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**CONSTITUTION OF
NEPEAN REPRESENTATIVE FOOTBALL CLUB
INCORPORATED**

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TABLE OF CONTENTS (to be updated upon adoption of final draft)

1.	NAME OF CLUB.....	2
2.	DEFINITIONS AND INTERPRETATION.....	2
3.	OBJECTS OF THE CLUB AND MISSION STATEMENT	4
4.	POWERS OF THE CLUB	5
5.	MEMBERS	6
6.	MEMBERSHIP APPLICATION	7
7.	REGISTER OF MEMBERS.....	8
8.	EFFECT OF MEMBERSHIP	8
10.	DISCIPLINARY PROCEEDINGS	9
11.	SUBSCRIPTIONS AND FEES.	10
12.	EXISTING Directors	10
13.	POWERS OF THE BOARD.....	10
14.	COMPOSITION OF THE BOARD	10
15.	TERM OF APPOINTMENT	11
16.	VACANCIES ON THE MANAGEMENT COMMITTEE	11
17.	MEETINGS OF THE MANAGEMENT COMMITTEE	13
18.	DELEGATIONS.....	15
19.	ANNUAL GENERAL MEETING.....	16
20.	SPECIAL GENERAL MEETINGS.....	16
21.	NOTICE OF GENERAL MEETING.....	16
22.	BUSINESS.....	16
23.	NOTICES OF MOTION	17
24.	PROCEEDINGS AT GENERAL MEETINGS	17
25.	VOTING AT GENERAL MEETINGS.....	18
26.	GRIEVANCE PROCEDURE	18
27.	RECORDS AND ACCOUNTS	19
28.	AUDITOR.....	19
29.	INCOME.....	19
30.	WINDING UP	20
31.	DISTRIBUTION OF PROPERTY ON WINDING UP.....	20
32.	ALTERATION OF CONSTITUTION	20
33.	REGULATIONS AND CODES OF CONDUCT	20
34.	STATUS AND COMPLIANCE OF CLUB.....	21
35.	NOTICE	21
36.	INDEMNITY	22
	LIFE MEMBERSHIP ANNEXURE.....	23

ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION of NEPEAN REPRESENTATIVE FOOTBALL CLUB INCORPORATED

1. **NAME OF CLUB**

The name of the Club is Nepean Representative Football Club Incorporated.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

In this Constitution unless the contrary intention appears:

- ‘Act’** means the *Associations Incorporation Act 2009 (NSW)*.
- ‘Annual General Meeting’** means Annual General Meeting of the Club
- ‘Board’** means the Board of Directors of Nepean FA Inc. and consisting of the Directors;
- ‘Constitution’** means this Constitution of the Association;
- ‘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;
- ‘FA’** means Football Australia;
- FNSW** means Football NSW Limited;
- ‘General Meeting’** means General Meeting of the Club;
- ‘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 Club or any activity of or conducted, promoted or administered by the Club;
- ‘Junior Member’** means a Member of the Club who is less than 16 years of age;
- ‘Life Member’** means an Individual appointed as a Life Member of the Club under **clause 5.3**;
- ‘MC’** means Management Committee
- Management Committee’** Means the Management Committee appointed by the Nepean FA Board of Directors to manage the operational business of the Club
- ‘Member’** means a Member of the Club for the time being under **clause 5**;
- ‘Mission Statement’** means the mission statement set out in **clause 3**;
- ‘Nepean FA** means Nepean Football Association Incorporated;
- ‘Objects’** means the Objects of the Club in **clause 3**;

'Policies'	means policies set by the Club, whether initiated by the Club or adopted from other administrative bodies including FA or Football NSW;
'Public Officer'	means the person appointed to be the public officer of the Association in accordance with the Act;
'Register'	means a register of Members kept and maintained in accordance with clause 7 ; and
Special General Meeting	means a Special General Meeting of the club.

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); 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; and
- (h) the words "include", "includes" and "including" are not words of limitation.

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 CLUB AND MISSION STATEMENT

3.1 The Club is established solely for the Objects. The Objects of the Club are:

- (a) To act as the elite club for and on behalf of the Nepean Football Association Incorporated;
- (b) Conduct, encourage, promote, advance and administer Football throughout the area administered by Nepean FA;
- (c) Act, at all times, on behalf of and in the interest of the Members and Football;
- (d) Affiliate and otherwise liaise with FNSW and adopt their rule and policy frameworks to further these Objects;
- (e) Abide by, promulgate, enforce and secure uniformity in the application of the Laws of Football as may be determined from time to time by FA and FNSW and as may be necessary for the management and control of Football and related activities in New South Wales;
- (f) Advance the operations and activities of the Club throughout the local area;
- (g) Have regard to the public interest in its operations; (h) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects; and
- (i) ensure that the Club develops and implement policies which are consistent with the Mission Statement.

3.2 The Mission Statement is as follows:

The purpose of Nepean Representative FC is to:

Foster and develop football in the Nepean district by affiliating with FNSW to participate in elite, representative level football.

Participate at the highest level of youth and senior leagues that is both attainable and sustainable by the club.

The Vision

Nepean Representative FC shall do all things necessary to promote local talented players and to provide a pathway for local players whose ability will allow them to participate in football at a level higher than the local grass roots competition.

Values

Developmental aims and principles shall take precedence over competitive influences in relation to coaching and planning policies.

Nepean Representative FC shall only employ coaches that are fully committed to the development of local Nepean District players, using coaching methods that are aligned to the coaching policy of Nepean FA and its parent bodies being FNSW and FA.

Objectives

To become a leading body in relation to Junior Player development, both male and female, with measures in place at the club in all aspects of coaching and development, and club administration to ensure that this is achieved.

To promote an inclusive culture for all Members.

To equally promote both Male & Female players, coaches and administrators

To support the ongoing education and development of coaching staff with further training opportunities.

- 3.3** All Members must acknowledge, observe and carry out to the best of their ability the Objects and the Mission Statement.
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4. POWERS OF THE CLUB

- 4.1** 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

There shall be the following categories of club membership:

Senior playing members
Parent members
Junior members
Full members
Life members

5.1 Members

Only senior playing members and full members of the club have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings.

Junior members shall be all players under the age of eighteen years registered in accordance with club rules.

Parent members shall be the parent or care provider that signs the player's registration form and their spouse or partner (if applicable).

Senior playing members shall be all players who have attained the age of eighteen years and who have registered in accordance with club rules that have no monies outstanding to the club.

Full members of the club shall be persons appointed by the management committee to positions within the club. Positions shall include (but not limited to) team coach, team manager, member protection officer, the FNSW liaison position

Life members shall be persons conferred with the title in accordance with 5.2 of the constitution. Life members shall receive notices of general meetings and are entitled to attend club meetings, and debate, but are not entitled to vote at club meetings.

5.2 Life Members

- (a) The Board may consider recommendations at the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member
- (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 Life Member's details shall be entered upon the Register, which will be present at all times as an annexure to the Club's Constitution, and from the time of entry on the Register the person shall be a Life Member.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) Made using the method designated by the Board and/or Management Committee from time to time. It must be made by the applicant or, in the case of a person applying to be a Junior Member, that person's parent or carer, and lodged with the Club; and
- (b) Accompanied by the appropriate fee (if specified).

6.2 Discretion to Accept or Reject Application

- (a) The Club Management Committee may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club Management Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) 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.

6.3 Renewal

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in Regulations from time to time.

6.4 Deemed Membership

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.

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

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

- (a) the full name, residential and email addresses, contact phone number, date of birth and date of entry of each Member; and
- (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.

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 Member, shall be available for inspection (but not copying) by Members, upon 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

8.1 Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club;
- (b) They shall comply with and observe this Constitution, the Regulations, Codes of Conduct and all policies, determinations, directions or resolutions which may be made or passed by the Club;
- (c) They are subject to the jurisdiction of the Club, FNSW and FA; and
- (d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (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) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) The Club, in acting under Clause 9.2(a), follow the procedures set out in Clause 10.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(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 9.2** as soon as practicable. Member may Re-Apply

9.3 A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

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

9.4 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.

9.5 Membership may be Re-instated

Membership, which has been discontinued under this clause 9, may be reinstated at the discretion of the Board, with such conditions, as it deems appropriate.

9.6 Refund of Membership Fees

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

10. DISCIPLINARY PROCEEDINGS

10.1 The Board or the Management Committee may commence disciplinary proceedings against a Member whom, it appears, may have:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, a Code of Conduct or any policy, resolution or determination of the Board or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Football; or
- (c) brought the Club, any other Member or Football into disrepute.**

That Member will be subject to and will submit unreservedly to the jurisdiction and processes of the Club as set out in the Regulations.

10.2 In proceeding under clause 10.1, the Board or Management Committee may act upon the complaint of any person (whether a Member or not) or may act of its own motion.

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

11. SUBSCRIPTIONS AND FEES.

The annual 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 and approved by the Board.

12. EXISTING Directors

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. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Club shall be managed and the Board shall exercise the powers of the Club. 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 local area.

The Board, at their discretion may authorise the management committee to act on their behalf in the management of the business of the club.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

As a wholly owned entity of Nepean FA, the Board of Directors of Nepean Representative FC shall be the same as the Board of Directors of Nepean FA.

14.2 Management Sub-Committee of the Club

The Board shall appoint the executive members of the Sub-Committee, comprising of

- i) The President
- ii) The Secretary
- iii) The Financial Officer

The Management Sub-Committee of the Club will recruit further sub-committee members in consultation with the Board of Directors in accordance with the needs of the club.

15. TERM OF APPOINTMENT

15.1 Term of Appointment for ~~Directors~~¹ Management Committee Executive Members

- (a) Management Committee Executive Members shall be appointed for a term of two years. Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, the Committee Members shall remain in office from the date of their appointment until the conclusion of the second annual General Meeting following such appointment.
- (b) The President and Financial Officer shall retire in each odd year and
- (c) The Secretary shall retire in each even year

16. VACANCIES ON THE MANAGEMENT COMMITTEE ²

16.1 Casual Vacancies

Nepean FA board may fill any casual vacancy occurring in the Management Committee. Any casual vacancy may only be filled for the remainder of the term under this Constitution.

16.2 Grounds for Termination of ~~Director~~ Management Committee Member³

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 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 Club;

¹ Change to MC Members

² Change from Board to MC

³ Change references to Director to MC member in 16.2

- (e) is absent without the consent of the MC from meetings of the MC held during a period of six months;
- (f) holds any office of employment with the Club without the approval of the Board;
- (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 Board (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;
 - (iii) is removed by Special Resolution; or
 - (iv) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth.)*.

16.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a MC Member or MC Members, the remaining MC Members may act. However, if the number of remaining MC Members is not sufficient to constitute a quorum at a meeting of the Board, Nepean FA must increase the number of MC Members to a number sufficient to constitute a quorum.

17. MEETINGS OF THE MANAGEMENT COMMITTEE

17.1 Management Committee to Meet

- (a) The management sub-committee, as established by the Board, shall meet at least 6 times in a calendar year.
- (b) Such meetings shall be reported to the Board by the presentation of minutes of the meeting.
- (c) The management sub-committee will also report to the board in a regular timeframe as outlined by the Board, in consultation with the Sub-Committee using the reporting template supplied by the Board.

17.2 Decisions of Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Management Committee Members shall for all purposes be deemed a determination of the Management Committee. All MC Members shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson chooses not to use a casting vote, the motion will be lost.

17.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by telegram, facsimile, email, telex or other form of electronic communication by all the MC members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the MC duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one or more of the MC members;
- (b) 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 MC 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, online video conference or other form of communication;
 - ii. notice of the meeting is given to all the MC 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 MC members are not required to be present in person;
 - iii. if a failure in communications prevents clause 17.3(b)(i) from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until clause 17.3(b)(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 Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

17.4 Quorum

At meetings of the Management Committee the number of MC members whose presence is required to constitute a quorum is half the number of MC Members plus one.

17.5 Notice of Management Committee Meetings

Unless all MC Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Management Committee shall be given to each MC Member. The agenda shall be forwarded to each Member not less than four (4) days prior to such meeting.

17.6 Chairperson

The Chairperson of Nepean Representative Football Club shall be the President of the Club. In the absence of the President, those present at the meeting shall appoint another from amongst their number.

17.7 Conflict of Interest

A MC Member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. That member 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 member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a MC 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.

17.8 Disclosure of Interests

- (a) The nature of the interest of a MC 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 MC 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 MC Member becomes interested.
- (b) All disclosed interests must also be disclosed to the Board and shall be noted at each annual General Meeting in accordance with the Act.

17.9 General Disclosure

A general notice stating that a MC Member is a Member (or employee or officer) of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 17.8**. After the distribution of the general notice, it is not necessary for the MC member to give a special notice regarding any particular transaction with that firm or company.

17.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a MC Member in accordance with **clauses 17.7, 17.8 and/or 17.9** must be recorded in the minutes of the relevant meeting.

17.11 Financial Year

The financial year of the club will run from 1st July to the 30th June each calendar year.

18. DELEGATIONS.

18.1 Management Committee May Delegate Functions Change Board to MC

The MC, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the MC must take into account broad stakeholder involvement.

18.2 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the MC or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

(b) 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.

18.4 Procedure of Delegated Entity

The procedures for any person or 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 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The person or entity shall also provide any other reports, minutes and information required by the Board.

18.5 Delegation May Be Conditional

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

18.6 Revocation of Delegation

At any time Nepean FA 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.

19. ANNUAL GENERAL MEETING

- (a) The Club's annual General Meeting shall be held in accordance with the Act and this Constitution. It must be held on a date and at a venue determined by the Board.
 - (b) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.
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20. SPECIAL GENERAL MEETINGS

20.1 Requisition of Special General Meetings

- (a) the Board shall convene a Special General Meeting when five per cent of Members (no less) submit a requisition in writing to the Board;
- (b) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

21. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice. Notices may be sent via post or electronically. The Directors shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner authorised in clause 35.

22. 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 and the appointment of auditors. The appointment of Directors shall also be made at each annual General Meeting at which the term of appointment of the Directors ceases.
- (b) All business that is transacted at a General Meeting and at an annual General Meeting, with the exception of those matters set down in **clause 24(a)**, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

23. 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 Club no less than 14 days (excluding receiving date and meeting date) prior to the General Meeting.

24. PROCEEDINGS AT GENERAL MEETINGS

24.1 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 Club shall be 10 Members.

24.2 Chairperson to Preside

The chairperson of the Management Committee 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 Members present shall appoint another MC Member to preside as chairperson for that meeting only.

24.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. 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. 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 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 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.4 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 the Members.

24.5 Recording of Determinations

Unless a poll is demanded under **clause 26.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

24.6 Where Poll Demanded

If a poll is duly demanded under **clause 26.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

25. VOTING AT GENERAL MEETINGS

25.1 Members Entitled to Vote

Only Senior Playing and Full members shall be entitled to one vote at General Meetings.

25.2 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.

25.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

25.4 Postal & Electronic Voting

A postal or electronic ballot shall determine a motion if determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted using procedures set by the Board from time to time when required.

25.5 Use Of Technology At General Meetings

- (a) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the association's members a reasonable opportunity to participate.
- (b) A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

26. GRIEVANCE PROCEDURE

26.1 The Board must implement Regulations for the resolution of disputes which may arise between a Member and:

- (a) another Member; or
- (b) the Club.

27. RECORDS AND ACCOUNTS

27.1 Records

The Club shall ensure there are proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or General Meeting. Full copies of all minutes including financial records shall be made available to the Board of Nepean FA.

27.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the association.

27.3 Submission of Accounts

A copy of the Club's statements of account shall be presented to the Members at the annual General Meeting in accordance with this Constitution and the Act.

27.4 Accounts Conclusive

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

27.5 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 two duly authorised persons as determined by Nepean FA Board.

27.6 The association may also institute processes for controlling electronic banking.

28. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Nepean Football Association at 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 auditor may be removed by the Club in a General Meeting.
 - (b) The accounts of the Club 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.
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29. INCOME

29.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.

29.2 The income and property of the Club shall be applied solely towards the promotion of the Objects. Except as prescribed in this Constitution or the Act:

- (a) 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

- (b) no remuneration shall be paid or given by the Club to any Member who holds any office of the Club.

29.3 Payment in good faith or to any Member can be made for:

- (a) any services actually rendered to the Club whether as an employee, Director or otherwise
- (b) goods supplied to the Club 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 Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 29.2 or 29.3** 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.

30. 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).

31. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, subject to meeting any requirements of the Act, they shall be transferred to Nepean FA.

32. ALTERATION OF CONSTITUTION

- 32.1 This Constitution shall not be altered except by Special Resolution.

33. REGULATIONS AND CODES OF CONDUCT

33.1 Board to Formulate Regulations

The Board 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 Football in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Board of Nepean FA.

33.2 Regulations Binding

All Regulations are binding on the Club and all Members.

33.3 Regulations Deemed Applicable

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.

33.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Club either by mail or electronically. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

33.5 The Board may also create and amend Codes of Conduct.

34. STATUS AND COMPLIANCE OF CLUB

34.1 Recognition of Club

The Club is a Member of the regional and/or state bodies for Football and is recognised by those bodies as the entity responsible for the delivery of Football in the local area and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer Football in the local area in accordance with the Objects.

34.2 Constitution of the Club

This Constitution will clearly reflect the Objects of the region and state bodies for Football and will conform to the Constitutions of those bodies, subject always to the Act.

34.3 Region and SSO

The Club may not resign, disaffiliate or otherwise seek to withdraw from FNSW without approval by Special Resolution.

35. 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 effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three 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
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36. INDEMNITY

- (a) Every Director, 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 Director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

- (b) The Club shall indemnify its Directors, Management Committee Members and employees against all damages and losses (including legal costs) for which any such Director, 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 Director, or Management Committee Member performed or made while acting on behalf of and with the authority, express or implied, of the Club; or

 - ii. in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

LIFE MEMBERSHIP ANNEXURE

The following persons were entered into Life Membership of Nepean Representative Football Club Inc. by means of a special resolution carried by a majority of voting members at a properly convened meeting of the Club.

Year Awarded	Name of Life Member
2016	Laurence (Laurie) Solomon