



# **Blackwood Football Club Inc Constitution**

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## CONSTITUTION

of

### BLACKWOOD FOOTBALL CLUB INCORPORATED

#### 1. NAME OF CLUB

The name of the club is Blackwood Football Club Incorporated (**Club**).

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

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

**AFL** means Australian Football League

**Annual General Meeting** means a meeting held once a year and of the kind described in **clause 7**.

**Committee of Management** means the body consisting of the officers, who are effectively the management committee and who are entrusted to manage the affairs of the Club.

**Constitution** means this constitution of the Club.

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

**General Meeting** means any general meeting of Members other than the Annual General Meeting or Special General Meeting.

**Member(s)** means the Patron of the Club, Vice Patrons, Life Members of the club and every Members of the Committee of Management of the club and members for the time being of the Club as defined under Clause 5.

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

**Local Area** means the geographical area for which the Club is responsible and as recognised by the Club.

**Life Members** means an Individual Members appointed as a life Members of the Club under **clause 5.3**.

**Meeting** means either an Annual General Meeting, Special General Meeting or General Meeting

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

**Policy & Procedures** means any Policy & Procedures made by the Committee of Management under **clause 10.4**.

**RSO** means the regional sporting association that conducts and manages competitions in the Sport.

**Seal** means the common seal of the Club.

**Special General Meeting** means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

**Special Resolution** means a special resolution defined in the Act.

**Sport** means the sport of Australian Rules Football

**SANFL** means the South Australian National Football League

## **2.2 Interpretation**

In this Constitution:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes Policy & Procedures and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (f) a reference to 'writing' shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail; and
- (g) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a vote at a General Meeting, which decision shall be final and conclusive.

## **2.3 Severance**

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

## **2.4 The Act**

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

## **3. OBJECTS OF THE CLUB**

The objects of the Club are, within the Local Area and South Australia generally (where applicable), to:

- (a) conduct, encourage, promote, advance and administer the Sport;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport;
- (c) affiliate and otherwise liaise with the RSO and SANFL (and AFL where applicable) and comply with the constitutions, Policy & Procedures, and rules of these bodies to further these Objects;
- (d) adopt and implement such policies as may be developed by the SANFL or the AFL, including (as relevant and applicable) Member's protection, anti-doping, health and safety, player and child welfare, junior sport, infectious diseases, and such other matters as may arise as issues to be addressed in the Sport;
- (e) abide by, promulgate, enforce, and secure uniformity in the application of the rules of the Sport;
- (f) advance the operations and activities of the Club;
- (g) maintain and enhance the reputation of the Club and the Sport and the standards of play and behaviour of participants in the Sport;
- (h) promote at all times mutual trust and confidence between the Club, the RSO, the SANFL, the AFL and the Members in pursuit of these Objects;
- (i) promote the economic and community service success, strength and stability of the Club, the Members and the Sport;
- (j) use and protect the Intellectual Property appropriately;
- (k) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club;
- (l) have regard to the public interest in the operations of the Club;
- (m) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (n) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve; and
- (o) promote the health and safety of Members and all other participants in the Sport.

#### **4. POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act, namely to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property;
- (b) administer any property on trust;
- (c) open and operate banking accounts;
- (d) invest its moneys —
  - (i) in any security in which trust moneys may, by Act of Parliament, be invested; or

- (ii) in any other manner authorised by the Constitution;
- (e) borrow money upon such terms and conditions as the Club thinks fit;
- (f) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (g) appoint agents to transact any business of the Club on its behalf; and
- (h) enter into any other contract it considers necessary or desirable.

## 5. MEMBERSHIP

### 5.1 Categories of Members

The Members of the Club shall consist of:

- (a) **Ordinary Members**, who subject to this Constitution shall have the right to receive notice of Meetings and to be present, debate and vote at Meetings;
- (b) **Junior Members**, who subject to this constitution do not have the right to receive notice of Meetings or be present or debate or vote at Meetings;
- (c) **Life Members**, who subject to this constitution shall have the right to receive notice of Meetings and to be present, debate and vote at Meetings;
- (d) **Playing Members** who subject to this constitution shall have the right to receive notice of Meetings and to be present, debate and vote at Meetings;
- (e) **Such other categories** of membership as may be created by the Committee of Management. Members of such other categories of membership created by the Committee of Management do not have the right to receive notices of Meetings or be present or debate or vote at Meetings without the approval of the Members in a Meeting;

**Provided that: -**

- (f) an Ordinary Member shall not be entitled to vote at an Annual General Meeting or a General Meeting or a Special General Meeting for a period of 2 consecutive years from the date on which they became an Ordinary Member; and
- (g) no member of any category of membership is entitled to vote until they have attained the age of eighteen years.

### 5.2 Life Members

- (a) The committee at the conclusion of each season shall meet to determine whether any Member has in its opinion rendered such service to the Club as to be nominated for Life membership.
- (b) To be eligible for Life membership of the Club a Member must have previously been awarded the Meritorious Club Service Award. The Member must have given 20 years of service to the Club by demonstrating an exceptional, consistent and significant contribution to the Club in areas such as coaching, playing, sponsorship, umpiring, Committee contribution, leadership and volunteer work.
- (c) Life membership will be presented to recipients at the Club AGM. Nominations for life membership will be presented for consideration to the Committee of Management before the end of June of that year.

- (d) A Life Member shall be entitled to all the privileges of a Member without payment by them of the annual subscription.

### **5.3 Application for Membership**

- (a) Subject to this **clause 5**, an applicant for membership who supports the objects of the Club and agrees to be bound by the Constitution can apply to the Committee of Management for membership of the Club.
- (b) The application must be in a form approved by the Committee of Management;

### **5.4 Discretion to Accept or Reject Application**

- (a) The Committee of Management may accept or reject an application for membership whether or not the applicant has complied with the requirements in this **clause 5**. The Committee of Management shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (b) Where the Committee of Management accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee of Management. The Secretary shall amend the register accordingly as soon as practicable.
- (c) Where the Club rejects an application, any fees forwarded with the application will be refunded.

### **5.5 Renewal**

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Committee of Management or in the Policy & Procedures from time to time.

### **5.6 Resignations**

A Member may resign from membership of the Club by giving written notice to the Committee of Management. The Club is not obliged to refund any portion of the remaining membership fee.

### **5.7 Obligations of Members**

Each Member must:

- (a) treat all staff, contractors and representatives of the Club, the SANFL, the AFL and all those involved with the Sport with respect, decency and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of the Club, the RSO, the SANFL, the AFL and the Sport;
- (c) not act in a manner:
  - (i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, the RSO, the SANFL, the AFL or the Sport; or
  - (ii) that is likely to bring the Club, the SANFL, the AFL or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Club, the RSO, the SANFL, the AFL or the Sport and its maintenance and development; and

- (d) recognise the Club as the authority for the Sport in the local area and the RSO as the authority for the Sport in the region and the SANFL as the authority for the Sport in South Australia and the AFL as the authority for the Sport nationally;
- (e) adopt and implement such policies as may be developed by the Club;
- (f) have regard to the Objects in any way pertaining to the Sport;

## **5.8 Club to Keep Register**

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain, at least;
  - (i) the full name, address, category of membership and date of entry to membership
  - (ii) where applicable, the date of termination of membership of each previous Member.
- (b) the Register may contain such other information as the Committee of Management considers appropriate;
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within one month of such change.

## **5.9 Inspection of Register**

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members who make a reasonable request for a proper purpose.

## **5.10 Use of Register**

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

## **5.11 Effect of Membership**

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Policy & Procedures and policies of the Club (as well as the constitutions, Policy & Procedures and policies of the RSO, the SANFL and the AFL, where applicable);
- (b) they shall comply with and observe this Constitution and the Policy & Procedures of the Club and also any determination, resolution or decision, which may be made or passed by the Committee of Management or other entity with delegated authority on behalf of the Club;



- (c) by submitting to this Constitution and the Policy & Procedures and policies of the Club, they are subject to the jurisdiction of the Club, the RSO, the SANFL and the AFL (where applicable);
- (d) the Constitution and the Policy & Procedures and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Region and South Australia; and
- (e) they are entitled to all benefits, advantages, privileges and services of being a Member of the Club.

#### **5.12 Discontinuance of Membership for Breach**

- (a) Membership of the Club may be discontinued by the Committee of Management upon breach of any clause of this Constitution or the Policy & Procedures or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the failure to comply with the Policy & Procedures or any resolutions or determinations made or passed by the Committee of Management or any duly authorised committee.
- (b) Membership shall not be discontinued by the Committee of Management under **clause 5.14(a)** without the Committee of Management first giving the relevant Member sufficient opportunity to explain the breach and/or remedy the breach.
- (c) A Member may not be expelled unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally.
- (d) Where a Member fails, in the Committee of Management's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 5.14(a)**. The Club shall give written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.14** as soon as practicable.

#### **5.13 Member to Re-Apply for Membership**

A Member whose membership has been discontinued under **clause 5.13**

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

#### **5.14 Forfeiture of Rights**

- (a) A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

#### **5.15 Membership May be Reinstated**

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

## 5.16 Refund of Membership Fees

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

## 5.17 Subscriptions and Fees

- (a) The Committee of Management may:
  - (i) fix annual membership subscriptions;
  - (ii) fix such other fees or levies as the Committee of Management considers prudent for the effective and sustainable management of the affairs of the Club; and
  - (iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.
- (b) The Committee of Management may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.
- (c) The Committee of Management may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.
- (d) On admission to membership, a new Member must pay the current full year's subscription unless the Committee of Management agrees to accept payment in instalments.
- (e) The Committee of Management may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Committee of Management is satisfied that there are special reasons to do so.

## 6. DISCIPLINE AND DISPUTE RESOLUTION

### 6.1 Policy & Procedures

- (a) The Committee of Management may make Policy & Procedures governing the hearing and determination of internal disputes, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or any other matter involving the enforcement of this Constitution or the Policy & Procedures or policies of the Club against Members or participants or the Club (including, but not limited to, matters which involve Members acting in a manner unbecoming of a Member or prejudicial to the Objects or interests of the Club and/or Sport or Members bringing other Members, the Club and/or Sport into disrepute).
- (b) A Regulation made under this **clause 6.1** may:
  - (i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 6.1**;
  - (ii) prescribe penalties for breaches of this Constitution or the Policy & Procedures or policies of the Club;
  - (iii) invest a judiciary committee or tribunal with power to impose penalties; and

- (iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 6.1**.
- (c) Despite any Regulation made under this **clause 6.1**, and unless otherwise specified, the Committee of Management may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

## **6.2 Natural Justice and Procedural Fairness**

- (a) All proceedings relating to matters falling under **clause 6.1** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.
- (b) **Process: The dispute resolution procedure set out in this clause applies to disputes between a Member and:**
  - (i) another Member; or
  - (ii) the Club.
- (c) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is involved in the dispute.
- (d) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (e) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days after the scheduled meeting, refer the dispute to the Association or the State Sport Dispute Centre (if applicable to the Club) to resolve the dispute in accordance with **clause 6.1**.
- (f) The Committee may prescribe additional grievance procedures in Policy & Procedures under **clause 6.1**.

## **7. MEETINGS**

### **7.1 Types**

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

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

### **7.2 Attendance**

Unless this Constitution expressly provides otherwise, Members (including the Committee of Management) are entitled to attend Meetings but only Members are entitled to vote at Meetings.

### **7.3 Notice**

- (a) Notice of Meetings must be given to Members by the means authorised in **clause 10.5**.
- (b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.
- (c) At least twenty-one (21) days' notice of a Meeting must be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the Meeting; and
  - (ii) any notice of motion received from Members entitled to vote.

### **7.4 Business**

- (a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to, the consideration and approval of financial and other accounts and the reports of the Committee of Management (and those of any auditors), the election of Committee Members and auditors and any amendments to this Constitution.
- (b) All business that is discussed at a Special General Meeting or an Annual General Meeting, other than those matters referred to in **clause 7.4(a)**, is special business.
- (c) No business other than that stated on the notice for an Annual General Meeting or Special General Meeting may be discussed at those meetings.
- (d) Special or other business can be tabled without notice at a General Meeting.

### **7.5 Notices of Motion**

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

### **7.6 Quorum**

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 7.8(b)(ii)**, a quorum for Meetings is **50** Members.

### **7.7 President to Preside**

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

## 7.8 Adjournment

- (a) If within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the President (or chairperson of that meeting) determines.
- (b) If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the adjourned Meeting:
  - (i) if the Meeting was convened on the requisition of Members under **clause 7.12**, the Meeting will lapse and will not be adjourned or reconvened; and
  - (ii) in any other case, those Members present will constitute a quorum.
- (c) The President (or chairperson of that meeting) may, with the consent of any Meeting at which a quorum is present, and must, if directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (d) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of an original Meeting.
- (e) Except as provided in **clause 7.8(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

## 7.9 Voting Procedure

- (a) At any Meeting a resolution put to the vote of the Meeting will be decided on a show of hands unless a poll is (before the show of hands) demanded by:
  - (i) the President (or chairperson of that meeting); or
  - (ii) a simple majority of Members present at the General Meeting.
- (b) Each Member who has the right to be present and to vote at Meetings is entitled to one (1) vote at any Meeting.
- (c) The President (or chairperson of that meeting) may not exercise a casting vote at Meetings.

## 7.10 Recording of Determinations

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

## 7.11 Special General Meetings

- (a) The Committee of Management may, whenever it thinks fit, convene a Special General Meeting of the Club.

## **7.12 Requisition of Special General Meetings by Members**

- (a) On the requisition in writing of 10 members, the Committee of Management must, within one month after the receipt of the requisition (and provided notice is given in accordance with **clauses 7.3 and 10.5**), convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Committee of Management does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt by the Committee of Management of the requisition.
- (d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Committee of Management and for this purpose the Committee of Management must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

## **8. MANAGEMENT**

### **8.1 General powers of Committee of Management**

- (a) The Committee of Management constitutes the Committee for the purposes of the Act.
- (b) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Committee of Management, which may exercise the powers of the Club for that purpose.
- (c) The Committee of Management must perform its functions in the pursuit of the Objects and in the interests of the Club and Members as a whole, having regard to the Club's position and role in the structure and reputation of the Sport in the Region and South Australia.
- (d) The Committee of Management may not cause the Club to disaffiliate from the SANFL or AFL or the Sport in any way unless decided by resolution of the Members at a Meeting.
- (e) The Committee shall have authority to interpret the meaning of the Constitution and any other matter relating to the affairs of the Club on which the Constitution is silent.
- (f) The Committee shall appoint a public officer as required by the Act.
- (g) Notice of appointment and any change in the identity or address of the public officer must be lodged within one month after the change (with the relevant government authority).

### **8.2 Composition of the Committee of Management**

The Committee of Management will comprise of:

- (a) President, Vice President, Treasurer, Secretary, Senior Football Committee Member, Junior Football Committee Member, Sponsorship Co-ordinator, Membership & Marketing Co-ordinator and 3 general committee persons, who must all be Members and who shall be elected under **clause 8.4**; and
- (b) An appointed Representative who may be given such title and responsibility as the Committee of Management or a general meeting determine, provided always that each of the offices shall be held by a different person.

### **8.3 Nominations for Committee of Management**

- (a) All nominations for the Committee of Management shall be in writing, signed by the candidate and two members of the club and must be placed in the locked box provided in the club at least seven (7) days before the AGM. The Patron of the Club shall thenceforth remove all such nominations and notify the Secretary of such nominations at least seven (7) days before the AGM.
- (b) All members of the Committee of Management shall hold office for one (1) year with all positions declared vacant at the AGM.

### **8.4 Elections**

- (a) If the number of nominations received for the Committee of Management is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee of Management, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the Annual General Meeting.
- (b) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting.
- (c) Voting shall be conducted in such a manner and by such a method as determined by the Committee of Management from time to time.
- (d) If at the close of the Annual General Meeting, vacancies on the Committee of Management remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 8.5**.
- (e) If a person nominated at the Annual General Meeting is not approved by the majority of Members under **clause 8.4(a)**, he or she will not be entitled to take office until approved by the Members at an Annual General Meeting.

### **8.5 Casual Vacancies**

Any casual vacancy occurring in the Committee of Management may be filled by the remaining Committee of Management from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the term under this Constitution.

### **8.6 Duties of Committee Member**

In accordance with Division 3A of the Act, Committee Members must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
- (b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;

- (c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

### **8.7 Grounds for Expulsion of a Committee Member**

- (a) The office of a Committee Member becomes vacant if the Committee Member:
  - (i) dies;
  - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - (iii) suffers from mental or physical incapacity;
  - (iv) cannot obtain or retain office under section 30 of the Act;
  - (v) resigns his or her office by notice in writing to the Club;
  - (vi) is absent without the consent of the Committee of Management from meetings of the Committee of Management held during a period of three (3) consecutive meetings without just cause or excuse;
  - (vii) holds any office of employment with the Club;
  - (viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);
  - (ix) in the case of an Appointed Committee Member, is removed from office by the Elected Committee Member;
  - (x) is removed by the Members in General Meeting; or
  - (xi) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth)*.
- (b) If a Committee Member is removed by resolution of the Members, the Committee Member cannot be reappointed to the Committee of Management as an Appointed Committee Member without a further resolution of Members authorising the appointment.

### **8.8 Committee of Management May Act**

If there are any vacancies on the Committee of Management, the remaining Committee Members may act but, if the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee of Management, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

### **8.9 Committee of Management to Meet**

- (a) The Committee of Management must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good



governance. Subject to this Constitution, the Committee of Management may adjourn and otherwise regulate its meetings as it thinks fit.

- (b) Any Committee Members may at any time convene a meeting of the Committee of Management on reasonable notice to the other Committee Members.

#### **8.10 Decisions of Committee of Management**

Subject to this Constitution, questions arising at any meeting of the Committee of Management may be decided by resolution of the Committee Members. Each Committee Member has one (1) vote on any question. The President (or chairperson of that meeting) does not have a casting vote.

#### **8.11 Resolutions not in Meeting**

Without limiting the power of the Committee of Management to regulate its meetings as it thinks fit, and subject to **clause 8.12**, a meeting of the Committee of Management may be held where one or more of the Committee Member is not physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
- (b) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee of Management or this Constitution. The notice will specify that Committee Members are not required to be present in person;
- (c) if a failure in communications prevents **clause 8.11(a)(i)** from being satisfied by the number of Committee Members which constitutes a quorum (**clause 8.12**), and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 8.11(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
- (d) any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there in person. If no Committee Member is there in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **8.12 Quorum**

- (a) At meetings of the Committee of Management the number of Committee Members whose presence is required to constitute a quorum is:
  - (i) if the number of Committee Members then in office is an even number, half of the number of Committee Members plus one; or
  - (ii) if the number of Committee Members then in office is an odd number, half of the number of Committee Members rounded up to the next whole number.
- (b) The President will act as chairperson of any Committee of Management meeting or Meeting at which he or she is present and unless the Committee of Management decides otherwise, is the nominal head of the Club. If the President is not present or is unwilling or unable to preside at a Committee of Management

meeting, the remaining Committee Members must appoint another Committee Member to preside as chair for that meeting only.

### **8.13 Conflict of Interest**

- (a) The Committee Members must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Committee Member has an interest.
- (b) A Committee Member shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Committee of Management, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee Member casts a vote, the vote shall not be counted.
- (c) In the event of any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee of Management. If this is not possible, the matter shall be adjourned or deferred.

### **8.14 Delegations**

The Committee of Management may delegate all or any of its powers to a sub-committee or sub-committees or a Member of the Committee of Management and may revoke any such delegation at its pleasure. The Committee of Management will also determine what powers are given.

### **8.15 Seal**

- (a) The Club will have a Seal on which its corporate name appears in legible characters.
- (b) The Seal may not be used without the express authorisation of the Committee of Management and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Committee Members or by one Committee Member and another person authorised by the Committee of Management for that purpose.

## **9. RECORDS AND ACCOUNTS**

### **9.1 Accounts to be Kept and Distributed**

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.
- (b) The Committee Members will cause proper accounting and other records to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge with the Corporate Affairs Commission such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated Policy & Procedures (Clubs Incorporation Policy & Procedures 2008) may require.

### **9.2 Transaction Accounts**

- (a) The Club shall open and keep at least one transaction account as the Committee of Management may from time to time determine, and all monies belonging to the

Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.

- (b) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Committee of Management for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Committee of Management.

### **9.3 Auditor**

- (a) A properly qualified auditor or auditors shall be appointed by the Committee of Management and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) The following people may not be appointed as an auditor:
  - (i) an officer of the Club, including a Committee Members (and any partners, employers or employees of officers); or
  - (ii) an employee of the Club, including the CEO (and any partners, employers or employees of employees).
- (c) The auditor may be removed by the Committee of Management.
- (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from the Committee of Management such information and explanations as he or she desires for the purpose of an audit.
- (e) The auditor must provide the Committee of Management with reports that comply with the Act with sufficient time for the Committee of Management to lay such material before the Members as and when required (including for the Annual General Meeting).
- (f) The reasonable fees and expenses of the auditor are payable by the Club.

### **9.4 Application of Income**

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act:
  - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and
  - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (c) Nothing in **clauses 9.4(a)** or **9.4(b)** shall prevent payment to any Member for:
  - (i) any services actually rendered to the Club whether as an employee, Committee Member or otherwise; or
  - (ii) goods supplied to the Club in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Club; or

- (v) any out-of-pocket expenses incurred by the Member on behalf of the Club.

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

## **10. ADMINISTRATION**

### **10.1 Winding Up**

The Club may be wound up in a manner provided for in the Act.

### **10.2 Distribution of Assets and Property on Winding Up**

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

### **10.3 Amendment of Constitution**

This Constitution shall not be amended except by Special Resolution.

### **10.4 Policy & Procedures**

#### **(a) Committee of Management to Formulate Policy & Procedures**

The Committee of Management may formulate, issue, adopt, interpret and amend such Policy & Procedures for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such Policy & Procedures must be consistent with the Constitution, the constitutions of SANFL or AFL (and any Policy & Procedures made by them) and any policy directives of the Committee of Management.

#### **(b) Policy & Procedures Binding**

All Policy & Procedures are binding on the Club and Members of all categories.

#### **(c) Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Policy & Procedures shall be advised to Members by means of bulletins approved by the Committee of Management and prepared and issued by the Executive Officer. The matters in the bulletins are binding on Members of all categories.

## **10.5 Notice**

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post, email, or by any other electronic means as the Committee of Management deems fit to the Member's address or otherwise as the Committee of Management shall direct.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected six (6) days after posting.
- (c) Where a notice is sent by email or by any other electronic means, service of the notice shall be deemed to be effected the next business day after it was sent.

## **10.6 Patrons and Vice Patrons**

At a General Meeting, the Club, on the recommendation of the Committee of Management, may annually appoint a chief patron and the number of patrons, as it considers necessary.

## **10.7 Indemnity**

- (a) The Committee Members of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Members in defending any proceedings, whether civil or criminal in which judgement is given in a Committee Member's favour or in which he/she is acquitted.
- (b) The Club shall indemnify its Committee Members against all damages and losses (including legal costs) for which any such Committee Member may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

## **10.8 Authority to Trade**

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

## **10.9 Colours of The Club**

The colours of the Club are Green, Red & White

## **10.10 Status and Compliance of Club**

### **(a) Recognition of Club**

The Club is a Member of the SANFL and is recognised by the SANFL as the entity responsible for the delivery of the Sport in the local area. Subject to compliance with this Constitution and the constitutions of the SANFL the Club shall continue to

be so recognised and it shall administer the Sport in the local area in accordance with the Objects.

(b) **Constitution of the Club**

This Constitution will clearly reflect the objects of the SANFL and will conform to the constitution of the SANFL, subject always to the Act.

(c) **Operation of SANFL Constitution**

- (i) The Club will take all reasonable steps to ensure this Constitution conforms to the constitution of the SANFL, subject always to the Act; and
- (ii) The Club shall provide a copy of this Constitution and all amendments to this Constitution to the SANFL. The Club acknowledges and agrees that the SANFL has power to veto any provision in its Constitution which, in the opinion of the SANFL and acting reasonably, is contrary to the Objects of the SANFL.

## 11. **TRANSITIONAL PROVISIONS**

(a) **Continuing Membership**

Each Member who is a Member of the Club on the day on which this Constitution is adopted will automatically be admitted to membership as a Member and shall have the same membership rights as he or she previously enjoyed as a Member prior to the day on which this Constitution is adopted.

(b) **Committee**

The members of the Committee of the club in office immediately prior to approval of this Constitution shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution, and thereafter the positions of Committee shall be filled, vacated, and otherwise dealt with in accordance with this Constitution.

(c) **Policies**

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

## 12. **AWARDS**

### 12.1 **Meritorious Club Service Award**

- (a) The committee shall at the conclusion of each season meet to determine whether any Member has in its opinion rendered such service to the Club as to be awarded the Meritorious Club Service Award.
- (b) To be eligible for such award a Member must first have rendered a minimum of ten (10) years' service to the club by demonstrating an exceptional, consistent and significant contribution to the Club in such areas as coaching, playing, sponsorship, umpiring. committee contribution leadership and volunteer work.

## Constitution Version Control

Date	Clauses amended	Description of change	General Meeting Date
07/04/2021	Entire Constitution	Preparation Draft Version 1	07/04/2021
04/05/2021	As Per Letter from Lawyer -Mark Jackson	Include alterations Draft Version 2	03/06/2021
14/06/2021	Amendments by Mark Jackson	Draft Version 3 Update Membership categories and eligibility to vote; clarification of President/Chairperson; interpretation of Constitution; Transitional Provisions (clause 11)	14/06/2021
23/06/2021	Amendments by Mark Jackson based on email from Club dated 20/06/2021	Draft Version 4 Added voting qualifications	23/06/2021 (updated - 07/09/2021)
10/09/2021	Amendments by Mark Jackson	Compliance with Section 39B(2) of the Act regarding Committee Members' indemnity	10/09/2021