

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

# Revesby Heights Rhinos JRLFC Constitution

Commencing January 2021



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Doc Ref: Rev 3, 01 January 2021



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REVESBY HEIGHTS JRLFC



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## ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

### CONSTITUTION

#### REVESBY HEIGHT RHINOS INCORPORATED

This constitution dated 1st January 2021 shall override all preceding constitutions and By-Laws of the Revesby Heights Revesby Heights Rhinos Junior Rugby League Football Club.

#### 1. NAME OF CLUB

The name of the Club is Revesby Height Rhinos Junior Rugby League Football Club Incorporated (Club). Wherever appearing the word 'Club' shall refer to the Revesby Heights Rhinos Junior Rugby League Football Club.

#### 2. LOCALITY OF THE CLUB

The locality of the Club shall be within the Canterbury-Bankstown District of Sydney, New South Wales, where all meetings of the Club will be held.

#### 3. DEFINITIONS AND INTERPRETATION

##### 3.1 Definitions

In this Constitution unless the contrary intention appears:

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

**“Affiliate Membership”** means membership by the Club of the appropriate and relevant District Association for the sport of Rugby League.

**“Executive Committee”** means the body managing the Club and consisting of the directors.

**“Constitution”** means this Constitution of the Club.

**“Director”** means a Member of the Executive Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

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

**“IF”** means the International Federation, being the Rugby League International Federation (the RLIF)

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

**“Intellectual Property”** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in New South Wales.

**“Junior Member”** means a registered Member of the Club who is younger than 18 years of age.



“Life Member” means an Individual appointed as a Life Member of the Club under clause 9.2.

“**Local area**” means the geographical area for which the Club is responsible as recognised by the district and/or state organisations for Rugby League of which the Club is a Member.

“**Member**” means a Member of the Club for the time being under **clause 9**.

“**National Rugby League**” means the Rugby League sporting competition run by the ARLC (the **NRL**).

“**NSO**” means the National Sporting Organisation being the Australian Rugby League Commission Limited ACN 003 107 293 (the **ARLC**).

“**Objectives**” means the Objectives of the Club in **clause 4**.

“**Player**” or **Players**” mean a player or players who is/are registered as a player or players of the Club.

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

“**Register**” means a register of Members kept and maintained in accordance with **clause 11**.

“**RSO**” means the Regional Sporting Organisation being the District Junior Rugby Football League, being [Bankstown-Canterbury District Club]

“**Seal**” means the common Seal of Revesby Height Rhinos.

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

“**SSO**” means the State Sport Organisation being the New South Wales Rugby League Limited ACN 002 704 761 (the **NSWRL**).

### 3.2 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;
- (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.

### **3.3 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.

### **3.4 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.

## **4. OBJECTIVES OF THE CLUB**

The Club is established solely meet Objectives. The Objectives of the Club are established to:

- (a) Act for the benefit and safety of the Players;
- (b) Promote, develop and foster the game of Rugby League in the Canterbury-Bankstown District;
- (c) Participate as a member of NSWRL so Rugby League can be conducted, encouraged, promoted, advanced and administered in the local area, district and New South Wales;
- (d) Conduct, encourage, promote, advance and administer Rugby League throughout the local area;
- (e) At all times promote mutual trust and confidence between the Players, the Club, the RSO, the NSWRL, and the Members in pursuit of these Objects;
- (f) At all times act on behalf of, and in the interests of, the Players, the Members and Rugby League in the local area;
- (g) Develop playing skills and encourage the attainment of success in sport;
- (h) Encourage comradeship, develop character and encourage the participation of all residents in and out of the Canterbury-Bankstown District in Club activities;
- (i) Affiliate and otherwise liaise with the RSO, NSWRL and/or ARLC of which the Club is a Member and adopt their rule and policy frameworks to further these Objects
- (j) Adopt and implement such policies as may be developed by ARLC (through the NRL) and/or the NSWRL, 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 Rugby League;
- (k) Abide by, promulgate, enforce and secure uniformity in the application of the rules of Rugby League as may be determined from time to time by the ARLC and/or NSWRL as may be necessary for the management and control of Rugby League and related activities in the local area;



- (l) Recognise the RSO, seeking to join and act as an Affiliate Member, at a district level in relation to the administration and advancement of Rugby League at the local level;
- (m) Recognise the NSWRL at a State level as the State governing body in relation to the administration and advancement of Rugby League at the local level;
- (n) Recognise the ARLC at a national level as the national governing body in relation to the administration and advancement of Rugby League at the local level;
- (o) Apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;
- (p) Advance the operations and activities of the Club throughout the local area;
- (q) Recognise any penalty imposed by any Member;
- (r) Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Rugby League in the local area;
- (s) Use and protect the Intellectual Property;
- (t) Represent the interests of its Members and of Rugby League generally in any appropriate forum in the local area;
- (u) Promote the health and safety of Members and all other participants in Rugby League in the local area;
- (v) Seek and obtain improved facilities for the enjoyment of Rugby League in the local area;
- (w) Have regard to the public interest in its operations; and
- (x) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

## **5. AFFILIATION**

The Club shall remain an affiliated member of the Canterbury-Bankstown District Junior Rugby League, the New South Wales Rugby League, and the Australian Rugby League, and shall be subject to all the terms, conditions, rules and by-laws of such affiliations.

## **6. PLAYING YEAR**

The football year shall commence on the first day of January of each year.

The Financial Year commences on 1 November in each year.

## **7. BRANDING**

The Club's branding shall remain as is and no changes or adjustments are to be made without Club consent. Refer to the Club's Branding Policy for imagery.

The Club's logo will consist of the approved rhinoceros, with red circle, blue background and the words 'Revesby Heights JRLFC'.

The Club's uniform colours shall be red, white and blue.



## 8. POWERS OF THE CLUB

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

## 9. MEMBERS

### 9.1 Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

### 9.2 Life Members

- (a) The Executive 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) Any member of the Club may be elected a Life Member of the Club in accordance with these Rules provided that a period of five (5) consecutive years they have served with the Club in the capacity of playing member or official or both.
- (c) The Executive Committee may recommend to the Annual General Meeting of the Club not more than two (2), Life Memberships may be bestowed in any one year..
- (d) Nominations for Life membership shall be made in writing by the proposer and seconder both of whom must be members of the Executive Committee or General Committee endorsed by the consent of the nominee and accompanied by the written qualifications and history of such nominee which shall be verified by the secretary
- (e) Nominations for Life Membership shall close at the last General Meeting of the Club held in the month of September of each year. All nominations for Life Membership must be submitted each year irrespective of any previous nomination.
- (f) A resolution of the annual general meeting to confer life membership (subject to **clause 9.2(c)**) on the recommendation of the Executive Committee must be a Special Resolution.
- (g) 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.





### 9.3 Player Service Award

- (a) Any player having completed five (5) consecutive years playing service with the Club shall automatically become eligible for an award in recognition of such service.
- (b) In recognition of this achievement such player shall be presented with a suitable memento or token at the Club's Presentation Day or an alternative appropriate time and place.
- (c) Any player having completed ten (10) years playing service with the Club shall automatically become eligible for an award in recognition of such service.
- (d) In recognition of this achievement such player shall be presented with a framed jersey at the Club Presentation Day or an alternative appropriate time and place

## 10. MEMBERSHIP APPLICATION

### 10.1 Application for Membership

An application for membership must be:

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

### 10.2 Coaches and Managers

Applications may be invited annually for the positions of coaches, managers and trainers in any grade that the club may enter. The committee, at any time, may invite applications for a coaching position.

Appointment of a coach, the manager and trainer(s) will be made by the committee as soon as practicable after the Annual General Meeting. These positions will not be voted upon or discussed at the Annual General Meeting.

### 10.3 Discretion to Accept or Reject Application

The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 10.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.

Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.

Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

### 10.4 Renewal

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



## **10.5 Deemed Membership**

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

Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 10.5** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **11. REGISTER OF MEMBERS**

### **11.1 Club to Keep Register**

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

- (a) The full name, address and date of entry of each Member; and
- (b) Where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

### **11.2 Inspection of Register**

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

### **11.3 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 Executive Committee considers appropriate.

## **12. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

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



### **13. DISCONTINUANCE OF MEMBERSHIP**

#### **13.1 Notice of Resignation**

A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.

Once the Club receives a notice of resignation of membership given under **clause 13.1**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

#### **13.2 Discontinuance for Breach**

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

Membership shall not be discontinued by the Executive Committee under **clause 13.2** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

Where a Member fails, in the Executive Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 13.20** by the Club 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.

#### **13.3 Member to Re-Apply**

A Member whose membership has been discontinued under **clauses 13.1 or 13.2**:

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

#### **13.4 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.

#### **13.5 Membership may be Re-instated**

Membership which has been discontinued under this **clause 0** may be reinstated at the discretion of the Executive Committee, with such conditions as it deems appropriate.

#### **13.6 Refund of Membership Fees**

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



#### **14. DISCIPLINE**

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

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Executive Committee or any duly authorised committee
- (b) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Rugby League; or
- (c) Brought the Club, any other Member or Rugby League into disrepute.

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 the Regulations.

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

#### **15. SUBSCRIPTIONS AND FEES**

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

#### **16. EXISTING DIRECTORS**

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

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

The executive committee is a standing committee that often acts as a steering committee for the full Club Committee. Functioning as a steering committee, the executive committee prioritises issues for the full Executive Committee to address. Although the executive committee comprises senior-level leaders, the committee members report to the Executive Committee.

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

The affairs of the Club shall be controlled and managed by the Executive Committee and such Sub-Committee or Sub-Committees as it may appoint.

The Executive Committee shall have the power to admit or exclude visitors at Club Meetings but no visitor shall have voting rights but may, with the consent of the Executive Committee address such meetings.

The Executive Committee shall have the power to deal with and adjudicate on any complaint made to it of misconduct by any member of the Club provided such complaint is of misconduct detrimental to the policy, image, interest, and welfare of the Club.



The Executive Committee shall have the power to cite or cause to appear before it any member of the Club against whom a complaint of misconduct has been made and after proper inquiry shall adjudicate and take such action as it may deem fit.

Executive Committee members will conduct Club operations in accordance with Club Position Descriptions.

Executive Committee Members shall be elected at the Annual Meeting and shall then hold office until their successors are appointed.

The Grading Committee who shall be appointed by the Executive Committee only.

Team Coaches who shall be appointed by the Executive Committee only.

## **18. COMPOSITION OF THE EXECUTIVE COMMITTEE**

### **18.1 Composition of the Executive Committee**

The Executive Committee shall comprise of seven elected directors; and

The Executive Committee of the Club must all be Members and who shall be elected under **clause 19**; and shall comprise of:

- (a) President,
- (b) Vice President (International League - Age Group 13+),
- (c) Vice President (Junior League),
- (d) Secretary,
- (e) Assistant Secretary,
- (f) Treasurer,
- (g) Assistant Treasurer, and
- (h) Registrar.

Up to two appointed directors who need not be Members and who may be appointed by the Directors in accordance with **clause 20**.

### **18.2 Election and Appointment of Directors**

The elected Directors shall be elected under clause 19.

The appointed Directors may be appointed under clause 16.

### **18.3 Portfolios**

The Executive Committee may allocate portfolios to directors.

## **19. ELECTED EXECUTIVE COMMITTEE**

### **19.1 Nomination for Executive Committee**

Nominations for elected Executive positions shall be called for forty-eight (48) 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 Executive Committee from time to time.

**19.2 Nominees for elected Executive positions must declare any position they hold in an NSO, SSO or RSO.**

In the case of any member of the Executive committee or General Committee failing to attend three consecutive meetings, his seat and position may be declared vacant by resolution provided however that the seat of the member of the Executive Committee or General Committee shall be declared vacant if it is deemed by the remainder of the Executive Committee and General Committee that there was good and sufficient reason for his absence (Refer Rule16).

Any vacancy occurring in a position of the Executive Committee between Annual Meetings shall be filled by a member of the General Committee.

**19.3 Sub-Committee Members**

The committee is a body of persons that is subordinate to the Executive Committee; which implements and supports the decisions and operations on behalf of the Club.

Sub-Committee Members of the Club shall include:

- (a) Coach Coordinator,
- (b) Ground Manager,
- (c) Media Manager,
- (d) Health and Safety Manager,
- (e) Events Coordinator,
- (f) Canteen Coordinator,
- (g) Volunteer Coordinator,
- (h) Equipment Coordinator,
- (i) Equity Officer, and
- (j) Youth Representative.

Sub-Committee members will conduct Club operations in accordance with Club Position Descriptions.

**19.4 Form of Nomination**

Nominations must be:

- (a) In writing;
- (b) On the prescribed form provided for that purpose;
- (c) Signed by two Individual Members not including the nominee;
- (d) Certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- (e) Delivered to the Club not less than fourteen (14) days before the date fixed for the annual general meeting.



- (f) All official nominations shall be disseminated to Club members for review on either the club notice board or other approved digital communication methods, such as internal group messaging.

## 19.5 Elections

If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.

If there are insufficient nominations received to fill all vacancies on the Executive Committee, or if a person is not approved by the majority of Members under **clause 19.4(f)0**, the positions will be deemed casual vacancies under **clause 21.1**.

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 Executive Committee.

Voting shall be conducted in such a manner and by such a method as determined by the Executive Committee from time to time.

The election of the Committee shall take place in the following manner:

- (a) Nominations for the Committee shall be delivered to the Secretary of the Club not less than seven (7) days prior to the date fixed for the holding of the Annual General Meeting.
- (b) Nominations for the Committee shall be in writing and shall be signed by only two members and including by the nominee who shall signify their consent in writing to such nomination.
- (c) The Secretary shall prepare a list of names of the candidates and their proposers and shall electronically deliver to all financial members place such a list on the Notice Executive Committee on the day following the day of which nominations close for the election committee.
- (d) If the full number of candidates is not nominated for any position on the Committee, then the candidates nominated are taken to be elected and further nominations are taken at the Annual General Meeting from the floor. Such nominees must be present at the meeting or signify their consent in writing to the meeting.
- (e) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (f) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (g) If there is more than the required number nominated for any position on the Committee, an election by ballot shall take place.

## 19.6 Term of Appointment for Elected Directors

Directors elected under **clause 19** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early 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.



No more than fifty percent (50%) of elected Directors shall retire in each odd year and the other fifty percent (50%) of elected Directors shall retire in each even year until, after two (2) years one hundred percent (100%) of original elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.

The sequence of retirements under **clause 19.6** to ensure rotational terms shall be determined by the Executive Committee. If the Executive Committee cannot agree it will be determined by lot.

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.

### **19.7 Executive Assurances**

To ensure and eliminate bias of decision making and control of the Executive Committee by multiple family members from the same family unit.

The Executive Committee shall hold no more than two (2) family members or relatives from the same family unit, in the same year as Executive Members of the club. Married partners are deemed as two (2) family members.

Family members in a family unit include siblings and any other person related directly or by marriage to the family member holding an Executive position.

## **20. APPOINTED DIRECTORS**

### **20.1 Appointment of Directors**

The elected Directors may appoint up to two (2) appointed Directors.

### **20.2 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 Executive Committee composition. They do not need to be Members.

### **20.3 Term of Appointment**

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

Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms.

Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution shall be determined by the Executive Committee.

Following the adoption of this Constitution, no person who has served as an appointed Director for a period of four (4) 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.

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

### **21.1 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.

### **21.2 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 Club;
- (e) Is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of six months;
- (f) Holds any office of employment with the Club without the approval of the Executive Committee
- (g) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) In the opinion of the Executive Committee (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
  - (i) has brought the Club 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.)*.

### **21.3 Executive Committee May Act**

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

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

### **22.1 Executive Committee to Meet**

The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act).



Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Executive Committee within reasonable time.

Club meetings shall be:

- (a) Annual General Meeting,
- (b) Extra-Ordinary Meeting,
- (c) General Monthly Meetings, and
- (d) General Executive Meetings.

The committee must meet at least monthly during the playing season at such place and time that the committee may determine.

Oral or written notice of a meeting of the committee must be given by the Secretary to each member at least 48 hours (or such other period as may be unanimously agreed upon by the members of the committee) before the time appointed for the holding of the meeting.

Notice of the meeting given must specify the general nature of the business to be transacted at the meeting and no other business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.

At the meeting of the committee:

- (e) The President or, in the President's absence, the vice-President is to preside; or
- (f) If the President and the vice-President are absent or unwilling to act, such one of the remaining members of the committee as may be chosen by the members present at the meeting is to preside.

Executive Committee Members may elect to virtually attend a Club Meeting where physical attendance may not be possible. Members must notify the Executive Committee and seek approval, no less than 24 hours prior to meeting commencement.

Approval for video conferencing must be considered on the legitimacy by the Committee for the Member to seek attendance using such means.

Members choosing to elect virtual attendance, must use an acceptable method of video conferencing software, to ensure the integrity of the connection.

## **22.2 Decisions of Executive Committee**

Subject to this Constitution, questions arising at any meeting of the Executive Committee shall be decided by a majority of votes and a determination of a majority of directors shall for all purposes be deemed a determination of the Executive Committee. All directors 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.

## **22.3 Resolutions Not in Meeting**

A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the 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 or more of the directors.



Without limiting the power of the Executive Committee to regulate its meetings as it thinks fit, a meeting of the Executive Committee may be held where one or more of the directors is not physically present at the meeting, provided that:

- (a) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
- (b) 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 Executive Committee or this Constitution. The notice will specify that directors are not required to be present in person.
- (c) If a failure in communications prevents **clause 18.30(a)** from being satisfied by the 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 18.30(a)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- (d) Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is there present. 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.

#### **22.4 Quorum**

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

Where a Committee Member is attending virtually, this will be considered present for the purposes of the meeting.

No business is to be transacted by the Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

#### **22.5 Notice of Executive Committee 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 fourteen (14) days written notice of the meeting of the Executive Committee shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

#### **22.6 Chairperson**

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



## **22.7 Conflict of Interest**

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Executive Committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the director casts a vote, 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 Executive Committee. If this is not possible, the matter shall be adjourned or deferred.

## **22.8 Disclosure of Interests**

The nature of the interest of a director must be declared at the meeting of the Executive Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Executive Committee at the next meeting of the Executive Committee. If 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 Executive Committee held after the director becomes interested.

All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

## **22.9 General Disclosure**

A general notice stating that a director is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 22.8**. After the distribution of the general notice, it is not necessary for the director to give a special notice regarding any particular transaction with that firm or company.

## **22.10 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 18.7, 22.8** and/or **22.9** must be recorded in the minutes of the relevant meeting.

## **23. DELEGATIONS**

### **23.1 Executive Committee May Delegate Functions**

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

It will determine what powers these committees are given. In exercising its power under this clause, the Executive Committee must take into account broad stakeholder involvement.

### **23.2 Delegation by Instrument**

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

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



### **23.3 Delegated Function Exercised in Accordance with Terms**

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

### **23.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive Committee under **clause 22**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Executive Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Executive Committee.

### **23.5 Delegation May Be Conditional**

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

### **23.6 Revocation of Delegation**

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

## **24. SEAL**

The Club may have a Seal upon which its corporate name shall appear in legible characters.

The Seal shall not be used without the express authorisation of the Executive Committee. Every use of the Seal shall be recorded in the Club's minute book. Two directors must witness every use of the Seal, unless the Executive Committee determines otherwise.

## **25. ANNUAL GENERAL MEETING**

The Club's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Executive Committee.

All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with this Constitution.

Club Members may elect to virtually attend a Club Meeting where physical attendance may not be possible. Members must notify the Executive Committee and seek approval, no less than 24 hours prior to meeting commencement.

Approval for video conferencing must be considered on the legitimacy by the Committee for the Member to seek attendance using such means.

Members choosing to elect virtual attendance, must use an acceptable method of video conferencing software, to ensure the integrity of the connection.



## **26. SPECIAL GENERAL MEETINGS**

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

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

### **26.2 Requisition of Special General Meetings**

The secretary will convene a special general meeting when at least ten (10) Members or five (5) per cent of Members submit a requisition in writing.

The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

If the Executive Committee does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.

A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Executive Committee.

All members must be given seven (7) days' notice of the meeting. The notice shall definitely state the business proposed to be transacted and no other business except that for which the meeting is called shall be taken at such an Extra-Ordinary Meetings.

Adjournment – Any meeting may be adjourned to such time and place as the majority of the members present may determine or at the Chairman's discretion.

## **27. NOTICE OF GENERAL MEETING**

The annual Meeting shall be held not later than 31st November in each year, and seven (7) days' notice of the date, time, and place of the Meeting shall be given in writing to all Club Executive committee and General Committee Members and by notice to be placed at a venue to be determined from time to time by the Club.

Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of General Meetings.

A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.

At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- (a) The agenda for the meeting; and
- (b) Any notice of motion received from Members entitled to vote.



Notice of every general meeting shall be given in the manner authorised in **clause 41**.

## **28. BUSINESS**

The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Executive Committee and auditors, the election of directors under this Constitution and the appointment of the auditors:

- (a) A copy of the Financial Report shall be available to the Executive Committee seven (7) days prior to the Annual General Meeting.
- (b) A copy of the Financial Report and annual Report of the club shall be handed to members on the day of the Annual General Meeting.

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 280**, shall be special business.

No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

Business at General Meetings – Business to be transacted at an Annual General Meeting shall be:

- (a) Apologies;
- (b) Reading and confirmation of the Minutes of the previous Annual General Meeting;
- (c) Consideration and adoption of the Annual Report;
- (d) Consideration and adoption of the Annual Balance Sheet;
- (e) Election of Executive Committee for the ensuing year;
- (f) Nomination of Patrons;
- (g) Election of 2 or more Delegates to the Canterbury Bankstown Junior League;
- (h) Election of First Aid Officer, Media & Events Coordinator and External Auditor when applicable with association Act;
- (i) Business of which notice has been given; and
- (j) General Business.

## **29. 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 thirty-five days (excluding receiving date and meeting date) prior to the general meeting.

## **30. PROCEEDINGS AT GENERAL MEETINGS**

### **30.1 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 five (5) percent of Members.

Where a Club Member is attending virtually using video conferencing software, will be considered present for the purposes of the meeting.



### **30.2 Chairperson to Preside**

The chairperson of the Executive 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 delegates present shall appoint another director to preside as chairperson for that meeting only.

### **30.3 Adjournment of Meeting**

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

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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Except as provided in **clause 30.3** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **30.4 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.

### **30.5 Recording of Determinations**

Unless a poll is demanded under **clause 30.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

### **30.6 Where Poll Demanded**

If a poll is duly demanded under **clause 30.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.





## **31. VOTING AT GENERAL MEETINGS**

### **31.1 Members Entitled to Vote**

Each Individual Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 9.1**.

Club Members who are approved to attend Club Meetings using video conferencing technology shall be allowed to cast a vote as if they were present. The vote must clear and concise.

### **31.2 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.

### **31.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

### **31.4 Postal Voting**

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

## **32. GRIEVANCE PROCEDURE**

The grievance procedure set out in this rule applies to disputes under these rules between a Member and:

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

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

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.

The Executive Committee may prescribe additional grievance procedures in the Regulations consistent with this **clause 31.4**.

## **33. RECORDS AND ACCOUNTS**

### **33.1 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 the



Executive Committee). It shall produce these as appropriate at each Executive Committee or general meeting.

The ledgers and records of account of the Club shall be audited annually by Auditors appointed by the Executive Committee and a signed copy of the Annual Balance Sheet shall be submitted at each Annual meeting by the Treasurer, and /or the Assistant Treasurer.

A signed copy of the Annual Balance Sheet shall be sent to the Canterbury Bankstown Junior Rugby League.

### **33.2 Records Kept in Accordance with the 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 Secretary.

### **33.3 Executive Committee to Submit Accounts**

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

### **33.4 Accounts Conclusive**

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

### **33.5 Accounts to be sent to Members**

The Secretary 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 Executive Committee's report, the auditor's report and every other document required under the Act (if any).

### **33.6 Negotiable Instruments**

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

## **34. AUDITOR**

A properly qualified auditor or auditors shall be appointed by the Club in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a general meeting.

The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.



## **35. INCOME**

### **35.1 Income and property of the Club shall be derived from such sources as the Executive Committee determines from time to time.**

The Executive Committee shall have sole control of all assets of the Club, and funds and monies raised by whatever means or from whatever source in the name of the Club or donated to the Club.

These funds shall be devoted to operating the Club and fostering the game of Rugby League

All monies collected on behalf of the club are to be paid to the Treasurer within seven (7) days.

No member of the Club shall commit the Club to any expenditure unless same said has been sanctioned and approved by the Executive Committee.

The Treasurer and/or the Assistant Treasurer shall at each General Meeting submit full details of all income and expenditure since the last meeting and shall report the latest balance.

The Treasurer and/or the Assistant Treasurer shall submit all accounts to the Executive Committee in the approved manner and all payments from the funds shall be made by cheque.

The funds of the Club shall be banked in the name of the Club and can only be operated on by any two (2) signatures of the President, Vice President, Secretary, Treasurer or Assistant Treasurer.

The Treasurer and Assistant Treasurer of the Club shall keep a proper set of books in a manner prescribed and such books together with all vouchers, receipts and documents relating to the same shall be produced when and where directed by the Executive Committee of the Club.

All monies received for and on behalf of the Club shall be received by the Treasurer or Assistant Treasurer for which a suitable receipt in the Club's name shall be drawn.

The income and property of the Club shall be applied solely towards the promotion of the Objectives.

### **35.2 Except as prescribed in this Constitution or the Act:**

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

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.

### **35.3 Payment in good faith of or to any Member can be made for:**

- (a) Any services actually rendered to the Club whether as an employee, director or otherwise
- (b) Goods supplied to the Club 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 Club; or
- (e) Any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 0 or 35.2** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **36. WINDING UP**

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

The liability of the Members of the Club is limited.

Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

### **37. DISTRIBUTION OF PROPERTY ON WINDING UP**

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

### **38. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

### **39. REGULATIONS**

#### **39.1 Executive Committee to Formulate Regulations**

The Executive 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 Rugby League in the local area. Such Regulations must be consistent with the Constitution, the rules and policies of the RSO, the NSWRL, and the ARLC, and any policy directives of the Executive Committee.

#### **39.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **39.3 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.

#### **39.4 Bulletins Binding on Members**

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

### **40. STATUS AND COMPLIANCE OF CLUB**

#### **40.1 Recognition of Club**

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

#### **40.2 Constitution of the Club**

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

#### **40.3 RSO and SSO**

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

### **41. NOTICE**

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 facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.

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 days after posting.

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.

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. PATRONS AND VICE PATRONS**

The Club at its Annual General Meeting may appoint annually on the recommendation of the Executive Committee a chief patron and such number of patrons as it considers necessary, subject to approval of that person or persons.



The role of the chief patron and other such patrons is ceremonial in nature, with the person or persons filling any such role having no other power under this Constitution, unless they also fill any other role(s) as set out in the Constitution at that same time.

#### **43. INDEMNITY**

Every director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

The Club 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 wilful misconduct:

- (a) In the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
- (b) In the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.



#### 44. STANDING ORDERS

The following shall be the Standing Orders of the Revesby Heights Junior Rugby League Football Club:

- (a) The Executive Committee shall meet on such days and at such times and places as it may appoint.
- (b) At all General Meetings of the Club, ten (10) Members shall form a quorum and four (4) for all Executive Committee Meetings.
- (c) In the event of a quorum not being present half an hour after the time fixed, the Meeting shall lapse.
- (d) It shall not be necessary for the Secretary to notify the members of the General Meeting or the calling of a Meeting, except the Annual General Meeting
- (e) The Chair shall be taken by the President, in his absence, the Vice-President, (International League – Age Group 13+), and should either of these not be available, the Vice-President (Junior League). Should however any of the aforementioned not be present, the members present shall elect a Chairman.
- (f) The Chairman may with the consent of the Meeting alter the order in which the business of such meeting shall be taken.
- (g) No resolution of the Executive Committee shall be altered or rescinded unless seven (7) days' notice shall be given by the member proposing such alteration or rescission. Such notice must be carried by a three-fifths majority.
- (h) Such notice shall be in writing giving names of proposer or seconder
- (i) The voting at all meetings except the election of officials shall be by show of hands which shall be conclusive on the declaration of the result by the Chairman unless a vote by ballot or division be immediately demanded.
- (j) The Chairman of any meeting shall have a casting vote only.
- (k) Members will be allowed to speak only once to the question but may rise to a 'point of order', or to correct a misstatement but no second speech shall be allowed except when speaking to an amendment. (The proposer of a motion shall be allowed five (5) minutes in opening, all other speakers three (3) minutes). The proposer has the right of reply.
- (l) Any decision or ruling of the Chairman may be dissented from, and overruled by a majority of the voters present, but a motion of dissent from the Chairman's ruling shall be put without discussion.
- (m) All books and papers in connection with the Club shall be kept by the recognised Officials of the Club and must be obtainable at all meetings of the Club.
- (n) No member of the Executive Committee or General Committee shall leave the room during the meeting unless with the Chairman's permission.
- (o) No sum of money shall be paid unless same has been passed by the Executive Committee.
- (p) Any breaches of Regulations in regard to training facilities will require the officials of the team or teams involved to appear before the Executive Committee and show just cause and reason for their actions.
- (q) No persons can obtain monies by any means in the name of Revesby Heights Junior Rugby league Football Club without written permission of the Executive and can be cancelled at any time by the Executive Committee.



- (r) No application for removal of a disqualification or suspension or penalty passed on a member of the club shall be dealt with unless (7) days notice shall have first been given to the Executive Committee of such application.
- (s) The proceedings of any Sub-Committee appointed by the Executive Committee shall be governed by these Standing Orders
- (t) All registered members of the Revesby Heights Junior Rugby league Football Club and their families, must adhere to the club code of conduct.
- (u) All Executive Committee and any Sub Committee positions have roles and responsibilities listed in Appendix A.