

CONSTITUTION 2012
BLACKTOWN WORKERS SOCCER FOOTBALL CLUB INC
Amendments as Passed
2020 AGM (Special Meeting)



TABLE OF CONTENTS

Clause	Heading
1.	NAME OF CLUB/CLUB COLOURS/AWARDS
2.	DEFINITIONS AND INTERPRETATION
3.	OBJECTS OF THE CLUB
4.	POWERS OF THE CLUB
5.	MEMBERS
6.	MEMBERSHIP APPLICATION
7.	REGISTER OF MEMBERS
8.	EFFECT OF MEMBERSHIP
9.	DISCONTINUANCE OF MEMBERSHIP
10.	DISCIPLINE
11.	SUBSCRIPTIONS AND FEES.
12.	EXISTING MANAGEMENT COMMITTEE
13.	POWERS OF THE MANAGEMENT COMMITTEE
14.	COMPOSITION OF THE MANAGEMENT COMMITTEE
15.	ELECTED MANAGEMENT COMMITTEE
16.	APPOINTED MANAGEMENT COMMITTEE
17.	VACANCIES ON THE MANAGEMENT COMMITTEE
18.	MEETINGS OF THE MANAGEMENT COMMITTEE
19.	DELEGATIONS.
20.	SEAL
21.	ANNUAL GENERAL MEETING
22.	SPECIAL GENERAL MEETINGS
23.	NOTICE OF GENERAL MEETING
24.	BUSINESS
25.	NOTICES OF MOTION
26.	PROCEEDINGS AT GENERAL MEETINGS
27.	VOTING AT GENERAL MEETINGS
28.	GRIEVANCE PROCEDURE
29.	RECORDS AND ACCOUNTS
30.	AUDITOR
31.	INCOME
32.	WINDING UP
33.	DISTRIBUTION OF PROPERTY ON WINDING UP
34.	ALTERATION OF CONSTITUTION
35.	RULES AND REGULATIONS
36.	STATUS AND COMPLIANCE OF CLUB
37.	NOTICE
38.	INDEMNITY
39.	DUTIES & FUNCTIONS OF OFFICIALS & ELECTED MEMBERS
40.	CLUB GRADING COMMITTEE
41.	TEAM COACH
42.	TEAM MANAGER
43.	TEAM OFFICIAL

ASSOCIATIONS INCORPORATION ACT 2009 (NSW) CONSTITUTION
[Blacktown Workers Soccer Football Club] INCORPORATED

1. NAME AND LOCATION OF CLUB, CLUB COLOURS AND AWARDS

1.1 Club Name and Location

- a) The name of the Club is (Blacktown Workers Soccer Football Club) Incorporated
- b) The club is to play under the name of Workers FC
- c) The Headquarters of the Club shall be the H.E Laybutt Sporting Complex and where practical all meeting shall be held therein.
- d) The home ground shall be the H.E. Laybutt Sporting Complex, Walters rd. Arndell Park, or any other ground that the MC may find necessary to use.

1.2 The Club Colours

- (a) Shirts:** Black and White any combination with optional red trim and all shirts to have the Club Shield Logo incl the establishment date of 1968 and the Workers FC Logo as per the mother club logo.
- (b) Socks:** Black and White any combination with optional Red trim
- (c) Shorts:** Black and White any combination with optional Red trim
- (d) Alternate Colours:** Red, White and Black any combination of the two with optional trim in alternative colour to the combination. Example: Red and White with Black trim
- (e) Sponsor logos and uniforms for charity fundraising will be exempt from clause 1**

1.3 All shirts

- a) All shirts for all teams will be numbered as per the competition rules and regulations for which the club is entered.
- b) Player names on shirts will only be allowed if there is no Sponsor on rear of shirts and only if approved by the MC.

1.4 Awards

- a) Club Person of five (5) years' continuous service receive a certificate on future Presentation days.
- b) Club Person of ten (10) years' continuous service receive certificate and a suitable plaque on future presentation days.
- c) Club Person of fifteen (15) years' continuous service receive a certificate and suitable plaque on future presentation days.
- d) Club Person of twenty (20) Years continuous service receive a certificate and suitable plaque and Jacket on future presentation days.

- e) Club Person of twenty-five (25) Years' service and then increments of five years (5) thereafter shall receive a gift as so determined by the MC.
- f) Service to the club by a person shall be determined by a person who is a volunteer, coach, manager, referee, committee member or any person in any official position as so determined at the discretion of the MC.
- g) Any player or life member from the club who gives service to the referee's branch in their first full year of service shall be presented with a suitably engraved pen of good quality in recognition of their achievement on future presentation days.
- h) A member's continuous service for the club shall cease (and marked so in the club registry) unless continuous year on year participation in playing/coaching/managing/committee for the club continues year on year without any gaps or breaks, the member must be registered and be financial by the 30th of June each calendar.
- i) Consideration for postponing continuous service and will be reviewed by the MC for the reasons listed below under reasons for consideration, but once a 60-month absence has been reached then continuous service will cease and any re-registration with the club will resume at year one.
 - I. Injuries sustained whilst playing for the club
 - II. Playing at a representative level higher than what the club can offer.
 - III. Any absence from the club playing for another club due to a position not being available on a team for 1 year only.
 - IV. Any Postponement of continuous service for Coaches/Managers and Committee members will be at the discretion of the MC.
 - V. Any absence from the club due to Paternity leave and or professional voluntary services, (such as Voluntary RFS or SES, or temporary work placement), that require a significant absence from the club will also be considered.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

- "Act" means the Associations Incorporation Act 2009 (NSW).
- "Constitution" means this Constitution of the Club.
- "General Meeting" means the annual or any special general or general committee meeting of the Club.
- 'Individual Member?' means a registered, financial Member of the Club 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 in New South Wales.
- "Junior Member?" means a registered Member of the Club who is younger than 18 years of age.
- "Life Member?" means an Individual appointed as a Life Member of the Club under clause 5.2.
- "Local area?" means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for Football of which the Club is a Member.
- "Management Committee?" means the body managing the Club and consisting of the management Committee Members.

- “Management Committee Member” means a Member of the Management Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Committee Member.
- “Member?” means a Member of the Club for the time being under clause 5.
- “NSO?” means the National Sporting Organisation being Football Federation Australia
- “Objects?” means the Objects of the Club in clause 3.
- “Public Officer?” means the person appointed to be the public officer of the Association in accordance with the Act.
- “Register?” means a register of Members kept and maintained in accordance with clause 7.
- “RSO?” means the Regional Sporting Organisation being Blacktown Districts Soccer Football Association Incorporated
- „Seal?” means the common Seal of [Blacktown Workers Soccer Football Club Incorporated] (if any).
- “Special Resolution?” means a Special Resolution defined in the Act.
- “SSO?” means the State Sport Organisation being Football NSW

2.2 Interpretation In this Constitution:

- a) a reference to a function includes a reference to a power, authority and duty.
- b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
- c) words importing the singular include the plural and vice versa.
- d) words importing any gender include the other gender.
- e) references to persons include corporations and bodies politics.
- 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 a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE CLUB

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

- a) Conduct, encourage, promote, advance and administer Football throughout the local area.
- b) Act, at all times, on behalf of and in the interest of the Members and Football in the local area.
- c) Affiliate and otherwise liaise with the Blacktown Workers Club Group Limited, SO, SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects.
- d) Abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Football and related activities in New South Wales.
- e) Advance the operations and activities of the Club throughout the local area.
- f) Have regard to the public interest in its operations.
- g) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

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

5. MEMBERS

5.1 Categories of Members ®

The Members of the Club shall consist of:

- (a) Teams, which subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings.
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings and shall have voting rights.
- (c) Individual Members, Affiliate Members and the Committee who shall have the right to be present at General meetings and shall have rights to debate or to vote at General Meetings.

- (d) The MC may establish such new or other categories of Members with any new category of Member established by the MC they cannot be granted voting rights without the approval of the MC in General Meetings.
- (e) "Sponsor Members of the club whose membership fees have been paid by sponsorship or by the club itself will have no debating or voting rights at AGM's, SGM's or any club General meetings.
- (f) Members who pay a retainer fee will be classed as a Sponsor Member.

5.2 Life Members

- a) Consideration for Life Membership is open to nominations from Financial club members only of the Blacktown Workers Soccer Football Club Inc and must be lodged in writing to the club Secretary using the Nomination for Life Membership application form.
- b) Nominations are only reviewed by the Club Committee twice yearly in April and October.
- c) The nomination form must be completed by the nominator providing evidence of exceptional, loyal and outstanding service and contribution that has provided a measurable benefit to the club over an extended period.
- d) The nomination must be seconded by 2 other financial members of the club who must each also provide a statement of support for the nominee.
- e) Once a nomination has been received, the Club secretary shall call a special meeting of the current club committee members, ensuring enough time for the nominator to gather any relevant information asked of them from the club secretary.
- f) At the special meeting the club committee shall decide by Ballot Vote if the nominee is worthy of Life membership, they will do this by being heavily critical in their appraisal of service to the club reviewing such areas (but not limited to) of Playing, Coaching, Administration and any form of outstanding loyal contribution to the club as deemed appropriate by the club committee with an overall emphasis to be on quality of service, the committee may also apply this Criteria to Posthumous applications for life membership.
- g) Life membership approval may only be voted on by a minimum of eight Committee Members with a minimum of 75% agreeing and approving the nomination and given the importance of the decision, Committee Members are not allowed to abstain from voting unless the committee deem there to be a conflict of interest such as family.
- h) If Life Membership is approved by the club committee then the confirmation of this approval will be passed onto a life membership subcommittee for endorsement.
- i) The Life membership Subcommittee will be nominated by the club committee only and be made up of either (3) three Life Members and (2) two club management committee members or (2) life members and (1) management committee member.
- j) The subcommittee must meet and decide to endorse or not endorse the approved nomination for life membership within 21 days of receiving the notice from the club secretary.
- k) In the event that 21 days elapse without receiving correspondence back from the subcommittee to the club secretary from the first date of notification to the subcommittee of said nomination for life membership it will be deemed the subcommittee have endorsed the life membership by default.
- l) If endorsement is not agreed upon by the subcommittee a subcommittee representative who is not a member of the club committee will provide the reasons why in writing to the club secretary within 14 days of the decision being made.
- m) The Club committee will have the final say on approving Life membership and once a final decision is made there will be no further correspondence entered.
- n) If Life Membership is approved the club secretary will inform the nominee in writing asking them to accept or reject the club's resolution to confer life membership upon

them, only upon written acceptance will the nominee's details be entered into the club register and from the time of entry that person shall be a life member.

- o) The recipient of a Life Membership award will receive a life membership badge, Plaque and club jacket at the club's when the club Committee sees fit but must be before the next end of season function.
- p) All life members receive invites to all club end of year functions and or special presentations/events their name will appear in the Annual Report and if in place will be engraved on the club honorarium board.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- a) in writing on the form prescribed from time to time by the Management Committee (if any), from the applicant or its nominated representative and lodged with the Club; and Accompanied by the appropriate fee (if any).
- b) All members over the age of Eighteen (18) must be members of the Blacktown Workers Club Group limited.
- c) All members under the age of Eighteen (18) their parent or guardian must be a member of the Blacktown Workers Club Group limited.

6.2 Discretion to Accept or Reject Application

- a) The Club may accept or reject an application whether the applicant has complied with the requirements in clause 6.1 or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- b) Where the Club accepts an application, the applicant shall become a Member.
- c) Membership shall be deemed to commence upon acceptance of the application by the Club the Register shall be amended accordingly as soon as practicable.
- d) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

6.3 Renewal

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

6.4 Deemed Membership

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

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

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

- (a) the full name, address and date of entry of each Member and where applicable, the date of termination of membership of any Member.
- (b) Members shall provide notice of any change and required details to the Club within one month of such change.

7.2 Inspection of Register

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

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) They shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Management Committee or other entity with delegated authority.
- (c) By submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, Blacktown Workers Club Group Limited, RSO, SSO and NSO.
- (d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football and they are entitled to all benefits, advantages, privileges and services of Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

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

9.2 Discontinuance for Breach

- a) Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Management Committee or any duly authorised committee.

b) Membership shall not be discontinued by the Management Committee under clause 9.2(a) without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

c) Where a Member fails, in the Management Committee's view to adequately explain the breach, that Member's membership shall be discontinued under clause 9.2(a) by the Club giving written notice of the discontinuance to the Member.

d) The Register shall be amended to reflect any discontinuance of membership under this clause 9.2 as soon as practicable.

9.3 Member to Re-Apply

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

(a) Must seek renewal or re-apply for membership in accordance with this Constitution; and

(b) May be re-admitted at the discretion of the Management Committee.

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Refund of Membership Fees

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

(a) Membership fees are not transferable.

10. DISCIPLINE

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

a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Management Committee or any duly authorised committee acted in a manner unbecoming of a Person, or prejudicial to the purposes and interests of the Club and/or Football; or

b) Brought the Club, any other Person or Football into disrepute.

c) That Person will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.

d) The Management Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES.

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

12. EXISTING MANAGEMENT COMMITTEE

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

13. POWERS OF THE MANAGEMENT COMMITTEE

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

13.1 Funds management

Subject to any resolution being passed by the club in general meeting, the funds of the club are to be used in pursuance of the objects of the club in such manner as the committee determines. The Hon. Treasurer and one (1) of the following officials -President, or Hon. Secretary shall sign all cheques issued by the club. No two (2) members or De-facto of the same family can sign the same cheque.

14. COMPOSITION OF THE MANAGEMENT COMMITTEE

14.1 Composition of the Management and Elected Committee

- a) Elected Management Committee who must all be Members of the club and who shall be elected under clause 15; and shall hold office from the AGM at which they are appointed for a maximum period of two (2) years following the date of the members election but are eligible for re-election.
- b) Up to two appointed Management Committee who need not be Members and who may be appointed by the Management Committee in accordance with clause 16.
- c) The Management Committee shall be comprised of the following elected positions
 - (1) President (elected for the even year)
 - (2) Vice President (elected for the odd year)
 - (3) Hon. Secretary (elected for the odd year)
 - (4) Hon. Treasurer (elected for the even year)
 - (5) Hon. Competition Secretary (elected for the even year)

(6) Hon. Registrar (elected for the odd year)

14.2 The Elected Committee shall comprise:

Up to six (6) elected committee (half for the even year and the other half for the odd).

14.3 Election and Appointment of Management and Elected Committee

(a) The elected Management Committee and Elected Committee shall be elected under clause 15.

(b) The appointed Management Committee and Elected Committee may be appointed under clause 16.

14.4 Portfolios

The Management Committee may allocate portfolios to Management Committee.

15. ELECTED MANAGEMENT COMMITTEE

15.1 Election of Management Committee

a) A nomination form listing the positions of Office open for election shall be posted on the club's notice board at least fourteen (14) days prior to the A.G.M.

b) No persons other than financial members shall be eligible to nominate for or be elected to any position on the M.C. of the club.

c) No persons other than financial members shall be eligible to vote for any nominations.

d) If the full number of candidates is not nominated for, any position as prescribed, additional nominations may only be taken from the floor for those positions still vacant.

e) Where an application has been received by the Hon. Secretary for a position, consent must be sought by said nominees to open that position to the floor and only then can additional nominees for that position be sought.

15.2 Nomination for Management Committee

a) Nominations for elected Management Committee Positions shall be called for Fourteen (14) days prior to the Annual General Meeting.

b) When calling for nominations, details of any necessary qualifications and job descriptions for the positions shall also be provided.

c) Qualifications and job descriptions shall be determined by the Management Committee from time to time.

d) Nominees for elected Committee Member Positions must declare any position they hold in an NSO, SSO or RSO.

e) Nominated persons must declare any potential conflict of interest pursuant to any clauses of the constitution, by laws and rules/regulations of the club.

15.3 Form of Nomination

Nominations must be:

- a) In writing. On the prescribed form (if any) provided for that purpose.
- b) Signed by two Individual Members.
- c) Certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- d) Must be in the hands of the Secretary not less than seven (7) days before the date fixed for the annual general meeting

15.4 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 Management 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 Management Committee, or if a person is not approved by the majority of Members under clause 15.3(a), the positions will be deemed casual vacancies under clause 17.1.
- c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Management Committee.
- d) Voting shall be conducted in such a manner and by such a method as determined by the Management Committee from time to time.

15.5 Term of Appointment for Elected Management Committee

- a) Management Committee elected under clause 15 shall be elected for a term of two years.
- b) Subject to provisions in this Constitution relating to early retirement or removal of Management Committee, elected Management Committee shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following.
- c) Half the elected Management Committee shall retire in each odd year and half the elected Management Committee shall retire in each even year until, after two (2) years the original elected Management Committee have retired after which those elected Management Committee (or their replacements) who first retired, shall retire and so on.
- d) The sequence of retirements under clause 15.4(b) to ensure rotational terms shall be determined by the Management Committee.
- e) If the Management Committee cannot agree it will be determined by lot.

16. APPOINTED MANAGEMENT COMMITTEE

16.1 Appointment of Management Committee

- a) The elected Management Committee may appoint up to two (2) appointed Management Committee.

16.2 Qualifications for Appointed Management Committee

- a) The appointed Management Committee may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Management Committee composition.
- b) They do not need to be Members.

16.3 Term of Appointment

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

17. VACANCIES ON THE MANAGEMENT COMMITTEE

17.1 Casual Vacancies

- a) Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Management Committee from among appropriately qualified persons.
Any casual vacancy may only be filled for the remainder of the Committee Member's term under this Constitution.

17.2 Grounds for Termination of Committee Member

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

- 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 office in writing to the Club Secretary and other than for Family, Work or illness the member cannot stand for any committee positions for 3 years after the current season has completed.
- e) Is absent without the consent of the Management Committee for three (3) consecutive meetings without apology.
- f) Holds any office of employment with the Club without the approval of the Management Committee
- g) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest in the opinion of the Management Committee (but subject always to this Constitution):

- h) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
- i) Has brought the Club into disrepute Is removed by Special Resolution; or Would otherwise be prohibited from being a Committee Member of a corporation under the Corporations Act 2001 (Cth.).

17.3 Management Committee May Act

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

18. MEETINGS OF THE MANAGEMENT COMMITTEE

18.1 Management Committee to Meet

- a) The Management Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act).
- b) Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit.
- c) A Committee Member may at any time convene a meeting of the Management Committee within reasonable time.
- d) Management Committee Meetings procedure at all meetings the business shall be conducted as follows: -
 - d).2 Apologies.
 - d).3 Reading and confirmation of the minutes of the previous meeting.
 - d).4 Business arising out of the previous meeting.
 - d).5 Correspondence inward and outward.
 - d).6 Accounts and receipts passed for payment.
 - d).7 Financial Statement.
 - d).8 Reports if any.
 - d).9 Notice of Motion.
 - d).10 General Business
 - d).11 A quorum shall consist of six (6) members.
 - d).12 Voting shall be compulsory in all matters unless a M.C. member is connected with a team in dispute or protest. They shall sit on the committee but have no power to vote on the matter in question.
 - d).13 The MC. Shall have power to co-opt any person to the M.C.M.
 - d).14 Voting to be a ballot if requested by a majority of members.
 - d).15 The Chairperson shall have a casting vote only.
 - d).16 Any member of the M.C. who fails to attend three (3) consecutive meetings without the approval of the executive the chairperson shall declare the Office vacant and the vacancy shall be filled at the next G.M.
 - d).17 Rules of debate shall apply to all M.C.M.s.
 - d).18 All meetings shall close at 10:00pm, with a thirty (30) minute extension to be granted before the meeting warrants such an extension.
 - d).19 Vote by majority of members present.

18.2 Decisions of Management Committee

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

18.3 Resolutions Not in Meeting

- a) A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Management Committee for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Management Committee.
- b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one or more of the Management Committee 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.
- c) Notice of the meeting is given to all the Management Committee entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee or this Constitution. The notice will specify that Management Committee are not required to be present in person.
- d) If a failure in communications prevents clause 18.3(c) from being satisfied by the number of Management Committee which constitutes a quorum, and none of such Management Committee 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 18.3(c) 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.
- e) Any meeting held where one or more of the Management Committee is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is their present. If no Committee Member is their present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 Quorum

At meetings of the Management Committee the number of Management Committee whose presence is required to constitute a quorum is half the total number plus 1.

18.5 Notice of Management Committee Meetings

Unless all Management Committee agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than 48 hours' notice of the meeting of the Management Committee shall be given to each Committee Member.

18.6 Chairperson

- a) The Management Committee shall appoint a chairperson from among its number.
- b) The chairperson shall be the nominal head of the Club and will act as chair of any Management Committee meeting or General Meeting at which they are present.
- c) If the chairperson is not present, or is unwilling or unable to preside at a Management Committee meeting the remaining Management Committee shall appoint another Committee Member to preside as chair for that meeting only.

18.7 Conflict of Interest

- a) A Committee Member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
- b) He/She shall, unless otherwise determined by the Management Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters.
- c) If the Committee Member casts a vote, the vote shall not be counted.
- d) In the event of any uncertainty as to whether it is necessary for a Committee Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee. If this is not possible, the matter shall be adjourned or deferred.

18.8 Disclosure of Interests

- a) The nature of the interest of a Committee Member must be declared at the meeting of the Management 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 Management Committee at the next meeting of the Management Committee.
- b) If a Committee Member 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 Management Committee held after the Committee Member becomes interested.
- c) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

18.9 General Disclosure

A general notice stating that a Committee Member is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under clause 18.8. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any

particular transaction with that firm or company.

18.10 Recording Disclosures[®]

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with clauses 18.7, 18.8 and/or 18.9 must be recorded in the minutes of the relevant meeting.

19. DELEGATIONS.

19.1 Management Committee May Delegate Functions

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

19.2 Delegation by Instrument

- a) In the establishing instrument, the Management Committee may delegate such functions as are specified in the instrument, other than: this power of delegation; and
- b) A function imposed on the Management Committee or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

- a) 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 Management Committee under clause 18.
- b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Management Committee with details of all material decisions.
- c) The entity shall also provide any other reports, minutes and information required by the Management Committee.

19.5 Delegation May Be Conditional

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

19.6 Revocation of Delegation

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

20. SEAL

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

21. ANNUAL GENERAL MEETING

- a) The Club's annual general meeting shall be held in accordance with the Act and this Constitution and it should be held on a date and at a venue determined by the Management Committee.
- b) All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with this Constitution.
- c) The AGM shall be held after presentation day(s) each year and at least seven (7) days' notice shall be given to members.
- d) The quorum for the A.G.M. shall be 1 financial member greater than office bearers including the M.C. If there are insufficient members to form a quorum fifteen (15) minutes after the time set down for the meeting, the meeting shall be abandoned, and a further meeting called for the following week, same place, same time and the members present shall constitute a quorum.
- e) Notice of motion for the A.G.M. shall be presented in writing and signed by the proposer and shall be in hands of the Hon. Secretary not less than seven (7) days prior to such meeting.
- f) Should the proposer of any notice not be in attendance at the A.G.M, that notice of motion shall lapse.
- g) The business to be translated shall be:-
 - 1) Apologies.
 - 2) Minutes of previous AGM.
 - 3) Presentation of President's and Financial report.
 - 4) Business of which Notices of Motion have been received by the Hon. Secretary.
 - 5) Declare all positions vacant.
 - 6) The returning officer elected prior to the A.G.M. shall call for two (2) scrutineers to assist him/her with the election.

- 7) Election of M.C.
- 8) General business.

h) At the AGM the accepted Rules of Debate shall apply.

- The Chairperson will preserve order and rule on all points of order.
- Decide priority of speakers catch their eye.
- All speakers shall address the chair at all times.
- No speaker shall interrupt another whilst they are speaking.
- Each member shall be allowed three (3) minutes (subject to extension by the Chairperson) and mover for the motion, three (3) minutes in reply.
- No member shall speak more than once on a question, unless by way of a personal explanation.
- On a point of order being raised, the speaker so interrupted shall take their seat until the point has been determined by the Chairperson, who will rule and while
- the ruling is being taken, the objector shall sit down.
- The speaker will then resume their speech, subject to the ruling.
- Should there be any dissent against the ruling, the reason shall be expressed, and a vote taken without discussion.
- Every motion and amendment shall have a seconder before being taken in consideration.
- When an amendment is taken on a motion, no second amendment shall be taken until the first is disposed of. If that amendment is carried, it shall be put as the original motion and no amendment may be submitted to the meeting at any one time.
- The motion to pass on to the next business shall have priority over all other amendments and if this is carried the meeting shall at once proceed to the consideration of the next business.
- Discussion shall cease if the motion "That the question now be put" is carried by two-thirds majority with the mover of the first motion having had the right to reply.
- At an adjournment debate, the mover of the adjournment shall be heard first.
- In the case of discord arising, the Chairperson shall have the power to adjourn the meeting to a date the Chairperson shall fix and then by leaving the chair shall terminate business.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

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

22.2 Requisition of Special General Meetings

- a) To deal with revisions, alterations and/or amendments to the constitution.
- b) To deal with any matter of any urgent nature which cannot be held over until the M.C.M. and G.M.
- c) To deal with any written notice of motions involving amendments, alterations or recession of any resolution of M.C.M. or G.M.
- d) S.G.Ms shall be convened as follows:-
 - 1d) By resolution carried at a M.C.M. or G.M.
 - 2d) By a decision of the majority of the Executive Committee.

- 3d) By request of the President of the club.
 - 4d) By request to the Hon. Secretary in writing, signed by no less than five (5) financial members such application to state in full their reason for requesting a S.G.M.
 - 5d) All requests given to the Hon. Secretary must be made in sufficient time; giving the Hon. Secretary seven (7) days clear to notify the financial members of such meeting.
 - 6d) Quorum for the S.G.M. shall be the same as for the A.G.M. No notice of motion shall be discussed if the proposer of such motion is not in attendance at the meeting and the motion shall lapse.
-
- e) Order of business shall be as follows:-
 - i. Apologies.
 - ii. Notice of Motion.
 - iii. Close.
 - f) Any amendment or alteration to the Constitution or By-Law once submitted and defeated cannot be submitted again in the same year.
 - g) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
 - h) If the Management Committee does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.
 - i) 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 Management Committee.

23. NOTICE OF GENERAL MEETING

- a) Notice of every General Meeting shall be given to every Life Member an Individual Member entitled to receive notice.
- b) The auditor and Management Committee shall also be entitled to receive notice of every General Meeting.
- c) This will be sent to the auditor's last known address.
- d) No other person shall be entitled, as of right, to receive notices of General Meetings.
- e) 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.
- f) At least seven (7) days' notice of a General Meeting shall 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.
- g) Notice of every general meeting shall be given in the manner authorised in clause 37.

24. BUSINESS

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

25. NOTICES OF MOTION

- a) Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting.
- b) All notices of motion must be submitted in writing to the Club no less than 14 days (excluding receiving date and meeting date) prior to the general meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

26.1 Quorum

- a) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.
- b) A quorum for General Meetings of the Club shall be 1% of Members.

26.2 Chairperson to President

- a) The chairperson of the Management Committee shall, subject to this Constitution, preside as chair at every general meeting except in relation to any election for which the chairperson is a nominee
- b) Where a conflict of interest exists.
- c) If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another Committee Member to preside as chairperson for that meeting only.

26.3 Adjournment of Meeting

- a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson.
- b) 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.

- c) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- d) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- e) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- f) Except as provided in clause 26.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

26.4 Voting Procedure

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

- a) The chairperson; or
- b) A simple majority of the Members.

26.5 Recording of Determinations

Unless a poll is demanded under clause 26.4, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

26.6 Where Poll Demanded

If a poll is duly demanded under clause 26.4 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

27. VOTING AT GENERAL MEETINGS

27.1 Members Entitled to Vote

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

27.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

27.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

27.4 Postal Voting

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

28. GRIEVANCE PROCEDURE

- a) The grievance procedure set out in this rule applies to disputes under these rules between a Person and another Person or The Club.
- b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within seven (7) days, refer the dispute for resolution to an independent tribunal established by the RSO in accordance with the procedures determined by the RSO from time to time.
- d) The Management Committee may prescribe additional grievance procedures in the Regulations consistent with this clause.

29. RECORDS AND ACCOUNTS

29.1 Records

- a) The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Management Committee).
- b) It shall produce these as appropriate at each Management Committee or general meeting.

29.2 Records Kept in Accordance with the Act

- a) Proper accounting and other records shall be kept in accordance with the Act.
- b) The books of account shall be kept in the care and control of the Treasurer.
- c) A copy of the accounts shall be submitted to the secretary for noting and recording.

29.3 Management Committee to Submit Accounts

The Management Committee shall submit the Club's statements of account to the Members at the annual general meeting in accordance with this Constitution and the Act.

29.4 Accounts Conclusive

The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

29.5 Accounts to be sent to Members

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

29.6 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Management Committee or in such other manner as the Management Committee determines.

30. AUDITOR

- a) A properly qualified auditor or auditors shall be appointed by the Club in a general meeting.
- b) The auditor's duties shall be regulated in accordance with the Act.
- c) If no relevant provisions exist under the Act the duties shall be regulated in accordance with the Corporations Act 2001 (Cath.) and generally accepted principles and/or any applicable code of conduct.
- d) The auditor may be removed by the Club in a general meeting.
- e) The accounts of the Club shall be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

31. INCOME

31.1 Income and property of the Association

- a) Shall be derived from such sources as the Management Committee determines from time to time.

31.2 The income and property of the Club

- a) Shall be applied solely towards the promotion of the Objects except as prescribed in this Constitution or the Act.
- b) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member.
- c) No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

31.3 Payment in good faith of or to any Member can be made for

- a) any services actually rendered to the Club whether as an employee, Committee Member or otherwise.
- b) Goods supplied to the Club 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 Club.
- c) Any out of pocket expenses by a financial member of the club at an official or invited function endorsed by the club.
- d) the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

32. WINDING UP

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

33. DISTRIBUTION OF PROPERTY ON WINDING UP

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

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. RULES and REGULATIONS

35.1 Management Committee to Formulate Rules and Regulations

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

35.2 Rules and Regulations Binding

All Rules and Regulations are binding on the Club and all Members.

35.3 Rules and Regulations Deemed Applicable

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

35.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Management Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

36. STATUS AND COMPLIANCE OF CLUB

36.1 Recognition of Club

The Club is a Member of the regional and/or state bodies for Football and is recognised by those bodies as the entity responsible for the delivery of Football in the local area and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer Football in the local area in accordance with the Objects.

36.2 Constitution of the Club

This Constitution will clearly reflect the Objects of the region and state bodies for Football and will conform to the Constitutions of those bodies, subject always to the Act.

36.3 Region and SSO

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

37. NOTICE

- a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice.
- b) The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address, or on the Clubs' official web site. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.
- c) Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting the notice.
- d) Service of the notice is deemed to have been affected three days after posting.
- e) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be affected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- f) 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.

38. INDEMNITY

- a) Every Committee Member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- b) The Club shall indemnify its Management Committee and employees against all damages and losses (including legal costs) for which any such Committee Member 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 Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or In the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

38.1 Insurance

The club may affect and maintain insurance.

39. DUTIES & FUNCTIONS OF OFFICIALS & ELECTED MEMBERS

(a) PRESIDENT:

Shall be the chairperson at all meetings of the club and shall conduct such meetings in conjunction with the clubs' constitution rules and/or bylaws in force from time to time. He/She shall exercise a general supervision over the business and conduct of the club and shall have a casting vote only at all meetings at which they are Chairperson. He/She shall sign all minutes at which they chair and have the power to convene special meetings of the club or committee. He/She may also acknowledge the minutes electronically. He/She shall have the power to admit visitors to any meeting. Shall be an Executive Officer of the club and shall be an ex-officio member of all meetings or any committee or sub-committee raised or operating on behalf of the club.

(b) VICE PRESIDENT:

Shall in the absence of the president act on his/her behalf under the procedure laid down under paragraph (a) for president. He/She shall be chairperson of the P & D.C. and be an Executive officer of the club and also be an ex-officio member of all meetings or any committee or Sub-committee raised or operating on behalf of the club.

(c) HON SECRETARY:

Shall attend to all the general business of the club; notify members of forthcoming meetings in accordance with the rules of the club. Shall receive all correspondence and accounts on behalf of the club and keep a record of all business transacted at all meetings of the club, shall be responsible that all minutes are true and accurate, records and keep an accurate record of all financial members of the club. Shall be one of the club's delegates to the BDSFA G.M's be an executive officer of the club and shall be an ex-officio member at all meetings of the committees or sub-committees raised or operating on behalf of the club.

(d) HON TREASURER:

Shall be responsible for the receiving and banking of all monies received for and by the club from any source whatsoever. Shall have in charge the club bank books, deposit books, cheque books and hold the official stamp. Shall maintain correct and accurate records of all financial transactions inward and outward made or carried out by the club. At the A.G.M. shall present an audited financial statement and shall at each A.G.M., H.Y.G,M, or if required S.G.M. produce all books relating to the club or on demand by the M.C. Shall be an executive officer of the club and shall be an ex-officio member of all committees and sub-committees raised or operating on behalf of the club.

(e) HON COMPETITION SECRETARY:

Shall advise team managers of time and place of all competition matches. The weekend fixtures to be displayed on the notice boards and committee room on fields. If any alterations after posting of draw, managers to be notified verbally. Shall receive and check all team sheets of home competition games and deliver same to B.D.S.F.A. Inc secretary or his/her representative as specified by the controlling body. Shall liason with the association P.&D.C. chairperson in regard to send offs. Shall be an executive officer of the club and shall be an ex-officio member of all committees and sub -committees raised or operating on behalf of the club.

(f) REGISTRAR:

Shall be responsible to ensure that all players are fully registered with association. Shall after registration days nominate times that players can register. Shall keep up-to-date and accurate records of all registered players of the club. Shall present on demand by the M.C. or any G.M. all such records

40. CLUB GRADING COMMITTEE

40.1 The aim of the Grading Committee

- a) to ensure grading of teams is conducted fairly and effectively, and in the best interests of the Club and players.
- b) Grading is the process of Establishing the number and composition of Blacktown Workers Soccer Football Club (BWSFC) teams to compete in the Blacktown & Districts Soccer Football Association (BDSFA) competition.
- c) Grading is influenced by the number and ages of players registered with BWSFC.
- d) Grading will aim to achieve teams that have a balanced group of players in playing positions and ability levels.
- e) It will also aim to ensure that the greatest number of interested players are able to compete with the Club.

40.2 Under 5 to Under 9

Players will be placed in teams within their age group and will not be graded.

40.3 Under 10 to Under 20

BWSFC will grade all players in all U9 to U18 age groups based on their ability. This will ensure that players are playing at a level appropriate to their skill level and age.

40.4 Seniors

It is anticipated that the majority of senior teams will be registered as an entity. If, however, there are players who do not have a team, players will be placed into teams based on ability, age or numbers. If required, a grading session will be conducted to evaluate new senior player's ability and to determine appropriate team level.

40.5 Grading Co-ordinator

The Grading Co-ordinator is a non-executive position appointed by the current Executive. The role of the Grading Co-ordinator is to manage a Committee to grade the players who will be playing in the U/9 to U/18 age divisions.

40.6 Grading Committee

- a) The Grading Committee will consist of the Grading Co-ordinator and two other graders.
- b) When a child of a Grader presents for grading or any other conflict of interest, that Grader shall stand down for that session.
- c) A substitute Grader will be used if the above situation arises.
- d) The Coach will not be on the Grading Committee.
- e) The Grading Committee must consult with the team coach on the final makeup of the team.

40.7 The Grading Process

- a) The grading process is carried out by the Grading Committee and contains three major components.
- b) Previous Season Coaches' Reports – Coaches at the end of each season are required to complete a report detailing player position preference; strengths and weaknesses; general ability and attitude.
- c) Previous Season Observations (if available), During the latter half of the previous season the Grading Committee will observe, if possible, all age graded teams playing games in which they are able to see players in a real game situation.
- d) Male and Female Elite Football squads are not graded
- e) Trials and selection process will commence at the discretion of the management committee.

40.8 Grading Days

Following registration, all registered players are required to attend grading days, where each age group will be assessed in general game play. It will include assessment of skills such as: catching, throwing, footwork, shooting, defending skills, attacking skills fitness, ability to read the play, willingness to play their best in any position, commitment, consistency and teamwork.

- a) All players must be registered before attending grading days.

- b) Players should attend the nominated grading days although we understand that some people may not be able to do this due to circumstances out of their control.
- c) If a player is unable to attend either of the grading days, the player or parent/guardian must notify the Grading Co-ordinator, prior to grading.
- d) We wish to emphasise that grading is one of the most essential components in preparing for a successful season and players should be aware that it is to their advantage to be seen by our Graders as much as possible.

40.9 Special Requests

- a) The Grading Committee and Executive will aim to achieve the best mix of teams to represent our Club.
- b) Players will not normally be selected for teams for which they are ineligible (ie. higher aged or lower graded teams) however, players may be placed in those teams if appropriate or numbers require and with the agreement of the player/player's parents.
- c) While the Grading Committee and Executive will consider requests for special placements received before grading, we encourage players to accept their teams and make new friends.
- d) Once the season starts children usually settle in and enjoy playing football and the support of parents is greatly encouraged for this to occur smoothly.

40.10 Grading Appeals

- a) It is hoped that players and parents appreciate the difficulty of grading and accept the decision of the Club however, if any player or parent is not satisfied with their child's placement, they may submit an Appeal requesting the Executive, in consultation with the Grading Co-ordinator, to review the decision.
- b) This request must be made within 7 days of the preliminary teams being announced and be sent in writing to the Secretary.
- c) No grading appeals are to be discussed over the phone.
- d) All correspondence will be discussed at an appeals night held by the BWSFC Executive Committee.
- e) The decision of the Grading Committee and Executive will be final.
- f) When considering any special requests or appeals for a child of an Executive member, The Executive's procedures dealing with potential conflicts of interest will apply.

40.11 Late Registrations

- (a) Any players new to BWSFC who are registering late will be placed in an appropriate team based on a paper grade.
- (b) If they have requested to play in a particular team then they will only be placed there if they

are up to the standard. The Executive and Grading Co-ordinator will also consider the impact of the player on all teams.

41. TEAM COACHES

- a) Coaches shall be appointed by the M.C. After submitting an application form and shall be responsible to the M.C. for the training of their teams and shall assist and co-operate with team managers at all times.
- b) The Coach shall select the team to play in each match and shall inform the team manager of the selection.
- c) Shall appoint team captain or supervise the appointment of such a person and shall assume the duties of team manager in their absence.
- d) The Coach shall be a financial member of the soccer club. Obtain the minimum coaching Qualifications for the age group they are coaching. If a coach has no license then were possible the Club will assist in helping obtain it.

42. TEAM MANAGER

- a) Team manager shall be appointed by the M.C. on the recommendation of the team coach and shall be responsible for the good conduct of their team according to the aims of the club's Constitution and By-Laws.
- b) Shall be held responsible for all equipment issued to them on behalf of their team and keep a record of all registered players within the team.
- c) Shall record the number of games played by each player and other information required by the coach and M.C.
- d) Managers shall pay the referee fees for all games controlled by an Official and shall complete team cards and result cards issued by the Affiliated Association and the club and return these to the club's Hon. Competition Secretary and all yellow and red cards handed to offending parties' players Coach manager and others and supply in writing to the secretary and P D & C member as stated in the club's By-Laws and laid down by governing bodies.
- e) Managers shall be responsible for the erection of flags and nets before commencement of all home games and on completion of these games that all equipment is returned to the club's storeroom provided and supply a team official for the game.
- f) The manager shall be a financial member of the club

43. TEAM OFFICIALS

On game day from the ranks of the team this person will stay with the parents or where the Majority of the spectators are and not with the coach in the technical area.