



FOOTBALL
NSW

Associations Incorporation Act 2009 (NSW) (Act)

Model

Grassroots Club Constitution

October 2025

INTRODUCTION

This model Constitution has been prepared by the NSW Office of Sport and adjusted by FNSW Limited (**FNSW**) to assist grassroots football clubs to either become incorporated or, if already incorporated, to update their existing Constitutions.

The template has been designed specifically for sport and the amendments framed to reflect the structures of community football in FNSW, so it is more detailed than the model rules available on the Office of Fair Trading website. It takes into account issues which a general community organisation might not need to include; for example, Sport must deal with the impact of drugs; Sport is affected by child protection legislation; and Sport operates under a national system where the national body can make rulings and set policy that will flow through the Sport and affect those playing at Club level.

This model Constitution assumes that the Club being formed will be directly affiliated to its Association, which in turn is affiliated to FNSW.

The benefit of such a structure is that all levels of football are working together for the advancement of the football community and therefore share common purposes, structures, policies and procedures. It also makes it easy to address issues of joint concern, to share information and to maximise the sport's marketability.

With the increasing amount of legislation affecting sport, this structure enables organisations to enact consistent and complementary policies and strategies that address areas of common risk and that flow effectively through the organisation.

Model Constitution

In the course of your review of this model Constitution, there are a few points to note, in particular:

- Although the Act uses the term "committee" to describe the governing body of an incorporated association, the terms "Board" and "Director" are terms more commonly used in governance documents and so these terms have been used throughout this model Constitution.
- This model Constitution does not describe "offices" such as President, Vice President or Treasurer. While these terms have some cultural weight, they do not have any constitutional relevance, although nothing precludes these titles being attached to the roles of particular Directors.
- This model Constitution assumes that there will be seven Directors elected by the membership (for two-year terms) and up to two Directors appointed by the Board (selected on the basis that they have additional skills that may facilitate or assist the Board with particular issues). This model Constitution also assumes that the Elected Directors (rather than the Members) will determine who acts as the Chairperson of the Club. Further, this model Constitution has a provision that requires that the club seek 50/50 gender balance on its Board. This provision is in keeping with the broader aim within football to pursue gender balance in both participation and leadership.
- This model Constitution assumes that the membership of the Club comprises Individual Members, Life Members and Junior Members. Only Individual Members hold voting rights. Individual Members and Junior Members must re-join as members on an annual basis. This may not reflect the membership structure of your Club, and so these clauses may need to be amended to reflect your membership structure.

To enable ease of use, this model contains extensive footnotes and explanations on clauses and highlights sections that can be varied to suit your local situation. As you work through it you should think not just of your current situation, but where you envisage your Club to be in five or ten years. While Constitutions can be changed and should be reviewed from time to time, it would be better to try and get it right now so that the Club can operate effectively and grow with time.

As you work through the process of developing or updating your Club's Constitution, you should refer to the Sport Australia (SA) formerly the Australian Sports Commission's (ASC) Sports Governance Principles.

Regulations

Following the development of your Constitution, you will also develop a set of Regulations that provide more detail on sections of the Constitution. Regulations (sometimes called rules or by-laws) are more easily adjusted and have a more operational tone to them. The process for adopting regulations is outlined in **clause 35**. This is where you can include more detail of the policies and procedures that underpin the Constitution.

Within this template there will be references to sections that would be detailed in the Regulations developed to accompany your Constitution. These are marked by ®:

- Members (clause 5);
- Membership Application (clause 6);
- Register of Members (clause 7);
- Disciplinary Proceeding (clause 10);
- Subscriptions and Fees (clause 11);
- Delegations (clause 19); and
- Voting at General Meetings (clause 27); and
- Grievance Procedure (clause 28).

Amendments

While this Constitution should be tailored to your specific requirements, highlighted in **green** are the clauses that are mandatory under paragraph 7.4 of the Football NSW By-Laws (available on the Football NSW website). Those clauses are:

- Application for Membership (clause 6.1);
- Effect of Membership (clauses 8(a), 8(d), 8(e) and 8(f);
- Disciplinary Procedure (clause 10); and
- Grievance Procedure (clause 28).

You should also check whether your Club has obligations under its affiliation with its Association that may need to be taken into consideration in the development of the Club's Constitution (e.g. obligatory inclusions).

Sections where you need to insert specific information are marked **[INSERT]** and highlighted in red. The gold comments/discussion boxes will need to be deleted from your final version. We also suggest you amend the current page 1 to incorporate the Club's logo and name, and then delete current pages 2-3.

This Model Constitution template does not replace nor is it intended to constitute a substitute to obtaining separate independent legal advice in respect of your Club's specific requirements and thereby facilitating the customising of this template to suit the particular needs, preferences and circumstances of your Club.

DISCLAIMER:

THE INFORMATION PROVIDED IN THIS MODEL CONSTITUTION TEMPLATE IS FOR YOUR INFORMATION ONLY. THE AUTHORS, FOOTBALL NSW AND NSW OFFICE OF SPORT ACCEPT NO RESPONSIBILITY FOR THE ACCURACY OR SUITABILITY OF THE TEMPLATE TO YOUR CLUB'S PARTICULAR NEEDS AND CIRCUMSTANCES OR YOUR RELIANCE UPON IT.

TABLE OF CONTENTS

1. NAME OF CLUB	6
2. DEFINITIONS AND INTERPRETATION	6
3. OBJECTS OF THE CLUB	9
4. POWERS OF THE CLUB	10
5. MEMBERS ®	10
6. MEMBERSHIP APPLICATION ®	11
7. REGISTER OF MEMBERS ®	12
8. EFFECT OF MEMBERSHIP	13
9. DISCONTINUANCE OF MEMBERSHIP	14
10. DISCIPLINARY PROCEEDING ®	15
11. SUBSCRIPTIONS AND FEES ®	15
12. EXISTING DIRECTORS	15
13. POWERS OF THE BOARD	15
14. COMPOSITION OF THE BOARD	16
15. ELECTED DIRECTORS	17
16. APPOINTED DIRECTORS	18
17. VACANCIES ON THE BOARD	19
18. MEETINGS OF THE BOARD	20
19. DELEGATIONS ®	22
20. SEAL	24
21. ANNUAL GENERAL MEETING	24
22. SPECIAL GENERAL MEETINGS	24
23. NOTICE OF GENERAL MEETING	25
24. BUSINESS	26
25. NOTICES OF MOTION	26
26. PROCEEDINGS AT GENERAL MEETINGS	26
27. VOTING AT GENERAL MEETINGS ®	28
28. GRIEVANCE PROCEDURE ®	29

29. RECORDS AND ACCOUNTS	29
30. AUDITOR	30
31. INCOME	30
32. WINDING UP	31
33. DISTRIBUTION OF PROPERTY ON WINDING UP	31
34. ALTERATION OF CONSTITUTION	32
35. REGULATIONS	32
36. STATUS AND COMPLIANCE OF CLUB	32
37. NOTICE.....	33
38. INDEMNITY	33

ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

[INSERT CLUB NAME] INCORPORATED

This is a template Constitution for a New South Wales Sporting Club.

The document complies with the Associations Incorporation Act 2009 (NSW) ("Act"). The document has been also drafted to take into account the Australian Sports Commission's (ASC) Sports Governance Principles.

The document has been prepared to show the organisation as a key part of the overall national structure for the Sport and thus there are references to the state governing body for the sport and the national governing body for the sport, as well as the regional body (where applicable).

The document is a template only and has a number of commentary boxes, indicated by a shaded box, such as this, which highlight options for sporting bodies or set out the rationale and/or explanation for the inclusion of particular clauses.

Please note the document should be tailored to the requirements of your organisation and not vice versa.

1. NAME OF CLUB

Within the Act, the term "association" is utilised to refer to the organisation that is incorporated. While that still applies, in a sport setting we are more used to calling them Clubs. Therefore, in this document the term 'association' has been replaced by the term 'Club'.

Any reference to 'association' will refer to a regional or district association or the state body and will be duly titled.

The name of the Club can be varied according to what the organisation requires.

The name of the Club is [INSERT NAME] Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

Association means [insert name of Association] and which is a member of or affiliated with FNSW.

Board means the body managing the Club and consisting of the Directors.

In the Act, the term "Committee" is used to describe the governing body of an incorporated association. "Board" is a term commonly used in documents on governance and is used throughout this document.

Constitution means this Constitution of the Club.

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this.

*This template refers to **Board and Directors** instead of committee and committee Members. The reason for this is that an incorporated association is still a corporation and its governors (whatever their title) owe duties to the Members and the Association. The document seeks to use true corporate governance terminology.*

There is also no “offices” such as President, Vice-President or Treasurer. These terms, despite their cultural weight, are not of any Constitutional relevance. There is nothing in the document which precludes such titles being attached to particular Directors’ offices.

Titles of Director positions and job descriptions can be included in Regulations, if desired.

Financial Year means (unless determined otherwise by the Board) 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.

The Financial year can be varied to suit your club, and you should consider aligning with your Association; many Associations and clubs run from October to September, reflecting the typical cycle of activity for community football.

FA means Football Australia Limited, Australia’s football governing body.

FIFA means Federation Internationale de Football Association, the world’s football governing body.

Football means the sport of football.

FNSW means Football New South Wales Limited, the governing body for football in New South Wales (except for the Northern regions of NSW, the governing body for which is Northern New South Wales Football).

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

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (a) understand the information relevant to the decisions that will have to be made in the role of Director;
- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision making process; or
- (d) communicate the decisions in some way.

Individual Member means a registered, financial Member of the Club who is at least 18 years of age.

The document seeks to capture as ‘Members of the Club’ all individual persons who are Members of the Club, and assumes that this Club would normally be the Member of a regional association or the state association.

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

It is important for a sporting organisation to recognise and protect its Intellectual Property; thus the inclusion of this definition.

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

Some documents make Junior Members 16 years and under; however, for consistency with the Children and Young Persons (Care and Protection) Act 1998 NSW (CYP Act) we recommend that you distinguish clearly between adult and children/youth Members. Any recreation and sport organisation that has Junior Members therefore is subject to provisions of the CYP Act.

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

Local area means the geographical area for which the Club is responsible as recognised by the Association and/or FNSW.

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

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

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

A Director of the Club should perform the role of Public Officer. The Public Officer is the conduit for information flow between the Club and the regulator, therefore it is important that the Public Officer is a Director and informed about the Club's activities. Further, as the Public Officer has numerous responsibilities, it is important that they are a Director and therefore owe a duty to act in the best interests of the Club.

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

Regulations means any rules, by-laws or regulations made by the Board under **clause 35**.

Seal means the common Seal of the Club (if any).

Special Resolution means a Special Resolution defined in the Act.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority or 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);
- (h) a reference to **present in person** means present physically or by electronic means; and
- (i) 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 transmission.

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. The model constitution under the Act is expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

The Objects of the Club are important and must be carefully considered. They are its reasons for existence and although this can be simply stated as 'promotion and encouragement of the Sport' the changes in regulatory and commercial as well as sporting landscapes require a 21st century sporting body to have broad Objects.

The Objects below are expressed to apply to a club level organisation.

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

- (a) recognise FA as the peak national authority for football in Australia and FNSW as the peak authority for football in New South Wales (NSW) (except for the Northern regions of NSW, the governing body for which is Northern NSW Football Limited).
- (b) conduct, encourage, promote, advance and administer football throughout the Local area;
- (c) act, at all times, on behalf of and in the interest of the Members and football in the Local area;
- (d) affiliate and otherwise liaise with the Association, FNSW and/or FA of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FA or FNSW and as may be necessary for the management and control of football and related activities in New South Wales;
- (f) advance the operations and activities of the Club throughout the local area;
- (g) have regard to the public interest in its operations; and

Generally, rules made in the 'public interest' are less susceptible to challenge; therefore, this object reminds Club Members of the moral obligation to be mindful of the community when operating the Club.

- (h) 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 CLUB

The Club has the rights, powers and privileges conferred on it under section 19 of the Act solely for furthering the Objects.

5. MEMBERS[®]

The members of the Club and their rights and responsibilities are set out under this clause. The member categories and their respective rights and responsibilities may vary depending on your Club structure.

Note that this section is linked to clause 27(Voting at General Meetings) as it defines voting rights at meetings of each membership category. It is advisable to cross-reference these two sections.

5.1 Members[®]

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate but not 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; and
- (c) Junior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings but no right to be present and to debate or to vote, at General Meetings.

Your Club may choose to refine your definition of 'juniors' to allow Junior Members who are aged 16 years and older to attend and vote at the annual general meeting.

If your Club is primarily a junior competition Club or you have a high proportion of Junior Members, you may need to consider membership categories that ensure that your membership has representation in decision-making. One possibility is to make a parent/guardian of any junior Member a Member in their own right with the right to attend, participate and vote at the annual general meeting. This ensures the Club has adequate adult Members to maximise the potential for volunteer recruitment and the requirement that Directors are also Members of the Club.

This has the added benefit of making those parents/guardians subject to the Club's code of behaviour and therefore able to be disciplined for breaching those codes, e.g. dealing with sideline rage issues.

5.2 Life Members

- (a) The Board may recommend to the annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.

- (b) A resolution of the annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Club'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.

6. MEMBERSHIP APPLICATION ®

6.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing on the form prescribed from time to time by the Board (if any), and lodged with the Club; and
- (b) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club (as well as those of the Association, FNSW and FA) including but not only this Constitution.

6.2 Discretion to Accept or Reject Application

- (a) The Board shall consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form pursuant to **clause 6.1**. At that meeting, the Board may, acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended by the Club accordingly as soon as practicable to reflect the status of membership.
- (c) Where the Board rejects an application, the Club shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.
- (d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.3 Renewal

- (a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to re-applications for membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

6.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any persons, prior to the 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.

7. REGISTER OF MEMBERS[®]

7.1 Club to Keep Register

The Club shall keep and maintain a Register (whether in written or electronic form) in which shall be entered (as a minimum):

- (a) the full name, address and email address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member became a Member;
- (d) any other information determined by the Board; and
- (e) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within one (1) month of such change.

It is good practice to inform your Members of the process of collection and security of personal data.

This is especially important if you are passing on personal information to a third party, such as the Association, FNSW and/or FA.

Details of your Club Privacy Policy and Procedures for handling and securing personal details of Members can be outlined in the Club Regulations. Your regional and/or state association may have information that will assist you in developing this.

For further information go to the Office of the Australian Information Commissioner website at www.oaic.gov.au

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 29.2(b)**. If permitted, only an extract of the Register, excluding the address, email address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Board considers appropriate.

8. EFFECT OF MEMBERSHIP

This clause reconfirms the requirements of the Act and that the Constitution is a contract between the Club and its Members.

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 Regulations, as well as the Association's, FNSW's and FA's constitution, by-laws, statutes, rules, regulations, policies, procedures, codes of conduct, directives and guidelines;
- (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 Board or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, Association, FNSW and FA;
- (d) where there is any inconsistency between this Constitution and the Regulations, then to the extent of such inconsistency, the FNSW constitution, by-laws, rules, regulations, policies, procedures, codes of conduct, directives and guidelines shall prevail;
- (e) they submit exclusively to the jurisdiction of the internal grievance resolution and disciplinary procedures of the Club, the Association, FNSW and FA in relation to any disputes, grievances and/or disciplinary matters between Members, the Club and/or the Association pursuant to this Constitution and the Regulations and the FNSW and FA constitutions, by-laws, statutes and regulations;
- (f) they will not commence or pursue any proceedings in a court of law or by any other method until such time as the internal grievance resolution or disciplinary processes of the Club, the Association, FNSW and FA have been exhausted;
- (g) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football;
- (h) neither membership of the Club nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Club or its property or assets;
 - (ii) any automatic right of a Member to renewal of their membership of the Club;
 - (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (i) they are entitled to all benefits, advantages, privileges and services of Club membership; and
- (j) a right, privilege or obligation of a person by reason of their membership of the Club:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.
- (b) When the Club receives a notice 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

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;
- (b) membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Board 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 ceased or been discontinued under **clause 9.2** or which has ceased for any other reason:

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board. There is no right of appeal where the Board refuses to re-admit a former Member under this clause.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

10. DISCIPLINARY PROCEEDING ®

10.1 Disciplinary proceedings

The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

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

10.2 Procedure

- (a) That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Board.
- (b) Without limiting the operation of **clause 10.2(a)** the Board 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 expressed in the Regulations or as otherwise determined by the Board but subject always to the Act.

11. SUBSCRIPTIONS AND FEES ®

The fees of the Club are the sole province of the Board NOT the membership. Should the Members seek to interfere or assume responsibility for the setting of fees and/or budgets, they risk potential liability.

- (a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- (b) The Board is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this **clause 11(b)**.
- (c) Where a Member's annual subscription or any other fees are in arrears for more than 30 days that Member's membership ceases.

12. EXISTING DIRECTORS

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

13. POWERS OF THE BOARD

Taken from the ASC's Sports Governance Principles:

The Board's primary responsibility is one of trusteeship on behalf of its stakeholders, ensuring that the legal entity, the Club, remains viable and effective in the present and for the future. The Board's role includes determining the Club's strategic direction, core values and ethical framework, as well as key objectives and performance measures. A key critical component of this role is the Board's ultimate authority and responsibility for financial operations and budgeting to ensure the achievement of strategic objectives.

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and football and community throughout the Local area.

14. COMPOSITION OF THE BOARD

The numbers on the Board will vary. This template has seven elected Directors and up to two 'external' appointed Directors who may be appointed by the elected Directors.

The Club needs to ensure it has a Board size and composition that meets its needs.

14.1 Composition of the Board

The Board shall comprise up to:

- (a) seven (7) Elected Directors who must all be Members and who shall be elected under **clause 15**; and
- (b) two (2) Appointed Directors who need not be Members and who may be appointed by the Directors under **clause 16**.

The Board shall (as far as practicable depending on numbers of Directors eg 7 or 9 Directors) comprise 50% male and 50% female Directors. For avoidance of doubt this means that in some years only male directors or only female Directors may be elected or appointed.

14.2 Election and Appointment of Directors ®

The process for electing and appointing Directors is not entrenched in the Constitution. It can be set out in the Regulations and can be by such process as the Club deems appropriate.

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

14.3 Portfolios ®

The trend in sporting organisations is not to entrench portfolios or titles in the Constitution. If it is determined to allocate portfolios or titles to Directors, it is considered that the discretion simply be retained in the Board so as to maintain flexibility and not require Constitutional change if a portfolio is no longer required. Structure, participation and operation of portfolios can be documented in the Club Regulations.

The Board may allocate portfolios and/or titles to Directors. Subject to this Constitution and any properly passed resolution of the Board, the allocation of portfolios or titles does not effect the powers and duties of Directors.

15. ELECTED DIRECTORS

15.1 Nomination for Board ®

- (a) Nominations for Elected Director positions shall be called for forty-eight (48) days prior to the annual General Meeting. When calling for nominations:
 - (i) details of the necessary qualifications and job descriptions for the positions; and
 - (ii) current Board gender composition;shall also be provided to ensure gender balance under **clause 14.1**.
Qualifications and job descriptions may be determined by the Board from time to time.
- (b) Nominees for Elected Director positions must declare any position they hold in the Association, FNSW or FA.

15.2 Form of Nomination

The requirements in the nomination form may be varied.

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) Individual Members;
- (d) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Club not less than thirty-five (35) days before the date fixed for the annual General Meeting.

15.3 Elections ®

The election process is to be set out in the Regulations. It should be the process which the Club considers is best for it.

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

those nominated may be declared elected only if approved by a majority of Members present and entitled to vote. For avoidance of doubt an Elected Director must be elected by a majority of Members even if there is only one candidate for a vacant position.

- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3(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 Board.
- (d) Voting shall be conducted by secret ballot and otherwise in such a manner and by such a method (including electronically) as determined by the Board from time to time.

15.4 Term of Appointment for Elected Directors

Under this template Directors' terms are for two years, although this can be changed. It is recommended that the Club considers the introduction of a staggered rotation system for Board Members, with half of the Directors' positions becoming vacant each year as suggested in this clause.

- (a) Elected Directors elected under **clause 15** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors, Elected Directors shall remain in office for a term commencing from the conclusion of the annual General Meeting at which the election occurred until the conclusion of the second annual General Meeting occurring after they were elected.
- (b) Four (4) Elected Directors shall retire in each even year and three (3) Elected Directors shall retire in each odd year until, after two (2) years, the seven (7) original Elected Directors have retired, after which those Elected Directors (or their replacements) who first retired, shall retire and so on.
- (c) The sequence of retirements under **clause 15.4(b)** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot noting always the gender requirements of **clause 14.1**.
- (d) Following the adoption of this Constitution, no person who has served as an Elected Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for election as an Elected Director until the next annual General Meeting following the date of conclusion of their last term as an Elected Director.

Under this template a Director can only serve four, two year terms but again this can be changed.

16. APPOINTED DIRECTORS

Appointed Directors need not be appointed. The principle behind their potential appointment is to provide the Elected Directors with additional skills that may facilitate or assist the Board with a particular issue over time. For example, a Club may require marketing or lobbying skills. It can then approach and invite an appropriately skilled person to join the Board as an Appointed Director.

16.1 Appointment of Directors

The Elected Directors may appoint up to two (2) Appointed Directors.

16.2 Qualifications for Appointed Directors

The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Members.

16.3 Term of Appointment

- (a) Appointed Directors may be appointed by the Elected Directors under this Constitution for a term of two years (2), which shall commence from the first Board meeting after the annual General Meeting until after the conclusion of the second annual General Meeting occurring after they were appointed.
- (b) Appointed Directors should be appointed to ensure rotational terms that coincide with the Elected Directors' rotational terms.
- (c) Any adjustment to the term of Appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution shall be determined by the Board noting always the gender requirements of **clause 14.1**.
- (d) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for appointment as an Appointed Director until the next annual General Meeting following the date of conclusion of their last term as an Appointed Director.

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

Subject always to the gender requirements of **clause 14.1** any casual vacancy occurring in the position of Director may be filled by the Board from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the outgoing Director's term under this Constitution.

17.2 Grounds for Termination of Director

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
 - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - (ii) any determination made under this **clause 17.2** shall be made with the Directors acting reasonably; or
- (d) resigns their office in writing to the Club;

- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Club without the approval of the Board;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) has a criminal record, criminal charges pending against them or any rulings against them by a professional body or tribunal;
- (i) in the reasonable opinion of the Board (but subject always to this Constitution) has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
 - (ii) brought themselves or the Club into disrepute;
- (j) is removed by Special Resolution; or
- (k) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

17.3 Board May Act

If a casual vacancy or vacancies arises in the office of a Director or Directors, the Board may act. If the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board however, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

18. MEETINGS OF THE BOARD

These clauses of the template have been drafted so that they comply with the law, but also to provide the Board maximum flexibility in terms of how it meets the ASC Sports Governance Principles. The principles recommend that a Board meet no less than six times per year and as often as monthly. A small Club may only need to meet bi-monthly to properly conduct its business. In alternate months it may meet not as a Board, but as a committee to address operational issues thereby keeping separate the strategic and operational dimensions of running a Club.

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (but shall meet at least six (6) times in each calendar year and at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board to be held within a reasonable time.

18.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board 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 Board. All Directors shall have one (1) vote on any question. Where voting is equal, there is no casting vote and the motion will be lost.

This template does not give the chair a discretionary casting vote. This is optional.

The ASC Sports Governance Principles recommend that 'votes taken at Board or General Meetings should be passed by a majority of Directors/Members and not be subject to a casting vote. The principle is based on the premise that if a majority cannot agree on an issue then the issue should be forfeited'.

18.3 Resolutions Not in Meeting

This clause provides for electronic meetings of the Board.

- (a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution, known as a circular resolution, may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be physically present;
 - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
 - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

18.4 Quorum

The quorum for a Board meeting can be varied. It should, at least, be more than half of the Directors in office. For example, if there are six Directors the quorum should be four. If there are seven Directors the quorum should also be four. If there are ten Directors the quorum should be six and so on.

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of Directors. A quorum must remain present throughout the meeting.

18.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the

meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

18.6 Chair

The Elected Directors shall appoint a chair from among their number. The chair shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting at which they are present. If the chair is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

The chair can be any Director that the Board regards as sufficiently skilled to undertake the role. Traditionally, many Clubs have allocated the role of chair to a position such as the president. This is not required, and it is up to the Club to decide how this will be handled. The Club may choose to have both with the president having a leadership role as the nominal head of the Club and person as the chair who is the business leader of the Club.

18.7 Directors' Interests

- (a) A Director is ineligible to hold office and is also disqualified from office by:
 - (i) holding or assuming any office of profit or position of employment in the Club, in any Member or in any company or incorporated association in which the Club is a shareholder or otherwise interested; or
 - (ii) contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Club, in which any Director is in any way interested, will be voided for such reason.
- (b) A Director who has a material personal interest in a matter that relates to the affairs of the Club must declare that interest to the Board.
- (c) A Director who has an interest in a matter, may give the Board standing notice of the nature and extent of the interest in the matter. The notice may be given at any time and whether or not the matter relates to the affairs of the Club at the time the notice is given.
- (d) The secretary shall record in the minutes any declaration made or any general notice given by a Director under **clauses 18.7(b)** and/or **18.7(c)** and the action decided upon by the Board in relation to that declaration.
- (e) A Director, notwithstanding the interest, may be counted in the quorum present at any meeting, but cannot remain in the meeting whilst the matter in which the Director is interested is being debated and cannot vote in respect of any matter in which the Director is interested. If the Director remains and votes in such matter, the vote shall not be counted.

Should the Club be large enough to engage an Executive Officer, the duties of the Executive Officer would be set out here as a new clause and also in any employment contract they may have with the Association. Wording for this section of the template can be obtained by contacting the NSW Office of Sport.

19. DELEGATIONS[®]

The delegations clause recognises that the Board has to delegate functions and tasks to special committees or individuals. In sport, these are common. For example, rules and technical

committees, selection committees and judicial committees. This clause sets out how such delegations should be made and how they operate.

This clause also allows that roles can be delegated to people who are not on the Board except those powers defined by clause 19.2, with such people being accountable to the Board.

This clause sets out how such delegations should be made and how they operate; clause 19.1 refers to an 'instrument in writing' that outlines delegations. The standard practice is that the instrument is a list/register of delegations, which is subject to a formal resolution of the Board. In addition to the register of delegations, the resolution to approve the delegations should be clearly recorded in the Board minutes.

Delegations can and should in some cases include the authority to spend the Club's funds in accordance with the agreed budget.

19.1 Board May Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Board will determine what powers these committees are given. In exercising its power under this clause, the Board should take into account broad stakeholder involvement. Any committee appointed must comprise 50% male and 50% female committee members.

19.2 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the Board by the Act, any other law or this Constitution.

19.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this **clause 19**, 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 Board under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

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

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by a body or person under this **clause 19**.

19.7 Delegates to Association

The Board shall appoint two (2) persons (who may be Directors or Individual Members) to represent the Club at general meetings of the Association.

19.8 Public Officer

The Board must appoint a Director to be Public Officer in accordance with requirements of the Act. The person appointed as Public Officer shall vacate his or her office as the Public Officer in the following circumstances:

- (a) if they die;
- (b) if they cease to be a Director;
- (c) if they resign the office in writing addressed to the Board;
- (d) if they are removed from office by resolution at a General Meeting;
- (e) if they are removed from office by resolution of the Board;
- (f) if they become bankrupt, apply to take the benefit of any law for the relief of bankrupt or insolvent debtors, compound with his or her creditors or make an assignment of their remuneration for their benefit;
- (g) if they become a mentally incapacitated person; or
- (h) if they cease to ordinarily reside in New South Wales.

20. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) If the Club has a Seal it must not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

In addition to recording the use of the seal in the Board minutes, the Club should consider establishing a register for the use of the seal.

21. ANNUAL GENERAL MEETING

- (a) The Club'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 Board.
- (b) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a special General Meeting. When, but for this clause, more than fifteen (15) months elapses between annual General Meetings, the Board shall convene a special General Meeting before the expiration of that period.

22.2 Requisition of Special General Meetings

- (a) The secretary will convene a special General Meeting when at least five per cent (5%) of Members entitled to vote submit a requisition in writing.

The number or percentage of Members who can requisition a special general meeting can be varied.

- (b) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (c) If the Board does not cause a special General Meeting to be held one (1) month after the date in which the requisition is sent to the Club, 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.
- (d) 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 Board.
- (e) For the purposes of **clause 22.2**:
 - (i) a requisition may be in electronic form; and
 - (ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member and Junior Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner in **clause 37**.

Proxy voting has not been provided for in this template. It is optional and does not need to be provided for under the Act. See also clause 27.3.

Should you choose to allow proxy voting we recommend that you adopt the following clause as 23(c)(iii): "forms of authority in blank for proxy votes" and the word "and" should be moved to after the word "vote" in clause 23(c)(ii) See also 27.3.

24. BUSINESS

- (a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, 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. Special business does not need to be passed by Special Resolution unless required by the Act, this Constitution or it is moved as a Special Resolution.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

25. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

Timelines: This Constitution contains several timelines around General Meetings, these are linked so changing one can affect others:

The call for nominations for Board members is 48 days (see clause 15.1). This allows people 12 days to nominate.

The close of nominations for Board members is 35 days (see clause 15.2(e)) as is the call for notices of motion (see this clause 25). This allows 14 days to prepare the agenda and notices of the meeting.

The notice of the meeting is to be sent out 21 days in advance (see clause 23(c)), allowing Members 3 weeks to consider the motions and nominees.

In a club run by volunteers, sufficient time needs to be allowed for each step to be completed. For example, some clubs may require Board Members to undertake criminal history checks. If your club requires more time to complete each step, the timeframes set out in this Constitution should be increased.

26. PROCEEDINGS AT GENERAL MEETINGS

26.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be **sixty per cent (60%)** of Members entitled to vote.

Again, the quorum for a general meeting will vary. The number or percentage of present and voting Members required must be realistic so that a meeting can proceed.

26.2 Chair to Preside

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

- (a) in relation to any election for which the chair is a nominee; or

- (b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside, the Members present and entitled to vote shall appoint another Director to preside as chair for that meeting only.

26.3 Meetings by telephone or other form of communication

Without limiting the power of the Club to regulate its meetings as it thinks fit, a General Meeting may be held where one or more of the Members 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 Members entitled to receive notice in accordance with the usual procedures agreed upon or laid down from time by the Club or this Constitution and such notice specifies that Members are not required to be present in person;
- (c) if a failure in communications prevents **clause 26.30** from being satisfied by that number of Members which constitutes a quorum, and none of such Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until **clause 26.30** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have terminated or adjourned; and
- (d) any meeting held where one or more of the Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Member is there present and if no Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

26.4 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chair. 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 chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.4(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

26.5 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chair; or

- (b) a simple majority of the Members present and entitled to vote.

26.6 Recording of Determinations

Unless a poll is demanded under **clause 26.5**, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

26.7 Where Poll Demanded

If a poll is duly demanded under **clause 26.5** it 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.

26.8 Procedural irregularities

- (a) No decision of the Club, the Board or any Board 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.
- (b) The Club, the Board or other Board 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.

27. VOTING AT GENERAL MEETINGS ®

Voting at General Meetings will depend on which Members have voting rights. It may vary where Members have different rights or, for example, where a Member is not financial.

27.1 Members Entitled to Vote

Each Individual Member shall be entitled to one (1) vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

27.2 Chair May Not Exercise Casting Vote

The chair shall not have a casting vote.

This template does not give the chair a discretionary casting vote.

The ASC's Sports Governance Principles recommend that "votes taken at Board or General Meetings should be passed by a majority of Directors/Members and not be subject to a casting vote. The principle is based on the premise that if a majority cannot agree on an issue then the issued should be forfeited".

27.3 Proxy Voting

Proxy voting has not been provided for in this template. It is optional and does not need to be provided for under the Act. See also section 23(c). Should you choose to allow proxy voting we recommend that you adopt the following clause as 27.3. "A Member shall be entitled to appoint in

writing a natural person who is also a Member of the Club to be their proxy, and attend and vote at any General Meeting of the Club.”

Proxy voting is not permitted at any General Meeting.

27.4 Postal and Electronic Voting

No motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under procedures determined by the Board from time to time.

28. GRIEVANCE PROCEDURE *

(a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

(i) another Member; or

(ii) the Club.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.

(b) 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.

(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 to an independent tribunal established by the Association in accordance with the procedures determined by the Association.

(d) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 28**.

(e) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

This template assumes the Association will establish an independent tribunal which can be used by Clubs and members to resolve a dispute. These procedures can be varied.

29. RECORDS AND ACCOUNTS

29.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or General Meeting. A Member does not have the right to inspect any of the Club's records or minutes except as required by law or authorised by the Directors.

29.2 Records Kept in Accordance with the Act

(a) Proper accounting and other records of the Club including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.

- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

29.3 Board to Submit Financial Statements

The Board shall submit the Club's annual financial statements to the Members at the annual General Meeting in accordance with this Constitution and the Act.

29.4 Financial Statements 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.

29.5 Financial Statements to be available to Members

The secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive or have access to a copy of the annual financial statements, the Board's report, the auditor's report and every other document required under the Act (if any).

29.6 Negotiable Instruments

All negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

30. AUDITOR

Under the Act, certain incorporated associations are required to undertake an audit. The Act divides large ("Tier 1") and small ("Tier 2") associations and requires Tier 1 organisations to conduct an audit. See Part 3 of the Associations Incorporation Regulations 2010 (NSW). From 27 June 2025, for an association to qualify as a Tier 1 association the prescribed amount:

- (a) in relation to gross annual receipts is over \$500,000; and*
- (b) in relation to current assets is over \$1,000,000.*

Whilst there is no obligation for Tier 2 associations to undertake an audit, it is good corporate governance and sound risk and financial management and thus it has been included in this template.

If required by the Act:

- (a) a properly qualified auditor or auditors shall be appointed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Board; and
- (b) the accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

31. INCOME

- (a) Income and property of the Club shall be:
 - (i) derived from such sources; and

- (ii) managed in such manner;

as the Board determines from time to time subject always to the Act and this Constitution.

- (b) The income and property of the Club 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 Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director; 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.
- (d) Nothing in **clauses 31(b)** or **31(c)** shall prevent payment in good faith to any Member for:
 - (i) any services actually rendered to the Club whether as an employee, director or otherwise;
 - (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 a Member on behalf of the Club;

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

32. WINDING UP

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

33. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the registration of the Club 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 Club. Such 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 Club by this Constitution. Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up or cancellation. 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.

34. ALTERATION OF CONSTITUTION

The Club may insert additional requirements in regard to making and approving changes to this Constitution.

This Constitution shall not be altered except by Special Resolution.

35. REGULATIONS

The Regulations are the key 'delegated legislation' of the Club (sometimes referred to as by-laws). These are key rule and policy documents, which can address a whole range of issues for a Club. These include disciplinary regulations, election procedures, policies including Member protection and anti-doping (subject to FNSW and FA requirements), financial management and particular sporting matters.

35.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects and football in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Board.

35.2 Regulations Binding

All Regulations are binding on the Club and all Members.

35.3 Regulations Deemed Applicable

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

35.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Board from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

36. STATUS AND COMPLIANCE OF CLUB

This section entrenches and strengthens the relationship between the Club and the Association/FNSW/FA.

36.1 Recognition of Club

The Club is a Member of the Association and FNSW and is recognised by those bodies as the entity responsible for the delivery of football in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the Association and FNSW's constitutions.

36.2 Constitution of the Club

This Constitution will clearly reflect the objects of the Association and FNSW and will generally conform to the Constitutions of those bodies, subject always to the Act.

36.3 Association and FNSW

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

37. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be:
 - (i) sent by pre-paid post to the Member's registered address; or
 - (ii) sent by facsimile transmission or by electronic mail to the Member's facsimile number or electronic mail address; or
 - (iii) prominently posted on the Club's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by electronic mail or by posting on the Club's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

38. INDEMNITY

- (a) Every Director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
 - (i) in the case of a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.