

Angaston Panthers Basketball Club Inc

Constitution

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Version Control

CONSTITUTION

1. NAME OF CLUB

The name of the Club is Angaston Panthers Basketball Club Inc. (**Club**).

2. DEFINITIONS AND INTERPRETATION

Definitions

In this constitution, unless the contrary intention appears:

'Act' means the *Associations Incorporation Act 1985 (SA)*.

'BVABA' means Barossa Valley Amateur Basketball Association.

'Constitution' means this constitution of the Club.

'Financial year' means the time period in which the financial accounts are prepared. The Regulations detail the current financial year.

'General Competition Rules' mean the conditions of competition and rules governing any competition games or exhibitions given or sanctioned by the club or its members and shall be those prescribed in the Constitutions, Rules and By-Laws of the BVABA, South Australian Country Basketball Council and Basketball Australia.

'Independent Reviewer' means an individual member or outside person who is not on the committee who validates that the bank account transactions are appropriately recorded in the clubs' financial reports.

'Junior member' means a registered member of the club who is younger than sixteen (16) years of age.

'Life member' means an individual appointed as a life member of the Club under **clause 5.2**.

'Management Committee' means the Management Committee who are entrusted to manage the Club's affairs as detailed in Section 7.

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

'Meetings': There are two meetings allowing Members to have the opportunity to express opinions and vote on various matters as listed under Clause 6:

(a) **'Annual General Meeting' (or AGM)** is held once per year in accordance with the Act to receive financial accounts and elect the Management Committee.

(b) **'Special General Meeting'** are special meetings that are convened by Members or the Management Committee to discuss extraordinary issues.

'National Sporting Organisation (NSO) means Basketball Australia.

‘Objects’ means the objects of the Club in **clause 3**.

‘Individual member’ means an individual person as defined in Clause 5.1.

‘Parent or Guardian of a Junior member’ means a parent or legal guardian of a junior member of the club.

‘Register’ of Club records means a list of details that may be stored in an electronic form or in a manual handbook.

‘RSO’ means the Regional Sporting Organisation – BVABA.

‘Special resolution’ means a special resolution defined in the Act.

‘State Sporting Organisation (SSO)’ means Basketball SA Incorporated.

Interpretation

In this constitution:

- A reference to a function includes a reference to a power, authority and duty.
- 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.
- Words importing the singular include the plural and vice versa.
- Words importing any gender include the other genders.
- References to persons include corporations and bodies politic.
- References to a person include the legal personal representatives, successors and permitted assigns of that person.
- 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).
- 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.

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.

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 CLUB

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

- (a) Conduct, encourage, promote, advance, administer and foster the game of basketball to the local community.
- (b) Act at all times, on behalf of and in the interest of the members.
- (c) Affiliate and otherwise liaise with the regional and state organisations which align with these objects.
- (d) Have regard to the public interest in its operations.
- (e) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.
- (f) The club will undertake to observe and be bound by the rules and by- laws of the BVABA.
- (g) The Club shall be a not-for-profit organisation.

4. POWERS OF THE CLUB

Solely for furthering the objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act 2001 (Cth).

5. MEMBERS

5.1 Members of the Club shall consist of:

- (a) **Individual Member**; A member over the age of sixteen (16) who subject to this constitution, shall have the right to receive notice of general meetings and to be present, to debate and vote at all general meetings.
- (b) **Junior Members**, who subject to this constitution, shall have no right to receive notice of Meetings and no right to be present or debate or vote at Meetings
- (c) **Parent or Guardian of a Junior members**; who subject to this constitution, shall have the right to receive notice of general meetings and to be present, to debate and vote at all general meetings.
- (d) **Life Member**; who subject to this constitution, shall have the right to receive notice of general meetings and to be present, to debate and vote at general meetings.

5.2 Life Members

- (a) Any person of at least ten (10) years membership, being an Individual Member who has rendered exceptional service to the Club and meets the criteria as approved by the Management Committee.
- (b) The Management Committee will have the authority to award Life Membership where a simple majority of the Management Committee deem it appropriate in accordance with the Life Membership Policy.
- (c) Only one (1) Life Membership can be granted in any one financial year.

5.3 Application for membership

An application for membership must be:

- (a) in writing on or in the form prescribed from time to time by the Management Committee (if any), from the applicant or its nominated representative and lodged with the Club.
- (b) accompanied by the appropriate fee, if any.

5.4 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 5.3** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

5.5 Renewal

Individual and Junior Members must renew their membership seasonally in accordance with the procedures set down by the Club in regulations from time to time.

5.6 Deemed Membership

- (a) All persons who are, prior to the approval of this constitution under the Act, members of the Club shall be deemed members from the time of approval of this constitution under the Act.
- (b) Any members of the Club, prior to approval of this constitution under the Act, who are not deemed members under **clause 5.6(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this constitution.

5.7 Club to Keep Membership Register

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

- (a) the name, address and date of entry of each member.
- (b) where applicable, the date of termination of membership of any member.

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

5.8 Inspection of Membership Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any member, shall be available for inspection (but not copying) by members, upon reasonable request.

5.9 Use of Membership Register

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the objects, in such manner, as the Management Committee considers appropriate.

5.10 Effect of Membership

Members acknowledge and agree that:

- (a) This constitution forms a contract between each of them and the Club and that they are bound by this constitution and the regulations.
- (b) They shall comply with and observe this constitution and the regulations and any determination, resolution or policy, which may be made or passed by the Management Committee or other entity with delegated authority.
- (c) By submitting to this constitution and regulations, they are subject to the jurisdiction of the Club.
- (d) The constitution and regulations are necessary and reasonable for promoting the objects.

- (e) They are entitled to all benefits, advantages, privileges and services of Club membership.

5.11 Notice of Resignation or Death

- (a) A member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- (b) A member who wishes to transfer to another Club must apply for a clearance to the new Club who must be an affiliate of the State or National Sporting Organisations.
- (c) Once the Club receives a notice of; resignation of membership given under **clause 5.11(a)**, or death of the member or transfer under clause 5.11(b), it must make an entry in the register that records the date on which the member ceased to be a member.

5.12 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this constitution or the regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the regulations or any resolutions or determinations made or passed by the Management Committee or any duly authorised Management Committee.
- (b) Membership shall not be discontinued by the Management Committee under **clause 5.12(a)** without the Management Committee first giving the accused member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a member fails, in the Management Committee's view, to adequately explain the breach, that member's membership shall be discontinued under **clause 5.12(a)** by the Club giving written notice of the discontinuance to the member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.12** as soon as practicable.

5.13 Member to Re-Apply

A member whose membership has been discontinued under **clauses 5.12 or 5.13**:

- (a) must seek renewal or re-apply for membership in accordance with this constitution
- (b) may be re-admitted at the discretion of the Management Committee.

5.14 Forfeiture of Rights

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

5.15 Membership May be Reinstated

Membership, which has been discontinued under this **clause 5**, may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

5.16 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued member may be refunded on a pro-rata basis to the member upon discontinuance in accordance with the appropriate policy.

5.17 Discipline

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

- (a) Breached, failed, refused or neglected to comply with a provision of this constitution, the regulations or any resolution or determination of the Management Committee or any duly authorised Management Committee
- (b) Acted in a manner unbecoming of a member, or prejudicial to the purposes and interests of the Club
- (c) Brought the Club or any other member into disrepute.

That member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the regulations.

The Management Committee may appoint a judiciary Management Committee to deal with any disciplinary matter referred to it. Such judiciary Management Committee shall operate in accordance with the procedures expressed in the regulations but is subject always to the Act.

5.18 Grievance Procedure

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a member and:
 - (i) Another member
 - (ii) The Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- (c) The Management Committee may prescribe additional grievance procedures in regulations consistent with this **clause 5.18**.

5.19 Subscriptions and Fees

The seasonal membership subscription (if any) and any fees or other levies payable by members to the Club and the time for and manner of payment shall be as determined by the Management Committee.

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6. MEETINGS OF MEMBERS

6.1 The meetings that can be convened where Members have the opportunity to express opinions and vote on various matters are:

- (a) Annual General Meeting of the Club must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Management Committee.
- (b) Special General Meetings of the Club are special meetings that are convened by Members to discuss extraordinary issues.

6.2 Attendance at Meetings

Unless this Constitution expressly provides otherwise, Members, the auditor (if appointed) and the Management Committee Members are entitled to attend Annual & Special Meetings but only Members are entitled to vote.

6.3 Notice of Meetings

- (a) Notice of every meeting shall be given to every member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's register. The auditor, if appointed, shall also be entitled to receive notice of every Annual General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of general meetings.
- (b) At least twenty-one (21) days' notice of a Special General Meeting or Annual General Meeting must 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.
- (c) The ordinary business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Management Committee, the election of Management Committee Members under this Constitution and the appointment of the auditors, if applicable.
- (d) All business that is transacted at a Special Meeting or an Annual General Meeting, other than those matters referred to in clause 6.3(d) is special business. No business other than that stated on the notice for a Meeting may be transacted at that meeting.
- (e) Special or other business can be tabled without notice at a General Meeting.

6.4 Proceedings at Meetings

- (a) No business may be transacted at the Special or Annual General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for Annual General or Special General meetings of the Club shall be seven (7) members present and eligible to vote.
- (b) No business may be transacted at a General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for general meetings of the Club shall be seven (7) members present and eligible to vote.

6.5 Chairperson to Preside at Meetings

- (a) The chairperson of the Management Committee will, subject to this Constitution, preside as chairperson at every Meeting except:
 - (i) In relation to any election for which the chairperson of the Management Committee is a nominee; or
 - (ii) Where the chairperson of the Management Committee has a conflict of interest.
- (b) If the chairperson of the Management Committee is not present or is unwilling or unable to preside, the Members present must appoint another Management Committee member to preside as chair for that meeting only.

6.6 Adjournment of Annual General & Special General Meeting at Meetings

- (a) If within half an hour from the time appointed for the Meeting a quorum is not present, the meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting
 - (i) if the meeting was convened on the requisition of Members under clause 6.10, the meeting will lapse; and
 - (ii) in any other case, those Members present will constitute a quorum.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and must, if directed by the meeting, adjourn the meeting from time to time and from place to place but no business may 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 must be given as in the case of an original meeting.
- (d) Except as provided in clause 6.6(c), it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

6.7 Voting Procedure at Meetings

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

- (a) the chairperson; or
- (b) a simple majority of Members present at the meeting and eligible to vote for general and annual general meetings.

Proxy voting shall not be permitted at any meetings.

6.8 Recording of Determinations at Meetings

A declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

6.9 Voting at Meetings

- (a) Each Member as permitted in clause 5.1 (a) and (b) is entitled to one (1) vote at Meetings.
- (b) The chair of a Meeting does not have a casting vote.

6.10 Special General Meetings

- (a) The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.
- (b) Requisition of Special General Meetings
 - (i) On the requisition in writing of not less than five (5) Members, the Management Committee must, within one month after the receipt of the requisition, and give notice as per Clause 9.5, convene a Special General Meeting for the purpose specified in the requisition.
 - (ii) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
 - (iii) If the Management Committee does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.

- (iv) A Special General Meeting convened by Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Management Committee and for this purpose the Management Committee must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.
- (c) Voting at a special general meeting requires seventy five percent (75%) of members present at the meeting and eligible to vote, to vote in the affirmative for a motion to be passed.

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7. MANAGEMENT

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

7.1 Powers of the Management Committee

Subject to the Act and this constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Management Committee. In particular, the Management Committee shall act in accordance with the objects and shall operate for the benefit of the members and the community.

7.2 Composition of the Management Committee

The Management Committee shall comprise:

- (a) At least four (4) and up to seven (7) elected Management Committee Members as determined by the Executive before the notice under **clause 7.4** is issued and defined in clause 7.2(a)(i) who must all be members and who shall be elected under **clause 7.6** and are entitled to vote.
 - (i) The Management Committee positions that **must** be elected are:
 - Chairperson
 - Secretary
 - Treasurer
- (b) Up to two (2) appointed Management Committee Members who need not be members and who may be appointed by the Management Committee elected under **clause 7.8** and are entitled to vote at the Management Committee.

7.3 Election and Appointment of Management Committee Members[®]

The elected Management Committee Members shall be elected under **clause 7.5**.

The appointed Management Committee Members may be appointed under **clause 7.8**.

7.4 Nomination for Management Committee

Nominations for elected Management Committee member positions shall be called for twenty-one (21) days prior to the AGM. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. The Management Committee shall determine qualifications and job descriptions from time to time.

7.5 Form of Nomination

Nominations must be:

- (a) in writing,
- (b) on the prescribed form (if any) provided for that purpose,
- (c) certified by the nominees who must be either an Individual or Life Member expressing their willingness to accept the position for which they are nominated,
- (d) delivered to the Club up to and including the date fixed for the AGM.

7.6 Elections

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Management Committee, then those nominated shall be declared elected only if approved by the majority of members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Management Committee, or if a person is not approved by the majority of members under **clause 7.6(a)**, the positions will be deemed casual vacancies under **clause 7.11**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Management Committee.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Management Committee from time to time.

7.7 Term of Appointment for Elected Committee Members

- (a) Management Committee Members under clause 7.2 and elected under **clause 7.6** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to early retirement or removal of Management Committee. Elected Management Committee members shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the following Annual General Meeting.

- (b) If the law requires the Elected Management Committee members to have a particular qualification or clearance (for example, police clearance), the Elected Management Committee members term will not begin until the qualification or clearance has been established.

7.8 Appointment of Management Committee Members

The elected Management Committee Members may appoint up to two appointed Management Committee Members.

- (a) The appointed Management Committee Members may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Committee composition. They do not need to be individual members.
- (b) Appointed Management Committee Members may be appointed by the elected Management Committee under this constitution for a term of one year, which shall commence from the first Management Committee meeting after the AGM until after the next annual general meeting that follows.

7.11 Casual Vacancies

Any casual vacancy occurring in the position of Executive member may be filled by the remaining Management Committee Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Management Committee member's term under this constitution.

7.12 Grounds for Termination of Management Committee Member

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

- (a) Dies,
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally,
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health,
- (d) resigns their office in writing to the Club,
- (e) is absent without the consent of the Management Committee from meetings held during a period of six months,
- (f) holds any office of employment with the Club without the approval of the Management Committee,
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest,

- (h) in the opinion of the Management Committee (but subject always to this constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the objects and interests of the Club.
 - (ii) has brought the Club into disrepute.
- (i) is removed by special resolution.
- (j) would otherwise be prohibited from being a Management Committee member of a corporation under the *Corporations Act 2001 (Cth.)*.

7.13 Management Committee May Act

In the event of a casual vacancy or vacancies in the office of a Management Committee Members, the remaining Management Committee Members may act. However, if the number of remaining Management Committee Members is not sufficient to constitute a quorum at a meeting of the Management Committee, they may act only for the purpose of increasing the number of Management Committee Members to a number sufficient to constitute a quorum.

7.14 Management Committee to Meet

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

7.15 Decisions of Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee may be decided by Ordinary Resolution. Each Management Committee member has one (1) vote on any question. The chair does not have a casting vote.

7.16 Circulatory Resolutions

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Management Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Management Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Management Committee Members.
- (b) A resolution may not be passed under clause 7.16(a) if, before it is circulated for voting under clause 7.16(a) the Management Committee resolves that it can only be put at a meeting of the Management Committee.
- (c) A resolution passed under this clause must be recorded in the minutes.
- (d) Refer to Regulations for detail of the process

7.17 Resolutions Not in Meeting

- (a) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one or more of the Management Committee Members is not physically present at the meeting, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
 - (ii) Notice of the meeting is given to all the Management Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee or this constitution. The notice will specify that Management Committee Members are not required to be present in person.
 - (iii) If a failure in communications prevents clause 7.17(a)(i) from being satisfied by the number of Management Committee Members which constitutes a quorum, and none of such Management Committee Members 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 7.17(a)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
 - (iv) Any meeting held where one or more of the Management Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an Management Committee member is there present. If no Management Committee member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

7.18 Quorum

At meetings of the Management Committee the number of Management Committee Members whose presence is required to constitute a quorum is fifty percent plus one (50% plus 1) of the Management Committee.

The chairperson has a deliberative vote only.

7.19 Notice of Management Committee Meetings

Unless all Management Committee Members agree to hold a meeting at a shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than four (4) days' written notice of the meeting of the Management Committee shall be given to each Management Committee member. The agenda shall be forwarded to each Management Committee member no less than four days prior to the meeting.

7.20 Chairperson

The chairperson will act as chair of any Management Committee meeting or general meetings at which they are present. If the chairperson is not present or is unwilling or unable to preside at a Management Committee meeting, the remaining Management Committee Members shall appoint another Management Committee member to preside as chair for that meeting only.

7.21 Conflict of Interest

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

7.22 Disclosure of Interests

(e) The nature of the interest of a Management Committee member must be declared at the meeting of the Management Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Management Committee at the next meeting of the Management Committee. If a Management Committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Management Committee held after the Management Committee member becomes interested.

(f) All disclosed interests must also be disclosed to each AGM in accordance with the Act.

7.23 General Disclosure

A general notice stating that an Management Committee member is a member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under clause 7.22. After the distribution of the general notice, it is not necessary for the Management Committee member to give a special notice regarding any particular transaction with that firm or company.

7.24 Recording Disclosures

Any declaration made, any disclosure or any general notice given by an Management Committee member in accordance with clauses 7.21, 7.22 and/or 7.23 must be recorded in the minutes of the relevant meeting.

7.25 Management Committee May Delegate Functions

- (a) The Management Committee may, by instrument in writing, create, establish or appoint special Management Committees, individual officers and consultants to carry out specific duties and functions.
- (b) It will determine what powers these Management Committees are given. In exercising its power under this clause, the Management Committee must take into account broad stakeholder involvement.

7.26 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the Management Committee or the executive officer by the Act, any other law, this constitution, or by resolution of the Club in a general meeting.

7.27 Delegated Function Exercised in Accordance with Terms

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

7.28 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 Management Committee. The entity exercising delegated powers shall make decisions in accordance with the objects, and it shall promptly provide the Management Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Management Committee.

7.29 Delegation May Be Conditional

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

7.30 Revocation of Delegation

At any time, the Management Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

7.31 Common Seal

The Club shall have a seal upon which its Club name shall appear in legible characters.

- (a) The seal shall not be used without the express authorisation of the Management Committee. Every use of the seal shall be recorded in the Club's minutes. Two Management Committee Members must witness every use of the seal.

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8. RECORDS AND ACCOUNTS

8.1 Records

The Club shall establish and maintain proper financial records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Management Committee). It shall produce these as appropriate at each Management Committee or annual general meeting.

8.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The Club shall retain such records for seven years after the completion of the transactions or operations to which they relate.

8.3 Management Committee to Submit Accounts

The Management Committee shall submit the Club's statements of account to the members at the AGM in accordance with this constitution and the Act.

- (a) The Club shall open and keep at least one transaction account as the Management Committee may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of the account(s) of the Club".
- (b) No withdrawal (cash, cheque or electronic) shall be made from any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any one of the persons appointed by the Management Committee for such purposes. All extraordinary and capital expenditure must be ratified by the Management Committee.

8.4 Accounts Conclusive

The statements of account, when approved or adopted by an AGM, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

8.5 Negotiable Instruments

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

8.6 Auditor

- (a) The Club must appoint an auditor in accordance with the Act. If appointed, an auditor shall be appointed by the Club in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and

generally accepted principles and/or any applicable code of conduct. The Club in a general meeting may remove the auditor.

- (b) If an auditor is not appointed The committee must appoint an independent reviewer (a member or outside person who is not on the committee) to review the transactions between the bank accounts and financial reports and sign a statement for the committee that the bank account transactions are appropriately recorded in the financial reports.
- (c) The Management Committee must agree and complete a financial controls checklist after the final end of year accounts have been issued and before the Annual General Meeting.
- (d) The committee's minutes must reflect that all committee members accept the results as detailed in the financial controls checklist in clause 21B (b).
- (e) The accounts, together with the financial control's checklist and the statement by the independent reviewer shall be tabled before members at the Annual General Meeting.

8.7 Application of Income

The income and property of the Club shall be applied solely towards the promotion of the objects.

- (a) Except as prescribed in this constitution or the Act:
 - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member who holds any office of the Club.
- (b) Payment in good faith of or to any member can be made for:
 - (i) any services actually rendered to the Club whether as an employee, Management Committee member or otherwise
 - (ii) goods supplied to the Club in the ordinary and usual course of operation
 - (iii) interest on money borrowed from any member
 - (iv) rent for premises demised or let by any member to the Club
 - (v) any out-of-pocket expenses incurred by a member on behalf of the Club.
 - (vi) Nothing in clauses 8.7(a) or (b) preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

9. ADMINISTRATION

9.1 Winding Up

- (a) Subject to this constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the members of the Club is limited.
- (c) Every member undertakes to contribute to the assets of the Club in the event of it being wound up while a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

9.2 Distribution of Property on Winding Up

- (a) If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to those of the Club.
- (b) The organisation(s) must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club by this constitution.
- (c) The organisation(s) is to be determined by the members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

9.3 Alteration of Constitution

- (a) This constitution shall not be altered except by special resolution at either an Annual General Meeting or Special General Meeting.
- (b) Seventy five percent (75%) of members present at the meeting and eligible to vote are required for this special resolution.

9.4 Regulations

- (a) The Management Committee may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and [Sport] in the local area. Such regulations must be consistent with the constitution and any policy directives of the Management Committee.
- (b) All regulations are binding on the Club and all members.
- (c) All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this constitution (as long 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.

- (d) Amendments, alterations, interpretations or other changes to regulations shall be advised to members by means of bulletins approved by the Management Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.

9.5 Notice

- (a) Notices may be given by the Club to any person entitled under this constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been affected six (6) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be affected 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 affected by the second business day after it was sent.

9.6 Indemnity

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

9.7 Transitional Provisions

(a) Continuing Membership

Each Member that is a Member of the Club on the day on which this Constitution is adopted will automatically be admitted to membership as a Member.

(b) Management Committee

For the purpose of determining when the term ends for each Management Committee Member in office on the day on which this Constitution is adopted, time served in the Management Committee Member's current term will be counted as if this Constitution had been in place at the commencement of that term.

(c) Regulations deemed applicable

All rules, by-laws, policies and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with or have been replaced by this Constitution.

9.8 Colours of the Club

The colours of the Club shall be blue and white.

9.9 Authority to Trade

The Club is authorised to trade in accordance with the Act.

Constitution Version Control

Date	Clauses amended	Description of change	General Meeting Date
13/06/2021	Entire Constitution		Xx/xx/2021

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