



# AFLNRJ LEAGUE CONSTITUTION

01/05/2015)

# AFLNRJ League Constitution

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# 1. DEFINED TERMS & INTERPRETATION

## 1.1 Defined terms

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

**Act** means the *Associations Incorporation Act 2009* (NSW) or any other act under which the League may be incorporated from time to time.

**Affiliate Club** or **Affiliate** or **Affiliate Member** means an AFL Club, which holds an existing membership with the League, or, is applying for membership.

**Affiliate Delegate** or **Delegate** means the persons elected or appointed from time to time to act for and on behalf of an Affiliate Club and to represent the Affiliate Club at General Meetings or otherwise of the League.

**AFL Inc** means the Australian Football League Incorporated.

**Annual General Meeting** means the Annual General Meeting of the League as defined in clause 5.3.

**Association** means the AFLNRJ League. League and Association are interchangeable in this context.

**AFL Queensland** means the Governing body for all Australian Rules Football in Queensland/Northern Rivers, NSW and this body shall be affiliated with the Australian Football League Incorporated (AFL Inc) as the governing body for the sport throughout Australia.

**Australian Football League Constitution** means the Statement of Purposes and Rules of Australian Football League Incorporated (AFL Inc) as amended from time to time and any by-laws of (AFL Inc) as amended from time to time.

**Board** means the Executive Committee consisting of the Directors, as per clause 7 of this Constitution, as elected at an Annual Meeting.

**Board Meeting** means the meeting of the Board.

**Club** means the various Clubs registered as Affiliate Members of the League.

**Delegate** means the person elected or appointed from time to time by the Affiliated Club to represent the Club at General Meetings or otherwise.

**Director** means a member of the Board elected or appointed in accordance with clause 7.3 and includes Independent Directors.

**Financial Affiliate Member** means a Club, licenced to the League, which has no overdue debts with the League.

**Financial Year** means the year commencing 1 November and ending 31 October the following year.

**Intellectual Property** means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the League or any event, competition or Australian Rules Football activity of or conducted, promoted or administered by the League.

**League** means the AFLNRJ, which is affiliated with AFL Queensland and the Australian Football League Incorporated (AFL Inc).

**League Meeting** means the meetings of the League attended by the Delegates from each Affiliated Club.

**Licence Agreement** means the agreement signed annually, or as otherwise required by the League, between the League and the Affiliated Club.

**Life Member** means an individual upon whom Life Membership of the League has been conferred under Rule 4.4.

**Member** means a member of the League.

**Member State** means an entity recognised by Australian Football League Incorporated (AFL Inc) to administer the sport of Australian Rules Football in a particular State or Territory of Australia subject to the Australian Football League Incorporated (AFL Inc) Constitution. In Queensland/Northern Rivers, NSW this shall relate to “AFL Queensland Inc”.

**Official** means any person acting on behalf of a Member Club in relation to any match approved or controlled by the League or any elected Office Bearer of a Member Club.

**Region** shall mean (in general terms) the geographic area that the League is covered by virtue of its Affiliate Members area from which they draw their players and members.

**Registered Player** means a person registered by the League and an Affiliate Club to play in the competitions conducted by the League.

**Rules** means this Constitution, the Statement of Purposes of the League, Appendices and Schedules and any Rules, Regulations and Policies that may from time to time be promulgated by the Board of this League.

**Seal** means the common seal of the League and includes any official seal of the League.

**Secretary** means a person elected, or appointed, as Secretary to the Board.

**Special Meeting** means a special meeting defined in clause 5.2.

**State** means the State of Queensland and including Northern Rivers, NSW.

## **1.2 Expressions in Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act has the same meaning as that provision of the Act.

## **1.3 Interpretation**

In this Constitution:

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

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

## **2. INTRODUCTION**

### **2.1 Introduction and name**

- (a) The League shall be managed by a Board that shall be responsible to the affiliated Clubs
- (b) The name of the Incorporated Association is AFL Northern Rivers Juniors (AFLNRJ).

### **2.2 Objects of the League**

The League is the peak body for the administration of the sport of Australian Rules Football in the Northern Rivers, NSW. The objects for which the League is established and maintained are to:

- (a) conduct encourage, promote, advance, control and administer the sport of Australian Rules Football in and throughout Northern Rivers, NSW
- (b) act in good faith and loyalty to ensure the maintenance and enhancement of the League, Australian Rules Football, the other affiliated Leagues and the sport of Australian Rules Football, its standards, quality and reputation for the collective and mutual benefit of the Members and Australian Rules Football;
- (c) at all times operate with and promote mutual trust and confidence between the League, Australian Rules Football, the other affiliated Leagues and the Members in pursuit of these objects;
- (d) at all times to act on behalf of, in the interests of, and in conjunction, with the Members and Australian Rules Football;
- (e) promote the economic and sporting success, strength and stability of the League and its affiliated clubs and to act interdependently with the affiliated clubs in pursuit of these objects;
- (f) ensure compliance with relevant Australian Rules Football rules and regulations as amended from time to time by AFL Queensland and the AFL Inc;
- (g) ensure that a high standard of Australian Rules Football is maintained;

- (h) develop a sense of sportsmanship and a high degree of proficiency in competitors and participants in Australian Rules Football;
- (i) enable competitors to achieve a high level of physical and mental fitness through the teaching and practice of Australian Rules Football;
- (j) apply the property and capacity of the League towards the fulfilment and achievement of these objects;
- (k) use and protect the Intellectual Property of the Australian Football League;
- (l) collect, distribute and publish information in connection with Australian Rules Football;
- (m) promote and control Australian Rules Football competitions and championships within the Northern Rivers, NSW
- (n) strive for governmental, commercial and public recognition of Australian Rules Football;
- (o) implement and secure uniformity in such laws of the game as may be necessary or appropriate for the management and control of Australian Rules Football and related activities in Northern Rivers, NSW
- (p) review and/or determine any matters relating to Australian Rules Football which may arise or be referred to it by any Member;
- (q) recognise any penalty imposed by the League, and the Affiliated clubs and Leagues;
- (r) encourage participants, coaches and officials registered with the League, Affiliates or other recognised Australian Rules Football organisations to realise their potential and athletic abilities by extending to them the opportunity of education and further participation in Australian Rules Football;
- (s) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate, to further these objects and Australian Rules Football;
- (t) act as final arbiter on all matters pertaining to the conduct of Australian Rules Football within the membership of the League;
- (u) formulate or adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Australian Rules Football;
- (v) represent the interests of its Members and of Australian Rules Football generally in any appropriate forum;
- (w) have regard to the public interest in its operation;
- (x) do all that is reasonably necessary to enable these purposes to be achieved and to enable the Members to receive the benefits which these purposes are intended to achieve;
- (y) encourage and promote performance-enhancing drug free Australian Rules Football competition; and
- (z) undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these objects.

## 2.3 Powers of the League

Solely for the purpose of furthering the above Objects, the League shall have power to:

- (a) affiliate any Club the League may deem appropriate to affiliate;
- (b) become affiliated or act in conjunction with any other body having as its objects the encouragement, development, fostering and promotion or regulation of Australian Rules Football;
- (c) establish and maintain uniform rules under which all affiliated Clubs participate in matches under the control of the League;
- (d) select, employ, appoint, hire, remove, replace, reinstate or suspend such Administrators, employees and other persons in and for the carrying out of the Objects of the League and to pay them in return for services rendered to the League, salaries, wages and gratuities, as appropriate;
- (e) borrow and raise money in such manner as the League may think fit, including on bonds or mortgage or other security of any property held for or on behalf of the League or without any such security;
- (f) invest and deal with any monies of the League, not immediately required for the objects of the League, in such manner as may from time to time be determined by the Board;
- (g) provide and maintain premises from which the activities of the League will be conducted;
- (h) purchase, take on lease or exchange, hire and otherwise acquire any land, buildings or personal property of any nature whatsoever;
- (i) expend any monies necessary to construct, improve, maintain, and develop any houses, buildings, grounds, playing surfaces, conveniences or works necessary or convenient for the purposes of, or which seem likely to advance, the League;
- (j) take or hold mortgages, loans, liens or charges to secure payment of the purchase price or any unpaid balance of the purchase price or any part of the League's real or personal property or proprietary rights of whatsoever kind as may be sold from time to time or any money due to the League from any purchasers or others;
- (k) take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the League in the form of donations, annual subscriptions or otherwise;
- (l) take, or otherwise acquire and hold shares, debentures or other securities of any company or body corporate; or draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable and transferable instruments;
- (m) receive money on deposit with or without allowance of interest thereon;
- (n) take any gift of property whether subject to any special trust or not for any one or more of the objects of the League, provided the League shall only deal with any such trusts in such manner as is allowed by law;
- (o) take and effect insurance or seek, obtain and in its discretion act on, any professional advice necessary or appropriate;

- (p) establish and maintain corporate entities to carry on and conduct the business affairs and undertakings, or any aspect thereof, of the League and for that purpose, to utilise any of the assets of or held on behalf of the League;
- (q) enter into any commercial arrangements for the supply of goods and services to the League, affiliated clubs and other persons;
- (r) promote any other person or company for any purpose calculated to benefit the League and not in conflict with Members
- (s) amalgamate with any one (1) or more incorporated Leagues having objects altogether or in part similar to those of the League and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the League under the Rules;
- (t) purchase or otherwise acquire all or any of the property assets or liabilities of any incorporated association, company, institution, society or unincorporated body;
- (u) obtain all licenses, permits, clearances and authorities required from time to time;
- (v) act as arbiter (where applicable) on all matters pertaining to the conduct of the sport of Australian Rules Football in Northern Rivers, NSW including disciplinary matters; and determine complaints between Members;
- (w) print and publish any newspapers, periodicals, books or leaflets and develop and implement any computer system or software package that the League may think desirable for the promotion of its Objects;
- (x) enter into arrangements with a Federal, State or Local Government body, in particular enter into arrangements with any government or authority that are incidental or conducive to the attainment of the Objects and the exercise of the powers of the League, and to obtain rights, privileges and concessions from such government or authority and carry out, exercise and comply with any such rights, privileges and concessions;
- (y) make selection and be responsible for representative players or teams to participate in matches with a team or competitions of or with other bodies having as their purposes the encouragement, development, fostering, promotion or regulation of Australian Rules Football;
- (z) control the selection and appointment of any representative player, official or League team;
- (aa) control and discipline any player and official of any team participating in a competition organised or sanctioned by the League in relation to conduct occurring before, during or after the playing of the match;
- (bb) give credit to any affiliated club or person; and
- (cc) do other lawful things as are incidental or conducive or subsidiary to the attainment of the purposes described in the Powers and/or any of the Objects of the League.

## **2.4 Application of Income**

- (a) The income and property of the League shall be applied solely towards the promotion of the objects of the League as set out in this Statement of Purposes.



- (b) Except as prescribed in this Statement of Purposes:
  - (i) no portion of the income or property of the League shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and without vote of Members
  - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the League to any Member who holds any office of the League.
- (c) Nothing contained in clauses (a) or (b) above shall prevent payment in good faith of or to any member for:
  - (i) any services actually rendered to the League whether as an employee or otherwise;
  - (ii) goods supplied to the League 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 League;
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the League; or

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.

## **2.5 Liability of Member**

The liability of the Members, Delegates and Directors of the League is limited.

## **2.6 Members' Contributions**

Every Member of the League undertakes to contribute to the assets of the League, in the event of it being wound up while a Member or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the League contracted before the time at which they cease to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$1.00.

## **2.7 Distribution of Property on Winding Up**

If upon winding up or dissolution of the League 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 of the League but shall be given or transferred to some body or bodies having purposes similar to the Purposes of the League and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the League by this Statement of Purposes and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the League at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

### **3. LEAGUE AND AFFILIATE CONSTITUTIONS**

#### **3.1 Recognition of League**

- (a) The League is recognised as a Member of AFL Queensland, the controlling authority for the sport of Australian Rules Football in Queensland and Northern NSW, and is subject to compliance with this Constitution and the Rules of the AFL Queensland and the Australian Football League Incorporated (AFL Inc.) constitutions.
- (b) The League shall administer the sport of Australian Rules Football within the boundaries of the League in accordance with the objects of the League and AFL Queensland.

#### **3.2 Compliance of League as a Member of AFL Queensland**

The Members acknowledge and agree the League shall:

- (a) be incorporated in NSW;
- (b) elect or appoint one (1) or two (2) Delegate/s ( as determined by AFL Qld in its absolute discretion) to represent it at all Meetings / Designated Forums of AFL Queensland in accordance with this Constitution and the AFL Queensland constitution;
- (c) provide AFL Queensland with copies of its audited accounts, annual report and other associated documents within 30 days of the League's Annual Meeting;
- (d) adopt in principle, the Objects of AFL Queensland and adopt rules which reflect and which are, to the extent permitted or required by the Act, generally in conformity with the AFL Queensland constitution and accompanying rules and regulations;
- (e) apply its property and capacity solely in pursuit of the objects of the League and the sport of Australian Rules Football;
- (f) do all that is reasonably necessary to enable the objects of the League to be achieved;
- (g) act in good faith and loyalty to ensure the maintenance and enhancement of AFL Queensland, the League and the sport of Australian Rules Football, its standards, quality and reputation for the collective and mutual benefit of the Members and the sport of Australian Rules Football;
- (h) at all times operate with, and promote, mutual trust and confidence between AFL Queensland and the League in pursuit of these objects;
- (i) at all times act on behalf of and in the interests of the Members and the sport of Australian Rules Football.

#### **3.3 Operation of Constitution**

The League and the Members acknowledge and agree:

- (a) that they are bound by this Constitution to operate and create uniformity in the way in which the Objects of the League and the sport of Australian Rules Football are to be conducted, encouraged, promoted and administered in Queensland and Northern Rivers, NSW;
- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of the sport of Australian Rules Football, its standards, quality and

reputation for the collective and mutual benefit of the Members and the sport of Australian Rules 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 the sport of Australian Rules Football, and its maintenance and enhancement;
- (d) to make full and proper disclosure to each other of all matters of importance to the League and the sport of Australian Rules Football;
- (e) not to acquire a private advantage at the expense of Australian Rules Football Australia, the League or the sport of Australian Rules Football;
- (f) to operate with mutual trust and confidence in pursuit of the objects of the League;
- (g) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the objects of the League;
- (h) to act for and on behalf of the interests of the Australian Football League Inc., the League and the sport of Australian Rules Football; and
- (i) that should an Affiliate have administrative, operational or financial difficulties, including but not limited to where an Affiliate:
  - (i) takes or has taken or has instituted against it any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the Affiliate; or
  - (ii) enters into a composition or arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation; or
  - (iii) a mortgagee or other creditor takes possession of any of its assets.
- (j) the League may, in its absolute discretion act to assist an Affiliate in whatever manner and on such conditions as the League considers appropriate, including, but not limited to the appointment of an administrator.

### **3.4 Constitution of the League**

The constituent documents of the League shall clearly reflect the Objects of Australian Football League Incorporated (AFL Inc) and shall be in a form acceptable to AFL Queensland, with such incidental variations as are necessary or appropriate, having regard to the Act.

### **3.5 Amendments to League Constitution**

- (a) The League shall take all steps necessary to ensure its constituent documents and Constitution are in a form acceptable to AFL Queensland and shall ensure its documents are amended in conformity with future amendments made to the Australian Football League Incorporated (AFL Inc) constitution, subject to any prohibition or inconsistency in the Act.
- (b) Subject to the Act, this Constitution may be amended, repealed or added to by a special resolution carried at an Annual or Special meeting.
- (c) Notice of any proposed amendment, repeal or addition must be given at least twenty eight (28) days prior to Annual or Special meeting to the Secretary and

must be communicated to all members not less than twenty eight (28) days prior to such meeting.

- (d) No clause shall be amended or repealed nor shall any new clause be made except on the consent of 75% of the members voting at the Annual or a Special Meeting called for such purpose.
- (e) Any amendment, repeal or addition is valid only if it is registered with NSW Fair Trading.

### **3.6 Affiliate Constitution and Rules**

#### **3.6.1 Compliance of Affiliates (Clubs)**

The Affiliates acknowledge and agree that each of them shall:

- (a) be incorporated in NSW;
- (b) elect or appoint one (1) Delegate and one (1) alternative to represent it at all meetings of the League, and shall inform the League of the details of those persons accordingly;
- (c) provide the League with copies of its audited accounts, annual report and other associated documents within 30 days of the affiliate's Annual General Meeting;
- (d) recognise the League as the authority for the sport of Junior Australian Rules Football in Northern Rivers, NSW; AFLQ as State body for Queensland and Northern Rivers; and, AFL Inc as the national authority for the sport of Australian Rules Football;
- (e) generally, have regard to the Purposes of the League, and in particular the purpose to create a single uniform entity;
- (f) be responsible for the conduct, promotion, encouragement and administration of the sport of Australian Rules Football, in any matters of the Affiliate pertaining to the sport of Australian Rules Football; and
- (g) abide by the Constitution of the League and AFL Queensland's Constitution, Rules and Regulations.

#### **3.6.2 Constitution of the Affiliate Member (Clubs)**

The constituent documents of an Affiliate shall clearly reflect the Objects of the League and will conform with this Constitution, subject to any requirements in the Act, and at least to the extent of:

- (a) the Objects of the League;
- (b) the structure and membership categories of the League;
- (c) recognising Australian Football League Incorporated (AFL Inc) as the national peak body for the sport of Australian Rules Football in Australia and AFL Qld as the peak body for the sport of Australian Rules Football in Queensland and Northern Rivers, NSW;
- (d) recognising AFLQ as the final arbiter on matters pertaining to the sport of Australian Rules Football in Queensland and Northern Rivers, NSW including disciplinary proceedings such incidental variations as are necessary having regard to the Act.

### **3.6.3 Availability of Affiliate Constitution**

- (a) The Affiliate shall provide to the League a copy of its constitutional documents and all amendments to these documents at the earliest available opportunity but within one (1) years of the commencement this Constitution. The Affiliate shall ensure its constituent documents are in conformity with the League's Constitution at least to the extent set out in clause 3.6.2 and shall ensure its documents are amended in conformity with future amendments made to the League's Rules, subject to any prohibition or inconsistency in the Act.
- (b) The Affiliate acknowledges and agrees that the League has power to veto any provision in its constitutional documents which, in the League's reasonable opinion, is contrary to the Objects of the League or Australian Rules Football Queensland.

### **3.6.4 Affiliate's Register of Members**

Each Affiliate shall maintain, in a form and with such details as are acceptable to the League, a register of all individual members of the Affiliate.

## **4 MEMBERSHIP**

### **4.1 Membership Classifications**

#### **(a) Category of Members**

The Members of the League shall consist of:

- (i) Affiliated Clubs- who subject to this Constitution shall be represented by the Affiliate Club's Delegate who has the right to be present, debate and vote at Annual, Special and League Meetings for and on behalf of the Affiliate;
- (ii) Office Bearers- shall refer to the individuals elected at the Annual Meeting to form the Executive Committee of the League and shall be known as the Board Members. Elected Board Members have full voting rights;
- (iii) Life Members;

#### **(b) Creation of new Categories**

The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable (other than voting rights) after discussion and vote of existing members

### **4.2 Life Members**

- (a) The Board or an Affiliate may nominate a person, who has rendered distinguished or special service over a minimum of 10 years to Australian Rules Football, for life membership.
- (b) There shall be no limit of Life Members confirmed each Annual Meeting.
- (c) Conditions, obligations and privileges of life membership shall be as prescribed in the League Rules and Policies. Life members do not pay membership fees.

### **4.3 Affiliates Eligibility for Membership**

- (a) To be eligible for membership, a Club must be incorporated or in the process of incorporation, which process shall be complete within one (1) year of applying for membership under this Constitution.
- (b) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Affiliate shall be resolved by the Board at its sole discretion.
- (c) Failure to incorporate within the period stated in Rule 12.1(a) shall result in the expulsion of the Delegate (acting on behalf of the unincorporated Affiliate) from membership. The unincorporated Club shall not be entitled to re-apply for membership until such time as it is incorporated.

### **4.4 Application for Membership**

An annual application for membership by an organisation must:

- (a) be in writing on the form prescribed from time to time by the Board, from the applicant or its nominated representative and lodged with the League ( normally in the form of the AFL Qld Licence Agreement);
- (b) be, in the case of an application for Affiliate membership, accompanied by a copy of the applicant's constitution (which must be acceptable to the League and be substantially in conformity with this Constitution) and register of members;
- (c) be accompanied by the appropriate fee as determined by the Committee annually;
- (d) ensure its facilities and financial circumstances are of a standard acceptable to the Board;
- (e) ensure its name and uniform are acceptable to the Board and its members or will be altered to a uniform and name acceptable to the Board and its members;
- (f) ensure it can demonstrate that it has access to and approval to use a facility suitable for the use of Australian Football.
- (g) comply with any other criteria stipulated by the League at the time of application.

### **4.5 Discretion to Accept or Reject Application**

- (a) The League may accept or reject an application and shall provide reasons
- (b) Where the League accepts an application, the applicant shall become a Member. Membership of the League shall be deemed to commence upon acceptance of the application by the League. The Secretary shall amend the register accordingly as soon as practicable.
- (c) Where the League rejects an application the League shall refund any fees forwarded with the application and the application shall be deemed rejected by the League.

### **4.6 Membership Renewal**

- (a) Affiliate Clubs must reapply for membership with the League in accordance with the procedures set down by the League in its rules and regulations from time to time.

- (b) Upon reapplying an Affiliate Club must lodge with the League an updated copy of its constitution (including all amendments) and provide details of any change in its Delegate, and any other information reasonably required by the League. Each Affiliate Club is to ensure that its constitution is amended in conformity with amendments made to this Constitution, the AFL Queensland Incorporated Constitution and the Australian Football League Incorporated (AFL Inc) Constitution.

## **4.7 Subscriptions and Fees**

- (a) For annual membership subscription fees and any levies payable by Clubs (or any category of Members) to the League, the basis of, the serving of notice and timing, and manner of payment shall be determined by the Board.
- (b) Any Member which or who has not paid all monies due and payable by that Member to the League 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 at the Board's discretion.
- (c) In the meantime, the Member shall have no automatic right to resign from the League, and shall be dealt with at 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.

## **4.8 Register of Members**

### **4.8.1 Secretary to Keep Register**

- (a) The Secretary 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) Each Member Club shall, within fourteen (14) days of a change of its Executive Committee or Delegate taking place, notify the Secretary of any such change.

### **4.8.2 Inspection of Register**

Having regard to confidentiality considerations, an extract of the register, excluding the address of any Life Member, Director or Affiliate Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **4.8.3 Rights of AFL Queensland to Register**

The League shall provide a copy of the register at a time and in a form acceptable to AFL Queensland, and shall provide prompt and regular updates of that register to AFL Queensland. The League agrees that AFL Queensland may utilise the information contained in the register and the register itself to further the Objects of AFL Queensland, subject always to reasonable confidentiality considerations and privacy laws.

## **4.9 Effect of Membership**

Members acknowledge and agree that:

- (a) they shall comply with and observe this Constitution and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
- (b) by submitting to this Constitution and associated rules and regulations they are subject to the jurisdiction of the League and AFL Queensland;

- (c) this Constitution is made in pursuit of a common object, namely the mutual and collective benefit of the League, the Members and the sport of AFL in Queensland;
- (d) this Constitution is necessary and reasonable for promoting the Objects of the League and particularly the advancement and protection of the sport of Australian Rules Football in Queensland; and
- (e) they are entitled to all benefits, advantages, privileges and services of League membership.

## **4.10 Discontinuance of Membership**

### **4.10.1 Notice of Resignation**

Subject to this Constitution any Member who has paid all monies due and payable to the League and has no other liability (contingent or otherwise) to the League may resign from the League at the conclusion of the current season of match fixtures by giving one (1) month's notice in writing to the League of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member and the register shall be amended accordingly.

### **4.10.2 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claim upon the League and its property including intellectual property. Any League documents, records or other property in the possession, custody or control of that Member shall be returned to the League immediately.

## **4.10 Membership may be Reinstated**

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of the Board, on application in accordance with this Constitution and otherwise on such conditions as it sees fit.

## **4.11 Disciplinary Action of Members**

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 rules and regulations or the AFL Queensland Constitution 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 League, Australian Rules Football Queensland and/or Australian Football League Incorporated (AFL Inc); or
- (c) brought the League, AFL Queensland, another member League of AFL Queensland or Australian Football League Incorporated (AFL Inc) into disrepute;

the Board may commence disciplinary proceedings against that Member, and that Member will be subject to the jurisdiction, procedures, penalties and appeal mechanisms of the League and AFL Queensland as set out in the Constitution.

# **5. MEETINGS**

## **5.1 CATEGORIES OF MEETING**

### **5.1.1 Annual General Meeting (Refer to clause 5.3)**



### **5.1.2 League Meetings (Refer to clause 5.4)**

### **5.1.3 Board meetings (Refer to clause 5.5)**

### **5.1.4 Special Meetings (Refer to clause 5.6)**

## **5.2 MEETINGS PROVISIONS**

### **5.2.1 President to Chair Meetings**

The President shall be Chair of all meetings of the League. If the Chair is not present, or is unwilling or unable to preside, the Vice President shall act as Chair and who, subject to this Constitution, preside as Chair for that meeting only, or in the case of this not being possible the members may choose one (1) of their number to preside as Chair at the meeting, for that meeting only.

### **5.2.2 Quorum**

No business shall be transacted at any Meeting unless a quorum of more than 50% of the eligible members is present at the time when the meeting proceeds to business

### **5.2.3 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 to such other day and at such other time and place as the Chair may determine. 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, with the consent of eligible members at any Meeting where a quorum is present, 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 (c) above it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **5.2.4 Voting Procedure**

(a) At any Meeting (other than a Special meeting) a resolution put to the vote of the meeting shall be decided by a simple majority vote, on a show of hands, and in the case of a tied vote the Chairman shall have a casting vote in addition to a deliberative vote.

(b) At a Special Meeting, a resolution put to the vote of the meeting shall be decided by at least three quarters (75%) of votes of those eligible members, on a show of hands.

(c) Should a poll be requested (before or on the declaration of the result of the show of hands) by the Chair; or by at least 34% of the members present at the meeting and entitled to vote, it shall be conducted as follows.

- (i) 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.
- (ii) If a secret ballot is held, the chairperson must appoint two (2) members to conduct the secret ballot in the way the Chairperson decides.
- (iii) The result of a secret ballot as declared by the Chairperson is taken to be a resolution of the meeting at which the ballot was held.

### **5.2.5 Voting at Meetings**

All Board members and each Affiliate Delegate in attendance shall, subject to this Constitution, be entitled to one (1) vote at all Meetings.

### **5.2.6 Conflict of Interest**

An Affiliate Delegate or Board Member must not vote on a question about a contract or proposed contract with the League if that person has an interest in the contract or proposed contract and, if the member does vote, the members vote must not be counted

### **5.2.7 Recording of Determinations**

A declaration by the Chair that a resolution has 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 Meeting shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **5.2.8 Minutes**

The Secretary shall keep minutes of the resolutions and proceedings of all meetings in books provided for that purpose, together with a record of the names of persons present at all meetings. Should the Board so decide the minute book may be kept in electronic format as well as hard copy. Resolutions at Board meetings to be tabled at League meetings

### **5.2.9 Changes to Constitution**

All Notices of Motion to change this Constitution and associated Rules and Regulations must be submitted to an Annual or Special Meeting.

## **5.3 ANNUAL GENERAL MEETING**

### **5.3.1 Annual General Meeting Provisions**

- (a) The Annual Meeting of the League shall be held in accordance with the provisions of the Act and this Constitution.
- (b) The Annual Meeting of the League shall be held no later than 30th November each year.
- (c) The Secretary or person appointed by the Secretary shall advise Affiliate Members of the proposed date and agenda for the Annual General Meeting at least thirty (30) days prior.

- (d) Written nominations for all Office Bearer and Board Positions shall be forwarded to reach the Secretary not later than fourteen (14) days prior to the Annual Meeting nominated date. Should there be no written nominations received, nominations may be taken from the floor at the Annual Meeting. Any positions not filled at the Annual Meeting shall be filled by the incoming Board by co-opting an appropriate member at a later date.
- (e) The Secretary shall check the names of the nominees for each office and ensure that they are appropriately qualified.
- (f) Should there be only the number of nominees required for any office, the Secretary shall report accordingly in writing to the Annual Meeting. The Chairperson shall forthwith declare that person or those persons elected unopposed to that office.
- (g) Should there be more nominees for any office than required for that office the Secretary or a Nominated Returning Officer shall conduct a ballot, as determined, for that office at the Annual Meeting.

### **5.3.2 Order of Business at the Annual Meeting**

- (a) Welcome
- (b) Apologies
- (c) Minutes of Previous Annual Meeting and any Business Arising
- (d) Presidents Report
- (e) Treasurers Report
- (f) Auditors Report if appropriate
- (g) Election of Office Bearers and Board Member
- (h) Notices of Motion including amendments to Constitution
- (i) Closure of Meeting;

### **5.3.3 Adjournment of Annual General Meeting**

If a quorum is not present, the Meeting shall be adjourned for one (1) week and if at such adjourned meeting there is no quorum, those present shall be competent to conduct the business.

## **5.4 LEAGUE MEETINGS**

### **5.4.1 League Meeting Provisions**

- (a) League Meetings shall be held in accordance with the provisions of the Act and this Constitution and on dates and at a venue to be determined by the Board.
- (b) League Meetings of the Affiliate Membership may be called at any time by the Board to discuss issues of interest to the League's Members.
- (c) The Board shall draw up a Calendar of League Meetings for the ensuing season and meet as often as may be required, but not less than a minimum of four (4) times per year to conduct the business of the League; one of which shall be held as a general forum following the closure of the Annual Meeting.

- (d) The Board will decide how a meeting is to be called and such Notice of Meetings is to be given in this manner by the Secretary.
- (e) Notice of every League Meeting shall be given to all Members.
  - (i) The notice shall be forwarded to the address, including electronic address, appearing in the register kept by the League. No other person shall be entitled as of right to receive notices of League Meetings.
  - (ii) Notice of League Meeting shall be given at least fourteen (14) days prior to the meeting and shall specify the time and place of the meeting.
  - (iii) The agenda for the League Meeting shall be advised in this notice.
- (f) Where the date and place of a League Meeting, set at the previous meeting, is changed, the Secretary shall inform each Delegate accordingly. The accidental omission to give any Delegate/Member, or the non-receipt by any Member of any notice required by this Constitution, shall not invalidate or affect any proceedings at a General Meeting.
- (g) Each Affiliate Member shall appoint (one) 1 Delegate to attend League Meetings. An Affiliate Delegate must:
  - (i) be an individual member of the Affiliate Club; and preferably be President of Affiliated Club
  - (ii) be appropriately empowered by the appointing Affiliate to consider, make decisions and vote at all meetings attended. Each Affiliate Club shall, at least twenty-four (24) hours prior to any meeting, advise the Secretary of any change to its appointed Affiliate Delegate.
- (h) Each Affiliate may have one (1) observer accompany the Delegate to any / all meetings. Preferably such observer should be Secretary of Affiliated Club. Such observer shall be able to act as the Delegate's proxy should the Delegate be unavailable or indisposed.
- (i) Notwithstanding any other Rule, no Member shall be represented at, or take part in a League Meeting, unless all monies set in accordance with clause 4.7, Subscriptions and Fees, then due and payable to the League, are paid.
- (k) Should an issue arise between League Meetings, which requires a decision, or ratification by Delegates the Board may call a postal vote in such manner as it considers necessary. This format may be undertaken by Fax or other electronic means where written proof can be provided should it be requested.

#### **5.4.2 Business of League Meetings**

- (a) The business to be transacted at the League Meeting includes; the consideration of accounts, reports of the Board, reports from Directors as required and reports from Sub Committees;
- (b) All Board members and each Affiliate Delegate in attendance shall, subject to these Rules, be entitled to one (1) vote at League Meetings. No other person shall be entitled to vote
- (c) No business shall be transacted without a quorum present
- (d) If a poll is duly demanded under Rule 5.2.4 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.

(e) Affiliate Members shall be entitled to submit notices of motion to the Secretary for inclusion as General Business at a League Meeting. Such notice shall be prior to the formal Notice of Meeting being sent to Members.

### **5.4.3 Resolutions at League Meetings**

Except where a Special Resolution is required, all questions and or motions at League Meetings shall be determined by the majority of votes. Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a League Meeting, the Chair is entitled to a casting vote.

### **5.4.4 Adjournment of League Meetings**

(a) The Chairman, with the consent of any League Meeting at which a quorum is present, 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.

(b) When a League Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

## **5.5 BOARD MEETINGS**

### **5.5.1 Board meeting provisions**

(a) The Board shall meet as often as is deemed necessary, but a minimum of eight (8) times in every calendar year for the dispatch of business and may adjourn and, subject to these, regulate its meetings as it thinks fit.

(b) A meeting calendar shall be decided by the Board members at their first meeting following the Annual Meeting.

(c) Outside of this calendar of meetings the Secretary shall, on the requisition of (3) three Directors, convene a meeting of the Board within a reasonable time.

### **5.5.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and all questions so decided shall for all purposes be deemed a determination of the Board.

(a) All Directors shall have one (1) vote on any question.

(b) The Chairperson at all meetings shall have a casting vote in addition to a deliberative vote.

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

### **5.5.3 Resolutions not in Meeting**

(a) A resolution in writing signed or assented to by facsimile, electronic mail or other form of visible or other electronic communication by all the Directors 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 (1) or more of the Directors.

(b) Without limiting the power of the Board to regulate their meetings as they think 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 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;

### **5.5.4 Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than seven (7) days' oral or written notice of the meeting of the Board shall be given to each Director by the Secretary. The agenda shall be forwarded to each Director not less than three (3) days prior to such meeting.

### **5.5.5 Communication of Board Decisions**

All relevant Board Decisions and Resolutions should be promptly communicated to Affiliated Clubs

## **5.6 SPECIAL MEETINGS**

### **5.6.1 Special Meetings provisions**

(a) A Special Meeting of the Members may be called whenever the Board thinks fit.

(b) A Special Meeting of the Members may be called at the request of AFL Queensland.

(c) A Special Meeting of the Members may be called at the request of the Members

### **5.6.2 Requisition of Special Meetings**

(a) The Board shall on the requisition in writing by at least 50%+1 of the membership entitled to vote, stating the purpose for which the meeting is desired and presented to the Secretary to convene a Special Meeting.

(b) The requisitions for a Special Meeting shall; state the object(s) of the meeting, be signed by the Member(s) making the requisition and be sent to the League. 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) A period of twenty one (21) days notice shall be given to all members, in writing, by the Secretary, of the purpose for such meeting.

(d) If the Board does not cause a Special Meeting to be held within one (1) month after the date on which the requisition is sent to the League, the Members making the requisition, or any of them, may convene a Special Meeting to be held not later than one (1) month after that date.

- (e) A Special Meeting 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.
- (f) At a Special Meeting only the business as specified in the Notice of Meeting shall be conducted.
- (g) If the Meeting has been called on the request of the Board or AFL Qld and there is no quorum within thirty (30) minutes after the time fixed for the Meeting shall be rescheduled for another appropriate time.

## **6 FINANCIAL REQUIREMENTS**

### **6.1 Financial Provisions**

- (a) The financial year shall commence on November 1 and end on October 31 of the following calendar year.
- (b) The Treasurer shall present an Annual Budget at the first League Meeting following the AGM
- (c) All financial members shall be deemed to be financial for the purposes of the Annual or any Special General Meetings that may be called in the period October 30 to February 15 the following year unless in default as per a specific payment deadline advised by the Board.
- (d) The Board may, within the sanction of a resolution passed by members at the Annual Meeting or in any Special General Meeting called for the purpose, raise monies by bank overdraft or by the issue of debentures or such means as may be approved of at such meeting and if necessary, may secure the payment thereof by any mortgage upon the property of the League or by such means as the member's resolution shall decide.
- (e) The Board shall ensure all statutory and desirable insurance policies and provisions are in place on a continuing basis. Such insurances may be implemented by the League, AFL Queensland or the AFL.

### **6.2 Management of League Funds**

- (a) The funds of the League shall be placed in such financial institutions as the Board may from time to time determine to the credit of AFLNRJ. All accounts shall be operated by the Treasurer and any one (1) of the following Officers of the League – President, Vice President, Secretary or any other specifically nominated Board member.
- (b) All amounts must be deposited in the financial institution account as soon as practicable after receipt.
- (c) No monies shall be withdrawn from the League's accounts except by cheque/electronic withdrawal signed by the bank signatories authorised in clause 6.2(a)
- (d) Cheques, other than for wages, allowances or petty cash recoupment, must be crossed not negotiable.
- (e) All expenditure must be approved or ratified at a Board meeting.
- (f) A petty cash account may be kept by imprest, and the Board must decide the amount of petty cash to be kept in the account.

- (g) Full and accurate records and accounts must be kept of the financial affairs of the League.
- (h) The Board may determine honorariums or other forms of good faith payments to any member of the League.
- (i) No portion of the income and property of the League shall be paid or transferred directly or indirectly by way of dividend, bonus or profit to or remand any of the members of the League but this shall not preclude payment to a Member in good faith for expenses properly incurred or services properly rendered.
- (j) The League shall retain such records for seven years after the completion of the transactions or operations to which they relate.

### **6.3 Appointment of Auditors**

- (a) The Board will determine the need for an Auditor of the League's Financial Records and shall discuss this at Annual General Meeting.
- (b) If an Auditor is appointed, the Treasurer shall give to the auditor(s), at all times, full access to the League's books of accounts and vouchers and afford them every facility for the purpose of making a true audit of the League's financial affairs.
- (c) The auditor shall examine the books, accounts, receipts and other financial records of the League for the year in which they are appointed.
- (d) The auditor, finding any deficiency in money or goods, shall report the same to the Board.
- (e) The audit shall be performed in sufficient time for the report to be presented at the Annual Meeting for that year.

## **7 THE BOARD (EXECUTIVE COMMITTEE)**

### **7.1 The Board**

The Board (Executive Committee) is the Executive of the League as elected at the Annual Meeting and comprises the League's Office Bearers plus up to three (3) additional Elected Director Members. They shall meet regularly between, or prior to, General Meetings to conduct a range of administrative duties and operational requirements.

- (a) The Board shall meet as often as is deemed necessary, but a minimum of eight (8) times in every calendar year for the dispatch of business and may adjourn and, subject to this Constitution, regulate its meetings as it deems necessary
- (b) The Board will report regularly to the League Meetings on all its deliberations, actions and outcomes.
- (c) At all Executive Committee meetings, greater than 50% of members shall form a quorum.
- (d) At all meetings the President shall preside. In the President's absence, the Vice President shall preside and in the absence of both, the meeting shall elect a Chair.
- (e) The Chair at all Board meetings shall have a casting vote in addition to a deliberative vote.



- (f) The Secretary shall keep minutes of each meeting.
- (g) Where the date and place of a Board meeting, set at the previous meeting is changed, the Secretary shall inform each Board member accordingly and Members should be aware as well

## **7.2 Powers of the Board**

- (a) Subject to the Act and this Constitution and associated Rules the business of the League shall be managed, and the powers of the League shall be exercised, by the Board.
- (b) In particular, the Board, as the controlling authority of the League, shall be responsible for acting on all League issues in accordance with the Objects of the League and shall operate for the collective and mutual benefit of the League, the Members and the sport of Australian Rules Football Northern Rivers, NSW and shall:
  - (i) govern the sport of AFL in the Northern Rivers, NSW in accordance with the objects of the League; determine major strategic directions of the League;
  - (ii) review the League's performance in achieving its pre-determined aims, objectives and policies;
  - (iii) manage other responsibilities in relation to AFL as may be appropriate within the Northern Rivers, NSW as determined by the AFL Queensland.

## **7.3 Composition of the Board**

The Directors of the Board shall comprise the following Office Bearers:

7.3.1 President

7.3.2 Vice President

7.3.3 Secretary

7.3.4 Treasurer

7.3.5 Directors - Up to three (3) Directors, with appropriate skills

## **7.4 Election of Directors**

The Directors and Office Bearers shall be elected to the Board of the League at the Annual General Meeting.

### **7.4.1 Qualifications for Directors and Office Bearers**

Nominees for all Director positions on the Board must meet the qualifications as prescribed from time to time by the Board and set out in this Constitution.

- (a) Nominees must be an Adult.
- (b) Nominees may be an existing Office Bearer of the League.
- (c) Nominees may be a Life Member of the League.
- (d) Nominees for Director positions on the Board must declare any position they hold in an Affiliate Club, including as an Office Bearer, or a paid appointee. Any nominee so elected must resign from their Office Bearers/employees position in the Affiliate Club.

### **7.4.2 Election of the Board**

- (a) The Secretary shall call for nominations twenty one (21) days before the date of the Annual General Meeting. All Affiliate Members shall be notified of the call for nominations.
- (b) Nominations for Directors must be: in writing; on the prescribed form provided for that purpose; signed by two Affiliate Club Office Bearers; and certified by the nominee expressing their acceptance of the nomination.
- (c) Nominations for Directors must be received by the Secretary at least fourteen (14) days prior to the Annual Meeting.
- (d) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected at the Annual Meeting.
- (e) Should further nominations be required they may be called from the floor at the Annual General Meeting, if deemed appropriate, or be seconded by the Board at a later time.
- (f) If the number of nominations exceeds the number of vacancies to be filled, the Secretary shall prepare voting papers containing the names of the nominees in the order drawn by lot and voting shall be conducted by secret ballot as determined by the Board and advised to the meeting. A scrutineer may need to be appointed.

### **7.5 Term of Appointment**

Directors shall be elected in accordance with this Constitution for a term of two (2) years, which shall commence from the conclusion of the Annual Meeting at which the election occurred

### **7.6 Grounds for Termination of Direct**

In addition to the circumstances (if any) in **or** 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 of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (c) resigns his office in writing to the League;
- (d) is absent without the consent of the Board from three (3) consecutive meetings of the Board;
- (e) is appointed to any office of employment by the League, other than secretary;
- (f) without the prior consent or later ratification of the Members in a General Meeting holds any office of profit with AFLQ or AFL Inc
- (g) is directly or indirectly interested in any contract or proposed contract with the League and fails to declare the nature of his interest;
- (h) is suspended or expelled from membership of the League or an Affiliate without further course under this Constitution or the rules of the Affiliate or otherwise loses or is disqualified from the qualification on which his appointment was based;
- (i) is removed from office by Special Resolution under Rule 7.7; or

- (j) would otherwise be prohibited from being a director of a corporation under the Corporations Act or is disqualified from office under the Act.

## **7.7 Removal of a Director**

- (a) The League in a Special General Meeting may by special resolution remove any Director, before the expiration of their term of office. If a Director is removed in accordance with this Rule, the office of the Director becomes vacant and shall be filled in accordance with the procedure set out in Rule 7.8
- (b) Where the Director, to whom a proposed resolution referred to in Rule 7.6 makes representations in writing to the Secretary and requests that such representations be notified to the Members, the Secretary may send a copy of the representations to each Affiliate Club or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **7.8 Casual Vacancies**

- (a) Any Casual vacancy on the Board may be filled either by the Board seconding an appropriate replacement or by a postal ballot of the League membership.
- (b) Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

## **7.9 Remaining Directors May Act**

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

## **7.9 Remuneration**

The Board Members are not entitled to be paid remuneration.

## **7.10 Directors' Conflicts of Interests**

- (a) A Director is disqualified by holding any place of profit or position of employment in the League, an Affiliate Club or in any company or incorporated League in which the League is a shareholder or otherwise interested or from contracting with the League 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 League in which any Director is in any way interested will be voided for such reason.
- (b) A Director shall declare his interest in any;
  - i. contractual matter,
  - ii selection matter,
  - iii disciplinary matter,
  - iv other financial matter,

v representative interests, in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

(c) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

(d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under Rule 7.31 as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

(e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director

## **7.11 The Board Office Bearers**

Simplified position descriptions are defined hereunder.

### **7.11.1 President**

Shall preside over all meetings of the League as Chair, put to the vote all motions duly proposed and seconded in accordance with the rules, and declare the result. In the case of a tied vote he shall have a casting vote in addition to a deliberative vote.

### **7.11.2 Vice President**

Shall act in accordance with the President at all times and with like power during the President's absence.

### **7.11.3 Secretary**

The Secretary must be an individual residing in Northern Rivers, NSW, and the following applies:

(a) The Secretary may be elected at the Annual General Meeting

(b) The Secretary may be appointed as determined by the Board

(c) Appointment shall be for such term and on such conditions as the Board thinks fit

(d) If a Secretary is not elected by the Annual Meeting, the Board shall appoint a member of the Board to fulfil the obligations of the Secretary under this Constitution.

(e) The powers and duties of the Secretary are:

- (i) as far as practicable attend all meetings of the League;
- (ii) prepare, or instruct Administrator to prepare, the agenda for all meetings of the League;
- (iii) take, or instruct Administrator to take, all minutes at the Committee, Executive, General, Special and Annual Meetings;
- (iv) regularly report, or instruct Administrator to report, on the activities of, and issues relating to, the League;
- (v) be responsible for safe custody of the League's books and records in their possession;
- (vi) keep, or instruct Administrator to keep, attendance records of all meetings;
- (vii) receive and dispatch all correspondence as directed;
- (viii) other duties as instructed by the Board or specific Sub Committees.

#### **7.11.4 Treasurer**

The powers and duties of the Treasurer are to:

- (a) produce a financial report for all Meetings of the Board
- (b) keep detailed accounts of all monies received and paid
- (c) prepare detailed financial statements for presentation to the to the Annual General Meeting and to Auditor, if necessary
- (d) receive all monies and issue receipts on the League's official receipt forms
- (e) make payment of all accounts as directed by the Board
- (f) bank all monies at the nominated Bank, Building Society or Financial Institution as soon as reasonable possible
- (g) be the principle signatory to all League cheques or, if online payments are undertaken, process such payments and produce proof of payments at the following Board meetings

## **8. MISCELLANEOUS**

### **8.1 Delegation**

#### **(a) Board may Delegate Specific Functions, Tasks or Duties.**

The Board may by instrument in writing create or establish or appoint from among its own members, the Affiliate Members, or otherwise, sub-committees, commissions, individual officers or consultants to carry out such duties and functions, and with such powers, as the Board determines.

#### **(b) Procedure of Delegated Entity**

Where such delegated entity is not an individual the quorum shall be determined by the Committee, but shall be no less than fifty percent (50%) plus one (1) of the total number of Committee members.

**(c) Delegation may be Conditional.**

A delegation under this Rule 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.

**(d) Revocation of Delegation**

The Board may by instrument in writing, revoke wholly or in part any delegation made under this Rule, and may amend, repeal or veto any decision made by such body or person under this Rule only where such decision is clearly contrary to this Constitution, the League Rules and Regulations, the Act, the Objects of the League or the Committee's delegation

## **8.2 Rules and Regulations**

**(a) Board to Formulate Rules, Regulations or Policies**

The Board may (by itself or by delegation to a sub-committee) formulate, approve, issue, adopt, interpret and amend such rules, regulations or policies for the proper advancement, management and administration of the League, the advancement of the Objects of the League and the sport of Australian Rules Football as it thinks necessary or desirable. Such rules, regulations or policies must be consistent with this Constitution and the AFL Queensland Inc Constitution.

**(b) Rules, Regulations or Policies Binding**

All rules, regulations or policies made under this Constitution shall be binding on the League and all Members.

**(i) Rules, Regulations or Policies Deemed Applicable**

All rules, regulations or policies of the League in force at the date of the approval of this Constitution under the Act in so far as such rules, regulations or policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be continuing under this Constitution.

**(ii) Notices Binding on Members**

Amendments, alterations, interpretations or other changes to rules, regulations or policies shall be advised to the Affiliate Clubs by means of notices approved by the Board and prepared and issued by the Secretary. Affiliate Clubs shall be obliged to draw such notices to the attention of their respective Members. Notices are binding upon all Members.

## **8.3 Player Transfers**

The League adopts the AFL Queensland Rules for Player Transfer System.

## **8.4 Records and Accounts**

The Secretary shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the League and the Board and shall produce these as appropriate at each Meeting.

## **8.5 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the Secretary or Treasurer as determined by the Board.

## **8.6 League to Retain Records**

The League shall retain such records for seven (7) years, or other statutory requirement, after the completion of the transactions or operations to which they relate.

## **8.7 Board to Submit Accounts**

The Board shall submit to the Annual General Meeting the accounts of the League in accordance with this Constitution and the *Associations Incorporation Act 2009* (NSW)

## **8.8 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the League, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Treasurer and one other Board signatory as determined by the Board

## **8.9 League Employees**

(a) The Board shall have the power to appoint and/or remove any employee as may, in the opinion of the Board, be necessary and to pay such a salary or wages as determined as fair, equitable and legal.

(b) The conduct of any employee of the League shall in no case be made a matter of reprimand by any member of the Board. The Board however shall keep the conduct and performance of any or all employees under regular review.

## **8.10 Notices**

### **8.10.1 Manner of Notice**

(a) Notices may be given by the Secretary to any Member by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.

(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 two (2) days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

## **8.10.2 Notice of League Meeting**

Notice of every League Meeting shall be given in the manner authorised and to the persons entitled to receive notice under these Rules.

## **8.10 Seal**

### **8.11.1 Safe Custody of Seal**

The Secretary shall provide for safe custody of the Seal.

### **8.11.1 Affixing Seal**

The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by the President and one (1) or two (2) Directors as the Board so determines.

### **8.11.3 Director's Interest**

A Director may not sign a document to which the seal of the League is fixed where the Director has a conflict of interest in the contact or arrangement to which the document relates.

## **8.12 Amendment of Statement of Purposes and Constitution**

This Constitution (including the Statement of Purposes) shall not be altered except by Special Resolution passed at an Annual or Special General meeting.

## **8.13 Indemnity**

### **8.13.1 Directors to be indemnified**

Every Director, auditor, manager, employee or agent of the League shall be indemnified to the extent provided under the directors and officers insurance policy of the League (if any) against any liability incurred by him/her in his/her capacity as Director, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him/her by the Court.

### **8.13.2 League to Indemnify**

The League shall indemnify its Directors and employees to the extent provided under the directors and officers insurance policy of the League (if any) against all damages and costs (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 whilst acting on behalf of and with the authority, express or implied of the League; and
- (b) in the case of an employee, performed or made in the course of, and within the scope of his/her employment by the League.

## **8.14 Dissolution**

- 8.15 Subject to Rule 2.7, the League may be wound up in accordance with the provisions of the Act.
- 8.16 The provisions of clauses of the Statement of Purposes relating to the winding up and dissolution of the League shall take effect and be observed as if the same were repeated in this Constitution.



### **8.17 Authority to Trade**

The League is authorised to trade in accordance with the *Associations Incorporation Act 2009* (NSW)

### **8.18 Source of Funds**

The funds of the League may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Board determine.

### **8.19 Grievance Procedures**

Where a Member of the League has a grievance with another Member or with the League (but not being any of the grounds set out in clause 4.10 (Discipline), and that Member considers the grievance warrants investigation and action by the League, that Member shall follow the following procedure.

#### **8.19.1 Grievances Officer**

The Member shall contact, either by telephone or in writing, the League's grievances officer ("Grievances Officer"), appointed by the Board (but not a member of the Board), and advise they have a grievance which they wish to discuss. The identity of the nominated Grievances Officer will be communicated to all Members of the League by written notice. Where a grievance is to be submitted in writing it should be addressed clearly to the Grievances Officer and marked "Private and Confidential".

#### **8.19.2 Action by Grievances Officer**

- (a) Where a grievance has been received by the Grievances Officer they shall, as soon as practicable, meet with, or discuss the grievance with the aggrieved Member. The Grievances Officer may take whatever steps and conduct whatever investigations necessary to determine whether the grievance is legitimate.
- (b) Where the Grievances Officer determines the grievance is legitimate they shall take all reasonable steps to resolve the grievance.
- (c) Where the Grievances Officer determines the grievance is not legitimate they shall advise the aggrieved Member accordingly. If the aggrieved Member is not satisfied with the Grievances Officer's determination they may take whatever further action they consider necessary or appropriate.
- (d) Where the Grievances Officer is unable to resolve a grievance or considers the grievance of a very serious nature they shall report the grievance to the Board for action.
- (e) All grievances received by the Grievances Officer, and all information surrounding the circumstances of a grievance which is discovered by the Grievances Officer on investigation shall be confidential and may be communicated only to the Board.
- (f) Resolution of an appeal by an Affiliate member against Disciplinary action, under clause 4.10 of this Constitution, shall be taken in the first instance to the Board for resolution and if not resolved to satisfaction of all parties then shall be taken to a General or Special general meeting for resolution with all parties having the opportunity to state their case to the full Committee