

# **Bankstown District Amateur Football Association Constitution**

**2023**  
**Adopted 15<sup>th</sup> November, 2022.**

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1.

## NAME OF ASSOCIATION

The name of the Association is “Bankstown District Amateur Football Association Incorporated.” Such a name may be changed by a Special Resolution.

2.

## DEFINITIONS AND INTERPRETATION

### Definitions

In this Constitution unless the contrary intention appears:

“**Act**” means the Associations Incorporation Act 2009 (NSW) and any further legislation relating to incorporated associations.

“**Affiliate Member**” means a person who is recognized by the Board as being associated with the Association but is not a Participant Member or Life Member.

“**Annual General Meeting**” or “**AGM**” means the annual general meeting of the Association.

“**(the) Association**” means Bankstown District Amateur Football Association or such other name as it chooses and/or its successors.

“**Association Official**” means any person involved with the administration, management, or organization of the Association (whether paid or unpaid) including employees and volunteers.

“**Bankstown**” means the geographical area for which the Association is responsible as recognized by FNSW or as otherwise determined by the Board.

“**BDAFA**” means Bankstown District Amateur Football Association, or such other name adopted by this association.

“**Board**” means the body consisting of the Directors.

“**Club**” or “**Member Club**” means a football club which is (or may be affiliated) with the Association.

“**Club Official**” means any person involved with the administration, management, or organization of a Club (whether paid or unpaid) including employees and volunteers.

“**Constitution**” means this Constitution of the Association.

“**Delegate**” means either of the two people appointed from time to time to act for and on behalf of a Member Club and to represent the Club at General Meetings, Annual General Meetings, and any other meetings at BDAFA’s discretion.

“**Director**” means a member of the Board and includes any person acting in that capacity from time to time elected or appointed in accordance with this Constitution but does not include the General Manager. Directors are deemed to be members of the association and are either Elected or Appointed,

“**FA**” means the Football Federation of Australia, Australia’s football governing body, or its successors.

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

“**Financial**” as regards members, means having paid all fees, subscriptions, fines as required by BDAFA Regulations and as such “**Financial Default**” means not having paid such amounts.

“**Financial Year**” is a period of **twelve months** commencing on 1<sup>st</sup> October and ending 30<sup>th</sup> September of the following year.

“**FNSW**” means Football New South Wales or its successors as New South Wales state governing body for football.

“**Forum**” an informal meeting of the clubs and the Board and such other parties as deemed by the Board to be relevant to the Forum.

“**General Manager**” means the General Manager of the Association for the time being appointed under this Constitution. The General Manager will be the Public Officer of the Association. Where the Association does not have a General Manager, the Board will assume the functions of the General Manager.

“**General Meeting**” or “**GM**” means a general meeting of the Association.

“**Incorporated**” means incorporated under the Associations Incorporation Act 2009 or the Corporations Act 2001.

“**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.

“**Life Member**” means an individual appointed as a Life Member of the Association.

“**Match Official**” means a referee, assistant referee, match commissioner, referee inspector, selector, any person in charge of safety including Ground Marshals and Team Marshals or any other person appointed or recognized by a Member Club or by the Association to assume responsibility in connection with a football match or competition.

“**Member**” means a member for the time being of the Association.

“**Official**” means any Official as determined by the Board.

“**Objects**” means the objects of the Association in **Clause 3**.

“**Participant Member**” means a registered member of a Member Club including registered players, coaches, managers, as well as club officials or a referee registered with BDAFA or a natural person who is otherwise recognized by the Board or Association as a Participant Member. The Board may decline a person’s application to be a Participant Member.

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

“**Register**” is a register of Members kept and maintained as per **Clause 7**.

“(the) **Regulation** means the Association Incorporation Regulation 2016.

“**Regulations**” means any Regulations made by the Board under **Clause 37**. An uncapitalized “regulation” is a regulation that is not a BDAFA Regulation.

“**Special business**” business for which a Special Resolution is required.

“**Special Resolution**” means a special resolution passed by **seventy-five percent** of votes cast by Members entitled to vote in the resolution at a General Meeting or such higher percentage if required under the Act.

“**Survey**” a survey issued by BDAFA or their nominee to gain information or opinions from Participants Members and/or Member Clubs.

### **Interpretation**

In this Constitution:

A reference to a function includes a reference to a power, authority, and duty.

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.

Words meaning the singular include the plural and vice versa.

Words stating a gender are to be read as including all other genders.

References to persons include corporations and bodies politic.

References to a person include the legal personal representatives, successors and permitted assigns of that person.

A reference to a statute, ordinance, code, or other law including government 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).

The provisions of the Interpretation Act 1987 apply to and in respect of this Constitution in the same manner as those provisions would apply if this Constitution were an instrument made under the Act.

A reference to "writing" will, 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 means.

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

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.

Where a capitalized name changes, this Constitution will read such a changed name as applying, providing to do so is in the interests of the Association.

Where the word “will” is used, it can be interpreted as “shall.”

### 3.

## OBJECTS OF THE ASSOCIATION

The Association exists for the Objects. The Objects of the Association are to:

Conduct, encourage, promote, advance, enhance and administer football throughout Bankstown while promoting mutual trust and confidence in conjunction with FA and participation as an affiliated member of FNSW.

At all times in all forums; act on behalf of, and in the interest of, the Members and football in Bankstown; striving for government, commercial and public recognition of the Association as the controlling body for football in the Bankstown; abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FNSW or FA or FIFA and as may be necessary for the management and control of football and related activities in Bankstown.

To provide a regulatory, disciplinary and governance regime for football in Bankstown; consulting with FNSW and adopting its rule and policy framework, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases, and such other matters as may arise as issues to be addressed in football.

Apply the property and capacity of the Association to promote the economic and community service success, strength and stability of the Association, the Members and football in Bankstown; ensuring to use and protect the Intellectual Property.

Advance the operations and activities of the Association to pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in Bankstown; ensuring to seek and obtain improved facilities for the enjoyment of football.

Do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve.

Foster its own representative team (s).

### 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.

### 5.

## MEMBERS

### Categories of Members

The Members of the Association will consist of voting and non-voting members. Members may hold membership in more than one category.

The Board may create other categories of members and in doing so determine that such category either do not have a right to be present at meetings, or may attend and speak but not vote, or may attend, speak, and vote at meetings. Such rights of new member categories must be approved by Member Clubs in a GM.

**Member Clubs** have the right to attend, speak, and vote at GMs and AGMs and will be represented by up to two delegates with a vote each.

**Directors, Life Members and, Affiliate Members including BDAFA staff and Patrons, at the Board's discretion** who may attend and speak at GMs and AGM but do not have a vote at such meetings.

**Participant Members** are those who may attend and speak at GMs and AGM at the discretion of the Board but do not have a vote.

### **Life Members**

The Board may recommend to a GM or AGM that any natural person who has rendered distinguished service to the Association, where such service is deemed to have assisted the advancement of football within the Association, be appointed as a Life Member.

For a member to be eligible for life membership, they must meet the criteria as above, be of high repute and meet one or more of the following criteria:

A minimum of **eight years** of service or,

A contribution that goes beyond the length of their service and has left an enduring legacy.

The criteria do not preclude a nominee being from outside the membership of the Board of BDAFA or the Executive or Management Committee of its predecessors. However, historically Life Members are drawn from those bodies.

### **Nomination of a Life Member**

Life Member nominations are due in writing to the BDAFA office **twenty-one days** prior to the AGM. A biography supporting the above eligibility must be submitted with the nomination. A Life member can be nominated and seconded by a Member Club or Life Member or a Director.

### **Assessment and Granting of Life Membership**

A panel of **two current Board Members and three independent members** will review the nominations and provide recommendations to the Board. For clarity, the nominee cannot be on this panel. The independent members can be from a Member Club, a previous Board of the Association or be an existing Life Member of the Association.

The recommendation of this assessment panel will be ratified by the Board before presentation to the next GM or AGM.

A resolution of a GM or AGM to confer life membership on the recommendation of the Board must be a Special Resolution.

A person must accept or decline the Association's resolution to confer life membership either verbally at a GM or AGM or in writing to the Board. Upon acceptance, the person's details will be entered in the Register, and from the time of entry on the Register the person will be a Life Member.

## 6.

### AFFILIATION

The Association will affiliate with FNSW as a member in accordance with the constitution, regulations, and by-laws of FNSW and will comply with all lawful requirements of FNSW, FA and FIFA.

#### **Member Clubs**

To be, or remain, eligible for membership, a member club must be incorporated or in the process of incorporation. This process must be complete within **one year** of applying for membership under this Constitution.

For such time as the Club is not incorporated, they will be entitled to exercise the same voting and other rights and have the same obligations and will follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.

Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club will be resolved by the Board in its sole discretion.

Failure to incorporate within **one year** as above will result in the expulsion of the unincorporated club from membership. The expelled unincorporated club will not be entitled to re-apply for membership until it becomes incorporated.

#### **Application for Affiliation**

An application for affiliation must be:

In writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association,

Accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution in relation to football) and the applicant's register of executive members, and

Accompanied by the appropriate fee, if any.

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

The Board will consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form in **Clause 6**. The Board will at that meeting decide whether to accept or reject the application or to defer such a decision until such time that it believes a more informed decision may be made.

Upon the Association accepting an application, the applicant will become a Member Club. Membership will be deemed to commence upon acceptance of the application by the Association. The General Manager will amend the Register accordingly as soon as practicable.

Where the Board rejects an application, the Association may refund any fees forwarded with the application. The application will be deemed rejected and is not appealable.



The Board may set a date at which the application may be re-submitted. In the absence of a date, an application may not be resubmitted within **six months** of the rejection of an application. The Board has the sole right to determine if an application is a re-submission resulting from a rejection or a new application.

### **Re-affiliation**

Member Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in Regulations.

Upon re-affiliation a Member Club must lodge with the Association a copy of its current constitution, provide details of its Delegates and any other information reasonably required by the Association. Each member Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the FNSW's constitution. Further, the constitutions must conform with Associations Incorporation legislation and other required legislation. For clarity, it is not BDAFA's responsibility to ensure club constitutions are compliant as above.

## **7.**

### **REGISTER OF MEMBERS**

#### **Association to keep Register**

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

The full name, address, other contact details, category of membership and date of entry to membership of each member, and

Where applicable, the date of termination of membership of any Club.

Members will provide notice of any change and required details to the Association within **1 month** of such change.

#### **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 Life Member or Director, will be available for inspection (but not copying) by Members who make a reasonable request to the Public Officer.

#### **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 Board considers appropriate.

## **8.**

### **EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

This Constitution constitutes a contract between each of them and the Association and as such they are bound by this Constitution, by-laws (if any) and the Regulations and the FNSW and FA constitutions, by-laws, statutes, and regulations,

They will 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,

By submitting to this Constitution and Regulations they are subject to the exclusive jurisdiction of the Association, FNSW and FA,

It submits exclusively to the jurisdiction of the internal grievance resolution procedures of the Association, FNSW and FA in relation to any disputes and/or grievances between the Association and Members pursuant to this Constitution, by-laws (if any) and the Regulations and the FNSW and FA constitutions, by-laws, statutes and (government) regulations,

It will not attempt to resolve any grievance or dispute with the Association or any Member in a court of law, the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in Bankstown, and

They are entitled to all benefits, advantages, privileges, and services of Association membership.

## 9.

### DISCONTINUANCE OF MEMBERSHIP

#### **Notice of Resignation**

A Member Club having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving **one months'** notice in writing to the Association of such resignation or withdrawal.

A Member Club may not resign, dis-affiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Member Club. A copy of the relevant minutes of the Member Club meeting showing that the Special Resolution has been passed by the Member Club must be provided to the Association.

If a Member Club ceases to be a Member under this Constitution, the Association membership of all Participant Members will not automatically cease at that time but will be dealt with in accordance with these Regulations.

Upon the Association receiving notice of resignation of membership given under this Clause, an entry in the Register will be made recording the date on which the Member Club ceased to be a Member.

#### **Expulsion or Suspension for Breach**

An expulsion ground exists for a Member if they:

Breach the constitutions, by-laws, regulations, policies, or directives of BDAFA, FNSW, FA or FIFA,

Willfully disobey the Regulations or instructions of the Association or permit or counsel any Member Club or individual under its jurisdiction or control to do so,

Engage in, condone, or do not take effective measures to prevent conduct that is injurious or prejudicial to the Association, its character or interests or the sport of football generally,

Bring the sport of football into disrepute,

Is not a fit or proper person or entity to be a Member of the Association

### **Discontinuance for breach**

The Board may consider whether to expel or suspend a Member if:

A person makes a complaint to the Board or the Association to the effect that an Expulsion Ground exists for the Member, or

The Board considers, at its own discretion, that there is an arguable case that an Expulsion Ground exists for the Member.

If the Board proposes to consider whether to expel or suspend a Member, the Board will refer it to an independent tribunal or panel established in accordance with the Regulations.

The Board must ensure the General Manager, or their nominee gives the Member at least **fourteen days' notice** setting out the date, time, and venue for the hearing at which the expulsion is to be considered.

In addition to any other requirement set out in the Regulations, a Member given notice under may provide written submissions, attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer), or do both.

At the hearing, the panel must consider any submissions made. The panel is not bound by the rules of evidence and may resolve to expel the Member from the Association OR suspend the Member for a specified period and on terms and conditions it deems fit OR dismiss the matter.

The Register will be amended to reflect any discontinuance of membership as soon as practicable.

FNSW will be notified where a Member Club's membership is discontinued.

### **Appealing Discontinuance for Breach**

A Member or the Association may, within **seven days** after being given notice of the decision to expel or suspend its membership, give notice to the General Manager appealing the decision.

The process for an appeal of the decision must be conducted in accordance with the Regulations or as directed by the Board. The members of the appeals committee or tribunal must be independent of the parties. The decision of the appeals tribunal or committee is final and not appealable.

For the avoidance of doubt, a party to a decision will not be entitled to raise a grievance or dispute under **Clause 28** at any point. The **grievance** procedures set out in **Clause 28** are a separate process and cannot be used in conjunction with any matter or decision made under this **Clause 9**.

### **Discontinuance for failure to re-affiliate**

Membership of the Association may be discontinued by the Board if a Club has not re-affiliated with the Association within **one month** of re-affiliation falling due. The Register will be amended as soon as practicable to reflect any discontinuance of membership.

### **Member to Re-apply**

A Member whose membership has been discontinued must seek renewal or re-apply for membership in accordance with this Constitution and may be re-admitted at the discretion of the Board with such conditions as it deems appropriate.

### **Forfeiture of Rights**

A Member who or that ceases to be a Member, for whatever reason, will forfeit all rights in and claims upon the Association and its property and will 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 will be returned to the Association immediately. Where a Club ceases to be a Member Club it will also forfeit all representation rights on the Board and at GMs and AGM, other than at the Board's invitation.

### **Delegate Position Lapses**

The position of Delegate will lapse immediately on cessation of membership of a Club.

### **Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member may be refunded at the discretion of the Board on a pro-rata basis to the Member upon discontinuance, factoring in the payment requirements of the Association, FNSW and FA.

10.

## **SUBSCRIPTIONS AND FEES**

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

11.

## **POWERS OF THE BOARD**

Subject to the Acts and this Constitution, by-laws if any, Regulations and policies, the business of the Association will be managed, and the powers of the Association will be exercised, by the Board. In particular, the Board will act in accordance with the Objects and will operate for the benefit of the Members and the community throughout Bankstown.

12.

## **COMPOSITION OF THE BOARD**

The Board will comprise **Six elected Directors** who will be elected under **Clause 14**, and up to **three appointed Directors**, who will be appointed by the Board.

A Director cannot also be a Delegate.

The Board may allocate portfolios and/or titles to Directors.

Directors and staff will not dishonestly use their position. They will use information obtained as a Director or staff member honestly and with due confidential care.

It is an offence under the Act if a Director allows the Association to trade while insolvent.

A Director or staff member must perform his or her duties and functions for the benefit of the association with due care and diligence.

### 13.

#### HONORARIA

An honorarium will be paid to each Director in addition to any reasonable expenses they incur in performing their duties on behalf of the Association.

The honorarium for each director is based on \$200 per month from the date of election or appointment until the next 30<sup>th</sup> November.

The \$200 is indexed using the Australian Bureau of Statistics Consumer Price Index ("CPI") Table 6401.0 for Sydney for the Quarter Ended 30<sup>th</sup> September 2021 of 120.2 as the base CPI. The Honoraria are thereafter weighted by the movement between CPI on 30<sup>th</sup> September from one year to the next.

### 14.

#### ELECTED DIRECTORS

##### Nominations

Nominations for elected Director positions will be called for **twenty-eight days** prior to the AGM.

Nominees for election must declare any position they hold in a Club including as an officer, a Delegate, Participant Member or as a full-time employee or as a Life Member.

##### Form of Nomination

Nominations must be:

In writing,

On the prescribed form (if any) provided for that purpose,

Signed by Executive Members from **two Member Clubs**,

Certified by the Nominee expressing their willingness to accept the position for which he is nominated, and

Delivered to the Association not less than **fourteen days** before the date fixed for the AGM.

##### Election

Nominees must be approved by the Nominations Committee to stand for election.

If the number of approved Nominees is equal to the number of vacancies to be filled or if there are insufficient approved Nominees to fill all vacancies on the Board, then the approved Nominees will be declared elected, only if approved by most Members entitled to vote.

If there are insufficient approved Nominees to fill all vacancies on the Board, or if an approved Nominees is not approved by most Members as above, the positions will be deemed casual vacancies under **Clause 16**.

If the number of approved Nominees exceeds the number of vacancies to be filled, voting papers will be prepared containing the names of the approved Nominees for each vacancy on the Board.

Voting will be conducted in a secret ballot in a “first past the post” election and such ballot will be conducted by an independent person appointed by the Board. The Nominees with the three most votes will be elected as Directors. If there is a tie for the third most votes, a further ballot will be conducted between those Nominees only.

### **Term of Appointment for Elected Directors**

Directors elected under this **Clause 14** will be elected for a term of **three years** commencing with Directors elected at the 2023 AGM. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors will remain in office from the conclusion of the AGM at which the election occurred until their position is declared vacant at the **third** subsequent AGM.

Three elected Directors will retire in each odd year at the completion of their **three-year term** and three elected Directors will retire in each even year at the end of their three-year term with the first such term being from the 2023 AGM.

No person who has served as an elected Director for a period of **nine consecutive years** since the commencement of 2015 will be eligible for election as an elected Director until the subsequent AGM following the date of conclusion of his last term as an elected Director.

### **Nominations Committee**

The Board must establish a nominations committee (“**Committee**”) comprising **three** individuals made up from:

The Mayor of City of Canterbury-Bankstown or their nominee,

The Chief Executive Officer of Football NSW or their nominee,

A local State or Federal member of parliament or their nominee,

A Life Members of BDAFA,

Such other people as deemed fit by the Member Clubs.

### **Nominations Committee Considerations**

The Committee must consider each Candidate and will assess:

Their commitment to a strong governance regime for the Association,

Their commitment to the Association developing policies and strategies for football generally throughout Bankstown,

If they are or have been involved in activities, interest or relationships which could, or could reasonably be perceived to, materially interfere with their ability to act in the best interests of the Association,

That they satisfy the Core Competencies.

### **Nominations Committee Processes**

The Committee will approve or object to the Nominee standing for election as a Director. Notice must be given in writing by the Committee of their decision. This must be given to the General Manager by a date specified by the Association.

The Committee is not required to provide any reasons for its decisions although it may decide to provide the reasons to the Board.

Unless the Committee approves a Candidate, the Candidate is not eligible to stand for election as a Director.

The Committee may request the Association to provide or obtain any information that the Committee requires in respect of a Candidate.

All information obtained by the Committee and all deliberations and records of deliberations are confidential and must not be disclosed to any person who is not a member of the Committee.

The Committee may make its own rules regarding its conduct, subject to any rules made in this regard by the Directors.

A quorum consists of all three members of the Committee present at the meeting of the Committee, in person, or electronically, or at separate times.

A decision made by the Committee is final and not subject to challenge.

The **Core Competencies to be considered by the Committee** that a Candidate must possess are:

Demonstrated leadership at a senior level in an environment compatible with the requirements of the Association.

Demonstrated commitment to strong governance principles and an understanding and appreciation of the duties and responsibilities of the role of Director,

A commitment to and record of ethical behaviour including not having been the subject of an adverse finding or the current subject of an inquiry or investigation by any statutory, regulatory or law enforcement authority or agency including a disciplinary body of Football NSW, FA or the Association relating to any serious ethical matter, and

The **candidate must possess** at least one of the following:

Legal qualifications (LLB or equivalent)

Accounting / finance qualifications (CA, CPA, CFA or equivalent),

A degree which is sports-administration based,

Knowledge or experience of elite football through experience as a player, coach or official at National Premier League level or above,

Football administration experience through serving as a club or association Executive Member,

Business experience and/or qualifications,

Technology experience and/or qualifications (relevant degree, CIO or equivalent position at a senior level or a longstanding role,

Marketing, communications, government relations or public relations experience at a senior level,

Experience as a Director of BDAFA or BDAFA General Manager

15.

## APPOINTED DIRECTORS

### Appointment of Directors

In addition to the elected Directors, the Directors may themselves appoint up to **three** Appointed Directors.

### 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. An appointed Director cannot also be a Delegate.

### Term of Appointment for Appointed Directors

An appointed Director holds office for a term of **two years**, or such shorter term as may be determined by the Board.

Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution, will be determined by the Board.

Although appointed directors may be re-appointed, an appointed Director may not be-appointed for more than **four** consecutive full terms. They will not be eligible for appointment as an appointed Director until the next AGM following the date of conclusion of their last term as an appointed Director.

16.

## VACANCIES ON THE BOARD

### Casual Vacancies

Any casual vacancy occurring in the position of Elected Director may be filled by the remaining Directors from among appropriately qualified people as determined by the Board.

A Director appointed under this clause holds office until the end of the term of the Director in whose place they were appointed.

Service as a Director under this clause is a full term for the purposes of **Clause 14**,

### 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:

Dies,

Becomes bankrupt or makes any arrangement or composition with their 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,

Resigns their office in writing to the Association,



Is absent without the consent of the Board from **two meetings** of the Board held during a period of **six months**,

Holds any office of employment with the Association,

Is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest,

In the opinion of the Board (but subject always to this Constitution) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association or has brought the Association into disrepute.

Is removed by Special Resolution; or

Would otherwise be prohibited from being a Director of a corporation under the Corporations Act 2001.

### **Board May Act**

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

## **17.**

### **MEETINGS OF THE BOARD**

#### **Board to Meet**

The Board will meet as often as is deemed necessary in every calendar year for the dispatch of business (and will be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. Such meetings may be held in person, or electronically or with some Directors in person and others present electronically.

#### **Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement will be sufficiently evidenced by their apology or presence) not less than **five days**' written notice of the meeting of the Board will be given to each Director. The agenda will be forwarded to each Director not less than **two days** prior to the meeting.

#### **Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is most **Directors**.

#### **Chair**

The Board will appoint a Chair from amongst the Directors. The Chair will be the head of the Association and will function as Chair of any Board, General or Annual 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 Deputy Chair will do so. If the Deputy Chair is also unable to, the remaining Directors will appoint another Director to preside as Chair for that meeting only.

## **Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board will be decided by a majority of votes and if passed be deemed a determination by the Board. All Directors will have **one vote** on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

## **Resolutions not in Meeting**

A resolution in writing, signed or assented to by a form of visible or electronic communication by all the Directors for the time being present in Australia will be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors.

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:

All persons participating in the meeting can communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication,

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 and such notice specifies that Directors are not required to be present in person,

If a failure in communications prevents there being a quorum, and none of such Directors are present at the place where the meeting is to be held, then the meeting will be suspended until there is a quorum. If such condition is not satisfied within **fifteen minutes** of the interruption the meeting will be deemed to have terminated or adjourned; and

Any meeting held where **one or more of the Directors** is not physically present will be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting will be deemed to be held at the place where the chair of the meeting is located.

## **Directors' Interests and Conflict of Interest**

A Director is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. If the Association enters into any contract or arrangement with an entity in which any Director is in any way interested, such contract or arrangement will be void unless approved by the Board.

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

Further, each Director will declare any interest in a Member Clubs, and, for the sake of transparency, these will be recorded in the minutes at the commencement of each meeting of the Board.

### **Disclosure of Interests**

The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

All disclosed interests must also be disclosed to each AGM in accordance with the Act.

### **General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

### **Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **Clause 17** must be recorded in the minutes of the relevant meeting.

**18.**

## **GENERAL MANAGER**

### **Appointment of General Manager**

A General Manager may be appointed by the Board for such a term and on such conditions as the Board deems fit.

### **General Manager to function as Secretary and Public Officer**

The General Manager to function as secretary and Public Officer of the Association and will administer and manage the Association in accordance with the Act and this Constitution.

### **Specific Duties**

The General Manager will:

As far as practicable attend all Board meetings and all General Meetings,

Prepare the agenda for all Board and General Meetings,

Record and prepare minutes of the proceedings of all Board meetings and General meetings, and will use their best endeavours to distribute those minutes to Clubs promptly from the date of the meeting,

Regularly report on the activities of, and issues relating to, the Association.

Manages the daily affairs of the Association,

Execute the strategy and instructions of the Board.

Consult with Member Clubs and other associations including FNSW.

Fulfill the requirements of this Constitution.

### **General Manager's Power to Manage**

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the General Manager has the power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed by the Association in a General Meeting or AGM will invalidate any prior act of the General Manager or the Board which would have been valid if that resolution had not been passed.

### **General Manager May Employ**

The General Manager may, in consultation with the Board, employ such personnel as are deemed necessary or appropriate from time to time and such appointments will be for such period and on such conditions as the General Manager determines.

19.

## **DELEGATIONS**

### **Board may Delegate Functions**

The Board may by instrument in writing (including electronically) create or establish or appoint committees, individual officers, and consultants to perform such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause, the Board must consider broad stakeholder involvement.

### **Delegation by Instrument**

The Board may in the establishing instrument delegate such functions as are specified in the instrument. They may not delegate this power of delegation. They may also not delegate a function imposed on the Board or the General Manager by the Act or any other law, by this Constitution or by resolution of the Association in a GM.

### **Delegated Function Exercised in Accordance with Terms**

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

### **Procedure of Delegated Entity**

The procedures for any entity exercising delegated power will, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **Clause 17** above. The entity exercising delegated powers will make decisions in accordance with the Objects and will promptly provide the Board with details of all material decisions and will provide any other reports, minutes and information as the Board may require from time to time.

### **Delegation may be Conditional**

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **Revocation of Delegation**

The Board may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause and may amend or repeal any decision made by such body or person under this clause.

## 20.

### ANNUAL GENERAL MEETING (“AGM”)

An AGM will be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.

The Association must hold its AGM within **six months** after the close of the association’s Financial Year or within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.

## 21.

### GENERAL MEETINGS (“GM”)

General Meetings are all formal meetings which are not the AGM.

The Association, or parts thereof, may also hold informal meetings (such as forums) at which guidance in the form of a vote may be taken

#### **Convening and Requisitioning of General Meetings**

The Board may convene a GM. GMs may also be requisitioned by Member Clubs.

#### **Requisition of General Meetings**

The Board or General Manager will convene a GM upon receipt of the requisition in writing of not less than **twenty-five percent** of Members Clubs.

Such requisition will state the objects(s) of the meeting, will be signed by the Member Clubs making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition. Such requisition may be composed or contain or be lodged electronically.

If the Board or General Manager does not cause a GM to be held within **two weeks** after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a GM to be held not later than **three months** after that date.

A GM convened by Members will be convened in the same manner, or as nearly as possible as, meetings convened by the Board or General Manager. Any costs associated with calling the meeting may be charged to the Member Clubs who requisitioned it.

## 22.

### NOTICE OF MEETINGS

Notice of every GM and AGM will be given to every Member Club and Life Member using details from the Register kept by the Association or by another means that the Board believes is reasonable to contact. The General Manager and Directors will also be entitled to notice of every GM and AGM. No other person is entitled to receive notices of GMs and AGM other than, for the practical purposes, the BDAFA staff and the auditor where their presence is required.

A notice of a GM or AGM will specify the place or electronic means and day and hour of meeting and will state the business to be transacted at the meeting.

At least **seven days' notice** of a GM will be given to those Members entitled to receive notice, together with the agenda for the meeting; and any notice of motion received from Members entitled to vote.

Notice of every GM will be given by delivering it to the person in person to the address of the person, or by sending it by electronic means to an address specified by the person for giving or sending the notice.

A notice is taken, unless the contrary is proved, to have been given or served in the case of a notice given or served personally, on the date on which it is received by the addressee and in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of the post and in the case of a notice sent by electronic means on the date it was sent.

## 23.

### BUSINESS TO BE TRANSACTED

The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, and the election of Directors under this Constitution.

All business that is transacted at a GM and all business that is transacted at an AGM, apart from those matters set down in **Clause 23** will be Special Business.

No business other than that stated on the notice for a GM will be transacted at that meeting.

## 24.

### 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 General Manager not less than **seven days** (excluding receiving date and meeting date) prior to the GM.

## 25.

### PROCEEDINGS AT GENERAL MEETINGS

#### Quorum

No business will be transacted at any AGM or GM unless a quorum is present at the time when the meeting proceeds to business. A quorum for GMs will be 75% of the eligible Member Clubs.

#### Chair to preside

The Chair of the Board will preside at every GM or AGM except in relation to any election for which the Chair is a Candidate or where a conflict of interest exists.

If the Chair is not present or is unwilling or unable to preside the Deputy Chair will preside. If they are unable to do so, the Delegates present will appoint another Director present or (or failing that, a Delegate) to preside as chair.

### **Adjournment of Meeting**

If within half an hour from the time appointed for the meeting, a quorum is not present the meeting will be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chair may determine and 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.

The chair may, with the consent of any meeting at which a quorum is present, and will, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for **thirty days or more**, notice of the adjourned meeting will be given as in the case of an original meeting. It will not otherwise be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **Voting Procedure**

At any meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chair or a simple majority of Member Clubs.

### **Recording of Determinations**

Unless a poll is demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association will be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **Where Poll Demanded**

If a poll is duly demanded, it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll will be the resolution of the meeting at which the poll was demanded. On the completion of the poll the votes will be suitably destroyed.

26.

## **VOTING AT GENERAL and ANNUAL GENERAL MEETINGS**

### **Members Entitled to Vote**

Each Member Club will be entitled to **two votes, one per delegate present** at GM and AGMs. No other Member is entitled to vote. A Member Club's delegates are not entitled to vote at any meeting if their club is currently not Financial with the Association or they or their member club is under suspension.

### **Abstentions and Chair May Exercise Casting Vote**

Abstentions from voting will be deemed to not be in the votes cast. For clarity, the percentage of votes to pass a motion will be based on votes cast excluding abstentions.

Where voting at General Meetings is equal the chair may exercise a casting vote. If the chair does not exercise a casting vote the motion is lost.

## **Postal Voting**

No motion will be determined by a postal ballot unless otherwise determined by the Board.

## **Use of Technology at General and Annual General Meetings**

Meetings may be held at **two or more venues** using any technology approved by the Board or General Manager that gives each of the Member Clubs a reasonable opportunity to participate. A Member Club who participates in a General Meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person. The Association may hold an electronic ballot (as the Board determines) to determine any matter. An electronic ballot is to be conducted in accordance with Schedule 3 to the Associations Incorporation Regulation 2016.

**27.**

## **PROXY VOTING**

All votes will be made personally or electronically by the Member Clubs' delegates. No proxy votes are permitted. Member Clubs may nominate alternate delegates in advance of any meeting.

**28.**

## **GRIEVANCE PROCEDURE**

The grievance procedure set out in this rule applies to disputes under these rules between a Member Club or its Participating Members and another Member Club or its Participating Members, or A Member Club and the Association.

If the parties to the dispute are both Member Clubs or their Participant Members, the Board may dismiss the dispute if they consider it to be vexatious. Otherwise, the parties 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. The Board or its nominee may chair such a meeting. If the dispute is not resolved, the Board will deal with the matters as per BDAFA Regulations as regards Grievances and Mediation.

If the parties to the dispute are a Member Club and the Association, they must meet and discuss the matter in dispute and, if possible, resolve the dispute within **fourteen days** of the dispute coming to their attention. If they are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within **ten days**, refer the dispute for resolution to an independent tribunal established by the Association. The decision made by the independent tribunal is final and not appealable.

The Board may prescribe additional grievance procedures in the Regulations,

**29.**

## **DISCIPLINING OF MEMBERS**

A complaint may be made to the Board by any person that a Member has refused or neglected to comply with this Constitution or has willfully acted in a manner prejudicial to the interests of the Association. For clarity, this does not relate to issues that are managed by the Grievance and Disciplinary section of BDAFA Regulations.



The Board must refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

If the Board decides to deal with the complaint, the Board must cause notice of complaint to be served on the member concerned and must give the member **fourteen days** from time to time the notice is served within which to make submissions to the Board in connection with the complaint and must take into consideration any submissions made by the member in connection with the complaint by the Association.

The Board may, by resolution, expel or suspend the member from the association if, after considering the complaint any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.

If the Board expels or suspends a member, they must within **seven days** after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Board for having taken that action and of the member's right of appeal.

The expulsion or suspension does not take effect until the expiration of the period within which the member is entitled to appeal against the resolution concerned **or** within that period the member exercises the right of appeal, unless and until the association confirms the resolution, whichever is the later.

### 30.

#### RIGHT OF APPEAL OF DISCIPLINED MEMBER

A member may appeal to the Association against a resolution of the Board within **seven days** after notice of the resolution is served to the member, by lodging with the General Manager a notice to that effect.

The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purpose of the appeal.

On receipt of a notice from a member, the General Manager must notify the Board which is to convene a GM to be held within **twenty-eight days** from the date on which the General Manager received the notice/refer the matter.

At the General Meeting:

No business other than the question of the appeal is to be transacted

The Board and the member must be given the opportunity to state their respective cases orally or in writing or both

The members present are to vote by secret ballot on the question of whether the appeal should be upheld or denied.

### 31.

#### RECORDS AND ACCOUNTS

##### Records

The Association will establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and will produce these as appropriate at each Board or GM or AGM. All records, registers, accounts, minutes, the signing of minutes and transactions of the Association may be raised, circulated, and stored using electronic means.

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

Proper accounting and other records will be kept in accordance with the Act. The books of account will be kept in the care and control of the General Manager.

### **Association to Retain Records**

The Association will retain such records for **seven years** after or such other time as required by the Act for the completion of the transactions or operations to which they relate.

### **Board to Submit Accounts**

The Board will submit to the Members at the AGM the statements of account of the Association in accordance with this Constitution and the Act.

### **Accounts Conclusive**

The statements of account when approved or adopted by an AGM will be conclusive except as regards any error discovered in them within **three months** after such approval or adoption.

### **Accounts to be Sent to Members**

The General Manager will send to all people entitled to receive notice of AGM in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report, and every other document required under the Act (if any).

### **Financial Transactions**

All cheques, promissory notes, bankers, drafts, bills of exchange, other negotiable instruments and electronic banking, and all receipts for money paid to the Association, will be signed, drawn, accepted, endorsed, or otherwise executed and authorized, by any **two** of the Directors and General Manager duly authorized to do so or in such other manner as the Board determines.

### **Custody of Books**

Except as otherwise provided by this constitution, all records, books, and other documents relating to the association must be kept in New South Wales.

### **Inspection of Books**

The following documents must be open to inspection, free of charge, by a Member Club during the Association's business hours: records, books and other financial documents of the association, the Constitution and minutes of all Board meetings, GMs, and AGMs. A member of the association may obtain a copy of such documents on payment of a fee of not more than AUD1 for each page copied.

However, the Board may refuse to permit a Member Club to inspect or obtain a copy of records of the association that relate to confidential, personal employment, commercial or legal matters or where to do so may be prejudicial to the interests of the association.

**32.****AUDITOR**

A qualified auditor will be appointed by the Board. The auditor's duties will be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and accepted principles, and/or any applicable code of conduct. The auditor may be removed by resolution of a General Meeting.

The appointed auditor will be deemed to be ineligible by way of potential conflict of interest if they are associated with any Director or officer of the Association or Club Executive.

The accounts of the Association will 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.

**33.****FUNDS**

The income and property of the Association will be derived from such sources as the Board determines.

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

All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the association's bank or other Board approved deposit taking account. The Association is not required to issue a receipt.

Except as prescribed in this Constitution or the Act:

No portion of the income or property of the Association will be paid or transferred, directly or indirectly by way of dividends, bonus or otherwise to any Member. No remuneration or other benefit in money or money's worth will be paid or given by the Association to any Member who holds any office of the Association.

Nothing in **Clause 33** will prevent payment in good faith of or to any Member for:

Any services rendered to the Association whether as an employee, Director or otherwise,

Goods supplied to the Association in the ordinary and usual course of operation,

Interest on money borrowed from any Member,

Rent for premises demised or let by any Member to the Association,

Any out-of-pocket expenses incurred by the Member on behalf of the Association.

Such payments will not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

**34.****MEMBER LIABILITIES and BOARD and EMPLOYEE INDEMNITY****BDAFA CONSTITUTION 2023**

## **Member Liabilities**

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 members in respect of membership of the association.

## **Board and Employee Indemnity**

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

The Association will 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 willful misconduct:

In the case of a Director performed or made whilst acting on behalf of and with the authority, express or implied of the Association; **and**

In the case of an employee, performed or made during and within the scope of their employment by the Association.

**35.**

## **WINDING UP INCLUDING DISTRIBUTION OF PROPERTY**

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 if it is 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 it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one Australian dollar.

If upon winding up or dissolution of the Association any assets or property remains after satisfaction of all its debts and liabilities (including the costs, charges, and expenses of the winding up of the association) such remainder will not be paid to or distributed amongst the Members.

Such **remaining assets and property will be given or transferred** to another organization or organizations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution.

Such organization(s) are to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

36.

## ALTERATION OF CONSTITUTION

This Constitution will only be altered by a Special Resolution.

37.

## REGULATIONS

### **Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret, and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and football in Bankstown as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, FNSW and FA Constitutions, any regulations made by the FNSW or FA and any policy directives of the Board.

### **Regulations Binding**

All Regulations are binding on the Association and all Members.

### **Procedure for Adopting Regulations**

Prior to the Board formulating issuing and adopting such Regulations the Board must circulate a Draft copy to all members giving members **twenty-eight days** to make submissions to the Board which the Board are required to take into consideration prior to adopting such Regulations.

### **Directives**

The Board may issue Directives to amend, delete, replace, add to, or otherwise change the Regulations in response to changes in circumstances or, in its opinion, where such a change would enhance the Regulations.

38.

## STATUS AND COMPLIANCE OF ASSOCIATION

### **Recognition of Association**

The Association is a member of FNSW and is recognised by FNSW as the controlling authority for football in Bankstown and subject to compliance with this Constitution and the FNSW and FA constitution will continue to be so recognised and will administer football in Bankstown in accordance with the Objects.

### **Compliance of Association**

The Members acknowledge and agree the Association will:

Be or remain incorporated in New South Wales,

Apply its property and capacity solely in pursuit of the Objects and football,

Do all that is reasonably necessary to enable the Objects to be achieved,

Act in good faith and loyalty to ensure the maintenance and enhancement of football, its standards, quality, and reputation for the benefit of the Members and football,

At all times act in the interests of the Members and football,

Not resign, disaffiliate, or otherwise seek to withdraw from FNSW without approval by Special Resolution,

Abide by the FNSW and FA constitutions and the rules and abide by the FIFA rules of football, and

Comply with any Code of Conduct or Social media policy issued by the association.

### **Operation of Constitution**

The Association and the Members acknowledge and agree:

That they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and football are to be conducted, promoted, encouraged, advanced, and administered in Bankstown,

To ensure the maintenance and enhancement of football, its standards, quality, and reputation for the benefit of the Members and football,

Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of football and its maintenance and enhancement,

To promote the economic and community service success, strength, and stability of each other and to act interdependently with each other in pursuit of their respective objects,

To act in the interests of football and the Members, and

Should a Member Club have administrative, operational, or financial difficulties the Association may act to assist the Member Club in whatever manner the Association considers appropriate.

**39.**

## **STATUS AND COMPLIANCE OF CLUBS**

### **Compliance**

Clubs acknowledge and agree that they will:

Be or remain incorporated in New South Wales,

Nominate a Delegate or Delegates annually to attend General Meetings, and will inform the Association of the details of that person accordingly,

Provide the Association with copies of their annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting,

Recognise the Association as the authority for football in Bankstown, FNSW as the authority in New South Wales and the FA as the national authority for football,

Adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or the FNSW from time to time; and

Have regard to the Objects in any matter of the Club pertaining to football.

### **Member Club Constitutions**

The Member Clubs' constitutions will clearly reflect the Objects and will conform to this Constitution in relation to football.

Member Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution in relation to football.

Member Clubs will provide the Association with a copy of their constituent documents and all amendments to these documents. Member Clubs acknowledge and agree that the Association has power to veto any provision in a Member Club constitution which, in the Association's opinion, is contrary to the Objects in relation to football.

The constituent documents of each Member Club will, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for football in Bankstown, the FNSW as the authority in New South Wales and the FA as the national authority for football in Australia.

### **Member Club Registers**

Member Clubs will maintain, in a form acceptable to the Association, a Register of all Members of the Club. Each Member Club will provide a copy of the Register at a time and in a form acceptable to the Association and will provide regular updates of the Register to the Association.

## **40.**

### **NOTICE**

Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or where available, by electronic means, to the Member's Registered address or electronic mail address, or in the case of a Delegate, to the last notified address or electronic mail address.

Where a notice is mailed, service of the notice will be deemed to be affected by properly addressing, prepaying, and posting the notice. Service of the notice is affected **three days** after posting.

Where a notice is sent by electronic mail, service of the notice is affected the next business day after it was sent.

Where a quicker method of electronically communicating in writing is developed, the Board may deem when service of notice is effective.

## **41.**

### **PATRONS**

The Board may appoint Patrons as it considers necessary, subject to the approval of that person or people. Such Patrons remain a Patron until the Board resolves that they no longer be Patrons. Patrons will be, but are not limited to, Federal and State Members of Parliament who represent the people of Bankstown as well as the Mayor, Deputy Mayor, and Councillors for the local government area(s) of Member Clubs.