



**NORTHERN  
SUBURBS  
FOOTBALL**  
EST. 1957

**NORTHERN SUBURBS FOOTBALL  
ASSOCIATION INC.**

**CONSTITUTION**

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CONSTITUTION

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# CONSTITUTION

## 1. NAME OF ASSOCIATION

The name of the Association is Northern Suburbs Football Association ("NSFA").

## 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 the annual general meeting of the Association held in accordance with **clause 21**.

**"Association"** means NSFA.

**"Board"** means the body consisting of the Directors.

**"Club"** means a football club that is a Member of the Association.

**"Chief Executive Officer"** means the Chief Executive Officer of the Association for the time being appointed under this Constitution.

**"Constitution"** means this Constitution of the Association.

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

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

**"Elected Director"** means a Director elected under **Clause 14.1 (a) or (c)**.

**"FFA"** means the Football Federation of Australia, Australia's football governing body (or its successor).

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

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

**"FNSW"** means Football New South Wales, New South Wales state governing body (or its successor).

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

**"Intellectual Property"** means all rights subsisting in copyright, business names, names, trademarks (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 NSFA Region.

**"KDFRA"** means Ku-ring-gai & District Football Referees Association or any successor body.

**"Life Member"** means an individual appointed as a Life Member of the Association under **clause 5.1(c)**.

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

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

“**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.

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

“**Regulations**” means any Regulations made by the Board under **clause 36**.

“**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 22**.

“**Special Resolution**” means a special resolution defined in 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" must 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 will 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:

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- (a) Participate as a member of FNSW so football can be conducted, encouraged, promoted, advanced and administered in the NSFA Region and New South Wales;
- (b) Conduct, encourage, promote, advance and administer football throughout the NSFA Region;
- (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 NSFA Region;
- (f) To provide a regulatory, disciplinary and governance regime for football in the NSFA Region;
- (g) Promote the economic and community service success, strength and stability of the Association, the Members and football in the NSFA region;
- (h) Affiliate and otherwise liaise with the FNSW and adopt its rule and policy framework to further these Objects and football,
- (i) Use and protect the Intellectual Property;
- (j) Apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (k) Strive for government, commercial and public recognition of the Association as the controlling body for football in the NSFA region;
- (l) 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 NSFA Region;
- (m) Advance the operations and activities of the Association throughout the NSFA Region;
- (n) 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;
- (o) Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the NSFA Region;
- (p) 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;
- (q) Represent the interests of its Members and of football generally in any appropriate forum in the NSFA Region;
- (r) Have regard to the public interest in its operations;
- (s) 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;
- (t) Promote the health and safety of Members and all other participants in football in the NSFA Region;
- (u) Seek and obtain improved facilities for the enjoyment of football in the NSFA Region; and

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- (v) Undertake and or do all such things or activities that 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 Act.

## 5. MEMBERS

### 5.1 Categories of Members

The Members of the Association will consist of:

- (a) Clubs, which subject to this Constitution, must be represented by a Delegate;
- (b) Life Members, who subject to this Constitution, have the right to receive notice and minutes of General Meetings and to be present and to speak at General Meetings, but have no voting rights; and
- (c) Such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot 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 NSFA Region, be appointed as a Life Member.
- (b) Upon written acceptance by the person, his or her details must be entered upon the Register, and from the time of entry on the Register the person will be a Life Member.

## 6. AFFILIATION AND MEMBERSHIP

**6.1 The Association** must join and affiliate with FNSW 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 member 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 of any such unincorporated Club will be deemed to be the Member (on behalf of the unincorporated entity). The secretary (or his or her nominee) will be entitled to exercise the same voting and other rights and have the same obligations and must 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 will be resolved by the Board in its sole discretion.
- (d) Failure to incorporate within the period stated in **clause 6.1 (a)** will result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity will not be entitled to re-apply for membership until it becomes incorporated.

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### 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
- (c) Accompanied by the appropriate fee (if any).

### 6.4 Discretion to Accept or Reject Application

- (a) The Board must consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form. The Board must decide whether to accept or reject the application.
- (b) Where the Association accepts an application, the applicant will, become a Member. Membership will be deemed to commence upon acceptance of the application by the Association. The Chief Executive Officer must amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association must refund any fees forwarded with the application and the application will be deemed rejected.

### 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.

### 6.6 Deemed Membership

- (a) A member who or which was, prior to the approval of this Constitution under the Act, a member of the Association, and is within the categories in **Clauses 5.1 (a) and (b)** will be deemed to be a Member from the time of approval of this Constitution under the Act.
- (b) Clubs must provide the Association with such details as are reasonably required by the Association under this Constitution within one month of the approval of this Constitution under the Act.

## 7. REGISTER OF MEMBERS AND DIRECTORS

### 7.1 Association to keep Register

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

- (a) The name, address and date of entry to membership of each Club; and
- (b) The full name, residential address and date of entry to membership of each Life Member;
- (c) The full name, residential address and date of appointment of each Director; and
- (d) Where applicable, the date of termination of membership or directorship.

Members and Directors must provide to the Association notice of any change in required details 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



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Director, must 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 and the Regulations and the FNSW and FFA constitutions, statutes and regulations;
- (b) They must 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 jurisdiction of the Association, FNSW and FFA;
- (d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in the NSFA Region; and
- (e) 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) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a) and (b)**, an entry in the Register must 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) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership must not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the Member against whom a breach is alleged the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view, to explain adequately the breach, that Member's membership may be discontinued under **clause 9.2(a)**, giving written notice of the discontinuance to the Member. The Register must be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

### 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

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must 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) 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.

### **9.5 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, will forfeit all rights in and claims upon the Association and its property and must 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 must be returned to the Association immediately. Where a Club ceases to be a Member it will also forfeit all representation rights at General Meetings.

### **9.6 Membership may be reinstated**

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.

### **9.7 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. DISCIPLINE**

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

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the FNSW's or the FFA's constitution or regulations or any resolution or determination of the Board or any duly authorised committee; or
  - (b) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association, FNSW, FFA and/or football; or
  - (c) Brought the Association, FNSW, FFA, any other Member or football into disrepute;
- The Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations.

## **11. 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, will be as determined by the Board.

## **12. MEMBERS OF THE EXISTING MANAGEMENT COMMITTEE**

- (a) The members of the Management Committee of the Association in office immediately prior to approval of this Constitution under the Act will continue in those positions until the next General Meeting following such adoption of this Constitution. After this General Meeting, the positions of Directors must 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 will continue in that position following such approval, subject to any contractual arrangements.

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### 13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Association will be managed, and the powers of the Association will be exercised, by the Board. In particular, the Board must act in accordance with the Objects and must operate for the benefit of the Members and the community throughout the NSFA Region.

### 14. COMPOSITION OF THE BOARD

#### 14.1 Composition of the Board

The Board will comprise:

- (a) The Treasurer who will be elected under **clause 15**;
- (b) Until the 2014 Annual General Meeting, one Appointed Director who will be appointed in accordance with **clause 16**; and
- (c) Seven Other Directors who elected under **clause 15**.

A Director cannot also be a Delegate.

#### 14.2 Portfolios

- (a) A Director may not hold more than one of the positions of President, Vice-President and Treasurer.
- (b) The Board may allocate further portfolios and/or titles to Directors.

### 15. ELECTED DIRECTORS

#### 15.1 Nominations

- (a) Nominations for Treasurer and Other Director positions must be called for twenty-one days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions must also be provided. Qualifications and job descriptions will be as determined by the Board from time to time.
- (b) Nominations for Treasurer must be called for only when there is a vacancy in the office (due to the operation of **clauses 15.4, 16.1 or 16.2**).

#### 15.2 Form of Nomination

Nominations must:

- (a) Be in writing;
- (b) Be supported by an authorised representative from two Clubs;
- (c) Be confirmed by the nominee expressing his or her willingness to accept the position for which he or she is nominated;
- (d) disclose any position that the nominee holds in a Club including as an officer (howsoever described, including as a Delegate) or as a full time employee; or any other involvement in football, including business dealings with the Association;
- (e) Indicate whether the nominee seeks election as Treasurer, and, if not elected Treasurer, seeks election instead as Other Director.
- (f) Be delivered (in paper or electronic form) to the Association not less than seven days before the date fixed for the Annual General Meeting; and
- (g) Be notified to Members not more than five days before the date fixed for the Annual General Meeting

#### 15.3 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 will be declared elected only if

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approved by the majority of votes that could be cast by those Members present (in the person of Delegates, or by proxy).

- (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 votes under **clause 15.3 (a)**, the positions will be deemed casual vacancies under **clause 16.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers must be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) If there is more than one nomination for the position of Treasurer, the voting for that position must occur first, and the result be declared before further voting proceeds.
- (e) If, after the voting referred to in (d) above (if any) there remain more nominations than positions vacant for Other Directors, voting must then occur for those positions.
- (f) Voting must be by secret ballot, conducted by an independent person appointed by the Board. Each Club will be entitled to the number of votes shown in **clause 28.1** in respect of each vacancy filled.

### 15.4 Term of Appointment for Elected Directors AGM 12/18

- (a) Except as provided in **clause 15.4 (e)**, all Elected Directors will be elected for a term of two years. They will be eligible to seek re-election subject to **clause 15.4 (d)**.
- (b) Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, Elected Directors will remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (c) At least half of the Elected Directors must retire in each year.
- (d) Following the adoption of this Constitution, no person who has served as a Director for a period of four consecutive full two-year terms will be eligible for election as a Director until the next Annual General Meeting following the date of conclusion of his or her last term as a Director.
- (e) As a transitional measure, the President, the Vice-President and two Other Directors elected in 2012 must retire in 2013, but will be eligible for re-election. The period from 2012 to 2013 will not count as a full term for the purposes of **clause 15.4 (d)**.

## 16. VACANCIES ON THE BOARD

### 16.1 Casual Vacancies

- (a) Any casual vacancy occurring in the position of Treasurer or Other Director may be filled by the Board from among appropriately qualified persons. Any casual vacancy may only be filled for the period ending at the next Annual General Meeting when the Treasurer or Other Director will retire, but will, subject to **clause 15.4**, be eligible for re-election.
- (b) Any casual vacancy in the position of President or Vice-President must be filled by the Board from amongst the Directors.
- (c) Any casual vacancy in the position of Appointed Director may be filled by appointment by KDFRA.

### 16.2 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;

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- (b) Becomes bankrupt or makes any arrangement or composition with his or her 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 or her 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 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 his or her 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
  - (ii) 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 Act.

### **16.3 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 Director to a number sufficient to constitute such a quorum.

## **17. MEETINGS OF THE BOARD**

### **17.1 Board to Meet**

The Board will meet as often as is deemed necessary for the dispatch of business (and must meet 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.

### **17.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board must be decided by a majority of votes and a determination of a majority of Directors will, for all purposes, be deemed a determination of the Board. Each Director will have one 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.

### **17.3 Resolutions not in Meeting**

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

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- (iii) If a failure in communications prevents **clause 17.3 (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 must 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 will be deemed to have terminated or adjourned; and
- (iv) any meeting held where one or more of the Directors is not physically present will 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 will be deemed to be held at the place where the chairperson of the meeting is located.

### 17.4 Quorum

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

### 17.5 Notice of Board Meetings

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

### 17.6 President

- (a) The President and Vice-President shall be elected by the Board. If there is more than one nomination for the position of President, the voting for that position must occur first, and the result declared before any voting for the position of Vice-President takes place.
- (b) The President will be the nominal head of the Association, but have executive authority only to the extent delegated by the Board.
- (c) The President will act as chair of any Board meeting at which he or she is present. If the President is not present, or is unwilling or unable to preside at a Board meeting, the Vice-President will act as chair of the meeting. If neither the President nor Vice-President is present, willing and able to preside, the remaining Directors must appoint another Director to preside as chair for that meeting only.

### 17.7 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.

### 17.8 Conflict of Interest

A Director must declare his or her 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 must, unless otherwise determined by the Board, absent himself or herself from discussions of such matter; and will not be entitled to vote in respect of such matter. If the Director votes the vote must not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself or herself from discussions and refrain from voting, the issue should be immediately

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determined by vote of the Board, or if this is not possible, the matter should be adjourned or deferred.

### **17.9 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.

### **17.10 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 17.9** as regards such Director. 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.

### **17.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 17.8, 17.9** and/or **17.10** must be recorded in the minutes of the relevant meeting.

## **18. CHIEF EXECUTIVE OFFICER**

### **18.1 Appointment of Chief Executive Officer**

A Chief Executive Officer may be appointed by the Board for such term and on such conditions as the Board thinks fit.

### **18.2 Chief Executive Officer to act as Secretary and Public Officer**

The Chief Executive Officer will act as secretary and Public Officer of the Association.

### **18.3 Specific Duties**

The Chief Executive Officer will:

- (a) As far as practicable attend General Meetings and Board meetings, except any portions dealing with his or her performance, or any other matters that the Board wishes to discuss in the absence of the Chief Executive Officer;
- (b) Act with such authority as is delegated to him or her by the Board;
- (c) Assist the President in preparing the agenda for Board and General Meetings; and
- (d) Cause to be prepared minutes of the proceedings of Board meetings and General meetings, and distribute of General Meetings to Members promptly after each meeting.

### **18.4 Chief Executive Officer may employ**

The Chief Executive Officer may, in consultation, with the Board employ other personnel.

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### 19. DELEGATIONS

#### 19.1 Board May Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out 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

#### 19.2 Delegation by Instrument

The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) This power of delegation; and
- (b) A function imposed on the Board or the Chief Executive Officer by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

#### 19.3 Delegated Function Exercised in Accordance with Terms

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

#### 19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power will, 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** above. The entity exercising delegated powers must make decisions in accordance with the Objects, must promptly provide the Board with details of all material decisions and must provide any other reports, minutes and information as the Board may require from time to time.

#### 19.5 Delegation may be Conditional

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

#### 19.6 Revocation of Delegation

The Board may by instrument in writing, 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.

### 20. SEAL

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

### 21. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Association must 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) All General Meetings other than the Annual General Meeting must be Special General Meetings and must be held in accordance with this Constitution.



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### 22. SPECIAL GENERAL MEETINGS

#### 22.1 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 months would elapse between Annual General Meetings, must convene a Special General Meeting before the expiration of that period.

#### 22.2 Requisition of Special General Meetings

- (a) The Chief Executive Officer must convene a Special General Meeting on the requisition in writing of Members holding not less than five percent of votes that could be cast at a General Meeting.
- (b) The requisition for a Special General Meeting must state the object(s) of the meeting and may consist of several documents in a like form, each signed (on paper or electronically) by one or more of the Members making the requisition.
- (c) If the Chief Executive Officer does not cause a Special General Meeting to be held within one 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 months after that date.
- (d) A Special General Meeting convened by Members under this Constitution must be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

### 23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting must be given to every Club and Life Member at the address appearing in the Register kept by the Association. The auditor, Chief Executive Officer and Directors will also be entitled to notice of every General Meeting, which must be sent to their last notified address. No other person will be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting must specify the place and day and hour of meeting and must state the business to be transacted at the meeting.
- (c) At least twenty-one days' notice of a General Meeting must be given to those Members entitled to receive notice, together with: -
  - (i) The agenda for the meeting;
  - (ii) Any notice of motion received from Members entitled to vote; and
  - (iii) Forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting must be given in the manner authorised in **clause 39**.

### 24. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts, the budget for the forthcoming year, and the reports of the Board and auditor; the election of Directors under this Constitution; and the appointment of the auditor.
- (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 24(a)** must be special business.
- (c) No business other than that stated on the notice for a General Meeting may be transacted at that meeting.

### 25. 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 Chief Executive

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

### **26. PROCEEDINGS AT GENERAL MEETINGS**

#### **26.1 Quorum**

No business may be transacted at any General Meeting unless a quorum is present (in the person of Delegates, or by proxy) at the time when the meeting proceeds to business. A quorum for General Meetings of the Association will be 60% or more of the votes that could be cast at the meeting.

#### **26.2 President to preside**

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

- (a) In relation to any election for which the President is a nominee; or
- (b) Where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside the Delegates present must appoint another Director to preside as President for that meeting (or portion of that meeting) only.

#### **26.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting must be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it was a new meeting.
- (d) Except as provided in **clause 26.3(c)** it will not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **26.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting (except in relation to contested election of Directors which will always be conducted by secret ballot) will be decided on a show of voting cards (which will distinguish the differing number of votes for each Member) unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) The chairperson; or
- (b) Delegates or proxyholders who together control a majority of votes that may be cast at the meeting.

#### **26.5 Recording of Determinations**

Unless a poll is demanded under **clause 26.4**, 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, will be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

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### 26.6 Where Poll Demanded

If a poll is duly demanded under **clause 26.4** it will 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 will be the resolution of the meeting at which the poll was demanded.

## 27. VOTING AT GENERAL MEETINGS

### 27.1 Members Entitled to Vote

Each Club will be entitled at General Meetings to one vote for each three teams, with a minimum of one vote and a maximum of five votes. The votes, subject to this clause, will be exercised by the Club's Delegate. No other Member will be entitled to vote but will, subject to this Constitution, have the rights set out in **clause 5.1**. The Directors, the Life Members and the Chief Executive Officer will have no right to vote at General Meetings.

### 27.2 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.

### 27.3 Postal Voting

Ballots cast in a postal vote may be submitted either by post or electronically by the date specified by the Board.

## 28. PROXY VOTING

- (a) Proxy voting will be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and received by the Chief Executive Officer at or before the commencement of the meeting. Proxies may only be exercised by Members entitled to vote.
- (b) The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Delegate will be entitled to instruct his or her proxy to vote in favour of or against any proposed resolutions; or to vote as the proxy thinks fit. Unless otherwise instructed, the proxy may exercise the proxy vote as he or she thinks fit.

## 29. 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 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 days, refer the dispute for resolution to an independent tribunal established by FNSW in accordance with the procedures determined by FNSW from time to time.
- (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **Rule 28**.

## 30. RECORDS AND ACCOUNTS

### 30.1 Records

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

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### 30.2 Records Kept in Accordance with Act

Proper accounting and other records must be kept in accordance with the Act. The books of account must be kept in the care and control of the Chief Executive Officer.

### 30.3 Association to Retain Records

The Association must retain such records for seven years after the completion of the transactions or operations to which they relate.

### 30.4 Board to Submit Accounts

The Board must submit to the Members at the Annual General Meeting the audited financial statements of the Association in accordance with this Constitution and the Act, together with a budget for the following Financial Year.

### 30.5 Accounts Conclusive

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

### 30.6 Accounts to be sent to Members

The CEO must 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 budget, the Board's report, the auditor's report and every other document required under the Act (if any).

### 30.7 Negotiable Instruments

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

## 31. AUDITOR

- (a) A Registered Company Auditor must be appointed by the Association in General Meeting. The auditor's duties will be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act*, generally accepted auditing principles, and any applicable code of conduct.
- (b) The auditor must provide an opinion as to whether the financial statements of the Association for each year give a true and fair view, in accordance with Australian Accounting Standards.
- (c) The auditor may be removed by the Association in General Meeting.

## 32. INCOME

32.1 Income and property of the Association may be derived from such sources as the Board determines from time to time.

32.2 The income and property of the Association must be applied solely towards the promotion of the Objects.

32.3 Except as prescribed in this Constitution or the Act:

- (a) No portion of the income or property of the Association may 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 may be paid or given by the Association to any person who holds any office of the Association.

32.4 Nothing in **clauses 32.2** or **32.3** will prevent payment in good faith of or to any person 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;

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- (c) Interest on money borrowed from any person;
- (d) Rent for premises demised or let by any person to the Association;
- (e) Any out-of-pocket expenses incurred by the person on behalf of the Association;

provided that any such payment must not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **33. 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 an amount not exceeding one dollar 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.

### **34. DISTRIBUTION OF PROPERTY ON WINDING UP**

Any assets or property remaining upon winding up or dissolution of the Association, after satisfaction of all its debts and liabilities must not be paid to or distributed amongst the Members, but must 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) are 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.

### **35. ALTERATION OF CONSTITUTION**

This Constitution may not be altered except by Special Resolution.

### **36. REGULATIONS**

#### **36.1 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 NSFA Region 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.

#### **36.2 Regulations Binding**

All Regulations are binding on the Association and all Members.

#### **36.3 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. The Board must take into consideration any submissions received, prior to adopting the regulations.

### **37. STATUS AND COMPLIANCE OF ASSOCIATION**

#### **37.1 Recognition of Association**

The Association is a member of FNSW and is recognised by FNSW as the controlling authority for football in the NSFA Region. Subject to compliance with this Constitution and the FNSW and FFA constitution the Association will continue to be so recognised and must administer football in the NSFA Region in accordance with the Objects.

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### 37.2 Compliance of Association

The Members acknowledge and agree the Association must:

- (a) Be or remain incorporated in New South Wales;
- (b) Apply its property and capacity solely in pursuit of the Objects and football;
- (c) Do all that is reasonably necessary to enable the Objects to be achieved;
- (d) Act in good faith and loyalty to ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;
- (e) At all times act in the interests of the Members and football;
- (f) Not resign, disaffiliate or otherwise seek to withdraw from FNSW without approval by Special Resolution; and
- (g) Abide by the FNSW and FFA constitutions and the rules and abide by the FIFA rules of football.

### 37.3 Operation of Constitution

The Association and the Members acknowledge and agree:

- (a) That they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and football are to be conducted, promoted, encouraged, advanced and administered throughout the NSFA Region; and
- (b) To ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;
- (c) Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of football and its maintenance and enhancement;
- (d) To promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) To act in the interests of football and the Members;
- (f) That, should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

## 38. STATUS AND COMPLIANCE OF CLUBS

### 38.1 Compliance

Clubs acknowledge and agree that they must:

- (a) Be or remain incorporated in New South Wales;
- (b) Nominate a Delegate annually to attend General Meetings, and must inform the Association of the details of that person accordingly;
- (c) 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;
- (d) Recognise the Association as the authority for football in the NSFA Region, FNSW as the authority in New South Wales and the FFA as the national authority for football;
- (e) Adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or FNSW from time to time; and
- (f) Have regard to the Objects in any matter of the Club pertaining to football.

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### 38.2 Club Constitutions

- (a) Clubs must take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (b) Clubs must provide to the Association a copy of their constituent documents and all amendments to these documents.

### 38.3 Register

Clubs must maintain, in a form acceptable to the Association, a register of all members of the Club who participate in football. Each Club must provide a copy of the register at a time and in a form acceptable to the Association, and must provide regular updates of the register to the Association.

## 39. 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.
- (b) Where a notice is sent by post, service of the notice will 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 will 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 will be deemed to be effected the next business day after it was sent.

## 40. PATRONS AND VICE PATRONS

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

## 41. INDEMNITY

- (a) Every Director and employee of the Association will 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 will indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission (except wilful misconduct):
  - (i) In the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

## 42. ASSOCIATION COLOURS

The colours of the Association are bottle green and white.