

CONSTITUTION**OF****NORWOOD FOOTBALL CLUB INC.****AMENDED AND APPROVED 4TH DECEMBER 2006**

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1 NAME

The name of the Club is Norwood Football Club Inc (referred to in this Constitution and Rules as "the Club").

2 OBJECTS

The object of the Club is to encourage, promote and foster the playing of Australian Football by:-

- 2.1 Promoting and encouraging the game of Australian Football;
- 2.2 Promoting and encouraging the playing of such other forms of athletic sports and games as the Board from time to time determines;
- 2.3 Fielding or joining with any other body or association in fielding teams in football competitions conducted by The South Australian National Football League Inc ("the SANFL").
- 2.4 Becoming a member or associate of such sporting bodies as the Board from time to time determines;
- 2.5 Providing direct administrative support to organizing teams and competitions for the Club;
- 2.6 Providing or funding the provision of coaches of players and potential players and trainers for the Club.
- 2.7 Providing or funding the provision of health professionals including doctors, physiotherapists and nutritionists to improve fitness for players or to provide rehabilitation for injuries to players;
- 2.8 Providing facilities for members of the Club to watch the playing of football matches;
- 2.9 Providing facilities and opportunities for members of the Club to learn about and discuss the game of football
- 2.10 Promoting the activities of the Club in the wider community and among the members of both the Club;
- 2.11 Promoting the activities of the Club by encouraging member's involvement in those activities;
- 2.12 Funding any other activity of the Club;
- 2.13 Any other activity which directly or indirectly encourages and fosters the playing of football by the Club or otherwise or which is incidental or conducive to the activities referred to in this object.

3 POWERS

To achieve its objects the Club has the following powers (in addition to and without prejudice to any other powers herein expressed or implied or expressed or implied under or by virtue of the provisions of the Associations Incorporation Act 1985 (as amended)):

- 3.1 To promote, conduct, manage, take part in, assist and provide for the holding of contests, exhibitions, displays and demonstrations of sports of every description whether in Australia or abroad and to acquire or hire or take on lease sports, athletic, cricket, football, recreation and other grounds, golf courses, tennis courts, gymnasiums, swimming pools, stadiums, theatres, halls and other buildings and places used or capable of being used for purposes of sport, amusement, recreation or entertainment.
- 3.2 To hire, engage, employ or otherwise contract with sporting teams, clubs, organisations and other experts, athletes, exponents and artists whether professional or amateur and to enter into any contract agreement or arrangement for any option privilege or right over or in connection with any such team, club, organisation, Club or persons.
- 3.3 To promote, facilitate and encourage greater interest and participation in sport whether by advertising in any form, competitions, awards, donations or otherwise howsoever.
- 3.4 To award scholarships, trusts, donations, endowments or gifts.
- 3.5 To acquire by purchase, taking on lease, or otherwise, land buildings and all other property real and personal which the Club may from time to time think proper to acquire for the purpose of conducting the Club's activities and to build, alter, add to, sell or demolish any building erected upon any such land and to grant or acquire easements or rights over land.
- 3.6 To purchase, lease, or otherwise obtain equipment or materials for the purpose of achieving the objects of the Club and to dispose of such equipment and materials as become unnecessary to achieve the objects.
- 3.7 To enter into any arrangement with any government or authority, Commonwealth, State, municipal, local or otherwise, or any company or Club in any part of Australia, and to obtain from any such government authority or company or otherwise subsidies, grants, donations, loans and guarantees against loss on any conditions, rights or privileges for any purposes whatsoever which the Club may think capable of being properly dealt with and desirable to obtain and carry into effect the objects of the Club.
- 3.8 To acquire by purchase, lease, exchange, amalgamation or otherwise either as nominee, agent or principal (including by the acquisition of shares) premises holding any licence or permit under the Liquor Licensing Act 1997 and/or The Gaming Machines Act 1992 as amended or re-enacted lands, buildings, houses, and other property and hereditaments of any tenure or description and

any estate or interest therein or any rights over or connected with land and to turn the same to account as may be thought expedient and in particular by preparing building sites and by constructing, reconstructing, improving, altering, decorating, furnishing and maintaining hotels, offices, flats, houses, factories, warehouses, shops, garages, buildings, works and conveniences of all kinds and by consolidation, leasing or otherwise disposing of the same and to buy, make advances on, or sell all descriptions or produce or merchandise and home units, stocks, shares, bonds, mortgages, debentures or obligations and plant, machinery, chattels, debts and choses in action of all descriptions.

- 3.9 To provide social and gaming amenities and facilities for the members guests and others entitled to attend the facilities of the Club and provide accommodation for them in such premises as the Club may occupy from time to time.
- 3.10 To apply for and or obtain a grant or take a transfer of and become and/or remain the holder of any licence or permit under the Liquor Licensing Act 1997 and/or The Gaming Machines Act 1992 as amended or any re-enactment thereof or any other Act or Decree and in particular without limiting the generality of the foregoing a club liquor and/or gaming licence either by itself or its nominee and to purchase the fee simple of any premises or accept from the owner thereof a lease or leases thereof for any term or accept from the lessees thereof for the time being a sublease or subleases or transfer of leases thereof subject to necessary consent being obtained for any term and to accept from the owner or owners of any such premises for the time being an extension of or further lease or leases for any term and purchase the whole or any part of the stock in trade, furniture, fittings and effects in any such premises and any other assets, rights or privileges.
- 3.11 To accept gifts, donations, trusts and endowments, subsidies and bequests whether of real or personal estates and grants from any organisation, individual, Club, State or Government body to enable the Club to achieve any of its objects, and to raise funds for all or any of the Club's objects,
- 3.12 To insure against damage by fire or otherwise in respect of any insurable contingency, any property in which the Club has an insurable interest, and to insure any member of the Board or employee and to insure any person attending activities within or upon the Club's property or other designated site, against injury by accident or otherwise.
- 3.13 To advertise and promote the activities of the Club by any media.
- 3.14 To hold or promote competitions of any description authorised by law which may be likely to assist with the achievement of the objects of the Club.
- 3.15 To advertise or to otherwise promote the sales distribution or circulation of any publication issued or sold by the Club or in which it is interested and to give prizes in connection therewith of any description.

- 3.16 To invest those monies of the Club not immediately required for its purposes and activities on short term deposit or by purchase of debentures with recognised and stable financial institutions in such manner as may realise the highest interest yield at the lowest possible risk to the Club's monies, in the opinion of the Board.
- 3.17 To comply with all things necessary or expedient having regard to the laws and regulations of Commonwealth, State or Local Governments and Authorities in any place or places at which the Club carries on its activities.
- 3.18 To hire, employ, contract with or discharge, administrative, clerical, professional, educational and any other staff necessary and to pay them and to other persons in return for services rendered to the Club reasonable fees, salaries, honoraria, wages or bonuses, and on such conditions of employment and salaries, rewards and benefits as the Board determines.
- 3.19 To make arrangements for and to enter into agreements with any insurance company for the establishment of a plan or system of Superannuation or other similar benefits for the employees of the Club and their relatives and/or dependants.
- 3.20 To accept or take any security for any debt or liability to the Club or any property real or personal in or towards payment or satisfaction of any such debt or liability.
- 3.21 To establish and support or aid in the establishment and support of any Club or institution having for its objects those that are similar to the objects of the Club or any charitable or benevolent Club or institution and to subscribe or guarantee money for the such purposes.
- 3.22 To loan monies to such person, companies or Clubs and on such reasonable terms and conditions as may be considered appropriate by the Board.
- 3.23 To appoint from time to time, with specific powers either the same or less than those powers of the Club, sub-committees, agents or other bodies or persons for the purpose of carrying out, achieving and completing any of the objects of the Club, and to revoke, cancel, limit or alter such powers and terms of appointment and delegations or authority as may appear necessary to the Board.
- 3.24 To do all such other acts, matters and things as are or may appear to the Board to be incidental or conducive to the attainment of the above objects and powers or any of them.

4 NON PROFIT ORGANISATION

All income and property of the Club must be applied solely towards the promotion of the objects of the Club and no portion of it shall be paid or transferred directly or indirectly by way of dividend, profit or otherwise to members of the Club, except that nothing in this Rule 4 prevents the payment in good faith of reasonable remuneration to

any officer, member or employee of the Club in return for any services actually rendered to the Club or of reasonable allowances and traveling expenses to an officer, member or employee of the Club which is representing the Club.

5 MEMBERSHIP

- 5.1 Membership of the Club is open to natural persons of good character and reputation who are eighteen (18) years of age and over.
- 5.2 The Club shall consist of:
 - 5.2.1 Playing Members
 - 5.2.2 Ordinary Members.
 - 5.2.3 – Life Members
 - 5.2.4 Associate members.
 - 5.2.5 Honorary members being those persons possessing the prescribed qualifications determined by the Board from time to time and who are invited to be honorary members under these Rules.
 - 5.2.6 Temporary Members being those persons meeting the prescribed conditions as described elsewhere in this Constitution and Rules.
 - 5.2.7 Members of such other class or classes of Members as may be determined by the Board under Rule 6.6
- 5.3 In this Constitution and Rules, the use of the word "member" when used without qualification means Football Club Members, Ordinary Members, Life Members, Associate Members, Honorary Members and Temporary Members or any of them.
- 5.4 Applicants for Ordinary Membership and Associate Membership must deliver to the registered office of the Club an Application for Membership in such form as the Club decides. An applicant for membership must at the time of delivering the application for membership pay the prescribed entrance and/or membership fee applicable at the time of lodgement of the Application.
- 5.5 Upon the election of each Applicant to any category of membership of the Club the applicant must be enrolled as a member of the Club of the appropriate category and will become entitled to the privileges of membership associated with that category and be bound by the rules of the Club and by all consequences resulting from breach or non-observance or performance of them.
- 5.6 The General Manager must upon the request of a member who has duly enrolled as such supply to that member a printed copy of the Constitution and Rules of the Club then in force.

- 5.7 In the event of the application of a candidate for election being rejected by the Board the General Manager must inform the candidate of such election in writing and return his entrance and/or membership fee which was paid on application.
- 5.8 The Board may delegate to the General Manager, or the Chairman the right to confer temporary membership for a period not exceeding 14 days on persons entitled to be offered or become Temporary Members of the Club.

6 CATEGORIES OF MEMBERSHIP

6.1 Playing Members

all persons who are registered as players of the Club with the SANFL will be Playing Members. A Playing Member will be entitled to attend but not vote at a meeting of Members but will otherwise be entitled to all privileges of membership.

6.2 Ordinary Members

All persons who are elected or invited to be members under this Constitution will, unless elected under any other category of membership be Ordinary Members.

An Ordinary Member is entitled to all privileges of membership.

6.3 Life Members

Any Member who has rendered valuable services to the Club may at any Annual General or Special Meeting of the Club be elected as a Life Member thereof by the general body of Members present provided, however, that no person shall be elected a Life Member of the Club except on the nomination and recommendation of the Board. A Life Member will be entitled to all privileges of membership without being required to pay the Annual Subscription for Membership of the Club. Life Members shall be presented with a suitable Certificate from the Club indicating such Life Membership.

6.4 Honorary Members

Persons possessing the qualifications set out below or other qualifications determined by the Board from time to time may upon the invitation of the Board become Honorary Members of the Club entitled to use the Club's facilities and services but not eligible to receive notice of meetings, or to vote at meetings or to hold office within the Club.

- 6.4.1 Any resident of South Australia of distinction or of prominence in sport or service to the community.
- 6.4.2 Members and officials of visiting teams competing at the Club's premises or at other facilities used by the Club for competition or at

grounds and facilities of the Football Club will be deemed to be Honorary Members for the day on which they are competing.

Honorary Members will retain membership for such period or on such occasion as the Board may specify in its invitation to become an Honorary Member and must never exceed 200 in numbers:

6.5 Other Members

The board has the power from time to time to create, determine and/or vary other classes of membership and the terms, conditions, rights and privileges attaching to those classes.

6.6 Members bound by Constitution

All Members of the Club will be bound by the Rules contained in this Constitution.

7 REGISTER OF MEMBERS

7.1 A Club Register of the names and addresses of all categories of members must be kept at the registered office of the Club. This is not available for inspection by any Member.

7.2 A Names Register of the names of Members of all categories of Members must be kept at the registered office of the Club and must be available for inspection by any Member during the hours when the registered office of the Club is open.

8 ADDRESS OF MEMBERS

All members must notify the General Manager of the Club in writing of any change or changes in their name or address and the General Manager must enter such change or changes in the Register of members. All notices sent by post or otherwise by the Club to the last known address of a member as disclosed in the Register of Members will be deemed to be duly sent to that member.

9 DEATH OR EXPULSION

Any member who dies or is expelled will immediately cease to be a member of the Club.

10 RESIGNATION

10.1 Any member wishing to resign his membership of the Club must give written notice of such resignation addressed to the General Manager of the Club. No such resignation will relieve any member from payment of any monies due or payable by him to the Club at the time of resignation nor exempt him from any punishment or penalty in any way arising from or connected with his conduct prior to his resignation. Any person ceasing to be a member of the Club will immediately return all property of the Club which he may have in his possession to the General Manager of the Club and upon ceasing to be a

member for any cause whatsoever will have no claim upon any portion whatsoever of the property of the Club.

- 10.2 A person's membership of the Club will immediately cease in any of the events Following that is to say if the member dies or becomes of unsound mind.

11 SUBSCRIPTIONS

- 11.1 Playing Members, Honorary Members, Life Members and persons who have been made Temporary Members of the Club by the Board will not be liable to pay any entrance fee or subscription.
- 11.2 The entrance fee (if any) payable by a person seeking membership of the Club will be such sum as may be fixed by the Board from time to time provided, that the Board has the power in its absolute discretion at any time to waive payment or vary the amount of the entrance fee as between Members of the Club and as between different classes of membership of the Club.
- 11.3 The annual subscription (if any) payable by each different class of members of the Club must be determined by the Board prior to end of the month of October in each year and such subscription will fall due and payable on the first day of November in that year and if such subscription is not paid within sixty (60) days of the due date for payment thereof the member shall be deemed unfinancial and ipso facto cease to be a member. The Board may at any time in its absolute discretion and upon payment of the subscription in arrears and any such re-entrance fee as it may decide to impose re-admit any such person to membership of the Club.
- 11.4 In the event of a person being elected to membership at any time after the 31st day of January in any year, the Board may in its absolute discretion, nominate a pro rata amount for the subscription fee payable by such member which pro rata amount shall be in respect of the financial year ending on the 31st day of October next following the payment of such pro rata subscription fee and thereafter such member shall pay the annual subscription fee as herein determined.
- 11.5 The Board may in its absolute discretion accept such amount as decided upon by the Board for or in respect of the annual subscription fee payable by virtue of this Constitution and Rules from any member who is in the opinion of the Board in necessitous circumstances.
- 11.6 Regardless of anything contained in this Constitution it is lawful for the Board in its absolute discretion to determine that no subscription shall be payable by any member or members in respect of any period specified by the Board. Any member or members so exempted will be entitled during such period to exercise their existing membership privileges and in the case of ordinary members including the right to vote provided that any outstanding amounts owing to the Club by any such member or members must have been previously paid.

- 11.7 The Board may at any time refuse to accept a subscription from any member in which case the person concerned shall cease to be a member of the Club.
- 11.8 A member who commits any act or omits to do anything which is in the reasonable opinion of the Board conduct which is prejudicial or detrimental to the reputation or interests of the Club may have his membership privileges withdrawn. If any such conduct is alleged the following procedures must be followed:-
- 11.8.1 Details of the conduct complained of must be given in writing by the Board to the Member, official or person against whom an allegation has been made.
- 11.8.2 Such Member, official or person must be given an opportunity by the Board to show cause, and may be required by the Board to show cause in writing, as to why it should not cancel the membership of that member or withdraw his membership privileges.
- 11.8.3 The decision of the Board on the matter must be given in writing to the Member, official or person concerned.

12 MATTERS NOT DEALT WITH

Any matter of any kind whatsoever not dealt with or provided for under these Rules may be dealt with in such manner as the Board shall determine.

13 OFFICERS & ELECTION TO OFFICE

- 13.1 The Officers of the Club will consist of those persons who from time to time hold the office, of Patron or Patrons, President, Vice President, and all other members of the Board.
- 13.2 Any person who is not a member of the Club shall be ineligible for nomination or election to any office in the Club.
- 13.3 All nominations for election to the Board of the Club shall be in writing signed by two members and the candidate, and shall be delivered to the General Manager before 15 January in each year.
- 13.4 The following information must be included in the nomination form of any candidate for election to any office in the Club, namely:-
- 13.4.1 Whether the candidate has held office with the Club and if so, full details.
- 13.4.2 Whether the candidate has previously played football for the Club and if so, full details.

- 13.4.3 Whether the candidate has any previous administrative experience with any other football club or sporting body and if so, full details.
- 13.5 Should more members be nominated for election than are required to fill the vacancies an election shall be held by ballot of the Voting Members of the Club?
- 13.6 Should a sufficient number of members not offer themselves for election to the Board, any vacant position may be filled by the Board as a casual vacancy?
- 13.7 The Board is responsible for all arrangements relating to the conduct of the election of members of the Board required by these Rules to be elected by Voting Members of the Club which election shall be held before 20 February in each year.
- 13.8 An election of Members of the Board shall be held at the Annual General Meeting or by postal ballot or by such other means as the Board may from time to time determine.
- 13.9 Persons elected to the Board will take office at the conclusion of the meeting of members following the postal ballot or the meeting at which they are elected.
- 13.10 The Board shall appoint a Returning Officer to conduct any election of Office Bearers.
- 13.11 All elections of members of the Board shall be conducted and determined on a "first past the post" basis.
- 13.12 In the event of a tied vote in any election, whether at a meeting of members or by postal ballot, or otherwise, the Chairman of the meeting at which that election is held or in any other case, the President shall have a casting vote.
- 13.13 The Board may appoint a Patron (or Patrons) who will hold such office for a term set by the Board or until he resigns the same in writing addressed to the Board.
- 13.14 The Board shall appoint the President, and Vice President, from members of the Board at the first meeting after the members of the Board have been elected.
- 13.15 The Board shall consist of up to ten members of the Club of whom six must be Elected by members of the Club.
- 13.16 The Board may appoint or co-opt up to four (4) persons to the Board on a Resolution of the other members of the Board each of whom will hold office Until the Annual General Meeting following his appointment.
- 13.17 Elected Members of the Board will, subject to Rule 13.7 hold office until the Second Annual General Meeting following his appointment.
- 13.18 The persons who are members of the Board on the date of the adoption of this Constitution shall remain as members until the second Annual General

Meetings after the adoption of this Constitution. At the second Annual General Meeting held after the adoption of this Constitution three (3) members of the Board shall resign and thereafter three (3) members shall resign at each subsequent Annual General Meeting.

- 13.19 The Board shall meet at least once each month except in the month of January And may meet more often as the requirements of the Club demand
- 13.20 The term of office of a Member of the Board will cease immediately if:-
- 13.20.1 He/she resigns his office by notice in writing to the Board;
- 13.20.2 He/she dies;
- 13.20.3 He/she becomes an insolvent under administration;
- 13.20.4 He/she is suspended for any period or otherwise ceases to be a member of the Club;
- 13.20.5 He/she becomes of unsound mind or person who is liable to be dealt with in any way under any law relating to mental health;
- 13.20.6 His/her term of appointment expires under these Rules;
- 13.20.7 His/her application for registration as a Registered Official of the SANFL under and for the purposes of Regulation 4.4 (a amended or varied from time to time) of the Regulations made under the Constitution of the SANFL is refused, or if having been granted is subsequently revoked.
- 13.21 If any casual vacancy occurs on the Board (including President or Vice President) during any year the remaining members of the Board may appoint some other member of the Club to fill the vacancy for the remainder of the term of office of the person who has ceased to be a member of the Board

14 MANAGEMENT OF THE CLUB

- 14.1 The Management of the business and affairs of the Club is vested in a Board of Directors (“the Board”)
- 14.2 The General Manager of the Club (“the General Manager”) will be the person who holds the position of Chief Executive Officer of the Football Club from time to time.
- 14.3 The Board is charged with the management of the Club so as to achieve the objects specified in this Constitution by exercise of the powers specified in Rule 3 and by Rules specified elsewhere in this Constitution. The Board may exercise all such powers and do all such acts and things as the Board is authorised to exercise or empowered to do and which are not by this Constitution or by Statute directed or required to be exercised or done by the

Club in General Meeting.

- 14.4 The Chairman of meetings of the Board will be the person who holds the position of President of the Club. The President will be the Chairman, when present, at any meeting of the Club and the Board. In the absence of the President another member of the Board must be appointed by those present at that meeting to act as chairman of that meeting.
- 14.5 On any resolution put to a meeting of the Board each member of the Board will have one vote and every question shall be decided by a majority of the votes at the meeting. In the event of a tied vote the chairman of the meeting may exercise a casting vote.
- 14.6 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as they think fit. The Secretary must on the written request of two members of the Board convene a meeting of the Board within not more than 7 days from such request.
- 14.7 Minutes must be kept of all proceedings of the Board. If the General Manager is not present at the meeting, the Board must appoint one person from amongst its employees or its members or such other person as the Board decides to act as minute secretary for the purpose of preparing agendas and recording minutes of the meeting of the Board.
- 14.8 A quorum for a meeting of the Board is not less than four (4) of its members and a member of the Board having an interest referred to in Rule 14.13 is to be counted for the purpose of a quorum regardless of that interest. If within thirty (30) minutes from the time appointed for the meeting or within such further period as those present may agree a quorum is not present the meeting must stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within one hour from the time appointed for the meeting the members present [being not less than three (3)] shall form a quorum.
- 14.9 Regardless of Rule 14.8, if the number of members of the Board falls below four (4) the continuing members of the Board may act despite such vacancy or vacancies in their body. The continuing members of the Board must, as soon as possible, take all steps necessary to cause the vacancy or vacancies to be filled.
- 14.10 All acts done by the Board or by any person acting as a member of the Board must notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board or person so acting or that they or any of them were disqualified be as valid as if every such person had been duly appointed as was duly qualified.
- 14.11 A resolution in writing signed by all the members of the Board for the time being will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

- 14.12 No member of the Board shall be disqualified from his office from contracting or entering into any arrangement with the Club either as vendor, purchaser, solicitor or otherwise, nor will any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Club in which all of the members of the Board or any member of the Board is in any way interested be avoided nor will any member of the Board so contracting or being so interested be liable to account to the Club for any profit realised by any such contract or arrangement by reason of such member of the Board holding that office or the fiduciary relationship thereby established.
- 14.13 Every member of the Board who is in any way whether directly or indirectly interested in a contract or proposed contract with the Club must as soon as practicable after the relevant facts have come to his knowledge declare the nature of his interest at a meeting of the Board. For the purpose of this clause a general notice given to the Board by a member of the Board to the effect that he is an officer or member of a specified company or a member of a specified firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm will be deemed to be a sufficient declaration of interest in relation to any contract so made but no such notice will be of effect unless either it is given at a meeting of the Board or the member of the Board so concerned takes reasonable steps to ensure that it is tabled and read at the next meeting of the Board after it is given. It is the duty of every member of the Board who holds any office or possesses any property whereby duties or interests might be created in conflict with his duties or interests as a member of the Board to declare at a meeting of the Board the fact and the nature, character and extent of the conflict and such last mentioned declaration must be made at the first meeting of the Board held after he becomes a member of the Board or (if he is already a member of the Board) after he commenced to hold the office or possess the property. The General Manager must record every declaration under this clause in the minutes of meeting at which it is made, and must maintain a register of all such declaration.
- 14.14 No member of the Board is entitled to take part in any discussion nor vote in respect of any contract or arrangement in which he is interested and if he does so his vote must not be counted.
- 14.15 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at the meeting.
- 14.16 The Board may, from time to time, appoint such subcommittee(s) as they deem necessary or expedient, and may delegate or refer to them such of the powers and duties of the Board as the Board may determine provided always that members from the Board comprise at least half of the members on such sub-committees. Such sub-committees must report their proceedings to the Board and shall conduct their business in accordance with the directions of the Board.

- 14.17 The Board may from time to time make By-Laws regulating the conduct and behaviour of the members of the Club and the Board may from time to time subject to the requirements of Rule 21 alter, add to, vary, amend or repeal any By-Laws made hereunder. Any By-Laws are, unless they are inconsistent with the Constitution and Rules of the Club for the time being and from time to time, be binding upon all members of the Club for the time being and from time to time and be construed as and form part of these Rules until rescinded, altered or varied by the Board. In the event of any inconsistency between the Constitution and the Rules of the Club from time to time and any By-Laws made hereunder the provisions of the Constitution and Rules will prevail and such By-Laws are to the extent of their inconsistency invalid and unenforceable.

15 ACCOUNTING AND AUDITING

- 15.1 The Board must cause to be kept a complete account of the income and expenditure and of the affairs of the Club and must also ensure:
- 15.1.1 That a proper set of books is kept by the person holding the position of Chief Financial Officer of the Club showing the state of the funds of the Club and its actual and contingent liability.
 - 15.1.2 That all monies owing by the Club are duly and regularly paid.
 - 15.1.3 That all monies owing to the Club are duly received.
 - 15.1.4 That all monies received by the Club are promptly deposited in the Club's bank account and receipts, vouchers and other documents pertaining to the Club's financial affairs must be carefully filed and preserved for inspection by the auditor.
- 15.2 The financial year of the Club will commence on the first day of November in one year and end on the last day of October in the following year.
- 15.3 The Club must furnish annually as soon as practicable after the end of a financial year of the Club and in any event not later than the last day of December thereafter a report of the activities of the Club for the previous financial period of the Club together with the duly audited Balance Sheet and Profit and Loss Account of the Club.

16 AUDITOR

- 16.1 An auditor must be appointed by the members of the Club at the Annual General Meeting of the Club. Any registered company auditor not being a member of the Club is eligible to be appointed an auditor.

The auditor of the Club must continue in office unless he resigns or unless the Board nominates an alternate at an Annual General Meeting by inclusion of an appropriate item of business on the Notice of Meeting.

- 16.2 The auditor must audit the accounts of the Club for the financial period ended on the last day of October each year. The audit report must be attached to the financial statements and laid before the Club at the Annual General meeting.
- 16.3 The auditor has the power at any time to call for the production of all books, accounts and other documents relating to the affairs of the Club.

17 MEETINGS OF MEMBERS

- 17.1 Ordinary Members and Life Members are the only members of the Club who are entitled to attend and vote at any Meeting of Members of the Club.
- 17.2 The Annual General Meeting of the Club must be held before the 15th day of February each year on a date to be fixed by the Board to: -
- (a) appoint an auditor,
 - (b) Receive from the Club the Balance Sheet and Profit and Loss Account Of the Club having been approved and accepted by the Board for the period of twelve months immediately preceding the last day of October of that year
 - (c) Elect members of the Board
 - (d) Conduct any other business which is lawful or proper to be brought before the meeting.

The business referred to in sub paragraph (a) to (c) inclusive will be deemed ordinary business and all other business will be deemed special business.

- 17.3 At least fourteen (14) days notice in writing must be given to those members of the Club who are entitled to attend and vote of any General Meeting of the Club.
- 17.4 If any member entitled to vote at an Annual General Meeting of the Club desires to bring forward any special business at any Annual General Meeting of the Club such member must give written notice of such business to the General Manager not less than twenty one (21) clear days prior to the Annual General Meeting at which the member wishes such business to be considered and the General Manager must incorporate such business in the notice convening the Annual General Meeting. No special business may be transacted at any Annual General Meeting unless notice specifying the specific nature of such business has been given in the notice convening such Annual General Meeting.
- 17.5 A Special General Meeting of the Club may be called by the Board whenever it thinks fit and the Board must, upon a request in writing under the hands of not less than thirty (30) members of the Club eligible to vote at a General Meeting, convene a Special General Meeting. Such request must state the purpose for which the meeting is desired and the Resolutions to be proposed

and no other matters may be discussed at that meeting except with the leave of the chairman of the meeting.

- 17.6 Upon a request in writing to convene a Special General Meeting under Rule 17.5 being left with the Club the Board must immediately proceed to convene a Special General Meeting to be held at such time and place as it thinks fit not being more than twenty-eight (28) days after the receipt of such request.
- 17.7 At any Meeting of Members or any adjournment of that Meeting, a quorum will consist of twenty (20) members personally present and entitled to vote. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened on the requisition of members will be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within half an hour from time appointed for the meeting the members present and entitled to vote shall form a quorum.
- 17.8 The Chairman or in his absence or unwillingness to act a member of the Board appointed by the Board for that purpose or in their absence or unwillingness to act a member appointed by the meeting must preside at each Meeting of Members. The chairman of such meeting will in case of an equality of votes both on the show of hands and upon a poll have a second or casting vote.
- 17.9 At any Meeting of Members a resolution put to the vote of the meeting shall unless a poll is demanded, be decided by a show of hands of the persons present and entitled to vote.
- 17.10 On a show of hands every member present in person and entitled to vote may cast one vote but no member is entitled to vote unless all monies presently payable by him to the Club whether for subscriptions or otherwise shall have been duly paid.
- 17.11 Unless a poll is demanded,, a declaration by the chairman of that meeting that a resolution has been carried or carried by a particular majority or lost is deemed to be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 17.12 A poll may be demanded on any resolution by the Chairman or by not less than three members present and entitled to vote.
- 17.13 If a poll is demanded on any resolution by the requisite number of persons it must be taken at such time and in such manner as the chairman of the meeting directs.
- 17.14 No poll can be demanded on the question of the adjournment of a meeting.
- 17.15 All decisions arrived at and carried at any Meeting of Members held in conformity with this Constitution will be binding and conclusive upon all Members of the Club and no notice of motion to reconsider any such decision can be received by the Board for a period of six months from the meeting at

which such decision was made.

17.16 If a poll is demanded every Member present in person or by proxy may cast one vote.

18 PROXIES

18.1 A Member entitled to attend and vote at Meetings of Members may appoint any person who is a Member of the Club as proxy to vote for him at any Meeting of Members.

18.2 The form appointing a proxy shall be in writing and signed by the Member appointing such proxy.

18.3 A form appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular motion and, where an instrument of proxy so provides, the proxy is not entitled to vote on the motion except as specified in the form of a proxy.

18.4 The form appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

NORWOOD FOOTBALLCLUB INC.

I _____ of
Being a Member of Norwood Football Club Inc hereby appoint
Of _____

Or, in his absence

Of _____ as my proxy to vote for me on my behalf at the
Annual/Special General Meeting of the Club to be held on the _____ day of
20 _____ and at any adjournment of that meeting

+This form is to be used *in favour of/against the motion.

Signed this _____ day of _____ 20 _____

*Strike out whichever does not apply

+To be inserted if desired

Signed

18.5 The form appointing a proxy shall not be treated as valid unless it is deposited by delivery, fax or e-mail not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, at the office of the Chief Executive Officer or other such place as is specified for that purpose in the notice convening the meeting.

19 INDEMNITY

Nothing which is done by any member of the Board or by any officer or other person appointed or employed by the Board if done bona fide in the exercise of his powers or in the performance of his duties under the Constitution and Rules of the Club shall

subject such member of the Club officer or other person to any personal liability and it is the duty of the Club, out of the funds of the Club, to pay and satisfy all costs, losses, damages, expenses and liabilities whatsoever so incurred in the course of the conduct of the Club.

20 SEAL

The Board must cause to be prepared a common seal with the name of the Club inscribed on it and must provide for its safe custody. The seal must not be used except by the authority of the Board. Every deed or instrument to which the seal is required to be affixed can only be affixed by a resolution of the Board and in the presence of at least one member of the Board who must sign every instrument to which the seal be so affixed. Every such instrument shall be counter-signed by the General Manager or a second member of the Board or be signed and counter-signed by such other person or persons as the Board may from time to time authorise.

21 ALTERATION OF CONSTITUTION AND RULES

21.1 Subject to Rule 23.2 this Constitution and Rules may be altered, varied or amended by a resolution passed at an Annual General Meeting or Special General Meeting of the Club. No such resolution shall be deemed to have been passed unless it be carried by a majority of at least three quarters of the members present and entitled to vote at the meeting. At least fourteen (14) days notice in writing specifying the proposed amendment or amendments shall have been given to Members.

22 CLUB COLOURS

The colours of the Club shall be red and blue the uniform consisting a navy blue jersey or jacket with or without red facings, red hose and navy blue or white shorts provided that the Board may authorize the use of an alternative uniform to comply with the rules of the competition in which it desires teams from the Club to compete

23. SANFL

23.1 The Club shall be an associate club of the SANFL and shall be subject to and abide by the Rules, Regulations and By Laws of that body as varied from time to time

23.2 When the SANFL requires the Club to adopt a new Rule or to rescind., vary or modify or alter any existing Rule of this Constitution of the Board may for such purpose adopt such Rule or effect such rescission variation modification or alteration without the necessity of calling any general meeting of the Club or without the necessity of obtaining any approval of the members of the Club but any such alteration to this Constitution shall be notified to members at the next General Meeting of the Club

- 23.3 The Board must in respect of each season nominate such persons as may be required under the Constitution of the SANFL to be a Director and Alternate Director(s) of the SANFL for the current season
- 23.4 The Club must comply with Regulation 4.4 of the Regulations made under the Constitution and Rules of the SANFL as amended or varied from time to time (“the SANFL Regulations”) relating to the registration of Officials of the Club with the SANFL.
- 23.5 The Club must not permit any person who has not been registered by the SANFL as a Registered Official under Regulation 4.4 of the SANFL Regulations to hold any office in or perform any duty for the Club.

24 NOTICES

- 24.1 The Club must at all times have an address for service of notices which said address must unless otherwise advised be the address of the office of the Club and the Club must give written notice to every member of every change of such address within twenty-eight (28) days after any change thereto is made.
- 24.2 Every notice to be given or communication made to the Club will be deemed for all purposes to have been duly given or made if given or made if given or made in writing and either delivered to the registered office of the Club or enclosed in an envelope with postage duly pre-paid and addressed with the full name of the Club and its address for service of notice for the time being and posted at any post office in Australia.
- 24.3 Every notice to be given or communication made by the Club to any member will be deemed to have been duly given or made if given or made in writing and either handed personally to such member or enclosed in an envelope with postage duly pre-paid and addressed to the member's address on the register of members or if no such address is specified in the register to the last known or usual business address of the member and posted at any post office in the State of South Australia.

25 INTERPRETATION OF RULES

- 25.1 In this Constitution and Rules, unless the context otherwise requires, words importing any gender shall include the other gender and words importing the singular or plural shall include the plural or singular respectively.
- 25.2 The Board shall be the sole authority for the interpretation of these rules and any regulations or By-Laws made thereunder and the decision of the Board upon any question of interpretation or upon any matter affecting the Club and not provided for by these rules or by the regulations and By-Laws made thereunder shall be final and binding upon the members.

26 WINDING UP

- 26.1 The Club may be dissolved voluntarily by resolution passed by not less than three quarters of the members of the Club present and voting at a General Meeting of the Club of which at least twenty-eight (28) days notice in writing specifying the proposed resolution must have been given to members.
- 26.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any surplus, such surplus must not be paid to or distributed amongst the members of the Club but must be given or transferred to some other organisation or. Organisations having objects similar to the objects of the Club and which prohibits the distribution of its profits and assets to its members which organisation or organisations must be determined by the members of the Club at or before the time of dissolution.