



**MANLY WARRINGAH
TOUCH ASSOCIATION**

Manly Warringah Touch Association Incorporated

Constitution

September 2020

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CONSTITUTION

MANLY WARRINGAH TOUCH ASSOCIATION INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is Manly Warringah Touch Association Incorporated (Association).

2. DEFINITIONS AND INTERPRETATION

Definitions

In this Constitution unless the contrary intention appears:

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

'**Executive Committee**' means the body managing the Association and consisting of the Executive Officers.

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

'**Executive Officer**' 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.

'**General Meeting**' means the Annual General Meeting (AGM) or any special general meeting of the Association.

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

'**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 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 6.

'**Representative Team**' the Association may select and field teams to represent it in external competitions as set out in its By-Laws.

'**Special Resolution**' means a Special Resolution defined in the Act.

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

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.

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.

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:

- i. encourage, promote, foster, develop, govern and control the sport of touch in the Manly Warringah District;
- ii. co-ordinate, encourage, assist and support the activities of teams and their co-operation with each other;
- iii. promote, organise and conduct competitions, tournaments and other events pertaining to touch as may from time to time be considered expedient;
- iv. select, co-ordinate, encourage and assist representative touch teams of the Association;
- v. act as the disciplinary and adjudicating body in respect to all matters pertaining to touch in the Manly Warringah District; and
- vi. co-operate with other organizations controlling touch in the promotion and development of touch football.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS

5.1 Members

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

i. Associate Member

A person is an Associate Member of the Association by virtue of being registered in a team that plays in one of the Association's competitions or is a referee in one of the Association's competitions. Associate members are eligible to attend and debate but not vote at General Meetings and the AGM.

ii. Individual Member

Any person (over the age of 18 years) may apply to be an Individual Member of the Association.

To be eligible for membership as an Individual Member of the Association an individual must have their application for membership accepted by the Executive Committee in accordance with clause 5.4.

An application for Individual Membership must be in writing on the form prescribed from time to time by the Executive Committee (if any), from the applicant or its nominated representative and lodged with the Association; and accompanied by the appropriate fee (if any).

An Individual Member shall have the right to receive notices of General Meetings and to be present, debate and vote in General Meetings and at the AGM.

An Individual Member's period of membership shall last for 1 year from the date of their acceptance.

iii. Team Delegate – Winter Season Competition Member

One Team Delegate (over the age of 18 years) may represent each team that is registered to play in the Winter Season Competition that is run by the Association.

The Team Delegate – Winter Season Competition Member will be the person listed on the on-line Team Registration Form in the section titled "Team Contact".

The Team Delegate – Winter Season Competition Member shall have the right to receive notices of General Meetings and to be present, debate at and make one vote on behalf of the team in General Meetings and at the AGM as long as that team has paid their registration fees in full.

A right, privilege or obligation that a Team Delegate – Winter Season Competition Member has may be passed to another person provided that person's details are sent to the Secretary in writing (at least 72 hours prior to any meeting at which the new delegate wishes to be entitled to vote).

Team Delegates – Winter Season Competition Members will not be allowed to provide a proxy vote to any other person and no one person may act as team delegate (be it as a Winter or Summer Team Delegate) for more than one team for the purposes of voting at meetings.

A Team Delegate – Winter Season Competition Member’s period of membership shall last for 1 year beginning with the first Winter Season Competition match of that year.

iv. Team Delegate – Summer Season Competition Member

One Team Delegate (over the age of 18 years) may represent each team that is registered to play in the Summer Season Competition that is run by the Association.

The Team Delegate – Summer Season Competition Member will be the person listed on the Team Registration Form in the section titled “Team Contact”.

The Team Delegate – Summer Season Competition Member shall have the right to receive notices of General Meetings and to be present, debate at and make one vote on behalf of the team in General Meetings and at the AGM as long as that team has paid their registration fees in full.

A right, privilege or obligation that a Team Delegate – Summer Season Competition Member has may be passed to another person provided that person’s details are sent to the Secretary in writing (at least 72 hours prior to any meeting at which the new delegate wishes to be entitled to vote).

Team Delegates – Summer Season Competition Members will not be allowed to provide a proxy vote to any other person and no one person may act as team delegate (be it as a Winter or Summer Team Delegate) for more than one team for the purposes of voting at meetings.

A Team Delegate – Summer Season Competition Member’s period of membership shall last for 1 year beginning with the first Summer Season Competition match of that year.

v. Senior Representative Player Member

A Senior Representative Player Member will be any player who is over the age of 18 years (calculated at January 1 in the year of selection) who is selected to represent the Association in any of its Representative Teams.

Senior Representative Player Members shall have the right to attend and debate but not vote at General Meetings and the AGM.

vi. Junior Representative Player Member

A Junior Representative Player Member will be any player who is under the age of 18 years (calculated at January 1 in the year of selection) who is selected the represent the Association in any of its Junior Representative Teams.

Junior Representative Player Members shall not have the right to attend, debate at, nor vote at General Meetings and the AGM.

vii. Representative Referee Member

A Representative Referee Member will be any referee who is over the age of 18 years (calculated at January 1 in the year of selection) who is selected to represent the Association at external representative tournaments.

Representative Referee Members shall have the right to attend and debate but not vote at General Meetings and the AGM.

viii. Life Member

A Life Member is a person who has been nominated and elected for life membership of the Association in accordance with Section 5.2 of this Constitution.

A Life Member shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings and the AGM.

5.2 Life Members

Nominations for life membership of the Association may only be considered at Annual General Meetings in accordance with the following conditions:

- i. a maximum of 2 may be elected at each Annual General Meeting;
- ii. nominees must have held, unless extenuating circumstances exist, continuous membership of the Association for a minimum of 20 years and meet the relevant Life Membership criteria. Life Membership is generally conferred on a person who has rendered distinguished, meritorious, or exceptional service to the organisation. Life Members should have made played an important role in the promotion of the sport and the organisation and have made a significant contribution to the ongoing success of the organisation at all levels including being an active member of the committee during this period for a considerable amount of time;
- iii. nominations in writing, including a detailed summary of service and contribution to the Association shall be proposed by 2 members and must be received by the Secretary at least 28 days prior to the Annual General Meeting;
- iv. after receiving a nomination in accordance with sub-clause (iii) the Secretary shall refer the nomination to the Executive Committee and Honours Committee for endorsement and if so endorsed to the next Annual General Meeting.

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.

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.

5.3 New Membership Categories

The Executive Committee has the power from time to time to create new categories of membership so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Member.

5.4 Discretion to Accept or Reject Application

The Executive Committee may accept or reject an application and shall not be required or compelled to provide any reason for such acceptance or rejection.

Where the Executive Committee accepts an application, the applicant shall become an Individual 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.

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. REGISTER OF MEMBERS

6.1 Association to Keep Register

- i. The Executive Committee will nominate a member of the Executive Committee also to the position of Public Officer for the Association.
- ii. The Public Officer of the Association shall cause to be established and maintained a Register of Members of the Association specifying the name and address of each person who is a Registered Member of the Association together with the date on which the person became a Registered Member.
- iii. Members shall provide notice of any change and required details to the Association within one month of such change.

6.2 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.

6.3 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.

7. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- i. this Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the Association's By-Laws.
- ii. they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Executive Committee or other entity with delegated authority.
- iii. by submitting to this Constitution and By-Laws they are subject to the jurisdiction of the Association, SSO and NSO.
- iv. the Constitution and By-Laws are necessary and reasonable for promoting the objects and particularly the advancement and protection of Touch Football; and
- v. they are entitled to all benefits, advantages, privileges and services of Association membership.

8. DISCONTINUANCE OF MEMBERSHIP

8.1 Discontinuance for Breach

- i. Membership of the Association may be discontinued by the Executive Committee upon breach of any clause of this Constitution or the By-Laws, including, but not limited to, the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolutions or determinations made or passed by the Executive Committee or any duly authorised committee.
- ii. The Executive Committee under clause 8.1(i), shall not discontinue membership without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- iii. Where a Member fails, in the Executive Committee's view, to adequately explain the breach, that Member's membership shall be discontinued by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership as soon as practicable.

8.2 Member to Re-Apply

A Member whose membership has been discontinued under clause 8.1: must seek renewal or re-apply for membership in accordance with this Constitution; and may be re-admitted at the discretion of the Executive Committee.

8.3 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.

8.4 Membership may be Reinstated

Membership which has been discontinued under this clause 8 may be reinstated at the discretion of the Executive Committee, with such conditions as it deems appropriate.

8.5 Notice of Resignation

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.

Once the Association receives a notice of resignation of membership given under clause 8.5, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9. DISCIPLINE

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 By-Laws 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 in the By-Laws.

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 expressed in the By-Laws but is subject always to the Act.

10. SUBSCRIPTIONS 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.

11. EXISTING EXECUTIVE COMMITTEE MEMBERS

The Members of the Executive Committee 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 Executive Officers shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

12. POWERS OF THE EXECUTIVE COMMITTEE

Subject to the Act and this Constitution, the Executive Committee shall manage the business of the Association, and the Executive Committee shall exercise the powers of the Association. 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.

13. COMPOSITION OF THE EXECUTIVE COMMITTEE

13.1 Composition of the Executive Committee

The following Executive Officers shall be elected and shall form the Executive Committee:

- i. President
- ii. Vice President 1
- iii. Vice President 2
- iv. Secretary
- v. Treasurer

13.2 Election and Appointment of Executive Officers

- i. The Executive Officers shall be elected under clause 14;
- ii. All Executive Officer positions shall be for 2 years;
- iii. The positions of President and Secretary shall be elected in each year of even number;
- iv. The positions of Vice President 1, Vice President 2 and Treasurer shall be elected in each year of odd number.

14. ELECTION OF EXECUTIVE OFFICERS

14.1 Nomination for Executive Committee

- i. Nominations for Executive Officer positions shall be called for twenty-eight (28) days prior to the Annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. The Executive Committee shall determine qualifications and job descriptions from time to time.
- ii. Nominees for elected Executive Committee positions must declare any position they hold in an NSO or SSO.
- iii. Nominees for elected Executive Committee positions must hold a right to vote membership to be eligible to nominate.

14.2 Form of Nomination

Nominations must be:

- i. in writing;
- ii. on the prescribed form (if any) provided for that purpose;
- iii. signed by two Members;
- iv. certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- v. delivered to the Association not less than seven (7) days before the date fixed for the annual general meeting.
- vi. nominations may also be taken from the floor at the Annual General Meeting only if no other nominations have been received under this clause 14.2.

14.3 Elections

- i. 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 Executive Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- ii. 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, the positions will be deemed casual vacancies under clause 15.1.
- iii. If the number of nominations exceeds the number of vacancies to be filled, members shall be required to vote in accordance with clause 19.1.

15. VACANCIES ON THE EXECUTIVE COMMITTEE

15.1 Casual Vacancies

Any casual vacancy occurring in any position of Executive Committee may be filled by the remaining Executive Officers from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Executive Officer's term under this Constitution.

15.2 Grounds for Termination of Executive Officer

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

- i. dies;
- ii. becomes bankrupt or makes any arrangement or composition with his creditors generally becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- iii. resigns his/her office in writing to the Association;
- iv. is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of three months;
- v. holds any office of employment with the Association without the approval of the Executive Committee;
- vi. is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of that interest;
- vii. in the opinion of the Executive Committee (but subject always to this Constitution):
 - a. has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association;
 - b. has brought the Association into disrepute;
 - c. is removed by Special Resolution; or
 - d. would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

15.3 Executive Committee May Act

In the event of a casual vacancy or vacancies in the office of an Executive Officer(s), the remaining Executive Officers may act. However, if the number of remaining Executive Officers is not sufficient to constitute a quorum (16.4) at a meeting of the Executive Committee, they may act only for the purpose of increasing the number of Executive Officers to a number sufficient to constitute a quorum.

16. MEETINGS OF THE EXECUTIVE COMMITTEE

16.1 Executive Committee to Meet

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). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An Executive Officer may at any time convene a meeting of the Executive Committee within reasonable time.

16.2 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 Executive Officers shall for all purposes be deemed a determination of the Executive Committee. All Executive Officers shall have one vote on any question.

16.3 Resolutions Not in Meeting

A resolution in writing that has been signed or assented to by all the Executive Officers 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.

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 Executive Officers 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 Executive Officers 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 Executive Officers are not required to be present in person.
- iii. If a failure in communications prevents clause 16.3(i) from being satisfied by the number of Executive Officers which constitutes a quorum, and none of such Executive Officers 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 16.3(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- iv. Any meeting held where one or more of the Executive Officers is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an Executive Officer is there present. If no Executive Officers are there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

16.4 Quorum

At meetings of the Executive Committee the number of Executive Officers whose presence is required to constitute a quorum is three (3).

16.5 Notice of Executive Committee Meetings

Unless all Executive Officers 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 Executive Committee shall be given to each Executive Officer. The agenda shall be forwarded to each Executive Officer not less than four (4) days prior to such meeting.

16.6 Conflict of Interest

An Executive Officer shall declare his/her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He/she shall, unless otherwise determined by the Executive Committee, absent himself/herself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Executive Officer casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Executive Officer to absent himself/herself 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.

16.7 Disclosure of Interests

The nature of the interest of an Executive Officer 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 an Executive Officer 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 Executive Officer becomes interested. All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

16.8 General Disclosure

A general notice stating that an Executive Officer is a Member of any specified firm or company and that he/she is 'interested' in all transactions with that firm or company is sufficient declaration under clause 16.7. After the distribution of the general notice, it is not necessary for the Executive Officer to give a special notice regarding any particular transaction with that firm or company.

16.9 Recording Disclosures

Any declaration made, any disclosure, or any general notice given by an Executive Officer in accordance with clauses 16.6, 16.7 or 16.8 must be recorded in the minutes of the relevant meeting.

17. DELEGATIONS

17.1 Executive Committee May Delegate Functions

The Executive Committee may, by instrument in writing, create, establish or appoint special committees, individual officers, and/or 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.

17.2 Delegation by Instrument

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

- i. this power of delegation; and
- ii. 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.

17.3 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.

17.4 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 16. 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.

17.5 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.

17.6 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.

18. SEAL

The Association will not have nor use a seal.

19. MEETINGS

19.1 General Procedure

- i. 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.
- ii. 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.
- iii. A quorum for General Meetings and the Annual General Meeting shall be ten (10) eligible voting members.
- iv. The accidental omission to give any member the required notice shall not invalidate a meeting nor any of the business of the meeting.
- v. 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.
- vi. 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.
- vii. There shall be no voting by proxy at any meeting of the Association.

19.2 No Quorum at General Meetings

In the event that a minimum quorum is not present fifteen (15) minutes after the advertised commencement time the following shall apply:

- i. Members present shall declare the meeting has lapsed and the Executive Committee shall determine a reconvened date subject to the conditions of the Constitution.

OR

- ii. The meeting may proceed subject to:
 - a. Majority acceptance of those members present;
 - b. Any determination pursuant to the advertised agenda shall not be deemed approved until the said determination has been advertised (on the Association's website) for thirty (30) days;
 - c. If, within the thirty (30) days a minimum of ten (10) objections are received from voting members then the relevant issue shall be deemed lost.

19.3 No Quorum at Executive Committee Meetings

In the event that a minimum quorum is not present fifteen (15) minutes after the advertised commencement time, the Executive Committee meeting may not proceed, and the Executive Committee Members present shall declare the meeting has lapsed and determine a reconvened date subject to the conditions of the Constitution.

19.4 No Recording of Determinations

Unless a poll is demanded, the chairperson'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 Association's book of proceedings.

19.5 Where Poll Demanded

If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting

20. ANNUAL GENERAL MEETING

The Association's Annual General Meeting shall be held in accordance with the Act and this Constitution. It shall be held no later than 6 months after the end of the Association's financial year.

The business of the Annual General Meeting shall be:

- i. Confirmation of the minutes of the previous Annual General Meeting;
- ii. Consideration and adoption of the Annual Report and audited financial statements including the Balance Sheet and Profit and Loss;
- iii. Appointment of an auditor for the following year;
- iv. Election of Life Members;
- v. Election of Executive Officers;

- vi. Special Resolutions and Notice of Motions;
- vii. Such other business as the meeting thinks fit.

All General Meetings other than the Annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

21. SPECIAL GENERAL MEETINGS

21.1 Special General Meetings May be Held

The Executive Committee may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between Annual General Meetings, the Executive Committee shall convene a special general meeting before the expiration of that period.

21.2 Requisition of Special General Meetings

The Secretary will convene a special general meeting when ten per cent of eligible voting Members (no less) submit a requisition in writing.

- 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 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.

22. NOTICE OF GENERAL MEETING

Notice of every General Meeting shall be given to every Life Member and eligible voting Member entitled to receive notice. Notices shall be sent by electronic mail to the addresses appearing in the Association's Register, and will be posted on the Association's website. The auditor and Executive Officers 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.

Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

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.

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.

23. 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 twenty-eight (28) days (excluding receiving date and meeting date) prior to the general meeting.

24. GRIEVANCE PROCEDURE

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.

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.

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.

The Executive Committee may prescribe additional grievance procedures in the By-Laws consistent with this clause 24.

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 Treasurer.

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 months after such approval or adoption.

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.

27. FINANCIAL MANAGEMENT

Income and property of the Association shall be derived from such sources as the Executive Committee determines from time to time.

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

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.

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, Executive Officer or otherwise;
- ii. goods supplied to the Association in the ordinary and usual course of operation;
- iii. rent for premises demised or let by any Member to the Association; or
- iv. 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.

Any cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the Executive Committee, being members authorised to do so by the Executive Committee.

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.

28. WINDING UP

Subject to this Constitution, the Association may be wound up in accordance with the Act.

The liability of the Members of the Association is limited.

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).

29. 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.

30. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution at an Annual General Meeting.

31. BY-LAWS

31.1 Executive Committee to Formulate By-Laws

The Executive Committee may formulate, issue, adopt, interpret and amend By-Laws 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 By-Laws must be consistent with the Constitution and any policy directives of the Executive Committee.

31.2 By-Laws Binding

All By-Laws are binding on the Association and all Members.

31.3 By-Laws 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 By-Laws and shall continue to apply.

32. STATUS AND COMPLIANCE OF ASSOCIATION

32.1 Recognition of Association

The Association is a Member of NSW Touch Association and is recognised by that body as the entity responsible for the delivery of Touch Football in the local area and is subject to compliance with this Constitution. The NSW Touch Association Constitution shall continue to be so recognised and the Association shall administer Touch Football in the local area in accordance with the Objects.

32.2 Constitution of the Association

This Constitution will clearly reflect the Objects of the state body for Touch Football and will conform to the Constitutions of that body, subject always to the Act.

32.3 Resignation from SSO

The Association may not resign, disaffiliate or otherwise seek to withdraw from the SSO without approval by Special Resolution.

33. INDEMNITY

Every Executive Officer 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 Executive Officer 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 Executive Officers and employees against all damages and losses (including legal costs) for which any such Executive Officer 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 an Executive Officer, performed or made while acting on behalf of and with the authority, express or implied, of the Association; or
- ii. in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.

34. CUSTODY OF BOOKS ETC.

Except as otherwise provided by this constitution, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

35. INSPECTION OF BOOKS ETC.

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.

A member of the association may obtain a copy of any of the documents referred to in clause 35 on payment of a fee of not more than \$1 for each page copied.

36. FINANCIAL YEAR

The financial year of the association is each period of 12 months after the expiration of the previous financial year of the association, commencing on 1 April and ending on the following 31 March.

37. 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.