

K&L GATES

**Constitution of AFL Masters WA  
(Incorporated)**

**an incorporated association**

**K&L Gates**  
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# **AFL Masters WA (Incorporated) An Incorporated Association**

## **1. Name of incorporated association**

The name of the incorporated association is AFL Masters WA (Incorporated) (the **Association**).

## **2. Definitions and interpretation**

### **2.1 Definitions**

The following definitions apply in this Constitution unless the context requires otherwise:

**Act** means the *Associations Incorporation Act 2015* (WA) and any regulations made under that statute;

**Annual General Meeting** means the Annual General Meeting of the Association referred to in clause 11.1;

**Association** means AFL Masters WA (Incorporated) registration number A0822596X;

**Board Administrator** means the person appointed as Board Administrator by the Board in accordance with clause 15.2;

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia;

**Chairman** means the person appointed to the office of Chairman of the Association from time to time, subject to clause 14.4(e);

**Commissioner** means the person designated as the Commissioner from time to time under section 153 of the Act;

**Board** means the management committee referred to in clause 14.1;

**Board Member** means a person appointed or elected to the Board from time to time;

**Certificate** means a certificate duly executed by a Member appointing a natural person as its Delegate;

**Constitution** means this constitution as amended, supplemented or replaced from time to time;

**convene** means to call together for a formal meeting;

**Delegate** means a natural person appointed by a Member in accordance with clause 8.2;

**Financial Records** includes:

- (a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;
- (b) documents of prime entry; and
- (c) working papers and other documents needed to explain:

- (i) the methods by which financial statements are prepared; and
- (ii) adjustments to be made in preparing financial statements;

**Financial Report** means a financial report of a tier 2 association or tier 3 association prepared in accordance with Part 5 of the Act and which consists of:

- (a) the Financial Statements for the relevant Financial Year;
- (b) the notes to the Financial Statements; and
- (c) the Board's declaration about the Financial Statements and notes;

**Financial Statements** means financial statements prepared in accordance with Division 3 of the Act;

**Financial Year** has the meaning given in clause 22.5;

**General Meeting** means a general meeting of the Members, and includes special General Meetings and Annual General Meetings;

**Life Member** means a natural person appointed as a life member appointed in accordance with clause 7.1;

**Member** means a club entered in the Register as an ordinary member, and does not include Life Members and Patrons;

**Membership Fee** has the meaning given in clause 8.3(a);

**Objects** means the objects of the Association as set out in clause 3(a);

**Officer** has the meaning given in section 3 of the Act;

**Ordinary Board Member** has the meaning given in clause 14.1(b);

**Patron** means a patron of the Association appointed in accordance with clause 7.2;

**poll** means voting conducted in written form (as opposed to a show of hands);

**Present** means, in connection with a meeting, a Member being present in person or by proxy or Delegate, and includes being present at a different venue from the venue at which other Members are participating in the same meeting, providing the pre-requisites for a valid meeting at different venues are observed;

**Register of Members** means the register of Members of the Association maintained in accordance with section 53 of the Act and referred to in clause 10;

**Register of Office Holders** means the register maintained in accordance with section 58 of the Act and referred to in clause 16.4;

**Representative Board Member** has the meaning given in clause 14.1(a);

**Special Resolution** has the meaning given in clause 12.3;

**tier 1 association** means an incorporated association to which section 64(1) of the Act applies;

**tier 2 association** means an incorporated association to which section 64(2) of the Act applies; and

**tier 3 association** means an incorporated association to which section 64(3) of the Act applies.

## 2.2 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (g) the word "month" means calendar month and the word "year" means 12 months;
- (h) the words "written" or "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (i) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (k) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

## 2.3 Compliance with the Act

This Constitution is subject to the Act, which overrides any clause in this Constitution that is inconsistent with or not permitted by the Act.

## 2.4 Transitional

Everything done under this Constitution continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

## 3. Objects and powers of the Association

- (a) The objects of the Association are:

- (i) to promote, develop, control, manage and encourage AFL Masters in Western Australia for players registered in an AFL Masters club;
  - (ii) to promote, control, and encourage AFL Masters matches and competitions for players aged 35 years and over in Western Australia and other States and Territories of Australia, and elsewhere; and
  - (iii) to promote good fellowship among the participants of AFL Masters in WA and elsewhere.
- (b) The Association has all the powers of an incorporated association under the Act. The Association may only use its powers to do:
- (i) anything which it considers will advance or achieve the Objects; and
  - (ii) all other things that are incidental to carrying out the Objects.

#### **4. Not for profit**

- (a) All property and income of the Association must be applied solely towards promoting the Objects, and no part of the Association's property or income may be paid or otherwise distributed, directly or indirectly to any Member, except in good faith in promoting the Objects.
- (b) A payment may be made (directly or indirectly) to a Member out of the funds of the Association only if it is authorised under clause 4(c).
- (c) A payment to a Member out of the funds of the Association is authorised if it is:
  - (i) the payment in good faith to that Member of reasonable remuneration for services provided to the Association; or reasonable compensation for goods supplied to the Association in the ordinary course of business;
  - (ii) the payment of interest on money borrowed from a Member by the Association, at a rate not exceeding the cash rate published from time to time by the Reserve Bank of Australia;
  - (iii) the payment of reasonable rent to the Member for any premises leased by the Member to the Association; or
  - (iv) the reimbursement of reasonable expenses properly incurred by a Member on behalf of the Association.

#### **5. Affiliation**

- (a) The Association is affiliated with the Western Australian Football Commission Inc (**WAFC**) or any successor body.
- (b) The WAFC is responsible for the overall development and strategic direction of football in Western Australia.
- (c) The Association may in a General Meeting determine to affiliate with or become a member of, or to accept affiliation or membership of, any competition-based organisation (including any regional or international association) having similar or like interests to the Association, subject to obtaining written approval from WAFC.



## **6. Membership of the Association**

### **6.1 Number of Members**

- (a) The minimum number of Members of the Association is 10.
- (b) The maximum number of Members is at the discretion of the Board, subject to any applicable regulatory requirements.

### **6.2 Membership classes**

- (a) The membership of the Association will consist of:
  - (i) Members; and
  - (ii) any other classes of Members as may be established by the Board from time to time in accordance with clause 6.2(c).
- (b) Life Members and Patrons are honorary positions, with the rights granted to them in this Constitution, but are not members of the Association for the purposes of the Act.
- (c) Subject to the Act, the Board may at any time create different classes of membership and determine the eligibility criteria, nomination procedure, rights and restrictions attaching to those other classes of membership.

### **6.3 Eligibility for membership**

Membership as a Member is open to incorporated AFL Masters clubs in Western Australia who support the Objects and comply with any specific eligibility criteria set by the Board from time to time.

## **7. Life Members and Patrons**

### **7.1 Life Members**

- (a) Nomination
  - (i) Any person who has provided outstanding service for at least ten years in promoting the Objects is eligible for nomination as a Life Member in accordance with this clause 7.1(a).
  - (ii) Any Member may nominate a person as a Life Member by completing a nomination form provided by the Board for that purpose and lodging it with the Chairman at least 28 days prior to any General Meeting.
  - (iii) Nominations for Life Membership must be considered at a General Meeting and will be approved if a Special Resolution is passed approving the nomination.
- (b) A Life Member will continue to hold that position once appointed unless a Special Resolution is passed removing the person as Life Member.
- (c) Life Members have the right to:
  - (i) attend any General Meetings of the Association (but do not have the right to vote); and

- (ii) be elected to the Board and any committees of the Association.

## **7.2 Patrons**

- (a) Nomination
  - (i) Any person deemed suitable by the Board to be nominated as a Patron of the Association may be nominated by the Board for appointment at a General Meeting.
  - (ii) Nominations for Patrons must be considered at a General Meeting and will be approved if a Special Resolution is passed approving the nomination.
- (b) A Patron will hold that position for the period of time specified in the Special Resolution referred to in clause 7.2(a)(ii), or if no period is specified in the Special Resolution, the period specified in a Board resolution.
- (c) The Board may invite Patrons to attend any General Meetings of the Association. Patrons do not have the right to vote.

## **8. Applying for membership**

### **8.1 Applying for membership as a Member**

- (a) Every application for membership as a Member must be:
  - (i) in a written form approved by the Board for that purpose and signed by the applicant;
  - (ii) submitted to the Board Administrator or in any other way approved by the Board; and
  - (iii) submitted by the date determined by the Board in each calendar year. Failure to submit the application by the relevant date will result in the membership application being rejected for that calendar year, unless the Board resolves otherwise. The application may be resubmitted in the following year.
- (b) The Board will consider membership applications and in its absolute discretion may approve or reject an application, without giving reasons. The Board must inform applicants of the outcome of their application within a reasonable period.
- (c) If the Board approves the membership application, the Board will
  - (i) notify the applicant and request payment of the Membership Fee; and
  - (ii) within 28 days after the club becomes a Member, enter the Member's name in the Register.
- (d) An applicant whose membership application has been approved will not become a Member until:
  - (i) the Association has received payment of the required Membership Fee; and
  - (ii) the applicant's details are entered in the Register in accordance with clause 10.1.

## 8.2 Delegates

- (a) Each Member must appoint a natural person (**Delegate**) to act as its proxy at General Meetings in all matters.
- (b) A Certificate executed by the appointing Member and given to the Board Administrator is rebuttable evidence of the appointment or removal (as applicable) of a Delegate. Subject to clause 8.2(e), a Certificate must be given to the Board Administrator prior to the commencement of any General Meeting in order for the Delegate to be eligible to vote at that General Meeting.
- (c) Subject to this Constitution, a Delegate is entitled to:
  - (i) exercise at a General Meeting all the powers which its appointing Member could exercise if it were a natural person; and
  - (ii) be counted towards a quorum on the basis that the Member will be deemed Present at a General Meeting by its Delegate.
- (d) Where:
  - (i) a Delegate's appointment has been revoked; and
  - (ii) the Board has not received written notice of the revocation prior to a General Meeting,any vote given at the relevant meeting in accordance with the terms of instrument appointing the Delegate is valid.
- (e) If written notice of the appointment of a Delegate has not been received in accordance with clause 8.2(b), the Chairman of a General Meeting may allow a Delegate to vote on the condition that they subsequently establish their status as a Delegate within a period prescribed by, and to the satisfaction of, the Chairman of the General Meeting.

## 8.3 Membership Fees

- (a) The Board must determine the Membership Fees from time to time applicable to each Member, including (but not limited to):
  - (i) a bond; and
  - (ii) an annual, half yearly, quarterly or monthly subscription fee.
- (b) The Board may in its absolute discretion waive all or part of a Membership Fee payable by any particular Member.
- (c) Membership Fees are payable in advance by the date directed by the Board from time to time.
- (d) If any amount owing under this clause 8.2 remains unpaid for a period of 30 days after it falls due, the Board Administrator will send a notice to the Member requiring payment of the outstanding amount within 30 days of the date of the notice.
- (e) If the amount is not paid within this 30 day period then the Member will at the end of the period automatically and without further notice cease to be a Member, unless the Board resolves otherwise.

- (f) The Board may, in its absolute discretion, reinstate the Member on payment of all arrears of amounts owing.

#### **8.4 Membership obligations and rights**

- (a) Every Member undertakes to:
  - (i) comply with this Constitution and any By-laws, policies or standards of the Association in force from time to time; and
  - (ii) promote the Objects, interests and standing of the Association.
- (b) Members have all the rights provided to them under this Constitution, including (but not limited to) the right to:
  - (i) receive notices from the Association;
  - (ii) attend, request the convening of and vote at all General Meetings of the Association; and
  - (iii) have the Member's own financial members elected to the Board and any committees of the Association.

#### **8.5 Liability of Members**

- (a) The liability of Members is limited to payment of their Membership Fees in accordance with clause 8.3.
- (b) A Member is not liable, by reason of their membership, for the liabilities of the Association or the cost of winding up the Association.

#### **8.6 No transfer of membership**

A right, privilege or obligation of a Member by reason of membership:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon the cessation of membership.

### **9. Ceasing to be a Member**

#### **9.1 When a Member ceases to be a Member**

A Member will cease to be a Member:

- (a) if the Member resigns by notice in writing to the Board Administrator, on the date that the notice is received by the Board Administrator, or any later date specified in the notice;
- (b) in accordance with clause 8.3(e);
- (c) if their membership is revoked in accordance with clause 9.2; or
- (d) if it is wound up, dissolved, deregistered or otherwise ceases to be an organisation.

## 9.2 Revocation of Membership

- (a) A Member's (**Affected Member's**) membership may be revoked in accordance with this clause 9.2 if:
  - (i) the Affected Member's status or conduct is detrimental to the Objects, interests or standing of the Association, including (without limitation) if the Affected Member has brought the Association or the sport of Australian Rules Football into disrepute;
  - (ii) the Affected Member has failed to comply with this Constitution or any By-laws, policies or standards of the Association;
  - (iii) if the Affected Member is the subject of an Insolvency Event; or
  - (iv) the Affected Member no longer meets the applicable criteria for membership in clause 6.3.
- (b) The Board must determine at a Board meeting whether a resolution should be put to Members at a General Meeting to revoke the membership of the Affected Member. At least 28 days before the Board meeting, the Board Administrator must give written notice to the Affected Member:
  - (i) of the proposed revocation of membership and the reasons for that revocation;
  - (ii) of the date, time and place of the Board meeting;
  - (iii) informing the Affected Member that its Delegate may attend the Board meeting and will be given a full and fair opportunity to make oral and written submissions to the Board.
- (c) At the Board meeting, the Board must:
  - (i) give the Affected Member's Delegate an opportunity to make oral submissions and must give reasonable consideration to any written submissions; and
  - (ii) taking into account the relevant circumstances set out in clause 9.2(a), determine whether a resolution should be put to Members that the Affected Member's membership should be revoked (**Revocation Resolution**).
- (d) If the Board determines that a Revocation Resolution should be put to Members:
  - (i) it must include the Revocation Resolution on the agenda of the next scheduled General Meeting and give the Affected Member an opportunity to include a statement about the Revocation Resolution in the materials sent to Members with the notice of General Meeting. The Board is not required to convene a Special General Meeting for this purpose, unless clause 11.3(c) applies.
  - (ii) At the General Meeting, the Chairman must ensure that the Affected Member's Delegate has an opportunity to make oral submissions before the Revocation Resolution is voted on.

### **9.3 Consequences of ceasing to be a Member**

On cessation of membership, a Member:

- (a) will have its name removed from the Register;
- (b) is not entitled to any refund (or part refund) of any Membership Fee paid; and
- (c) will remain liable for and must pay to the Association all fees and any other amounts which were due to the Association at the date they cease to be a Member.

## **10. Register of Members**

### **10.1 Maintaining the Register of Members**

- (a) The Board must keep and maintain a Register at the Association's premises in accordance with section 53 of the Act, containing:
  - (i) the name and residential, postal or email address of each Member;
  - (ii) the class of membership of each Member (if applicable);
  - (iii) the date on which each Member's name was entered into the Register;
  - (iv) the name and date of appointment of each Delegate; and
  - (v) for a period of one year after a club ceases to be a Member, the date on which the club ceased to be a Member and the reason for the cessation.
- (b) Any change in the membership of the Association must be recorded in the Register within 28 days.

### **10.2 Inspecting and copying the Register**

- (a) The Register is available for inspection free of charge by any current Member upon written request to the Board.
- (b) A Member may make a copy of entries in the Register.
- (c) A Member may apply in writing to the Board for a copy of the Register. The Board may in its discretion require the Member to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.
- (d) The Board may charge a reasonable fee for providing a copy of the Register.
- (e) A Member must not use or disclose any information in the Register for any purpose other than a purpose that:
  - (i) is directly connected with the affairs of the Association; or
  - (ii) relates to the administration of the Act.

## **11. General Meetings**

### **11.1 Annual General Meetings**

- (a) The Association must hold an Annual General Meeting once in each calendar year and no later than 6 months after the end of each Financial Year, except where the Commissioner has allowed a longer period under the Act.
- (b) The Board must determine the place, date and time of the Annual General Meeting.

### **11.2 Business at Annual General Meeting**

Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:

- (a) reviewing the Association's activities and finances since the last preceding Annual General Meeting;
- (b) confirming the minutes of the last preceding Annual General Meeting or of any General Meeting held since the last Annual General Meeting;
- (c) receiving and considering:
  - (i) the Board's annual report on the Association's activities during the preceding Financial Year;
  - (ii) if the Association is a tier 1 association, the Financial Statements of the Association for the preceding Financial Year presented under Part 5 of the Act;
  - (iii) if the Association is a tier 2 association or a tier 3 association, the Financial Report of the Association for the preceding Financial Year presented under Part 5 of the Act; and
  - (iv) if required to be presented for consideration under Part 5 of the Act, a copy of the review report or the auditor's report on the Financial Statements or Financial Report (as applicable);
- (d) electing Board Members;
- (e) (where relevant) appointing the auditor or reviewer and fixing their remuneration; and
- (f) transacting any other business which under this Constitution or the Act may properly be brought before the meeting.

### **11.3 Delegates meetings and Special General Meetings**

- (a) The Board will convene regular meetings of the Delegates as required for general discussion and communication. These meetings will not be General Meetings for the purpose of passing Members resolutions pursuant to this Constitution.
- (b) The Board may at any time convene General Meetings of the Members, or meetings of any class of Members.
- (c) The Board must convene a General Meeting of Members if the following requirements are met:

- (i) the request is made by Members with at least 20% of the votes that may be cast at a General Meeting;
  - (ii) the request is in writing, signed by all the Members making the request, and states the business to be conducted at the General Meeting; and
  - (iii) the request is lodged with the Board Administrator or as otherwise directed by the Board.
- (d) On receipt of a request from Members under clause 11.3(c), the Board must:
- (i) give all Members 21 days' notice of the General Meeting; and
  - (ii) hold the General Meeting within 1 month of the date of the request.
- (e) Subject to the Act, the Board may cancel or postpone any General Meeting or change its venue by giving notice to all persons to whom the notice of the original meeting was given, but may not cancel a General Meeting which was called or requested by Members, without the prior written consent of those Members.

#### **11.4 Failure of Board to hold a General Meeting requested by Members**

- (a) If the Board does not convene the General Meeting within the time period specified in clause 11.3(d), the Members who made the request may call and arrange to hold a General Meeting.
- (b) To convene a General Meeting under clause 11.4(a) the Members must:
- (i) as far as possible, following the procedures for General Meetings set out in this Constitution;
  - (ii) give all Members notice of the General Meeting, using the list of Members on the Register, which the Association must make available to the Members convening the General Meeting in accordance with clause 10.2; and
  - (iii) hold the General Meeting within 2 months of the date of the request made under clause 11.3(c).
- (c) The Association must pay the Members who request the General Meeting any reasonable expenses they incur because the Board did not call and hold the General Meeting.

#### **11.5 Notice of General Meetings**

- (a) Notice of every General Meeting must be given in the manner authorised by clause 21.1 to:
- (i) every Member;
  - (ii) every Board Member; and
  - (iii) any reviewer or auditor of the Association.
- (b) Notice of General Meetings (including Annual General Meetings) must be provided to Members:



- (i) at least 21 clear days before any General Meeting at which a Special Resolution is proposed; and
  - (ii) (excluding special General Meetings called in accordance with clause 11.3(c)) at least 14 clear days before any other General Meeting.
- (c) Subject to clause 11.5(d), shorter notice of General Meetings (including Annual General Meetings) may be provided if:
- (i) for an Annual General Meeting, all the Members entitled to vote at the Annual General Meeting agree prior to the meeting; and
  - (ii) for any other General Meeting, Members holding at least 95% of the votes that may be cast at the General Meeting agree prior to the meeting.
- (d) The Association cannot call a General Meeting or annual General Meeting on shorter notice than that specified in clause 11.5(b) if a resolution will be moved at the meeting to:
- (i) appoint or remove a Board Member; or
  - (ii) remove an auditor or reviewer.

## **11.6 Content of notice of General Meetings**

The notice of General Meeting must:

- (a) specify the place, date and time for the General Meeting (and, if the meeting is to be held in 2 or more places in accordance with clause 11.9, the technology that will be used to facilitate this);
- (b) state the general nature of the business to be transacted at the General Meeting;
- (c) if a Special Resolution is to be proposed at the General Meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) if direct voting is permitted in accordance with 12.6, set out the procedures for Members to cast their vote by direct voting; and
- (e) contain a statement that each Member's Delegate may attend the General Meeting and vote on behalf of that Member in accordance with this Constitution, and if the Member's Delegate is unable to attend the General Meeting, the Member may appoint a proxy in accordance with clause 11.7.

## **11.7 Proxy**

- (a) A Member may appoint a natural person who is eligible in accordance with clause 11.7(c), to act as its proxy at a General Meeting. A Certificate executed by the appointing Member appointing the proxy must be supplied.
- (b) Clause 8.2 applies to the appointment of a proxy, as if each reference in that clause to a Delegate was a reference to a proxy.
- (c) A natural person may act as proxy for a Member only if that person does not otherwise have the right to cast any votes at the relevant General Meeting on behalf of any other Member, whether as Delegate or proxy.

## **11.8 Failure to give notice**

Any resolution passed at a General Meeting is not invalidated by:

- (a) the accidental omission to give notice of a General Meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

## **11.9 Use of technology**

- (a) The Association may hold a General Meeting (including an Annual General Meeting) at two or more venues using any technology that gives Members a reasonable opportunity to participate, provided that arrangements are made at each venue for the recording of all votes cast.
- (b) The General Meeting is taken to be held where the Chairman of the General Meeting conducts the General Meeting. All proceedings conducted in accordance with this clause 11.9 are as valid as if conducted at a single gathering of a quorum of those entitled to be Present.

## **11.10 Quorum**

- (a) No business may be transacted at a General Meeting unless a quorum of Members eligible to attend and vote at the General Meeting is Present at the time when the meeting proceeds to business.
- (b) Except as otherwise provided in this Constitution, the following number of Members Present is required to constitute a quorum:
  - (i) 33% of the total number of Members eligible to attend and vote at the General Meeting; or
  - (ii) where the total number of Members eligible to attend and vote at the General Meeting is less than 10, all those Members.

## **11.11 If a quorum not Present**

If a quorum is not Present within 30 minutes after the time appointed for the General Meeting in the notice:

- (a) where the meeting is convened on the requisition of Members, the meeting must be automatically dissolved; or
- (b) in any other case:
  - (i) the meeting stands adjourned to a day and at a time and place as the Board decides or, if no decision is made by the Board, to the same day in the next week at the same time and place; and
  - (ii) if no quorum is Present at the resumed meeting within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

## **11.12 Adjournments**

- (a) The Chairman may, and must if directed to do so by the General Meeting, adjourn a General Meeting from time to time and from place to place.
- (b) Only business left unfinished at the meeting which was adjourned may be transacted at a meeting resumed after an adjournment.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.
- (d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. In all other cases it is not necessary to give notice of the adjourned meeting.

## **12. Voting at General Meetings**

### **12.1 Voting rights**

- (a) Each Member has one vote.
- (b) Each person Present at the General Meeting who represents more than one Member entitled to vote, either by proxy, attorney or as Delegate, has one vote on a show of hands.
- (c) A Member ordinarily entitled to vote is not entitled to vote if its Membership Fee is more than 30 days in arrears at the commencement of the relevant General Meeting, unless the Board resolves otherwise.

### **12.2 Members' resolutions**

- (a) A resolution put to the vote at a General Meeting must be decided by a majority of votes cast by the Members Present at the General Meeting, except where this Constitution or otherwise by law the resolution is required to be a Special Resolution.
- (b) A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded in accordance with clause 12.4.
- (c) Before a vote is taken, the Chairman must inform the General Meeting whether any proxy votes have been received and how the proxy votes are to be cast on the resolution.
- (d) In the case of an equality of votes on a show of hands or on a poll, the Chairman of the relevant General Meeting has a casting vote, in addition to any vote that the Chairman may otherwise be entitled.
- (e) A declaration by the Chairman that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the meeting is conclusive evidence of that fact. Neither the Chairman nor the minutes of the meeting need to state the number or proportion of the votes recorded in favour or against the resolution.

### **12.3 Special Resolutions**

A Special Resolution is a resolution passed by the Association in accordance with section 51 of the Act:

- (a) at a General Meeting, by the votes of not less than three-fourths of the Members Present and eligible to vote at the General Meeting; or
- (b) by not less than three-fourths of the votes cast in accordance with clause 12.6.

#### **12.4 Voting by poll**

- (a) A poll may be demanded by:
  - (i) the Chairman;
  - (ii) at least 3 Members Present entitled to vote on the resolution.
- (b) A poll may be demanded:
  - (i) before a vote is taken; or
  - (ii) before or immediately after the voting results on a show of hands are declared.
- (c) The demand for a poll may be withdrawn.
- (d) Subject to clause 12.4(e), if a poll is demanded, it is to be taken in the manner and at the time the Chairman directs.
- (e) A poll demanded on the election of a Chairman or on a question of adjournment must be taken immediately.
- (f) The result of the poll will determine whether the resolution on which the poll was demanded is carried or lost.
- (g) The demand for a poll does not prevent a General Meeting from proceeding with any other business.

#### **12.5 Objection to qualification to vote**

- (a) An objection to a person's right to vote at a General Meeting:
  - (i) may only be raised at the General Meeting or adjourned meeting at which the vote objected to is tendered; and
  - (ii) must be determined by the Chairman of the meeting, whose decision is final.
- (b) A vote allowed after an objection is valid for all purposes.

#### **12.6 Direct voting**

- (a) The Board may determine that, at any matters on notice at a General Meeting, a Member who is entitled to attend and vote on a resolution at that meeting is entitled to vote by direct vote in respect of that resolution. A direct vote includes a vote delivered to the Association by post or any other means approved by the Board, subject to compliance with the Act.
- (b) Where clause 12.6(a) applies, the notice of meeting must indicate that direct voting is available at the relevant meeting or on particular resolutions.

- (c) The Board may prescribe procedures in relation to direct voting, including (without limitation):
  - (i) specifying the form, method and timing of casting a direct vote at a meeting for the vote to be valid; and
  - (ii) the circumstances in which a direct vote may be withdrawn by the Member or deemed withdrawn.

## 13. Minutes

- (a) The Board must cause minutes to be made of:
  - (i) proceedings and resolutions of General Meetings of the Members and resolutions passed by Members without a meeting;
  - (ii) all appointments of Board Members and any other officers of the Association;
  - (iii) proceedings and resolutions of Board meetings and resolutions passed by the Board without a meeting,and retain the minutes in a minute book for a period of at least 7 years or such other period as may be required under the Act.
- (b) The Association must ensure that minutes are signed within a reasonable time after the date of the meeting or of the resolution being passed by:
  - (i) the Chairman of the meeting; or
  - (ii) the Chairman of the next meeting; or
  - (iii) in the case of a resolution without a meeting, a Board Member.
- (c) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 13 is evidence of the matters shown in the minute.

## 14. Board

### 14.1 The Board

The affairs of the Association will be managed by a management committee (**Board**) consisting of up to ten Board Members in total. The available offices on the Board are:

- (a) up to five representative Board Members (**Representative Board Members**), representing the following areas:
  - (i) the South West Zone;
  - (ii) the Northern Zone;
  - (iii) the Eastern Zone;
  - (iv) the Mid-West Zone;
  - (v) Women's portfolio; and
- (b) up to nine ordinary Board Members (**Ordinary Board Members**).

## **14.2 Term of office**

The term of office of a Board Member:

- (a) begins when the member is elected at an Annual General Meeting under clause 16.3, or is appointed under clause 17.2; and
- (b) ends at conclusion of the third Annual General Meeting after his or her appointment, or otherwise under clause 17.

## **14.3 Powers of the Board**

- (a) The Board is responsible for managing the business of the Association and may exercise all powers of the Association which are not required by the Act or this Constitution to be exercised by the Association in a General Meeting.
- (b) Without limiting the generality of clause 14.3(a), the Board may exercise all the powers of the Association to:
  - (i) acquire, hold, deal with, and dispose of any real or personal property;
  - (ii) open and operate bank accounts;
  - (iii) borrow money on such terms and conditions as the Board thinks fit;
  - (iv) invest money on such terms and conditions as the Board thinks fit;
  - (v) grant security for the discharge of liabilities and obligations of the Association;
  - (vi) appoint agents to transact business on behalf of the Association; and
  - (vii) enter into any contract or arrangement in support of the Objects.

## **14.4 Chairman and Deputy Chairman**

- (a) The Board must annually, at the first Board meeting held after the Annual General Meeting (and at other times if required due to a vacancy), appoint one of its Board Members to the position of Chairman and must appoint one of its Board Members to the position of Deputy Chairman No. 1 and one of its Board Members to the position of Deputy Chairman No. 2. For the avoidance of doubt, any Board Member (whether a Regional Board Member or an Ordinary Board Member) may be appointed to these roles.
- (b) The Chairman, the Deputy Chairman No. 1 and the Deputy Chairman No. 2 will hold office for one year terms, or a shorter period determined by the Board.
- (c) The Chairman will chair Board meetings and General Meetings.
- (d) Where a Board meeting or General Meeting is held and the Chairman is not present or declines to act as chair, the Deputy Chairman No. 1 must chair the meeting, or if both the Chairman and the Deputy Chairman No. 1 are not present or decline to act as chair, the Deputy Chairman No. 2 must chair the meeting. In the absence of all of the Chairman, the Deputy Chairman No. 1 and the Deputy Chairman No. 2 the Board Members present must elect one of their number to chair the meeting.

- (e) Where a person is appointed to chair a meeting under clause 14.4(d), in relation to that meeting, references to the Chairman in this Constitution include a reference to that person.

#### **14.5 Payments to Board Members and indemnity insurance**

- (a) The Association must not pay fees to a Board Member for acting as a Board Member, unless authorised to do so by ordinary resolution of the Members.
- (b) The Association may, by resolution of the Board:
  - (i) reimburse a Board Member for out-of-pocket travel and accommodation expenses incurred in connection with the performance of the Board Member's functions; and
  - (ii) pay premiums on insurance policies indemnifying Board Members and any other Officers of the Association against liabilities incurred as a Board Member or Officer.

#### **14.6 Indemnity**

To the full extent permitted by law and without limiting the powers of the Association, the Association must indemnify any person who is or has been an Officer of the Association against all losses, liabilities, damages, costs, charges and expenses of any kind incurred by the Officer as an officer of the Association.

### **15. Responsibilities of Board Members**

#### **15.1 Responsibilities of Board Members and declaring interests**

- (a) Each Board Member must exercise his or her powers and discharge his or her duties as Board Member in accordance with the Act and all applicable laws.
- (b) A Board Member who has a material personal interest in a matter which is or will be considered at a Board meeting must:
  - (i) as soon as the Board Member becomes aware of the interest, disclose to the Board the nature and extent of the interest and how the interest relates to the activity of the Association;
  - (ii) not be present while the matter is being considered at the Board meeting or vote on the matter; and
  - (iii) ensure the nature and extent of the interest and how the interest relates to the activity of the Association is disclosed at the next General Meeting.
- (c) Clause 15.1(b) does not apply to any material personal interest that exists only because the Board Member:
  - (i) is an employee of the Association;
  - (ii) is a member of a class of persons for whose benefit the Association is established; or
  - (iii) that the Board Member has in common with all, or a substantial proportion of, the Members.

- (d) Subject to compliance with this clause 15 and the Act, a Board Member who is interested in any contract or arrangement is not prevented from signing, affixing or witnessing the affixing of a seal to the document evidencing the contract or arrangement by virtue of that interest.

## **15.2 Board Administrator**

- (a) The Board may appoint a Board Administrator on such terms as it thinks fit to carry out the board administration duties listed in clause 15.2(b). If no Board Administrator is appointed, the Board must by resolution assign one or more Board Members to be responsible for carrying out the duties listed in clause 15.2(b) and otherwise in this Constitution, and in this case, all references to Board Administrator are to be read as references to the relevant Board Member.
- (b) The board administration duties include:
  - (i) exercising any powers of the Board delegated to the
  - (ii) preparing notices of meeting for Board meetings and General Meetings;
  - (iii) keeping the minutes of Board meetings and General Meetings and recording any Board resolutions passed without a meeting;
  - (iv) maintaining the Register in accordance with section 53 of the Act and clause 10.1; and providing for Members to inspect the Register and take copies in accordance with the Act and clause 10.2;
  - (v) recording in the relevant minutes disclosures of material personal interests of Board Members made at Board meetings and General Meetings;
  - (vi) maintaining records of Board Members, any other office holders and any appointed trustees in accordance with section 58 of the Act and clause 16.4 and providing for Members to inspect these records and take copies in accordance with the Act and clause 16.5;
  - (vii) maintaining an up-to-date copy of this Constitution in accordance with section 35 of the Act and providing for Members to inspect this Constitution and take copies in accordance with the Act;
  - (viii) ensuring that all notices are duly given in accordance with this Constitution or as required by law;
  - (ix) unless the Board resolves otherwise, being responsible for the secure custody of the books, records and documents of the Association, other than those required by clause 15.3 to be maintained by the person appointed in accordance with clause 15.3;
  - (x) complying with the dispute resolution procedures in clause 19; and
  - (xi) generally performing all other duties as may be assigned by the Board from time to time.

## **15.3 Financial management duties**

- (a) The Board must by resolution assign one or more Board Members to be responsible for carrying out the financial management duties listed in clause 15.3(b).



- (b) The financial management duties include:
- (i) coordinating the collection of amounts payable to the Association, crediting them to the appropriate account of the Association and issuing receipts on behalf of the Association;
  - (ii) paying out the funds of the Association in accordance with authority from the Board or the Members;
  - (iii) ensuring the Association complies with all financial reporting obligations imposed on it under the Act, including (but not limited to):
    - (A) keeping and retaining Financial Records in accordance with Division 2 of Part 5 of the Act;
    - (B) coordinating the preparation of the Association's Financial Report or Financial Statements in accordance with the applicable requirements of Division 3 of Part 5 of the Act, for submission to Members at the Annual General Meeting;
    - (C) where a review or audit of the Association's Financial Report or Financial Statements is being conducted, providing any assistance required by the auditor or reviewer; and
    - (D) unless the Board resolves otherwise, being responsible for the secure custody of the Association's Financial Records, Financial Reports and Financial Statements (as applicable), for at least 7 years after their creation.
  - (iv) reporting to the Board on the financial status and performance of the Association; and
  - (v) generally performing all duties incidental to the office of treasurer and such other duties as may be assigned to him or her by the Board from time to time.

## **16. Election of Board Members**

### **16.1 Eligibility**

- (a) Any person may become a Board Member either:
- (i) by election at an Annual General Meeting under clause 16.3; or
  - (ii) by appointment of the Board under clause 17.2.
- (b) A person is eligible for election to the Board only if they:
- (i) are aged 18 or over;
  - (ii) are a financial member of a Member, or a Life Member; and
  - (iii) are not disqualified from being an office holder of the Committee under sections 39 and 40 of the Act.

## **16.2 Nomination of Board Member**

- (a) Any eligible candidate who wishes to stand for election (including a retiring Board Member who wishes to stand for re-election) to the Board must send a signed nomination form to the Board at least 28 days before the Annual General Meeting.
- (b) A nomination under clause 16.2(a) must:
  - (i) be in such form as is approved by the Board from time to time;
  - (ii) indicate whether the candidate seeks election as a Representative Board Member or Ordinary Board Member; and
  - (iii) must include a certification from the candidate that they are eligible for election to the Board in accordance with clause 16.1(b).
- (c) The Board must reject any nominations from candidates who in its view are not eligible in accordance with clause 16.1(b).

## **16.3 Election of Board Members**

- (a) Subject to the Act, the Association may by resolution appoint or remove a Board Member from the Board.
- (b) There will be an election of Board Members at each Annual General Meeting at which there is a vacancy on the Board. The Board Members standing for election at each Annual General Meeting are any one or more of the following, as applicable:
  - (i) any Board Member required to retire under clause 14.2(b) and standing for re-election;
  - (ii) any Board Member required to stand for election under clause 17.2(b); or
  - (iii) a person standing for election as a new Board Member who has nominated in accordance with clause 16.2.
- (c) A person who has been a Board Member for nine or more consecutive years may only be re-appointed or re-elected by a Special Resolution.
- (d) There must be a separate election for each position on the Board that is open for election, and elections for vacant Representative Board Member positions will be held before elections for Ordinary Board Member positions. No person may be elected to more than one position on the Board.

### *Representative Board Members*

- (e) Representative Board Member positions may only be filled by persons who have nominated before the Annual General Meeting in accordance with clause 16.2. If only one person has nominated for a Representative Board Member position, the Chairman must declare that person elected to the position.
- (f) If more than one person has nominated for a Representative Board Member position in accordance with clause 16.2, the Members Present must vote to elect the Representative Board Member, in accordance with any procedures agreed by the Board, which must include appointing an independent scrutineer to oversee the election process.

- (g) For the avoidance of doubt, if a Representative Board Member position is not filled in accordance with clauses 16.3(e) and 16.3(f), that position will be declared vacant by the Chairman and clause 16.3(h) will apply.

#### *Ordinary Board Members*

- (h) For each vacant Representative Board Member position that is not filled in accordance with clauses 16.3(e) and 16.3(f), the number of Ordinary Board Member positions open for election will be increased by one, so that the total number of positions on the Board is maintained at the same number (up to the maximum specified in clause 14.1). During any period in which any Representative Board Member position is vacant, the Board will appoint an Ordinary Board Member to be responsible for fulfilling any regional representation duties that would have been carried out by the Representative Board Member.
- (i) If only one person has nominated for an Ordinary Board Member position in accordance with clause 16.2, the Chairman must declare that person elected to the position.
- (j) If there is no nomination for any Ordinary Board Member position on the Board, the Chairman may call for nominations from the Members Present at the Annual General Meeting.
- (k) If more than one person has nominated for a Board position, the Members Present must vote to elect the Board Member, in accordance with any procedures agreed by the Board, which must include appointing an independent scrutineer to oversee the election process.

### **16.4 Register of Office Holders**

- (a) The Board Administrator (or any person authorised by the Board) must keep and maintain a Register of Office Holders in accordance with section 58 of the Act, including:
  - (i) the name; and
  - (ii) at least one of the residential address, business address, post office box address or email address,for each person identified in clause 16.4(b).
- (b) Clause 16.4(a) applies to:
  - (i) each Board Member;
  - (ii) any other person who holds any office in the Association;
  - (iii) every person who is authorised to use the seal of the Association (if any); and
  - (iv) any person who is appointed or who acts as trustee on behalf of the Association.

### **16.5 Inspecting and copying the Register of Office Holders**

- (a) The Register of Office Holders is available for inspection free of charge by any current Member upon written request to the Board Administrator.

- (b) A Member may make a copy of entries in the Register of Office Holders or take an extract but a Member does not have the right to remove the Register of Office Holders for that purpose.
- (c) A Member must not use or disclose any information in the Register of Office Holders for any purpose other than a purpose that:
  - (i) is directly connected with the affairs of the Association; or
  - (ii) relates to the administration of the Act.

## **17. Resignation and removal from office of Board Members**

### **17.1 Vacancy on the Board**

A Board Member's term of office ends and that office becomes vacant if the Board Member:

- (a) resigns by notice in writing delivered to the Chairman or, if the Board Member is the Chairman, to the Deputy Chairman No. 1;
- (b) dies;
- (c) is or becomes ineligible to act as a Board Member under clause 16.1;
- (d) becomes physically or mentally incapable of performing the Board Member's duties and the Board resolves that his or her office be vacated for that reason;
- (e) is absent from more than:
  - (i) 3 consecutive Board meetings without leave of absence granted from the Board; or
  - (ii) 3 Board meetings in the same Financial Year without tendering an apology to the relevant Chairman of each meeting, which apology is accepted by the Chairman;
  - (iii) and the Board resolves that his or her office be vacated for that reason;
- (f) if the Board Member is no longer a member of a current Member; or
- (g) is the subject of a resolution passed by Members terminating his or her appointment as a Board Member.

### **17.2 Filling casual vacancies**

- (a) The Board may appoint a natural person (who is eligible under clause 16.1) at any time to fill a Board position:
  - (i) that has become vacant under clause 17.1; or
  - (ii) that was not filled at the Annual General Meeting.
- (b) A Member appointed to the Board under clause 17.2(a) holds office until the conclusion of the next Annual General Meeting, and is eligible for election to the Board at that Annual General Meeting.

### **17.3 Return of books and records**

- (a) As soon as practicable after a Board Member's term of office ends, that person (or if the Board Member has died, their personal representative) must deliver to the Board all books, records and documents of the Association in his or her possession, whether in hard copy or electronic format.
- (b) The Board may require the outgoing Board Member to certify in writing that, having complied with clause 17.3(a), he or she has destroyed all remaining electronic copies of books, records and documents of the Association.

## **18. Board proceedings**

### **18.1 Calling and holding Board meetings**

- (a) The Board must meet as often as it thinks fit to adequately discharge its duties; and no less than 6 times per Financial Year.
- (b) The Board or a Board Member may call a Board meeting by giving reasonable notice to each Board Member.
- (c) The Board may adjourn and otherwise regulate their meetings as it thinks fit.

### **18.2 Meetings by telecommunications**

Without limiting the Board's power to regulate its meetings as it thinks fit, the Board may hold a valid meeting using any medium by which each of the Board Members can simultaneously hear all the other participants (including telephone, video conferencing or any other means of instant communication), and in that case:

- (a) the participating Board Members are taken to be Present at the meeting for the purposes of this Constitution;
- (b) the meeting is taken to be held where the Chairman of the meeting is;
- (c) if a failure in communications prevents any Board Member present at the meeting from participating in the meeting, then the meeting will be suspended until communications are restored, unless communications cannot be restored within 15 minutes, in which case the meeting will be deemed to have terminated; and
- (d) all proceedings of the Board conducted in accordance with this clause 18.2 are as valid and effective as if conducted at a meeting at which all of the Board Members were present in person.

### **18.3 Quorum**

- (a) At a Board meeting, the number of Board Members whose presence is necessary to constitute a quorum is five Board Members.
- (b) If any office on the Board becomes vacant, the remaining Board Members may act but, if the total number of remaining Board Members is not sufficient to constitute a quorum at a Board meeting, the Board Members may act only for the purpose of increasing the number of Board Members to a number sufficient to constitute a quorum or for the purpose of convening a General Meeting of the Association.

#### 18.4 Guests at Board meetings

- (a) The Board may invite a Member or any other person who is not a Board Member to attend a Board meeting.
- (b) A person invited to attend a Board meeting under clause 18.4(a) has:
  - (i) no right to receive any agendas, notices or papers relating to the Board meeting;
  - (ii) no right to vote; and
  - (iii) no right to comment on any matters discussed at the Board meeting without the Board's consent.

#### 18.5 Board resolutions

- (a) Subject to this Constitution, a resolution of the Board must be passed by a majority of the votes of Board Members present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the Chairman does not have a second or casting vote in addition to his or her deliberative vote (if any), in which case the resolution is not passed.

#### 18.6 Written Board resolutions

- (a) The Board may pass a resolution without a Board meeting being held if all the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document (**Board circular resolution**).
- (b) Identical copies of the document setting out the Board circular resolution may be distributed for signing by different Board Members and taken together will constitute the same document.
- (c) The Board circular resolution may be sent by email to the Board Members and the Board Members may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply email.
- (d) The Board circular resolution is passed when the last Board Member entitled to vote on the resolution:
  - (i) signs the document in accordance with clauses 18.6(a) or 18.6(b); or
  - (ii) agrees to the Board circular resolution in accordance with clause 18.6(c).

#### 18.7 By-laws

- (a) The Board has the power to make, amend and rescind by-laws, policies and standards (**By-laws**) regulating the administration and conduct of the Association, including (but not limited to) the matters listed in clause 18.7(b), provided such By-laws are not inconsistent with this Constitution or the Act.
- (b) The By-laws may provide for any matter within the Board's power, including (but not limited to) club colours; club badge; club motto; player uniform; competition rules; player eligibility, selection and registration; fixtures; conduct of the Association's

premises; supply of liquor; and player codes of conduct and discipline, including tribunals.

- (c) All By-laws in force from time to time are binding on the Members.
- (d) Any Member may inspect the By-laws (in force from time to time) free of charge upon written request to the Board Administrator.

## **18.8 Acts valid despite defective appointment**

Any act done at any Board meeting by any person acting as a Board Member, even if it is later discovered that there was some defect in the appointment of any such Board Member or that the Board Member was disqualified, is valid as if the Board Member had been duly appointed and was qualified to be a Board Member.

## **18.9 Committees**

- (a) The Board may create committees as it sees fit, consisting of such Members, Board Members or other persons who are not Members as the Board thinks fit. The Board may delegate to any committee the exercise of such functions of the Board as are specified in the delegation other than:
  - (i) the power of delegation; and
  - (ii) a function which is a duty imposed on the Board by the Act or any other law.
- (b) A committee must exercise the powers granted to it in accordance with any direction of the Board. Any power exercised in accordance with this clause 18.9(b) is taken to be exercised by the Board.
- (c) Clauses 18.1, 18.2 and 18.4 apply to any committee as if each reference in those clauses to the Board members was a reference to the members of the committee and each reference to a Board meeting were to a committee meeting.
- (d) Minutes of all the proceedings and decisions of every committee must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act to be made, entered and signed.

## **19. Resolving disputes**

### **19.1 Application of disputes procedure**

The disputes procedure set out in this clause applies to disputes under this Constitution between:

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

### **19.2 Disputes procedure**

- (a) Any disputes involving an offence against the playing rules, aims or objectives of the Association must be dealt with in accordance with the Association's disciplinary hearing process as set out in the Association's By-laws.

- (b) For all disputes that do not fall within clause 19.2(a), the parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute within the 14 day period specified in clause 19.2(b), either party may initiate the dispute resolution procedure by giving a written notice to the Board Administrator identifying the parties to the dispute and the subject of the dispute.
- (d) Subject to clause 19.2(f), within 28 days of receipt of a notice under clause 19.2(c), a Board meeting must be convened to determine the dispute.
- (e) The Board Administrator must give the parties to the dispute at least 7 days' prior written notice of the date, time and place of the Board meeting. The notice must inform the parties that they (or their Delegate) may attend the Board meeting and will be given a full and fair opportunity to make oral and written submissions to the Board.
- (f) If the Association is party to the dispute, any party to the dispute may request the Board Administrator to refer the dispute to mediation in accordance with clause 19.3, in which case the dispute must not be determined by the Board.
- (g) At the Board meeting, the Board must:
  - (i) give each party to the dispute, or the party's Delegate, a full and fair opportunity to make oral submissions and must give reasonable consideration to any written submissions; and
  - (ii) determine the dispute.
- (h) Written notice of the Board's decision regarding the dispute must be given to all parties to the dispute within 7 days after the Board meeting.
- (i) Any party to the dispute may request the Board Administrator to refer the dispute to mediation in accordance with clause 19.3 within 14 days of receipt of the notice under clause 19.2(h).

### **19.3 Mediation**

- (a) Where a dispute is referred to mediation under this Constitution, a mediator must be appointed by agreement between the parties to the dispute within 28 days of the referral.
- (b) Failing agreement between the parties, the Board must appoint a mediator. The mediator may be a Member or former Member, but must not have any personal interest in the subject matter of the dispute, or be biased in favour of or against any party to the mediation.
- (c) Each party must meet its own costs of and in connection with the mediation.
- (d) The mediation must be commenced within 28 days after the mediator has been appointed and must be concluded within 1 month after the mediator has been appointed, unless otherwise agreed between the parties to the dispute.
- (e) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation and must comply with requests by the mediator, including requests to provide evidence, attend meetings and pay the mediator's fees.



- (f) Unless otherwise between the parties, the parties must exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- (g) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard;
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (h) The mediator must not determine the dispute.
- (i) The mediation must be confidential and without prejudice.
- (j) If the mediation process does not result in the dispute being resolved, the parties may apply to the State Administrative Tribunal (or any other appropriate body) to determine the dispute in accordance with the Act or otherwise at law.

#### **19.4 If dispute resolution results in decision to suspend or expel being revoked**

If a disputes procedure under this clause 19 takes place concerning the revocation of a Member's membership and the result of the disputes procedure is that the Member's membership is reinstated, that revocation decision does not affect the validity of any decision made at a Board meeting or General Meeting during the period in which the Member's membership was purported to be revoked.

## **20. Execution of documents**

### **20.1 Execution generally**

- (a) The Association may validly execute a document (including a deed) if the document is signed by a Board Member and countersigned by another Board Member or another person appointed by the Board to countersign that document or a class of documents in which that document is included.
- (b) Clause 20.1(a) does not limit the Board's ability to authorise a person who is not a Board Member to execute a document for and on behalf of the Association.

### **20.2 Common seal**

- (a) The Association need not have or use a common seal to execute documents or deeds. The Board may resolve whether or not the Association is to have or use a common seal.
- (b) Where the Association has a common seal, it must only be used with the authority of the Board. The Board Administrator or any Board Member authorised by the Board must ensure the safe custody of the seal.
- (c) The Board Administrator must record in a seal register details of every document to which the common seal of the Authority is fixed.

## **21. Notices**

### **21.1 How notice to be given**

- (a) All notices, including notices of meeting, may be given by the Association to any Member by:
  - (i) serving it on the Member personally;
  - (ii) sending it by post to the Member's nominated address;
  - (iii) sending it by email to an email address nominated by the Member, or by any other electronic means nominated by the Member; or
  - (iv) giving it by any other means permitted or contemplated by the Act.

### **21.2 When notice is given**

A notice is deemed to be given by the Association and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

### **21.3 No notice of no valid address**

If:

- (a) any Member has not provided to the Association an address for registration in the Register; or
- (b) the Association believes that a Member is not known at the address registered in the Register,

unless and until the Member provides a valid address to the Association, all notices to be sent to that Member are taken to be given to the Member if the notice is displayed at the Association's address for 48 hours, and are taken to be served at the commencement of that period.

## **22. Funds and accounts**

### **22.1 Control of funds**

- (a) The funds of the Association must be kept in an account or accounts in the name of the Association in a financial institution determined by the Board.
- (b) The funds of the Association are to be used to do:

- (i) anything which it considers will advance or achieve the Objects; and
  - (ii) all other things that are incidental to carrying out the Objects.
- (c) The Board is responsible for expenditure of the funds of the Association and may authorise any person to expend the funds of the Association within specified limits and any expenditure above those limits must be approved or ratified by the Board.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association are to be executed by two Board Members, at least one of whom must either be the Chairman, the Deputy Chairman No. 1 or the Deputy Chairman No. 2.
- (e) All electronic payments by the Association are to be made or authorised by:
- (i) two Board Members, at least one of whom must be either the Chairman, the Deputy Chairman No. 1 or the Deputy Chairman No. 2; or
  - (ii) any person or persons who have been authorised to do so under a delegation of authority from the Board.

## **22.2 Source of funds**

The Association may derive funds in any way permitted by the Act.

## **22.3 Financial Records**

- (a) The Association must keep Financial Records that:
- (i) correctly record and explain its transactions, financial position and performance; and
  - (ii) enable true and fair Financial Statements to be prepared in accordance with Part 5 of the Act.
- (b) The Association must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.
- (c) The Association must allow the Board Members and the auditor (if any) to inspect those accounts at all reasonable times.

## **22.4 Financial reporting, audit and review**

- (a) The Board must cause the Association to comply with all financial reporting obligations imposed on it under the Act.
- (b) Without limiting clause 22.4(a), the Board must cause the Association to:
- (i) if it is a tier 1 association, prepare annual Financial Statements, presented under Part 5 of the Act;
  - (ii) if it is a tier 2 association or tier 3 association, prepare an annual Financial Report, presented under Part 5 of the Act;
  - (iii) have its Financial Statements or Financial Report reviewed or audited (as applicable) if:

- (A) it is required under the Act;
  - (B) it is directed by the Commissioner;
  - (C) the Members pass a resolution requiring it; or
  - (D) it is required as a condition of a funding arrangement; holding of a charitable collections licence or otherwise at law; and
- (iv) if required to be presented for consideration under Part 5 of the Act, present a copy of the report of the review or the auditor's report on the Financial Statements or Financial Report (as applicable) to the Annual General Meeting.

## **22.5 Financial Year**

The Financial Year of the Association is the 12 month period starting on 1 November.

## **22.6 Inspection of records**

- (a) Subject to the Act and to this Constitution, the Board must determine whether and on what terms the books, records and other documents of the Association will be open to the inspection by Members.
- (b) A Member does not have the right to inspect any document of the Association except as provided by the Act, or otherwise as authorised by the Board or by the Association in a General Meeting.

## **23. Winding up, cancellation and distribution of surplus property**

- (a) For the purposes of this clause Surplus Property has the meaning given in section 3 of the Act.
- (b) Subject to the Act, the Association may cease its activities and be wound up or cancelled in accordance with a Special Resolution.
- (c) Upon the winding up or cancellation of the Association, any Surplus Property will not be paid to or distributed among the Members, but will be distributed to one or more organisations listed in section 24(1) of the Act with objects similar to the Objects.

## **24. Variation or amendment of Constitution**

This Constitution may be varied, amended or rescinded from time to time by Special Resolution in accordance with Division 2 of Part 3 of the Act, subject to any requirements arising out of the Association's affiliation with the West Australian Football Commission Inc or any successor body.