepute;

the Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to suspension or cancellation of the association. The member will submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms (if any) of the Association set out in the By-Laws.

9.2 Procedure

- a) The Board 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 Board but subject always to the Act.
- b) That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations or as otherwise determined by the Board.
- c) Without limiting the operation of **clause 9.1** the Board 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 but subject always to the Act.

10. SUBSCRIPTIONS AND FEES ®

- a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Association, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- b) The Board is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Association, including but not limited to the right to vote at General Meetings.

11. THE BOARD

11.1 Power of the Board

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

11.2 Portfolios ®

The Board may allocate portfolios and/or titles to the Director. Subject to this Constitution and any properly passed resolution of the Board, the allocation of portfolios or titles does not affect the powers and duties of Directors.

12. COMPOSITION OF THE BOARD

12.1 Initial Directors

The first Directors of the board shall be the six (6) members of the MOU Committee. Being President, Secretary, Treasurer, Vice President and two (2) Directors which will be determined by the MOU committee upon adoption of this constitution. After the initial first year period the relevant positions of Directors shall be vacated, filled and otherwise dealt with in accordance with this Constitution under **clause 13.2**

12.2 Composition of the Board

- a) The Board shall comprise of five (5) elected Directors who must all be Members and who shall be elected under **clause 13.2**.
- b) The Board will exist of President, Secretary, Treasurer, Vice President and Director.
- c) No person shall be qualified to be a Director who is not a full financial member for at least one year prior to the date of the Annual General Meeting at which the election of Directors is to occur.

13. ELECTED DIRECTORS

13.1 Nomination for Board ®

- a) Nominations for elected Director positions shall be called for twenty-eight (28) days prior to the Annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions may be determined by the Board from time to time. Nominations will close fourteen (14) days prior to the Annual General Meeting.
- b) Nominees for elected Director positions must declare any position they hold in the NSO, SSO or RSO.

13.2 Election Process

- a) The elections will be bi-annual after the initial year under the control of the MOU committee and be alternate as follows:
 - I) Year one: Secretary, Vice-President and Director.
 - II) Year two: President, Treasurer
- b) Candidates can nominate for up to three (3) positions in any voting year. If more than one (1) person nominates for any positions, an election will be held for that position by all members attending the AGM.

13.3 Form of Nomination

Nominations must be:

- a) in writing;
- b) on the prescribed form (if any) provided for that purpose;
- c) signed by two (2) Individual Members;
- d) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
- e) delivered to the Association not less than fourteen (14) days before the date fixed for the annual general meeting.

13.4 Elections @

- a) If only one(1) nomination is received for the vacancy to be filled, then the nominee may be declared elected only if approved by a majority of Members present and entitled to vote.
- b) If there are no nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 13.4(a)**, nomination may be accepted at the AGM. If still no nominations are received, the position/s will be deemed casual vacancies under **clause 14.1**.
- 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 alphabetical order for each vacancy on the Board.
- d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

13.5 Term of Appointment for Elected Directors

Directors elected under **clause 13.2** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.

14. VACANCIES ON THE BOARD

14.1 Casual Vacancies

Any casual vacancy occurring in the position of a Director may be filled by the Board by any appropriately qualified person.

14.2 Board May Act

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

15. TERMINATION OF DIRECTORS

15.1 Grounds for Termination of Director

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

- a) dies;
- b) conducts themselves in a manner which is deemed by the majority of the board to be contrary to the interest of the Association
- c) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- d) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
 - I) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - II) resigns their 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 employment with the Association without the approval of the Board;
- g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of that interest:
- h) in the reasonable opinion of the Board (but subject always to this Constitution) has:
 - I) acted in a manner unbecoming or prejudicial to the Objects and interests of the Association;
 - II) brought themselves or the Association into disrepute;
- i) is removed by Special Resolution; or
- j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

16. MEETINGS OF THE BOARD

16.1 Board to Meet

The Board 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 Director may at any time convene a meeting of the Board within a reasonable time.

16.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

16.3 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 all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one 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 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. The notice will specify that Directors are not required to be present in person;
- c) If a failure in communications prevents **clause 16.4** from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 16.4** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
- f) Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chair 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). A quorum must remain present throughout the meeting.

16.5 Notice of Board Meetings

Unless the majority of the Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days' notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

16.6 Chair

The President will act as chair of any Board meeting or General Meeting at which they are present. If the chair is not present, or is unwilling or unable to preside at a Board the Board shall appoint a chair from among its number to preside as chair for that meeting only.

16.7 Conflict of Interest ®

A Director 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 Board, absent them self from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent them self from discussions and refrain from voting, the issue should be immediately determined by the Board. If this is not possible, the matter shall be adjourned or deferred.

16.8 Disclosure of Interests

The nature of the interest of a Director must be declared at the meeting of the Board 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 Board at the next meeting of the Board. 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 interest has arisen.

All disclosed interests must also be disclosed to each annual General Meeting.

16.9 General Disclosure

A general notice stating that a Director 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 16.7**. After such general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

16.10 Recording Disclosures ®

Any declaration made, any disclosure or any general notice given by a Director under **clauses 16.7, 16.8** and/or **16.9** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

17. DELEGATIONS ®

17.1 Board May Delegate Functions

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

17.2 Delegation by Instrument

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

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

17.3 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.

17.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 16**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

17.5 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.

17.6 Revocation of Delegation

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

18. SPECIAL GENERAL MEETINGS

18.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

18.2 Requisition of Special General Meetings

- a) The secretary will convene a Special General Meeting when at least thirty (30) 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 Association. 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 Board does not cause a special General Meeting to be held one (1) month after the date in 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 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 Board.
- e) To provide stability to the new merged organisation and in recognition of the dedication, work, collaboration and agreements reached over the three years amalgamating Bankstown Jets Touch and Bankstown Touch, a Special General Meeting may not be called by members to change the constitution in any way without unanimous agreement of the Board for the first two years from the formulation of the new association.

19. ANNUAL GENERAL MEETING

19.1 Annual General Meeting

The Association'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 Board. The Annual General Meeting must be held within four (4) months from the end of its financial year

All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

19.2 Entitlement to Attend General Meeting

Notwithstanding any other Rule, no Member shall attend be represented at, or take part in a General Meeting if:

- a) They have outstanding monies due and payable to the Association; or
- b) Their membership has been suspended under **clause 9.1**.

20. NOTICE OF GENERAL MEETING

Notice of every General Meeting shall be given to every Life Member, Individual Member and Associate Member entitled to receive notice. Notices shall be sent to the addresses, emails or phone numbers appearing in the Association's Register. The auditor and Directors 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.

Notice of every General Meeting shall be given in the manner outlined below:

- a) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- b) At least twenty one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - c) the agenda for the meeting; and
 - d) any notice of motion received from Members entitled to vote.

21. BUSINESS

- a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
- 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 21a**), shall be special business.
- c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

22. 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 Association no less than twenty one (21) days (excluding receiving date and meeting date) prior to the General Meeting.

23. PROCEEDINGS AT GENERAL MEETINGS

23.1 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 Association shall be ten (10) Members entitled to vote.

23.2 Chair to Preside

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

- a) in relation to any election for which the President is a nominee; or
- b) where a conflict of interest exists.
- c) If the President is not present, or is unwilling or unable to preside, the Board shall appoint another Director to preside as chair for that meeting only.

23.3 Adjournment of Meeting

- a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the 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) The Chair may, with the consent of any General Meeting at which a quorum is not present allow the meeting to proceed subject to:-
 - I) Unanimous acceptance of those Members present.
 - II) Any determination pursuant to the circulated agenda shall not be deemed approved until the said determination has been circulated to the Members for thirty (30) Days.
 - III) If a minimum of ten (10) objectors are received from voting General Meeting members then the relevant issue shall be deemed to be lost.

23.4 Voting Procedure

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

- a) the chair; or
- b) a simple majority of the voting members.

23.5 Recording of Determinations

Unless a poll is demanded under **clause 23.6**, 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 Association's book of proceedings.

23.6 Where Poll Demanded

If a poll is duly demanded under **clause 23.5** 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.

23.7 Procedural irregularities

No decision of the Association, the Board or any Board 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.

The Association, the Board or other Board 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.

24. VOTING AT GENERAL MEETINGS ®

24.1 Members Entitled to Vote

Each Individual, Associate and Life 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 4.1**.

24.2 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.

24.3 Proxy Voting

Proxy voting is not permitted at any General Meeting.

24.4 Postal or Electronic Voting

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

25. GRIEVANCE PROCEDURE ®

The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

- a) another Member; or
- b) the Association.
- c) It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 9.1**.
- d) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- e) 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)*.
- f) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Association and the Members concerned.

26. RECORDS AND ACCOUNTS

26.1 Records

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

26.2 Records Kept in Accordance with the Act

- a) Proper accounting and other records of the Association 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 Board 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 Association will be open for inspection by the Members.

26.3 Board to Submit Accounts

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

26.4 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.

26.5 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 Board's report, the auditor's report and every other document required under the Act (if any).

26.6 Negotiable Instruments

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

27. AUDITOR

An auditor shall be appointed by the Association in General Meeting. The person or auditor's duties shall be regulated in accordance with the Act, the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may only be removed by the members via a special resolution.

The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by the appointed person or auditor at the conclusion of each Financial Year.

28. INCOME

Income and property of the Association shall be:

- a) derived from such sources; and
- b) managed in such manner;
- c) as the Board determines from time to time subject always to the Act and this Constitution.
- d) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- e) Except as prescribed in this Constitution or the Act:
 - I) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director; and
 - II) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- f) Nothing in **clause 28(e)** shall prevent payment in good faith to any Member for:
 - I) any services actually rendered to the Association whether as an employee, director or otherwise;
 - II) goods supplied to the Association in the ordinary and usual course of operation;
 - III) interest on money borrowed from any Member;
 - IV) rent for premises demised or let by any Member to the Association; or
 - V) any out-of-pocket expenses incurred by a Member on behalf of the Association;
 - VI) honorariums approved by members at a general meeting
 - VII) or winning prize money
- g) 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.

29. WINDING UP

- a) Subject to this Constitution the Association may be wound up or cancelled in accordance with the Act.
- b) The liability of the Members of the Association is limited.
- c) Every Individual Member undertakes to contribute to the assets of the Association if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up or cancelling the registration of the Association, such an amount not exceeding one dollar (\$1.00).

30. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the Association 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 Association. 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 Association by this Constitution. Such organisation(s) will be determined by the 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.

31. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

32. REGULATIONS

32.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Association, 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 Board.

32.2 Regulations Binding

All Regulations are binding on the Association and all Members.

32.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Association (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.

32.4 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 Board from time to time. The Association shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

33. STATUS AND COMPLIANCE OF ASSOCIATION

33.1 Recognition of Association

The Association is a Member of the RSO and SSO and is 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 RSO and SSO's constitutions.

33.2 Constitution of the Association

This Constitution will clearly reflect the objects of the RSO and SSO and will generally conform to the Constitutions of those bodies, subject always to the Act.

33.3 Region and SSO

The Association may not resign, disaffiliate or otherwise seek to withdraw from its RSO and/or SSO without approval by Special Resolution.

34. NOTICE

Notices may be given by the Association to any person entitled under this Constitution to receive any notice. The notice can be:

- a) sent by pre-paid post to the Member's registered address; or
- b) sent by electronic format to the Member's electronic mail address or phone number
- c) and will also be prominently posted on the Association's website and social media platforms.
- d) 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.
- e) Where a notice is sent by electronic mail or by posting on the Association's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

35. INDEMNITY

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, 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.

The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

- a) in the case of a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Association; or
- b) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.