CANTERBURY JUNIOR SOCCER CLUB INCORPORATED

TRADING AS CANTERBURY LIONS FOOTBALL CLUB

ABN 30 423 406 551

CONSTITUTION AND BY LAWS

October 2026

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1.

CONSTITUTION

2. NAME OF THE CLUB

The name of the Club is Canterbury Junior Soccer Incorporated (the Club'), registered as an incorporated association in New South Wales. The club trades as Canterbury Lions Football Club.
The club colours are Royal Blue (Hex: #04048C) and Gold (Hex: #ECBC54), unless otherwise determined at an Annual General Meeting (AGM).

3. DEFINITIONS AND INTERPRETATION

This Constitution should be read in conjunction with the Associations Incorporation Act 2009 (NSW) (the Act'). Where this Constitution is silent on the matter required by the Act, the relevant provisions of the Model Constitution under the Act shall apply.

3.1 DEFINITIONS

In this Constitution:

Act	the Associations Incorporation Act 2009 (NSW).
AGM	the Annual General Meeting of the Club.
Area	any location under the jurisdiction of the Football Canterbury Incorporated (Football Canterbury) and includes any location or event, a Member is engaged in activities where they represent the Club.
Club	Canterbury Junior Soccer Club including registered 'trading as' names as applicable
Committee	the body managing the Club and consisting of the Committee Members.
Constitution	this Constitution of the Club.
Committee Member	a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.
Distinguished service	a member of the Club who has contributed to the Club as a committee member, coach, manager or volunteer.
EGM	the Extraordinary General Meeting of the Club
EC	Executive Committee
Financial Year	The period of 12 months commencing on 1 October and ending on 30 September the following year unless determined otherwise by the Committee and approved under section 47 of the Act.
Full Member	a registered, financial member of the Club who is at least 18 years of age.
Member	a Member of the Club for the time being under clause 5.
Membership Year	the period of 12 months commencing on 1 January and ending on 31 December the same year.unless determined otherwise by the Committee and approved under section 47 of the Act.
GM	the General Meeting of the Club
Ineligible person (or ineligible member)	a person who is not financial or has not completed a registration form and been accepted to membership or has been suspended or expelled from the Club in accordance with the Constitution of the club.
Intellectual Property	means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos, or films) or service marks relating to the Club or any activity of or conducted, promoted, or administered by the Club.
Junior Member	a registered Member of the Club who is younger than 18 years of age.

Life Member	an Individual appointed as a Life Member of the Club under clause 5.2.
Objects	the Objects of the Club in clause 3.
SO	the Sporting Organisation being Football Canterbury Incorporated ('Football Canterbury') or its successor, Football NSW and Football Australia
Special Resolution	a resolution of the Club must provide at least twenty-one (21) days' notice to Members. This notice should specify the terms of the resolution and indicate that it's intended to be passed as a special resolution. To be approved, the resolution must receive support from at least seventy-five percent (75%) of the votes cast by Members entitled to vote, in accordance with section 39 of the Act.
WWCC	Working With Children Check is a screening process required by law to assess a person's suitability to work or volunteer with children. It involves a review of criminal history and other relevant records, and the issue of clearance or authorisation by the relevant government authority in the state or territory

3.2 INTERPRETATION

In this Constitution:

Exercise of function	where the function is a power, authority, or duty, includes the exercise of that power authority or the performance of that duty.
Function	includes any power, authority, or duty.
Gender	words importing any gender includes all other genders.
Person	includes corporations, associations, and bodies politic.
Person (Legal context)	includes the legal personal representatives, successors, and permitted assigns of the person.
Singular / Plural	words importing the singular include the plural, and vice versa.
Statute / Law	includes any regulations or statutory instruments made under it, and any consolidation, amendment, re-enactment, or replacement of it, whether by the same or any other legislative authority having jurisdiction.
Writing	unless the contrary intention appears, includes printing, lithography, and any other method of representing or reproducing words in a visible form, including messages sent by electronic transmission.

3.3 SEVERANCE

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

4. OBJECTS

The Club has been established, and continues to operate, solely for the Objects of the Club which is to:

- promote, foster, encourage, conduct, develop and administer football;
- facilitate football activities for its Members;
- provide social and recreational pursuits as may be deemed desirable by the Committee for its Members;
- act, always, on behalf of and in the best interest of the Members and football;
- liaise with the SO of which the Club is a member and adopt their rules and policies as appropriate to further these Objects;
- abide by, promulgate, enforce, and secure uniformity in the application of the rules of football as may be determined from time to time by SO and as may be necessary for the management and control of football and related activities in the State of New South Wales;
- advance the operations and activities of the Club throughout the Area;

- have regard to the public interest in its operations;
- undertake and/or do all such things or activities which are necessary, incidental, or conducive to the advancement of these Objects;
- ensure the assets and income of the Club are applied solely in the best interests of the Club and its Members and no portion shall be distributed directly or indirectly to the Members of the Club or non- members of the Club except as bona fide compensation for services rendered or expenses incurred on behalf of the Club; and
- to uphold and comply with the constitutions, policies and strategic objectives of Football NSW and Football Canterbury as a condition of affiliation.

5. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred upon it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee-as permitted under section 19 of the Act.

6. MEMBERSHIP

Club membership shall consist of:

Full Members
Life Members
Junior Members

6.1 FULL MEMBERS

All parents, players, coaches and managers of the age of 18 years and over shall be eligible for consideration of full membership of the Club, subject to;

- That person is not an ineligible person; and
- A player/coach/manager registration has been submitted, and the required fees have been paid in full.

All persons who meet the criteria for full membership under section 5.1 but are under the age of 18 years shall be eligible for consideration for junior membership of the Club.

The management committee shall approve or reject nominations for club membership as it sees fit. (But shall not unreasonably withhold membership).

If a nomination for club membership is not approved or if a player registration is rejected, the Secretary of the Club shall cause such non-approval or rejection, to be notified to that person so applying, within 7 days of such non-approval or rejection.

An unsuccessful applicant has the right to appeal at the next GM of the Club and notify the Club within 7 days of notification of non-approval or rejection of membership.

6.2 LIFE MEMBERS

The Committee or a Life Member shall recommend to the AGM that any natural and competent person, 18 years of age and over, who has rendered distinguished service towards the advancement of the Club and its interests be appointed as a Life Member.

Nominations for life membership:

- Nominations for life membership must be submitted in writing to the Secretary twenty-one (21) days prior to the AGM;
- The Committee and current Life Members shall determine the candidate for election; and

The elected candidate's name and nomination shall appear on the business paper for the AGM. To succeed, the motion to grant life membership must win 75% of the eligible votes at the AGM. Nominations shall be restricted to those members who have had ten (10) years' service.

If granted, a Life Member shall be entitled to a reduction of 100% of their or eldest junior players' registration fees

7. MEMBERSHIP APPLICATION

Application for Membership

An application for membership must be:

(i) from the applicant, in writing on the form prescribed from time to time by the Committee (if any), and lodged with the Club (where such form of application may include an online registration process through the Club's website or through the website of the SO or through such other online platform designated by the Club); and

(j) accompanied by the full payment of the appropriate fee (if any).

By applying, an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations, and policies of the Club (as well as those of the SO) including but not only this Constitution.

Unless discontinued pursuant to clause 9 of this Constitution or otherwise terminated, an applicant's membership shall continue until the end of the Membership Year in which the application is made and accepted.

Discretion to Accept or Reject Application

- The Committee may, acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in clause 6 application for membership or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- Where the Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register shall be amended accordingly as soon as practicable.
- Where the Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reason for rejection needs to be given.

An applicant whose membership is rejected may appeal the decision in writing within twenty-eight (28) days of receiving the notice of rejection. The appeal should be considered at the next GM.

Renewal

- Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic.
- Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

Transitional Membership and Roles

(a) **Existing Members:** All persons who are Members of the Club immediately before the approval of this Constitution under the Act shall be deemed Members from the date of its approval.

(b) **Other Participants:** Any persons who, immediately before the approval of this Constitution, were involved with the Club but are not deemed Members under clause 6 application for membership, may continue to perform roles or functions similar to those they held previously, in accordance with this Constitution.

8. REGISTER OF MEMBERS

8.1 MAINTENANCE OF REGISTER

The Club shall keep and maintain a Register of Members, which shall include, at a minimum:

(a) the full name and address (including email address) of the Member (and in the case of a Junior Member the full name and address (including email address) of the Parent or Guardian);

(b) the category of membership of the Member;

(c) the date on which the Member became a Member;

(d) any other information determined by the Committee; and

(e) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within 30 days of such change.

Members may inspect the Register in accordance with section 50 of the Act, subject to privacy and confidentiality requirements.

The Register may be in a form that the Committee determines as appropriate from time to time having regard to the available technology but may comprise or include an extract of registration details of Members as available from the online registration system by which application for membership of the Club are made as contemplated by clause 6.

Inspection of Register

Subject to the Act, privacy, and confidentiality considerations, the Register may only be inspected as required by law or under clause 29(b). If the inspection is permitted, only an extract of the Register shall be made available, excluding the address or other direct contact details of any Member. Members may inspect the extract buy may not copy it.

Use of Register

Subject to the Act, confidentiality obligations, and applicable privacy laws, the Register may be used by the Club solely to further the Objects of the Club, in a manner approved by the Committee.

9. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.

(b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;

(c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club and SO;

(d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football;

(e) neither membership of the Club nor this Constitution gives rise to:

  (i) any proprietary right of Members in, to or over the Club or its property or assets;

  (ii) any automatic right of a Member to renew their membership of the Club;

  (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

(f) they are entitled to all benefits, advantages, privileges, and services of Club membership; and

(g) a right, privilege, or obligation of a person by reason of their membership of the Club:

  (i) is not capable of being transferred or transmitted to another person; and

  (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

10. DISCONTINUANCE OF MEMBERSHIP

Notice of Resignation

(a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of by providing written notice of resignation to the Club.

(b) Upon receipt of a resignation notice under clause 9.1(a), the Club must record in the Register the date on which the Member ceased to be a Member.

Discontinuance for Breach

(a) Notwithstanding anything in the Act or this Constitution, the Committee may discontinue the membership of any Member who breaches any provision of this Constitution or the Club's Regulations. This includes, but is not limited to:

- failure to pay any monies owed to the Club
- Failure to comply with the Regulations; or
- Failure to comply with any resolutions or determinations made or passed by the Committee or any duly authorised subcommittee.

(b) membership shall not be discontinued by the Committee under clause 9 without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and

(c) where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under clause 9 by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause 9 as soon as practicable.

Member to Re-Apply

A Member whose membership has ceased or been discontinued under clauses 9:

i. must seek renewal and re-apply for membership in accordance with this Constitution; and

ii. may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

Forfeiture of Rights

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

Membership may be Reinstated

Membership which has been discontinued under this clause 9 may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

Refund Membership Fees

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

11. DISCIPLINE

Disciplinary proceedings

The Committee may commence disciplinary proceedings against a Member who has allegedly:

i. breached, failed, refused, or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee;

ii. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or football; or

iii. brought themselves, the Club, any other Member or football into disrepute.

Procedure

iv. That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties, and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Committee.

v. The member must receive at least fourteen (14) days' notice of the alleged breach and proposed disciplinary hearing, including details of the allegation and possible outcomes.

vi. Without limiting the operation of clause 10 the Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations or as otherwise determined by the Committee but subject always to the Act.

12. SUBSCRIPTIONS AND FEES

(a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Committee from time to time.

(b) The Committee is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Committee exercises its power under this clause 11(b).

13. EXISTING COMMITTEE MEMBERS

The Members of the Committee of the Club immediately prior to approval of this Constitution under the Act shall continue in those positions until the next AGM following such adoption of this Constitution. After the AGM, the positions of Committee Members shall be filled, vacated, and otherwise dealt with in accordance with this Constitution.

14. POWERS OF THE COMMITTEE

Subject to the Act and this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised by the Committee.

In particular, the Committee shall act in accordance with the Objects and shall operate for the benefit of the Members, football, and the community throughout the Local area.

15. COMPOSITION OF THE COMMITTEE

Composition of the Committee

The Committee shall comprise:

i. the president;
ii. the vice-president;
iii. the treasurer and assistant treasurer;
iv. the secretary and assistant secretary;
v. Registrar;
vi. Competition Secretary;
vii. Gear & equipment manager;
viii. Canteen manager;
ix. Member Protection Information Officer;
x. Club Coach Coordinator; and
xi. up to six ordinary committee members forming a General Committee (GC); who must all be Members and who shall be elected under clause 15.

Committee positions may be elected for staggered two (2) year terms, so that approximately half the positions fall vacant each year as per Football NSW.

Election and Appointment of Committee Members

The elected Committee Members shall be elected under clause 15.

Portfolios

The Committee may allocate portfolios and/or titles to Committee Members. Subject to this Constitution and any properly passed resolution of the Committee, the allocation of portfolios or titles does not affect the powers and duties of Committee Members.

Duties and Functions of Committee Members President:

(a) The President shall Chair all meetings and shall conduct such meetings in accordance with the Constitution.

(b) The President shall have a casting vote only at all meetings.

(c) The President shall, always, act in the best interest of the Club and its Members.

Vice President:

(a) In the absence of the president from any meeting, the Vice President shall act as Chair, and when in this capacity shall have a casting vote only. At all other times the Vice President shall have a deliberative vote,

(b) The Vice President shall assist the other Committee Members in their duties from time to time as required.

(c) The Vice President shall also chair any sub-committees and be responsible to report back to the Committee on the actions and activities of any sub-committees where required.

Secretary

(a) Shall administer the affairs of the Club as directed by the Committee and as the Constitution and By- laws direct;

(b) Hold all official seals and stamps of the Club, if any;

(c) Attend to all incoming and outgoing correspondence;

(d) Circulate an annual report to all eligible voting members at the AGM;

(e) Accept as otherwise provided in this Constitution, keep in their custody, control of all records, minutes of meetings, books and other such documents relating to the business of the Club;

(f) Email all Members within seven days of a meeting the minutes of all meetings (EGM, AGM, and GM);

(g) Record in the minute book all business transacted at all meetings; and

(h) Keep a record of attendance at all meetings

Treasurer

(a) Shall receive all monies due to the Club from any source, and shall give a receipt in return;

(b) Bank all monies received, within 5 business days;

(c) Have custody of bank and cheque books including online bank accounts;

(d) Pay all expenditure directly related to the operations of the Club or as requested by the Committee;

(e) Prepare a financial report for each meeting of the Committee and for each GM;

(f) Prepare the Annual Report for the AGM;

(g) Produce all books and receipts when required by the auditors or when ordered to do so by the Committee on order of the Committee; and

(h) Produce the bank statements and cheque books at each meeting on request.

Competition Secretary

(a) Shall assist the secretary as required;

(b) In the absence of the secretary, carry out their duties, as far as possible;

(c) Record and verify all results of Club fixtures; and

(d) Liaise with the SO in all competition matters.

Registrar

(a) Shall keep a register of all teams and players in a manner approved by the Committee;

(b) Index and register proof of identity of all Club players;

(c) Check player records to confirm they are correctly registered, completed, and accurate; and

(d) Maintain a register of defaulting, suspended or otherwise ineligible players or officials.

Member Protection Information Officer

(a) Ensure the safety and welfare of Club members;

(b) Assist in grievance and complaints resolution;

(c) Act as an impartial body, offering a sounding board to bounce ideas off;

(d) Referring to complaints and grievances to other bodies;

(e) Liaise with members of the Club, President and Committee; and

(f) Work with their club to ensure that the members who require a WWCC have provided their current number, expiry date

and verification result, as per the guidelines from the Office of the Children's Guardian or equivalent governing body.

Club Coach Coordinator

(a) Foster and support a positive club coaching culture;

(b) Developing a coach's knowledge and skills;

(c) Being a role model;

(d) Building confidence of the coach they are working with;

(e) Being a resource – either sharing their own knowledge or directing coaches to other sources of information;

(f) Providing introductions to other people who can help; and

(g) Developing self-awareness in coach empowerment.

General Committee (GC)

(a) The GC shall consist of up to six ordinary committee members- to assist the Committee with matters such as marketing, social media, community events, etc.

Executive Committee (EC)

(a) The EC shall consist of the President, Vice President, Secretary, Treasurer, Registrar and Competition Secretary

Powers of the Committee

In so far as it does not contravene other sections of this Constitution, the conduct of the whole of the affairs of the Club shall be in the hands of the Committee.

The powers and duties of the Committee shall include, but are not limited to, the following:

- Admission or rejection of application by persons for membership of the Club;
- Admission or rejection of applications by persons for player registration;
- Admission or rejection of any team in any competition;
- The expulsion or suspension of any team, manager, or player, member, or Committee member from participating in the affairs of the Club;
- The suspension or expulsion of any team, manager, or player from participation in any competition or match;
- Hear and determine all protests and disputes by registered players and Members arising from incidents on and off the field of play;
- Control and manage all finances of the Club;
- Consider all items of expenditure related to the Club, submitted for approval, and permit them to give the Treasurer an order to pay such items;
- Admit or exclude strangers/observers at their meetings;
- Investigate any case of misconduct reported by any person and deal with such reports as it deems necessary;
- Grant extensions for the payment of fees;
- By instrument in writing, establish any subcommittee it deems fit for the efficient running of the Club;
- Hear appeals from persons concerning decisions of a Committee Member;
- Effect all player insurance and all necessary insurance it deems necessary;
- Accept or reject offers of sponsorship;
- The setting of playing fees;
- Dealing with any other matter it deems fit and proper for the efficient running of the Club.

16. ELECTED COMMITTEE MEMBERS

Nomination for Committee

(a) Nominations for elected Committee Member positions shall be called for forty-two (42) days prior to the annual general meeting.

(b) Nominees for elected Committee Member positions must have been a full member for a minimum of two (2) years

(c) Nominees for elected Committee Member positions must declare any position they hold in the SO.

Form of Nomination

Nominations must be:

(a) in writing;

(b) on the prescribed form (if any) provided for that purpose;

(c) signed by two (2) Full Members;

(d) certified by the nominee (who must be a Full Member) expressing their willingness to accept the position for which they are nominated; and

(e) delivered to the Club not less than twenty-one (21) days before the date fixed for the AGM.

Elections

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

(b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members under clause 15, the positions will be deemed casual vacancies under Clause 16.

(c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be provided for each vacancy on the Committee.

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

(e) In the event of a tie the voting shall be held over until the next general meeting

Term of Appointment for Elected Committee Members

Committee Members elected under clause 15 shall be elected for a term of one year.

Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, elected Committee Members shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the next AGM follows.

17. VACANCIES ON THE COMMITTEE

Casual Vacancies

(a) Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Committee Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Committee Member's term under this Constitution.

(b) A casual vacancy also arises in any circumstance listed in section 35 of the Act.

(c) The committee may decide, by majority vote at a general meeting, to elect new committee members at the next general meeting as per clause 15

Grounds for Termination of Committee Member

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

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law

relating to mental health;

(d) resigns their office in writing to the Club;

(e) is absent without the consent of the Committee from meetings of the Committee held during a period of six (6) months;

(f) holds any office of employment with the Club without the approval of the Committee;

(g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;

(h) in the reasonable opinion of the Committee (but subject always to this Constitution) has:

- acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
- brought themselves or the Club into disrepute;

(i) is removed by Special Resolution; or

(j) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).

(k) becomes an ineligible person within the meaning of section 31A of the Act, including being disqualified from managing a corporation under Part 2D.6 of the Corporations Act 2001 (Cth).

Committee May Act

If a casual vacancy or vacancies arises in the office of a Committee Member or Committee Members, the remaining Committee Members may act. If the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee, however, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

18. MEETINGS OF THE COMMITTEE

Committee to Meet

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

The Committee must conduct or hold a minimum of 6 meetings a year. The procedural outline for a GM, AGM and EGM is provided in Appendix 2.

Decisions of Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes (majority of votes defined as minimum fifty per cent (50%) of Members present and entitled to vote) All Committee Members shall have one (1) vote on any question. Where voting is equal, the President (or in the absence of the President, The Vice President) may exercise a casting vote. If the President (or in the absence of the President, The Vice President) does not exercise a casting vote, the motion will be forfeited.

Resolutions Not in Meeting

(a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by the majority of Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.

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

- all persons participating in the meeting are able to communicate with each other effectively, simultaneously, and instantaneously whether by means of telephone or other form of communication;
- notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person;
- if a failure in communications prevents a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until it is satisfied again. If such conditions are not satisfied within fifteen (15)

minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and

- any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

Quorum

At meetings of the Committee a quorum shall be fifty per cent (50%) of Committee Members entitled to vote. A quorum must remain present throughout the meeting. This quorum requirement meets section 29 of the Act.

Notice of Committee Meetings

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days' written notice of the meeting of the Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member not less than four (4) days prior to such meeting.

Chair

The president shall chair Committee meetings. If the president is not present or is unwilling or unable to preside at a Committee meeting the Vice President shall chair the meeting. If the President and Vice President is unwilling or unable to preside at a Committee meeting, then any member of the EC shall chair the meeting

Conflict of Interest

A Committee Member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Committee, be absent from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee Member casts a vote, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by the Committee. If this is not possible, the matter shall be adjourned or deferred.

Register of Interests

The Secretary shall maintain a Register of Interests recording all disclosures made by Committee members under this clause. The Register shall be available for inspection by Members upon reasonable request, subject to privacy considerations

Disclosure of Interests

(a) The nature of the interest of a Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, interest should be disclosed to the Committee at the next meeting of the Committee. If a Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee Member interest has arisen.

(b) All disclosed interests must also be disclosed to each annual General Meeting.

General Disclosure

A general notice stating that a Committee Member is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under clause 17. After such general notice, it is not necessary for the Committee Member to give special notice regarding any particular transaction with that firm or company.

Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member under clause 17 must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

Electronic Meetings

Committee or General Meetings may be held wholly or partly using technology that allows Members to participate and vote Formatted: Highlight remotely in real time. Participation via such means shall be taken to satisfy the requirement for presence at the meeting, and vote casts electronically shall have the same validity as votes cast in person.

19. DELEGATIONS

The Committee may, by instrument in writing, create, establish, or appoint special committees, individual officers, and

consultants to carry out specific duties and functions. The Committee will determine what powers these committees are given. In exercising its power under this clause, the Committee should consider broad stakeholder involvement.

Delegation by Instrument

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

(a) this power of delegation; and

(b) a function imposed on the Committee by the Act, any other law or this Constitution.

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.

Procedure for Delegated Entity

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

Delegation May Be Conditional

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

Revocation of Delegation

The Committee may, by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this clause 18.

SEAL

The Club may have a Seal upon which its corporate name shall appear in legible characters. The Seal shall not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Club's minute book. Two (2) Committee Members must witness every use of the Seal, unless the Committee determines otherwise.

20. ANNUAL GENERAL MEETING

(a) The Club's AGM shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee.

21. EXTRAORDINARY GENERAL MEETING

Extraordinary General Meetings May be Held

The Committee may, whenever it thinks it is fit, convene an EGM. When, but for this clause, more than fifteen

(15) months elapses between AGM, the Committee shall convene an EGM before the expiration of that period.

Requisition of Extraordinary General Meetings

(a) The Secretary will convene an EGM when at least five per cent (5%) of Members entitled to vote submit a requisition in writing or 75% of the committee votes to convene an EGM at a committee meeting

(b) If the members call for an EGM, the requisition for an EGM shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club.

(c) If the committee calls for an EGM, the requisition for an EGM shall state the object(s) of the meeting, and be voted on, and minuted, in the meeting minutes.

(d) The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.

(e) If the Committee does not cause an EGM to be held one (1) month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene an EGM to be held no later than three (3) months after that date.

(f) An EGM convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

22. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member where such notice shall be given in accordance with the manner prescribed in clause 36. The auditor and Committee Members shall also be entitled to receive notice of every General Meeting as applicable. No other person shall be entitled, as of right, to receive notices of General Meetings.

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

(c) At least fourteen (14) days' notice of a General Meeting and at least twenty-one (21) days' notice if a Special Resolution is to be proposed shall be given to those Members entitled to

receive notice, together with:

- the agenda for the meeting; and
- any notice of motion received from Members entitled to vote.

23. BUSINESS

(a) The business to be transacted at General Meetings and the AGM includes the consideration of accounts and the reports of the Committee and auditors, the election of Committee Members under this Constitution and subject to the requirements of the Act, the appointment of the auditors.

(b) All business that is transacted at a General Meeting and at an AGM, except for those matters set down in clause 23(a), shall be special business.

(c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

24. NOTICES OF MOTION

(a) Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than twenty-one (21) days (excluding receiving date and meeting date) prior to the General Meeting to ensure Clause 22(c) complies.

(b) If the chair permits, motions can be accepted in general business from the members in attendance if they are proposed and seconded by another member

25. PROCEEDINGS AT GENERAL MEETINGS

Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be a minimum of 13 members entitled to vote.

President to Preside

The president shall, subject to this Constitution, preside as chair at every General Meeting except:

- in relation to any election for which the chair is a nominee; or
- where a conflict of interest exists.

If the president is not present, or is unwilling or unable to preside, the Member present shall appoint the Vice President or another Committee Member to preside as chair for that meeting only.

Adjournment of Meeting

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

(b) The chair may, with the consent of any meeting at which a quorum is present, and shall, if so, be directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(d) Except as provided in clause 25(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- the chair; or
- a simple majority of the Members.

Recording of Determinations

Unless a poll is demanded under clause 25, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

Where Poll Demanded

If a poll is duly demanded under clause 25 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

Procedural irregularities

(a) No decision of the Club, the Committee or any Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice because of that failure to give proper notice or irregularity in procedure.

(b) The Club, the Committee or other Committee authorised entities may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure, and the decision shall be deemed to be valid from the time it was originally made.

26. VOTING AT GENERAL MEETINGS

Members Entitled to Vote

Each Full Member, Life Member and Parent or Guardian shall be entitled to vote at General Meetings as follows:

(a) Full Member shall be entitled to one (1) vote

(b) Life Member shall be entitled to one (1) vote

(c) Parent or Guardian shall be entitled to one (1) vote on behalf of a Junior Member in accordance with clause 5.1.

No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in clause 5.1.

Proxy Voting

(a) A Member shall hold no more than one (1) proxy for any GM to appoint in writing a natural person who is also a Member of the Club to be their proxy and attend and vote at any General Meeting of the Club.

(b) The notice appointing the proxy must be delivered to the secretary no later than 24 hours before the General Meeting in respect of which the proxy is appointed.

(c) The notice appointing the proxy is to be in the form set out in Appendix 1 to this Constitution.

(d) A Member shall be entitled to be the proxy of up to but not exceeding ten (10) Members for any one General Meeting.

Postal or Electronic Voting

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

Electronic Voting

Voting at General Meetings may occur by electronic means as determined by the Committee, provided that all Members participating can communicate simultaneously and effectively.

27. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

- another Member; or
- the Club.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in clause 10.

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

(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 may refer the dispute to:

- any independent tribunal established by the SO in accordance with the procedures determined by the SO from time to time; or
- a community justice centre for mediation under the Community Justice Centres Act 1983 (NSW).

(d) The Committee may prescribe additional grievance procedures in Regulations consistent with this clause 27.

(e) If the dispute is not resolved the Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

28. RECORDS AND ACCOUNTS

Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings, and dealings (including those of the Club and the Committee). It shall produce these as appropriate at each Committee or General Meeting.

Records Kept in Accordance with the Act

(a) Proper accounting and other records of the Club including books, minutes, documents, and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.

(b) All financial and meeting records must be retained for a minimum period of five (5) years.

(c) In accordance with Section 50A of the Act, Members may inspect the Formatted: Strikethrough Formatted: Highlight Club's financial statements, minutes of General Meetings and other prescribed records upon reasonable notice, subject to privacy and confidentiality considerations..

Committee to Submit Accounts

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

Conclusive Accounts

The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive except when errors have been discovered within three (3) months after such approval or adoption.

Accounts to be available to Members

The Secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive, or have access to a copy of the statements of account, the Committee's report, the auditor's report, and every other document required under the Act (if any).

Negotiable Instruments

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

29. AUDITOR

The Club will determine each year whether it is Tier 1 association as per the Act.

(a) Under the Act, if the annual gross receipt is $250,000 or less, and the current assets is $500,000 or less, during a financial year, the Club is not required to appoint an Auditor.

(b) If requested by the Committee, or requested by the Members at an AGM, or if the annual gross receipt is greater than $250,000 and the current assets is greater than $500,000, during a financial year, the Club is obligated to undertake an audit.

(c) If an auditor is to be appointed, the properly qualified auditor or auditors shall be appointed by the Club at an AGM. The auditor's duties shall be regulated in accordance with the Act, the Corporations Act 2001 (Cth.) and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Committee.

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

30. INCOME

(a) Income and property of the Association shall be:

- derived from such sources; and
- managed in such manner;

as the Committee determines from time-to-time subject always to the Act and this Constitution.

(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:

- 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 or Committee Member; and
- 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 clause 30(b) shall prevent payment in good faith to any Member for:

- any services rendered to the Club whether as an employee, Committee Member or otherwise;
- goods supplied to the Club in the ordinary and usual course of operation;
- interest on money borrowed from any Member;
- rent for premises demised or let by any Member to the Club; or
- any out-of-pocket expenses incurred by a Member on behalf of the Club;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

31. WINDING UP

(a) Subject to this Constitution, the Club may be wound up or cancelled in accordance with Section 63 of the Act.

(b) The liability of the Members of the Club is limited.

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

32. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the Club, there remains, after the satisfaction of all its debts and liabilities, any assets

liabilities or property, that property must not be distributed among the Members. Instead, the surplus property shall be given or transferred to one or more other incorporated associations or bodies that:

(a) have objects similar to those of the club; and

(b) that prohibits the distribution of income and property, must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under this Constitution.

The organisation(s) to which the property is to be given or transferred must be determined by the Members or before the time of winding up or cancellation of the Club. If this determination is not made, the decision must be made by a judge of the Supreme Court of New South Wales or other Court having jurisdiction in the matter. .

33. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution at an EGM.

34. REGULATIONS

Committee to Formulate Regulations

The Committee may formulate, issue, adopt, and interpret, and amend Regulations for the proper advancement, management and administration of the Club, and the advancement of the Objects and football in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

Regulations Binding

All Regulations are binding on the Club and all Members.

Regulations Deemed Applicable

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

Changes Binding on Members

Amendments, alterations, interpretations, or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Committee from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

35. STATUS AND COMPLIANCE OF CLUB

Recognition of Club

The Club is an affiliated member of the SO and is recognised by those bodies as the entity responsible for the delivery of football in the Area in accordance with the Objects but subject always to compliance with this Constitution and SO's constitutions.

Constitution of the Club

This Constitution will clearly reflect the objects of the SO and will generally conform to the Constitutions of those bodies, subject always to the Act.

SO

The Club may not resign, disaffiliate, or otherwise seek to withdraw from its SO without approval by Special Resolution.

36. NOTICE

(a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be:

- sent by pre-paid post to the Member's registered address; or
- sent by email to the Member's email address; or
- sent by such means or posted on such social media platform that the Club determines to be suitable for communication with a Member as appropriate from time to time having regard to the available technology and for which a Member provides sufficient details to enable notice to be given or for which a Member otherwise agrees or is deemed to agree to as a method by which notice can be given;

- prominently posted on the Club's website.

(b) Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been affected three days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be affected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by electronic mail or by posting on the Club's website, service of the notice

It will be deemed to be affected the next business day after it has been sent or posted.

Electronic Delivery under the Act

In accordance with section 41 of the Act, notices, documents, or other communications required under the Constitution or the Act may be given or sent electronically, including by email or other technology-based communication platforms approved by the Formatted: Highlight Formatted: Indent: Left: 0.5 cm Committee. Delivery by such means shall be taken to satisfy any requirement for written notice.

37. INDEMNITY

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

(b) The Club shall indemnify its Committee Members and employees against all damages and losses (including legal costs) for which any such Committee Member or employee may be or become liable to any third party in consequence of any act or omission, except willful misconduct:

- in the case of a Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
- in the case of an employee, performed or made during, and within the scope of, their employment by the Club.

38. REVIEW OF CONSTITUTION

The Committee shall review this Constitution at least once every three (3) years or sooner if required by amendments to the Act, Football NSW, or Football Canterbury policies, in accordance with section 10 of the Act.

BY LAWS

1. LIABILITY AND INSURANCE

- The Club is not responsible for any personal injury, loss, or theft suffered by any player, member, official, or spectator.
- Players and Members are strongly encouraged to obtain personal accident or risk insurance.
- The Club shall maintain public liability insurance in accordance with Football NSW and NSW laws.
- All Club activities must comply with Football NSW rules and guidelines, including applicable NSW laws.

2. MEMBERSHIP

- Membership is open to all persons who meet the eligibility criteria determined by the Committee.
- Categories of membership may include Player, Junior Player, Coach, Official, Volunteer, or other categories as determined by the committee.
- Membership rights, obligations, and voting entitlements are as set out in the Constitution.
- Membership may be discontinued in accordance with the constitution (clause 9).
- Members must provide accurate personal details and notify the Club of any changes within 30 days, in compliance with the Privacy and Personal Information Act 1998 (NSW).

3. COMPETITION RULES

- All teams and Members must comply with the rules and policies of the relevant Football NSW and Football Canterbury competition.
- Club policies, training requirements, and match conduct rules must also be observed.

4. CODE OF CONDUCT AND DISCIPLINE

- Members, players, officials, coaches, and parents/guardians must adhere to the Club's Code of Conduct, consistent with Football NSW and Football Canterbury requirements.
- Any breach of this constitution, the Club's regulations, Football NSW or Football Canterbury rules may result in disciplinary action by the Committee.
- The Committee must provide the Member with notice of the alleged breach, an opportunity to explain or remedy, and a written decision.
- Appeals shall follow procedures in the Constitution and any applicable Football NSW, Football Canterbury grievance policies.
- Serious breaches, including discrimination, harassment, or abuse, must be reported to Football Canterbury and Football NSW within seven (7) days.

5. FEES

- Membership fees must be paid in full by the start of the season unless the Committee grants written exemption.
- Members who have not paid fees are ineligible to participate in matches, training, or Club activities.
- Membership fees are non-refundable except as expressly permitted under the Constitution or Committee resolution.
- The Committee may set fee schedules for different membership categories.

6. EQUIPMENT AND UNFORMS

- All Club equipment, balls, and uniforms must be signed off by the coach or team manager.
- Coaches and managers are responsible for ensuring equipment is maintained and returned in good condition.
- Loss, damage, or destruction of equipment must be reported immediately to the Committee.
- Members may be required to reimburse the Club for replacement or repair costs.

7. MEETING AND RECORDINGS

- Minutes of all meetings must be recorded.
- The Secretary must circulate minutes to Members within seven days of each meeting.
- Members may inspect the Register and other records in accordance with the Constitution, subject to privacy and confidentiality obligations under NSW law.

8. ROLES AND RESPONSIBILITIES

- Committee Members, officers, Coaches, and volunteers must perform their duties in accordance with the Constitution, these By Laws, Football NSW and Football Canterbury guidelines.
- The Committee may delegate specific responsibilities to subcommittees or volunteers as required.

9. SAFETY AND WELFARE

- The Club must ensure all activities are conducted safely and in accordance with Football NSW Safe Play and NSW laws.
- The Club adopts and complies with the Football NSW Member Protection Framework (MPF) and any related policies.
- Coaches, officials, and volunteers working with junior players must hold a valid Working With Children Check (WWCC).
- First aid equipment must be available at all training and match venues, with at least one trained first aid officer present.
- All incidents or injuries must be recorded and reported to the Committee promptly.

10. FINANCIAL MANAGEMENT

- Club funds must be used solely to advance the objective of the Club.
- Expenditure above amounts determined by the Committee require prior approval.
- Accurate financial records must be maintained and presented to members at the AGM in accordance with the Associations Incorporation Act 2009 (NSW).

11. AMENDMENTS TO BY LAWS

- The Committee may propose amendments to these By Laws.
- By Laws may only be amended by resolution at a General Meeting in accordance with the Constitution.

12. GENERAL PROVISIONS

- These By Laws are subordinate to the Constitution. In case of inconsistency, the Constitution prevails.
- All Members are bound by these By Laws. Breaching may result in disciplinary action under the Constitution.

FORM OF APPOINTMENT OF PROXY

I, (full name) _____

Of (address) _____

Being a member of _____

Hereby appoint (full name) _____

Of (address) _____

Being a member of the incorporated association, as my proxy to vote for me on my behalf at the General Meeting of the Club (Annual General Meeting or Extraordinary General Meeting, as the case may be) to be held on

_____ (Day, Month, Year) and at any adjournment of that meeting.

My Proxy is authorised to vote in favour **of /against** (circle or delete as appropriate) the following resolution.

Being a member of the incorporated association, as my proxy to vote for me on my behalf at the general

Nominated Positions

President		Vice President	
Secretary		Asst Secretary	
Treasurer		Asst Treasurer	
Competition Secretary		Registrar	
Member Protection Officer		Gear Manager	
Coach Coordinator		Canteen Manager	
General Committee 1		General Committee 2:	
General Committee 3		General Committee 4	
General Committee 5		General Committee 6	

_____ _____

Signature of member appointing proxy Date

Note: A proxy vote may not be given to a person who is not a member of the Club.

APPENDIX 2

GENERAL MEETING ORDER OF BUSINESS

Order of Business

The order of business of the Committee at a General Meeting (GM) of the Club shall, unless otherwise determined by the Chair, be as follows:

1. Minutes of previous meeting read and approved
2. Apologies noted
3. Business arising from previous minutes
4. Correspondence (ingoing & outgoing)
5. Financial reports
6. Reports from Committee chairpersons or members
7. General business

Time and Place

GM shall be held at such time and place as determined by the Committee.

Notice of Meeting

a) The Secretary shall, at least seven (7) days prior to the date of meeting, issue a notice specifying:
   - The place, time, and date of the meeting
   - The nature of the business to be transacted

b) A member wishing to bring any business or motion before a GM must give notice in writing to the Secretary, who shall include that business in notice of meeting.

c) Notice must be lodged with the Secretary no later than seven (7) days prior to the meeting, unless otherwise approved by the Committee;

d) No business other than that specified in the notice shall be transacted at the meeting.

Quorum

a) A quorum for a GM of the Committee shall be fifty per cent (50%) of Committee Members entitled to vote.

b) A quorum must remain present throughout the meeting.

c) If a quorum is not present within thirty (30) minutes of the scheduled start time, the Chair may declare the meeting adjourned to the same time and place on the same day of the of the following week.

d) If, after 30 minutes, a quorum is not present, the meeting stands adjourned to the same place and at the same time of the same day on the following week;

e) If at the adjourned meeting a quorum is still not present within thirty (30) minutes, the meeting shall be dissolved.

Voting

a) Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes (being not less than fifty per cent (50%) of Members present and entitled to vote).

b) Each Committee Member shall have one (1) vote on any question.

c) Where votes are equal, the President (or in the absence of the President, the Vice President) shall have a casting vote exercise a casting vote.

d) If the President (or in the absence of the President, The Vice President) does not exercise a casting vote, the motion will be forfeited.

EXTRAORDINARY GENERAL MEETINGS

Purpose of an EGM

An Extraordinary General Meeting (EGM) may be convened for any of the following purposes;

1. To consider and vote any proposed revision, alteration, or amendment to the Constitution
2. To hear and determine any appeal against a decision of the Committee, or
3. To consider any other business not otherwise provided for in the Constitution or the By Laws

Notice of Meeting

a) The Secretary shall, at least twenty-one (21) days prior to the date fixed for an EGM, issue notice of the meeting to all Members by electronic means (including website publication or email).

b) The notice shall specify the place, time, and date of the meeting, and the nature of the business to be transacted.

c) No business other than that specified in the notice shall be transacted at the meeting.

Quorum

a) A quorum for an EGM shall be a minimum of twenty (20) Members entitled to vote.

b) A quorum must remain present throughout the meeting.

c) If a quorum is not present within thirty (30) minutes of the scheduled start time, the meeting shall be adjourned to the same time and place on the same day of the following week.

d) If at the adjourned meeting a quorum is still not present within thirty (30) minutes, the meeting shall be dissolved.

Voting

a) Any motion proposed at an EGM shall be declared carried if supported by at least seventy-five percent (75%) of the Members present and entitled to vote.

b) Voting shall be conducted in accordance with the provisions of this Constitution.

Convening an EGM

An EGM may be convened:

a) By the Committee through the Secretary;

b) Upon written requisition to the Secretary, signed by at least ten (10) Members entitled to vote, stating the purpose of the meeting.

Failure to Convene an EGM

If the Secretary fails to convene an EGM within one (1) month of the date of requisition by Members:

a) Any one or more of the requisitioning Members may convene the EGM, to be held no later than three (3) months from the date of the original requisition.

b) Such meeting shall be held in accordance with the Constitution and meeting procedures, as nearly as practicable, as if it had been convened by the Secretary.

c) Any reasonable expenses incurred by a Member in convening the meeting shall be reimbursed by the Club.

d) Any decisions made at such meeting shall be binding on all Members of the Club as if the meeting has been properly convened by the Secretary.

ANNUAL GENERAL MEETINGS

AGM Timing

The Annual General Meeting (AGM) of the Club shall be held no later than the end of October each year, at a time and place determined by the Committee.

Notice of Meeting

a) The Secretary shall give at least twenty-one (21) days clear notice of the AGM to all Members entitled to vote.

b) Such notice shall be sent to each Member at the address or email address recorded in the Register of Members.

c) The notice shall specify the place, time, and date of the meeting and the nature of the business to be transacted.

Order of Business

The order of business at the AGM shall be as follows:

1. Reading and confirmation of the previous AGM minutes of previous meeting and noting of apologies.
2. President's address.
3. Presentation for adoption of the Annual Report including Financial Report.
4. Declaration that all Committee positions are vacant.
5. Election of Committee Members.
6. Election of Life Members (if applicable).
7. Appointment of auditors
8. Determination to affiliate with SO;
9. General business.

Quorum

a) A quorum for the AGM shall be a minimum of thirteen (13) Members entitled to vote.

b) A quorum must remain present throughout the meeting.

c) If a quorum is not present within thirty (30) minutes of the scheduled commencement time, the meeting shall be adjourned in accordance with Clause 25 of this Constitution.

Voting

a) Voting at the AGM shall be by hand unless a poll is requested in accordance with Clause 25.

b) Any motion shall be declared carried only if supported by a simple majority fifty percent (50%) of Members present and entitled to vote.

APPENDIX 3

FINANCE

Accounting Records and Audit

The Committee shall ensure that proper accounting records are kept in accordance with the Associations Incorporation Act 2009 (NSW).

Use of Funds

a) The funds of the Club shall be applied solely in pursuance of the Objects of the Club as stated in this Constitution, in such manner as the Committee determines.

b) These assets and income of the Club shall be applied solely in furtherance of these Objects, and no portion shall be distributed directly or indirectly to Members, except as Bonafide compensation for services rendered or for expenses properly incurred on behalf of the Club.

Authority of Payments

a) All cheques, electronic transfers, or other payments made on behalf of the Club shall be authorised by any two (2) of the following:

- President
- Vice-President
- Treasurer
- Assistant Treasurer

b) All monies expended are to be duly recorded in the accounts of the Club.

c) The Treasurer shall ensure that an appropriate receipt is issued as soon as practicable after any money is received.

d) All Club monies received shall be deposited into the Club's bank account within five (5) business days of receipt.

USE OF INTELLECTUAL PROPERTY

Use of Club Name and Intellectual Property

a) No Member shall use the name, logo, property, facilities, or any other intellectual property of the Club for any purpose unless prior written authority has been granted by the Committee.

b) The Committee shall not grant such authority unless a written application specifying the proposed use has been submitted and approved.

Ownership of Equipment

All equipment, uniforms, and materials supplied by the Club to teams or their representatives remain the property of the Club and must be returned upon request or at the end of the season, as directed by the Committee.

SERVICE OF NOTICE

Methods of Service

As per this Constitution, a notice may be served by or on behalf of the Club upon any Member:

a) Personally

b) By post to the Member's address as recorded in the Register of Members, or

c) By electronic main (email) to the member's recorded email address.

Effective Service

A notice sent by post shall be deemed to have been served two (2) business days after posting. A notice sent by electronic mail shall be deemed to have been served at the time of transmission, unless the sender is notified of a delivery failure.

APPENDIX 4

NOMINATION FOR COMMITTEE FORM

We, below, being full members of Canterbury Junior Soccer Club Incorporated in accordance with Section 15 of the constitution hereby nominate

Nominee (full name) _____

For the position of _____

Nominated by (full name) _____

Of (address) _____

Seconded by (full name) _____

Of (address)

Acceptance by nominee to stand for the committee position as listed above

I (full name) _____

Herby confirms that I have been a full member of Canterbury Junior Soccer Club Incorporated for a minimum of two years, and I am willing to stand for the position nominated and listed above

_____ _____

Signature of nominee Date

_____ _____

Signature of member appointing nominee Date

_____ _____

Second – Signature of Member Date

APPENDIX 5

COMMITTEE PLAYER REGISTRATION POLICY

Purpose

In recognition of the voluntary service provided by Committee Members, the Club may grant a registration fee concession in lieu of an honorarium, in accordance with this policy.

Eligibility

a) Executive Committee Members are entitled to a waiver of one hundred percent (100%) of the registration fee for themselves or for one (1) of their children.

b) Non-Executive Committee Members are entitled to a reduction in the registration fee, limited to the amount payable to the Club's affiliated bodies (including, but not limited to, Football Canterbury, Football NSW, and Football Australia

Administration

a) The Registrar shall provide a voucher, credit, or equivalent mechanism to enable the Committee Member to complete the registration process to the value specified in Eligibility.

b) The Treasurer shall record all such concessions in the Club's financial statements for transparency and audit purposes.

Voluntary Nature of Concession

a) The Committee Member is under no obligation to accept this concession.

b) The concession is granted in good faith as recognition of service to the Club and shall not be construed as remuneration or salary.

This concession does not create or imply an employment, contractor, or service relationship between the Committee Member and the Club.

Compliance

In accordance with the Associations Incorporation Act 2009 (NSW), which permits reasonable reimbursement or benefit to members for services rendered or expenses properly incurred on behalf of the Club.