

**CONSTITUTION  
OF  
HILLS FOOTBALL LIMITED**

**A company limited by guarantee**

**Adopted on 16 June 2025**

## 1. NAME OF COMPANY

The name of the company is Hills Football Limited (**Company**).

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**“Act”** means the *Corporations Act 2001* (Cth).

**“Affiliate Member”** means an individual who is an Official who is associated with the Company but who is not an Individual Member.

**“Annual General Meeting”** means the annual general meeting of the Company held in accordance with **clause 25**.

**“Appointed Director”** means a Director appointed in accordance with **clause 19**.

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

**“Club”** means a football club which is a Member, or is otherwise affiliated with the Company.

**“Club Official”** means any person involved with the administration, management or organisation of a Club (whether paid or unpaid) including employees and volunteers.

**“Company Official”** means any person involved with the administration, management or organisation of a company (whether paid or unpaid) including employees and volunteers.

**“Company Secretary”** means a person appointed as a company secretary of the Company by the Directors under clause 23.

**“Core Competencies”** has the meaning given in **clause 18.5(j)**.

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

**“Delegate”** means the person(s) appointed from time to time to act 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 but does not include the General Manager.

**“Elected Director”** means a Director elected in accordance with **clause 18**.

**“FA”** means Football Australia Limited, Australia’s football governing body.

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

**“Financial year”** means the year ending on the next 31 December following incorporation and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

**“FNSW”** means Football New South Wales Limited, the governing body for football in New South Wales (except for the Northern regions of NSW, the governing body for which is Northern New South Wales Football).

**“General Manager”** means the General Manager of the Company for the time being appointed under this Constitution.

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

**"HUFC"** means Hills United Football Club Ltd including its successors and assigns.

**“Individual Member”** means a registered, financial member of a Club or a natural person who is otherwise recognised by the Company as an Individual Member.

**“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 Company or any activity of or conducted, promoted or administered by the Company in the Region.

**“Life Member”** means an individual appointed as a life member of the Company under **clause 5.2**.

**“Match Official”** means a referee, assistant referee, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by the Company to assume responsibility in connection with a football match or competition.

**“Member”** means a member for the time being of the Company under **clauses 5 and 6**.

**“Official”** means a Company Official, Club Official or Match Official.

**“Objects”** means the objects of the Company in **clause 3**.

**“Region”** means the geographical area for which the Company is responsible and as recognised by FNSW.

**“Register”** means a register of Members kept and maintained in accordance with **clause 9**.

**“Regulations”** means any rules, by-laws or regulations made by the Board under **clause 39**.

**"Representative"** means a person (other than a proxy) appointed in accordance with the Act to represent a Voting Member at a General Meeting of the Company.

**“Seal”** means the common seal of the Company (if any).

**“Special General Meeting”** means a special general meeting of the Company held in accordance with **clause 27**.

**“Special Resolution”** means a special resolution passed by 75% of votes cast by Members entitled to vote on the resolution at a General Meeting or such higher percentage if required under the Act.

**"Virtual Meeting"** means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of the Board or each Voting Member at a General Meeting to communicate with any other participant.

**"Voting Member"** means those Members of the Company entitled to vote in General Meeting as set out under **clause 5**.

## **2.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;

- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (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.

### **2.3 Severance**

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

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Replaceable rules under the Act are expressly displaced by this Constitution and accordingly do not apply to the Company.

## **3. OBJECTS OF THE COMPANY**

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

- (a) recognise FA as the national authority for football in Australia and FNSW as the governing authority for football in New South Wales (except for the Northern regions of NSW, the governing body for which is Northern New South Wales Football);
- (b) participate as an affiliate of FNSW so football can be conducted, encouraged, promoted, advanced and administered in the Region and New South Wales;
- (c) conduct, encourage, promote, advance and administer football throughout the Region;
- (d) ensure the maintenance and enhancement of the Company, FNSW, FA, the Members and football, along with its standards, quality and reputation for the benefit of the Members and football in general;
- (e) at all times promote mutual trust and confidence between the Company, FNSW, FA and the Members in pursuit of these Objects;
- (f) at all times act on behalf of, and in the interest of, the Members and football in the Region;

- (g) to provide a regulatory, disciplinary and governance regime for football in the Region;
- (h) promote the economic and community service success, strength and stability of the Company, the Members and football in the Region;
- (i) affiliate and otherwise liaise with FNSW and adopt its rules and regulations and policy framework to further these Objects and football in general;
- (j) use and protect the Intellectual Property;
- (k) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (l) strive for government, commercial and public recognition of the Company 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 FNSW or FA or FIFA and as may be necessary for the management and control of football and related activities in the Region;
- (n) advance the operations and activities of the Company throughout the Region;
- (o) 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;
- (p) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of football in the Region;
- (q) adopt and implement such policies as may be developed by FA or FNSW, 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;
- (r) represent the interests of its Members and of football generally in any appropriate forum in the Region;
- (s) have regard to the public interest in its operations;
- (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) promote the health and safety of Members and all other participants in football in the Region;
- (v) seek and obtain improved facilities for the enjoyment of football in the Region; 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 COMPANY**

Solely for furthering the Objects, the Company has the legal capacity and powers of a company limited by guarantee, as set out under section 124 of the Act.

## 5. MEMBERS

### 5.1 Categories of Members

The Members of the Company shall consist of:

- (a) Clubs, which subject to this Constitution, shall each be represented by up to two Delegates, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (b) Life Members who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- (c) Individual Members and Affiliate Members who shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings; and
- (d) such new or other categories of Members as may be established by the Board, who cannot be granted voting rights without the approval of the Company in 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 Company or football, where such service is deemed to have assisted the advancement of football in the Region, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Company'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. MEMBERSHIP AND AFFILIATION

### 6.1 Affiliation with FNSW

The Company shall affiliate with FNSW in accordance with the constitution, regulations and by-laws of FNSW and will comply with all lawful requirements of FNSW, FA and FIFA.

### 6.2 Clubs

- (a) To be, or remain, eligible for membership, a Club must be an incorporated entity or in the process of being incorporated. This process must be complete within one year of applying for membership under this Constitution.
- (b) For such time as the Club is not an incorporated entity, the secretary (or his or her nominee) of such unincorporated Club shall be deemed to be a Member (on behalf of the unincorporated Club). The secretary (or his or her nominee) shall (on behalf of the unincorporated Club) be entitled to exercise the same voting and other rights, have the same obligations and be required to follow the same procedures as would be the case for 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.

- (d) Failure to incorporate within the period stated in **clause 6.2(a)** shall result in the expulsion of the secretary (who is acting on behalf of the unincorporated Club) from membership. The expelled unincorporated Club shall not be entitled to re-apply for membership of the Company until it becomes incorporated.

### **6.3 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 Company;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Company and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

### **6.4 Discretion to Accept or Reject Application**

- (a) The Board shall consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form pursuant to **clause 6.3**. The Board shall at that meeting decide whether to accept or reject the application. The Company shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Company. The General Manager shall amend the Register accordingly as soon as practicable.
- (c) Where the Board rejects an application the Company shall refund any fees forwarded with the application and the application shall be deemed rejected.
- (d) Any decision, and the process of making a decision, by the Board in granting or declining an application for affiliation under this **clause 6.4** is final. There is no right of appeal from any application to the Board for membership of the Company as a Member.

### **6.5 Re-affiliation**

- (a) Clubs must re-affiliate annually with the Company in accordance with the procedures set down by the Company in the Regulations from time to time.
- (b) Upon re-affiliation a Club must lodge with the Company an updated copy of its constitution (including all amendments) or confirmation that there have been no changes to the constitution previously provided, and must provide details of any change in its Delegates and any other information reasonably required by the Company. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to FNSW's constitution.

### **6.6 Deemed Membership**

- (a) All members of the Company prior to the approval of this Constitution under the Act shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Clubs shall provide the Company with such details as are reasonably required by the Company under this Constitution within one (1) month of the approval of this Constitution under the Act.

## **7. STATUS AND COMPLIANCE OF COMPANY**

## **7.1 Recognition of Company**

The Company is affiliated with FNSW and is recognised by FNSW as the controlling authority for football in the Region and subject to compliance with this Constitution and FNSW's and FA's constitutions shall continue to be so recognised and shall administer football in the Region in accordance with the Objects.

## **7.2 Compliance of Company**

The Members acknowledge and agree the Company 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, HUFC or its successor and football;
- (f) not resign, disaffiliate or otherwise seek to withdraw from FNSW without approval by Special Resolution; and
- (g) abide by FNSW's and FA's constitutions, FNSW by-laws, FNSW grievance and disciplinary regulations and FIFA Statutes and the rules of football.

## **7.3 Operation of Constitution**

The Company 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;
- (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; and
- (f) that should a Member have administrative, operational or financial difficulties, the Company may act to assist the Member in whatever manner the Company considers appropriate.

# **8. STATUS AND COMPLIANCE OF CLUBS**

## **8.1 Compliance of Clubs**

Clubs acknowledge and agree that they shall:



- (a) be or remain incorporated in New South Wales;
- (b) ensure that their constitutions contain objects that align with the objects contained in FNSW's constitution and that they shall do all things reasonably necessary to enable FNSW's objects to be achieved;
- (c) at all times act for and on behalf of the best interests of FNSW, its members and football generally;
- (d) advise FNSW as soon as practicable of any serious administrative, operational or financial difficulties that the Club is experiencing, and cooperate with, and provide all reasonable assistance to, FNSW to assist FNSW to investigate and address those difficulties as FNSW deems appropriate;
- (e) nominate a Delegate or Delegates annually to attend General Meetings, and shall inform the Company of the details of those persons accordingly;
- (f) provide the Company with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (g) recognise the Company as the authority for football in the Region, FNSW as the authority for the parts of New South Wales over which it has jurisdiction and FA as the national authority for football in Australia;
- (h) adopt and implement such communications and Intellectual Property policies as may be developed by the Company and/or FNSW from time to time; and
- (i) have regard to the Objects in any matter of the Club pertaining to football.

## **8.2 Club Constitutions**

- (a) The Clubs' constituent documents will clearly reflect the Objects and will conform to this Constitution.
- (b) Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) Clubs shall provide to the Company a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Company has power to veto any provision in a Club constitution which, in the Company'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 Company as the authority for football in the Region, FNSW as the authority for the parts of New South Wales over which it has jurisdiction and FA as the national authority for football in Australia.

## **8.3 Register**

Clubs shall maintain, in a form acceptable to the Company, 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 Company, and shall provide regular updates of the register to the Company.

# **9. REGISTER OF MEMBERS**

## **9.1 Company to keep Register**

The Company shall keep and maintain a Register (whether in written or electronic form) in which shall be entered (as a minimum):

- (a) the full name, address, email address, category of membership and date of entry to membership of each Club; and
- (b) the full name, residential address (or email address) and date of entry to membership of each Life Member; and
- (c) where applicable, the date of termination of membership of any Club.

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

## 9.2 Inspection of Register

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

## 9.3 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.

# 10. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Regulations and FNSW's and FA's constitutions, by-laws, statutes and 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 Board or other entity with delegated authority;
- (c) to the extent of any inconsistency between this Constitution and the Regulations, then to the extent of any such inconsistency, the FNSW rules and regulations shall prevail;
- (d) they must amend this Constitution to promptly adopt any changes in the model constitution promulgated by FNSW from time to time;
- (e) they must not otherwise amend this Constitution without the consent of FNSW and any amendment to this constitution in breach of this **clause 10(e)** will be invalid;
- (f) by submitting to this Constitution and the Regulations they are subject to the exclusive jurisdiction of the Company, FNSW and FA;
- (g) they submit exclusively to the jurisdiction of the internal grievance resolution procedures of the Company, FNSW and FA in relation to any disputes and/or grievances between the Company and Members pursuant to this Constitution, and the Regulations and FNSW's and FA's constitutions, by-laws, statutes and regulations;
- (h) they will not attempt to resolve any grievance or dispute with the Company or any Member in a court of law;
- (i) this Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in the Region; and

- (j) they are entitled to all benefits, advantages, privileges and services of Company membership.

## 11. DISCIPLINE OF MEMBERS

- (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 Regulations, FNSW's or FA'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 Company, FNSW, FA and/or football; or
  - (iii) brought the Company, FNSW, FA, 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 appeal mechanisms of the Company set out in the Regulations.
- (b) The Board 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 subject always to the Act.

## 12. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
  - (i) another Member; or
  - (ii) the Company.It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 11**.
- (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 Company in accordance with the procedures determined by the Company from time to time. The decision made by the independent tribunal is final and not appealable.
- (d) The Board may prescribe additional grievance procedures in the Regulations consistent with this **clause 12**.

## 13. DISCONTINUANCE OF MEMBERSHIP

### 13.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving one month's notice in writing to the Company of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the

Company 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 Company.

- (c) If a Club ceases to be a Member under this Constitution, the Company 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 Regulations.
- (d) Upon the Company receiving notice of resignation of membership given under **clauses 13.1(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.

### **13.2 Termination**

- (a) A Member's membership ceases if:
  - (i) the Member resigns by giving notice to the Company in accordance with **clause 13.1**;
  - (ii) the Member is a natural person and dies;
  - (iii) the Member is a natural person and becomes an insolvent under administration or undischarged bankrupt;
  - (iv) the Member is a body corporate, and a resolution is passed to wind it up or it becomes an externally administered body corporate; or
  - (v) the Member's membership is discontinued in accordance with **clause 13.3**.
- (b) Any Member who ceases to be a Member under this **clause 13.2** remains liable to pay the Company any money owing by that Member at the time the membership ceases or as otherwise required by this Constitution.

### **13.3 Discontinuance for Breach**

- (a) Membership of the Company may be discontinued by the Board 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 Company, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee or failure to meet or to continue to meet any requirements of membership of the Company stated in this Constitution or the Regulations.
- (b) Membership shall not be discontinued by the Board under **clause 13.3(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 13.3(a)** by the Company giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 13.3** as soon as practicable.

### **13.4 Discontinuance for Failure to Re-affiliate**

Membership of the Company may be discontinued by the Board if a Club has not re-affiliated with the Company within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 13.4** as soon as practicable.

### **13.5 Member to Re-apply**

A Member whose membership has been discontinued under **clauses 13.3 or 13.4**:

- (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 with such conditions as it deems appropriate.

### **13.6 Forfeiture of Rights**

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

### **13.7 Delegate Position Lapses**

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

### **13.8 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.

## **14. SUBSCRIPTIONS AND FEES**

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

## **15. EXISTING DIRECTORS**

- (a) The members of the administrative or governing body (by whatever name called) of the Company 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 Annual General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of General Manager (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.
- (c) Upon the approval of this Constitution, the President of HUFC or such other HUFC director otherwise determined by HUFC shall automatically become a member of the Board.

## **16. POWERS OF THE BOARD**

Subject to the Act and this Constitution, the business of the Company shall be managed, and the powers of the Company 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.

## **17. COMPOSITION OF THE BOARD**

## 17.1 Composition of the Board

The Board shall comprise:

- (a) six (6) Elected Directors, who shall be elected in accordance with clause 18;
- (b) up to two (2) Appointed Directors, who shall be appointed by the Directors in accordance with clause 19; and
- (c) the president of HUFC or such other director determined by HUFC and notified to the Company in accordance with clause 19.4 (**HUFC Director**).

A Director cannot also be a Delegate.

## 17.2 Portfolios

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

## 18. ELECTED DIRECTORS

### 18.1 Nominations

- (a) Nominations for Elected Director positions shall be called for not less than forty-seven (47) 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 as determined by the Board from time to time.
- (b) Nominees for election as an Elected Director (each a **Candidate**) 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.

### 18.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative from two (2) Clubs;
- (d) certified by the Candidate expressing his or her willingness to accept the position for which he or she is nominated; and
- (e) delivered to the Company not less than forty (40) days before the date fixed for the Annual General Meeting.

### 18.3 Elections

- (a) To be eligible to stand for election as an Elected Director, a Candidate must have been approved to stand by the Nominations Committee in accordance with the requirements of **clause 18.5**.
- (b) If the number of approved Candidates is equal to the number of vacancies to be filled or if there are insufficient approved Candidates to fill all vacancies on the Board, then the approved Candidates shall be declared elected.
- (c) If there are insufficient approved Candidates to fill all vacancies on the Board, the unfilled positions will be deemed casual vacancies under **clause 20.1**.

- (d) If the number of approved Candidates exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the approved Candidates in alphabetical order, for each vacancy on the Board.
- (e) Voting shall be conducted in a secret ballot in a first past the post election and such ballot shall be conducted by an independent person appointed by the Board.
- (f) In the event of a tie after the process set out in **clauses 18.3(d) and (e)**, voting papers shall be prepared containing only the names of the candidates the subject of the tie in alphabetical order and another vote will be conducted in accordance with the process set out in **clauses 18.3(d) and (e)**. In the event of a further tie, the names of the tied candidates will be put into a draw and the first name drawn will be elected.

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

- (a) Directors elected under this **clause 18** shall be elected for a term of two (2) years. 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.
- (b) Three (3) Elected Directors shall retire in each odd year and three (3) Elected Directors shall retire in each even year until, after two (2) years the six (6) original Elected Directors have retired after which those Elected Directors (or their replacements) who first retired, shall retire and so on.
- (c) The sequence of retirements under **clause 18.4(b)** to ensure rotational terms shall be determined by the Board. If the Board cannot agree it will be determined by lot.
- (d) 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 or her last term as an Elected Director.

#### **18.5 Nominations Committee**

- (a) The Directors must, from time to time and for such period as they determine, establish a nominations committee (**Nominations Committee**) comprising at least three (3) of the following individuals:
  - (i) the Chairman of the Sydney Hills Business Chamber or their nominee; and/or
  - (ii) the Chief Executive Officer of the Office of Sport or their nominee; and/or
  - (iii) the Chief Executive Officer of a State Sporting Organisation or their nominee; and/or
  - (iv) a State member of parliament or their nominee; and/or
  - (v) a Federal member of parliament or their nominee.
- (b) The Nominations Committee must consider each Candidate and will assess:
  - (i) the commitment of the Candidate to a strong governance regime for the Company;
  - (ii) the commitment of the Candidate to the Company's development of

policies and strategies for football generally throughout the Region;

- (iii) whether the Candidate has been involved in activities which could, or could reasonably be perceived to, materially interfere with the Candidate's ability to act in the best interests of the Company;
- (iv) whether the Candidate is free from any interest and any relationship which could, or could reasonably be perceived to, materially interfere with the nominee's ability to act in the best interests of the Company; and
- (v) whether the Candidate satisfies the Core Competencies (as described in **clause 18.5(j)** below),

and must, in its absolute discretion and acting in good faith, approve or reject the Candidate to stand for election as a Director. Written notice of the Nomination Committee's decision must be given to the General Manager by a date specified by the Company.

- (c) The Nominations Committee is not required to provide any reasons for its decisions although it may decide to provide the reasons to the Board.
- (d) A Candidate will only be eligible to stand for election as a Director if the Nominations Committee approves the Candidate under **clause 18.5(b)**.
- (e) The Nominations Committee may request the Company to provide or obtain any information that the Nominations Committee requires in respect of a Candidate.
- (f) All information obtained by the Nominations Committee and all deliberations and records of deliberations are confidential and must not be disclosed to any person who is not a member of the Nominations Committee.
- (g) The Nominations Committee may make its own rules regarding its conduct and regulate its meetings as it thinks fit, subject to the requirements of this Constitution and any rules made in this regard by the Directors.
- (h) A quorum consists of all three members of the Nominations Committee present (in person or linked together contemporaneously by telephone or other electronic means) at the meeting of the Nominations Committee.
- (i) A decision made by the Nominations Committee under this **clause 18.5** is final and not subject to challenge.
- (j) For the purposes of **clause 18.5(b)(v)**, a Candidate will be taken to have satisfied the core competencies of the position of a Director (**Core Competencies**) if they:
  - (i) possess each of the following:
    - (A) demonstrated leadership at a senior level in an environment compatible with the requirements of the Company;
    - (B) demonstrated commitment to strong governance principles and an understanding and appreciation of the duties and responsibilities of the role of Director;
    - (C) a commitment to and a record of ethical behaviour including not having been the subject of an adverse finding or the current subject of an inquiry or investigation by any statutory, regulatory or law enforcement authority or agency including a disciplinary body of FNSW, FA or the Company relating to any serious ethical matter; and
  - (ii) possess at least one of the following:



- (A) legal qualifications (LLB or equivalent);
- (B) accounting/finance qualifications (CA, CPA, CFA or equivalent);
- (C) football administration experience through serving as a club or association president;
- (D) business experience and/or qualifications;
- (E) technology experience and/or qualifications (IT, Technology degree, CIO or equivalent position); or
- (F) marketing, communications, government relations or public relations experience at a senior level.

## **19. APPOINTED DIRECTORS & HUFC DIRECTOR**

### **19.1 Appointment of Appointed Directors**

In addition to the Elected Directors, the Directors may themselves appoint up to two (2) other persons as Appointed Directors.

### **19.2 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 Board composition. Appointed Directors cannot also be a Delegate.

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

- (a) An Appointed Director holds office for a term of two (2) years or such shorter term as may be determined by the Board. Subject to **clause 19.3(d)**, an Appointed Director is eligible for re-appointment.
- (b) Appointed Directors may be appointed to ensure rotational terms that coincide with the Elected Directors' rotational terms.
- (c) 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 Board.
- (d) 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 or her last term as an Appointed Director.

### **19.4 HUFC Director**

- (a) HUFC may, by resolution appoint a person qualified to be a Director as the HUFC Director and remove the HUFC Director from office.
- (b) The HUFC Director holds office from immediately after they are appointed under clause 19.4(a) and until they are removed under that clause or otherwise ceases to be a Director under clauses 19.4(c) or 20.2.
- (c) A person must be a current HUFC director to qualify for appointment or continuation as the HUFC Director and will usually be, but is not required to be, the HUFC president.
- (d) The HUFC Director will, immediately upon appointment, give the Board a

standing notice of their interest in any HUFC matters by reason of their role as an HUFC director.

## **20. VACANCIES ON THE BOARD**

### **20.1 Casual Vacancies**

- (a) Any casual vacancy occurring in the position of Elected Director may be filled by the remaining Directors from among appropriately qualified persons.
- (b) A Director appointed under this clause holds office until the end of the term of the Director in whose place they were appointed.
- (c) Service as a Director under this clause is a full term for the purposes of **clause 18.4(d)**.

### **20.2 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 or her 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 or her office in writing to the Company;
- (e) is not present personally at three consecutive meetings of the Board without the consent of the Board;
- (f) holds any office of employment with the Company;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest;
- (h) is removed by the Voting Members in accordance with the Act;
- (i) is the HUFC Director and is removed in accordance with clause 19.4; or
- (j) would otherwise be prohibited from being a Director of a corporation under the Act.

### **20.3 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.

## **21. MEETINGS OF THE BOARD**

### **21.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (but shall meet at least five (5) times in each calendar year and 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.

## **21.2 Decisions of Board**

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. The chairperson shall not have a casting vote.

## **21.3 Resolutions not in Meeting**

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document or transmission produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of clause 21.3(a) and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director required to achieve the required majority signs.

## **21.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of Directors.

## **21.5 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 fourteen (14) 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 four (4) days prior to such meeting.

## **21.6 Chairperson**

The Board shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Company and will act as chair of any Board meeting or General Meeting at which he or she 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.

## **21.7 Directors' Interests**

A Director is disqualified by holding any place of profit or position of employment in the Company or in any company or incorporated association in which the Company is a shareholder or otherwise interested or from contracting with the Company 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 Company in which any Director is in any way interested will be void unless approved by the Board.

## **21.8 Conflict of Interest**

- (a) A Director shall declare his or her interest in any:
  - (i) contractual matter;

- (ii) selection matter;
- (iii) disciplinary matter; or
- (iv) financial matter,

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself or herself 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 or herself 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.

- (b) For matters involving HUFC, the Board (excluding the HUFC Director and any conflicted Directors) will, wherever possible but subject always to the Act, resolve they are satisfied that the HUFC Director's standing interest under clause 19.4(d) should not disqualify the HUFC Director from voting or being present for that matter.

## **21.9 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.

## **21.10 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 21.9** 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.

## **21.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 21.8, 21.9** and/or **21.10** must be recorded in the minutes of the relevant meeting.

## **22. GENERAL MANAGER**

### **22.1 Appointment of General Manager**

A General Manager may be appointed by the Board for such term and on such conditions as the Board thinks fit.

### **22.2 Specific Duties**

The General Manager shall:

- (a) as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes (whether in written or electronic form) of the proceedings of all Board meetings and General meetings, and shall use his or her best endeavours to distribute those minutes to Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Company.

### **22.3 Board Power to Manage**

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the General Manager has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the Company in General Meeting shall invalidate any prior act of the General Manager or the Board which would have been valid if that resolution had not been passed.

### **22.4 General Manager may Employ**

The General Manager may in consultation with the Board, as appropriate, employ 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 General Manager determines.

### **22.5 No General Manager**

Where the Company does not have a General Manager, the Board shall assume the functions of the General Manager under this Constitution and delegate that responsibility as it considers appropriate.

## **23. COMPANY SECRETARY**

### **23.1 Appointment of Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

### **23.2 Suspension and removal of Company Secretary**

The Directors may suspend or remove a Company Secretary from that office.

### **23.3 Powers, duties and authorities of Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

## **24. COMMITTEES**

### **24.1 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.

### **24.2 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 General Manager by the Act or any other law, or this Constitution or by resolution of the Company in General Meeting.

#### **24.3 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.

#### **24.4 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 21** 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.

#### **24.5 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.

#### **24.6 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.

### **25. SEAL**

- (a) The Company may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal must not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Company's minute book. The affixing of the Seal must be witnessed by two (2) Directors, unless the Board determines otherwise.

### **26. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Company 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.

### **27. SPECIAL GENERAL MEETINGS**

#### **27.1 Special General Meetings may be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Company 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.

#### **27.2 Requisition of Special General Meetings**

- (a) The General Manager shall on the requisition in writing of not less than five percent (5%) of Voting Members convene a Special General 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 Company 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 General Manager 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 Company, 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.
- (e) For the purposes of **clause 27.2(b)**
  - (i) a requisition may be in electronic form, and
  - (ii) a signature may be transmitted, and a requisition may be lodged, by electronic means.

## 28. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Club, Life Member and other Member entitled to receive notice at the address appearing in the Register kept by the Company. The auditor, General Manager and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting 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 General Meeting 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; and
  - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 40**.

## 29. BUSINESS

- (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 out in **clause 29(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.

### 30. 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 General Manager not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

### 31. PROCEEDINGS AT GENERAL MEETINGS

#### 31.1 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 Company shall be 60% of Clubs represented by their Delegates.

#### 31.2 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.

#### 31.3 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 31.3(c)**, it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### 31.4 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.

#### 31.5 Recording of Determinations



Unless a poll is demanded under **clause 31.4**, 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 Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **31.6 Where Poll Demanded**

If a poll is duly demanded under **clause 31.4**, 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.

## **32. VOTING AT GENERAL MEETINGS**

### **32.1 Members Entitled to Vote**

Each Club shall be entitled to two (2) votes at General Meetings which, subject to this clause shall be exercised by either or both of the Club's Delegates. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**.

### **32.2 Chairperson May Exercise Casting Vote**

The chairperson shall not have a casting vote.

### **32.3 Postal and Electronic Voting**

No motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under the procedures set by the Board from time to time but always in accordance with the Act.

### **32.4 Right to appoint representative**

- (a) In accordance with the Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under clause 32.5, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- (c) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

### **32.5 Right to appoint a proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

### **32.6 Form of proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Act.

### **32.7 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings

of the Company.

### **32.8 Lodgment of proxy or attorney documents**

- (a) A proxy or Attorney may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
  - (i) at the office, the facsimile number at the office or at such other place, facsimile number or electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

### **32.9 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:
  - (i) to agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:
  - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
  - (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chair to act as proxy in

the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

#### **32.10 Representative, proxy or attorney at postponed General Meeting**

(a) Where:

- (i) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (ii) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

#### **32.11 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

### **33. RECORDS AND ACCOUNTS**

#### **33.1 Records**

The Company shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Company and the Board and shall produce these as appropriate at each Board or General Meeting. A Member does not have the right to inspect any of the Company's records or minutes except as required by law or authorised by the Directors or by the Company in General Meeting.

#### **33.2 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 General Manager.

#### **33.3 Company to Retain Records**

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

#### **33.4 Board to Submit Accounts**

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

### **33.5 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.

### **33.6 Accounts to be Sent to Members**

The General Manager 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).

### **33.7 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, 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.

## **34. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Company 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 generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Company in General Meeting.
- (b) The auditor or auditors shall examine the Company's financial statements at the conclusion of each Financial Year and express their opinion as to whether the financial statements represent a true and fair view of the Company's financial position and relevantly comply with the applicable Australian accounting standards.

## **35. INCOME**

- (a) Income and property of the Company shall be derived from such sources as the Board determines from time to time.
- (b) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
  - (i) no portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
  - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Member who holds any office of the Company.
- (d) Nothing in **clauses 35(b) or 35(c)** shall prevent payment in good faith of or to any Member for:
  - (i) any services actually rendered to the Company whether as an employee, Director or otherwise;
  - (ii) goods supplied to the Company in the ordinary and usual course of operation;

- (iii) interest on money borrowed from any Member;
- (iv) rent for premises demised or let by any Member to the Company;
- (v) any out-of-pocket expenses incurred by the Member on behalf of the Company,

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.

### **36. WINDING UP**

- (a) Subject to this Constitution, the Company may be wound up in accordance with the Act.
- (b) The liability of the Members of the Company is limited.
- (c) Every Member undertakes to contribute to the assets of the Company 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 Company contracted before the time at which they cease to be a Member and the costs, charges and expenses of winding up the Company, such an amount not exceeding one dollar (\$1.00).

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

If upon winding up or dissolution of the Company 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 Company 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.

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

- (a) The Members must amend this Constitution to promptly adopt any changes in the model constitution promulgated by FNSW from time to time.
- (b) The Members must not otherwise amend this Constitution without the consent of FNSW and any amendment to this constitution in breach of this **clause 38(b)** will be invalid.
- (c) This Constitution shall not be altered except by Special Resolution.

### **39. REGULATIONS**

#### **39.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the advancement of the purposes of the Company and football in the Region as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, FNSW's and FA's constitutions, any regulations made by FNSW or FA and any policy directives of the Board.

#### **39.2 Regulations Binding**

All Regulations are binding on the Company and all Members.

#### **39.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the Company 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 been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

#### **39.4 Procedure for Adopting Regulations**

Prior to issuing, adopting or amending any Regulations, the Board must circulate a draft copy of that Regulation or amended Regulation to all Members to allow Members twenty-eight (28) days to make submissions to the Board in relation to the Regulations or amended Regulations, and the Board is required to take into consideration those submissions prior to adopting such Regulations.

#### **40. NOTICES**

- (a) Notices may be given by the Company 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 on the next business day after it was sent.

#### **41. INDEMNITY**

- (a) This clause 41 applies to every person who is or has been:
  - (i) a Director, General Manager or Company Secretary of the Company; and
  - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an **Indemnified Officer** for the purposes of the rest of clause 41.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
  - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## **42. VIRTUAL MEETINGS**

### **42.1 Virtual Meeting**

- (a) A General Meeting or a Board meeting may be held by means of a Virtual Meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this clause 42.

### **42.2 Conduct of Virtual Meeting**

The following provisions apply to a Virtual Meeting:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person's presence must be distinguishable to the chair;
- (d) a person may not leave a Virtual Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## **43. INSURANCE**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

#### 44. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this clause 44 shall apply from the date of adoption of this Constitution.
- (b) Subject to clause 44(c), the directors of the Company in office immediately prior to registration of the Company under the Act shall continue in those positions and retire in accordance with this Constitution.
- (c) If, at the date of registration of the Company under the Act there are three Appointed Directors in office, one will immediately retire, with such individual to be agreed amongst the Appointed Directors, failing which they will be chosen by lot.
- (d) Any consecutive years served by each Director immediately prior to approval of this Constitution under the Act shall count towards the four (4) consecutive terms totalling six (6) years under clause 18.4(d) and 19.3(d) after the adoption of this Constitution.
- (e) All members who are, prior to registration of the Company under the Act, members of the Company shall be deemed Members of the Company from the time of registration of the Company under the Act. All such members shall provide the Company with such details as may be required by the Company under this Constitution within one (1) month of registration of the Company under the Act.
- (f) All by-laws and regulations of the Company in force at the date of the approval of this Constitution insofar as such by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations under clause 39.