



# Constitution

**NORTH WEST SYDNEY FOOTBALL LTD**

As amended 10 November 2021

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# Constitution

## 1. NAME OF THE COMPANY

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The name of the company is North West Sydney Football Ltd (**Association**).

## 2. DEFINITIONS AND INTERPRETATION

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### 2.1 Definitions

In this Constitution unless the context requires otherwise:

**Act** means the *Corporations Act 2001* (Cth).

**AGM** or **Annual General Meeting** means the annual General Meeting of the Association required to be held by the Association in each calendar year.

**Appointed Director** means a Director appointed under **Clause 16**.

**Association Chairperson** means the person elected under **Clause 25**

**Association Zone** and **Association Boundary** have the respective meanings given to them in the FNSW by-laws.

**Board** or **Directors** means all or some of the Directors of the Association acting as a board.

**Board Chairperson** means the person elected under **Clause 19.6**.

**CEO** means a person appointed as chief executive officer of the Association by the Board under **Clause 21**.

**Club** means a Football or sporting club admitted as a Member to the Association under **Clauses 7.2** and **7.4**.

**Committee** means a committee established by the Board under **Clause 26**.

**Company Secretary** means a person appointed as a company secretary of the Association by the Directors under **Clause 22**.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Delegate** means a person (other than a proxy) appointed in accordance with the Act to represent a Club at a General Meeting of the Association, and at meetings of the FMC.

**Delegate Meeting** means a meeting convened by the Football Management Committee and attended by Delegates.

**Director** means a director of the Association and includes Elected Directors, Appointed Directors and First Directors.

**Elected Director** means a Director of the Association elected under **Clause 15**.

**First Elected Directors** mean collectively the first Directors of the Association as set out in **Clause 36.3(a)** and **First Elected Director** has the corresponding meaning.

**Football Management Committee (FMC)** means the committee referred to in **Clause 24**

**FNSW** means Football NSW Limited.

**FNSW Constitution** means the FNSW constitution and includes any by-laws implemented by FNSW in force from time to time.

**Football** means the sport of football as recognised by FIFA from time to time.

**General Meeting** means a general meeting of Members, specifically an Annual General Meeting or Special General Meeting.

**GDR** means the NWSF Grievance and Disciplinary Regulations.

**GHFRA** means the Gladesville Hornsby Football Referees Association.

**GPT Chairperson** means the person elected under **Clause 23**.

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

**Life Member** means a Member admitted to the Association under **Clause 7.3**.

**Limit of Authority** is a document of the same name that provides guidance and levels of spending authority that are to be adhered to by the Board. The Limit of Authority does not form part of this Constitution.

**Member** means a member of the Association under **Clause 7.1**.

**NWSF Competition Regulations** refers to the specific regulations that govern the competition related matters of the Association

**Objects** mean the objects of the Association in **Clause 3.1**.

**Official Position** means, in connection with any Club, a person who:

- (a) is an employee, or holds a position, whether elected or appointed, as president, vice president, chairperson, deputy chairperson, secretary, public officer, treasurer, director or equivalent, of that Club or a body corporate or organisation which is owned or controlled by, or has, directly or indirectly, a material ownership or financial interest in that Club; or
- (b) has, directly or indirectly, a material ownership or financial interest in that Club.

**Region** means the area specifically determined by FNSW from time to time as the relevant Association Boundary in which the Association operates.

**Registration** means registration or affiliation of a Member, such registration being in the form of a signed application form. **Registered** has a corresponding meaning.

**Regulations** mean regulations made under **Clause 28**.

**SGM or Special General Meeting** means a General Meeting other than an Annual General Meeting.

**Special Resolution** has the same meaning as that given to it in the Act.

## 2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy, attorney or Delegate;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;
- (i) **(include)** the words **include**, **includes**, **including** and **for example** are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

## 2.3 The Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a



particular provision of the Act, the same meaning as in that provision of the Act.

- (b) The provisions of the Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Association.

### **3. OBJECTS**

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#### **3.1 Objects**

The Objects of the Association shall be to:

- (a) recognise FNSW as the state body for Football in New South Wales;
- (b) act as a representative to FNSW for the Clubs in the Region;
- (c) conduct, encourage, promote, advance, control and manage all levels of Football in the Region interdependently with Members and others;
- (d) conduct Football competitions;
- (e) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the control and conduct of Football in the Region in keeping with the terms of this Constitution and the FNSW Constitution, as amended from time to time;
- (f) encourage the provision and development of appropriate facilities for participation in Football;
- (g) maintain and enhance standards, quality and reputation of Football for the collective and mutual benefit and interests of Members and Football;
- (h) use and promote the Intellectual Property;
- (i) promote Football for commercial, government and public recognition and benefits;
- (j) select, prepare, administer, operate and enter representative and elite teams in competitions from time to time;
- (k) promote, control, manage and conduct Football events, leagues, competitions and championships;
- (l) undertake other actions or activities necessary, incidental or conducive to advance these Objects;
- (m) have regard to the public interest in its operations; and
- (n) encourage and promote widespread participation in Football to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration.

#### **3.2 FNSW**

Subject to any applicable law, the Association must:

- (a) comply with, and do everything within its power to enforce compliance with, the FNSW Constitution; and
- (b) represent the Region's interest in, and co-operate with, FNSW in all matters relating to the organisation of Football competitions in New South Wales and the Region, the Association's own Football competitions and Football in general.

#### **4. POWERS**

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Solely for furthering the Objects, the Association, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under the Act.

#### **5. INCOME AND PROPERTY OF THE ASSOCIATION**

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##### **5.1 Sole Purpose**

The income and property of the Association will be applied only towards the promotion of the Objects.

##### **5.2 Payments to Members**

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let by them to the Association.

#### **6. FNSW OBLIGATIONS**

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##### **6.1 FNSW recognition**

The Association is affiliated with FNSW and is recognised by FNSW as the controlling authority for football in the Region and subject to compliance with this Constitution, the FNSW Constitution and Football Federation Australia's constitution, shall continue to be so recognised and shall administer Football in the Region in accordance with the Objects.

##### **6.2 Constitution of the Association**

- (a) The Association shall take all steps necessary to ensure this Constitution (and any amendments) conform, to the FNSW Constitution, subject to any prohibition or inconsistency in any relevant legislation.
- (b) This Constitution and any subsequent amendments to this Constitution shall be subject to the approval of FNSW.
- (c) FNSW shall approve, without delay, this Constitution and any subsequent amendments to this Constitution as may be submitted by the Association provided the amendments conform to the FNSW Constitution.

- (d) If the documents do not conform to the FNSW Constitution, the Association shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to the FNSW Constitution.
- (e) The Association must:
  - (i) advise FNSW as soon as practicable of any serious administrative, operational or financial difficulties the Association is having;
  - (ii) assist FNSW in investigating those issues; and
  - (iii) cooperate with FNSW in addressing those issues in whatever manner, including by allowing FNSW to appoint an administrator to conduct and manage the Association's business and affairs, or to allow FNSW itself to conduct itself all or part of the business or affairs of the Association and on such conditions as FNSW considers appropriate.
- (f) The Association acknowledges that FNSW may develop and implement by-laws which may set out:
  - (iv) the requirements to be met by the Association as an Association Zone; and
  - (v) the privileges and benefits of registration as an Association Zone.

### **6.3 Amendment of the Association Constitution**

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

## **7. MEMBERSHIP**

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### **7.1 Categories of Members**

Members of the Association shall fall into one of the following categories:

- (a) Clubs, which subject to this Constitution, shall be represented by their Delegate who shall have the right to attend, debate and vote at General Meetings for and on behalf of the Club;
- (b) Life Members, who subject to this Constitution shall have the right to attend and debate but not vote at General Meetings; and
- (c) such new or other categories of Members as may be established by the Directors. Any new category of Member established by the Directors must not be granted voting rights without the approval of the Association in General Meeting.

### **7.2 Admission to membership**

Subject to this **Clause 7**, a Club will become a Member, and the Board will direct the CEO to record the Club name, and its executive members in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and/or the Regulations and provided the representatives of the Club have signed an application in which they undertake to:

- (a) be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within one (1) year of applying for membership under this Constitution;
- (b) be bound by this Constitution and the Regulations of the Association, including Regulations specific to the relevant category of membership;
- (c) pay the fees and subscriptions determined to apply to the relevant membership category under **Clause 10.1**; and
- (d) support the Association in the encouragement and promotion of the Objects.

### 7.3 Life Members

- (a) Life Membership is the highest honour which can be bestowed by the Association for longstanding and valued service to Football in the Region.
- (b) Any Member may forward a proposal for nomination for Life Membership to the Directors for their consideration.
- (c) On the nomination of the Board, any individual may be elected as a Life Member at any AGM by Special Resolution.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) Schedule 2 will set out:
  - (i) current Life Members;
  - (ii) the criteria to be met by Life Members; and
  - (iii) subject to this Constitution, the privileges and benefits of Life Membership, and when Life Membership ceases, is rescinded and may be revoked.
- (f) At the time of adoption of this Constitution, the Life Members of the Association shall be those persons listed in Schedule 2.

### 7.4 Clubs

- (a) Subject to **Clause 7.2** and **7.4(b)**, at the time of adoption of this Constitution, the Clubs of the Association shall be those incorporated entities recognised by the Association as Clubs and listed in Schedule 2.
- (b) Where an applicant for Club membership is not incorporated but otherwise meets the criteria for that membership the Directors may recognise that entity as a Club. Where the Directors do recognise an entity as a Club under this clause that entity must incorporate within 12 months of recognition otherwise its membership lapses.
- (c) An applicant for Club membership, whether a new applicant or a re-applying applicant, may apply for Club membership in accordance with **Clause 7.5**.
- (d) Clubs will:

- (i) have objects that align with the Objects and do all that is reasonably necessary to enable the Objects to be achieved;
  - (ii) effectively promulgate and enforce this Constitution;
  - (iii) at all times act for and on behalf of the interests of the Association, the Members and Football;
  - (iv) be responsible and accountable to the Association for fulfilling its respective obligations under the Association's strategic plan as revised from time to time;
  - (v) provide the Association with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting, if requested by the Board;
  - (vi) be bound by this Constitution and any Regulations made by the Association under this Constitution;
  - (vii) act in good faith and loyalty to maintain and enhance the Association and Football, its standards, quality and reputation for the collective and mutual benefit of the Members and Football;
  - (viii) at all times operate with, and promote, mutual trust and confidence between the Association and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects; and
  - (ix) not 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 development.
- (e) Each Club must:
- (i) advise the Association as soon as practicable of any serious administrative, operational or financial difficulties the Club is having;
  - (ii) assist the Association in investigating those issues; and
  - (iii) cooperate with the Association in addressing those issues in whatever manner, including by allowing the Association to appoint an administrator to conduct and manage the Club's business and affairs, or to allow the Association itself to conduct itself all or part of the business or affairs of the Club and on such conditions as the Association considers appropriate. The Association is not obliged to act under this clause.

## **7.5 Discretion to accept or reject Club membership**

- (a) A new application, or renewal application, for Club membership must be:
- (i) on the form or in the manner prescribed from time to time by the Board (if any), from the applicant or their nominated representative and lodged with the Association;
  - (ii) accompanied by the appropriate fee (if any);

- (iii) accompanied by the name or names of each of the Club's Delegate(s) under **Clause 11.11**; and
  - (iv) in the case of a new application to be voted on by Clubs at a General Meeting.
  - (v) in the case of a Club requesting to be re-affiliated that had been disaffiliated under **Clause 8.1**, the Club may seek re-affiliation at a General Meeting.
- (b) Clubs at an SGM may accept or reject an application for Club membership, irrespective of whether the applicant:
- (i) is a new applicant making an application under **Clause 7.5(a)** or an expiring Club reapplying under **Clause 7.6(a)**; or
  - (ii) has complied with the requirements in **Clause 7.5(a)** or not.
- (c) Where the Association accepts an application, the applicant shall become a Club Member of the Association. Membership shall be deemed to commence upon acceptance of the application by the Association. The register of Members shall be amended accordingly as soon as practicable.
- (d) Where the Association rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected. There is no right of appeal where the Association rejects an application for membership; whether a new application or a renewal application.

## **7.6 Renewal of Club membership**

- (a) Clubs must reapply for membership of the Association each financial year in accordance with **Clause 7.5(a)** and the procedures set down by the Board from time to time.
- (b) The Association may accept or reject a re-application for membership in accordance with **Clause 7.5(b)**.
- (c) Upon reapplication a Club must provide details of any change in its details, and any other information reasonably required by the Board.

## **7.7 Club Constitution**

- (a) Each Club shall take all steps necessary to ensure its constitution (and any amendments) conforms, to this Constitution.
- (b) If the documents do not conform to this Constitution, the Club shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to this Constitution.
- (c) For the avoidance of doubt, if any inconsistency remains between the Club constitution and this Constitution, this Constitution shall prevail to the extent of that inconsistency.
- (d) Each Club acknowledges that the Association may develop and implement Regulations which may set out:
  - (i) the membership criteria (of the Association) to be met by the Club; and

- (ii) the privileges and benefits of Club membership.

## **7.8 General**

- (a) The Association must keep and maintain a register of all Members in which shall be entered such information as is required under the Act from time to time. Having regard to confidentiality considerations, an extract of the register, excluding the address of any Life Member or Director shall be available for inspection (but not copying) by Members, upon reasonable request.
- (b) No Member whose membership ceases has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) A right, privilege or obligation of a Member by reason of their membership of the Association is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) Clubs, their officials, and registered participants must treat all staff, contractors and representatives of the Association and all other Members with respect and courtesy at all times.
- (e) Clubs, their officials, and registered participants must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Association or Football.

## **7.9 Limited Liability**

Members have no liability except as set out in **Clause 33**.

## **7.10 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations and FNSW's and FFA's constitutions, by-laws, statutes and regulations;
  - (ii) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
  - (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association, FNSW and FFA;
  - (iv) to the extent of any inconsistency between this Constitution and the Regulations, then to the extent of any such inconsistency, the FNSW by-laws, statutes and regulations shall prevail;
  - (v) they submit exclusively to the jurisdiction of the internal grievance resolution procedures of the Association, FNSW and FFA in relation to any disputes and/or grievances between the Association and Members pursuant to this Constitution, and the Regulations and FNSW's and FFA's constitutions, by-laws, statutes and regulations;

- (vi) they will not attempt to resolve any grievance or dispute with the Association or any Member in a court of law;
  - (vii) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Association, the Members and Football;
  - (viii) this Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football; and
  - (ix) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) Subject to **Clause 10.2(a)**, a Club has the right:
- (i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
  - (ii) to submit items of business for consideration at a General Meeting;
  - (iii) to attend, be heard and vote through their Delegate at General Meetings;
  - (iv) to have access to the minutes of the General Meetings and other documents of the Association as provided under **Clause 29**; and
  - (v) subject to **Clause 7.8(a)**, to inspect the register of Members.

## **8. CESSATION OF MEMBERSHIP**

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### **8.1 Cessation**

A person or Club ceases to be a Member on:

- (a) resignation;
- (b) in the case of a person, death;
- (c) the termination of their Membership according to this Constitution or the Regulations;
- (d) in the case of a Club, its membership expiring under **Clause 7.6(a)** without renewal;
- (e) in the case of a Club, that it fails to have a Delegate attend three (3) Delegates Meetings in a row; or
- (f) in the case of a Club, that it remains unfinancial within 3 months of being invoiced, or unfinancial as at 30 September
- (g) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (h) that Member no longer meeting the requirements for Membership according to this Constitution and/or the Regulations.



## 8.2 Resignation

For the purposes of **Clause 8.1(a)**, a Member may resign as a member of the Association by giving 30 days written notice to the Board. Where a Club seeks to resign as a Member of the Association the written notice must be accompanied by a copy of the special resolution passed by the Club's members resolving that the Club resign from the Association.

## 8.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Association or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

## 9. DISCIPLINE OF MEMBERS

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Where the Board, CEO or GPT Chairperson is advised of an allegation (not being vexatious, trivial or frivolous) or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Association and/or Football, or another Member; or
- (c) brought themselves, another Member, the Association or Football into disrepute,

All allegations shall be referred to the GPT Chairperson to investigate whether or not to convene a tribunal to hear a matter against any Member under the GDR.

## 10. FEES AND SUBSCRIPTIONS

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### 10.1 Fees payable by Members

- (a) The Board must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and due date for payment.
- (b) Each Member must pay to the Association the amounts determined under this **Clause 10** in accordance with **Clause 10.1(a)(iv)**.

### 10.2 Non-Payment of Fees

- (a) Subject to clause 10.2(b) but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting may, at the discretion of the Directors, be suspended while the payment of

any subscription or other amount determined under **Clause 10.1(a)(i)**, **Clause 10.1(a)(ii)** or **Clause 10.1(a)(iii)** is in arrears.

- (b) Where a Member is in arrears for any amount:
  - (i) The Board may enter an arrangement with the Member for the payment of the amount; and
  - (ii) any arrangement must be disclosed to other Clubs but does not require their approval.

## **11. GENERAL MEETINGS**

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### **11.1 Annual General Meeting**

Annual General Meetings (AGM) of the Association are to be held:

- (a) according to the Act; and
- (b) otherwise as determined by the Board (including date and venue).

### **11.2 Power to convene General Meeting**

- (a) The Board may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) The Board must on the requisition in writing of at least 5% of Clubs convene a General Meeting.
- (c) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Clubs making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Clubs making the requisition.
- (d) If the CEO does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Clubs making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (e) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.
- (f) For the purposes of **clause 11.2(c)**:
  - (i) a requisition may be in electronic form, and
  - (ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

### **11.3 Notice of General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Board, and the auditor of the Association; and

- (ii) in accordance with **Clause 31** and the Act.
- (b) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Member or Director; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.
- (c) At least 60 days prior to the proposed date of the AGM, the CEO will request from Members notices of motions, which must be received no less than 28 days prior to the AGM.

#### **11.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **11.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Board they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Clubs according to the Act;
- (b) The Board at the request of Members; or
- (c) a Court.

#### **11.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

#### **11.7 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;

- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

#### **11.8 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **Clause 11.6**.

#### **11.9 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

#### **11.10 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

#### **11.11 Right to appoint Delegate**

- (a) In accordance with the Act, each Club is entitled to appoint an individual as their Delegate to attend General Meetings, provided that the Club has not appointed a proxy under **Clause 11.12**, and to exercise the powers of the Club in relation to resolutions to be passed without meetings.
- (b) A Club may appoint more than one Delegate but only one Delegate may exercise the Club's powers at any one time.
- (c) In addition to each Club's appointed Delegate, each Club shall be entitled to appoint two further Delegates to attend meetings on their behalf but not vote.

#### **11.12 Right to appoint proxy**

- (a) A Club entitled to attend a General Meeting of the Association is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Association.

#### **11.13 Form of proxy**

The instrument appointing a proxy may be in a form determined by the Board from time to time provided it complies with the requirements under the Act.

#### **11.14 Lodgement of proxy or attorney documents**

- (a) A proxy or attorney may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the

proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Association:

- (i) at the office, email address or at such other place or electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Association.

### **11.15 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Club confers authority on a proxy, attorney or Delegate:
- (i) to agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Delegate on how to vote on those resolutions, the appointment is taken to confer authority:
- (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
- (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy - that is, the appointment under the proxy remains valid until it is revoked by the Club that made the appointment.
- (e) The instrument appointing a proxy may provide for the Board Chairperson to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Club and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

#### **11.16 Delegate, proxy or attorney at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Delegate, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Association in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

### **12. PROCEEDINGS AT GENERAL MEETINGS**

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#### **12.1 Number for a quorum**

The number of Clubs who must be present and eligible to vote for a quorum to exist at a General Meeting is 60% of Clubs.

#### **12.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General meeting.

#### **12.3 Quorum and time – Special General Meetings**

If within 30 minutes after the time appointed for a SGM, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Clubs is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

#### **12.4 Quorum and time – AGMs**

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.
- (b) Where an AGM has been adjourned under **Clause 12.4(a)**, such Clubs as are represented by their Delegate on the adjourned date shall constitute a quorum.

## **12.5 Board Chairperson to preside over General Meetings**

- (a) The Board Chairperson is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no Board Chairperson, or the Board Chairperson is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
  - (i) a Director (or other person) chosen by a majority of the Directors present, if not, then;
  - (ii) the only Director present, if not, then;
  - (iii) the Delegate of a Club who is entitled to vote and is chosen by a majority of the Clubs represented by their Delegates.

## **12.6 Conduct of General Meetings**

- (a) The chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **Clause 12.6** is final.

## **12.7 Adjournment of General Meeting**

- (a) The chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

## **12.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

## **12.9 Questions decided by majority**

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

## **12.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the chair does not have a casting vote where voting is equal.

## **12.11 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair 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 minutes of the meetings of the Association, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

## **12.12 Poll**

- (a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Club will have the number of votes fixed under **Clause 13**.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

## **12.13 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.



#### **12.14 Chair to determine any poll dispute**

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made in good faith is final.

#### **12.15 Minutes**

- (a) The CEO must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) the financial statements submitted to the Members in accordance with the Act;
  - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
  - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members.

### **13. VOTES OF MEMBERS**

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#### **13.1 Votes of Members**

- (a) At a General Meeting, on a show of hands and on a poll, each Club shall be entitled to vote pursuant to the voting matrix at **SCHEDULE 3**

For the purposes of **clause 13.1(a)**

- (b) A Club's vote will be exercised by its Delegate.
- (c) No Members other than Clubs and their delegates are entitled to vote at General Meetings.

#### **13.2 Resolutions not in General Meeting**

- (a) If all Clubs sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Association held at the time on which the document was signed by the last Club. For the avoidance of doubt, such a resolution must be within the powers of Members in a General Meeting.

- (b) For the purposes of **clause 13.2(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Clubs, are deemed together to constitute one document containing a statement in those terms signed by those Clubs on the respective days on which they signed the separate documents.
- (c) An email or other form of visible or other electronic communication under the name of a Club is deemed to be a document in writing signed by that Club for the purpose of this clause.

## **14. DIRECTORS**

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### **14.1 Composition of the Board**

The Board shall consist of:

- (a) 5 Elected Directors all of whom will be elected under **Clause 15.3**; and
- (b) up to 2 additional Appointed Directors who shall be appointed in accordance with **Clause 16**.

### **14.2 First Directors**

- (a) From the date this Constitution is adopted, the First Elected Directors will be the Directors of the Association.
- (b) The First Elected Directors will retire in accordance with **Clause 14.2(c)**.
- (c) Subject to this Constitution:
  - (i) at the second Annual General Meeting of the Association, two of the First Elected Directors, being one former GHFA First Director and one NWSWF First Director (as those terms are defined in **Clause 36.1(b)**) will retire from office, and in the absence of agreement as to who will retire, those to retire will be determined by lot from the relevant First Elected Directors and an election will be held to elect two Elected Directors. Those retiring First Elected Directors will, subject to the requirements of this Constitution, be eligible for re-election; and
  - (ii) at the third Annual General Meeting of the Association, the remaining three First Elected Directors will retire from office and an election will be held to elect three Elected Directors. Those retiring First Elected Directors will, subject to the requirements of this Constitution, be eligible for re-election.

### **14.3 Portfolios**

The Board may allocate portfolios to Directors.

### **14.4 Qualifications**

- (a) A person who holds an Official Position is required to disclose this at the time of nomination, and if elected must properly manage any actual or perceived conflict of interest. A person who:

- (i) is an employee of the Association is not eligible to be elected as a Director; and
  - (ii) has been CEO is not eligible to be elected or appointed as a Director for a period of three (3) years since they ceased being CEO.
- (b) A person who would be in breach of **Clause 15.5** should they serve the duration of their term in office:
- (i) may still nominate for an Elected Director position; and
  - (ii) will automatically vacate their position as Director once they reach the maximum term referred to in **Clause 15.5(a)**, notwithstanding vacation occurring prior to the term of that Elected Director position expiring.

#### **14.5 Remuneration of Directors**

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Association for services rendered to it other than as a Director; and
- (b) reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Association; or
  - (ii) otherwise engaged on the affairs of the Association.

#### **14.6 Honorarium**

The Association may at an Annual General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

### **15. ELECTED DIRECTORS**

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#### **15.1 Nomination for Board**

Nominations for Elected Directors shall be called for by the CEO at least 60 days prior to the General Meeting at which the election is to be held (usually the AGM).

#### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by an authorised representative of a Club;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

### 15.3 Elections

- (a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **Clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for each vacancy on the Board.
- (d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

### 15.4 Term of Appointment

- (a) Subject to this Constitution, and in particular **Clause 15.4(c)**, Elected Directors shall be elected in accordance with this Constitution for a term of two (2) years, which shall commence from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following..
- (b) In every two-year period, two Elected Directors shall retire after the first year and three Elected Directors shall retire after the second year, until the five Elected Directors have retired and so on.
- (c) Notwithstanding any other clause, should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of this **Clause 15.4**.

### 15.5 Maximum consecutive years in office for Directors

- (a) In addition to **Clause 16.3(b)**, a Director must not serve more than ten (10) consecutive years as a Director, including where one or more of the years is as an Appointed Director.
- (b) For the purpose of **Clause 15.5(a)**, where service by a person as a Director under this Constitution is for a period less than two (2) years:
  - (i) if the service is less than one (1) year, it will be treated as one (1) full year; and
  - (ii) if the service is between one (1) year and two (2) years, it will be treated as two (2) full years.
- (c) A Director who has served the maximum number of years in accordance with **Clause 15.5(a)** shall not be eligible to be a Director for three (3) years following the completion of their maximum term.
- (d) Service as a director of any football association prior to the registration of the Association does not constitute service as a Director for the purposes of **Clause 15.5(a)**.

## **16. APPOINTED DIRECTORS**

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### **16.1 Appointment of Appointed Director**

The Elected Directors may appoint up to two Appointed Directors in accordance with this Constitution.

### **16.2 Qualifications for Appointed Directors**

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to have experience in, or exposure to, Football.

### **16.3 Term of Appointment**

- (a) Directors appointed under **Clause 16.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to 12 months, which shall commence and conclude on dates as determined by the Elected Directors.
- (b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of up to two (2) consecutive full terms (two years) shall be eligible for re-appointment as an Appointed Director for at least three (3) years following the date of conclusion of their last term as a Director, however may stand for election as an Elected Director subject to **Clause 15.5**.

## **17. VACANCIES ON THE BOARD**

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### **17.1 Casual Vacancies**

- (a) Any casual vacancy that occurs in the position of a Director may be filled by the calling for nominations. Calling for nominations shall be for a reasonable time to allow for the receipt of such nominations but shall be no less than 7 days.
- (b) The Board shall issue notice for a Special General Meeting and at such meeting an election shall be held pursuant to **Clause 15.3**.
- (c) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

### **17.2 Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns their office in writing to the Association;

- (e) is absent without the consent of the Board from meetings of the Board held during a period of three months;
- (f) is an employee of the Association or a Club;
- (g) fails to declare a conflict of interests in circumstances where the Director holds an Official Position with a Club;
- (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (i) is removed by the Clubs in accordance with the Act;
- (j) reaches the maximum consecutive years in office permitted under **Clause 15.5**, including by way of **Clause 14.4(d)(ii)**; or
- (k) would otherwise be prohibited from being a director of a corporation under the Act.

### **17.3 Board May Act**

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

## **18. POWERS AND DUTIES OF DIRECTORS**

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### **18.1 Directors to manage the Association**

The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

### **18.2 Specific powers of Directors**

Without limiting **Clause 18.1**, the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

### **18.3 Time**

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur, or a circumstance is to change on or by a particular date, the Directors may in their reasonable discretion extend that time, period or date.

### **18.4 Delegation of powers**

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Association or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:

- (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
  - (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

## **18.5 Code of Conduct**

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

## **19. PROCEEDINGS OF DIRECTORS**

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### **19.1 Directors' meetings**

- (a) Subject to **Clause 19.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least five (5) times in each calendar year.

### **19.2 Questions decided by majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has 1 vote on a matter arising for decision by Directors.

### **19.3 No casting vote**

The chair of the meeting will not have a casting vote.

### **19.4 Quorum**

Four Directors present in person constitutes a quorum.

### **19.5 Convening meetings**

- (a) A Director may, and the CEO on the request of a Director must, convene a Directors' meeting.

- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, email or other electronic or telecommunications means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone, email or other electronic or telecommunications means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

### **19.6 Election of Board Chairperson**

- (a) The Elected Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number to the office of Board Chairperson.
- (b) The Elected Director elected to the office of Board Chairperson under **Clause 19.6(a)** will remain Board Chairperson for one (1) year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting. An Elected Director elected as Board Chairperson may be re-elected to that position in following years so, long as he or she remains an Elected Director pursuant to **Clause 15.5**.
- (c) Despite **Clause 19.6(b)**, if:
  - (i) there is no person elected as Board Chairperson; or
  - (ii) the Board Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Board Chairperson is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

### **19.7 Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document or transmission produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **Clause 19.7(a)** and is taken to be signed when received by the Association in legible form.



- (c) The resolution is passed when the last Director required to achieve the required majority signs.

## 19.8 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## 19.9 Directors' interests

- (a) A Director is disqualified by holding any place of profit or position of employment in the Association, any Member 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 voided for such reason.

- (b) A Director shall declare his or her interest in any:

- (i) contractual matter;
- (ii) selection matter;
- (iii) disciplinary matter; or
- (iv) financial matter,

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

- (c) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interest in all transactions with that firm or company is sufficient declaration under **Clause 19.9(c)** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

- (e) It is the duty of the CEO to record in the minutes any declaration made or any general notice given by a Director in accordance with **Clauses 19.9(c)** or **19.9(d)**.

#### **19.10 Minutes**

- (a) The Directors must cause minutes of meetings to be made and kept according to the Act.
- (b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

### **20. TELECOMMUNICATIONS MEETINGS OF THE ASSOCIATION**

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#### **20.1 Telecommunication meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a telecommunication meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable);
  - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **Clause 20**.

#### **20.2 Conduct of telecommunication meeting**

The following provisions apply to a telecommunication meeting of the Association:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## **21. CEO**

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### **21.1 Appointment of CEO**

The Directors may appoint a CEO.

### **21.2 Powers, duties and authorities of CEO**

- (a) If appointed, the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

### **21.3 Suspension and removal of CEO**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

### **21.4 Delegation by Directors to CEO**

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Association. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Association;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Association; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

### **21.5 CEO to attend meetings**

If appointed the CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Association, all meeting of the Directors and any Committees and may speak on any matter but does not have a vote.

## **22. COMPANY SECRETARY**

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### **22.1 Appointment of Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

### **22.2 Suspension and removal of Company Secretary**

The Directors may suspend or remove a Company Secretary from that office.

### **22.3 Powers, duties and authorities of Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

## **23. GPT CHAIRPERSON**

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### **23.1 Roles and Functions**

The GPT Chairperson is empowered to:

- (a) Manage and administer all matters relating to discipline within the jurisdiction of the Association in accordance with the GDR.
- (b) Pursuant to **Clause 9**, this includes jurisdiction to convene disciplinary matters pertaining to members on behalf of the Board in accordance with the GDR for all football and non-football related matters within the Association.
- (c) Consult with the Board on matters relating to discipline policy from time to time or as required.
- (d) Attend Delegates Meetings as required to advise on discipline matters but shall have no voting rights.

### **23.2 Nomination for GPT Chairperson**

Nominations for GPT Chairperson shall be called for by the CEO at least 60 days prior to the General Meeting at which the election is to be held (usually the AGM).

### **23.3 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by an authorised representative of a Club;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

### **23.4 Elections**

- (a) If one nomination is received for the position of GPT Chairperson, then the person nominated shall be declared elected.
- (b) If there are no nominations received to fill the position of GPT Chairperson, the position will be deemed a casual vacancy under **clause 23.5**.
- (c) If more than one nomination is received, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for the position of GPT Chairperson.

- (d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

### **23.5 Casual Vacancy**

- (a) Any casual vacancy that occurs in the position of the GPT Chairperson may be filled by the calling for nominations from among appropriately qualified persons. Calling for nominations shall be for a reasonable time to allow for the receipt of such nominations, but shall be no less than 7 days.
- (b) The Board shall issue notice for an SGM and at such meeting an election shall be held pursuant to **Clause 23.4**.
- (c) Any casual vacancy may only be filled for the remainder of the vacating GPT Chairperson's term under this Constitution.

### **23.6 Resignation and Removal of GPT Chairperson**

- (a) The GPT Chairperson may resign by providing notice in writing to the CEO, who shall report the correspondence to the Board.
- (b) Subject to Clause 23.6 (c), the Board may remove the GPT Chairperson at any time provided, it has either received a written recommendation from the CEO and/or Board Chairperson which outlines the reason or reasons for the removal, or the FMC recommends the removal of the person, and the person has had an opportunity to respond to the Board in writing to such recommendation.
- (c) Pursuant to **Clause 23.6(b)**, the Board requires majority approval from the Members at a SGM to remove a GPT Chairperson, and only after such time the Board has outlined the reason or reasons for the removal and included any and all responses on the matter.
- (d) The Board may replace a GPT Chairperson who resigns or is removed with a person elected under the provisions of a casual vacancy pursuant to **Clause 23.5**

## **24. FOOTBALL MANAGEMENT COMMITTEE**

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### **24.1 Roles and Functions**

The roles and functions of the Football Management Committee (FMC) are as described in **Clause 26.4**.

### **24.2 Nomination for FMC**

Nominations for positions on the FMC shall be called for by the CEO at least 60 days prior to the General Meeting at which the election is to be held (usually the AGM).

### **24.3 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by an authorised representative of a Club;

- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

#### **24.4 Elections**

- (a) If the number of nominations received for the positions on the FMC is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the FMC, then those nominated shall be declared elected.
- (b) If there are insufficient nominations received to fill the positions on the FMC, the relevant number of positions will be deemed casual vacancies under **Clause 24.5**
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for the positions on the FMC.
- (d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

#### **24.5 Casual Vacancy**

- (a) Any casual vacancy that occurs on the FMC may be filled by the calling for nominations from among appropriately qualified persons. Calling for nominations shall be for a reasonable time to allow for the receipt of such nominations but shall be no less than 7 days.
- (b) The Board shall issue notice for a Special General Meeting, and at such meeting an election shall be held pursuant to **Clause 23.4**.
- (c) Any casual vacancy may only be filled for the remainder of the term of the vacating FMC position under this Constitution.

#### **24.6 Resignation and Removal of FMC Members**

- (a) A member of the FMC may resign by providing notice in writing to the CEO, who shall report the correspondence to the Board.
- (b) The Board may remove any person from the FMC at any time provided, it has either received a written recommendation from the CEO and/or Board Chairperson which outlines the reason or reasons for the removal, or the FMC recommends the removal of the person, and the person has had an opportunity to respond to the Board in writing to such recommendation.
- (c) Pursuant to **Clause 24.6(b)**, the Board requires majority approval from the Members at a SGM to remove an FMC member, and only after such time the Board has outlined the reason or reasons for the removal and included any and all responses on the matter.
- (d) The Board may replace a FMC member who resigns or is removed with a person elected under the provisions of a casual vacancy pursuant to **Clause 24.5**

## **25. ASSOCIATION CHAIRPERSON**

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### **25.1 Roles and Functions**

- (a) The Association Chairperson is to act as the chairperson of all FMC meetings, Delegates Meetings, and sub-committee meetings.
- (b) For the purposes of **Clause 25.1(a)** the Association Chairperson shall act as chairperson for the roles and responsibilities of the FMC and Delegates Meetings as detailed in **Clause 26.4**.
- (c) The Association Chairperson shall attend Board meetings, but shall have no voting rights at such meeting. The Association Chairperson will act as the intermediary between the Board, FMC and Delegates Meetings generally.

### **25.2 Nomination for Association Chairperson**

Nominations for the position of the Association Chairperson shall be called for by the CEO at least 60 days prior to the General Meeting at which the election is to be held (usually the AGM)

### **25.3 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by an authorised representative of a Club;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

### **25.4 Elections**

- (a) If one nomination is received for the position of Association Chairperson, then the person nominated shall be declared elected.
- (b) If there are no nominations received to fill the position of Association Chairperson, the position will be deemed a casual vacancy under **Clause 25.5**.
- (c) If more than one nomination is received, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for the position of Association Chairperson.
- (d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

### **25.5 Casual Vacancy**

- (a) Any casual vacancy that occurs in the position of the Association Chairperson may be filled by the calling for nominations from among appropriately qualified persons. Calling for nominations shall be for a reasonable time to allow for the receipt of such nominations but shall be no less than seven (7) days.

- (b) The Board shall issue notice for a SGM, and at such meeting an election shall be held pursuant to **Clause 23.4**.
- (c) Any casual vacancy may only be filled for the remainder of the vacating Association Chairperson's term under this Constitution.

## **25.6 Resignation and Removal of Association Chairperson**

- (a) The Association Chairperson may resign by providing notice in writing to the CEO, who shall report the correspondence to the Board.
- (b) The Board may remove the Association Chairperson at any time provided, it has either received a written recommendation from the CEO and/or Board Chairperson which outlines the reason or reasons for the removal, or the FMC recommends the removal of the person, and the person has had an opportunity to respond to the Board in writing to such recommendation.
- (c) Pursuant to **Clause 25.6(b)**, the Board requires majority approval from the Members at a SGM to remove an Association Chairperson, and only after such time the Board has outlined the reason or reasons for the removal and included any and all responses on the matter.
- (d) The Board may replace an Association Chairperson member who resigns or is removed with a person elected under the provisions of a Casual Vacancy pursuant to **Clause 25.5**

## **26. COMMITTEES**

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### **26.1 Committees**

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

### **26.2 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **26.3 Committee meetings**

Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

### **26.4 Football Management Committee**

- a) The Association will establish a Football Management Committee that, subject to its terms of delegations, will have the power to make decisions regarding:
  - (i) Competition structures, provided they comply with the Regulations
  - (ii) Team nomination, grading and registration,



- (iii) Club strips and sponsorship regulations and compliance,
  - (iv) Grounds and accessories,
  - (v) Exemptions to age eligibility Regulations.
- b) All decisions by the FMC which require a special case variation from the Regulations (other than 26.4 (a) (v) above) shall be determined in a Delegates Meeting.
  - c) Questions or decisions required to be determined within a Delegates Meetings shall be determined by a majority of the votes of the Delegates present and entitled to vote.
  - d) Any decision finalised at a Delegates Meetings shall be issued to the Board by the Association Chairperson for ratification.
    - (i) If the Board is unwilling to ratify a decision from the Delegates Meetings, the basis of the rejection is to be forwarded to the FMC for further review and discussion at the next available Delegates Meetings.
    - (ii) The FMC may submit a revised proposal to the Board at any time.
  - e) A Member Club may move for a rescission of any decision carried by the FMC. Such rescission motion shall be heard and dealt with by the Board. The Member Club shall submit the rescission motion (with at least 25% of member clubs support in writing) to the CEO within 7 days of notification by the FMC. The Board will review and provide a decision within 72 hours (3 days) of receipt of the motion. The Board's decision is final.

Any decision from the FMC/Delegates Meetings that is approved by the Board shall be deemed to be in effect as of the date of approval.

The Board will always maintain the right of veto where a decision from the FMC does not comply on a fiduciary, legal, or strategic governance level. Where the Board applies this right of veto, the basis of such decision will be forwarded to the FMC.

## 26.5 Composition of the FMC

The FMC shall consist of:

- (a) 6 FMC members all of whom will be elected under **Clause 24.4**; and
- (b) The Association Chairperson who will be elected under **Clause 25.4**.

## 27. REPRESENTATIVE FOOTBALL

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- (a) Representative football shall be conducted through the NWS Spirit Football Club and it shall comply with its own constitution as well as the memorandum of understanding (MOU) with the Association.
- (b) NWS Spirit FC shall nominate a representative delegate to report to the FMC as required and to attend the Delegate Meetings of the Association.

## 28. REGULATIONS

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### 28.1 Making and amending of Regulations

- (a) Each member Club shall have the right to apply for variations or amendments of the Regulations.
- (b) The Board may schedule a SGM in November each year for consideration of changes to the Regulations. Notice of motion for changes to be considered at that SGM shall close with the Secretary not later than 30 September of each year.
- (c) This does not preclude the calling of a General Meeting at any other time of the year in accordance with the Constitution to consider alterations to the Regulations or any other matter.
- (d) Notices of motion of variations or amendments of the Regulations shall be considered by a SGM.
- (e) Amended Regulations as carried at a SGM shall be published as a new principal version, such as version 2.0, 3.0, 4.0 etc.
- (f) The Board shall have the power to correct minor issues with the Regulations, such as typographical errors or grammatical errors that do not change the intent or application of the Regulations as determined by the SGM. Such amended Regulations shall be published as new minor versions, such as 2.1, 2.2, 2.3 etc.
- (g) The FMC shall have the power to grant special case exemptions to the NWSF Competition Regulations, where agreed to by majority vote of the Delegates Meetings. Exemptions will be recorded in Delegates Meetings minutes.
  - (i) For the purposes of **Clause 28.1(g)** the FMC/Delegates Meetings do not have the power to grant special case exemptions to the Grievance and Disciplinary Regulations and Association Policy documents.
  - (ii) Any amendments to the Grievance and Disciplinary Regulations and Association Policy are to be conducted at a SGM.
- (h) Interpretation of the Competition Regulations is solely the responsibility of the Board.
- (i) Interpretation of the Grievance and Disciplinary Regulations is solely the responsibility of the GPT Chairperson.
- (j) The Board may from time to time make amendments to Regulations which are mandated to be implemented either by legislation or by direction of Football NSW, FFA, or FIFA.

### 28.2 Effect of Regulations

Regulations:

- (a) are subject to this Constitution;
- (b) must be consistent with this Constitution; and

- (c) when in force, are binding on all Members and have the same effect as a provision in this Constitution.

## **29. KEEPING AND INSPECTION OF RECORDS**

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### **29.1 Records**

- (a) The CEO shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board meeting or General Meeting.
- (b) Records and minutes may be kept in written or electronic form. If kept in electronic form, the records and minutes must be able to be converted into hard copy.
- (c) The Directors will cause the Association records to be kept for a period of seven (7) years from their creation.

### **29.2 Inspection of Records**

- (a) Members may on request inspect free of charge:
  - (i) the minutes of General Meetings; and
  - (ii) subject to **Clause 29.2(b)**, the financial records, books, securities and any other relevant document of the Association.
- (b) The Board may refuse to permit a Member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.
- (c) The Board must on request make copies of these rules available to Members and applicants for membership free of charge.
- (d) Subject to **Clause 29.2(b)**, a Member may make a copy of any of the other records of the Association referred to in this clause and the Association may charge a reasonable fee for provision of a copy of such a record.
- (e) For the purposes of this clause:

**relevant documents** means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following:

- (i) its financial statements;
- (ii) its financial records; and
- (iii) records and documents relating to transactions, dealings, business or property of the Association.

### **29.3 Budget of Association**

The budget shall be prepared by the Board and shall be presented to the members at a meeting annually.

## **30. ACCOUNTS**

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

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the CEO.

### **30.2 Board to Submit Accounts**

The Board shall submit to the AGM the accounts of the Association in accordance with the Act and will distribute copies of financial statements as required by the Act.

### **30.3 Transactions**

- (a) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine from time to time.
- (b) The Board is authorised to make all transactions to support the objects of the Association.
- (c) Expenditure of funds not budgeted for, shall be conducted pursuant to the Limit of Authority.

### **30.4 Auditor**

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

## **31. NOTICE**

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### **31.1 Document includes notice**

In this **Clause 31**, document includes a notice.

### **31.2 Methods of service on a Member**

The Association may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the register or an alternative address nominated by the Member; or
- (c) by sending it to an email or other electronic address nominated by the Member.

### **31.3 Methods of service on the Association**

A Member may give a document to the Association:

- (a) by delivering it to the Association's registered office;
- (b) by sending it by post to the Association's registered office; or
- (c) by sending it to an email or other electronic address nominated by the Association.

#### **31.4 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fifth business day after the date of its posting.

#### **31.5 Electronic transmission**

If a document is sent by email or any other form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the email or other electronic transmission; and
- (b) have been delivered on the business day following its transmission.

### **32. INDEMNITY**

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#### **32.1 Indemnity of officers**

- (a) This **Clause 32** applies to every person who is or has been:
  - (i) a Director, CEO or Company Secretary of the Association; and
  - (ii) to any other officers, employees, former officers or former employees of the Association or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an **Indemnified Officer** for the purposes of the rest of **Clause 32**.

- (b) The Association will indemnify each Indemnified Officer out of the property of the Association against:
  - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Association or of a related body corporate of the Association; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Association or of a related body corporate of the Association, unless:

- (A) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
- (B) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

### **32.2 Insurance**

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Association or of a related body corporate of the Association including a liability for legal costs, unless:

- (a) the Association is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Association paid the premium, be made void by statute.

### **32.3 Deed**

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **Clause 32.1** on the terms the Directors think fit (as long as they are consistent with **Clause 32.1**).

## **33. WINDING UP**

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### **33.1 Contributions of Members on winding up**

- (a) Each Club must contribute to the Association's property if the Association is wound up while they are a Member or within one (1) year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Association's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up;
  - (iii) adjustment of the rights of the contributories among themselves, and
  - (iv) the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Association's property if the Association is wound up.

### **33.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the Association, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Association; and
  - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their

members to an extent at least as great as is imposed under this Constitution.

- (b) That body is, or those bodies are, to be determined by the Clubs at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

#### **34. COMMON SEAL**

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- (a) If the Association has a common seal it shall:
  - (i) be kept in the custody of the CEO; and
  - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.
- (b) A Director may not sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

#### **35. SOURCE OF FUNDS**

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

#### **36. TRANSITIONAL ARRANGEMENTS**

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##### **36.1 Interpretation**

- (a) Where there is any inconsistency between this **Clause 36** and any other clause in the Constitution, the provisions in this **Clause 36** will prevail to the extent of the inconsistency.
- (b) For the purposes of this **Clause 36**:

**First Elected Directors** mean the individuals collectively referred to in Item 1 Schedule 1.

**First GHFA Directors** mean the individuals referred to in Item 1(a) Schedule 1.

**First NWSWF Directors** mean the individuals referred to in Item 1(b) Schedule 1.

**GHFA** means Gladesville-Hornsby Football Association Inc.

**NWSWF** means North West Sydney Women's Football Association Inc.

##### **36.2 First Members**

- (a) On the date of adoption of this Constitution the:
  - (i) First Elected Directors listed in Item 1 Schedule 1;
  - (ii) clubs listed in Item 1 Schedule 2 will be the Clubs; and

- (iii) individuals listed in Item 2 Schedule 2 will be the Life Members.
- (b) The membership of the Clubs referred to in **Clause 36.2(a)** will expire in accordance with **Clause 7.6**.

### **36.3 First Directors**

- (a) The First Elected Directors will be the Directors of the Association at the time of adopting this Constitution.
- (b) The First Elected Directors will comprise:
  - (i) Three nominated Directors from GHFA, and
  - (ii) Two nominated Directors from NWSWF.
- (c) The First Elected Directors will retire in accordance with **Clause 14.2(c)**.
- (d) First Elected Director positions are vacated prior to expiry under **Clause 14.2(c)** in accordance with **Clause 17.2**.
- (e) If a First Elected Director position becomes vacant before expiry of the relevant term under **Clause 14.2(c)**:
  - (i) if the relevant position becomes vacant prior to the first AGM of the Association:
    - (A) if it is a GHFA Director position, the remaining GHFA Directors may appoint a person to fill the vacancy for the duration of the term; or
    - (B) if it is a NWSWF Director position, the remaining NWSWF Director may appoint a person to fill the vacancy for the duration of the term; or
    - (C) in either case if there are no remaining GHFA Directors or NWSWF Directors, as the case may be, the Directors collectively in office at that time may fill the vacancy in accordance with **Clause 17.1(a)**; or
  - (ii) if the relevant position becomes vacant after the first AGM of the Association but before the third AGM of the Association, the position may be filled by the Directors in accordance with **Clause 17.1(a)**.

### **36.4 First Board Chairperson**

- (a) The Board Chairperson of the Association at the date of adoption of this Constitution will be elected from among the First Elected Directors at the first Directors' meeting of the Association (**First Board Chairperson**).
- (b) The First Board Chairperson shall hold office as Board Chairperson until the expiry of that person's First Elected Director position, following which the position of Board Chairperson shall be determined in accordance with **Clause 19.6**.
- (c) If the First Board Chairperson ceases to be a First Elected Director prior to the expiry of his or her First Elected Director position:



- (i) the remaining Directors may fill the vacant position of Board Chairperson by electing a Director from among their number; and
  - (ii) that person holds office as Board Chairperson until the first Directors meeting following the next AGM, following which the position of Board Chairperson shall be determined in accordance with **Clause 19.6**.
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**SCHEDULE 1**  
**Transitional Provisions**

**1. First Elected Directors**

**(a) First GHFA Directors**

- (i) Helen Armson (Director 1)
- (ii) Malcolm Arnold (Director 3)
- (iii) Lindsay Donald (Director 5)

**(b) First NWSWF Directors**

- (i) Dr Tracey Williams (Director 2)
- (ii) Jodie Camden (Director 4)

## **SCHEDULE 2**

### **First Clubs and Life Members**

#### **1. First Clubs**

All Saints Hunters Hill FC  
Ararat FC  
Beecroft FC  
Eastwood St Andrews FC  
Epping Eastwood FC  
Epping FC  
Flying Bats Women's FC  
Gladesville Ravens SC  
Gladesville Sharks FC  
Hills Hawks FC  
Holy Cross College SC  
Macquarie Dragons FC  
Macquarie University SC  
Melrose Park FC  
Mercy College Women's  
Mount St Benedict Women's  
Normanhurst Eagles FC  
North Epping Rangers FC  
North Ryde SC  
Northern Homenetmen FC  
Old Ignatians FC  
Pennant Hills FC  
Putney FC  
Putney Rangers FC  
Redbacks FC  
Redfield Lions FC  
Roselea FC  
Ryde Panthers FC  
Ryde Saints United FC  
St Barnabas FC  
St Patricks FC  
Sydney University FC  
Thornleigh Thunder FC  
West Pennant Hills Cherrybrook FC  
West Ryde Eagles FC  
West Ryde Rovers FC

### **LIFE MEMBERS**

#### **1. CRITERIA**

- (a) Life Membership is the highest honour which can be bestowed by the Association for longstanding and valued service to Football in the Region. Any person who has rendered significant service to the Association may be elected a Life Member by an AGM or GM.
- (b) A Life Member ceases to be a Life Member upon death, but shall continue to be recognised as a Former Life Member.
- (c) A Life Member may rescind Life Membership upon written request and approval by the Board

- (d) A Life Member may have their Life Membership revoked where this is the result of a GPT determination to do so, and subject to any appeals as allowed under the GDR.

## 2. PRIVILEGES AND BENEFITS OF LIFE MEMBERSHIP

- (a) A Life Member shall be entitled to be present at any AGMs and/or GMs only.
- (b) A Life Member shall not be entitled to vote at any AGMs, GMs nor Delegates Meetings.
- (c) This clause shall not affect any rights which any person may have under other clauses of the Constitution or the Regulations.

## 3. CURRENT LIFE MEMBERS

### Awarded by NWSWF

1986	Beryl Ackroyd	2005	Paul Woolford
1987	Lal Byers	2006	Adrian Jones
1995	Norma Geribo	2006	Jeanette Jones
1996	Jeff Saul	2007	Buck Findlay
1997	Lee Owens	2008	Chrissie Smith (nee James)
1998	Annette Ussher	2013	Kim Schaefer
1999	Colin Munn	2016	Leigh Wardell
2000	George Calvi	2017	Karen Waud
2003	Gayle Hannan		

### Awarded by GHFA

1958	A Foster	1990	Alan Brawn	2017	Peter Goodwin
1962	A Sandell	1993	Steve Jupp	2018	Buck Findlay
1963	A Downham	1995	Sab Trovato		
1964	F Ridge	1997	Ken Walker		
1965	T Cooper	1998	Graeme Sayer		
1966	K Foster	1999	Kay Iredale		
1967	C Follington	2000	Gordon Buttrey		
1968	W Williams	2001	John McConnell		
1969	J Woods	2002	Phil Street		
1970	L Hill	2005	Ken Gower		
1972	G Lee	2008	Jack Hanna		
1973	Frank Wilson	2009	Tony Gerrard		
1977	Adrian Dunn	2010	Bruce Macfadyen		
1978	G Butler	2011	Steven Colquhoun		
1979	Max Lawler	2012	Ian Kendal		
1983	George Hodgekiss	2012	Karen Waud		
1984	Ross Iredale	2013	Jock Cunningham		
1986	Jim Forrest	2014	Graham Streeter		
1987	Stuart Grant	2015	Peter Quessy		
1988	Brian Thompson	2016	Keith Everard		

#### **4. FORMER LIFE MEMBERS**

1959 Ron Bartholomew  
1960 L Waud  
1961 Keith Gilmour  
1971 John Ellerby  
1974 Les Fairclough  
1975 Brian Adams  
1976 Richard Bates  
1980 Laurie Lynagh  
1981 William Cullinan  
1985 Stuart Harris  
1996 William Plaskett  
2007 Geoffrey Driscoll

### SCHEDULE 3

#### Voting Matrix

Clubs receive one vote for each Competition Age Group that has a registered team in that age group, with a minimum of one vote up to a maximum of six (6) votes.

<u>Competition</u>	<u>Age Group</u>	<u>Vote Entitlement</u>
Mixed	MiniRoos	1 Vote
Mixed	Youth	1 Vote
Mixed	Seniors	1 Vote
Women's	MiniRoos	1 Vote
Women's	Youth	1 Vote
Women's	Senior	1 Vote

**MiniRoos** – Under 6 through Under 11

**Youth** – Under 12 through Under 17

**Senior** – Under 18 and Above