



**CONSTITUTION OF THE
WAGGA WAGGA AND DISTRICT AREA AMATEUR
FOOTBALL ASSOCIATION INCORPORATED**

DATED 30 OCTOBER 2014

Amendments

General Meeting of Clubs Wednesday 27th May, 2020.

Clause 11 Council of Clubs – Clause deleted

Clause 12 Meetings of Council of Clubs – Clause deleted

CONSTITUTION

of

Wagga Wagga and District Area Amateur Football Association Incorporated

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CONSTITUTION

of

Wagga Wagga and District Area Amateur Football Association Incorporated

1. NAME OF ASSOCIATION

The name of the Association is Wagga Wagga and District area Amateur Football Association Incorporated "Football Wagga Wagga".

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

"Affiliate Member" means an individual who is an Official who is associated with the Association but who is not an Individual Member.

"Annual General Meeting" means the annual general meeting of the Association held in accordance with **clause 23**.

"Association" means Wagga Wagga and District area Amateur Football Association Incorporated "Football Wagga Wagga".

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

"Board" means the body consisting of the Directors.

"Club" means a football club which is a Member, or is otherwise affiliated with the Association.

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

"Constitution" means this Constitution of the Association.

"Council of Clubs" means collectively each of the two club Delegates

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

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

"Expulsion Ground" exists for a Member if:

- (a) The Member breaches:
 - (i) The Constitution, bylaws or Regulations;

- (ii) FNSW's constitution, by-laws, regulations, policies or directives;
- (iii) FFA's constitution, by-laws, regulations, policies or directives; or
- (iv) FIFA Laws of the Game;
- (b) The Member wilfully disobeys the rules or instructions of the Association or permits or counsels any Club or individual under its jurisdiction or control to do so;
- (c) The Member engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Association, its character or interests or the sport of football generally;
- (d) The Member brings the sport of football into disrepute; or
- (e) The Member is not a fit and proper person or entity to be a Member of the Association.

"FFA" means the Football Federation of Australia, Australia's football governing body.

"FIFA" means the Federation Internationale de Football Association, the worlds football governing body.

"Financial year" means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

"FNSW" means Football New South Wales, New South Wales state governing body.

"General Manager" means the General Manager of the Association for the time being appointed under this Constitution. Where the Association does not have a General Manager, the Association Secretary will, subject to confirmation by the Board, assume the functions of the General Manager under this Constitution.

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

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

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

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

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

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

"Official" means an Association Official, Club Official or Match Official;

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

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

“Wagga Wagga and District area” means the geographical area for which the Association is responsible as recognised by FNSW.

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

“Regulations” means any Regulations made by the Board under **clause 38**.

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

“Special General Meeting” means a special general meeting of the Association held in accordance with **clause 24**.

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

2.2 Interpretation

In this Constitution:

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

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE ASSOCIATION

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

- (a) participate as a member of FNSW so football can be conducted, encouraged, promoted, advanced and administered in the Wagga Wagga and District area and New South Wales;
- (b) conduct, encourage, promote, advance and administer football throughout the Wagga Wagga and District area;
- (c) ensure the maintenance and enhancement of the Association, FNSW, the FFA, the Members and football, along with its standards, quality and reputation for the benefit of the Members and football;
- (d) at all times promote mutual trust and confidence between the Association, the FNSW, the FFA and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and football in the Wagga Wagga and District area;
- (f) to provide a regulatory, disciplinary and governance regime for football in the Wagga Wagga and District area;
- (g) promote the economic and community service success, strength and stability of the Association, the Members and football in the Wagga Wagga and District area;
- (h) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (i) strive for government, commercial and public recognition of the Association as the controlling body for football in the Wagga Wagga and District area;
- (j) abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FNSW or FFA or FIFA and as may be necessary for the management and control of football and related activities in the Wagga Wagga and District area;
- (k) advance the operations and activities of the Association throughout the Wagga Wagga and District area;
- (l) further develop football into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (m) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the Wagga Wagga and District area;
- (n) adopt and implement such policies as may be developed by FFA or FNSW, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in football;
- (o) have regard to the public interest in its operations;

- (p) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (q) promote the health and safety of Members and all other participants in football in the Wagga Wagga and District area;
- (r) seek and obtain improved facilities for the enjoyment of football in the Wagga Wagga and District area; and
- (s) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association 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 Categories of Members

The Members of the Association shall consist of:

- (a) Clubs, which subject to this Constitution, shall be represented by two Delegates;
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- (c) Individual Members and Affiliate Members who have no voting rights; and
- (d) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Association in General Meeting.

5.2 Life Members

- (a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association or football, where such service is deemed to have assisted the advancement of football in the Wagga Wagga and District area, be appointed as a Life Member. Such a person must have rendered these services for a period of no less than 10 years
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6. AFFILIATION

6.1 The Association may join and affiliate with FNSW as a member in accordance with the Constitution, regulations and By-Laws of FNSW and will comply with all lawful requirements of FNSW, FFA and FIFA.

6.2 Clubs

- (a) To be, or remain, eligible for membership, a club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership under this Constitution.
- (b) For such time as the Club is not incorporated, the secretary (or his or her nominee) of any such unincorporated Club shall be deemed to be the Member (on behalf of the unincorporated entity). The secretary (or his or her nominee) shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion.
- (d) Failure to incorporate within the period stated in **clause 6.2(a)** shall result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity shall not be entitled to re-apply for membership until it becomes incorporated.

6.3 Application for Affiliation

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

6.4 Discretion to Accept or Reject Application

- (a) The Board shall consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form pursuant to **clause 6.3**. The Board shall at that meeting decide whether to accept or reject the application.
- (b) Where the Association accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The General Manager shall amend the Register accordingly as soon as practicable.
- (c) Where the Board rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected.
- (d) Any decision, and the process of making a decision, by the Board in granting or declining an application for affiliation under this **clause 6.4** is final. There is no right of appeal from any application to the Board for membership of the Association as a Member.

6.5 Re-affiliation

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

6.6 Deemed Membership

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.

7. REGISTER OF MEMBERS

7.1 Association to keep Register

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

- (a) the full name, address, category of membership and date of entry to membership of each Club; and
- (b) the full name, residential address and date of entry to membership of each Director and Life Member; and
- (c) where applicable, the date of termination of membership of any Club.

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

7.2 Inspection of 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 Life Member or Director, shall be available for inspection (but not copying) by Members who make a reasonable request.

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution, bylaws (if any) and the Regulations and the FNSW and FFA constitutions, bylaws, statutes and regulations;

- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the exclusive jurisdiction of the Association, FNSW and FFA;
- (d) it submits exclusively to the jurisdiction of the internal grievance resolution procedures of the Association, FNSW and FFA in relation to any disputes and/or grievances between the Association and Members pursuant to this Constitution, bylaws (if any) and the Regulations and the FNSW and FFA constitutions, bylaws, statutes and regulations;
- (e) it will not attempt to resolve any grievance or dispute with the Association or any Member in a court of law;
- (f) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in the Wagga Wagga and District area; and
- (g) they are entitled to all benefits, advantages, privileges and services of Association membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months' notice in writing to the Association of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.
- (c) If a Club ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.
- (d) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a) and (b)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

9.2 Discontinuance for breach

- (a) The Board may consider whether to expel or suspend a Member if:
 - (i) a person makes a complaint to the Board or the Association to the effect that an Expulsion Ground exists for the Member; or
 - (ii) the Board considers, on its own discretion, that there is an arguable case that an Expulsion Ground exists for the Member.
- (b) if the Board proposes to consider whether to expel or suspend a Member, the Board will refer it to an independent tribunal or committee established in accordance with the Regulations.

- (c) the Board must ensure that it-gives the Member at least 7 days' notice setting out the date, time and venue for the hearing at which the expulsion is to be considered.
- (d) in addition to any other requirement set out in the Regulations, a Member given notice under **clause 9.2(c)** may:
 - (i) give the tribunal or committee written submissions;
 - (ii) attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer); or
 - (iii) do both.
- (e) At the hearing the panel:
 - (i) must consider any submissions made under **clause 9.2(d)**; and
 - (ii) is not bound by the rules of evidence; and
 - (iii) may resolve to:
 - (A) expel the Member from the Association; or
 - (B) suspend the Member for a specified period and on terms and conditions it deems fit.
- (f) The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.
- (g) A Member or the Association may, within 7 days after being given notice of the decision to expel or suspend its membership pursuant to **clause 9.2(e)**, give notice to the General Manager appealing the decision.
- (h) The process for an appeal of the decision must be conducted in accordance with the Regulations or as directed by the Board. The members of the appeals committee or tribunal must be independent of the parties and the decision made by the appeals tribunal or committee is final and not appealable.
- (i) A decision by an appeals tribunal or committee formed under **clause 9.2(h)** will be final and not appealable.
- (j) For the avoidance of doubt, a party to a decision made under this **clause 9.2** shall not be entitled to raise a grievance or dispute under **clause 31** at any point. The grievance procedures set out in **clause 31** is a separate process and cannot be used in conjunction with any matter or decision made under this **clause 9.2**.

9.3 Discontinuance for failure to re-affiliate

Membership of the Association may be discontinued by the Board if a Club has not re-affiliated with the Association within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.4 Member to Re-apply

A Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board with such conditions as it deems appropriate.

9.5 Forfeiture of Rights

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Club ceases to be a Member it shall also forfeit all representation rights on the Council of Clubs, Board and at General Meetings.

9.6 Delegate Position Lapses

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

9.7 Refund of Membership Fees

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

10. SUBSCRIPTIONS AND FEES

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

11. DELETED

12. DELETED

13. REFEREES BRANCH

- (a) The FWW Referees Standing Committee shall be formed as a Standing Committee of the FWW Board. The Committee will have six (6) members appointed by the FWW Board. 3 shall be nominees of FWW and three shall be members of the FWW Referees Branch. The Board shall appoint one of the FWW nominees as Chair of the Standing Committee. The Standing Committee will be responsible for the creation of policy, management and provision of all referee services FWW.
- (b) Under this Standing Committee FWW will create the FWW Referees Branch. This entity will, under the FWW constitution, be an independent subcommittee of FWW albeit with its own rules and regulations. These rules and regulations are, in all material respects, identical to the standard rules that currently apply to other referee branches.
- (c) Individual referees will be members of this sub-committee ie "The FWW Referees Branch".
- (d) The six members of the Referees Standing Committee will be initially appointed by the Board of the FWW and each appointee will have a term of office of two (2) years. Three (3) members will be selected from the FWW community, one of whom will be appointed as Chair, whilst the other three (3) members will be selected from the ranks of senior referees of the FWW Referees Branch. After the initial two (2) year term of the FWW Referees Standing Committee, the FWW

Referees Branch will nominate its three (3) representatives for the Standing Committee to the FWW Board. These nominations are subject to the approval of the FWW Board.

- (e) The FWW Referees Branch will be governed by a set of standard rules and will be responsible for:
 - (i) Appointments of suitably qualified referees to FWW matches within broad parameters set down by the FWW Referees Standing Committee;
 - (ii) Coaching, training and the assessment of the standing of referees;
 - (iii) Managing discipline of referees by way of an initial hearing and appeal process
 - (iv) Compliance with the policies and levels of service set by the FWW Referees Standing Committee

14. EXISTING DIRECTORS

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next General Meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of General Manager (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

15. POWERS OF THE BOARD

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

16. COMPOSITION OF THE BOARD

16.1 Composition of the Board

The Board shall comprise six (6) Directors:

- (a) President
- (b) Treasurer
- (c) Secretary
- (d) Manager of Football Operations
- (e) Manager of Marketing and Media
- (f) Manager of Strategy and Planning

who shall be elected under **clause 17**.

A Director cannot also be a Club Official, Delegate or represent a Club on the Council of Clubs.

16.2 Portfolios

- (a) The Board may allocate portfolios to Directors and/or prepare position descriptions.
- (b) The Board may alter the titles of Directors as it sees fit from time to time.

17. ELECTED DIRECTORS

17.1 Nominations

- (a) Nominations for elected Director positions shall be called for twenty eight (28) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominees for elected Director positions must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as a full time employee.

17.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative from two (2) Members;
- (d) certified by the nominee expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Association not less than fourteen (14) days before the date fixed for the Annual General Meeting.

17.3 Elections

- (a) 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 only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 17.3(a)**, no further nominations will be taken from the floor of the AGM and these positions will be deemed casual vacancies under **clause 18.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) Voting shall be conducted in a secret by ballot in a first past the post election and such ballot shall be conducted by an independent person appointed by the Board.

- (e) To avoid doubt, the only Members entitled to vote at the Annual General Meeting are the two (2) Club Delegates.

17.4 Term of Appointment for Elected Directors

- (a) Directors elected under this **clause 17** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting.

18. VACANCIES ON THE BOARD

18.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

18.2 Grounds for Termination of Director

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his 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 his office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of this interest;
- (h) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
 - (i) has brought the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

18.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, 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.

19. MEETINGS OF THE BOARD

19.1 Board to Meet

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

19.2 Decisions of Board

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

19.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 19.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 19.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
 - (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

19.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four elected Directors.

19.5 Notice of Board Meetings

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

19.6 Chairperson

The Board shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

19.7 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested will be void unless approved by the Board.

19.8 Conflict of Interest

A Director shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

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.

19.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant 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 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.

- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

19.10 General Disclosure

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 **clause 19.9** 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.

19.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 19.8, 19.9** and/or **19.10** must be recorded in the minutes of the relevant meeting.

20. GENERAL MANAGER

20.1 Appointment of General Manager

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

20.2 General Manager to act as Secretary and Public Officer

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

20.3 Specific Duties

The General Manager shall:

- (a) as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use his best endeavours to distribute those minutes to Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Association.

20.4 Board Power to Manage

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

20.5 General Manager may employ

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

21. DELEGATIONS

21.1 Board may Delegate Functions

The Board may create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause the Board must take into account broad stakeholder involvement

21.2 Delegated Function Exercised in Accordance With Terms

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

21.3 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 19** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

21.4 Delegation may be Conditional

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

21.5 Revocation of Delegation

The Board may at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

22. SEAL

- (a) The Association may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal must not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Association's minute book. The affixing of the Seal must be witnessed by two (2) Directors, unless the Board determines otherwise.

23. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) Twenty-eight (28) days notice of the Annual General Meeting shall be given to all members. Such notice shall call for Board nominations, life member nominations and for any resolutions to be put.
- (c) No less than seven (7) days prior to the Annual General Meeting, the secretary of the Board will provide all members with:
 - (i) Minutes of previous Annual General Meeting

- (ii) A written agenda, detailing the order of business for the AGM
 - (iii) Nominations for the Board
 - (iv) Any life member nominations approved by the Board
 - (v) Any resolutions to be voted on
- (d) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

24. SPECIAL GENERAL MEETINGS

24.1 Special General Meetings May be Held

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

24.2 Requisition of Special General Meetings

- (a) The General Manager shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the General Manager does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

25. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Club at the address appearing in the Register kept by the Association. The General Manager and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 40.**

26. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 26(a)** shall be special business.

27. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the General Manager not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

28. PROCEEDINGS AT GENERAL MEETINGS

28.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be more than half of Affiliated Clubs, represented by at least one (1) Delegate of each club.

28.2 Chairperson to preside

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

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

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

28.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 28.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

28.4 Voting Procedure

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

- (a) the chairperson; or
- (b) a simple majority of Delegates on behalf of their Members.

28.5 Recording of Determinations

Unless a poll is demanded under **clause 28.4**, 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

28.6 Where Poll Demanded

If a poll is duly demanded under **clause 28.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

29. VOTING AT GENERAL MEETINGS

29.1 Members Entitled to Vote

Each Club shall be entitled to two (2) votes at General Meetings which, subject to this clause shall be exercised by the Club's Delegates. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**.

29.2 Chairperson May Exercise Casting Vote

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

30. PROXY VOTING

- (a) Proxy voting shall not be permitted at General Meetings.

31. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the Association in

accordance with the procedures determined by the Association from time to time. The decision made by the independent tribunal is final and not appealable.

- (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 31**.

32. RECORDS AND ACCOUNTS

32.1 Records

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

32.2 Board to Submit Accounts

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

32.3 Accounts Conclusive

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

32.4 Accounts to be Sent to Members

The General Manager shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

32.5 Negotiable Instruments

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

33. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association at a General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

34. INCOME

- 34.1 Income and property of the Association shall be derived from such sources as the Board determines from time to time.
- 34.2 The income and property of the Association shall be applied solely towards the promotion of the Objects.
- 34.3 Except as prescribed in this Constitution or the Act:
- (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- 34.4 Nothing in **clauses 34.2 or 34.3** shall prevent payment in good faith of or to any Member for:
- (a) any services actually rendered to the Association whether as an employee, Director or otherwise;
 - (b) goods supplied to the Association in the ordinary and usual course of operation;
 - (c) interest on money borrowed from any Member;
 - (d) rent for premises demised or let by any Member to the Association;
 - (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;
- provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

35. WINDING UP

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

36. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects 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 Association by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

37. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

38. REGULATIONS

38.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and football in the Wagga Wagga and District area as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, FNSW and FFA Constitutions, any regulations made by the FNSW or FFA and any policy directives of the Board.

38.2 Regulations Binding

All Regulations are binding on the Association and all Members.

38.3 Procedure for Adopting Regulations

Prior to the Board formulating issuing and adopting such regulations the Board must circulate a Draft copy to all members giving members 28 days to make submissions to the Board which the Board are required to take into consideration prior to adopting such regulations.

39. STATUS AND COMPLIANCE OF CLUBS

39.1 Compliance

Clubs acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate a Delegate, and shall inform the Association of the details of that person accordingly
- (c) Delegate or Delegates to attend General Meetings;
- (d) provide the Association with copies of their accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (e) recognise the Association as the authority for football in the Wagga Wagga and District area, FNSW as the authority in New South Wales and the FFA as the national authority for football;
- (f) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or the FNSW from time to time; and
- (g) have regard to the Objects in any matter of the Club pertaining to football.

39.2 Club Constitutions

- (a) The Clubs' constituent documents will clearly reflect the Objects and will conform to this Constitution.
- (b) Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.

- (c) Clubs shall provide to the Association a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Association has power to veto any provision in a Club constitution which, in the Association's opinion, is contrary to the Objects.
- (d) The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for football in the Wagga Wagga and District area, the FNSW as the authority in New South Wales and the FFA as the national authority for football in Australia.

39.3 Register

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

40. NOTICE

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by 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, or in the case of a Delegate, to the last notified address, 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 three (3) 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 the next business day after it was sent.

41. INDEMNITY

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