

**Constitution
of
The Eagles Club
Incorporated**

Associations Incorporation Act 1985 (SA)

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Constitution
of
The Eagles Club Incorporated

1. NAME OF CLUB

The name of the club is The Eagles Club Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Act 1985 (SA)*.

Address shall include the residential addresses of the Club at 722 Port Road, Beverley SA 5011 and 30 Oval Avenue, Woodville South SA 5011 and any electronic address.

Annual General Meeting means a meeting of the Members held once a year and of the kind described in **clause 7**.

Appointed Director means a Director appointed under **clause 8**.

Blue means the colour PMS 282.

Board means the body consisting of the Directors of the Club, who are effectively the management committee and who are entrusted to manage the affairs of the Club.

Board Meeting means any meeting of the Board.

CEO means the Chief Executive Officer of the Club for the time being appointed under this Constitution. Where the Club does not have a Chief Executive Officer, subject to confirmation by the Board, the following in descending order will assume the functions of the Chief Executive Officer under this Constitution: General Manager, Commercial Manager, Football Manager or any other position created and approved by the Board from time to time which fulfils the same obligations or duties of the Chief Executive Officer, General Manager, Commercial Manager or Football Manager.

Club means The Eagles Club Incorporated.

Constitution means this constitution of the Club.

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

Elected Director means a director appointed under **clause 8**.

Financial Year means the year ending on the next 31 October following incorporation and thereafter a period of 12 months commencing on 1 November and ending on 31 October each year.

Football Club means the Woodville West Torrens Football Club Incorporated.

Football Club Member means a member for the time being of the Football Club.

General Meeting means any general meeting of Members other than the Annual General Meeting or Special General Meeting.

Gold mean the colour PMS 116.

Green means the colour PMS 343.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment (including computer software), images (including photographs, videos or films), colours or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club or the Football Club.

Local Area means the geographical area for which the Club is responsible and from which the Club draws its players and supporters and patrons as recognised by the Club and the League.

League means the South Australian National Football League Incorporated;

Licensed Premises means the licensed premises located at 722 Port Road, Beverley SA 5011 and 30 Oval Avenue, Woodville South SA 5011 and which is operated by the Club.

Mail means mail by either post or by electronic means.

Meeting means either a General Meeting, Annual General Meeting or Special General Meeting.

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

Membership means the membership interest a person holds in the Club.

Notice Board means any public notice board of, and located at, the Club and includes the website of the Club.

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

Ordinary Member means an ordinary member of the Club who is not a Football Club Member.

Powers means the powers of the Club in **clause 4**.

Print or Printed means hardcopy printing as well as electronic printing on a website, electronic application or any other means of electronic communication.

Publish or Publication means hardcopy publication as well as electronic publication on a website, electronic application or any other means of electronic communication.

Regulations means any clauses, rules, by-laws and regulations made by the Board under **clause 10.4**.

Seal means the common seal of the Club.

Special General Meeting means a meeting of the Members (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

Special Resolution means a special resolution defined in the Act.

Sport means the sport of Australian Rules Football.

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 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);
- (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; and
- (i) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a vote at a General Meeting, which decision shall be final and conclusive.

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. Model rules under the Act, if existing, are expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

The objects of the Club are to:

- (a) provide direct financial and administrative support and assistance to the Football Club in accordance with any contract, deed or agreement as required and agreed from time to time;
- (b) receive and use any licence and services from the Football Club in accordance with any contract, deed or agreement as required and agreed from time to time;

- (c) provide social amenities and facilities for the members and supporters of the Club, including the provision of the Licensed Premises and any other amenities and facilities as determined by the Board from time to time;
- (d) provide amenities and facilities and opportunities for Members and Football Club Members to watch training and playing of the Sport and learn about and discuss the Sport and any other related activities;
- (e) conduct, encourage, promote, advance and administer the Sport;
- (f) promote and encourage such other forms of sports games and recreational pursuits as the Board may from time to time determine;
- (g) act, at all times, on behalf of and in the interest of the Members and the Sport;
- (h) promote the activities of the Club and the Football Club in the wider community and among the Members;
- (i) promote the activities of the Club and the Football Club by encouraging Member's involvement in those activities;
- (j) conduct any other activity which directly or indirectly encourages and fosters the playing of the Sport by the Football Club or otherwise or which is incidental or conducive to these Objects;
- (k) advance the operations and activities of the Club and the Football Club;
- (l) maintain and enhance the reputation of the Club, Football Club and the Sport and the standards of play and behaviour of participants (including spectators) in the Sport;
- (m) promote mutual trust and confidence between the Club, Football Club, League and the Members (as applicable) in pursuit of these Objects;
- (n) promote the economic and community service success, strength and stability of the Club, Football Club, Members and the Sport;
- (o) use and protect the Intellectual Property appropriately;
- (p) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club and Football Club;
- (q) have regard to the public interest in the operations of the Club and Football Club;
- (r) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (s) 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; and
- (t) promote the health and safety of Members and all other participants in the Sport.

4. POWERS OF THE CLUB

4.1 General powers

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act and this Constitution, namely to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property, shares, debentures or other securities of any company or body corporate;
- (b) administer any property on trust;
- (c) open and operate bank accounts established at any authorised deposit taking institution;
- (d) invest its moneys:
 - (i) in any security in which trust moneys may, by Act of Parliament, be invested; or
 - (ii) in any other manner authorised by the rules of the Club;
- (e) borrow and lend money upon such terms and conditions as the Club thinks fit;
- (f) give such security for the discharge of liabilities incurred by the Club and obtain security to secure payments as the Club thinks fit;
- (g) appoint agents to transact any business of the Club on its behalf;
- (h) enter into and comply with and give any directions or exercise rights under any contract, deed or agreement it considers necessary or desirable for furthering and/or carrying out its Objects and Powers (including but not limited to acting as a trustee);
- (i) provide services to Members and without limiting the generality of the foregoing to provide and maintain clubrooms, spectator facilities, meeting rooms and other amenities and recreational facilities and to supply to Members local and overseas sporting news and information and articles in publications which may be of interest or of use to members;
- (j) do all things which the Club may think necessary or desirable for providing for the recreation, accommodation and comfort of the Members and for the preservation, upkeep and improvement of the Licensed Premises and any other like objects and purposes which the Club may decide from time to time;
- (k) 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;
- (l) 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;
- (m) 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* (both as amended from time to time) 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;

- (n) provide social and gaming amenities and facilities for the Members and their guests and others entitled to attend the Licensed Premises and provide accommodation for Members and their guests in such Licensed Premises as the Club may occupy from time to time;
- (o) 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;
- (p) 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 the Objects, and to raise funds for all or any of the Objects;
- (q) 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;
- (r) subscribe to, become a member of and co-operate with any other club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club;
- (s) enter into any arrangements with any Government or authority that are incidental or conducive to the attainment of the Objects and the exercise of the Powers, to obtain from any such Government or authority any rights, privileges or concessions which the Club may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges or concessions;
- (t) appoint, employ, remunerate, remove or suspend such employees, managers, clerks, secretaries, servants, workers and other persons as may be necessary or desirable for the purposes of the Club;
- (u) construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences (as permissible) which

may advance the Club's interests and to contribute to, subsidise or otherwise assist, and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;

- (v) sell, improve, manage, develop, exchange, lease, dispose of, turn into account or otherwise deal with all or any part of the property and rights of the Club;
- (w) make donations or gratuitous payments for charitable or community purposes or for any other purpose which is incidental or conducive to the attainment of the Objects;
- (x) print and publish any information, newspapers, periodicals, books, pamphlets or leaflets that the Club may think desirable for the promotion of its Objects;
- (y) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise;
- (z) apply the net profits of the Club after payment of all costs and expenses of and incidental to the proper and efficient management and development thereof for the benefit and assistance of the Football Club;
- (aa) do all things which the Club may think necessary or desirable for promoting the recreation, accommodation and convenience of its Members;
- (bb) do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the Powers and promote the Club as a good Corporate citizen;
- (cc) do all things otherwise necessary or desirable for furthering and/or carrying out the Objects and Powers; and
- (dd) exercise, in any manner permitted by the Act, any power which an Incorporated Association may exercise under the Act in order to achieve, or that is incidental or conducive to, its Purpose, or to the pursuit of its Purpose.

4.2 **Inconsistency or conflict**

To the extent there is any inconsistency or conflict between the Powers set out in **clause 4.1** and the obligations of the Club under the Act or any contract, deed or agreement to which the Club is a party at the time of the adoption of this Constitution, the Act or terms of that contract, deed or agreement will prevail.

5. **MEMBERSHIP**

5.1 **Categories of Members**

The Members of the Club shall consist of:

- (a) **Football Club Member:** automatically any person who is a Member of the Football Club and who is not required to apply for membership nor pay any fee or subscription and will remain a Member for as long as they a Member of the Football Club or unless otherwise as determined under this Constitution and who, subject to this Constitution and after 12 months of being a Member, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;

- (b) **Ordinary Member:** any person over the age of eighteen (18) at 1 July in the year in which they become a Member who is required to apply for membership and who, subject to this constitution, shall have **no right** to receive notice of Meetings and **no right** to be present or debate or vote at Meetings; and
- (c) such new categories of Members as may be created by the Board. Any new category of Member created by the Board cannot be granted voting rights without the approval of the Club in a Meeting.

5.2 Eligibility criteria

The Board may determine from time to time any criteria or qualifications for a category or categories of Membership that a person must meet in order to become and remain a Member.

5.3 Membership year

The Membership year of the Club shall commence on 1 November and end on 31 October in each Calendar year notwithstanding the term of the Financial Year of the Club, if that is different.

5.4 Application for Membership

An application for Membership must:

- (a) be in a form approved by the Board from time to time;
- (b) contain full particulars of the name and address and contact details of the applicant and any other details as approved by the Board from time to time;
- (c) identify the category of Membership for which the applicant is applying; and
- (d) contain any other information prescribed by the Club or the Board for an application for Membership in that category.

5.5 Discretion to Accept or Reject Application

- (a) The Board may accept or reject an application for Membership whether or not the applicant has complied with the requirements in this **clause 5**. The Board shall not be required or compelled to provide a reason for accepting or rejecting the application for Membership.
- (b) Where the Board accepts an application for Membership, the applicant shall become a Member. Membership shall be deemed to commence upon notice in writing of that acceptance to the applicant. The CEO shall amend the register accordingly as soon as practicable. The registration and payment of any Membership fee does not constitute acceptance of the Membership application.
- (c) Where the Board rejects an application, any fees forwarded with the application will be refunded to the applicant and the application shall be deemed rejected.

5.6 Deemed Membership

- (a) All Members which or who are, prior to the operation of this Constitution, Members of the Club, shall be deemed Members from the time of the operation of this Constitution until Membership fees, subscriptions or levies are next due pursuant to this Constitution.

- (b) If necessary, Members shall provide the Club with such details as are reasonably required by the Club under this Constitution within one month of the operation of this Constitution.
- (c) Any Members of the Club, prior to the operation of this Constitution, who are not deemed Members under **clause 5.5(a)** shall be entitled to carry on such functions equivalent to their previous functions as are provided for under this Constitution.

5.7 Obligations of Members

Each Member must:

- (a) treat all staff, contractors and representatives of the Club, Football Club, League and those involved with the Sport with respect, decency and courtesy at all times;
- (b) comply with all requirements, directions and orders concerning the operation and functions of the Club and Licensed Premises;
- (c) maintain and enhance the standards, quality and reputation of the Club, Football Club, League and the Sport;
- (d) not act in a manner:
 - (i) considered to be detrimental, unbecoming, injurious or prejudicial to the Objects or Purpose or character or obligations or interests of the Club, Football Club, League or Sport; or
 - (ii) that is likely to bring the Club, Football Club, League or Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Club, Football Club, League or Sport and its maintenance and development; and
- (e) recognise the Football Club as the authority for the Sport in the local area and the League as the authority for the Sport in South Australia;
- (f) adopt and implement such policies, rules and regulations as may be developed by the Club and Football Club; and
- (g) have regard to the Objects and Purpose in any way pertaining to the Club, Football Club and Sport.

5.8 Register of Members

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain, at least:
 - (i) the full name, address, category of Membership and date of entry to Membership of each Member and Director; and
 - (ii) where applicable, the date of termination of Membership of each previous Member.
- (b) the register may contain such other information as the Board considers appropriate;

- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within one month of such change.

5.9 Inspection of Register

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any other Member, shall be made available for inspection (but not copying) by Members who make a reasonable request for a proper purpose with at least seven (7) days' notice to the Club.

5.10 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.

5.11 Effect of Membership

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations and policies of the Club (as well as the constitutions, regulations and policies of the League, where applicable);
- (b) they shall comply with and observe this Constitution and the Regulations and policies of the Club and also any determination, resolution or decision, which may be made or passed by the Board or other entity with delegated authority on behalf of the Club;
- (c) by submitting to this Constitution and the Regulations and policies of the Club, they are subject to the jurisdiction of the Club, the League and the AFL (where applicable);
- (d) the Constitution and the Regulations and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Region and South Australia; and
- (e) they are entitled to all benefits, advantages, privileges and services of being a Member of the Club, unless otherwise expressly prescribed in this Constitution.

5.12 Resignation of Membership

- (a) A Member who has paid all arrears of Membership or other monies payable to the Club may resign or withdraw from Membership of the Club by giving notice in writing to the Club, subject to the clauses below. Such resignation shall take effect at the time such notice is received by the Club or, if a later date is specified in the notice, it shall take effect on that later date.
- (b) Once the Club receives notice of resignation of membership given under this **clause 5.12**, it must make an entry in the register that records the date on which the Member who or which gave notice ceased to be a Member.
- (c) No such resignation will relieve any Member from payment of all arrears of Membership or other monies payable to the Club at the time of resignation nor exempt the Member from any punishment or penalty in any way arising from or

connected with its conduct prior to his resignation. Any person ceasing to be a Member of the Club will immediately return all property of the Club which it may have in its possession 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.

5.13 Discontinuance of Membership for Breach

- (a) Membership of the Club may be discontinued by the Board if the relevant Member:
 - (i) breaches any clause of this Constitution or the Regulations or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;
 - (ii) is convicted of an indictable offence;
 - (iii) behaves in a manner considered to be detrimental, unbecoming, injurious or prejudicial to the Objects or Purpose or character and interests of the Club, Football Club or Sport; or
 - (iv) is not medically or physically fit to perform any duties as a Member or is a risk to others if performing duties as a Member.
- (b) Membership shall not be discontinued by the Board under **clause 5.13(a)** without the Board first giving the relevant Member sufficient opportunity and notice to explain the breach and/or remedy the breach.
- (c) Membership may not be discontinued unless the relevant Member has been afforded natural justice in accordance with the Act and procedural fairness generally.
- (d) Where a Member fails, in the Board's view, to adequately explain or remedy the breach:
 - (i) that Member's Membership shall be discontinued under **clause 5.13(a)**;
 - (ii) the Club shall give written notice of the discontinuance to the Member; and
 - (iii) the register shall be amended to reflect any discontinuance of Membership under this **clause 5.13** as soon as practicable.

5.14 Appeal against discontinuance of Membership

- (a) A person may submit a notice of intention to appeal against a decision to discontinue Membership.
- (b) Upon receipt of such notification, the CEO shall within twenty-eight (28) days of receiving such notice convene a meeting of the President, a Life Member and a Past President or Past General Manager or Past CEO of the Club. The Life Member and Past President or Past General Manager or Past CEO shall not be current members of the Board and shall be nominated by the CEO.

- (c) The appellant person shall be given the opportunity to fully present their case to the meeting and the appeal shall then be determined by a secret ballot of those present by a majority of votes.
- (d) The appellant person shall be given reasons for the decision.

5.15 Member to Re-Apply for Membership

A Member whose membership has been discontinued under **clauses 5.12 or 5.13**:

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

5.16 Forfeiture of Rights

- (a) A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

5.17 Membership May be Reinstated

Membership which has been discontinued under this **clause 5** may be reinstated at the discretion of the Board, with such conditions of membership as the Board deems appropriate.

5.18 Refund of Membership Fees

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

5.19 Subscriptions and Fees

- (a) The Board may:
 - (i) fix Membership fees (including but not limited to fees for entry and/or use of the Licensed Premises);
 - (ii) fix Membership subscriptions;
 - (iii) fix such other levies as the Board considers prudent for the effective and sustainable management of the affairs of the Club;
 - (iv) determine the time for and manner of payment of the Membership fees, subscriptions, or levies by Members to the Club; and
 - (v) determine that no Membership fees, subscriptions or levies are payable.
- (b) The Board may fix fees, subscriptions or levies at different rates for different classes of Membership and may determine that no subscriptions are payable by one or more of the classes of Membership for any period.

- (c) The Board may also authorise payment of fees, subscriptions or levies by instalments for some or all of the classes of Membership and it may prescribe different terms of instalments for different classes of Membership.
- (d) On admission to Membership, if applicable, a new Member must pay the current full year's fee, subscription or levy unless the Board agrees to accept payment in instalments.
- (e) The Board may from time to time waive all or part of a:
 - (i) Member's fees, subscriptions or levies and may agree terms of payment for a Member different from those applicable to other Members of the same class if the Board is satisfied that there are special reasons to do so; and
 - (ii) Class of Membership fees, subscriptions or levies and may agree terms of payment for a class of Membership different from those applicable to other classes of Membership if the Board is satisfied that there are special reasons to do so.

6. DISCIPLINE AND DISPUTE RESOLUTION

6.1 Regulations

- (a) The Board may make Regulations governing the hearing and determination of disputes, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or any other matter involving the enforcement of this Constitution or the Regulations or policies of the Club against Members or participants or the Club (including, but not limited to, matters which involve discontinuance of Membership or Members acting in a manner unbecoming of a Member or prejudicial to the Objects or interests of the Club and/or Sport or Members bringing other Members, the Club and/or Sport into disrepute).
- (b) A Regulation made under this **clause 6.1** may:
 - (i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 6.1**;
 - (ii) prescribe penalties for breaches of this Constitution or the Regulations or policies of the Club;
 - (iii) invest a judiciary committee or tribunal with power to impose penalties; and
 - (iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 6.1**.
- (c) Despite any Regulation made under this **clause 6.1**, and unless otherwise specified, the Board may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.
- (d) Any processes or procedures prescribed under this clause apply to disputes between a Member or participant and:
 - (i) another Member or participant; or
 - (ii) the Club.

- (e) Any disputes between Members or participants and other Clubs or the League or are to be dealt with by the League, as and where applicable.
- (f) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is involved in the dispute.
- (g) In this clause 'participant' includes any person who is not a Member but who has previously been a Member or proposes to be a Member or attends or participates in the Club to some extent and may include visitors.

6.2 Natural Justice and Procedural Fairness

- (a) All proceedings relating to matters falling under **clause 6.1** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.

6.3 Process

- (a) The parties to the dispute must firstly meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (b) If still unresolved, the applicant must within fourteen (14) days provide a notice in writing of the nature of the dispute and their complaint.
- (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 after the scheduled meeting, refer the dispute to the Club or the State Sport Dispute Centre (if applicable to the Club) or an agreed independent and experienced body to resolve the dispute in accordance with **clause 6.1**.
- (d) The Committee may prescribe additional grievance procedures in Regulations under **clause 6.1**.

7. MEETINGS

7.1 Types

The Meetings that can be convened where Members (with voting rights) have the opportunity to express opinions and vote on various matters are:

- (a) **General Meetings** - which may be held on a regular basis;
- (b) **Annual General Meeting** - which must be held in accordance with the Act and this Constitution within four (4) months after the end of the Financial Year on a date and at a venue to be determined by the Board; and
- (c) **Special General Meeting** – which are special meetings that are convened to discuss extraordinary issues.

7.2 Attendance

- (a) Unless this Constitution expressly provides otherwise, Members (including the Board) and the auditor are entitled to attend Meetings but only Members with voting rights are entitled to vote at Meetings.

- (b) A Meeting may be held at two or more places at the same time using any technology using any technology which gives Members a reasonable opportunity to participate in the Meeting.

7.3 Notice

- (c) Notice of Meetings must be given to Members and the auditor by the means authorised in **clause 10.5**.
- (d) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.
- (e) At least twenty-one (21) days' notice of a Meeting must be given to Members, together with:
 - (i) the agenda for the Meeting; and
 - (ii) any notice of motion received from Members with voting rights.

7.4 Annual General Meetings

- (a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to:
 - (i) the receiving of the Chairperson's report and/or CEO's report;
 - (ii) the consideration and approval of financial and other accounts and the reports of the Board (and those of any auditors);
 - (iii) the election of Directors and auditors;
 - (iv) any amendments to this Constitution;
 - (v) the appointment of a person (who shall not be a member of the Club) as auditor; and
 - (vi) any other business.
- (b) All business that is discussed at an Annual General Meeting or Special General Meeting other than those matters referred to in **clause 7.4(a)**, is special business.
- (c) No business other than that stated in the notice for an Annual General Meeting or Special General Meeting may be discussed at those meetings.
- (d) Special or other business can be tabled without notice at a General Meeting.

7.5 Special General Meetings

- (a) The CEO shall convene a Special General Meeting:
 - (i) when directed to do so by the Board, or
 - (ii) on the requisition in writing of not less than one hundred (100) Members of the Club pursuant to **clause 7.6**.
- (b) Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted.

7.6 Requisition of Special General Meetings by Members

- (a) On the requisition in writing of not less than one hundred (100) Members of the Club, the Board must, within one month after the receipt of the requisition (and provided notice is given in accordance with **clauses 7.3 and 10.5**), convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

7.7 Notices of Motion

Members with voting rights may submit notices of motion for inclusion as special or other business at a Meeting. All notices of motion must be submitted in writing to the CEO not less than fourteen (14) days prior to the Meeting.

7.8 Quorum

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 7.10(b)(ii)**, a quorum for Meetings is twenty (20) Members.

7.9 Chairperson to Preside

- (a) The Chairperson of the Board will, subject to this Constitution, preside as Chairperson at every Meeting except:
 - (i) in relation to any election for which the Chairperson of the Board is a nominee; or
 - (ii) where the Chairperson of the Board has a conflict of interest.
- (b) If the Chairperson of the Board is not present or is unwilling or unable to preside, the Members present must appoint another Director to preside as chair for that Meeting only.

7.10 Adjournment

- (a) If within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the Chairperson determines.

- (b) If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the adjourned Meeting:
 - (i) if the Meeting was convened on the requisition of Members under **clause 7.6**, the Meeting will lapse and will not be adjourned or reconvened; and
 - (ii) in any other case, those Members present will constitute a quorum.
- (c) The Chairperson may, with the consent of any Meeting at which a quorum is present, and must, if directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (d) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of an original Meeting.
- (e) Except as provided in **clause 7.10(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

7.11 Voting Procedure

- (a) At any Meeting a resolution put to the vote of the Meeting will be decided on a show of hands unless a poll or secret ballot is (before the show of hands) demanded by:
 - (i) the Chairperson; or
 - (ii) a simple majority of Members present at the General Meeting.
- (b) Each Member is entitled to one (1) vote at Meetings, unless such Member has not paid all arrears of Membership or other fees, subscriptions or levies payable to the Club (if applicable), in which case they are not entitled to vote.
- (c) The Chairperson may exercise a second or casting vote at Meetings.
- (d) If a poll or secret ballot is determined as the decided voting procedure:
 - (i) the Chairperson shall appoint two Members to conduct the poll or secret ballot in such manner as the Chairperson shall determine; and
 - (ii) the result of the poll or secret ballot, as declared by the Chairperson, shall be deemed as the resolution accordingly.

7.12 Direct Voting

The Board may decide that Members who are entitled to vote on any resolution at any Meeting are entitled to a direct vote in respect of that resolution and Meeting. A "direct vote" includes a vote delivered to the Club in advance of the Meeting by post, fax or other electronic means approved by the Board. The Board may prescribe rules about direct voting, including specifying the form, method and timing of giving a direct vote or the validity of direct voting.

7.13 Minutes and Recording of Determinations

- (a) The CEO shall cause full and accurate minutes of all matters, resolutions and other proceedings of every Meeting to be recorded.

- (b) A declaration that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.
- (c) For the purpose of ensuring the accuracy of the recording of such minutes, the minutes of every Meeting shall be signed by the Chairperson of the next succeeding Meeting.
- (d) The minutes of any Meeting shall be open for inspection by any Member who provides seven (7) days' notice in writing to the CEO.

8. MANAGEMENT BY THE BOARD

8.1 Deemed Board

The Members of the Board 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, and thereafter the positions of Board shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

8.2 General powers of Board

- (a) The Board constitutes the Committee for the purposes of the Act.
- (b) Subject to the Act and this Constitution, the business, affairs and activities of the Club must be managed by the Board, which may exercise the powers of the Club for that purpose.
- (c) The Board must perform its functions in the pursuit of the Objects and in the interests of the Club and Members as a whole, having regard to the Club's position and role in the structure and reputation of the Sport in the Local Area and South Australia.
- (d) The Board may not cause the Club to disaffiliate from the Football Club, League or the Sport in any way unless decided by resolution of the Members at a Meeting and in accordance with any agreements with the Football Club and League (as applicable).

8.3 Composition of the Board

- (a) The Board will comprise of:
 - (i) up to six (6) Elected Directors who must all be Members and who shall be elected under **clause 8.7**; and
 - (ii) up to five (5) Appointed Directors who need not be Members and who may be appointed under **clause 8.9**.
- (b) The Board must consist of a minimum of six Directors, whether they be Elected Directors or Appointed Directors.

8.4 Nominations for Elected Directors

- (a) The Board must call for nominations for Elected Directors:
 - (i) at least forty-nine (49) days prior to the Annual General Meeting; and

- (ii) by giving sufficient written notice to Members, in a form as determined by the Board from time to time.
- (b) The Board may, when it calls for nominations, indicate which, if any, portfolios or positions on the Board it wishes to fill, the job descriptions for those portfolios or positions and the qualifications or experience it considers desirable for those portfolios or positions.
- (c) Nominations for Elected Directors may not be made unless so called for by the Board.

8.5 Form of Nominations

Nominations for Elected Directors must:

- (a) be made in writing by a nominee Member who has paid all arrears of Membership or other fees, subscriptions or levies payable to the Club and who has been a Member for not less than 24 consecutive months immediately prior to the nomination;
- (b) be in the prescribed form (if any) provided for that purpose;
- (c) be signed by the nominee Member and two other financial Members;
- (d) disclose any position the nominee Member holds in the Club, including as an officer, a participant, a delegate or an employee;
- (e) disclose any conflict of interest and why the nominee is a fit and proper person to become an Elected Director; and
- (f) be delivered to the Club not less than twenty-eight (28) days before the date fixed for the Annual General Meeting.

8.6 Fit and Proper Person

- (a) If the Board, in its sole discretion, determines that a nominee for Elected Directors is not a fit and proper person for the position of an Elected Director, the Board must notify the nominee in writing of that decision and provide reasons.
- (b) The nominee for Elected Directors is thereafter entitled to have the matter dealt with in accordance with any dispute resolution process under **Clause 6**.

8.7 Elections

- (a) If the number of nominations for Elected Directors exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting.
- (b) The Board may appoint, from its Members, a Returning Officer and such Assistant Returning Officers as it may determine. The Returning Officer may call on the CEO to make available such assistance as required to perform its duties. The Returning Officer shall not be entitled to vote.
- (c) Voting shall be conducted in such a manner and by such a method as determined by the Board, with assistance of the Returning Officer, from time to time.

- (d) If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 8.13**.
- (e) If a person nominated at the Annual General Meeting is not approved by the majority of Members under **clause 8.7**, he or she will not be entitled to take office until approved by the Members at an Annual General Meeting.

8.8 Term of Appointment for Elected Directors

- (a) Elected Directors elected under **clause 8** shall be elected for a term of two (2) years.
- (b) Subject to provisions in this Constitution relating to early retirement or removal of Directors, Elected Directors shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the second Annual General Meeting following.
- (c) At least half of the Elected Directors shall retire in each odd year and the balance of the Elected Directors shall retire in each even year until, after two (2) years the original Elected Directors have all retired.
- (d) The sequence of retirements under **clause 8.8(b)**, which is designed to ensure rotational and staggered terms, shall be determined by the Board.
- (e) Subject to any other requirement of the Act or this Constitution in relation to eligibility, Elected Directors shall be eligible for re-nomination at the expiration of their respective terms of office.
- (f) If the law requires the Elected Director to have a particular qualification or clearance (for example, police clearance), the Elected Director's term will not begin until the qualification or clearance has been established.

8.9 Appointment of Appointed Directors

The Elected Directors may appoint up to five (5) Appointed Directors, at their sole discretion.

8.10 Qualifications for Appointed Directors

In appointing Appointed Directors, the Elected Directors should consider and have regard to, at least, the following attributes to determine how Appointed Directors will best complement the Board composition:

- (a) personal and professional skills;
- (b) administrative, managerial sporting or entrepreneurial skills;
- (c) diversity (including, but not limited to gender, ethnicity and age);
- (d) experience or understanding of the Club, Football Club, League or Sport; or
- (e) any other attributes which may benefit or further the Objects or the Club.

8.11 Term of Appointment for Appointed Directors

- (a) The term of office of each Appointed Director must be fixed by the Elected Directors at the time of the Appointed Director's appointment but it cannot exceed two (2) years.

- (b) At least half of the Appointed Directors shall retire in each odd year and the balance of the Appointed Directors shall retire in each even year until, after two (2) years the original Appointed Directors have all retired.
- (c) The sequence of retirements under **clause 8.11(b)**, which is designed to ensure rotational and staggered terms, shall be determined by the Board.
- (d) Subject to any other requirement of the Act or this Constitution in relation to eligibility, Appointed Directors shall be eligible for re-appointment at the expiration of their respective terms of office.
- (e) If the law requires the Appointed Director to have a particular qualification or clearance (for example, police clearance), the Appointed Director's term will not begin until the qualification or clearance has been established.

8.12 Chairperson and Other Portfolios

- (a) The Board shall appoint the Chairperson, President and Finance Director and any other positions or portfolios from amongst its Directors at the first Board Meeting after the Annual General Meeting.
- (b) The Chairperson shall be the nominal head of the Club and will act as chair of any Board Meeting at which they are present.
- (c) 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 Board Meeting only.

8.13 Casual Vacancies

Subject to **clause 8.7** any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the relevant Director's term under this Constitution.

8.14 Duties of Directors

In accordance with Division 3A of the Act, Directors, officers and employees of the Club must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
- (b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
- (c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

8.15 Grounds for Termination or removal of Director

- (a) The office of a Director becomes vacant if the Director:

- (i) dies;
 - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (iii) suffers from mental or physical incapacity;
 - (iv) cannot obtain or retain office under section 30 of the Act;
 - (v) resigns his or her office by notice in writing to the Club;
 - (vi) is absent without the consent of the Board from three (3) consecutive meetings of the Board held during a period of three (3) months;
 - (vii) holds any office of employment with the Club (unless exempted by the Board);
 - (viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest) (unless exempted by the Board);
 - (ix) in the case of an Appointed Director, is removed from office by the Elected Directors;
 - (x) is removed by the Members in General Meeting; or
 - (xi) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.
- (b) The Board may determine on any of the grounds in **clause 8.15(a)** in its absolute discretion whether the office of a Director has become vacant.

8.16 Removal of a Director by Members

- (a) The Members may remove a Director by resolution at a General Meeting.
- (b) At least two months' notice must be given to the Club of the intention to move a resolution to remove a Director at a General Meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Club, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director may:
 - (i) submit a written statement to the Club for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) speak to the motion to remove the Director at the General Meeting at which the resolution is to be put to a vote.
- (e) At least 21 days' notice must be given to the Members of a General Meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

- (f) If a Director is removed by resolution of the Members, the Director cannot be reappointed to the Board as an Appointed Director without a further resolution of Members authorising the appointment.

8.17 Functions of the Board

The Board:

- (a) has authority to act and exercise all powers in accordance with the Objects, Powers, Constitution and the Act;
- (b) has general control and management of the administration of the affairs, property and funds of the Club; and
- (c) has authority to interpret the meaning of this Constitution and any matter relating to the Club on which this Constitution is silent.

8.18 Board May Act

If there are any vacancies on the Board, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board Meeting, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

8.19 Board Meetings

- (a) The Board must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Board may adjourn and otherwise regulate its Board Meetings as it thinks fit.
- (b) A special Board Meeting of the Board shall be convened by the CEO on the requisition by not less than one-third of the members of the Board, which requisition shall clearly state the reasons why such special Board Meeting is being convened and the nature of the business to be transacted.
- (c) Not less than seven days' notice shall be given by the CEO to each member of the Board of any Board Meeting. Such notice shall clearly state the nature of the business to be discussed thereat.
- (d) Subject to anything specific to the contrary in this Constitution, the Board may meet together and regulate its proceedings as it thinks fit. Questions or resolutions arising at any Board Meeting shall (unless otherwise herein provided) be decided by a majority of votes and, in the case of equality of votes, the Chairperson shall have a second or casting vote. Each Director has one (1) vote.
- (e) The Chairperson shall preside as Chairperson at every Board Meeting, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, then the members of the Board may choose one of their number to be Chairperson of the Board Meeting.
- (f) If within half an hour from the time appointed for the commencement of a Board Meeting a quorum is not present, the Board Meeting, if convened upon the requisition of members of the Board, shall lapse. In any other case it shall stand adjourned to 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 Board may determine, and if at the adjourned Board Meeting a quorum is not present

within half an hour from the time appointed for the Board Meeting, the Board Meeting shall lapse.

8.20 Circulatory Resolutions

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a Board Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Directors.
- (b) A resolution may not be passed under **clause 8.20(a)** if, before it is circulated for voting under **clause 8.20(a)** the Board resolves that it can only be put at a Board Meeting.
- (c) A resolution passed under this clause must be recorded in the minute book.

8.21 Resolutions not in Meeting

- (a) Without limiting the power of the Board to regulate Board Meetings as it thinks fit, and subject to **clause 8.21**, a Board Meeting may be held where one or more of the directors is not physically present at the Board Meeting, provided that:
 - (i) all persons participating in the Board Meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the Board Meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 8.21(a)(i)** from being satisfied by the number of Directors which constitutes a quorum and none of such Directors are present at the place where the Board Meeting is deemed by virtue of the further provisions of this rule to be held, then the Board Meeting shall be suspended until **clause 8.21(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the Board Meeting shall be deemed to have been terminated or adjourned; and
 - (iv) any Board Meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the Board Meeting, provided a Director is there in person. If no Director is there in person, the Board Meeting shall be deemed to be held at the place where the Chairperson of the Board Meeting is located.

8.22 Quorum

- (a) At Board Meetings the number of Directors whose presence is required to constitute a quorum is:
 - (i) if the number of Directors then in office is an even number, half of the number of Directors plus one; or

- (ii) if the number of Directors then in office is an odd number, half of the number of Directors rounded up to the next whole number.
- (b) The Chairperson of the Club will act as Chairperson of any Board Meeting at which he or she is present and unless the Board decides otherwise, is the nominal head of the Club. If the Chairperson is not present or is unwilling or unable to preside at a Board Meeting, the remaining Directors must appoint another Director to preside as Chairperson for that Board Meeting only.

8.23 Conflict of Interest

- (a) The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.
- (b) A Director shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted.
- (c) In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

8.24 Disclosure of Interests

- (a) The nature of the interest of a Director must be declared at the Board Meeting which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next Board Meeting. 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 Board Meeting held after the Director becomes interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

8.25 General Disclosure

A general notice stating that a Director is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration under **clause 8.24**. After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

8.26 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 8.23, 8.24** and/or **8.25** must be recorded in the minutes of the relevant Board Meeting.

8.27 Delegations

(a) 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. The Board will also determine what powers these entities are given.

(b) Delegation by Instrument

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

- (i) this power of delegation; and
- (ii) a function imposed on the Board or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Club in a Meeting.

(c) Delegated Function Exercised in Accordance with Terms

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

(d) 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 Board Meetings. The entity exercising delegated powers shall make decisions in accordance with the Objects. It 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.

(e) 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. These may be specified in the delegation.

(f) Revocation of Delegation

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

8.28 Seal

- (a) The Club will have a Seal on which its corporate name appears in legible characters.
- (b) The Seal may not be used without the express authorisation of the Board and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Directors or by one Director and another person authorised by the Board for that purpose.

8.29 Appointment of CEO

- (a) A CEO may be appointed by the Board for such term and on such conditions as the Board thinks fit.
- (b) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (c) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

- (d) Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.
- (e) The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Club. The delegation will include the power and responsibility to:
 - (i) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
 - (ii) manage the financial and other reporting mechanisms of the Club;
 - (iii) approve and incur expenditure subject to specified expenditure limits;
 - (iv) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Club;
 - (v) prepare agendas for, and convene, Board and General Meetings;
 - (vi) attend all Board and General Meetings;
 - (vii) keep and maintain the register of Members;
 - (viii) keep a record books and minutes of Board Meetings and any other sub-committee appointed by the Board;
 - (ix) receive fees, subscriptions, levies and other monies belonging to the Club and upon receipt of same pay into the Club's bank account;
 - (x) report regularly on the activities of, and issues relating to, the Club;
 - (xi) in consultation with the Board, employ such personnel as are deemed necessary or appropriate from time to time; and
 - (xii) have any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.
- (f) The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Club, all Board Meetings and any Committees and may speak on any matter but does not have a vote.

8.30 Appointment of Public Officer

- (a) There must be at least one Public Officer who is to be appointed by the Board.
- (b) The Board may suspend or remove a Public Officer from that office.
- (c) A Public Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.

9. RECORDS AND ACCOUNTS

9.1 Accounts to be Kept and Distributed

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.

- (b) The Directors will cause proper accounting and other records to be audited and distributed in accordance with Part 4 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge with the Corporate Affairs Commission such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations may require.
- (d) The Finance Director and/or CEO shall present a financial statement to each meeting of the Board in such form as may from time to time be required by the Board.
- (e) As soon as practicable after the end of each Financial Year, the Finance Director and/or CEO shall cause to be prepared a statement containing particulars of:
 - (i) the income and expenditure for the Financial Year just ended; and
 - (ii) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Club at the close of that year.
- (f) All such statements shall be examined by the Auditor who shall present the audited report upon such audit to the Finance Director and/or CEO prior to the holding of the Annual General Meeting next following the Financial Year in respect of which such audit was made.
- (g) The accounts, together with the Auditor's reports on the accounts, the Board's statement and the Board's report, shall be laid before the members at the Annual General Meeting.
- (h) The annual (periodic) return shall be lodged with the Office of Consumer and Business Affairs, within six months after the end of the Financial Year, accompanied by a copy of the accounts, the Auditor's report, the Board's statement, and the Board's report.

9.2 Transaction Accounts

- (a) The Club shall open and keep at least one transaction account as the Board may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.
- (b) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Board for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Board.

9.3 Auditor

- (a) A properly qualified auditor or auditors shall be appointed at the Annual General Meeting and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act. Any vacancy of the position of auditor occurring during the year will be filled by the Board.
- (b) The following people may not be appointed as an auditor:
 - (i) an officer of the Club, including a Director (and any partners, employers or employees of officers); or
 - (ii) an employee of the Club, including the CEO (and any partners, employers or employees of employees).
- (c) The auditor may be removed by the Directors.

- (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.
- (e) The auditor must provide the Board with reports that comply with the Act with sufficient time for the Board to lay such material before the Members as and when required (including for the Annual General Meeting).
- (f) The reasonable fees and expenses of the auditor are payable by the Club.

9.4 Application of Income

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (c) Nothing in **clauses 9.4(a) or 9.4(b)** shall prevent payment to any Member for:
 - (i) any services actually rendered to the Club whether as an employee, Director or otherwise; or
 - (ii) goods supplied to the Club 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 Club; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club.

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

10. ADMINISTRATION

10.1 Winding Up

The Association may be wound up in a manner provided for in the Act and subject to any terms of this Constitution and any contract, deed or agreement to which the Club is a party at the time of the adoption of this Constitution.

10.2 Distribution of Assets and Property on Winding Up

- (a) If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the

Objects and/or any organisation(s) involved in the Sport, such as the Football Club.

- (b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.
- (c) The organisation(s) is to be determined by the Members in a Meeting at or before the time of dissolution. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

10.3 Amendment of Constitution

- (a) This Constitution shall not be amended except by Special Resolution.
- (b) Any amendment to this Constitution must be approved by the Commissioner for Liquor and Gambling and/or Consumer and Business Services SA.

10.4 Regulations

(a) Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with the Constitution, the constitutions of the League (and any regulations made by them) and any policy directives of the Board.

(b) Regulations Binding

All Regulations are binding on the Club and all Members.

(c) Regulations Deemed Applicable

All Regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and Regulations are not inconsistent with, or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

(d) Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins or other communications approved by the Board and prepared and issued by the CEO. The matters in the bulletins or communications are binding on all Members.

10.5 Notice

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or facsimile transmission or, where available, by electronic mail (email) to the Member's registered address or facsimile number or email address. Notices to Delegates will be sent to the last notified address, facsimile number or email 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 six (6) 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 email, service of the notice shall be deemed to be effected the next business day after it was sent.
- (e) Notices given to the Club are subject to **clauses 10.5**.

10.6 Patrons and Vice Patrons

At a General Meeting, the Club, on the recommendation of the Board, may annually appoint a chief patron or vice-patron, and the number of patrons, as it considers necessary. This is subject to approval of that person or persons.

10.7 Indemnity

- (a) The Directors of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director in defending any proceedings, whether civil or criminal.
- (b) The Club shall indemnify its Directors against all damages and losses (including legal costs) for which any such Director may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

10.8 Authority to Trade

The Club is authorised to trade in accordance with the Act.

10.9 Colours of The Club

The colours of the Club are Blue, Green and Gold.

10.10 The League

- (a) The Club (either itself or through the Football Club) may be an associate club of the League and shall be subject to and abide by the rules, regulations and by-laws of that body as varied from time to time.
- (b) When the League, for a proper purpose and in line with the Objects, requires the Club to adopt a new rule or to rescind, vary, modify or alter any existing rule of this Constitution, 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 or without the necessity of obtaining any approval of the Members but any such alteration to this Constitution shall be notified to Members at the next General Meeting.
- (c) The Board must in respect of each and every season nominate such persons as may be required under the Constitution of the League to be a Director and Alternate Director(s) of the League for the current season.
- (d) The Club must comply with the League Regulations, Constitution and Rules of as amended or varied from time to time.

- (e) The Club must not permit any person who has not been registered by the League as a Registered Official under Regulation 4.4 of the League Regulations to hold any office in or perform any duty for the Club.

10.11 Transitional Provisions

- (a) **Continuing Membership**

Each Member that is a Member of the Club on the day on which this Constitution is adopted will automatically be admitted to membership as a Member until Membership fees, subscriptions or levies are next due pursuant to this Constitution.

- (b) **Directors**

For the purpose of determining when the term ends for each Director in office on the date on which this Constitution is adopted, time served in the Director's current term will be counted as if this Constitution had been in place at the commencement of that term..

- (c) **Director Portfolios**

The existing elected Directors of the Board who hold the office of Chairperson, President and Finance Director of the Board at the time of adoption of this Constitution shall continue to hold such office in accordance with the provisions of this Constitution until the next Annual General Meeting after the adoption of this Constitution.

- (d) **Auditor**

The existing Auditor at the time of the adoption of the Constitution shall remain as Auditor and continue to hold such office in accordance with the provisions of this Constitution until the next Annual General Meeting after the adoption of this Constitution.

- (e) **Regulations deemed applicable**

All rules, by-laws, policies and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with or have been replaced by this Constitution.

Constitution Version Control

All changes to the Constitution should be recorded here to allow for clear, concise and easy retrieval of those changes to the Constitution which can be cross-referenced to General Meeting minutes.

Date	Clauses amended	Description of change	Meeting Date
January 2020	Entire Constitution	Entire Constitution	TBC

DRAFT