

**CONSTITUTION**

FREMANTLE CITY DOCKERS  
JUNIOR FOOTBALL CLUB  
INCORPORATED



**FREMANTLE CITY**  
**DOCKERS**

**A PARTNER CLUB OF THE FREMANTLE DOCKERS FOOTBALL CLUB**

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## ***Definitions Applicable to these Rules***

**Act** means the *Associations Incorporation Act 2015*;

**AGM** means annual general meeting;

**books**, includes the following —

- (a) a register;
- (b) financial records, financial statements or financial reports, however compiled, recorded or stored;
- (c) a document;
- (d) any other record of information;

**chairperson** means the Committee member holding office as the chairperson of the Association;

**Club** is the incorporated association to which these rules apply;

**Commissioner** means the person for the time being designated as the Commissioner under section 153 of the Act;

**District** means South Fremantle (Bulldogs) District of the West Australian Football Commission or such other junior association (however described) as the Club may affiliate with whether in full or part from time to time;

**Executive** of the Club is defined in clause 8.1;

**Executive member** means a member of the Executive;

**financial records** includes —

- (a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; and
- (b) documents of prime entry; and
- (c) working papers and other documents needed to explain —
  - (i) the methods by which financial statements are prepared; and
  - (ii) adjustments to be made in preparing financial statements;

**financial statements** means the financial statements in relation to the Club required under Part 5 Division 3 of the Act;

**general meeting**, of the Club, means a meeting of the Club that all members are entitled to receive notice of and to attend;

**member** means a member of the Club as set out in clause 6;

**office holder** means a committee member of the Association under clause 2.1(b) of these Rules and any such other member as determined by the Commissioner to be an officeholder under s59 of the Act;

**ordinary committee member** means a committee member who is not an office holder;

**register of members** means the register of members referred to in section 53 of the Act;

**registration fee** means the current fee for playing membership as set out in clause 7.1;

**rules** means these rules of the Club, as in force for the time being;

**Secretary** means the committee member holding office as the secretary of the Club;

**special general meeting** means a general meeting of the Association other than the annual general meeting;

**special resolution** means a resolution passed by the members at a general meeting in accordance with section 51 of the Act;

**Treasurer** means the committee member holding office as the treasurer of the Club.

**1. CLUB NAME**

The Club shall be called **THE FREMANTLE CITY DOCKERS JUNIOR FOOTBALL CLUB INCORPORATED.**

**2. EXECUTION OF DOCUMENTS**

**2.1 WITH COMMON SEAL**

- (a) Except for the purposes of disposal of property under clause 17(g), the Club may execute a document without using a common seal if the document is signed by any two office holders.
- (b) The following are the office holders of the Club:
  - (i) President,
  - (ii) Vice President,
  - (iii) Secretary; and
  - (iv) Treasurer.

**2.2 WITHOUT COMMON SEAL**

Except for the purposes of disposal of property under clause 17(g), the Club may execute a document without using a common seal if the document is signed by:

- (a) two members of the Executive; or
- (b) one member of the Executive authorised expressly by the Executive to execute that document.

**3. CLUB COLOURS**

- (a) The colours of the Club shall be purple and white and as near to the AFL Dockers colours as practicable; and
- (b) The Club logo shall be the logo approved for Club use by the AFL Dockers.
- (c) Any further logo use, design elements or variations shall require pre-approved by the Executive.

**4. CLUB COMPOSITION**

The Club shall consist of all members (including Executive members) as set out in clause 6.

**5. CLUB OBJECTIVES**

The objectives of the Club will be as follows:



- (a) To provide the means for children and youth of the District to take part in competitive Australian Rules Football (the Game).
- (b) To provide adequate training in all aspects of the Game by arranging the services of accredited coaches, the supply of a safe and suitable playing surface and amenities, equipment and organising training, lectures, players teams etc.
- (c) To promote good fellowship and spirit amongst all players, members, parents and supporters, at all times by means of organising adequate social events.
- (d) As an incentive to all junior players in the Club and subject to satisfactory finance being available to endeavour to organise interstate tours for the selected senior team at intervals as decided by the Executive.
- (e) To raise and dispose of monies in such a manner as necessary for the proper conduct of the Club.

## **6. CLUB MEMBERSHIP**

Membership shall be divided into the following categories-

### **6.1 PLAYING MEMBER**

- (a) A playing members is any person who has been registered for that playing season with the Club in the manner required by the District until such membership:
  - (i) is transferred to another club;
  - (ii) is cancelled by whatever means; or
  - (iii) otherwise expires pursuant to clause 6.7.
- (b) Any decision to reject any application for registration as a playing member, or cancel any playing member's registration, will be at the sole discretion of the Executive and no reason or justification shall be given.

### **6.2 HONORARY MEMBER**

Any nominated person may be appointed from time to time by the Executive as an Honorary Member.

### **6.3 LIFE MEMBERS**

- (a) A person can be nominated for Life Membership of the Club:
  - (i) in recognition of 10 years continuous service to the Club; or
  - (ii) if that person has been a playing member with the Club for the 10 years from Year 3 (Pups) to Year 12 inclusively.
- (b) All nominations for Life Membership shall be submitted to:
  - (i) the Executive for approval of the Executive in accordance with subclause (c) for approval; and then
  - (ii) the association of Life Members for endorsement and ratification.

- (c) A nominee must sustain favourable votes from at least 75% of the total number of Executive members in attendance at the meeting referred to in clause 6.3(b)(i).

#### **6.4 ORDINARY MEMBER**

An ordinary member is:

- (a) the parent or guardian shown on the registration of any current playing member as the Parent/Guardian; or
- (b) the parent or guardian shown on the registration of any playing member previously registered with the Club as the Parent/Guardian, and where such parent or guardian has retained an active interest in Club proceedings as determined by a resolution of the Executive; or
- (c) any person, not otherwise being a member under 6.2, 6.3, 6.4(a) or 6.4(b) above, who has registered for a coaching, team manager or other volunteer position with the Club and whose registration has been approved by the Executive.

#### **6.5 RESIGNATION OF A MEMBER**

A member retiring from the Club or ceasing for any cause to continue to be a member shall not be entitled to, or have any claim upon, any portion whatever of Club funds or property.

#### **6.6 REGISTER OF MEMBERS**

- (a) The Secretary, or another person authorised by the Executive, is responsible for the requirements imposed on the Club under section 53 of the Act to maintain the register of members and record in that register any change in the membership of the Club .
- (b) In addition to the matters referred to in section 53(2) of the Act, the register of members must include the class of membership (if applicable) to which each member belongs and the date on which each member becomes a member.
- (c) The register of members shall be kept and maintained by the Secretary:
  - (i) in the case of playing members and ordinary members on the registration system determined by the District; and
  - (ii) in the case of Honorary and Life members, on the Secretary's storage devices, or in any other manner or at another place determined by the Executive.
- (d) A member who wishes to inspect the register of members must contact the Secretary to make the necessary arrangements
- (e) If:
  - (i) a member inspecting the register of members wishes to make a copy of, or take an extract from, the register under section 54(2) of the Act; or

- (ii) a member makes a written request under section 56(1) of the Act to be provided with a copy of the register of members,

the Executive may require the member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Club.

## **6.7 WHEN MEMBERSHIP CEASES**

A person ceases to be a member when any of the following takes place -

- (a) for a member who is an individual, the individual dies;
- (b) the person resigns from the Association under clause 6.5;
- (c) the person is expelled from the Association under clauses 35.1(c) and 35.2 ; or
- (d) the person ceases to be a member under clause 7.2(b).

## **7. CLUB LEVIES**

### **7.1 REGISTRATION FEES**

- (a) A suitable scale of registration fees shall be determined by the Executive, from time to time in accordance with a review of such registration fees which will be undertaken on at least an annual basis.
- (b) The Executive may vary registration fees as considered necessary from time to time unless specifically prohibited to do so by a resolution at a general meeting.
- (c) Nothing in clause 7.1(b) above affects the power of the general membership to vary registration fees at the AGM in accordance with clause 16.3(e) below.

### **7.2 PAYMENT OF REGISTRATION FEES**

- (a) All registration fees are to be paid in the manner prescribed by the registration requirements imposed by the District.
- (b) A playing member who has registered with the Club in the previous season ceases to be a member of the Club if they have not been re-registered with the Club by the first game of the new playing season, and the associated ordinary membership is concurrently terminated.
- (c) Nothing in clause 7.2(b) above prevents a playing member from registering later in the year (late registration) and upon such registration-dependent membership rights arising.

### **7.3 SELECTION OF PLAYER**

Subject to clause 7.4 no player shall be chosen to participate in an organised match unless:

- (a) that player is a current playing member with the Club; or
- (b) unless an exemption (either specific or general) has been issued by the District.

#### **7.4 SPECIAL EXEMPTION**

- (a) The Executive, in its absolute discretion, has the power to approve the issuing of a Club-funded voucher in full or part payment of registration fees in the case of parental / financial hardship for a person wishing to register as a playing member.
- (b) Each case in subclause (a) above will be considered individually on its merits and past grants will not be regarded as precedents binding on the Executive.

### **8. THE EXECUTIVE**

#### **8.1 ROLE OF THE EXECUTIVE**

All Club affairs and activities will be controlled and operated by elected officials in a committee of management (the Executive) whose task shall be to manage the affairs of the Club.

#### **8.2 COMPOSITION OF THE EXECUTIVE**

The Executive shall be comprised of the following office holders:

- (a) 1 President
- (b) 1 Vice President;
- (c) 1 Secretary;
- (d) 1 Treasurer;

(the office holders) and at least one of the following positions:

- (e) 1 Registrar;
- (f) 1 Social Media Coordinator;
- (g) 1 Marketing and Sponsorship Coordinator;
- (h) 1 Auskick Coordinator;
- (i) 1 Life Member Delegate nominated under clause 13.3; and
- (j) such other person(s) as the Executive resolve from time to time ought to be co-opted onto the Executive for either general or specific roles.

#### **8.3 DUTIES OF KEY EXECUTIVE MEMBERS**

The duties of the office holders include those duties listed in Appendix 1.

#### **8.4 CLUB DELEGATES**

The Club shall be represented at meetings of the District by one or more Club Delegates.

- (a) Club Delegates shall be selected from the Executive; and

- (b) Club Delegates shall have due regard to the requirements of the Club when representing it at meetings and shall abide by the rules of the association, body or council at which they attend.

## **8.5 QUORUM**

Subject to clause 12.4, the quorum for an Executive meeting shall be:

- (a) four; or
- (b) at least half the number of current Executive members, whichever is the greater.

## **9. ELECTION OF EXECUTIVE MEMBERS**

### **9.1 ELECTION**

All appointments as Executive members of the Club will be by ballot at the AGM of the Club with the exception of:

- (a) the Life Member nominee appointed under 13.3;
- (b) any unfilled vacancy under clause 12; and
- (c) any member subsequently appointed by the Executive under clause 8.2(j).

### **9.2 NOMINATIONS**

- (a) All nominees for election must be members of the Club and nominated and seconded by a member, so long as none of the nominee, the nominating member or the seconding member is a playing member.
- (b) Self-nominations will be accepted.
- (c) Verbal nomination on the day of the AGM will be accepted in addition to any written nominations submitted to the Executive prior to the commencement of the AGM.

### **9.3 VOTING**

Only those members as defined in clauses 6.2, **Error! Reference source not found.** and 6.4, will be eligible to vote, in accordance with the below process.

- (a) Each eligible member shall be entitled to 1 vote only.
- (b) In the event of an equal vote a second ballot shall take place. If the vote is again equal, the chairperson of the meeting shall exercise his or her second or casting vote.

### **9.4 TERM OF OFFICE**

- (a) All elected Executive members shall be appointed for one annual term and will be deemed retired from the Executive at commencement of the item for election of new Executive members at the first AGM held after the term in which they were elected.

- (b) However, any retiring Executive member will be eligible for re-election at the end of their term of office, should they again be nominated.

## **10. POWERS OF THE EXECUTIVE**

The following powers will be vested in the Executive

- (a) Control of all Club funds and property.
- (b) Appointment of sub-committees with delegation to the sub-committee of any power considered necessary.
- (c) Appointment of coaches and the formulation of a directive as to selection of players, time and place of training periods, and method of selection of teams.
- (d) Dismissal of a member of the Executive, if they fail to attend 3 consecutive Executive meetings without reasonable excuse, or for misconduct or other offence, provided that the member shall have a right of appeal for reinstatement, through the calling of a special general meeting for that purpose. A Majority Vote after hearing details of the case shall decide the issue and if the vote is against the member, they shall be replaced with another member of the Club of the Executive's choosing.
- (e) Dismissal from the Club of any member found to be acting in such a manner as to bring disrepute upon the Club, or for misconduct or other offence that the Executive shall deem to be offensive or harmful to the Club, provided that the member shall have the right of appeal through the grievance procedures set in clause 32 and following.
- (f) At all times encourage all members to take an active part in the functions of the Club.
- (g) To co-opt members to assist the Executive from time to time as required.
- (h) Approve all tours
- (i) Refine suggested guidelines for duties of all Executive members, either elected or appointed as set out in Appendix 1.
- (j) To develop and refine mission statements, guidelines for volunteers and operational policies and procedures for the good governance of the Club.
- (k) Subject to the Act, these rules and any resolution passed at a general meeting, the Executive has power to do all things necessary or convenient to be done for the proper management of the affairs of the Club.

## **11. WHEN MEMBERSHIP OF EXECUTIVE CEASES**

A person ceases to be an Executive member if the person:

- (a) dies or otherwise ceases to be a member; or
- (b) resigns from the Executive or is removed from office by resolution at a general meeting; or
- (c) becomes ineligible to accept an appointment or act as an Executive member under section 39 of the Act; or

- (d) becomes permanently unable to act as an Executive member because of a mental or physical disability; or
- (e) fails to attend 3 consecutive Executive meetings, of which the person has been given notice, without having notified the Executive that the person will be unable to attend.

## **12. FILLING CASUAL VACANCIES**

### **12.1 BY EXECUTIVE APPOINTMENT**

The Executive may appoint a member who is eligible to fill a position on the Executive that:

- (a) has become vacant under clause 11; or
- (b) was not filled by election at the most recent AGM.

### **12.2 SECRETARY POSITION MUST BE FILLED**

If the position of Secretary becomes vacant, the Executive must appoint a member who is eligible to fill the position within 14 days after the vacancy arises.

### **12.3 VACANCY DOES NOT INVALIDATE EXECUTIVE ACTION**

Subject to the requirement for a quorum, the Executive may continue to act despite any vacancy in its membership.

### **12.4 LIMITED CAPACITY IF NO QUORUM**

If there are fewer Executive members than required for a quorum, the Executive may act only for the purpose of:

- (a) appointing Executive members under this clause; or
- (b) convening a general meeting.

The quorum for any meeting under this clause is at least half of the currently appointed Executive members.

## **13. EXECUTIVE MEETINGS\_**

### **13.1 MEETING INTERVALS**

Executive meetings will be held at intervals as considered necessary by the President.

### **13.2 EXECUTIVE MEMBERS TO ATTEND ALL MEETINGS**

All members of the Executive are expected to attend all Executive meetings if possible.

### **13.3 LIFE MEMBER DELEGATE**

Life Members of the Club may nominate a delegate to represent them at all Executive meetings and such delegate will be an Executive member as set out in clause 8.2(i).

### **13.4 USE OF TECHNOLOGY TO BE PRESENT AT EXECUTIVE MEETINGS**

- (a) The presence of an Executive member at an Executive meeting need not be by attendance in person but may be by that Executive member and each other Executive member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.
- (b) A member who participates in an Executive meeting as allowed under subclause 13.4(a) is taken to be present at the meeting and, if the member votes at the meeting, the member is taken to have voted in person.

## **14. PROCEDURE AND OTHER OF BUSINESS OF MEETINGS OF THE EXECUTIVE**

### **14.1 PRESIDENT OR VICE PRESIDENT TO CHAIR**

The President (or in the President's absence or unwillingness to preside as chairperson, the Vice President) must preside as chairperson of each Executive meeting.

### **14.2 EXECUTIVE MAY CHOOSE CHAIR**

If the President and Vice President are absent or are unwilling to act as chairperson of an Executive meeting, the Executive members at the meeting must choose one of them to act as chairperson of the meeting.

### **14.3 COACH SELECTION**

Any member of Executive who is an applicant for a coaching position with the Club, shall not be entitled to a vote on the appointment for the position applied for when it is being considered by the Executive.

### **14.4 MEETING PROCEDURE**

The procedure to be followed at an Executive meeting must be determined from time to time by the Executive.

### **14.5 ORDER OF BUSINESS**

The order of business at an Executive meeting may be determined by the Executive members at the meeting.

### **14.6 ATTENDANCE OF INVITEES**

A member or other person who is not an Executive member may attend an Executive meeting if invited to do so by the Executive, but:

- (a) has no right to any agenda, minutes or other document circulated at the meeting; and



- (b) must not comment about any matter discussed at the meeting unless invited by the Executive to do so; and
- (c) cannot vote on any matter that is to be decided at the meeting.

#### **14.7 RESOLUTIONS**

Unless otherwise required, all resolutions will require a simple majority and the chairperson has a casting vote in the event of a tie.

### **15. MINUTES OF EXECUTIVE MEETINGS**

#### **15.1 MINUTES TO BE TAKEN**

The Executive must ensure that minutes are taken and kept of each Executive meeting.

#### **15.2 BASIC REQUIREMENTS OF MINUTES**

The minutes must record the following:

- (a) the names of the Executive members present at the meeting;
- (b) the name of any person attending the meeting under clause 14.6;
- (c) the business considered at the meeting;
- (d) any motion on which a vote is taken at the meeting and the result of the vote; and
- (e) details relating to the disclosure of an Executive member's material personal interest in a matter being considered at an Executive meeting.

#### **15.3 MINUTES TO BE ENTERED**

The minutes of an Executive meeting must be entered in the Club's minute book within 30 days after the meeting is held.

#### **15.4 SIGNING OF MINUTES**

The chairperson must ensure that the minutes of an Executive meeting are reviewed and signed as correct by —

- (a) the chairperson of the meeting; or
- (b) the chairperson of the next Executive meeting.

#### **15.5 VALIDATION**

When the minutes of an Executive meeting have been signed as correct they are, until the contrary is proved, evidence that

- (a) the meeting to which the minutes relate was duly convened and held; and
- (b) the matters recorded as having taken place at the meeting took place as recorded; and

- (c) any appointment purportedly made at the meeting was validly made.

## **16. ANNUAL GENERAL MEETING**

### **16.1 DATE, TIME AND LOCATION**

- (a) The Executive must determine the date, time and location of the AGM.-
- (b) The AGM will be held once yearly.

### **16.2 LATE AGMS**

If it is proposed to hold the AGM more than 6 months after the end of the Club's financial year, the Secretary must apply to the Commissioner for permission under section 50(3)(b) of the Act within 4 months after the end of the financial year.

### **16.3 ORDINARY BUSINESS**

The ordinary business of the AGM is as follows —

- (a) to confirm the minutes of the previous AGM and of any special general meeting held since then if the minutes of that meeting have not yet been confirmed;
- (b) to receive and consider —
  - (i) the Executive's annual report on the Club's activities during the preceding financial year; and
  - (ii) the financial statements of the Club for the preceding financial year presented under Part 5 of the Act.
- (c) to elect the office holders and ordinary committee members;
- (d) if applicable, to appoint or remove a reviewer or auditor of the Club in accordance with the Act;
- (e) to confirm or vary the registration fees, subscriptions and other amounts (if any) to be paid by members;
- (f) Any other business of which notice has been given in accordance with these rules may be conducted at the AGM.

## **17. SPECIAL GENERAL MEETINGS**

Without limiting the matters in relation to which a special resolution may be proposed, a special general meeting (SGM) in any of the following events:

- (a) The President considers a special meeting of members is warranted.
- (b) A majority of the Executive considers a special meeting of members is warranted.
- (c) A Petition signed by at least 20% of the members (other than playing members) requires a special general meeting to be convened.
- (d) For the purpose of amendment to rules of the Club and any such amendment shall be verified by the Person/s authorised to use the Common Seal of the Club.

- (e) For hearing the right of appeal by any member of the Executive (see grievance procedure at clause 34 below) charged with missing Executive meetings, misconduct or other offences, brought forward by the Executive.
- (f) For the purpose of dissolving or winding up of the Club as provided for in clause 31.
- (g) For the purpose disposing of any real or personal property, or asset of the Club as provided for in clause 25 whereby a majority vote will authorise the President and two other authorised members to affix the Common Seal of the Club and to sign the documents of sale.

## **18. REQUIRMENTS FOR SPECIAL GENERAL MEETINGS**

### **18.1 REQUIREMENTS**

The members requiring a special general meeting to be convened must —

- (a) make the requirement by written notice given to the Secretary; and
- (b) state in the notice the business to be considered at the meeting; and
- (c) each sign the notice.

### **18.2 NOTICE**

The special general meeting must be convened within 28 days after notice is given under subclause 18.1(a).

### **18.3 MEMBERS MAY CONVENE**

If the Executive does not convene a special general meeting within that 28 day period, the members making the requirement (or any of them) may convene the special general meeting, with the Club reimbursing any reasonable expenses incurred by the members convening a special general meeting.

### **18.4 MEMBER-CONVENED MEETING**

A special general meeting convened by members under clause 18.3:

- (a) must be held within 3 months after the date the original requirement was made; and
- (b) may only consider the business stated in the notice by which the requirement was made.

## **19. NOTICE OF ANNUAL AND SPECIAL MEETINGS**

### **19.1 TIMING OF NOTICE**

The Secretary or, in the case of a special general a meeting convened by petition of the members in accordance with the rules, must give to each member —

- (a) at least 21 days' notice of a general meeting if a special resolution is to be proposed at the meeting; or
- (b) at least 14 days' notice of a general meeting in any other case.

## **19.2 PUBLICATION OF AGM NOTICE**

Publication of the notice of the AGM will take place by way of:

- (a) an advertisement in the local newspaper; and
- (b) online communications to members, other than playing members.

## **19.3 CONTENT OF NOTICE LOCAL PAPER NOTICE.**

- (a) The notice in the local paper must specify the date, time and place of the meeting.

## **19.4 CONTENT OF ONLINE COMMUNICATION TO MEMBERS**

The online communication notice to members must:

- (a) specify the date, time and place of the meeting
- (b) indicate the general nature of each item of business to be considered at the meeting;
- (c) if the meeting is the AGM, include the names of any members who have at the time of issuing the notice, nominated for election to the Executive;
- (d) if a special resolution is proposed:
  - (i) set out the wording of the proposed resolution as required by section 51(4) of the Act; and
  - (ii) state that the resolution is intended to be proposed as a special resolution.

## **19.5 PROXIES**

Notice of a general meeting or special meeting given to a member must:

- (a) state that the member may appoint an individual who is an ordinary member as a proxy for the meeting; and
- (b) include a copy of any form that the Executive has approved for the appointment of a proxy.

## **20. PRESIDING MEMBER, QUORUM FOR GENERAL MEETINGS**

### **20.1 QUORUM**

Any general meeting of the Club will require at least five members to be in attendance to form a quorum.

## **20.2 CHAIR**

The President or, in the President's absence or unwillingness to act as chairperson, the Vice President must preside as chairperson of each meeting.

## **20.3 ALTERNATIVE CHAIR**

If the President and Vice President are absent or are unwilling to act as chairperson of a general meeting, the Executive members at the meeting must choose one of them to act as chairperson of the meeting.

## **20.4 QUORUM REQUIRED**

No business is to be conducted at a general meeting unless a quorum is present.

## **20.5 LACK OF QUORUM**

If a quorum is not present within 30 minutes after the notified commencement time of an AGM

- (a) in the case of a special general meeting — the meeting lapses
- (b) in the case of the AGM — the meeting is adjourned to
  - (i) the same time and day in the following week; and
  - (ii) the same place, unless the chairperson specifies another place at the time of the adjournment or written notice of another place is given to the members before the day to which the meeting is adjourned.

## **20.6 SPECIAL QUORUM OF A RECONVENED AGM**

If a quorum is not present within 30 minutes after the commencement time of an AGM held under subclause 20.5(b) and at least 2 ordinary members are present at the meeting, then members present are taken to constitute a quorum.

## **21. AMENDING CONSTITUTION**

The Club can only amend or rescind any of its rules by way of special resolution, in accordance with the Act and otherwise in compliance with Part 3, Division 2 of the Act.

## **22. ADJOURNMENT OF GENERAL MEETING**

### **22.1 ADJOURNMENT**

The chairperson of a general meeting at which a quorum is present may, with the consent of a majority of the ordinary members present at the meeting, adjourn the meeting to another time at the same place or at another place.

### **22.2 REASONS FOR ADJOURNMENT**

Without limiting clause 22.1, a meeting may be adjourned:

- (a) if there is insufficient time to deal with the business at hand; or
- (b) to give the members more time to consider an item of business.

### **22.3 NO FURTHER BUSINESS ON RESUMPTION**

No business may be conducted on the resumption of an adjourned meeting other than the business that remained unfinished when the meeting was adjourned

### **22.4 NOTICE OF ADJOURNMENT**

Notice of the adjournment of a meeting under this clause is not required unless the meeting is adjourned for 14 days or more, in which case notice of the meeting must be given in accordance with clause 19.

## **23. VOTING AT GENERAL MEETING**

### **23.1 ONE VOTE PER MEMBER**

On any question arising at a general meeting subject to clause 23.3, each member has one vote unless the member is a playing member.

### **23.2 ORDINARY RESOLUTION**

Except in the case of a special resolution, a motion is carried if a majority of the members present at a general meeting vote in favour of the motion.

### **23.3 CHAIR HAS CASTING VOTE**

If votes are divided equally on a question, the chairperson of the meeting has a second or casting vote.

### **23.4 CONFIRMATION OF MINUTES OF PREVIOUS GENERAL MEETING**

If the question is whether or not to confirm the minutes of a previous general meeting, only members who were present at that meeting may vote.

## **24. MINUTES OF AGM**

### **24.1 AGM MINUTES TO BE TAKEN**

The Secretary, or a person authorised by the Executive from time to time, must take and keep minutes of each general meeting.

### **24.2 REQUIREMENTS**

The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.

### **24.3 ADDITIONAL REQUIREMENTS**

In addition, the minutes of each AGM must record:

- (a) the names of the members attending the meeting; and
- (b) the financial statements of the Club for the preceding financial year presented under Part 5 of the Act.

### **24.4 MINUTES TO BE ENTERED**

The minutes of a general meeting must be entered in the Association's minute book within 30 days after the meeting is held.

### **24.5 SIGNING OF MINUTES**

The chairperson must ensure that the minutes of a general meeting are reviewed and signed as correct by:

- (a) the chairperson of the meeting; or
- (b) the chairperson of the next general meeting.

### **24.6 SIGNED MINUTES**

When the minutes of a general meeting have been signed as correct they are, in the absence of evidence to the contrary, taken to be proof that:

- (a) the meeting to which the minutes relate was duly convened and held; and
- (b) the matters recorded as having taken place at the meeting took place as recorded; and
- (c) any election or appointment purportedly made at the meeting was validly made.

## **25. CLUB FUNDS AND PROPERTY**

### **25.1 SOURCE OF FUNDS**

The funds of the Club may be derived from registration fees, annual subscriptions, donations, fund-raising activities, grants, sponsorship, interest and any other sources approved by the Executive.

### **25.2 BANKING**

All Club funds shall be banked at frequent intervals.

### **25.3 EXECUTIVE TO DETERMINE BANK**

Club funds shall be banked in the name of the Club at a Bank or Society selected by the Executive considered suitable to the needs of the Club.

**25.4 EXPENDITURE APPROVAL BY EXECUTIVE**

Subject to any restrictions imposed at a general meeting, the Executive may approve expenditure on behalf of the Club.

**25.5 EXECUTIVE MAY AUTHORISE TREASURER**

The Executive may resolve by majority to authorise the treasurer to expend funds on behalf of the Club up to a specified limit without requiring approval from the Executive for each item on which the funds are expended.

**25.6 SIGNING OF AUTHORISED CLUB CHEQUES**

Any Club payment authorised for issue shall be approved by any 2 members of the Executive.

**25.7 PAYMENT OF ACCOUNTS**

All Club accounts shall be paid promptly.

**25.8 RECEIPTS AND EXPENDITURE RECORDS TO BE MAINTAINED**

Adequate records of receipts and expenditure will be maintained at all times and all such records will be available for inspection by the President, who has the power to examine any record at any time.

**26. NOT FOR PROFIT NATURE OF THE CLUB**

**26.1 PROPERTY AND INCOME**

The property and income of the Club must be applied solely towards the promotion of the objects or purposes of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member, officer or employee of the Club except in good faith in the promotion of those objects or purposes.

**26.2 PAYMENT TO MEMBERS TO BE AUTHORISED**

A payment may be made to a member out of the funds of the Club only if it is authorised under clause 26.3.

**26.3 CIRCUMSTANCES OF PAYMENT LIMITED**

A payment to a member out of the funds of the Club is authorised if it is:

- (a) the payment in good faith to the member as reasonable remuneration for any services provided to the Club, or for goods supplied to the Club, in the ordinary course of business; or
- (b) the payment of interest, on money borrowed by the Club from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or



- (c) the payment of reasonable rent to the member for premises leased by the member to the Association; or
- (d) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Club.

## **27. DISPOSAL OF PROPERTY**

### **27.1 REAL PROPERTY**

No real property shall be disposed of in any way (whether by sale, bequest, gift or any other means) except unless the disposal has been approved of by not less than the majority of the members who attend a special meeting for the purpose and who vote. A majority vote will authorise the President and two other authorised members to affix the common seal of the Club and to sign the documents of sale.

### **27.2 NON-REAL PROPERTY**

Property, not being real property, having a value of \$500.00 or more shall not be disposed of except with the authority of the Executive. Property, not being real property, having a value of less than \$500.00 may be disposed of under the authority of the President, Vice President or Treasurer or, where the property is used in the canteen, additionally by the canteen manager.

## **28. FINANCIAL STATEMENTS**

### **28.1 EXECUTIVE MUST ENSURE FULFILLMENT OF STATUTORY OBLIGATIONS**

For each financial year, the Executive must ensure that the requirements imposed on the Club under Part 5 of the Act relating to the financial statements or financial report of the Club are met.

### **28.2 REQUIREMENTS**

Without limiting clause 28.1, those requirements include —

- (a) the preparation of the financial statements; and
- (b) if required, the review or auditing of the financial statements or financial report, as applicable; and
- (c) the presentation to the AGM of the financial statements or financial report, as applicable;

### **28.3 AUDITOR**

The Auditor, if required, shall be appointed on a majority vote of the members attending the AGM of the previous year.

## **29. FINANCIAL YEAR**

- (a) The financial year of the Club shall commence on 1 November of each year.

- (b) Each subsequent financial year of the Club is the period of 12 months commencing at the termination of the previous financial year.

## **30. INSURANCE**

As the Club can sue or be sued in its own name, and in its own right, suitable Public Liability Insurance and any other relevant insurance shall be taken out each football season, to cover and protect the Club, against litigation or any claim for or against it.

## **31. DISSOLUTION OF THE CLUB**

### **31.1 SPECIAL GENERAL MEETING REQUIRED**

The Club may be dissolved or wound up by a resolution at a SGM called for this purpose. This resolution must be passed by three quarters (75%) of members present at the meeting.

### **31.2 CLUB ASSETS**

After all debts and liabilities are settled any remaining monies or property whatsoever, shall not be paid to or distributed to any members of the Club but shall be given to some other , institution or body, having similar objectives, with the proviso, that the chosen , institution or body, shall not distribute said monies or property amongst its members, but shall if the monies or property are not required by the chosen club, be given to some charitable object or institution. This charitable object or institution shall be named beforehand by the Club winding-up, and any default from this distribution of monies or property would be resolved by a Judge of the District Court.

## **32. RESOLVING DISPUTES**

### **32.1 GRIEVANCE PROCEDURE**

The procedure set out in this Division (the grievance procedure) applies to disputes —

- (a) between members; or
- (b) between one or more members and the Association.

### **32.2 DEFINITIONS**

In the clauses below

- (a) ***‘grievance procedure’*** means the procedures set out in the following clauses;
- (b) ***‘party to a dispute’*** includes a person –
  - (i) who is a party to the dispute; and
  - (ii) who ceases to be a member within 6 months before the dispute has come to the attention of each party to the dispute.

**33. PARTIES TO ATTEMPT TO RESOLVE A DISPUTE**

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

**34. HOW GRIEVANCE PROCEDURE IS STARTED**

**34.1 PARTY TO GIVE NOTICE TO SECRETARY**

If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 32 above, any party to the dispute may start the grievance procedure by giving written notice to the Secretary of:

- (a) the parties to the dispute; and
- (b) the matters that are the subject of the dispute.

**34.2 EXECUTIVE MEETING TO BE CONVENED**

Within 28 days after the Secretary is given the notice, a meeting of the Executive meeting must be convened to consider and determine the dispute.

**34.3 SECRETARY TO GIVE NOTICE TO PARTIES**

The Secretary must give each party to the dispute written notice of the Executive meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.

**34.4 REQUIREMENTS OF NOTICE**

The notice given to each party to the dispute must state:

- (a) when and where the meeting is to be held; and
- (b) that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Executive about the dispute.

**34.5 A PARTY MAY REQUEST MEDIATOR**

If the dispute is between one or more members and the Club and any party to the dispute gives written notice to the Secretary stating that the party:

- (a) does not agree to the dispute being determined by the Executive; and
- (b) requests the appointment of a mediator under clause 36:

the Executive must not determine the dispute.

## **35. DETERMINATION OF DISPUTE BY THE EXECUTIVE**

### **35.1 PROCESS AT MEETING**

At the Executive meeting at which a dispute is to be considered and determined, the Executive must:

- (a) give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Executive about the dispute; and
- (b) give due consideration to any submissions so made; and
- (c) determine the dispute.

### **35.2 NOTICE OF DETERMINATION**

The Executive must give each party to the dispute written notice of its determination, and the reasons for the determination, within 7 days after the meeting at which the determination is made.

### **35.3 PARTY MAY REQUEST APPOINTMENT OF MEDIATOR**

A party to the dispute may, within 14 days after receiving notice of the Executive's determination under clause 35.1(c), give written notice to the Secretary requesting the appointment of a mediator under clause 36.

### **35.4 PARTIES TO MEDIATION**

If notice is given under clause 35.3, each party to the dispute is a party to the mediation.

## **36. CIRCUMSTANCES WHEN MEDIATOR APPOINTED**

Clauses 37, 38 and 39 apply if written notice has been given to the Secretary requesting the appointment of a mediator:

- (a) by a member who has been suspended by the Executive; or
  - (b) by a party to a dispute under clause 34.3 or 35.3,
- in which case, a mediator must be chosen or appointed under clause 37.

## **37. APPOINTMENT OF MEDIATOR**

### **37.1 CHOICE OF MEDIATOR**

The mediator must be a person chosen:

- (a) if the appointment of a mediator was requested by a member who has been suspended — by agreement between the member and the Executive ; or
- (b) if the appointment of a mediator was requested by a party to a dispute under clause 34.3 or 35.3 — by agreement between the parties to the dispute.

### **37.2 EXECUTIVE MAY APPOINT**

If there is no agreement for the purposes of subclause 37.1(a) or (b) then, subject to clauses 37.3 and 37.4, the Executive must appoint the mediator.

### **37.3 QUALIFICATIONS OF EXECUTIVE APPOINTED MEDIATOR**

The person appointed as mediator by the Executive must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre, if the appointment of a mediator was requested by

- (a) a member who has been suspended; or
- (b) a party to a dispute under clause 34.3; or
- (c) a party to a dispute under clause 35.3 and the dispute is between one or more members and the Club.

### **37.4 NO BIAS**

The person appointed as mediator by the Executive may be a member or former member of the Club but must not:

- (a) have a personal interest in the matter that is the subject of the mediation; or
- (b) be biased in favour of or against any party to the mediation.

## **38. MEDIATION PROCESS**

### **38.1 PARTIES TO ATTEMPT SETTLEMENT**

The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.

### **38.2 STATEMENTS OF ISSUES**

Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least five days before the mediation takes place.

### **38.3 MEDIATOR'S OBLIGATIONS**

In conducting the mediation, the mediator must

- (a) give each party to the mediation every opportunity to be heard; and
- (b) allow each party to the mediation to give due consideration to any written statement given by another party; and
- (c) ensure that natural justice is given to the parties to the mediation throughout the mediation process.

### **38.4 NO POWER TO DETERMINE**

The mediator cannot determine the matter that is the subject of the mediation.

**38.5 CONFIDENTIALITY**

The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.

**38.6 COSTS**

The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

**39. IF MEDIATION RESULTS IN DECISION TO SUSPEND OR EXPEL BEING REVOKED**

If:

- (a) mediation takes place because a member whose membership is suspended or who is expelled from the Club gives notice under clause 36(a); and
- (b) as the result of the mediation, the decision to suspend the member's membership or expel the member is revoked,

that revocation does not affect the validity of any decision made at an Executive meeting or general meeting during the period of suspension or expulsion.

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## APPENDIX 1

### SUGGESTED LISTS OF DUTIES OF OFFICE HOLDERS

#### **1. THE PRESIDENT**

THE PRESIDENT shall-

1. Preside at all CLUB MEETINGS at which he/she is in attendance.
2. Ensure that all new OFFICIALS are properly elected and welcomed.
3. Ensure that order and decorum is maintained at all times.
4. Ensure that all CLUB OFFICIALS discharge their allocated duties in an efficient and proper manner.
5. Ensure that CLUB discipline is observed at all times
6. Adhere to the order to business as prescribed by the LAWS of The Club.
7. Have the power to dismiss from office any CLUB OFFICIAL who in the opinion of the EXECUTIVE, is behaving or performing in a manner detrimental to the welfare of the Club, provided that said OFFICIAL has the RIGHT OF APPEAL, through the calling of a SPECIAL GENERAL MEETING for that purpose.
8. Have the power to deal with urgent matters of minor nature without prior reference to the EXECUTIVE.
9. At all Club meetings at which he is in attendance requiring a Vote of any description he is entitled to exercise a deliberate vote in addition to a casting or second vote.

#### **2. VICE PRESIDENT**

THE VICE PRESIDENT shall-

1. In the absence of THE PRESIDENT, preside at the MEETINGS of the Club.
2. Have all the powers of THE PRESIDENT, when presiding at CLUB MEETINGS.
3. Support THE PRESIDENT at all times in enforcing proper respect in his office, and preserving due decorum and goodwill with the Club.

## **THE TREASURER**

THE TREASURER shall-

1. Receive all CLUB monies on behalf of the Club, including all MEMBERSHIP FEES and all monies collected through FUND RAISING activities.
2. Issue a proper form of receipt for all CLUB monies received.
3. Pay all CLUB monies received in to an authorised CLUB account.
4. Keep proper records of all financial transactions of the Club.
5. Prepare an itemised account of CLUB transactions of the Club
6. Have the power to pay accounts of a minor nature without prior reference to THE EXECUTIVE for approval.
7. Prepare and finalise all Books of Account at the end of The Football Season, ready to present to MEMBERS at THE ANNUAL GENERAL MEETING, where said MEMBERS shall APPROVE by MAJORITY VOTE, an AUDITOR to audit the Books of Account of the Club.

## **4 THE SECRETARY**

THE SECRETARY shall-

1. Attend all meetings of the Club as requested by the Executive or the President .
2. Keep a true record of proceedings at all CLUB MEETINGS and enter same in the Minute Book of the Club.
3. Under the direction of THE PRESIDENT attend to all CLUB correspondence.
4. Perform such other duties from time to time as the Club may require.