



FOOTBALL  
**ST GEORGE**

# Constitution

St. George Football Association Incorporated (**FSG**)

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## 1. NAME OF ASSOCIATION

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The name of the Association is St George Football Association Incorporated, trading as Football St George ("**Association**").

## 2. DEFINITIONS AND INTERPRETATION

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### 2.1 Definitions

In this Constitution unless the contrary intention appears:

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

**Affiliate Member** means:

- (a) an individual who is a referee, coach or other official who is associated with the Association but who is not an Individual Member; or
- (b) a non-sporting body who the Association allows to apply for membership and may allow to enter teams into Association competitions on such terms as it deems necessary or appropriate.

**Annual General Meeting** means the annual general meeting of the Association held in accordance with **clause 22**.

**Association** means St George Football Association Incorporated, trading as Football St George.

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

**By-Laws** means any By-Laws made by the Board under **clause 37**.

**Club** means a Football club which is a Member, or is otherwise affiliated with the Association.

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

**Corporations Act** means the Corporations Act 2001 of the Federal Parliament.

**Delegate** means a person or the persons appointed from time to time to act as President, Vice President or Secretary for and on behalf of a Club and to represent the Club at General Meetings.

**Director** means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

**Executive Director** means the Executive Director of the Association for the time being appointed under this Constitution. Where the Association does not have an Executive Director, the Association Secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the Executive Director under this Constitution.

**Financial Year** means the period of 12 months commencing on 1 October and ending on 30 September each year.

**Football** means the sport and game of football governed by the rules of the FIFA.

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

**FIFA** means the International Federation for Football being the Fédération Internationale de Football Association (FIFA).

**Incorporation** means an entity which is subject to the provisions of the Associations Incorporation Act (2009) or the Corporations Act (2001).

**Individual Member** means a registered, financial member of a Club (eg. a player) or a natural person who is otherwise recognised by the Association as an Individual Member.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including

photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in the Region.

**Internal Resolution Process** means the dispute or grievance resolution process established by the Association, the SSO and NSO.

**Life Member** means an individual appointed as a Life Member of the Association under **clause 5.2**.

**Meeting of Delegates** means a meeting of eligible Delegates from each Club.

**Member** means a member for the time being of the Association under **clause 5**.

**NSO** means the National Sporting Organisation being Football Federation Australia Limited.

**Objects** means the objects of the Association in **clause 3**.

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

**Region** means the geographical area of the St George District for which the Association is responsible and as recognised by the SSO.

**Register** means a register of Members kept and maintained in accordance with **clause 7**.

**Special General Meeting** means a special general meeting of the Association held in accordance with **clause 23**.

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

**SSO** means the State Sporting Organisation being Football NSW Limited.

## 2.2 Severance

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail, SMS & other electronic forms of communication.

### **2.3 Interpretation**

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

### **2.4 The Act**

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

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

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

- (a) conduct, encourage, promote, advance and administer Football throughout the Region;
- (b) at all times act on behalf of, and in the interest of, and represent, the Members and Football in the Region;
- (c) promote the economic and community service success, strength and stability of the Association, the Members and Football in the Region;
- (d) affiliate and otherwise liaise with the SSO and adopt its rule and policy framework to further these Objects and Football;
- (e) advance the operations and activities of the Association throughout the Region;
- (f) have regard to the public interest in its operations;
- (g) promote the health and safety of Members and all other participants in Football in the Region;
- (h) ensure the maintenance and enhancement of the Association, the SSO, the NSO, the Members and Football, along with its standards, quality and reputation for the benefit of the Members and Football;
- (i) at all times promote mutual trust and confidence between the Association, the SSO, the NSO and the Members in pursuit of these Objects;
- (j) participate as a member of SSO so Football can be conducted, encouraged, promoted, advanced and administered in the Region and New South Wales;
- (k) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (l) strive for government, commercial and public recognition of the Association as the controlling body for Football in the Region;
- (m) abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Football and related activities in the Region;
- (n) further develop Football into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (o) review and/or determine any matters relating to Football which may arise, or be referred to it, by any Member;

- (p) recognise any penalty imposed by any Member;
- (q) act as arbiter (as required) on all matters pertaining to the conduct of Football in the Region, including disciplinary matters;
- (r) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Football in the Region;
- (s) adopt and implement such policies as may be developed by NSO or the SSO, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Football;
- (t) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (u) seek and obtain improved facilities for the enjoyment of Football in the Region;
- (v) use and protect the Intellectual Property; and
- (w) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

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

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

#### **5. MEMBERS**

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##### **5.1 Categories of Members**

The Members of the Association shall consist of:

- (a) Clubs which, subject to this Constitution, shall be entitled to be represented by its Delegate(s) and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (b) Life Members who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate but are not entitled to vote at General Meetings;
- (c) Individual Members and Affiliated Members who the Board may invite to be present at General Meetings but shall have no rights, to debate or to vote at General Meetings;
- (d) the Directors, who shall have the right to be present and to debate at General Meetings but are not entitled to vote at General Meetings; and
- (e) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Association at a General Meeting.

##### **5.2 Life Members**

- (a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association or Football, where such service is deemed to have assisted the advancement of Football in the Region, be appointed as a Life Member;

- (b) Nominations for appointment of Life Members must be made in writing to the Executive Director;
- (c) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(d)**) on the recommendation of the Board must be carried by a two thirds majority;
- (d) A person must accept or reject the Association'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.

## **6. AFFILIATION**

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### **6.1 Clubs**

- (a) Unless the Board otherwise determines, to be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within ninety (90) days of applying for membership under this Constitution.
- (b) For such time as the Club is not incorporated, the Secretary of any such unincorporated Club shall be deemed to be the Member (on behalf of the unincorporated entity). The Secretary shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion in accordance with the Grievance Procedure **clause 30**.
- (d) Failure to incorporate within the period stated in **clause 6.1(a)** shall result in the expulsion of the Secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity shall not be entitled to re-apply for membership until it becomes incorporated.
- (e) All Clubs have an obligation to maintain its incorporated status to maintain membership and should a club lose such status, then they are unable to continue to participate in the affairs and the competitions of the Association until such time as incorporated status is regained.
- (f) In the event that the Club holds a direct lease or a direct permit over their grounds, the club must advise, in writing, the specific hours that the Association have unfettered access to the fields for the purposes of operating their standard competitions. As a minimum, these hours are from 5pm – 9:30pm on Fridays; 8am – 9:30pm on Saturdays and 8am – 9:30pm on Sundays plus any public holidays required for makeup games and any other time as required for the replay of Washed out games. The club may not seek use of other FSG fields for training, in order to run events other than FSG fixtures.

### **6.2 Application for Affiliation**

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association) and the applicant's register of members;
- (c) accompanied by the appropriate fee (if any); and
- (d) accompanied by evidence of incorporation.
- (e) In the event that the applicant holds a direct lease or a direct permit over their grounds, a copy of the lease or permit is to be provided with the application



### 6.3 Discretion to Accept or Reject Application

- (a) The Association may at its discretion accept an application notwithstanding that the applicant has complied with the requirements in **clauses 6.1** and **6.2**. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Executive Director shall amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected.

### 6.4 Re-Affiliation

- (a) Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in By-Laws from time to time.
- (b) Upon re-affiliation a Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegates and any other information reasonably required by the Association.
- (c) Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (d) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(c)** shall be entitled to carry on such functions *analogous* to their previous functions as are provided for under this Constitution.

## 7. REGISTER OF MEMBERS

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### 7.1 Association to keep Register

- (a) The Association shall keep and maintain a Register in which shall be entered (as a minimum):
- (b) the full name, address, category of membership and date of entry to membership of each Club; and
- (c) the full name, residential address and date of entry to membership of each Director and Life Member;
- (d) where applicable, the date of termination of membership of any Club; and
- (e) Where applicable, the date of termination of any Director.

Clubs, Directors and Life Members shall provide notice of any change and required details to the Association within one month of such change.

### 7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members who make a reasonable request for a proper cause.

Use of information in the register cannot be used to end unsolicited information and is subject to prohibitions set out in s177 of the Corporations Act and Corporations Regulations 2001 reg 2.1.03.

### 7.3 Use of Register

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

## 8. EFFECT OF MEMBERSHIP

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Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-Laws and the SSO's and NSO's constitution and regulations;
- (b) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and By-Laws they are subject to the jurisdiction of the Association, SSO and NSO;

## 9. DISCONTINUANCE OF MEMBERSHIP

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### 9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months' notice in writing to the Association of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.
- (c) If a Club ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the By-Laws.
- (d) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a) and (b)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

### 9.2 Discontinuance for breach

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the By-Laws, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the Member accused of the said breach the opportunity to explain the breach and/or remedy the breach in accordance with the Grievance Procedure **clause 30**.
- (c) Where a member fails, in the Board's view, to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause as soon as practicable.

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

Membership of the Association may be discontinued by the Board if a Club has not re-affiliated with the Association within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

### **9.4 Member to Re-Apply**

A Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

### **9.5 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Club ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

### **9.6 Delegate Position Lapses**

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

### **9.7 Membership may be Reinstated**

Membership which has been discontinued under this **clause 9** (excluding Notice of Resignation under clause 9.1) may be reinstated at the discretion of the Board, with such conditions as it deems appropriate;

### **9.8 Refund of Membership Fees**

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

## **10 DISCIPLINE**

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- (a) Where the Board is advised or considers that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, the SSO's or the NSO's constitution or regulations or any resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association, SSO, NSO and/or Football; or
  - (iii) brought the Association, SSO, NSO, any other Member or Football into disrepute;the Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the By-Laws;
- (b) A Member may avail themselves of their rights under the Grievance Procedure **clause 30**;
- (c) Excluding criminal proceedings, no party may commence or pursue any proceedings in a court of law until the Internal Resolution Process has been exhausted.

## **11 SUBSCRIPTIONS AND FEES**

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

## **12 TRANSITIONAL PROVISIONS**

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The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until this Constitution takes effect and the Association is bound by the provisions contained herein. At the General Meeting at which this Constitution is adopted the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with the provisions of the Constitution in effect immediately prior to the adoption of this Constitution.

- (a) Incorporation - this process must be complete within one year of applying for membership under this Constitution;
- (b) Affiliation - All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act;
- (c) By-Laws Deemed Applicable - All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have not been replaced by this Constitution, shall be deemed to be By-Laws and shall continue to apply;
- (d) Subject to this clause, this Constitution, upon being adopted by the Association in General meeting, takes effect by force of this clause at the expiration of a period of 14 days from the adoption of this Constitution;
- (e) The Constitution that is in force immediately prior to the adoption of this Constitution shall continue to operate until the expiration of a period of 14 days from the adoption of this Constitution, at which time it will be repealed;
- (f) This clause is intended to facilitate a quick and efficient transition from the previous Constitution to this Constitution;
- (g) For the avoidance of doubt, the provisions of this Constitution are to take effect and become binding upon the Association at the expiration of a period of 14 days from the adoption of this Constitution in general meeting.

## **13 POWERS OF THE BOARD**

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Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the Region.

In exercising its powers, the directors must do so in accordance with s180 – s185 of the Corporations Act.

## **14 COMPOSITION OF THE BOARD**

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### **14.1 Composition of the Board**

The Board shall comprise:

- (a) five (5) elected Directors;

who must all be Individual Members and who shall be elected under **clause 15**; and

- (b) up to two (2) appointed Directors;

who need not be Individual Members and who may be appointed by the Directors in accordance with **clause 16**.

A Director cannot also be a Delegate.

### **14.2 Election and Appointment of Directors**

- (a) The elected Directors shall be elected under clause 15;
- (b) The appointed Directors may be appointed under **clause 16**.

### **14.3 Portfolios**

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

## **15 ELECTED DIRECTORS**

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### **15.1 Nominations**

- (a) Nominations for an elected Director position shall be called for at least 28 days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and descriptions for the positions shall also be provided. Qualifications and portfolio descriptions shall be as determined by the Board from time to time.
  
- (b) Nominees for an elected Director position must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as a full time employee.

### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) members who are defined in **clause 5** and would be listed as members in the Register of Members;
- (d) certified by the nominee (who must be an Individual Member) expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Association not less than 21 days before the date fixed for the Annual General Meeting.

### **15.3 Elections**

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

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

- (a) Directors elected under this **clause 15** shall be elected for a term of two (2) years.
- (b) Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (c) Three (3) elected Directors shall retire in each odd year and two (2) elected Directors shall retire in each even year until, after two (2) years the five (5) original elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.
- (d) The sequence of retirements under **clause 15.4(c)** to ensure rotational terms shall be determined by the Board. If the Board cannot agree it will be determined by lot.
- (e) 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.

### **16 APPOINTED DIRECTORS**

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#### **16.1 Qualifications for Appointed Directors**

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members but must be natural persons. Appointed Directors cannot also be a Delegate.

#### **16.2 Term of Appointment for Appointed Directors**

- (a) Appointed Directors may be appointed by the elected Directors under this Constitution for a maximum term of two (2) years.
- (b) No person who has served as an appointed Director for a period of two (2) consecutive full terms shall be eligible for appointment as an appointed Director until the next Annual General Meeting following the date of conclusion of his last term as an appointed Director.

### **17 VACANCIES ON THE BOARD**

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#### **17.1 Casual Vacancies**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

### **17.2 Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board for more than three (3) meetings held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) in the opinion of the Board (but subject always to this Constitution:
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
  - (ii) has brought the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001* (Cth); or
- (k) is proven guilty of fraud or misconduct in accordance with this Constitution, Bylaws or otherwise.

### **17.3 Board May Act**

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

## **18 MEETING OF THE BOARD**

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### **18.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

### **18.2 Decisions of Board**

- (a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) 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.
- (b) Decisions of the Board can be challenged for review at a Special Meeting in the event that 75% of all eligible Members object in writing to a decision of the Board.

- (c) Minutes of all meetings of the Board are to be kept and circulated to the Delegates of the affiliated clubs within 21 days of the meeting.
- (d) All minutes are to be signed and entered into the official minute book or register within 30 days of the Board meeting.

### **18.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone, video conferencing or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
  - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
  - (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

### **18.4 Quorum**

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

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

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than two (2) days prior to such meeting.

### **18.6 Chairperson**

The Board shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a board meeting, the remaining Directors shall appoint another Director to preside as chair for that meeting only.



### **18.7 Directors' Interests**

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

### **18.8 Conflict of Interest**

A Director shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

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

### **18.9 Disclosure of Interests**

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

### **18.10 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

### **18.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting.

The Executive Director shall maintain a register of declared interests by the individual directors. Such register is available for inspection by a member upon a written request to the Executive Director.

### **18.12 Standing Orders**

The form of any meetings held by Directors is outlined in **Schedule 2**.

## **19 EXECUTIVE DIRECTOR**

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### **19.1 Appointment of Executive Director**

An Executive Director shall be appointed by and from within the elected Directors of the Board for such term and on such conditions as the Board thinks fit.

### **19.2 Executive Director to act as Public Officer**

The Executive Director shall act as and carry out the duties of Public Officer of the Association and shall administer and manage the Association in accordance with the Act and this Constitution.

### **19.3 Executive Director may employ**

The Executive Director may, with the approval of the Board, employ and/or terminate such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Executive Director and the Board determines.

## **20 DELEGATIONS**

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### **20.1 Board may Delegate Functions**

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause the Board must take into account broad stakeholder involvement.

### **20.2 Delegation by Instrument**

The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

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

### **20.3 Delegated Function Exercised in Accordance With Terms**

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

### **20.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

### **20.5 Delegation may be Conditional**

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

### **20.6 Revocation of Delegation**

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

### **20.7 Responsibility for Actions of Delegate**

If the Board delegate a power, the Board is responsible for the exercise of the power by the delegate, as if the power had been exercised by the Board itself.

### **20.8 Standing Committee – Judiciary**

The Judiciary Committee shall hear and determine all protests, disputes and complaints by and against Affiliated Clubs, players and officials arising from incidents either on or off the field of play.

The Committee shall be comprised of a Chairperson, two (2) members appointed by and from the Board and two (2) members of the Association elected by the delegates present and voting at the Annual General Meeting. A quorum of the Committee shall consist of three (3) members thereof.

The functions, powers, duties and procedures of the Judiciary Committee shall be as provided by this Constitution and the By-Laws.

### **20.9 Standing Committee – General Purpose Tribunal**

- (a) The General Purpose Tribunal will investigate and determine any breach of the Constitution, By-Laws or Policies of the Association by any Affiliated Club or its members, RTO, coaches, managers or spectators referred to it by the Board.
- (b) The General Purpose Tribunal will consist of a panel of three (3) comprising a Chairperson (preferably with a legal background) plus two other members from the Association Members. A quorum of the Committee shall consist of three (3) members, with the proviso to co-op other members to fill any vacancies. The functions, powers, duties and procedures of the General Purpose Tribunal shall be as provided by the Constitution and the By-Laws.
- (c) The General Purpose Tribunal members shall not attend on matters involving clubs which they have an affiliation with.

### **20.10 Standing Committee – Grading Committee**

The Grading Committee shall comprise the Competition Secretary, the General Manager Football & Technical Director, plus 2 members appointed by the Board and 2 members of the Association elected by the members present and voting at the Annual General Meeting.

### **20.11 Constitution and By-Laws Committee**

- (a) The Constitution and By-Laws Review Committee shall comprise the Executive Director, Association Secretary together with two other members of the Association elected by the delegates present and voting at the Annual General Meeting.
- (b) The Constitution and By-Laws Review Committee shall receive and discuss with the proposing club their proposed alterations to the Constitution and By-Laws. After reviewing the proposed alterations the committee shall decide whether to accept the proposed alteration and make a recommendation to the Board for circulation prior to the AGM.

### **20.12 Appeals Committee**

- (a) The Appeals Committee will review any appeal lodged by a player, an Affiliated Club or its members, Registered Team Officials (RTO's), coaches and managers against any decisions or findings made by the Judiciary Committee or General Purpose Tribunal.
- (b) The Committee (which is to include a member of the Board) shall be comprised of a Chairperson, and three (3) members of the Association elected by delegates present and voting at the Annual General Meeting. A quorum of the Committee shall consist of three (3) members, with the proviso to co-op other members to fill any vacancies. The Appeals Committee is to exclude any person who sat on the original hearing or whom the Chairperson determines has a conflict of interest. No more than one (1) Board member may sit on the

Appeals Committee at any one time.

- (c) An Appeal from any determination at first instance shall only be made on any of the following grounds:
  - (i) Failure to afford procedural fairness;
  - (ii) Lack of jurisdiction;
  - (iii) Insufficient evidence;
  - (iv) Incorrect interpretation of the FSG Constitution, By-Laws or Policies.
  - (v) Severity of the penalty.

## **21 EXECUTION OF DOCUMENT**

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- (a) The Association may execute a document if the document is signed by:
  - (i) Two (2) Directors of the Association; or
  - (ii) One (1) Director and the General Manager / Public Officer.
- (b) The execution of documents under this clause shall be done by an authorizing resolution of the Board.

## **22 ANNUAL GENERAL MEETING (AGM)**

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- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.
- (c) All members who have not paid the current seasons account in full, received and receipted by the 30<sup>th</sup> of September (financial end of season) will be unable to vote at the Annual General Meeting. No exceptions will be granted.

## **23 SPECIAL GENERAL MEETINGS**

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### **23.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### **23.2 Requisition of Special General Meetings**

- (a) The Executive Director shall convene a Special General Meeting following a request in writing of not less than fifty percent (50%) of Members entitled to vote at such a meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Executive Director does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.

- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **24 NOTICE OF MEETING DELEGATES**

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- (a) Notice of every Meeting of Delegates shall be given to every Club entitled to receive notice at the address appearing in the Register kept by the Association. No other person shall be entitled as of right to receive Notices of Meeting of Delegates.
- (b) A notice of a Meeting of Delegates shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty one (21) days' notice of a Meeting of Delegates shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every Meeting of Delegates shall be given in the manner authorised in **clause 41**;
- (e) The Board must hold at least four (4) Meetings of Delegates during the year including one (1) prior to commencement of the season.

## **25 BUSINESS**

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- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(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.

## **26 NOTICE OF MOTION**

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- (a) 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 Executive Director not less than twenty-one (21) days (excluding receiving date and meeting date) prior to the General Meeting.

## **27 PROCEEDINGS AT GENERAL MEETINGS**

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### **27.1 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 Association shall be **one-third** of Clubs personally represented by at least one Delegate.

### **27.2 Chairperson to preside**

The chairperson of the Board 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 Delegates present shall appoint another Director to preside as chairperson for that meeting only.

### **27.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse;
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but 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 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **27.4 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 Delegates on behalf of their Members.

### **27.5 Recording of Determinations**

Unless a poll is demanded under **clause 27.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **27.6 Where Poll Demanded**

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **28 VOTING AT GENERAL MEETINGS**

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### **28.1 Members Entitled to Vote**

Each Club shall be entitled to vote at General Meetings which, subject to this clause shall be exercised by the Club's Delegates. No other Members shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Directors and Executive Director shall have no right to vote at General Meetings.

### **28.2 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.

### **28.3 Proxy and Postal Voting**

Proxy voting is not allowed at General Meetings. No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

## **29 STRATEGIC FORUM OF ASSOCIATION**

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### **29.1 Strategic Forums**

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Association's strategic plan and direction;
- (c) discuss relevant issues eg. coaching and technical development, infrastructure, ground amenities, competitions, special projects, grants, etc;
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level;
- (e) review the annual financial plan prepared by the Board including all revenue, operating expenses, special projects and any other financial commitment of the Association.

### **29.2 Attendees at Strategic Forums**

The following persons may attend strategic forums:

- (a) up to two (2) delegates from each Club;
- (b) Life Members;
- (c) the Directors; and
- (d) such other persons the Board considers should be invited.

### **29.3 Presentation of Strategic Plan**

The Board will present the Strategic Plan (operating and financial) to a meeting of delegates prior to the commencement of the new season.

## **30 GRIEVANCE PROCEDURE**

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- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - (ii) another Member; or
  - (iii) the Association.
- (b) 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.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an

independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.

- (d) The Board may prescribe additional grievance procedures in By-Laws consistent with this **clause 30**.
- (e) No party may commence or pursue any civil proceedings in a court of law until the Internal Resolution Process has been exhausted.

## **31 RECORDS AND ACCOUNTS**

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### **31.1 Records**

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting.

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

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Executive Director.

### **31.3 Association to Retain Records**

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **31.4 Board to Submit Accounts**

The Board shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

### **31.5 Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

### **31.6 Accounts to be sent to Members**

The Executive Director shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

### **31.7 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

## **32 AUDITOR**

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- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.



- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

### **33 INCOME**

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**33.1** Income and property of the Association shall be derived from such sources as the Board determines from time to time.

**33.2** The income and property of the Association shall be applied solely towards the promotion of the objects.

**33.3** Except as prescribed in this Constitution or the Act:

- (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

**33.4** Nothing in **clauses 33.2** or **33.3** shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Association whether as an employee, Director or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member to the Association;
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;
- (f) provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

#### **33.5 Reserve Fund**

- (a) The Association shall maintain a Reserve Fund in the title of Football St George Futures Fund to be controlled by the Board.
- (b) A two-thirds majority at a General Meeting is required to approve expenditure from the Reserve Fund. Investments from the fund may be made in the name of Football St George.
- (c) The Board is responsible to account for the income and expenditure of this fund.

### **34 WINDING UP**

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

### **35 DISTRIBUTION OF PROPERTY ON WINDING UP**

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- (a) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

### **36 ALTERATION OF CONSTITUTION**

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- (a) This Constitution shall not be altered except by Special Resolution at an Annual General Meeting.

### **37 BY-LAWS**

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#### **37.1 Board to Formulate By-Laws**

- (a) The Board may formulate amendments to the By-Laws for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Football in the Region as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the SSO's and NSO's constitutions, any regulations made by the SSO or NSO and any policy directives of the Board.
- (b) Any proposed amendment to the By-Laws is to be distributed to Delegates of the Member Clubs as soon as is practically possible after the drafting of the amendments.
- (c) Proposed amendments to the By-laws are to be ratified by way of a majority vote of Delegates on behalf of Member Clubs at the next scheduled General meeting.
- (d) In the event that a situation may arise where there is a genuine imperative to amend or suspend any By-Laws to deal with unforeseen or unanticipated circumstances that affect the Association, then the Board may seek approval to make amendments to the By-Laws to rectify such situation especially if comply with any laws, regulations, player welfare issues and/ or the need to best protect the members, assets and Association. A majority vote of Delegates at either a Meeting of Delegates or in writing approving of such changes is required.

#### **37.2 By-Laws Binding**

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

#### **37.3 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Board. Clubs shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

The Association is required to maintain a register of Bulletins.

## **38 STATUS AND COMPLIANCE OF ASSOCIATION**

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### **38.1 Recognition of Association**

The Association is a member of SSO and is recognised by SSO as the controlling authority for Football in the Region and subject to compliance with this Constitution and the SSO's and NSO's constitution shall continue to be so recognised and shall administer Football in the Region in accordance with the Objects.

### **38.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Football;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Football, its standards, quality and reputation for the benefit of the Members and Football;
- (e) at all times act in the interests of the Members and Football;
- (f) not resign, disaffiliate or otherwise seek to withdraw from SSO without approval by Special Resolution; and
- (g) abide by the SSO's and NSO's constitutions and the rules of Football.

### **38.3 Operation of Constitution**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Football are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and
- (b) to ensure the maintenance and enhancement of Football, its standards, quality and reputation for the benefit of the Members and Football;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Football and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Football and the Members;
- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

## **39 ASSOCIATION CONSTITUTION**

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### **39.1 Constitution of the Association**

This Constitution will clearly reflect the objects of the SSO and will conform to the SSO's constitution, subject always to the Act.

### **39.2 Operation of SSO constitution**

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to the SSO constitution subject always to the Act.
- (b) The Association shall provide to SSO a copy of this Constitution and all amendments to this document.
- (c) The Association acknowledges and agrees that if there is any clash or inconsistency in the operation of a provision of this Constitution (or any By-Law or regulation made under it) and the SSO's constitution (or any By-Law or regulation made under it), then the SSO constitution (or any By-Law or regulation made under it) will apply to the extent of any inconsistency.

### **39.3 Register**

The Association shall maintain, in a form acceptable to SSO but otherwise in accordance with the Act, a Register of all Clubs and if appropriate all Individual Members.

## **40 STATUS AND COMPLIANCE OF CLUBS**

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### **40.1 Compliance**

Subject to this Constitution, Clubs acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate Delegates annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;
- (c) provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (d) recognise the Association as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or the SSO from time to time; and
- (f) have regard to the Objects in any matter of the Club pertaining to Football.

### **40.2 Club Constitutions**

- (a) The Clubs' constituent documents will clearly reflect the Objects.
- (b) Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) Clubs shall provide to the Association a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Association has power to veto any provision in a Club constitution which, in the Association's opinion, is contrary to the Objects.
- (d) The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for Football in the Region, the SSO as the authority in New South Wales and the NSO as the national authority for Football in Australia.

### **40.3 Register**

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

## **41 NOTICE**

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- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's Registered address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address.
- (b) Where a 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 (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

## **42 INDEMNITY**

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- (a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except willful misconduct:
  - (i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

## **43 HONORARIA**

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- (a) Each Officer and/ or Office bearer of the Association shall be entitled to reimbursement for any out of pocket expenses incurred in the course of so acting but shall not otherwise be entitled to receive remuneration.
- (b) The Board may propose for consideration by the members present at the Annual General Meeting that Honoraria be paid to such Officers and/ or Office Bearers, and in such amounts, as the members so determine.

## **44 ASSOCIATION COLOURS**

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- (a) The Association colours are Red, White and Black.

**SCHEDULE 1 - List of Affiliated Clubs for 2020**

<b>CLUB NAME:</b>	<b>NO. OF DELEGATES</b>
All Saints Oatley West	2
Arncliffe Aurora	2
Banksia Tigers	2
Bexley North Bombers	2
Carlton Rovers	2
Carss Park	2
Connells Point Rovers	2
Dolls Point	2
Forest Ranger	2
Hurstville Glory Soccer Club	2
Hurstville City Minotaurs	2
Hurstville Z. FC	2
Kogarah Waratah	2
Lugarno	2
Oatley R.S.L	2
Peakhurst United	2
Penshurst West	2
Ramsgate R.S.L	2
Rockdale City Suns	2
Rockdale Raiders	2
Sans Souci	2
Scots FC	2

**Affiliation History Notes**

- *All Saints Oatley West admitted 12th August 1987*
- *Dolls Point name change to St. George Sailing February 1990 then altered back to Dolls Point February 1993*
- *Arncliffe Aurora admitted February 1991*
- *Bardwell Park/Turrella Minotaurs admitted February 1992 - name change to Southern Minotaurs February 1993 - name change to Hurstville City Minotaurs March 1998*
- *Blakehurst withdrawn February 1993*
- *Hurstville R.S.L. withdrawn January 1994*
- *Rockdale Youth name change to Rockdale Raiders January 1994*
- *Bexley North name change to Bexley North Bombers January 1996*
- *Qantas name change to Monterey February 1997*
- *Rockdale Ilinden name change to Rockdale City Suns 1999*
- *Riverwood Legion – club disbanded 1999*
- *Arncliffe Aurora - Name change to Brighton Andinos in June 2000 to commence 2001 – Brighton Andinos failed to affiliate 2003*
- *Arncliffe Aurora re-admitted in February 2001*
- *St. George Police Youth – Name change to St. George United December 2001*
- *Kingsgrove Allstars & St. George Olympic merged together and formed Hurstville Glory January 2003*
- *Banksia Tigers admitted 28<sup>th</sup> February 2005*
- *Monterey – not affiliated, unfinancial 2007*
- *Ansett Australia – did not re-affiliate January 2008*
- *St. George United – did not re-affiliate 2013*
- *Beverly Hills FC – did not re-affiliate in 2015*

**SCHEDULE 2 - List of Life Members**

E. Coleman	K. Setter
A.S Tanner BEM*	G. Dalley*
R. Orton	R. Mason
R. Doige	R. Harrington
R. Hunt*	R. Pannowitz*
S. Moses*	P. Dawson*
C. Pirie *	Mrs J. Dawson
A. Knight*	Mrs H. Christopher*
K. Pitt	A. Howards
F. Burgess*	J. Wall*
G. Harris*	Mrs J. Clow
R. Edwards	T. Trotman
W. Dobson*	R. Walker
J. Hedison	J. Buckley*
K. Derrett	Mrs D. Buckley
J. Palmer*	M. Dinley
J. Gooch	R. Gardner
D. Dollery	D. Marshall*
A. Christopher	R. Baker
A. Noyes*	K. Pavey
J. Ludington	W. Dennis
J. Preston	M Corfield
G. Taff	Mrs R. Corfield
D. Rothwell	S. Mallios*
S. Best*	A. Bonura
I. Pavelic	

\*Deceased

**SCHEDULE 3 - Standing Orders for Meeting of Delegates**

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1. Credentialing and apologies
2. Reading, acceptance and confirmation of minutes of last Delegates Meeting
3. Board & Management reports and recommendations
4. Correspondence
5. General Business



**SCHEDULE 4 - Standing Orders for Annual General Meetings (AGM)**

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1. Credentialing
2. Confirmation of minutes of last Annual General Meeting
3. Presentation of Annual Reports:-
  - (a) Executive Director
  - (b) Treasurer
  - (c) General Manager
  - (d) Head of Football & Technical Director
4. Election of Officers and/ or Office Bearers:-
  - (a) Patrons
  - (b) Directors
  - (c) Two (2) members of Association to Judiciary Committee
  - (d) Two (2) members of Association to General Purpose Tribunal Committee
  - (e) Two (2) members of Association to Grading Committee
  - (f) Two (2) members of Association to Constitution & By-Laws Review Committee
  - (g) Auditor
5. Election by incoming Directors of Returning Officer
6. Determination of:
  - (a) Auditor's remuneration (clause 31)
  - (b) Honoraria (clause 43); and
7. Constitutional amendments
8. Motions on notice
9. General Business

**SCHEDULE 4 – Constitution Revision History**

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*The amendments to the FSG Constitution 2011 tabled to the members to be included in the amended and new format known as the FSG Constitution 2013 were approved at the FSG AGM held on 3 December 2012.*

<b>Season</b>	<b>Amendments Approved</b>	<b>Minute</b>
2013 Constitution	Meeting of Club Delegates - 3 December 2012	MCM 2/12/12 Minute 7
2014 Constitution	Meeting of Club Delegates – 25 November 2013	MCM-25/11/13 Minute 7
2015 Constitution	Meeting of Club Delegates – 25 November 2014	MCM-25/11/14 Minute 7
2016 Constitution	Meeting of Club Delegates - 23 November 2015	MCM-23/11/15 Minute 7