

EASTERN SUBURBS TOUCH ASSOCIATION

CONSTITUTION OF THE ASSOCIATION

Under the Associations Incorporated Act 2009



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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)
CONSTITUTION
EASTERN SUBURBS TOUCH ASSOCIATION INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is Eastern Suburbs Touch Association Incorporated.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

AGM means the Annual General Meeting of the Association.

Associate Member the parent/guardian of a Junior Member.

Association means Eastern Suburbs Touch Association Incorporated.

Constitution means this Constitution of the Association.

Director means a Member of the Executive Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

Executive Committee (or Executive Committee) means the body managing the Association and consisting of the Executive Directors or Officers

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

IF means the International Sporting Organisation being The Federation of International Touch.

Individual Member means a registered, financial player, referee, coach or manager who is at least 18 years of age as at January 1st.

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

Junior Member means a registered Member of the Association who is younger than 18 years of age.

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

Local area means the geographical area for which the Association is responsible as recognised by the regional and/or state organisations for Touch Football of which the Association is a Member.

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

NSO means the National Sporting Organisation being Touch Football Australia.

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

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

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

RSO means the Regional Sporting Organisation being Southern Rebels

Seal means the common Seal of Eastern Suburbs Touch Association (if any).

Special Resolution means a Special Resolution defined in the Act.

SSO means the State Sport Organisation being New South Wales Touch Association.

2.2 Interpretation

In this Constitution:

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

- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 **Severance**

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

2.4 **The Act**

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

3. **OBJECTS OF THE ASSOCIATION**

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

- (a) conduct, encourage, promote, advance and govern Touch Football throughout the local area;
- (b) act, at all times, on behalf of and in the interest of the Members and Touch Football in the local area
- (c) affiliate and otherwise liaise with the RSO, SSO and/or NSO of which the Association is a Member and adopt their rule and policy frameworks to further these Objects
- (a) abide by, promulgate, enforce and secure uniformity in the application of the rules of Touch Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Touch Football and related activities in New South Wales;
- (d) advance the operations and activities of the Association throughout the local area;
- (e) have regard to the public interest in its operations;
- (f) select, coordinate and assist representative Touch teams of the Association; and
- (g) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. **POWERS OF THE ASSOCIATION**

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS

5.1 Members

The Members of the Association shall consist of the following categories:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (c) Associate Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and the right to be present, to debate but not to vote at General Meetings.
- (d) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present, debate or vote at General Meetings.
- (e) A person who is not an individual is not eligible to be a member of the Association.

5.2 Life Members

Nominations for Life Membership of the Association may only be considered at AGMs in accordance with the following conditions::

- (a) A maximum of 2 life members may be nominated at each AGM
- (b) Nominees must have held, unless extenuating circumstances exist, continuous involvement with the Association for a minimum 10 years. Nominees considered for life membership should have played an important role in the promotion of the Sport and Association and have made a significant contribution to the ongoing success of the Association;
- (c) Nominations must be moved and seconded in writing and/or electronic mail by two members, with a summary of distinguished service and contribution to the Association, and must be received by the Secretary at least 7 days prior to the AGM.
- (d) After receiving the nomination the Secretary shall refer the nomination to the Executive Committee for endorsement and if so endorsed to the next AGM.
- (e) A person can only be elected to life membership on receipt of at least 75% of the vote of the members present and entitled to vote
- (f) A resolution of the AGM to confer life membership (subject to **clause 5.2(g)**) on the recommendation of the Executive Committee must be a Special Resolution.
- (g) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

- (h) Any privileges of life membership shall be prescribed by this Constitution and by the By-Laws of the Association, where appropriate. Life membership is absolutely forfeited upon any failure to observe this Constitution and the By- Laws of the Association and will be forfeited upon the passing of a Special Resolution of removal of life membership for other reasons.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Executive (if any), from the applicant or its nominated representative and lodged with the Association;
and
- (b) accompanied by the appropriate fee (if any).

6.2 Discretion to Accept or Reject Application

The Association may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not.

- (a) The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Association rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

6.3 Renewal

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

6.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Association shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any Members of the Association, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

6.5 Cessation of Membership

A person ceases to be a member of the Association if the person::

- (a) dies
- (b) resigns membership, or

(c) is expelled from the Association.

7. REGISTER OF MEMBERS

7.1 Association to Keep Register

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

- (a) the full name, address (residential, postal or email) and date of entry of each Member; and
- (b) where applicable, the date of termination of membership of any Member

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

The Register:

- (c) may be in written or electronic form
- (d) must be kept in New South Wales at the Association's premises or at the Association's official address
- (e) if kept in electronic form, must be able to be converted to hard copy

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

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

A member must not use information about a member obtained from the Register to contact or send material to the member, unless:

- (a) the information is used to send the member:
 - (i) a newsletter, or
 - (ii) a notice for a meeting or other event relating to the Association, or
 - (iii) other material relating to the Association, or
- (b) it is necessary to comply with a requirement of the Act or the Regulation.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the Regulations.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Executive Committee or other entity with delegated authority;

- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association, RSO, SSO and NSO.
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Touch Football; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member who has paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association.
- (b) Once the Association receives a notice of resignation of membership given under clause 9.1(a), it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 Discontinuance for Breach

- (a) Membership of the Association may be discontinued by the Executive Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Executive Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Executive Committee under **clause 9.2(a)** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Member to Re-Apply

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

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

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

10. DISCIPLINE

- (a) The Executive Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Executive Committee or any duly authorised committee
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association and/or Touch Football; or
 - (iii) brought the Association, any other Member or Touch Football into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out under “Disciplinary Regulations Manual” of Touch Football Australia.

- (a) The Executive Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures set out in “Disciplinary Regulations Manual” of Touch Football Australia. but is subject always to the Act.

11. SUBSCRIPTION AND FEES

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

12. EXISTING EXECUTIVE COMMITTEE MEMBERS

The Members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE EXECUTIVE COMMITTEE

Subject to the Act and this Constitution, the business of the Association shall be managed and the powers of the Association shall be exercised by the Executive Committee. In

particular, the Executive Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

14. COMPOSITION OF THE EXECUTIVE COMMITTEE

14.1 Composition of the Executive Committee

- (a) The Executive Directors shall comprise five (5) elected Directors who shall be elected to the following positions to form the Executive Committee:
 - (i) President
 - (ii) Vice President
 - (iii) Secretary
 - (iv) Treasurer
 - (v) Technical Director
- (b) Up to two appointed Directors who need not be Members and who may be appointed by the Directors in accordance with **clause 16**.
- (c) A committee member may hold up to two (2) offices (other than both the offices of the President and Vice President)

14.2 Election and Appointment of Executive Directors

- (a) The elected Directors shall be elected under **clause 15**.
- (b) The appointed Directors may be appointed under **clause 16**.

15. ELECTED EXECUTIVE COMMITTEE MEMBERS

15.1 Nomination for Executive Committee

- (a) Nominations for the elected Executive Committee positions shall be called for along with the AGM notice 21 days prior to the AGM. When calling for nominations, details of the necessary qualifications and position descriptions shall also be provided. The Executive Committee shall determine qualifications and position descriptions from time to time
- (b) Nominations must be in writing and/or electronic mail and signed by/endorsed by two (2) eligible voting members and accompanied by written consent of the candidate.
- (c) Nominations must be delivered to the Association no less than seven (7) days before the date fixed for the AGM
- (d) Nominees for elected Executive Committee positions must declare any position they hold in an NSO or SSO
- (e) Nominees for elected Executive Committee positions must hold a right to vote membership for at least one (1) year to be eligible to nominate

15.2 Elections

- (a) If the number of nominations is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive

Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.

- (b) If there are insufficient nominations received to fill all vacancies on the Executive Committee, or if a person is not approved by the majority of Members under **clause 15.2(a)**, 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 alphabetical order for each vacancy on the Executive Committee. A person may hold more than one position on the Executive Committee if so elected.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Executive Committee from time to time.

15.3 **Terms of appointment for elected Executive Committee members**

- (a) Executive Committee members elected under **clause 15** shall be elected for a term of two (2) years and there is no maximum number of consecutive terms for which a committee member may hold office.
- (b) Subject to provisions in this Constitution relating to early retirement or removal of Executive Committee members, elected Executive Committee members shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following.
- (c) Three (3) elected Executive Committee members shall retire in each odd year and two (2) elected Executive Committee members shall retire in each even year until, after two (2) years the five (5) original elected Executive Committee members have retired after which those elected Executive Committee members (or their replacements) who first retired, shall retire and so on.
- (d) The sequence of retirements under **clause 15.3(c)** to ensure rotational terms shall be determined by the Executive Committee. If the Executive Committee cannot agree it will be determined by lot.
- (e) Subject to provisions in this Constitution relating to early retirement or removal of Executive Committee members, elected Executive Committee members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (f) Any adjustment to the terms of appointed Executive Directors appointed under this Constitution shall be determined by the Executive Committee

16. **APPOINTED EXECUTIVE COMMITTEE MEMBERS**

16.1 **Appointment of Executive Committee Members**

- (a) The elected Executive Committee may appoint up to two (2) additional Executive Committee members

16.2 Qualifications for Appointed Executive Committee Members

- (a) The appointed Executive Committee members may have specific skills in coaching, referring, commerce, finance, marketing, law or business generally or such other skills which complement the Executive composition. They must be Members of the Association.

16.3 Terms of Appointment

- (a) Appointed Executive Committee members may be appointed by the elected Executive Committee members under this Constitution for a term of two (2) years, which shall commence from the first Executive Committee meeting after the annual general meeting until after the conclusion of the second annual general meeting that follows.
- (b) Appointed Executive Committee members may be appointed to ensure rotational terms that coincide with the elected Executive Committee members' rotational terms.
- (c) Any adjustment to the term of appointed Executive Committee members appointed under this Constitution necessary to ensure rotational terms under this Constitution shall be determined by the Executive Committee.

17. VACANCIES ON THE EXECUTIVE COMMITTEE

17.1 Casual Vacancies

- (a) Any casual vacancy occurring in the position of Executive Committee member may be filled by the remaining Executive Committee members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Executive Committee members' term under this Constitution.
- (b) In the event of a casual vacancy occurring in the membership of the Executive, the Committee may appoint a member of the Association to fill the vacancy

17.2 Grounds for termination of Executive Committee Member

In addition to the circumstances in which the office of an Executive Committee member becomes vacant by virtue of the Act, the office of an Executive Committee member becomes vacant if the Executive Committee Member:

- (a) dies, or
- (b) ceases to be a member of the Association, or
- (c) is or becomes insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or
- (d) resigns office by notice in writing given to the Secretary, or
- (e) is removed from office by special resolution, or
- (f) becomes a mentally incapacitated person, or
- (g) is absent without the consent of the Executive Committee from three (3) consecutive meetings of the committee, or
- (h) holds any office of employment within the Association without the approval of the Executive Committee

- (i) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than three (3) months
In the opinion of the Executive Committee (but always subject to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association;
 - (ii) has brought the Association into disrepute
 - (iii) is removed by Special Resolution;
 - (iv) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the Corporations Act 2001 of the Commonwealth

17.3 Executive Committee may act

- (a) In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act. However, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Executive Committee, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute a quorum

18. MEETINGS OF THE EXECUTIVE COMMITTEE AND QUORUM

18.1 Executive Committee to meet

- (a) The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act).
- (b) Additional meetings of the Executive Committee may be convened by the President or by any member of the committee within reasonable time
- (c) The secretary must give each committee member oral or written notice of a meeting of the committee at least 48 hours, or another period on which the committee members unanimously agree, before the time the meeting is due to commence.
- (d) The notice must describe the general nature of the business to be transacted at the meeting.
- (e) The only business that may be transacted at the meeting is:
 - (i) the business described in the notice, and
 - (ii) business that the committee members present at the meeting unanimously agree is urgent business.

18.2 Decisions of Executive Committee

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

18.3 Resolutions not in meeting

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

18.4 Quorum

At meetings of the Executive Committee the number of Directors whose presence is required to constitute a quorum is four (4), one of which must be either President or Secretary.

- (a) No business is to be transacted by the committee unless a quorum is present
- (b) If, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week, or as otherwise agreed by the members of the Executive
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

18.5 Chairperson

The chairperson shall be the nominal head of the Association and will act as chair of any Executive Committee meeting or General Meeting at which they are present except:

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

If the chairperson is not present, or is unwilling or unable to preside at an Executive Committee meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.6 **Conflict of Interest**

A Director shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Executive Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Executive Committee. If this is not possible, the matter shall be adjourned or deferred.

18.7 **Disclosure of Interests**

- (a) The nature of the interest of a director must be declared at the meeting of the Executive Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Executive Committee at the next meeting of the Executive Committee. If a director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Executive Committee held after the director becomes interested.
- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

19. **DELEGATIONS**

19.1 **Executive Committee May Delegate Functions**

The Executive Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. It will determine what powers these committees are given. In exercising its power under this clause, the Executive Committee must take into account broad stakeholder involvement.

19.2 **Delegation by Instrument**

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

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

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive Committee under **clause 20**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Executive Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Executive Committee.

19.5 Delegation May Be Conditional

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

19.6 Revocation of Delegation

At any time the Executive Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

20. SEAL

- (a) The Association may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Executive Committee. Every use of the Seal shall be recorded in the Association's minute book. Two directors must witness every use of the Seal, unless the Executive Committee determines otherwise.

21. MEETINGS

21.1 Annual General Meeting

- (a) The Association's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Executive Committee.
- (b) All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with this Constitution.

21.2 Special General Meetings

The Executive Committee may, whenever it thinks fit, convene a special general meeting of the Association

- (a) The Secretary will convene a special General Meeting when at least 5% of the total number of members, convene a special General Meeting of the Association.
 - (i) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several

documents in a like form, each signed by one or more of the Members making the requisition.

- (ii) If the Executive Committee does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three (3) months after that date.
- (iii) A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Executive Committee.

21.3 **Notice of General Meeting**

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Association's Register. The auditor and Executive Committee shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice.

21.4 **Business of General Meeting**

- (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Executive Committee and auditors, the election of Executive Committee members under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 24(a)**, shall be special business.
- (c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

21.5 **Notices of Motion**

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Association no less than five (5) days (excluding receiving date and meeting date) prior to the General Meeting.

22. **PROCEEDING OF GENERAL MEETING**

22.1 **General Procedure**

- (a) The President shall be the chairperson at all meetings of the Association, including the Executive Committee. In the President's absence, a Vice President shall be the

- Chairperson. Where voting at General Meetings is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote the motion will be lost.
- (b) If neither the President nor a Vice President is present within fifteen (15) minutes of the time fixed for the commencement of the meeting, the members present shall elect a Chairperson
 - (c) A person cannot chair a meeting in relation to any election for which the chair is a nominee or where a conflict of interest exists
 - (d) A Quorum for General Meetings and the AGM shall be ten (10) eligible voting members
 - (e) The accidental omission to give any member the required notice shall not invalidate a meeting nor any of the business of the meeting.
 - (f) Questions arising or ordinary resolutions to be passed at any meeting of the Association are to be determined by a simple majority of votes cast by eligible members.
 - (g) At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by either the Chair or a simple majority of members.
 - (h) If a poll is duly demanded under clause 22.1(g) shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting
 - (i) Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.
 - (j) The chair's declaration shall be conclusive evidence of the result of a resolution. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Association's book of proceedings.
 - (k) Each eligible member shall have one (1) vote to be taken in such a manner as the Chairperson shall direct, except that a secret ballot shall be taken if any member requests it.
 - (l) No decision of the Association, the Executive Committee or any Executive Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
 - (m) The Association, the Executive Committee or any Executive Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.
 - (n) Members eligible to vote, who hold more than one position e.g. nominated team delegate, & also individual membership, or right to vote in another position, will only receive one (1) vote at general meetings however, if a team manager, will be entitled to delegate their manager's "Nominated Delegate" voting rights to another member of that Affiliate.

- (o) There shall be no voting by proxy at any meeting of the Association.

22.2 **Adjournment**

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 14 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 22.1(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

22.3 **Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Executive Committee. If the Executive Committee so determines, the postal ballot shall be conducted under the procedures set by the Executive Committee from time to time.

23. **USE OF TECHNOLOGY AT GENERAL MEETINGS**

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

24. **GRIEVANCE PROCEDURE**

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

- (d) The Executive Committee may prescribe additional grievance procedures in the Regulations consistent with this **clause 23**.

25. RECORDS AND ACCOUNTS

25.1 Records

The Association shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Association and the Executive Committee). It shall produce these as appropriate at each Executive Committee or General Meeting.

25.2 Records Kept in Accordance with the Act

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

25.3 Executive Committee to Submit Accounts

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

25.4 Accounts Conclusive

The statements of account, when approved or adopted by an Annual General Meeting, shall be conclusive except when errors have been discovered within three (3) months after such approval or adoption.

25.5 Accounts to be Sent to Members

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

25.6 Inspection of books

- (a) The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour
 - (i) records, books and other financial documents of the association,
 - (ii) this constitution,
 - (iii) minutes of all committee meetings and general meetings of the association.
- (b) Despite clause 21.6(a), the committee may refuse to permit a member of the association to inspect or obtain a copy of 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.

25.7 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn,

accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised directors or in such other manner as the Executive Committee determines.

26. AUDITOR

A properly qualified auditor or auditors shall be appointed by the Association in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Association in a general meeting.

The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

26.1 Financial Management

- (a) Income and property of the Association shall be derived from such sources as the Executive Committee determines from time to time.
- (b) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (d) Payment in good faith of or to any Member can be made for:
 - (i) any services actually rendered to the Association whether as an employee, director or otherwise
 - (ii) goods supplied to the Association 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 Association; or
 - (v) any out-of-pocket expenses incurred by a Member on behalf of the Association.

Nothing in this clause precludes such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

Where possible the Association will conduct its banking requirements electronically. The President and the Treasurer will maintain login and password access for the Associations bank accounts.

The President and the Treasurer will be responsible for making electronic payments from the Associations bank accounts. All electronic payments will be reported at the following Executive Committee meeting along with any other pertinent financial reports.

27. WINDING UP

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

28. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Association. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Association by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

29. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

30. REGULATIONS (BY-LAWS)

30.1 Executive Committee to Formulate Regulations

The Executive Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Touch Football in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Executive Committee.

30.2 Regulations Binding

All Regulations are binding on the Executive Committee and all Members.

30.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

30.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Executive Committee and prepared and issued by the Association. The Association shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

31. STATUS AND COMPLIANCE OF ASSOCIATION

31.1 Recognition of Association

The Association is a Member of the Southern Rebels and New South Wales Touch Association and is recognised by those bodies as the entity responsible for the delivery of Touch Football in the local area and is subject to compliance with this Constitution. The Southern Rebels and New South Wales Touch Association Constitutions shall continue to be so recognised and shall administer Touch Football in the local area in accordance with the Objects.

31.2 Constitution of the Association

This Constitution will clearly reflect the Objects of the Southern Rebels and New South Wales Touch Association and will conform to the Constitutions of those bodies, subject always to the Act.

31.3 Resignation from SSO

The Association may not resign, disaffiliate or otherwise seek to withdraw from the Southern Rebels and New South Wales Touch Association without approval by Special Resolution.

32. NOTICE

Notices may be given by the Association to any person entitled under this Constitution to receive any notice. The notice can be sent by

- (a) electronic mail to the Member's electronic mail address; or,
- (b) prominently posted on the Association's website and social media accounts

Where a notice is sent by electronic mail, or by posting on the Association's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

33. MEMBERS LIABILITY

The liability of a member of the association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by clause 10 and in Winding Up process under clause 27.

34. INDEMNITY

Every Director and employee of the Association will be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

- (a) in the case of a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Association; or
- (b) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.

35. FINANCIAL YEAR

The Association's financial year:

- (a) the period commencing on the date of incorporation of the Association and ending on the following June 30 and,
- (b) each period of 12 months after the expiration of the previous financial year, commencing on 1 July and ending on the following 30 June