



# GLADESVILLE-HORNSBY FOOTBALL ASSOCIATION INCORPORATED

## CONSTITUTION

### 1. Objects of the Association

- a. To foster and develop the game of Association football in the North Western districts of Sydney by organizing competitions for junior and senior teams.
- b. To foster and support the development of Gladesville-Hornsby Football Association Incorporated in competitions conducted by Football NSW Limited where appropriate.
- c. To adopt and implement such policies as may be developed by FFA or FNSW, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in football.
- d. To do all such things as are incidental or conducive to attainment of the objects of the Association.

### 2. Definitions and Interpretation

#### 2.1 In this constitution:

**Association** means the Gladesville-Hornsby Football Association Incorporated

**Director-General** means the Director-General of the Department of Services, Technology and Administration.

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

**Ordinary Committee Member** means a member of the committee who is not a Director of the Association.

**Member** – a member of the Association includes:

- affiliated clubs;
- officials of the Association;
- Life Members.

**Life Member** means an individual appointed as a Life Member of the Association under clause 6.

**Person** means a natural person and includes a body corporate, firm or body of persons.

**Referee** means not only a referee appointed by Gladesville-Hornsby Football Referees' Association (GHFRA) but also a person, coach or manager who officiates as a referee in the absence of one appointed by GHFRA.

**Annual General Meeting** means the annual general meeting of the Association held in accordance with clause 15(1)

**Special General Meeting** means a general meeting of the association other than an annual general meeting.

**the Act** means the Associations Incorporation Act 2009.

**the Regulation** means the Associations Incorporation Regulation 2010.

## **2.2 In this constitution:**

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes where the function is a duty, a reference to the performance of the duty.
- (c) where the following abbreviations appear throughout the rules and by-laws they shall have the meanings as set out hereunder:

AGM	-	Annual General Meeting
SGM	-	Special General Meeting
MC	-	Management Committee
MCM	-	Management Committee Meeting
P & D C	-	Protests and Disciplinary Committee
GC	-	Grading Committee
AC	-	Appeals Committee
GHFA Inc	-	Gladesville-Hornsby Football Association Inc
GHFRA	-	Gladesville-Hornsby Football Referees' Association
FNSW	-	Football New South Wales Limited
FFA	-	Football Federation Australia

## **2.3 Severance**

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

## **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution

## **2.5 Interpretation**

The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.

## **3. Membership**

### **3.1 Membership generally**

A person is eligible to be a member of the association if:

- (i) the person is a natural person, and
- (ii) the person has been nominated for, and approved for membership, by the association.

**3.2** To be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership under this Constitution.

## **4. Cessation of membership and re-affiliation**

### **4.1 Cessation of membership**

A person ceases to be a member of the association if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the association, or
- (d) fails to pay the annual membership fee under clause 8 (2) within 3 months after the fee is due.
- (e) any club who fails to attend three (3) MC Meetings in a row shall be disaffiliated.

### **4.2 Re-affiliation**

- (a) Clubs must re-affiliate annually with the Association in accordance with the procedures setdown by the Association from time to time.
- (b) Upon re-affiliation a Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Association. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the constitutions of FNSW and/or FFA..

### **4.3 Deemed Membership**

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under clause 3(a) shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

### **4.4 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the association:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

### **4.5 Resignation of membership**

- (a) A member of the association may resign from membership of the association by first giving to the secretary written notice of at least one month (or such other period as the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.
- (b) If a member of the association ceases to be a member under subclause (1), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

## **4.6 Register of members**

- (a) The public officer of the association must establish and maintain a register of members of the association specifying the name and postal or residential address of each person who is a member of the association together with the date on which the person became a member.
- (b) The register of members must be kept in New South Wales:
  - (i) at the main premises of the association, or
  - (ii) if the association has no premises, at the association's official address.
- (c) The register of members must be open for inspection, free of charge, by any member of the association at any reasonable hour.
- (d) A member of the association may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.
- (e) If a member requests that any information contained on the register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.
- (f) A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
  - (i) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the association or other material relating to the association, or
  - (ii) any other purpose necessary to comply with a requirement of the Act or the Regulation.

## **5. Fees and subscriptions**

- (a) A member of the Association must, on admission to membership, pay to the association a fee of \$1 or, if some other amount is determined by MC, that other amount.
- (b) In addition to any amount payable by the member under sub-clause (1), a member of the association must pay to the association an annual membership fee of \$2 or, if some other amount is determined by MC, that other amount.

## **6. Life members**

Any person who has rendered service to the Association may be elected a Life Member by an AGM or GM provided that not more than one person shall be elected per annum. A Life Member shall be entitled to be present and vote at all AGMs and GMs only. This clause shall not affect any rights which any person may have under other clauses of this Constitution or the Association's By-laws.

## **7. Members' liabilities, obligations and acknowledgements**

**7.1** The liability of a member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by clause 5.

### **7.2 Members acknowledge and agree that:**

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-laws and the Constitution and regulations and regulations of FNSW and FFA;
- (b) they shall comply with and observe this Constitution and the By-laws and any determination, resolution or policy which may be made or passed by an authorised entity of the Association;

- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association, FNSW and FFA;
- (d) the Constitution and By-laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football in the Region; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

### **7.3 Recognition of Association**

Members acknowledge and agree that the Association is a member of FNSW and is recognised by FNSW as the controlling authority for football in the Region and subject to compliance with this Constitution and the constitutions of FNSW and FFA shall continue to be so recognised and shall administer football in the Region in accordance with the Objects.

### **7.4 Compliance of Association**

Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and football;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of football, its standards, quality and reputation for the benefit of the Members and football;
- (e) at all times act in the interests of the Members and football;
- (f) not resign, disaffiliate or otherwise seek to withdraw from FNSW without approval by Special Resolution; and
- (g) abide by the constitutions and the rules of FNSW and FFA and the Laws of the Game.

### **7.5 Operation of Constitution**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and football are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and
- (b) to ensure the maintenance and enhancement of football its standards, quality and reputation for the benefit of the Members and football;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of football and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of football and the Members;
- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

## **8. Resolution of disputes**

- (a) A dispute between a member and another member (in their capacity as members) of the association, or a dispute between a member or members and the association, is to be referred to a community justice centre for mediation under the Community Justice Centres Act 1983.

(b) If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration.

(c) The *Commercial Arbitration Act 1984* applies to any such dispute referred to arbitration.

## **9. Disciplining of members**

(a) A complaint may be made to the MC by any person that a member of the Association:

- (i) has refused or neglected to comply with a provision or provisions of this constitution, or
- (ii) has wilfully acted in a manner prejudicial to the interests of the association.

(b) The MC may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature. In the alternative, the MC may refer the complaint to the P & D C.

(c) If the MC decides to deal itself with the complaint, the MC:

- (i) must cause notice of the complaint to be served on the member concerned, and
- (ii) must give the member at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and
- (iii) must take into consideration any submissions made by the member in connection with the complaint

(d) The MC may, by resolution, expel the member from the association or suspend the member from membership of the association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.

(e) If the MC expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under clause 10.

(f) The expulsion or suspension does not take effect :

- (i) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
- (ii) if within that period the member exercises the right of appeal, unless and until the association confirms the resolution under clause 10, whichever is the later.

(g) For the purposes of this clause and clause 10, *member* includes a member or official of an affiliated club.

## **10. Right of appeal of disciplined member**

(a) A member may appeal to the association in general meeting against a resolution of the MC under clause 9, within 7 days after notice of the resolution is served on the member, by lodging with the Secretary of the Board a notice to that effect.

(b) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

(c) On receipt of a notice from a member under subclause (a), the secretary must convene a general meeting of the association to be held within 28 days after the date on which the secretary received the notice.

(d) At a general meeting of the association convened under sub clause (c):

- (i) no business other than the question of the appeal is to be transacted, and
- (ii) the MC and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
- (iii) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

(e) The appeal is to be determined by a simple majority of votes cast by members of the association.

## **11. Scope of Jurisdiction**

**11.1** The Association shall affiliate for the forthcoming season in accordance with the decision made at each AGM. It shall adopt the Laws of the Game as set down by the International Football Association Board and shall apply the decisions, interpretations and amendments thereof, approved by FNSW.

**11.2** The jurisdiction of the Association shall cover all Association Officials, Clubs, Teams, Grounds, Club Officials, Team Officials and matches within its boundaries.

**11.3** The jurisdiction of the Association may be extended beyond its boundaries by arrangement with other soccer Associations and with the approval, if necessary of FNSW. Jurisdiction shall also cover players representing the Association in matches or competitions played outside its boundaries.

**11.4** All teams playing Association Football under the rules laid down by the International Board shall be eligible to play under the Association.

**11.5** The Association may conduct matches or such functions as it may deem desirable and no Club shall organise matches or functions which conflict with the Association's events without first obtaining permission of the Association.

- 11.6**
- (a) The Association shall at all times be bound by the Constitution, Rules and Regulations of FNSW
  - (b) Where there is any inconsistency between any provision of the Rules of GHFA Inc. and those of FNSW, then to the extent of such inconsistency the Constitution or Rules and Regulations of FNSW shall prevail.
  - (c) GHFA Inc. shall be bound by the lawful decisions of the Board of Football NSW Ltd. and it shall do all things reasonably necessary to implement and enforce such decisions.

## **12. Composition of the Board**

### **12.1 The Board shall comprise:**

Eight (8) elected Directors; who shall be elected under clause 14 . A Director cannot also be a Delegate.

### **12.2 Portfolios**

The Board may allocate portfolios and/or titles to Directors

## **13. Powers of the Board**

Subject to the Act and this Constitution, the business of the Association shall be managed, and the Board shall exercise the powers of the Association. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the region.

## **14. Election of Directors**

### **14.1 Nominations**

- (a) Nominations for Director positions shall be called for not later than 30 September each year
- (b) Nominations must be in writing on the prescribed form provided for that purpose
- (c) The Association shall forward a list of nominees to each affiliated Club at least fourteen (14) days prior to the AGM

## **14.2 Elections**

- (a) If the number of nominations received for the Board is equal to the number of vacancies, then those nominated shall be declared elected
- (b) If there are insufficient nominations received to fill all vacancies on the Board, then further nominations can be called to fill the vacant positions at the first MC Meeting of the year.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.
- (e) Directors shall hold office from the AGM at which they are appointed until the succeeding AGM.
- (f) Any Director deemed guilty of conduct considered prejudicial to the interests of the Association may be removed from the Board by a majority vote at a MCM. The MC may be resolution appoint another person to hold office until the expiration of the term of office of the Director so removed.
- (g) Any Director wishing to resign may do so by giving written notice to the Board.
- (h) The Association shall indemnify and hold harmless for costs any Director of the Association or MC member against all actions, claims and suits either at law or in equity for damages arising out of or as a direct result of he/her/they holding office.

## **15. Directors' Interests**

A Director is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the MC. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any official is in any way interested will be void unless approved by the MC.

## **16. Conflict of Interest**

A Director shall declare his/her interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise at a meeting of the Board or the MC, and shall, unless otherwise determined by the Board or the MC, as the case may be, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the official votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an official to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board or MC (as the case may be) or if this is not possible, the matter shall be adjourned or deferred.

## 17. Disclosure of Interests

The nature of the interest of such Director must be declared by the Director at the meeting of the EC or the MC at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board or the MC after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board or the MC held after the Director becomes so interested.

All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

## 18. General Disclosure

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under subclause (18) as regards such official and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

## 19. Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with subclauses (16), (17) or (18) must be recorded in the minutes of the relevant meeting.

## 20. Committees

(a) **Protests & Disciplinary Committee:** {quorum shall be (2)}

- Chairperson of P & D C who will be a member of the Board
- Vice Chairperson of P & D C
- Secretary P & D C
- Additional members.

Members of the P & DC shall be excluded from voting where it is considered by the Chairperson that they have a vested interest in the matter under consideration.

(b) **Appeals Committee:** {quorum shall be (4)}

- Chairman of the Board (Chairperson)
- Secretary of the Board or other appropriate Board Member
- A member of the Executive of at least two (2) Clubs

Members of the AC shall be excluded from voting where it is considered by the Chairperson that they have a vested interest in the Appeal or voted on a decision which is being appealed against.

A member of GHFRA may be invited to attend such meeting and advise on the laws of the game, but shall not be entitled to vote.

(c) **Strip Committee:** {quorum shall be (2)}

- Vice Chairperson of the Board
- Members of the Association (2) who shall be elected at a MCM.

(d) **Grading Committee:**

- Competitions Director

- Members of the Association (5) who shall be elected at the AGM or MCM. (Only one delegate from each Club may be elected).

(e) **Management Committee:**

- Directors of the Association
- One Delegate from each affiliated club

(f) **Representative Committee:** {quorum shall be two (2)}

- Chairman of the Board
- Representative Football Director
- Representative Secretary

The term of each Committee shall commence from the AGM or MCM at which they are elected/appointed to the succeeding AGM.

## **21. Delegation by Board or MC to sub-committee**

**21.1** The Board or MC may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the association as the Board or MC, as the case may be, thinks fit) the exercise of such of the functions of the committee as are specified in the instrument, other than:

- (a) this power of delegation, and
- (b) a function which is a duty imposed on the Board or MC or the public officer by:
  - (i) the Act or by any other law, or by
  - (ii) this constitution, or by
  - (iii) resolution of the Association in general meeting

**21.2** 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.

**21.3** A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation. The delegation may be revoked, by instrument in writing, at any time wholly or partly, by the entity which originally made it.

**21.4** Despite any delegation under this clause, the Board or MC, as the case may be, may continue to exercise any function delegated.

**21.5** The MC may, by instrument in writing, revoke wholly or in part any delegation under this clause.

**21.6** A sub-committee may meet and adjourn as it thinks proper.

## **22. Voting and decisions of Board or MC or sub-committees**

(a) Questions arising at a meeting of the Board, MC or of any sub-committee appointed by the Board or MC, are to be determined by a majority of the votes of members of the Board, MC or sub-committee (as the case may be) present at the meeting.

(b) Each member present at a meeting of the Board, MC or of any sub-committee appointed by the Board or MC (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

(c) Subject to clause 21 (1), the MC may act despite any vacancy on the committee.

(d) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board, MC or by a sub-committee appointed by the Board or MC, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board, MC or sub-committee.

(e) **Resolutions not in Meeting**

(i) Subject to 21(1), a resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex, e-mail or other form of visible or other electronic communication shall be as valid and effectual as if it had been passed at a meeting of the Board, MC or of any sub-committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the officials of the Association.

(ii) Without limiting the power of the Board or MC to regulate its meetings as it thinks fit, a meeting of the Board or MC (as the case may be) may be held where one (1) or more of the officials of the Association is not physically present at the meeting, provided that:

(A) 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;

(B) notice of the meeting is given to all persons entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or MC or this Constitution and such notice specifies that officials are not required to be present in person;

(C) if a failure in communications prevents paragraph (i) from being satisfied by that number of persons which constitutes a quorum, and none of such persons are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until paragraph (i) is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have terminated or adjourned.

## 23. Functions of Committees

(1) **Protests & Disciplinary Committee:**

(a) All members of the P & D C shall be fully conversant with the laws of the game.

(b) Members of the P & D C may not be members of the AC.

(c) The onus of proving charges and grounds of protests shall be on the person making them.

(d) The P & D C shall have the power to hear and determine matters relating to the following

- Any player ordered off the field of play by a referee.
- Any player reported to the Association for unsporting conduct off the field of play or for persistent infringement of the Laws of the Game.
- Protest by any team concerning the eligibility of any player participating in matches conducted by the Association.
- Protests by any team concerning Points of Law.
- Matters concerning lack of discipline amongst Club Officials, spectators and any other participant in football which may reflect on the good name of the Association.
- Any other matter referred by the MC or Executive.
- Any breach of the Objects, Constitution and By-Laws of the Association.
- And where no penalty is imposed by the Constitution or by-Laws, the P & D C shall recommend to the Executive and/or MCM the imposition of the appropriate penalty, fine or bond.

(e) There shall be a right of appeal to the AC upon the appellant's club giving notice in writing

together with the relevant appeal fee, to the office of the Association within seven (7) of the decision of the P & D C.

- (f) Players whose penalty has been appealed are suspended from playing until the AC has heard the case. The AC shall convene within an appropriate time and notice of the date and time of the AC hearing shall be conveyed to the appellant's club.
- (g) Persons appearing before the P & D C may not take legal representation to that hearing.

(2) **Appeals Committee:**

- (a) All members of the AC shall be fully conversant with the Laws of the game.
- (b) Members of the AC shall be empowered to hear and determine all Appeals against decisions made by the P & D C.
- (c) An aggrieved member may appeal against the decision of the AC to FNSW (Sydney Branch) within seven (7) days - details of appeal procedure to be obtained from the Association office.
- (d) The P & D C shall provide to the AC the player's record of previous offences.
- (e) Any member, except Life Member, may appeal to the AC against a decision of the P & D C provided that such an appeal is lodged in writing together with the Appeal Fee, at the office of the Association within seven (7) days of notification of the decision of the P & D C.
- (f) The GHFRA may appeal to the AC against a decision of the P & D C on any matter which directly affects the referee or assistant referee of a game.
- (g) Persons appearing before the AC may be accompanied by a legal representative upon giving 48 hours notice of such intention and on lodgement of \$500 to cover the cost of the Association's legal representative which is additional to the Appeal Fee.

(3) **Strip Committee:**

- (a) The Strip Committee shall be empowered to approve or reject any new strip or changes to existing strip (including advertising) and to require alternate strip to be used against certain Clubs where colours are similar.
- (b) The Strip Committee shall maintain a record of strip approved and requirements for changing to alternate strip and shall meet as required having been given 48 hours notice, however notice may be waived at the discretion of the Chairperson.

(4) **Grading Committee:**

The Grading Committee shall grade all teams who play in GHFA Inc.

(5) **Management Committee:**

- (a) (i) The MC shall consist of one (1) delegate from each of the affiliated Clubs and the Directors of the Association. The delegate shall be a member of the Executive or Management Committee of the affiliated Club who is in a position to have knowledge of the current affairs of such Club. In the event of the named delegate not being able to attend a meeting, each affiliated Club shall nominate an alternate delegate, such person to have the qualifications as described herein.
- (ii) Questions arising at the meeting shall be determined by a majority of the votes of members of the MCM present and entitled to vote.
- (iii) The MC shall meet as required, normally Wednesday. A Special MCM may be called by the Secretary by giving, where possible, 24 hours notice to members.
- (iv) A quorum shall be:
  - At least four (4) of the Directors of the Association and
  - Half of Affiliated Clubs

- (v) Any member of the MC deemed guilty of conduct considered prejudicial to the interest of the Association may be removed by a majority at any MCM.
- (vi) If within half an hour after the appointed time for the commencement of a MCM a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (vii) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than seven) shall constitute a quorum.
- (viii) The accepted rules of Parliamentary Debate shall apply to all MCMs.
- (ix) The MC shall generally administer the Association business, which shall include:-

- (1) Admission or rejection of application by teams for registration and decisions on competitions to be conducted.
- (2) Admission or rejection of applications by persons for regrading or transfers.
- (3) Approval or rejection of player's application for regrading or transfers.
- (4) Suspension of any Club from participation in any competition or matches under the jurisdiction of the Association.
- (5) Suspension or expulsion of any Club Official or Club Member (who is not an Association Official or member of the MC) from participation in Association affairs where such Club Official or Club Member is deemed guilty of conduct considered prejudicial to the interests of the Association.
- (6) Control and management of all finances of the Association with the exception of honoraria.
- (7) Control and management of all competitions and matches conducted by the Association.
- (8) Instructions to the Competitions Director to make alterations to match results and point scores, resulting from cases or proved ineligibility of players.
- (9) Formation of Sub-Committees such as Social, Constitution and Ladies Auxiliary etc.
- (10) Appointment of delegates to represent the Association at meetings of the body to which it is affiliated. (The delegate/s shall vote as authorised by the Association or if not specifically instructed, in the manner they deem to be in the best interests of the game and the Association).

- (b) (i) Any member except Life Member may move for a rescission of any motion carried by the MC. Such rescission motion to be heard and dealt with by a SGM. The member should submit the rescission motion to the office of the Association with seven (7) days of notification by the MC.
- (ii) If still dissatisfied the member may appeal to the body with which the Association is affiliated in accordance with such body's constitution.

(6) **Representative Committee:**

The Representative Committee shall:

- (a) Administer representative football for the Association.
- (b) Foster and develop football in the Gladesville-Hornsby area at a representative level.

- (c) Promote excellence in playing and coaching standards.
- (d) Report its actions to the MC and supply the MC with regular reports on the progress of all representative teams of the Association.

## **24. General Meetings**

### **24.1 Annual general meetings—holding of**

The Association must hold its annual general meetings:

- (a) within 6 months after the close of the association's financial year, or
- (b) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

### **24.2 Annual general meetings—calling of and business at**

(1) The Annual General Meeting of the Association is, subject to the Act and to clause 24.1, to be convened on such date and at such place and time as the Board thinks fit, provided it is held no later than 30 November in each year.

(2) In addition to any other business which may be transacted at an AGM, the business of the AGM shall be:

- (a) to confirm the minutes of the last preceding AGM and of any SGM held since that meeting;
- (b) to receive from Committees or Officials reports on the activities of the Association during the last preceding financial year;
- (c) to receive and consider any financial statement or report required to be submitted to members under the Act;
- (d) to consider granting reimbursement of expenses as per clause 29.
- (e) to affiliate as required by clause 26.

(3) New clubs desiring affiliation for the following season shall then be admitted.

(4) The Chairperson shall next declare all offices vacant and the elections of the Board shall then take place.

(5) At this stage the meeting shall continue to General Business including any alterations to the Constitution, by special resolution.

(6) An AGM must be specified as such in the notice convening it.

### **24.3 Management Committee Meetings**

(1) The order of business at a MCM shall be:

- (a) Reading of the Minutes of the previous MCM.
- (b) Business Arising from the Minutes.
- (c) Adoption of the Minutes of the previous meeting.
- (d) Correspondence.
- (e) Reports by Directors, GHFRA and others.
- (f) Motions on Notice.
- (g) General Business.

(2) The MCM shall hear any matter which may result in the expulsion of any Club from participating in any competition or matches under the jurisdiction of the Association.

## 24.4 Special General Meetings

- (1) SGMs shall be convened as follows:-
  - (a) By a resolution carried at a MCM.
  - (b) By a decision of the majority of the Board.
  - (c) By a requisition in writing to the Secretary of the Board signed by the Secretaries of at least three affiliated Clubs.
  - (d) By a requisition in writing to the office of the Association from any Club whose affiliation has been rejected by the MC.
  - (e) By a requisition in writing by any member except Life Member.
  
- (2) A requisition for a SGM –
  - (a) Shall state the purpose or purposes of the meeting.
  - (b) Shall be signed by those making the requisitions.
  - (c) May consist of several documents in a similar form, each signed by one or more of those making the requisition.
  
- (3) If the Board fails to convene a SGM to be held within one month after the date on which a requisition for the meeting is lodged with the Secretary of the Board, any one or more of those who made the requisition may convene a SGM to be held not later than three months after that date.
  
- (4) SGMs may be called for the following purposes only:-
  - (a) To deal with any revision, alteration or amendment to the Constitution which cannot be held over until the next AGM.
  - (b) To deal with any Notices of Motion for changes to the By-Laws of the Association
  - (c) To deal with any written Notice of Motion seeking rescission of any resolution carried at an MCM.
  - (d) To deal with any matter of an urgent nature which cannot be held over to the next meeting.
  
- (5) **Notice:**
  - (a) Except where the nature of the business proposed to be dealt with at a SGM requires a special resolution of the Association, the Secretary of the Board shall at least 14 days before the date fixed for the holding of the SGM cause to be sent by post to each member at the member's address appearing in the register of members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
  - (b) Where the nature of the business proposed to be dealt with at a SGM requires a special resolution of the Association, the Secretary of the Board shall, at least 21 days before the date fixed for the holding of the SGM, cause notice to be sent to each member in the manner provided in clause (a) specifying, in addition to the matter required under clause (i), the intention to propose the resolution as a special resolution.
  - (c) Where a SGM is adjourned for 14 days or more, the Secretary of the Board shall give written or oral notice of the adjourned meeting to each member of the Association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
  - (d) Except as provided in clause (i) and (ii) above, notice of an adjournment of a SGM or of the business to be transacted at an adjourned meeting is not required to be given.
  
- (6) **Making of Decisions:**
  - (a) A question arising at a SGM of the Association shall be determined on a show of hands and,

unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that as resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- (b) At a SGM of the Association, a poll may be demanded by the chairperson or by not less than three members present in person.
- (c) Where a poll is demanded at a SGM, the poll shall be taken –
  - (i) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
  - (ii) in any other case, in such manner and at such time before the close
- (d) The resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

**(7) Procedure:**

- (a) No item of business shall be transacted at a SGM unless a quorum of members is present during the time the meeting is considering that item.
- (b) A quorum shall consist of a majority of the elected officials 2/3 of Affiliated Clubs
- (c) If within half an hour after the appointed time for the commencement of a SGM a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than seven) shall constitute a quorum.
- (e) The accepted rules of Parliamentary Debate shall apply to all SGM's.

**(8) Presiding Member:**

- (a) The Chairperson, or in the Chairperson's absence, the Vice Chairperson, shall preside as Chairperson at each SGM of the Association.
- (b) If the Chairperson and Vice Chairperson are absent from a SGM or unwilling to act, the members present shall elect one of their number to preside as chairperson at the meeting.

**(9) Adjournment:**

The Chairperson of a SGM at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

**(10) Voting:**

- (a) All members shall be entitled to one vote except in the case of a member-affiliated Club which shall be entitled to one vote per delegate. A member Club shall be entitled to one delegate for each five teams or part thereof plus their delegate at the MC.
- (b) All votes shall be given personally.
- (c) There shall be no voting by proxy.

## **25. Postal ballots**

- (1) The association may hold a postal ballot to determine any issue or proposal (other than an appeal under clause 12).
- (2) A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

## **26. Affiliation**

- (1) Any Club wishing to participate in competitions or matches conducted by this Association shall apply, in writing to the Secretary of the Board for affiliation.
- (2) Each Club shall upon affiliation, be supplied with a copy of the Association's Constitution and By-Laws.
- (3) Any Club wishing to resign from the Association shall intimate the same in writing to the Secretary of the Board. No resignation shall be accepted unless all outstanding moneys and dues have been paid.
- (4) Each team of a Club shall be regarded as a separate entity in each age group and/or division and/or grade.
- (5) Clubs shall apply to the MC for permission to enter a team or teams in special competitions run by other recognised bodies.
- (6) Any Club with moneys outstanding from the previous Financial Year will not be considered for nomination of teams.
- (7) Any team nominating to play in the annual competition must be part of an affiliated Club.

## **27. Fees and Fines**

### **(1) Nomination Fees:**

- (a) The Nomination Fee is the fee payable by each Club at the time of nomination of teams by that Club.
- (b) The Nomination Fee payable in respect of a team in any season shall be an amount equivalent to three times the Competition Fee for a player in the team nominated.
- (c) Save as provided in Rule 27(2)(b), the Nomination Fee is not refundable.

### **(2) Competition Fee:**

- (a) The Competition Fee shall be the fee charged to each Club for each player registered with the Association for the current season.
- (b) A Club shall receive a credit for the Nomination Fee referred to in Rule 27(1) where players are registered in the team in respect of which the Nomination Fee was paid.

### **(3) Forfeit Fee: {See By-Law 12(1)}**

A Forfeit Fee shall apply to any team deemed to have forfeited a match.

### **(4) Protest Fee: {See By-Law 12(2)}**

Any Club submitting a Protest must cover such Protest with the prescribed fee. Such Fee to be refunded if the Protest is upheld.

### **(5) Appeal Fee: {See By-Law 12(3)}**

Any Club submitting an Appeal must cover such Appeal with the prescribed fee.

**(6) Withdrawal of a Player:**

A Withdrawal Fee being a proportion of the Competition Fee as set out below will be applicable to any player who withdraws on or before the following dates: -

- Withdrawal Fee of 25% of the Competition Fee for withdrawal prior to the start of the competition.
- Withdrawal Fee of 50% of the Competition Fee for withdrawal prior to the 31<sup>st</sup> May of each year.
- Withdrawal Fee of full 100% of Competition Fee for withdrawal after 31<sup>st</sup> May of each year.

**(7) Referees Fees:**

- (a) The Association shall contract with the GHFRA for referees and assistant referees to officiate at competition games.
- (b) The fee for each age group shall be as determined annually by FNSW.
- (c) The contract fee shall be paid by regular accounts.

**(8) Fixing of Fees:**

The Competition Fees which shall be applied to the various grades shall be recommended by the Executive Committee for ratification by the AGM. Failing any recommendation to the contrary the Fees as applied in the previous season shall continue.

**(9) Reimbursements**

- (a) Clubs will be reimbursed for Council charges for grounds hired by them on the production of the Council invoice for winter season Saturday hire of their particular ground.
- (b) \$200 will be paid to each Club for line marking per season where Councils do not maintain those grounds.
- (c) Clubs which use school grounds will be reimbursed an amount equal to the cost of the nearest equivalent Council ground plus \$200 for line marking per season.

**(10) Fines:**

- (a) **Undressed Grounds:** {See By-Law 12(5)(a)}  
Any Club not dressing its allocated ground by 8.00 am will be subject to the imposition of a fine.
- (b) **Unserviceable/No Soccer Ball:** {See By-law 12(5)(b)}  
Any Club not supplying a match ball or supplying a match ball in an unserviceable condition will be subject to the imposition of a fine per team involved.
- (c) **No Result:** {See By-Law 12(5)(c)}  
Any Club failing to supply results of the days matches to the Association by the time set down by the MC will be subject to the imposition of a fine per team involved.
- (d) **Non-Attendance Fine:** {See By-Law 12(5)(d)}  
Any Club failing to be in attendance at Meetings of the Association shall be subject to the imposition of a fine.
- (e) **Team Sheets:** {See By-Law 12(5)(e)}  
Any Club using unofficial team sheets shall be subject to the imposition of a fine.  
Any Club failing to complete team sheets correctly (shirt numbers/ID numbers) and any Club

failing to include upgraded players in the space provided for such purpose on the team sheet shall be subject to the imposition of a fine.

(f) **Non-Numbered Shirts:** {See By-Law 12(5)(f)}

Any Club failing to number (unduplicated) players shirts in Under 9 to All Age shall be subject to the imposition of a fine.

(g) **Other fines or bonds**

The MC or Board may impose on any Club or Official such fines and/or bonds as it may consider necessary where such Club and/or Official has acted in a manner considered prejudicial to the interest and good name of the Association.

(h) **Small Sided Football:** {See By-Law 29}

The MC or Board may impose a fine and/or bond on any team and/or Club and/or Official infringing the rules of mini soccer.

(i) **Armbands:** {See By-Law 12(5)(g)}

The Club of any coach or manager reported to have not worn an armband shall be subject to the imposition of a fine.

(j) **Alternate Strip Fine:** {See By-Law 12(5)(h)}

Any team failing to supply a change of strip as indicated in the “List of Strip Clashes” shall be subject to the imposition of a fine.

(k) **Incorrect Result Fine:** {See By-Law 12(5)(i)}

Any Club failing to supply the correct result of any match will be subject to the imposition of a fine.

(l) **ID Card Confirmation** {See By-Law 12 (5)(j)}

Failure of a team manager to sign in the appropriate space on the team sheet to confirm that ID Cards for the opposition team have been sighted shall be subject to the imposition of a fine.

(11) **Payments:**

All payments due to the Association shall be due and payable within thirty (30) days of the date of the Invoice. All amounts remaining unpaid after thirty (30) days shall attract interest at the rate of 25% per annum to be calculated on a daily basis until the outstanding amount and interest is fully paid and the MC may review the affiliation of the Club.

(12) **Insurance:**

Insurance premiums, if applicable, shall be paid at the time of lodgment of player registration.

## **28. Representative Football**

Representative football in GHFA Inc shall be conducted as follows –

(1) **Metropolitan League**

- (a) GHFA Inc teams shall represent the Association in FNSW Metropolitan League Competitions.
- (b) The colours of the teams shall be gold and black.

- (c) Coaches and Managers shall be appointed by the Representative Committee after receiving applications for these positions.
- (d) Players representing the Association shall be required to pay such fees as are determined by the Representative Committee.

**(2) Youth League**

- (a) Youth League in GHFA Inc shall be run by GHFA Spirit FC Inc and shall compete in the competitions conducted by FNSW.
- (b) GHFA Inc shall support the Youth League in whatever manner GHFA Inc deem fit.
- (c) The Representative Committee shall form part of the Committee of GHFA Spirit FC Inc and shall report back to the Board of GHFA Inc on a regular basis regarding all matters relating to the Youth League as determined by GHFA Inc.

**(3) Super League**

- (a) Super League in GHFA Inc shall be run by the GHFA Spirit FC Inc and shall compete in the competitions conducted by FNSW.
- (b) GHFA Inc shall support Super League in whatever manner GHFA Inc deem fit.
- (c) The Representative Committee shall form part of the Committee of GHFA Spirit FC Inc and shall report back to the Board of GHFA Inc on a regular basis regarding all matters relating to Super League as determined by GHFA Inc.

**(4) Colours**

The colours of GHFA Spirit FC Inc shall included gold and black.

**29. Reimbursement of expenses**

- (1) The Association may, by appropriate resolution passed at the AGM, approve the reimbursement of expenses to be paid to the Members of the Board.
- (2) Subject to a recommendation being received from the Board, the Association may also approve by the appropriate resolution, reimbursement of expenses to Association Committee Members.
- (3) No Honoraria or Ex-Gratia payments may be made.

**30. Insurance**

The Association may effect and maintain insurance.

**31. Funds—source**

- (1) The funds of the Association are to be derived from Registration fees of players, annual subscriptions of members, sponsorship, donations and, subject to any resolution passed by the association in MC meetings, such other sources as the MC determines.
- (2) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank account.
- (3) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

### **32. Funds—management**

(1) Subject to any resolution passed by the Association in general meeting, the funds of the association are to be applied solely towards the promotion of the Objects of the Association in such manner as the MC determines.

(2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the committee or employees of the association, being members or employees authorised to do so by the MC.

(3) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

(4) Nothing in this Rule shall prevent payment in good faith of or to any Member for:

(a) any services actually rendered to the Association whether as an employee, Director or otherwise;

(b) goods supplied to the Association in the ordinary and usual course of operation;

(c) interest on money borrowed from any Member;

(d) rent for premises demised or let by any Member to the Association;

(e) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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.

### **33. Records and accounts**

#### **(1) Records**

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting. Except as otherwise provided by this constitution, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to the association.

#### **(2) Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the public officer.

#### **(3) Association to Retain Records**

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

#### **(4) Board to Submit Accounts**

The Board shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

#### **(5) Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

#### **(6) Negotiable Instruments**

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

#### **34. Inspection of books etc**

The records, books and other documents of the association shall be open to inspection, free of charge, by a member of the association at any reasonable hour:

#### **35. Service of notices**

- (1) For the purpose of these Rules, a notice may be served on or given to a person:
  - (a) by delivering it to the person personally, or
  - (b) by sending it by pre-paid post to the address of the person, or
  - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
  - (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
  - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
  - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

#### **36. Financial year**

The financial year of the Association is each period of 12 months after the expiration of the previous financial year of the Association, commencing on 1 October and ending on the following 30 September.

#### **37. Winding Up**

- (1) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (2) The liability of the Members of the Association is limited.
- (3) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

#### **38. Distribution of Property on Winding Up**

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

**39. Auditor**

(1) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.

(2) The accounts of the Association 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.

**40. Alteration of Constitution**

This Constitution shall not be altered except by Special Resolution.

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