

UNSW FOOTBALL CLUB

CONSTITUTION

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1. Name of the Club

The name of the Club is the UNSW Football Club.

2. Definitions and Interpretations

2.1 Definitions

In this Constitution, unless the contrary intention appears:

“**Arc**” means Arc @ UNSW Limited;

“**Association**” means the Eastern Suburbs Football Association;

“**Club**” means the club named in **clause 1**;

“**Committee**” means the body managing the Club and consisting of the Executives as well as any member appointed by the Executive to fill a specific role;

“**Constitution**” means this constitution as adopted by the Club;

“**Executive/s**” means an office-bearing member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution;

“**Expulsion Ground**” means the reasons for which a Member may have their Membership with the Club suspended or terminated as defined in **clause 8**.

“**FFA**” means the Football Federation of Australia, Australia’s football governing body;

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

“**FNSW**” means Football New South Wales, the New South Wales state governing body;

“**General Meeting**” means the annual or any special general meeting of the Club;

“**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 Club or any activity of or conducted, promoted or administered by the Club in New South Wales.

“**Junior Member**” means a 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 4.3**;

“**Local Area**” means the geographical area of the Sydney eastern suburbs for which the Association is responsible as recognised by FNSW.

“**Member**” means a member of the Club in **clause 4**;

“**Objects**” means the Objects of the Club in **clause 3**;

“**Register**” means a register of members kept and maintained in accordance with **clause 5**;

“**Regulations**” means the regulations as developed in accordance with this Constitution and adopted by the Club in accordance with **clause 33**;

“**Senior Member**” means a registered, financial Member of the club who is at least 18 years of age;

“**Special Resolution**” means a resolution that must be passed by at least 75% of the votes cast.

“**Student**” means a currently enrolled student of the University;

“**University**” means the University of New South Wales; and

“**Voting Member**” means a Member of the Club who is described as having the right to vote at General Meetings under **clause 4**.

“**Board Member**” is a non-executive director that does not have to be a member of the club who acts as an advisor when called upon by the committee.

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 genders;
- (e) references to persons include corporations and bodies politic;
- (a) references to a person include the legal personal representatives, successors and permitted assigns of that person; and
- (b) 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
- (c) 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.

- a) Where any inconsistency exists between this Constitution and the Football NSW Rules and Regulations, then to the extent of any such inconsistency, the Football NSW Rules and Regulations shall prevail.

3. Objects of the Club

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

- (a) conduct, encourage, promote, advance and administer football throughout the University and the Local Area as a member of the Association;
- (b) act at all times on behalf of and in the interest of the Members and football;
- (c) affiliate and otherwise liaise with Arc, the University, the Association, and FNSW and adopt their rule and policy frameworks to further the Objects;
- (d) abide by, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FFA, FNSW or FIFA and as may be necessary for the management and control of football and related activities in New South Wales;
- (e) increase Student participation and membership within the Club;
- (f) advance the operations and activities of the Club throughout the Local Area;

- (g) adopt and enforce the FFA and FNSW Member Protection Policies to ensure all persons involved with the club are treated with respect and dignity and are protected from discrimination, harassment and abuse;
- (h) have regard to the public interest in its operations; and
- (i) undertake and or do all such things or activities which are necessary incidental or conducive to the advancement of the Objects.

4. Member

4.1. A member of the club can be either:

- a) Persons actively playing for a UNSW women's or men's team in either WNPL, MSL, or ESFA leagues
- b) Persons that do not play for the club, but hold either a team manager or volunteer coach position

4.2. Senior Members

- (a) Persons over the age of 18 who have lodged with the Club the appropriate membership application, in the form prescribed from time to time by the Committee, and accompanied by the appropriate fee shall be a senior member of the Club.
- (b) Senior Members have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings.

4.3. Junior Members

- (a) Persons who are under 18 years of age, lodged with the Club the appropriate membership application, in the form prescribed from time to time by the Committee, and accompanied by the appropriate fee shall be a Junior Member of the Club.
- (b) Memberships must be acknowledged by the parent and/or guardian of the applicant.
- (c) Junior Members have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.
- (d) Junior Members cannot hold an Executive role in the Club.
- (e) A parent and/or guardian of a Junior Member can hold an Executive role in the Club.
- (f) If Junior Members form less than half of all Members of the Club then:
 - a. the parent and/or guardian of a Junior Member has the right to receive notice of General Meetings and the right to be present or debate or vote at General Meetings.
 - b. a parent and/or guardian has the right to a vote for each Junior Member that they are the parent and/or guardian of.
- (g) If Junior Members form greater than or equal to half of all Members of the Club then:

- a. the coach of each Junior team has the right to receive notice of General Meetings and the right to be present or debate or vote at General Meetings.
- b. each coach has the right to a vote for each Junior team that they are the coach of.

4.4. Life Members

- (a) The Committee may recommend to the annual general meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the annual general meeting to confer life membership on the recommendation of the Committee must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) Life Members have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings.
- (e) Members that have contributed to the club through volunteer positions for over ten years have the right to be nominated to the secretary as a life member

5. Register of Members

5.1. 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;
- (b) Where applicable, the University student number of any Member; and
- (c) Where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club, in writing, within one (1) month of such change.

5.2. Inspection of Register

Having regard to any applicable confidentiality considerations and privacy laws, the Register shall be available for inspection, upon request, by Arc. The address or other direct contact details of any Member are not to be given or sold to any other person/s.

5.3. Use of Register

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

6. Membership

6.1. 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 any relevant Regulations;
- (b) They shall comply with and observe this Constitution and any relevant Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) By submitting to this Constitution and any relevant Regulations they are subject to the jurisdiction of the Club, Arc and any sport specific regional and/or state body;
- (d) The Constitution and any relevant Regulations are necessary and reasonable for promoting the Objects of the Club, in particular the development of football at University; and
- (e) They are entitled to all benefits, advantages, privileges and services of Club membership.

6.2. Commencement of Membership

Membership with the Club will commence upon:

- (a) Completion of the relevant membership form as prescribed by the Committee; and
- (b) Payment of any applicable subscription or fees.

6.3. Duration of Membership

The duration of a Member's membership shall be until the end of the calendar year in which they commence membership, unless otherwise specified on the relevant membership form.

6.4. Renewal

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

6.5. Deemed Membership

All persons who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members from the time of approval of this Constitution.

7. Discontinuance of Membership

7.1. 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 two (2) weeks' notice, in writing, to the Club.
- (b) Once the Club receives notice of resignation of membership given under clause 7.1(a), it must make an entry in the Register that records the date on which the Member ceased to be a Member.

7.2. Discontinuance for Breach

Membership of the Club may be discontinued by the Committee if an Expulsion Ground exists for the Member.

In order to do so, the Club must:

- (a) Advise the member in writing (this may be by email) what the Expulsion Ground is, and why it constitutes a breach of the Club's, Football NSW's or FFA's rules or procedures
- (b) Provide the member concerned a period of no less than 14 days with the opportunity to explain and/or remedy the breach prior to discontinuance of their membership; and
- (c) If not satisfied with the explanation provided, give written notice of the discontinuance to the Member.

7.3. Member to Re-Apply

A Member whose membership has been discontinued under **clauses 7.1 or 7.2**:

- (a) Must seek renewal or re-apply for membership in accordance with this Constitution and any relevant Regulations; and
- (b) May be re-admitted at the discretion of the Committee.

7.4. 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.

7.5. Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member are forfeited to the Club upon discontinuance. The Club has the discretion to refund these on a pro-rata basis.

7.6. Appeal

Any Member of the Club who believes that their membership has been wrongly discontinued by the Club may appeal to an independent panel of members or through Football NSW Rules and Regulations and grievance policy

7.7. Membership may be Reinstated

Membership which has been discontinued under this **clause 7** may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

8. Discipline

8.1. The Committee may commence or cause to be commenced disciplinary proceedings against a Member if:

- (a) The Member breaches:
 - i. The Constitution, bylaws or Regulations of the Club including, but not limited to, the failure to pay any monies owed to the Club;
 - ii. The Association's constitution, by-laws, regulations, policies or directives;
 - iii. FNSW's constitution, by-laws, regulations, policies or directives;
 - iv. FFA's constitution, by-laws, regulations, policies or directives;
 - v. FIFA's Laws of the Game;
- (b) The Member wilfully disobeys the rules or instructions of the Club or permits or counsels any Club or individual under its jurisdiction or control to do so;
- (c) The Member engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Club, its character or interests or the sport of football generally;
- (d) The Member brings the sport of football into disrepute; or
- (e) The Member is not a fit and proper person or entity to be a Member of the Club.
- (f) The member has willfully displayed discriminatory behavior towards a member of the club, or an external member of the football association

8.2. Any disciplinary proceedings against a Member will follow the process set out in section 7.2 (a) and (b).

8.3. Penalties

If a member has refused to comply with the interests of the association the committee after considering the allegation or claim and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances has the right to:

- a) Expel the member from the association or suspend the member from membership
- b) Bar member from nominations to committee

8.4. Right of appeal of disciplined member

A member may appeal to the association against the resolution of the committee, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect;

- a) This appeal will then be subject to a mediation review by separately appointed mediator to act as an independent arbitrator

- b) Should member concerned not be satisfied with initial mediation then that member may appeal through the Football NSW Rules and regulations and submits to the jurisdiction and procedures of Football NSW as part of any appeals process to that organisation.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in any relevant Regulations and submits to the jurisdiction and procedures of Football NSW as part of any appeals process to that organisation.

9. Subscription and Fees

9.1. Membership Subscription

The 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 Committee.

9.2. Student Membership

When determining the applicable membership subscription, the Club must provide a minimum 10% price differential between Student, Alumni and Staff of the University from other Members.

10. Existing Executives

The Committee of the Club in office immediately prior to approval of this Constitution shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of Executives shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

11. Powers of the Committee

Subject to this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. This shall include but is not limited to the activities and finances of the Club. In particular the Committee shall act in accordance with the Objects of the Club and shall operate for the benefit of the Members and their sport. At all times the Committee is bound by the decisions of any General Meeting.

12. Composition of the Committee

12.1 Composition of the Committee

The Committee shall comprise of:

- (a) At least four (4) elected office bearing executives who must all be Members and who shall be elected under **clause 14**; and
- (b) Up to two (2) appointed executives who need not be Members and who may be appointed by the Executives in accordance with **clause 15**.

12.2 Election and Appointment of Executive

The process for the election and appointment of Executives shall be as follows:

- (a) The elected Executives shall be elected under **clause 14**.
- (b) The appointed Executives may be appointed under **clause 15**.

12.3 Portfolios

The Committee may allocate portfolios to Executives.

13. Elected Executives

13.1. Office Bearers

The office bearing Executives shall consist, at least, of:

- (a) One (1) President;
- (b) One (1) Secretary;
- (c) One (1) Treasurer; and
- (d) One (1) Arc Delegate.

Additional Executives may be elected at the discretion of the Club. One Member is permitted to hold two office bearing positions simultaneously, except for President and Treasurer, provided that a minimum of three different Members shall remain on the Executive at all times.

13.2. Job Sharing

Job sharing of any Executive position is not permitted unless that additional person has been duly elected under **clause 14** or appointed under **clause 15**.

13.3. President

The duties of the President shall include, but are not limited to:

- (a) To chair all Committee and General Meetings of the Club held throughout the duration of their term;
- (b) To oversee and coordinate the activities and administration of the Club;
- (c) To ensure that the Executives of the Club are aware of their function, responsibilities and duties, as laid out in this Constitution or any relevant Regulations.
- (d) To ensure that the Executives of the Club perform their function, responsibilities and duties, as laid out in this Constitution or any relevant Regulations, through regular correspondence, advertised meetings, reports, notices and/or newsletters;
- (e) To have a thorough knowledge of the Club's Constitution;
- (f) To plan, with the rest of the Committee, the coming year's activities;

- (g) To represent the Club as the as the official spokesperson whenever necessary;
- (h) To liaise with Arc and the University on behalf of the Club;
- (i) To facilitate the Club's re-affiliation in a timely manner;
- (j) To ensure that Arc are notified of any personnel changes in the Committee;
- (k) To develop and implement a succession plan for future Committees; and
- (l) Other duties as in accordance with this Constitution.

13.4. Secretary

The duties of the Secretary shall include, but are not limited to:

- (a) To manage all Club correspondence and communications to and from the executive in an appropriate manner;
- (b) To organise General Meetings, develop an agenda in consultation with the President and keep minutes at General Meetings;
- (c) To maintain a filing system for all Club documents and papers;
- (d) To ensure all necessary documents are submitted to Arc by the required deadlines including but not limited to the annual report and updated Register;
- (e) To create and present an annual report to Members at the Annual General Meeting;
- (f) To coordinate and facilitate elections for Executives including calling for and collecting nominations;
- (g) To maintain the accuracy of the Register; and
- (h) Other duties as in accordance with this Constitution.

13.5. Treasurer

The duties of the Treasurer shall include, but are not limited to:

- (a) To keep and maintain all Club financial records and documents ;
- (b) To maintain a clear and accurate record of all financial transactions carried out by or on behalf of the Club;
- (c) To keep the Club informed of its financial position through regular communications;
- (d) To create and present an annual financial report to Members at the Annual General Meeting;
- (e) To carry out financial transactions as authorised by the Committee or Executive;
- (f) To create and submit a budget to Arc by the required deadline;
- (g) To not put the Club in debt that cannot be repaid but should endeavour to match costs and income as closely as possible;

- (h) To require a receipt or docket to validate any expenditure by or on behalf of the Club;
- (i) To provide a receipt to any person who pays monies to the Club for any reason;
- (j) To bank all monies received as soon as possible;
- (k) To ensure that Club funds are not misused at any time; and
- (l) Other duties as in accordance with this Constitution.

13.6. Arc Delegate

The duties of the Arc Delegate shall include, but are not limited to:

- (a) To facilitate and organise the Club's O-Week activities and presence;
- (b) To be aware of the Arc funding system, its requirements and its possibilities for the Club;
- (c) To liaise with Arc and the rest of the Committee;
- (d) To have a good working knowledge of Arc forms and procedures;
- (e) To attend all Sports Council meetings or nominate a fellow Member to attend on behalf of the Club, or send advance apologies to Arc;
- (f) To communicate with the rest of the Committee at the conclusion of each Sports Council meeting to pass on any relevant information; and
- (g) Other duties as in accordance with this Constitution.

13.7. Student Representation

- (a) The Arc Delegate must be a current Student.
- (b) The Club shall aim to fill where possible student executive positions
 - a. Student President
 - b. Student Secretary
 - c. Student Treasurer

14. Election of Executives

14.1. Nomination for Committee

- (a) Nominations for elected Executive positions shall be called for thirty (30) days prior to the annual general meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Committee from time to time and based on the duties outlined in the Constitution.
- (b) Nominees for elected Executive positions must declare any position they hold in the Association, FNSW or FFA.

14.2 Form of Nomination

Nominations will be accepted:

- (a) In writing, delivered to the Club before the date fixed for the annual general meeting, or in person, verbally when called for at the annual general meeting;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed or verbally endorsed by two Voting Members; and
- (d) certified by the nominee (who must be a Voting Member).

14.3 Elections

- (a) If the number of nominations received is equal to the number of vacancies for any single Executive position, 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 Committee, or if a person is not approved by the majority of Members under **clause 14.3(a)**, the positions can be reopened for nomination by the Committee or be deemed casual vacancies under **clause 16.1**.
- (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 Committee.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Committee from time to time.

14.4 Term of Appointment for Elected Executives

Executives elected under **clause 14** shall be elected for a term of one (1) year. Subject to the provisions in this Constitution relating to early retirement or removal of Executives, elected Executives shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the first annual general meeting following.

14.5 Re-election

- (a) Executives may be re-elected after the expiry of their term provided they do so in accordance with the election procedure in this **clause 14**.
- (b) Following the adoption of this Constitution, no person who has served as an elected Director for a period of four (4) consecutive full terms shall be eligible for election as an elected Director until the next annual general meeting following the date of conclusion of his last term as an elected Director.

14.6 Casual Vacancies

- (a) Any casual vacancy occurring in the position of Executive may be filled by the remaining Executives. Any casual vacancy may only be filled for the remainder of the Executive's term under this Constitution.
- (b) In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the next annual general meeting next following the date of the appointment.

14.7 Grounds for casual vacancy of an Executive

A casual vacancy in the office of a member of the committee occurs if the member:

- (a) Dies;
- (b) 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;
- (c) Resigns his office in writing to the Club;
- (d) Is absent without the consent of the Committee from meetings of the Committee held during a period of at least six (6) months;
- (e) Holds any office of employment with the Club without the prior approval of the Committee;
- (f) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (g) In the opinion of the Committee, but subject always to this Constitution, has acted in a manner unbecoming or prejudicial to the objects and interests of the Club and has brought the Club into disrepute; or
- (h) Is removed by Special Resolution.

14.8 Removal of committee members

- (a) The association in an extraordinary general meeting may by special resolution remove any member of the committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed
- (b) If a member of the committee to whom a proposed resolution referred to in subclause (a) relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representations be notified to the members of the associated, the secretary or the president may send a copy of the representations to each member of the association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered
- (c) Arc must be notified of the removal of a committee member, and must approve this motion before member is removed

15. Appointment of Board of Directors

The main objective of the Board of Directors is to assist the executive and committee of the day in supporting the governance of UNSW FC by offering expert advice and consult on subjects such as; finance, operations, law, fundraising, strategic development and on any such projects that the executive requests. The Board of directors in collaboration with the executive committee of the day will determine the strategy, governance and operations of UNSW FC.

15.1. Nomination of Board Members

Members of UNSW FC may nominate person(s) to be a member of the Board of Directors at the Annual General Meeting.

Nominations will be called for as the last action of the Annual General Meeting;

- (a) A person may be nominated by an existing member of the club
- (b) A person may nominate themselves by written submission to the secretary no later than 10 days after the annual general meeting.

Members who nominate but have previously had disciplinary action taken against them or under investigation for any disciplinary measures are not eligible to nominate for the Board of Directors. This may be appealed and reviewed.

Non-members of the club may nominate for the position of the Board of Directors. A non-member may not nominate themselves and must be nominated by a current member of UNSW FC.

The executive committee will respond no later than 14 days on whether the nomination is accepted. The executive committee reserve the right to reject nominations for the Board of Directors.

15.2. Appointment of Board Members

The executive committee may appoint up to 5 members to the Board of Directors, no later than 30 days after the annual general meeting. The executive committee must unanimously vote to accept nomination of members to the board.

The appointment of a minimum of 3 board directors is required. The executive may later appoint board members in discussion with the current Board of Directors.

15.3. Meetings and Terms

The board shall meet quarterly or at times convened by the executive in special circumstances. A board meeting will be validated if a majority (quorum) of directors are present. At the first board meeting a chair will be elected from amongst those present.

Each director shall serve on a yearly basis (one term) on the UNSW FC Board of Directors. If a director is appointed outside the AGM, this term will still conclude at the next AGM.

16 Meetings of the Committee

16.1 Committee to Meet

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business and at minimum twice a year, but where possible once in each trimester of the University year. Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An Executive may at any time convene a meeting of the Committee within reasonable time.

16.2 Decisions of the Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Executives shall for all purposes be deemed a determination of the Committee. All Executives shall have one vote on any question. 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.

16.3 Quorum

(a) At meetings of the Committee the number of Executives whose presence is required to constitute a quorum is four (4).

(b) If there aren't (4) appointed executives based on vacancies in **clause 14** then the remaining seated executives may fill quorum

16.4 Notice of Committee Meetings

Unless all Executives agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Committee shall be given to each Executive. The agenda shall be forwarded to each Executive not less than four (4) days prior to such meeting.

16.5 Chairperson

The President will act as chairperson unless they are otherwise unavailable. The chairperson shall be the nominal head of the Club and will act as chair of any Committee meeting or General Meeting at which they are present. If the President is not present, or is unwilling or unable to preside at a Committee meeting the remaining Executives shall appoint another Executive to preside as chair for that meeting only.

16.6 Conflict of Interest

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

16.7 Disclosure of Interests

The nature of the interest of an Executive must be declared at the meeting of the 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 Committee at the next meeting of the Committee. If an Executive 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 Committee held after the Executive becomes interested.

16.8 General Disclosure

A general notice stating that an Executive is a Member of any specified firm or company and that they are "interested" in all transactions with that firm or company will be sufficient for the purposes of disclosure. After the distribution of the general notice, it is not necessary for the Executive to give a special notice regarding any particular transaction with that firm or company.

16.9 Recording Disclosures

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

17 Delegations

17.1 Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions.

17.2 Delegation May Be Conditional

A delegation under this **clause 18** may be made subject to certain conditions or limitations regarding the exercise of any function. These must be specified in the delegation and will, at minimum, include:

- (a) That the Committee shall determine what powers these delegations are given;
- (b) That the function, the exercise which has been delegated, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation;
- (c) That the entity exercising the delegated powers shall make decisions in accordance with the Objects; and
- (d) That the entity exercising the delegated powers shall provide the Committee with details of all material decisions as well as any other reports, minutes and information required by the Committee.

17.3 Revocation of Delegation

At any time the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this **clause 18**. It may amend or repeal any decision made by a body or person under this **clause 18**.

17.4 Annual General Meeting

- (a) The Club's annual general meeting shall be held in accordance with this Constitution. It should be held at least once every calendar year on a date and at a venue determined by the 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.

18. Special General Meetings

18.1 Extraordinary General Meeting

Any and all reference to an Extraordinary General Meeting will be a reference to a Special General Meeting.

18.2 Special General Meetings May be Held

The Committee may, whenever it thinks fit, convene a special general meeting.

18.3 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when five per cent (5%) of Members (no less) submit a requisition in writing.
- (b) 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 of more of the Members making the requisition.
- (c) If the 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 on no later than three months after that date.
- (d) 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 Committee.

19. Notice of General Meeting

- (a) Notice of every General Meeting shall be given, in writing, to Arc.
- (b) Notice of every General Meeting shall be given, in writing, to every Life Member and other Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The Executives shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.

- (c) 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/
- (d) At least ten (10) 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.
- (e) Notice of every general meeting shall be given in the manner authorised in **clause 35**.

20. Business

- (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Committee and the election of executives under this Constitution.
- (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 22(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.

21. Notices of Motion

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than twenty-five (25) days (excluding receiving date and meeting date) prior to the general meeting.

22. Proceedings at General Meetings

22.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be fifteen (15) Members or 50% of all Members, whichever is the lesser.

22.2 Chairperson to Preside

The chairperson of the Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) In relation to any election for which the chairperson is a nominee; or
- (b) Where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the Committee present shall appoint another Executive to preside as chairperson for that meeting only.

22.3 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 a date, time and place determined by the chairperson. 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.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 24.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

22.4 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.

22.5 Recording of Determinations

Unless a poll is demanded under **clause 24.4**, the chairperson's declaration shall be the 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.

22.6 Where Poll Demanded

If a poll is duly demanded under **clause 24.4** 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 results of the poll shall be the resolution of the meeting.

23. Voting at General Meetings

23.1 Members Entitled to Vote

Each Member who is entitled to vote, subject to this Constitution, shall be entitled to one vote at General Meetings.

23.2 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.

23.3 Proxy Voting

Proxy voting shall be permitted at all General Meetings. A Member shall be entitled to appoint in writing, on the prescribed form (if any) provided for that purpose, a natural person who is also a Member of the Club to be their proxy, and attend and vote at any General Meeting of the Club.

23.4 Postal Voting

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

24. Grievance Procedure

24.1 Parties to the Grievance

The grievance procedure set out in this **clause 26** applies to disputes between a Member and:

- (a) Another member; or
- (b) The Club.

24.2 Procedure

- (a) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (b) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to Arc in accordance with the procedures determined by Arc from time to time.

24.3 Additional Procedures

The Committee may prescribe additional grievance procedures in any relevant Regulations consistent with this **clause 26**.

24.4 Arc

- (a) In a dispute between a Member and the Club, parties can bring the matter directly to Arc for resolution. Arc has the discretion to refuse to hear the dispute at the first instance if it is deemed inappropriate.
- (b) Arc will have final resolution for all disputes.

25. Records and Accounts

25.1 Records

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 Committee). It shall produce these as appropriate at each Committee or general meeting. The books of account shall be kept in the care and control of the Secretary.

25.2 Committee to Submit Accounts

The Committee shall submit the Club's statement of account to the Members at the annual general meeting in accordance with this Constitution. The Committee shall also submit the Club's statement of account to Arc whenever requested.

25.3 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 Executives or in such other manner as the Committee determines.

26. Income

26.1 Income and Property of the Club

Income and property of the Club shall be derived from such sources as the Committee determines from time to time. The income and property of the Club shall be applied solely towards the promotion of the Objects.

26.2 Exceptions

Except as otherwise prescribed in this Constitution:

- (a) 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; and
- (b) 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.

26.3 Payment in Good Faith

Payment in good faith to any Member can be made for:

- (a) Any services actually rendered to the Club whether as an employee, executive or otherwise;
- (b) Good supplied to the Club in the ordinary and usual course of operation;
- (c) Rent for premises demised or let by any Member to the Club; or
- (d) Any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 28.1** or **28.2** precludes such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

27. Finance

- (a) The Club shall hold an account with a financial institution approved by Arc.
- (b) At least two (2) Executives must approve all accounts and expenditures for payment.
- (c) At least three (3) Executives must be bank account signatories, one of whom must be the Treasurer.
- (d) All financial transactions shall require the signature of two (2) duly authorised members of the Executive.

28. Dissolution

28.1 Dissolution by Special General Meeting

- (a) The secretary will convene a special general meeting when at least twenty per cent (20%) of all Members submit a requisition in writing stating the intention to dissolve the Club.
- (b) The secretary must convene the special general meeting within twenty-one (21) days of receiving the submission with the item "Dissolution" the only item on the agenda.
- (c) Notice for such a meeting must be given according to **clauses 21 and 35**.
- (d) Quorum for such a meeting will be seventy-five per cent (75%) of all Members.
- (e) All other procedures at such a meeting shall follow **clause 24**.
- (f) If the motion for dissolution is carried out by two-thirds (2/3) majority of those present and entitled to vote, the Club shall be dissolved.

28.2 Dissolution by Arc

Arc can also dissolve the Club if the Club has been financially and administratively inactive for a period of eighteen (18) months. Before dissolving the Club in this manner, Arc must give thirty (30) days notice:

- (a) In an official Arc publication; and
- (b) In writing, to the last known President of the Club.

28.3 Distribution of Property on Dissolution

If upon dissolution of the Club there remains, after satisfaction of all its debt and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to Arc to be used by Arc within the University as deemed fit for the support of sport in general.

28.4 Alteration of Constitution

This Constitution shall not be altered except by Special Resolution.

29. Regulations

29.1 Committee to Formulate Regulations

The Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and the relevant sport. Such Regulations must be consistent with the Constitution and any policy directives of the Committee.

29.2 Regulations Binding

All Regulations are binding on the Club and all Members.

29.3 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 Regulations and shall continue to apply.

29.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the 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.

30. Status and Compliance of Club

30.1 Affiliation

This Club shall be affiliated with:

- (a) Arc; and
- (b) Any sport specific regional and/or state bodies.

The Club may not resign, disaffiliate or otherwise seek to withdraw from these entities without approval by Special Resolution.

30.2 Arc

The Club recognises the mission of Arc being to provide opportunities to participate and be involved with sport and activity for current Students.

30.3 Constitution of the Club

The Constitution will clearly reflect the Objects of Arc and the sport specific regional and/or state bodies and will confirm to the Constitutions of those bodies where possible.

31. Notice

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or, where available, electronic mail to the person's registered address or electronic mail address.
- (b) Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.