



# Constitution of Goulburn Touch Association

August 2022

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# Constitution

## GOULBURN TOUCH ASSOCIATION

### 1. NAME OF ASSOCIATION

The legal name of the Association is Goulburn Touch Association Incorporated.

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions

In this Constitution unless the contrary intention appears:

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

**Affiliate** means a registered, financial team taking part in Association competitions, which includes teams competing in either local park or representative competitions. The Association may grant affiliation to any organisation or body of persons formed for the purpose of being involved in Touch on such terms and conditions as the Association determines.

**AGM** means the Annual General Meeting of the Association.

**Associate Member** means the parent/guardian of a Junior Member.

**Association** means Goulburn Touch Association Incorporated

**By-Laws or Regulations** means any rules, by-laws or regulations made by the Executive Committee under **clause 32**

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

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

**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.

**Financial Year** means (unless determined otherwise by the Executive Committee) the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

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

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

- (a) *Understand the information relevant to the decisions that will have to be made in the role of Executive Officer;*
- (b) *Retain that information to the extent necessary to make those decisions;*
- (c) *Use or weigh that information as part of the decision-making process; or*
- (d) *Communicate the decisions in some way.*

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

**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.

**Junior Member** means a financial, registered player of the Association, who is younger than 18 years of age at 1<sup>st</sup> January of the year.

**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 RSO and/or SSO for Touch of which the Association is a Member.

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

**Nominated Delegate** means the person on record as the team manager for each Affiliate and is entitled to represent that Affiliate at meetings of the Association. If a manager holds multiple team manager appointments or is already a voting member in another capacity, they may delegate their vote to another member of that Affiliate.

**NSO** means the National Sporting Organisation for Touch 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.

**Referee Member** means a registered referee of the Association

**Register** means a register of Members kept and maintained in accordance with **clause 6**.

**Representative Team** means the Association may select and field teams to represent it in external competitions.

**Representative Team Officials** means the Coaches, Assistant Coaches, Managers, Trainers and other team officials selected by Association for representative teams during the prior 12 months.

**RSO** means the Regional Sporting Organisation being Sydney METS and which is a member of or affiliated with SSO.

**Senior Member** means a financial, registered player of the Association, who is over the age of 18 years at 1<sup>st</sup> January of the year

**Senior Representative Member** means a financial, registered player of the Association, who is over the age of 18 years at 1<sup>st</sup> January of the year and is a member of an Association Representative team during the prior 12 months.

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

**Sport** means the sport of Touch

**Touch** means the sport of touch football played under the rules of Touch Football Australia

**SSO** means the State Sport Organisation for Touch 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.

## **2.2 Severance**

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

## **2.3 The Act**

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

## **3. OBJECTS OF THE ASSOCIATION**

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

- (a) conduct encourage, promote, foster, develop, govern and control the Sport in the Local Area;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport in the Local Area;
- (c) co-ordinate, encourage, assist and support the activities of teams and their cooperation with each other;
- (d) promote, organise and conduct competitions, tournaments and other events pertaining to Touch as may from time to time be considered expedient, as well as providing and assisting in the acquisition of playing fields, material, equipment and other facilities for the game of Touch;
- (e) select, co-ordinate, encourage and assist representative Touch teams of the Association;
- (f) act as the disciplinary and adjudicating body in respect to all matters pertaining to Touch in the Local Area;
- (g) co-operate with other organizations controlling Touch in the promotion and development of Touch;
- (h) affiliate and otherwise liaise with the RSO, SSO and/or NSO of which the Association is a member and adopt their rule and policy frameworks to further these Objects;
- (i) have regard to the public interest in its operations; and
- (j) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### **4. POWERS OF THE ASSOCIATION**

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

#### **5. MEMBERS**

##### **5.1 Members**

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

- (a) Life Members, who is a person who has been nominated and elected for life membership of the Association in accordance with Section 5.2 of this Constitution and who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote, at General Meetings;
- (b) Associate Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate but not to vote at General Meetings;
- (c) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings;

- (d) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present, or debate, or vote, at General Meetings;
- (e) Representative Team Officials, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (f) Senior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate but not to vote at General Meetings;
- (g) Senior Representative Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and not to vote at General Meetings;
- (h) Nominated Delegates, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (i) Referee Members who subject to this Constitution, who have attained 18 years of age, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings

## 5.2 **Life Members**

Nominations for life membership of the Association may only be considered at AGMs in accordance with the following conditions;

- (a) a maximum of 2 may be elected at each AGM;
- (b) Nominees must have held, unless extenuating circumstances exist, continuous involvement with the Association for a minimum of 10 years. Nominees considered for life membership should have played an important role in the promotion of the Sport and the Association and have made a significant contribution to the ongoing success of the Association;
- (c) nominations in writing and/or electronic mail, including a summary of service and contribution to the Association shall be proposed by 2 members and must be received by the Secretary at least 7 days prior to the AGM;
- (d) after receiving a nomination the Secretary shall refer the nomination to the Executive Committee for endorsement and if so endorsed to the next AGM.
- (e) a person can only be elected to life membership on receipt of at least 75% of the vote of the members present and entitled to vote.
- (f) 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 **Application for Membership**

An application for membership must be:

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

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

#### **5.4 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.

#### **5.5 Executive Discretion**

- (a) The Executive, may, acting in the best interests of the Association and in good faith, accept or reject an application. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) There is no right of appeal where the Executive rejects an application for membership, whether a new application or a renewal application.

#### **5.6 Renewal**

- (a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Association from time to time. Members acknowledge and agree that membership renewal is not automatic. Clause 5.5 also applies to re-applications for membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

#### **5.7 Deemed Membership**

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Association shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any persons, prior to approval of this Constitution under the Act, who are not deemed Members under clause 5.7 shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

### **6. REGISTER OF MEMBERS**

#### **6.1 Association to Keep Register**

The Association shall keep and maintain an online database to record registrations of Members.

#### **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 by the Association solely to further the Objects, as the Executive Committee considers appropriate.

## **7. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the Association's By-Laws.
- (b) 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.
- (c) by submitting to this Constitution and By-Laws they are subject to the jurisdiction of the Association, SSO and NSO.
- (d) the Constitution and By-Laws are necessary and reasonable for promoting the objects and particularly the advancement and protection of Touch Football; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

Neither membership of the Association nor this Constitution gives rise to:

- (a) any proprietary right of Members in, to or over the Association or its property or assets;
- (b) any automatic right of a Member to renewal of their membership of the Association;
- (c) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

## **8. DISCONTINUANCE OF MEMBERSHIP**

### **8.1 Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association.
- (b) Once the Association receives a notice of resignation of membership given under clause 8.1(a), it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **8.2 Discontinuance for Breach**

- (a) Membership of the Association may be discontinued by the Executive Committee upon breach of any clause of this Constitution or the 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.

- (b) The Executive Committee under clause 8.2(a) shall not discontinue membership without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive Committee's view, to adequately explain the breach, that Member's membership shall be discontinued 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.

### **8.3 Member to Re-Apply**

A Member whose membership has ceased or been discontinued must seek renewal and re-apply for membership in accordance with this Constitution; and may be re-admitted at the discretion of the Executive Committee. There is no right of appeal where the Executive Committee refuses to re-admit a former Member under this clause.

### **8.4 Forfeiture of Rights**

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

### **8.5 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.

### **8.6 Refund of Membership Fees**

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

## **9. DISCIPLINE**

### **9.1 Disciplinary proceedings**

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

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Executive Committee or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association and/or Touch Football; or
- (c) brought the Association, any other Member or Touch Football into disrepute.

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

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

**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 AGM 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.

Existing members of the Executive Committee will automatically become Members in each subsequent year.

**12. POWERS OF THE EXECUTIVE COMMITTEE**

Subject to the Act and this Constitution, the Executive Committee shall manage the business of the Association, and 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 Executive Officers, who shall all have been voting members of the Association for 1 year's standing, shall be elected to the following positions to form the Executive Committee:

- (a) President
- (b) Vice President
- (c) Junior Vice President/Junior Competition Director
- (d) Secretary
- (e) Treasurer

Four additional Members may be appointed by the Executive Committee as Executive Officers in accordance with clause 15.

**13.2 Election and Appointment of Executive Officers**

- (a) The elected Executive Officers shall be elected under clause 14.
- (b) Elected Executive Officer positions shall be for 2 years
- (c) The appointed Executive Officers may be appointed under clause 15.

**14. ELECTED EXECUTIVE OFFICERS**

**14.1 Nomination for Executive Committee**

- (a) Nominations for elected Executive Officer positions shall be called for along with the AGM notice 21 days prior to the AGM. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also

be provided. The Executive Committee shall determine qualifications and job descriptions from time to time.

- (b) Nominations must be in writing and/or electronic mail and signed/or endorsed by 2 eligible voting members. The nominations should specify the persons making the nomination and the person being nominated.
- (c) Nominations must be delivered to the Association not less than seven (7) days before the date fixed for the AGM.
- (d) Nominees for elected Executive Committee positions must declare any position they hold in an NSO or SSO.
- (e) Nominees for elected Executive Committee positions must hold a right to vote membership to be eligible to nominate.

#### **14.2 Elections**

- (a) If the number of nominations received is equal to the number of vacancies to be filled, or if there are insufficient nominations received to fill all vacancies on the Executive Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Executive Committee, or if a person is not approved by the majority of Members, the positions will be deemed casual vacancies under clause 16.1.
- (c) If the number of nominations exceeds the number of vacancies to be filled, members shall be required to vote in accordance with clause 20.1  
A person may hold more than one position on the Executive Committee if so elected.

#### **14.3 Term of Appointment for Elected Executive Officers**

- (a) Executive Officers elected under clause 14.1 shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Executive Officers, elected Executive Officers shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following.

### **15. APPOINTED EXECUTIVE OFFICERS**

#### **15.1 Appointment of Executive Officers**

The elected Executive Officers may appoint up to four (4) additional Executive Officers.

#### **15.2 Qualifications for Appointed Executive Officers**

The appointed Executive Officers may have specific skills in coaching, refereeing, commerce, finance, marketing, law or business generally or such other skills which complement the Executive composition. They must be Members of the Association.

#### **15.3 Term of Appointment**

- (a) Appointed Executive Officers may be appointed by the elected Executive Officers under this Constitution for a term of two years (2), which shall commence from the first Executive meeting after the AGM until after the conclusion of the second annual AGM that follows.

- (b) Any adjustment to the term of appointed Executive Officers appointed under this Constitution shall be determined by the Executive Committee.

## **16. VACANCIES ON THE EXECUTIVE COMMITTEE**

### **16.1 Casual Vacancies**

Any casual vacancy occurring in the position of Executive Officer 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.

### **16.2 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:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally
- (c) 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;
- (d) resigns his/her office in writing to the Association;
- (e) is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of three months;
- (f) holds any office of employment with the Association without the approval of the Executive Committee;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of that interest.

In the opinion of the Executive Committee (but subject always to this Constitution):

- (h) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association;
- (i) has brought the Association into disrepute;
- (j) is removed by Special Resolution; or
- (k) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth).

After reasonable consideration by the Executive Committee, is determined by the Executive Committee to have become Incapacitated and the Executive Committee reasonably expects the Executive Officer will remain Incapacitated for a period exceeding 3 months, provided always that:

- (l) the Executive Officer is first given the opportunity to make written or oral submissions to the Executive Committee before a determination is made; and
- (m) any determination made under this clause 16.2 shall be made with the Executive Committee acting reasonably;

### **16.3 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 (17.4) 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.

## **17. MEETINGS OF THE EXECUTIVE COMMITTEE**

### **17.1 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.

### **17.2 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. 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.

### **17.3 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:

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.

- (a) 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.
- (b) If a failure in communications prevents clause 17.3(a) 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 17.3(a) 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.

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.

#### 17.4 **Quorum**

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

#### 17.5 **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 seven (7) 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 one (1) day prior to such meeting.

#### 17.6 **Chair**

The elected President shall be the nominal head of the Association and will act as chair of any Executive Committee meeting or General Meeting at which they are present. If the President is not present, or is unwilling or unable to preside at a meeting a Vice-President to preside as chair that meeting only.

#### 17.7 **Conflict of Interest**

An Executive Officer shall declare their 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.

#### 17.8 **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 AGM in accordance with the Act.

#### 17.9 **General Disclosure**

A general notice stating that an Executive Officer is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 17.8**. After the distribution such general notice, it is not necessary for the Executive Officer to give a special notice regarding any particular transaction with that firm or company.

#### 17.10 **Recording Disclosures**

Any declaration made, any disclosure or any general notice given by an Executive Officer under **clauses 17.7, 17.8** and/or **17.9** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

## **18. DELEGATIONS**

### **18.1 Executive Committee May Delegate Functions**

The Executive Committee may 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.

### **18.2 Delegation by Instrument**

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

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

### **18.3 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.

### **18.4 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 17**. 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 as required by the Executive Committee from time to time.

### **18.5 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.

### **18.6 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. The Executive Committee may also amend or repeal any decision made by a body or person under this **clause 18**.

## **19. SEAL**

The Association will not have nor use a seal

## **20. MEETINGS**

### **20.1 General Procedure**

- (a) The President shall be the chairperson at all meetings of the Association, including the Executive Committee. In the President's absence, a Vice President shall be the Chairperson. Where voting at General Meetings is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote the motion will be lost.



- (b) If neither the President nor a Vice President is present within fifteen (15) minutes of the time fixed for the commencement of the meeting, the members present shall elect a Chairperson.
- (c) A person cannot chair a meeting in relation to any election for which the chair is a nominee or where a conflict of interest exists.
- (d) A Quorum for General Meetings and the AGM shall be five (5) eligible voting members.
- (e) The accidental omission to give any member the required notice shall not invalidate a meeting nor any of the business of the meeting.
- (f) Questions arising or ordinary resolutions to be passed at any meeting of the Association are to be determined by a simple majority of votes cast by eligible members.
- (g) At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by either the Chair or a simple majority of members.
- (h) If a poll is duly demanded under clause 20.1(g) shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting
- (i) The chair's declaration shall be conclusive evidence of the result of a resolution. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Association's book of proceedings.
- (j) 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.
- (k) No decision of the Association, the Executive Committee or any Executive Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (l) The Association, the Executive Committee or any Executive Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.
- (m) Members eligible to vote, who hold more than one position e.g. nominated team delegate, & also individual membership, or right to vote in another position, will only receive one (1) vote at general meetings however, if a team manager, will be entitled to delegate their manager's "Nominated Delegate" voting rights to another member of that Affiliate.
- (n) There shall be no voting by proxy at any meeting of the Association.

## **21. ANNUAL GENERAL MEETING**

The Association's AGM shall be held in accordance with the Act and this Constitution. It shall be held no later than 2 months after the end of the Association's financial year.

The business of the AGM shall be set as agreed by the Executive Committee from time to time.

## **22. SPECIAL GENERAL MEETINGS**

### **22.1 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 (15) months elapses between AGMs, the Executive Committee shall convene a special General Meeting before the expiration of that period.

### **22.2 Requisition of Special General Meetings**

The secretary will convene a special General Meeting when at least ten per cent (10%) of Members entitled to vote submit a requisition in writing.

- (a) 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 (1) or more of the Members making the requisition.
- (b) If the Executive Committee does not cause a special General Meeting to be held one (1) month after the date in which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a special General Meeting to be held no later than three (3) months after that date.
- (c) 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.

## **23. NOTICE OF GENERAL MEETING**

Notice of every General Meeting shall be given to every Life Member, eligible voting Member, and every other 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 and social media accounts. 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 affected 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 21 days notice of a General Meeting shall be given to those Members entitled to receive notice.

## **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/electronic mail to the Association no less than five (5) days prior to the General Meeting.

## **25. GRIEVANCE PROCEDURE**

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

- (a) another Member; or
- (b) the Association.

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

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties. If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute 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 Regulations consistent with this clause 25. If the dispute is not resolved the Executive Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Association and the Members concerned.

## **26. RECORDS AND ACCOUNTS**

### **26.1 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.

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

Proper accounting and other records of the Association including books, minutes, documents and securities shall be kept in accordance with the Act. Financial records and books of account shall be kept in the care and control of the Treasurer.

### **26.3 Executive Committee to Submit Accounts**

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

### **26.4 Accounts Conclusive**

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

### **26.5 Accounts to be available to Members**

The Secretary shall ensure all persons entitled to receive notice of General Meetings and entitled to vote under this Constitution have access to a copy of the statements of account, the Executive Committee's report, the auditor's report and every other document required under the Act on request.

## **27. 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.

If the Association remains a "Tier 2" association under the Act, the appointment of an Auditor will be at the determination of the Executive Committee.

## **28. 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:

- (a) 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;
- (b) 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 any services actually rendered to the Association whether as an employee, Executive Officer or otherwise;

- (c) goods and services supplied to the Association in the ordinary and usual course of operation;
- (d) rent for premises demised or let by any Member to the Association; or
- (e) 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 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.

## **29. WINDING UP**

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

The liability of the Members of the Association is limited.

Every Individual Member undertakes to contribute to the assets of the Association if it is wound up while they are 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).

### **30. 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. Such organisation(s) must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association by this Constitution. Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up or 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.

### **31. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

### **32. BY-LAWS (REGULATIONS)**

#### **32.1 Executive Committee to Formulate Regulations**

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 Objects of the Association and Touch Football in the Local Area. Such By-Laws must be consistent with this Constitution and any policy directives of the Executive Committee.

#### **32.2 By-Laws Binding**

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

#### **32.3 By-Laws Deemed Applicable**

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

#### **32.4 Changes Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations/By-Laws shall be advised to Members by such means as are determined and approved by the Executive Committee from time to time. The Association shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

### **33. STATUS AND COMPLIANCE OF ASSOCIATION**

#### **33.1 Recognition of Association**

The Association is a Member of the NSWTA Sydney METS and NSW Touch Association and is recognised by those bodies as the entity responsible for the delivery of sport of Touch in the Local Area and is subject to compliance with this Constitution. Sydney METS and NSW Touch Association Constitutions shall continue to be so recognised and the

Association shall administer Touch Football in the Local Area in accordance with the Objects.

**33.2 Constitution of the Association**

This Constitution will clearly reflect the objects of the NSWTA Sydney METS and NSW Touch Association and will conform to the Constitutions of those bodies, subject always to the Act.

**33.3 Resignation from SSO**

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

**34. NOTICE**

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

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

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

**35. MEMBERS' LIABILITY**

The liability of a member of the association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by clause 10 and in Winding Up process under clause 29.

**36. 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:

- (c) 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
- (d) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.