

Associations Incorporation Act 2009 (NSW) **(Act)**

Constitution

July 2026

INTRODUCTION

This model constitution has been prepared by the NSW Office of Sport and adjusted by Football NSW Limited (**FNSW**) to assist FNSW Regional Associations to adopt a best practice corporate governance framework by updating their existing constitutions.

The template has been designed specifically for sport and the amendments framed to reflect the structures of community football in FNSW and has been based on the model constitution prepared by the NSW Office of Sport to comply with the *Associations Incorporation Act 2009 (NSW)* (**Act**) and best practice corporate governance, so it is more detailed than the model rules available on the Office of Fair Trading website. It takes into account issues which a general community organisation might not need to include; for example, Sport must deal with the impact of drugs; Sport is affected by child protection legislation; and Sport operates under a national system where the national body can make rulings and set policy that will flow through football and affect those playing at Club level.

This model constitution assumes that the Association will be indirectly affiliated to FNSW via a Regional Branch and will in turn have Clubs affiliated with it.

The benefit of such a structure is that all levels of football are working together for the advancement of the football community and therefore share common purposes, structures, policies and procedures. It also makes it easy to address issues of joint concern, to share information and to maximise the sport's marketability.

With the increasing amount of legislation affecting sport, this structure enables Regional Associations to enact consistent and complementary policies and strategies that address areas of common risk and that flow effectively through the organisation.

Model Constitution

In the course of your review of this model Constitution, there are a few points to note, in particular:

- Although the Act uses the term "committee" to describe the governing body of an incorporated association, the terms "Board" and "Director" are terms more commonly used in governance documents and so these terms have been used throughout this model Constitution.

- This model Constitution does not describe "offices" such as President, Vice President or Treasurer. While these terms have some cultural weight, they do not have any constitutional relevance, although nothing precludes these titles being attached to the roles of particular Directors.

- This model Constitution assumes that there will be six Directors elected by the membership (for two-year terms) and up to three Directors appointed by the Board (selected on the basis that they have additional skills that may facilitate or assist the Board with particular issues). This model Constitution also assumes that the Elected Directors (rather than the Members) will determine who acts as the Chairperson of the Association. Further, this model Constitution has a provision that requires that the club seek 50/50 gender balance on its Board. This provision is in keeping with the broader aim within football to pursue gender balance in both participation and leadership.

To enable ease of use, this model contains extensive footnotes and explanations on clauses and highlights sections that can be varied to suit your local situation. As you work through it you should think not just of your current situation, but where you envisage your Association to be in five or ten years. While constitutions can be changed and should be reviewed from time to time, it would be better to try and get it right now so that the Association can operate effectively and grow with time.

As you work through the process of developing or updating your Association's constitution, you should refer to the Sport Australia (SA) formerly the Australian Sports Commission's (ASC) Sports Governance Principles.

Regulations

While reviewing this model constitution, you will also develop a set of regulations or supplementing your existing regulations to provide more detail on certain sections of the Association's constitution (as contemplated in clause 41 of this constitution). Regulations (sometimes called rules or by-laws) are more easily adjusted and have a more operational tone to them. This is where you can include more detail of the policies and procedures that underpin the constitution.

Within this template there will be references to sections that would be detailed in the regulations developed to accompany your constitution. These are marked by ®.

- Members (clause 5);
- Affiliation (clause 6);
- Register of Members (clause 7);
- Disciplinary Procedure (clause 12);
- Subscriptions and Fees (clause 15);
- Delegations (clause 24); and
- Voting at General Meetings (clause 32); and
- Grievance Procedure (clause 13).

Amendments

While this Constitution should be tailored to your specific requirements, highlighted in green are the clauses that are mandatory under paragraph 7.4 of the Football NSW By-Laws (available on the Football NSW website). Those clauses are:

- Application for Affiliation (clause 6.3);
- Effect of Membership (clauses 11(a), 11(c), 11(e) and 11(h));
- Disciplinary Procedure (clause 12); and
- Grievance Procedure (clause 13).

As with any legal document, this Model Constitution template does not replace nor is intended to constitute a substitute to obtaining separate independent legal advice in respect of your Association's specific requirements and thereby facilitating the customising of this template to suit the particular needs and preferences of your Association.

DISCLAIMER:
THE INFORMATION PROVIDED IN THIS MODEL CONSTITUTION TEMPLATE IS FOR YOUR INFORMATION ONLY. FNSW AND NSW OFFICE OF SPORT ACCEPT NO RESPONSIBILITY FOR THE ACCURACY OR SUITABILITY OF THE TEMPLATE TO YOUR ASOCIATION'S PARTICULAR NEEDS AND CIRCUMSTANCES OR YOUR RELIANCE UPON IT.

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

of

ALBURY WODONGA FOOTBALL ASSOCIATION INCORPORATED

This is a template constitution for a New South Wales Regional sporting organisation. The document complies with the Associations Incorporation Act 2009 (NSW) ("Act"). The document has also been drafted to take into account the Australian Sports Commission's (ASC) Sports Governance Principles.

The document has been prepared to show the organisation as a key part of the overall national structure for the Sport and thus there are references to the State governing body and the National governing body for the Sport.

***Please note** the document has been tailored to the requirements of AWFA.*

1. NAME OF ASSOCIATION

The name of the Association is Albury Wodonga Football Association Incorporated (**Association**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

Affiliate Member means an individual who is an Official who is associated with, or recognised by, the Association but who is not an Individual Member.

Annual General Meeting (AGM) means the annual general meeting of the Association held in accordance with **clause 26**.

Appointed Director means a Director appointed in accordance with **clause 20**.

Association means Albury Wodonga Football Association.

Association Official means any person involved with the administration, management or organisation of an association (whether paid or unpaid) including employees and volunteers.

Board means the body consisting of the Directors.

Branch means Riverina Branch, a member of FNSW, and the governing body for football in the Riverina area of NSW as recognised by FNSW.

Club means a football club which is a Member, and is otherwise affiliated with the Association as per the Rules and Regulations of the Association.

Club Official means any person involved with the administration, management or organisation of a Club (whether paid or unpaid) including employees and volunteers.

Constitution means this Constitution of the Association.

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

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the General Manager.

Elected Director means a Director elected in accordance with **clause 19**.

FA means Football Australia Limited, Australia's peak football governing body.

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

Financial year means (unless determined otherwise by the Board) the year commencing on 1 November and ending on 31 October each year.

FNSW means Football New South Wales Limited, the peak governing body for football in New South Wales (NSW) (except for the Northern regions of NSW, the governing body for which is Northern NSW Football Limited, a separate and unrelated company).

General Manager means the General Manager of the Association (if any or by some other title) for the time being appointed under this Constitution. Where the Association does not have a General Manager, the Association secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the General Manager under this Constitution.

General Meeting means the AGM or any SGM of the Association.

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 Director;

(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.

Individual Member means a registered, financial member of a Club or a natural person who is otherwise recognised by the Association as an Individual Member.

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

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

Match Official means a referee, assistant referee, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by the Association to assume responsibility in connection with a football match or competition.

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

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

Official means an Association Official, Club Official or Match Official

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

Region means the geographical area for which the Association is responsible as recognised by FNSW.

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

Regulations means any Regulations made by the Board under **clause 41**.

Seal means the common seal of the Association (if any).

Special General Meeting (**SGM**) means a special general meeting of the Association held under **clause 27**.

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

2.2 Interpretation

In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) 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);

(h) a reference to **present in person** means present physically or by electronic means; and

(i) a reference to **writing** shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise

shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

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

3. OBJECTS OF THE ASSOCIATION

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

(a) recognise FA as the national authority for football in Australia and FNSW as the authority for football in New South Wales (NSW) (except for the Northern regions of NSW, the governing body for which is Northern NSW Football Limited), and Riverina Branch as the authority for football in Riverina NSW;

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

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

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

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

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

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

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

(i) affiliate and otherwise liaise with the Branch and adopt its rule and policy framework to further these Objects and football in general;

(j) use and protect the Intellectual Property;

(k) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;

(l) strive for government, commercial and public recognition of the Association as the controlling body for football in the Region;

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

(n) advance the operations and activities of the Association throughout the Region;

(o) further develop football into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other

activities and to issue badges, medallions and certificates and award trophies to successful Members;

(p) review and/or determine any matters relating to football which may arise, or be referred to it, by any Member;

(q) recognise any penalty imposed by any Member;

(r) act as arbiter (as required) on all matters pertaining to the conduct of football in the Region, including disciplinary matters;

(s) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the Region;

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

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

(v) have regard to the public interest in its operations;

(w) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;

(x) promote the health and safety of Members and all other participants in football in the Region;

(y) seek and obtain improved facilities for the enjoyment of football in the Region; and

(z) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

The Association has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act for the purposes of furthering the objects.

5. MEMBERS ®

5.1 Categories of Members

The Members of the Association shall consist of:

(a) Clubs, which subject to this Constitution, shall each be represented by up to two Delegates, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;

(b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;

(c) Individual Members and Affiliate Members who shall have no right to receive notice of or right to be present, to debate or to vote at General Meetings;

(d) the Directors, who shall have the right to be present and to debate at General Meetings, but have no right to vote; and

(e) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Association in General Meeting.

5.2 Life Members

(a) The Board may recommend to the AGM that any natural person who has rendered distinguished service to the Association or football in the Region, where such service is deemed to have assisted the advancement of football in the Region, be appointed as a Life Member.

(b) A resolution of the AGM to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.

(c) A person must accept or reject the Association'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.

6. AFFILIATION ®

6.1 Affiliation with the Branch

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

6.2 Clubs

(a) To be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership under this Constitution.

(b) For such time as the Club is not incorporated, the secretary (or their nominee) of any such unincorporated Club shall be deemed to be a Member (on behalf of the unincorporated Club). The secretary (or their nominee) shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.

(c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion.

(d) Failure to incorporate within the period stated in **clause 6.2(a)** shall result in the expulsion of the secretary (acting on behalf of the unincorporated Club) from membership. The expelled unincorporated Club shall not be entitled to re-apply for membership of the Association until it becomes incorporated.

6.3 Application for Affiliation

An application for affiliation must be:

(a) from the applicant or its nominated representative, in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;

(b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and

(c) 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 Association (as well as those of FNSW and FA) including but not only this Constitution.

6.4 Discretion to Accept or Reject Application

(a) The Board shall consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form pursuant to **clause 6.3**. The Board shall at that meeting decide whether to accept or reject the application. 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 shall be deemed to commence upon acceptance of the application by the Association. The General Manager shall amend the Register accordingly as soon as practicable to include the new Member.

(c) Where the Board rejects an application, the Association shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association. No reasons for rejection need be given.

(d) Any decision, and the process of making a decision, by the Board in granting or declining an application under this **clause 6.4** is final. There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.5 Re-Affiliation

(a) Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in Regulations from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.3** applies to applications for re-affiliation.

(b) Upon re-affiliation a Club must lodge with the Association an updated copy of its constitution (including all amendments) or confirmation that there have been no changes to the constitution previously provided, and must provide details of any change in its Delegates and any other information reasonably required by the Association. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to FNSW's constitution.

6.6 Deemed Membership

(a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.

(b) Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.

(c) Any persons prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.6(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. STATUS AND COMPLIANCE OF ASSOCIATION

7.1 Recognition of Association

The Association is a member of the Branch and is recognised by the Branch as the controlling authority for football in the Region and subject to compliance with this Constitution and the Branch's, FNSW's and FA's constitutions shall continue to be so recognised and shall administer football in the Region in accordance with the Objects.

7.2 Compliance of Association

The Members acknowledge and agree the Association shall:

(a) be or remain incorporated in New South Wales;

(b) apply its property and capacity solely in pursuit of the Objects and football;

(c) do all that is reasonably necessary to enable the Objects to be achieved;

(d) act in good faith and loyalty to ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;

(e) at all times act in the interests of the Members and football;

(f) not resign, disaffiliate or otherwise seek to withdraw from the Branch without approval by Special Resolution; and

(g) abide by the Branch's, FNSW's and FA's constitutions, FIFA Statutes and the Laws of the Game.

7.3 Operation of Constitution

The Association and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and football are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and

(b) to ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;

(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of football and its maintenance and enhancement;

(d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;

(e) to act in the interests of football and the Members; and

(f) that should a Member including but not only Clubs have governance, administrative, operational or financial difficulties the Board may act (but is not obliged) to assist the Member in whatever manner the Board considers appropriate.

8. ASSOCIATION'S CONSTITUTION

8.1 Constitution of the Association

This Constitution will clearly reflect the objects of FNSW and will conform to and comply with FNSW's constitution, subject always to compliance with the Act.

8.2 Operation of Constitution

(a) The Association will take all reasonable steps to ensure this Constitution conforms to, and complies with, FNSW constitution subject always to compliance with the Act.

(b) The Association shall provide to FNSW a copy of this Constitution and any amendments to it. The Association acknowledges and agrees that FNSW has power to veto any provision in its Constitution which, in FNSW's opinion, is contrary to the objects of FNSW.

8.3 Register

The Association shall maintain, in a form acceptable to FNSW but otherwise in accordance with the Act and this Constitution, a Register of all Clubs and if appropriate all Individual Members.

9. STATUS AND COMPLIANCE OF CLUBS

9.1 Compliance

Clubs acknowledge and agree that they shall:

(a) be or remain incorporated in New South Wales or Victoria;

(b) nominate a Delegate annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;

(c) provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;

(d) recognise the Association as the authority for football in the Region, the Branch as the authority for the parts of New South Wales as recognised by FNSW, FNSW as the authority in New South Wales (other than northern NSW) and FA as the national authority for football;

(e) adopt and implement such communications and Intellectual Property policies as may be developed by the Association, Branch and/or FNSW from time to time;

(f) not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution; and

(g) have regard to the Objects in any matter of the Club pertaining to football.

9.2 Club Constitutions

(a) A Club's constituent documents will clearly reflect the Objects and will conform to, and comply with, this Constitution.

(b) Clubs will take all reasonable steps necessary to ensure their constituent documents conform to, and comply with, this Constitution.

(c) Clubs shall provide to the Association a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Association has power to veto any provision in a Club constitution which, in the Association's opinion, is contrary to the Objects.

(d) The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for football in the Region, the Branch as the authority for the parts of New South Wales as recognised by FNSW, FNSW as the authority for football in New South Wales (except northern NSW) and FA as the national authority for football in Australia.

9.3 Register

All Clubs shall maintain, in a form acceptable to the Association, a Register of all members of the Club. Each Club shall provide a copy of the Register at a time and in a form acceptable to the Association, and shall provide regular updates of the Register to the Association.

10. REGISTER OF MEMBERS ®

10.1 Association to keep Register

The Association shall keep and maintain a Register (whether in written or electronic form) in which shall be entered (as a minimum):

(a) the full name, address, email address, category of membership and date of entry to membership of each Club; and

(b) the full name, residential address, email address, mobile phone number and date of entry to membership of each Director and Life Member; and

(c) where applicable, the date of termination of membership of any Club.

Clubs, Directors and Life Members shall provide notice of any change and required details to the Association within one (1) month of such change.

10.2 Inspection of Register

Having regard to the Act, privacy laws and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 35.1**. If permitted, only an extract of the Register, excluding the residential address (or email address) or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members who make a reasonable request.

10.3 Use of Register

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

11. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations and the Branch's FNSW's and FA's constitution, by-laws, statutes and 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) to the extent of any inconsistency between this Constitution and the Regulations, then to the extent of any such inconsistency, the FNSW constitution, by-laws, statutes and regulations shall prevail;

(d) they must amend this Constitution to promptly adopt any changes in the model constitution promulgated by FNSW from time to time;

(e) they must not otherwise amend this Constitution without the consent of FNSW and any amendment to this constitution in breach of this **clause 11(e)** will be invalid;

(f) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association, Branch, FNSW and FA;

(g) they submit exclusively to the jurisdiction of the internal grievance resolution procedures of the Association, Branch, FNSW and FA in relation to any disputes and/or grievances between the Association and Members pursuant to this Constitution, and the Regulations and Branch's, FNSW's and FA's constitutions, by-laws, statutes and regulations;

(h) they will not attempt to resolve any grievance or dispute with the Association or any Member in a court of law;

(i) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football;

(j) 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;

(iii) 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;

(k) they are entitled to all benefits, advantages, privileges and services of Association membership; and

(l) 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.

12. DISCIPLINARY PROCEDURE ®

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

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the Branch's, FNSW or FA's constitution or

regulations or any resolution or determination of the Board or any duly authorised committee; or

(ii) acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Association, Branch, FNSW, FA and/or football; or

(iii) brought the Association, Branch, FNSW, FA, any other Member or football into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member.

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.

(b) 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.

13. 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 Association.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 12**.

(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 FNSW in accordance with the procedures determined by FNSW from time to time; or

(ii) a community justice centre for mediation under the *Community Justice Centres Act 1983 (NSW)*.

(d) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 13**.

(e) If the dispute is not resolved by the grievance procedure set out in this **clause 13**, 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.

14. DISCONTINUANCE OF MEMBERSHIP

14.1 Notice of Resignation

(a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving at least one (1) months' notice in writing to the Association of such resignation or withdrawal. The resignation or withdrawal from membership takes effect on the date specified in the notice of resignation or withdrawal.

(b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.

(c) If a Club ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.

(d) When the Association receives notice of resignation of membership given under **clauses 14.1(a)** and **14.1(b)**, it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

14.2 Termination

(a) A Member's membership ceases if:

(i) the Member resigns by giving notice to the Association in accordance with **clause 14.1**;

(ii) the Member is a natural person and dies;

(iii) the Member is a natural person and becomes an insolvent under administration or undischarged bankrupt;

(iv) the Member is a body corporate, and a resolution is passed to wind it up or it becomes an externally administered body corporate; or

(v) the Member's membership is discontinued in accordance with **clause 14.3**.

(b) Any Member who ceases to be a Member under this **clause 14.2** remains liable to pay the Association any money owing by that Member at the time the membership ceases or as otherwise required by this Constitution.

14.3 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 or failure to meet or to continue to meet any requirements of membership of the Association stated in this Constitution or the Regulations;

(b) membership shall not be discontinued by the Board under **clause 14.2(a)** without the Board first giving the accused Member 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 14.2(a)** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 14.2** as soon as practicable.

14.4 Failure to re-affiliate

Membership of the Association will cease if a Club has not re-affiliated with the Association within one (1) month of re-affiliation falling due. The Register shall be amended to reflect any cessation of membership under this **clause 14.4** as soon as practicable.

14.5 Member to Re-Apply

A Member whose membership has been discontinued under **clause 14.2** or which has ceased under **clause 14.4**:

(a) must seek renewal and re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the sole discretion of the Board. There is no right of appeal where the Board refuses to re-admit a former Member under this clause.

14.6 Forfeiture of Rights

A Member who or which 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 by the Member. Where a Club ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

14.7 Delegate Position Lapses

The position of Delegate shall lapse immediately on cessation of membership of a Club.

14.8 Membership may be Reinstated

Membership which has been discontinued or which has ceased under this **clause 14** may be reinstated at the sole discretion of the Board, with such conditions as it deems appropriate.

14.9 Refund of Membership Fees

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

15. SUBSCRIPTIONS AND FEES ®

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

(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 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 Board exercises its power under this **clause 15(b)**.

(c) Where a Member's annual subscription or any other fees are in arrears for more than 30 days that Member's membership ceases.

16. EXISTING DIRECTORS

(a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next AGM following such adoption of this Constitution. After this AGM the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

(b) The person known and appointed to the position of General Manager (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

17. POWERS 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 football and community throughout the Region.

18. COMPOSITION OF THE BOARD

18.1 Composition of the Board

The Board shall comprise:

(a) Of one Elected Director nominated by each affiliated Club who must all be Individual Members and who shall be elected under **clause 19**;

The Board shall (as far as practicable depending on numbers of Directors) comprise of Directors where no one gender accounts for more than 50% of the number of Directors. For avoidance of doubt this means that in some years only male directors or only female Directors may be elected or appointed.

A Director cannot also be a Delegate.

18.2 Election and Appointment of Directors

(a) The Elected Directors shall be elected under **clause 19**.

18.3 Portfolios

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

19. ELECTED DIRECTORS ®

19.1 Nominations

(a) All affiliated clubs nominate one Director for appointment to the Board of Directors 14 days prior to the Annual General Meeting. If no nomination is received 14 days before the Annual General Meeting they can be made at the Meeting.

(b) Nominees for Elected Director positions (each a **Candidate**) must declare any position they hold in a Club, FNSW or FA including as an officer (howsoever described including as a Delegate) or as a full time employee.

19.2 Form of Nomination ®

Nominations are to be provided by each affiliated club and must be:

(a) in writing;

(b) on the prescribed form (if any) provided for that purpose;

(c) signed by an authorised representative of the Club;

(d) certified by the Candidate (who must be an Individual Member) expressing their willingness to accept their nomination as Director; and

(e) delivered to the Association not less than fourteen (14) days before the date fixed for the AGM. If no nomination is received 14 days before the Annual General Meeting they can be made at the Meeting.

19.3 Elections

(a) The candidate nominated for a position on the Board may be declared elected only if approved by the majority of Members present and entitled to vote. For avoidance of doubt an Elected Director must be elected by a majority of Members..

(b) If a Club has failed to nominate a Candidate to the Board, or if a person is not approved by the majority of Members under **clause 19.3(a)**, the positions will be deemed casual vacancies under **clause 21.1**.

(c) Voting shall be conducted by show of hands or in such manner and by such voting method (jncluding, but not limited to, electronically) as may be determined by the Board from time to time.

19.4 Term of Appointment for Elected Directors

(a) Directors elected under this **clause 19** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, Elected Directors shall remain in office for a term commencing from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM occurring after they were elected.

(b) Half of the Elected Directors shall retire each even year and half of the Elected Directors shall retire in each odd year until, after two (2) years the original Elected Directors have retired after which those Elected Directors (or their replacements) who first retired, shall retire and so on.

(c) The sequence of retirements under **clause 19.4(b)** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot noting always the gender requirements of **clause18**.

(d) Following the adoption of this Constitution, no person who has served as an Elected Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for election as an Elected Director until the next AGM following the date of conclusion of their last term as an Elected Director.

20. VACANCIES ON THE BOARD

20.1 Casual Vacancies

(a) any casual vacancy occurring in the position of Director may be filled by the Board following subsequent nomination by an affiliate club not already represented on the Board

(b) Any casual vacancy may only be filled for the remainder of the outgoing Director's term under this Constitution.

(c) Service as a Director under this clause shall be deemed to constitute a full term for the purposes of **clause 19.4(d)**.

20.2 Grounds for Termination of Director

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

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) 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) any determination made under this **clause 21.2** shall be made with the Directors acting reasonably; or

(d) 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;

(g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their 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; or

(i) 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)*.

20.3 Board May Act

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

21. MEETINGS OF THE BOARD

21.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (but shall meet at least six (6) times in each calendar year and at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board to be held within a reasonable time.

21.2 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 in the form of a resolution approved by a simple 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 shall have no casting vote and the motion will be lost.

21.3 Resolutions not in Meeting

(a) A resolution in writing, 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, known as a circular resolution, may consist of several documents in like form each signed by one (1) or more of the Directors.

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

(i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;

(ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be physically present;

(iii) if a failure in communications prevents **clause 22.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be

suspended until **clause 22.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

(iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chair of the meeting is located.

21.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is more than 50% of the Directors elected A quorum must remain present throughout the meeting.

21.5 Notice of Board Meetings

Unless all 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 written 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.

21.6 Chair

The Board shall appoint a chair from amongst its number. The chair shall be the nominal head of the Association and 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 meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

21.7 Directors' Interests

(a) A Director is ineligible to hold office and is also disqualified from office by:

(i) holding or assuming any office of profit or position of employment in the Association, in any Member or in any company or incorporated association in which the Association is a shareholder or otherwise interested; or

(ii) contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association, in which any Director is in any way interested, will be voided for such reason.

(b) A Director who has a material personal interest in a matter that relates to the affairs of the Association must declare that interest to the Board.

(c) A Director who has an interest in a matter, may give the Board standing notice of the nature and extent of the interest in the matter. The notice may be given at any time and whether or not the matter relates to the affairs of the Association at the time the notice is given.

(d) The secretary shall record in the minutes any declaration made or any general notice given by a Director under **clauses 22.7(b)** and/or **22.7(c)** and the action decided upon by the Board in relation to that declaration.

(e) A Director, notwithstanding the interest, may be counted in the quorum present at any meeting, but cannot remain in the meeting whilst the matter in which the Director is

interested is being debated and cannot vote in respect of any matter in which the Director is interested. If the Director remains and votes in such matter, the vote shall not be counted.

22. GENERAL MANAGER

22.1 Appointment of General Manager

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

22.2 General Manager to act as Secretary and Public Officer

The General Manager shall act as and carry out the duties of secretary and Public Officer of the Association and shall administer and manage the Association in accordance with the Act and this Constitution.

If the General Manager is not a resident of New South Wales they cannot legally be the Public Officer. In the case of this occurring the Board can appoint a Public Officer from within their number or can appoint a person who is not on the Board at their absolute discretion.

22.3 Vacation of Office of Public Officer

The General Manager shall vacate his or her office as the Public Officer in the following circumstances:

(a) if he or she dies;

(b) if he or she resigns the office in writing addressed to the Board;

(c) if he or she is removed from office by resolution at a Board Meeting;

(d) if he or she becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with his or her creditors or makes an assignment of his or her remuneration for their benefit;

(e) if he or she becomes a mentally incapacitated person; or

(f) if he or she ceases to ordinarily reside in New South Wales.

22.4 Specific Duties

The General Manager shall:

(a) unless otherwise directed by the Board, as far as practicable attend all Board meetings and all General Meetings;

(b) prepare the agenda for all Board and General Meetings;

(c) record and prepare minutes of the proceedings of all Board meetings and General Meetings, and shall use best endeavours to distribute minutes of General Meetings to Clubs promptly from the date of the meeting; and

(d) regularly report on the activities of, and issues relating to, the Association.

22.5 Power to Manage

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the General Manager has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed by the Association in General Meeting shall invalidate any prior act of the General Manager or the Board which would have been valid if that resolution had not been passed.

22.6 General Manager may employ

The General Manager may , after consultation with, and approval by, the Board, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the General Manager determines.

22.7 No General Manager

Where the Association does not have a General Manager, the Board shall assume the functions of the General Manager under this Constitution and delegate that responsibility as it considers appropriate.

23. DELEGATIONS ®

23.1 Board may Delegate Functions

The Board may by instrument in writing create or 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 and where possible gender diversity. Any committee members appointed by the Board shall, as far as practicable, comprise of committee members where no one gender accounts for more than 50% of the number of committee members.

23.2 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 or the General Manager by the Act or any other law, or this Constitution, or by resolution of the Association in General Meeting.

23.3 Delegated Function Exercised in Accordance with Terms

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

23.4 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 22** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and 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.

23.5 Delegation may be Conditional

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

23.6 Revocation of Delegation

The Board may by resolution and/or instrument in writing, at any time revoke, either wholly or in part, any delegation made under this clause. The Board may also amend or repeal any decision made by such body or person under this **clause 24**.

24. SEAL

(a) The Association may have a Seal upon which its corporate name shall appear in legible characters.

(b) If the Association has a Seal it must not be used without the express authorisation of the Board via a Board resolution. Every use of the Seal shall be recorded in the Association's minute book. Any two (2) Directors authorised by the Board must witness every use of the seal, unless the Board determines otherwise.

(c) The Association shall establish and maintain a Register of all use of the Seal and should record its use in its Minutes.

25. ANNUAL GENERAL MEETING

(a) An AGM of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue determined by the Board.

(b) All General Meetings other than the AGM shall be SGMs and shall be held in accordance with this Constitution.

26. SPECIAL GENERAL MEETINGS

26.1 SGMs May be Held

The Board may, whenever it thinks fit, convene a SGM of the Association and, where, but for this clause more than fifteen (15) months would elapse between AGMs, shall convene a SGM before the expiration of that period.

26.2 Requisition of Special General Meetings

(a) The General Manager will convene a SGM when at least five per cent (5%) of Members entitled to vote submit a requisition in writing calling for the holding of an SGM.

(b) The requisition for a SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.

(c) If the General Manager does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.

(d) A SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

(e) For the purposes of **clause 27.2(b)**:

(i) a requisition may be in electronic form, and

(ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

27. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Club and Life Member and any other Member entitled to receive notice at the address appearing in the Register kept by the Association. The Association's auditor, General Manager and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. 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 and time of 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;

(ii) any notice of motion received from Members entitled to vote; and

(iii) forms of authority in blank for proxy votes.

(d) Notice of every General Meeting shall be given in the manner authorised in this **clause 42**.

28. BUSINESS

(a) The business to be transacted at the AGM 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 all business that is transacted at an AGM, with the exception of those matters set down in **clause 29(a)** shall be special business. Special business does not need to be passed by Special Resolution unless required by the Act, this Constitution or it is moved as a Special Resolution.

(c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

29. 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 General Manager not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

30. PROCEEDINGS AT GENERAL MEETINGS

30.1 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 **75%** of Clubs represented by their Delegates.

30.2 Chair to preside

The chair 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 chair is a nominee; or

(b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside the Delegates present shall appoint another Director to preside as chair for that meeting only.

30.3 Meetings by telephone or other electronic/digital means

Without limiting the power of the Association to regulate its meetings as it thinks fit, a General Meeting may be held where one (1) or more of the Clubs represented by their Delegates is not physically present at the meeting, provided that:

(a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other electronic or digital means;

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

(c) if a failure in communications prevents **clause 31.3(a)** from being satisfied by that number of Clubs represented by their Delegates which constitutes a quorum, and none of such Clubs represented by their Delegates 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 31.3(a)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

(d) any meeting held where one (1) or more of the Delegates is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Club represented by their Delegate is there present and if no Club represented by their Delegate is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

30.4 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 such other day and at such other time and place as the chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

(b) The 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 but 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 31.4(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

30.5 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 Delegates on behalf of their Members.

30.6 Recording of Determinations

Unless a poll is demanded under **clause 31.5**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

30.7 Where Poll Demanded

If a poll is duly demanded under **clause 31.5** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

30.8 Procedural irregularities

(a) 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.

(b) 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.

31. VOTING AT GENERAL MEETINGS

31.1 Members Entitled to Vote

Each Club shall be entitled to one (1) vote at General Meetings which, subject to this clause shall be exercised by the Club's Delegate. 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**. The Directors and General Manager shall have no right to vote at General Meetings.

31.2 Chair May Not Exercise Casting Vote

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

31.3 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 but always in accordance with the Act.

32. PROXY VOTING ®

(a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the General Manager at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one (1) proxy vote at any one (1) time.

(b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Delegate shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

33. STRATEGIC FORUM OF ASSOCIATION ®

33.1 Strategic Forums

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

(a) inform the Board of significant membership issues;

(b) assist the Board to design or review the Association's strategic plan and direction;

(c) discuss statewide issues; and

(d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

33.2 Attendees at Strategic Forums

The following persons may attend strategic fora of the Association:

(a) up to two (2) representatives from each Club; and

(b) the Directors; and

(c) such other persons the Board considers should be invited to attend.

34. RECORDS AND ACCOUNTS ®

34.1 Records

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting. A Member does not have the right to inspect any of

the Association's records or minutes except as required by law or authorised by the Directors or by the Association in General Meeting.

34.2 Records Kept in Accordance with 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 General Manager.

(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.

(c) The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

34.3 Board to Submit Financial Statements

The Board shall submit to the Members at the AGM the annual financial statements of the Association in accordance with this Constitution and the Act.

34.4 Financial Statements Conclusive

The annual financial statements when approved or adopted by an AGM shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

34.5 Financial Statements to be available to Members

The General Manager shall ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the Association's annual financial statements, the Board's report, the auditor's report and every other document required under the Act (if any).

34.6 Negotiable Instruments

All 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.

35. AUDITOR

If required by the Act:

(a) a properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001 (Cth)* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting; and

(b) the annual financial statements of the Association 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.

36. INCOME

(a) Income and property of the Association shall be:

(i) derived from such sources; and

(ii) managed in such manner;

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

(b) The income and property of the Association 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 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.

(d) Nothing in **clauses 37(b)** or **37(c)** shall prevent payment in good faith of or 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;

(v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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.

37. WINDING UP

(a) Subject to this Constitution the Association may be wound up or its registration is cancelled in accordance with the Act.

(b) The liability of the Members of the Association is limited.

(c) Every Member undertakes to contribute to the assets of the Association if it is wound up or its registration cancelled while they are a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up or cancelling the registration of the Association, such an amount not exceeding one dollar ($1.00).

38. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the registration of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members. Instead, the assets or property shall be given or transferred to

another organisation(s) that has objects similar to the Objects. Such organisation(s) must prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) will be determined by the Members in General Meeting at or before the time of winding up or cancellation of the Association's registration. If this does not occur, the decision is to be made by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

39. ALTERATION OF CONSTITUTION

(a) The Members must amend this Constitution to promptly adopt any changes in the model constitution promulgated by FNSW from time to time.

(b) The Members must not otherwise amend this Constitution without the consent of FNSW and any amendment to this constitution in breach of this **clause 40(b)** will be invalid.

(c) This Constitution shall not be altered except by Special Resolution.

40. REGULATIONS

40.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects and football in the Region as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, FNSW and FA's constitutions, any regulations made by FNSW or FA and any policy directives of the Board.

40.2 Regulations Binding

All Regulations are binding on the Association and all Members.

40.3 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 insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply and be in operation.

40.4 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 and prepared and issued by the General Manager. Clubs shall take reasonable steps to distribute such changes to Individual Members. All changes are binding on all Members.

40.5 Procedure for Adopting Regulations

Prior to issuing, adopting or amending any Regulations, the Board must circulate a draft copy of that Regulation or amended Regulation to all Members to allow Members twenty eight (28) days to make submissions to the Board in relation to the Regulations or amended Regulations, and the Board is required to take into consideration those submissions prior to adopting such Regulations.

41. NOTICE

(a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by:

(i) pre-paid post; or

(ii) by electronic mail;

(iii) to the Member's registered address or electronic mail address, or in the case of a Delegate, to the last notified address or electronic mail address; or

(iv) prominently posting the notice on the Association's website or any form of social media account.

(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 (3) days after posting.

(c) Where a notice is sent by electronic mail or by posting the notice on the Association's website or any form of social media account, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

42. PATRONS AND VICE PATRONS

The Association at its AGM may appoint on the recommendation of the Board a chief patron and such number of patrons as it considers necessary, subject to approval of that person or persons.

43. INDEMNITY

(a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Association 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:

(i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and

(ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.