



**CRONULLA-CARINGBAH SHARKS
JUNIOR RUGBY LEAGUE FOOTBALL
CLUB INCORPORATED**

CONSTITUTION

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

of

CRONULLA - CARINGBAH SHARKS JUNIOR RUGBY LEAGUE FOOTBALL CLUB
INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is Cronulla-Caringbah Sharks Junior Rugby League Football Club Incorporated ("**Club**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

"**Act**" means the *Associations Incorporation Act 2009 (NSW)*.

"**Annual General Meeting**" means the Annual General Meeting of the Club held in accordance with **clause 24**.

"**Board**" means the body managing the Club and consisting of the directors.

"**Junior League**" means Cronulla-Sutherland District Junior Rugby Football League Incorporated.

"**Constitution**" means this Constitution of the Club.

"**Cronulla- Sutherland District**" shall mean the area known as the Shire of Sutherland being the area so designated pursuant to the Local Government Act 1993 (as amended) or as may be determined from time to time by the NSW Rugby League.

"**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 but does not include the Executive Director.

"**District Club**" means the Cronulla-Sutherland District Rugby League Football Club Limited or such other body as replaces or assumes or performs the same or similar functions as the Cronulla -Sutherland District Rugby League Football Club Limited or to which the Junior League may from time to time affiliate.

"**District Referees Association**" means the Cronulla- Sutherland District Referees Association Inc or such other body as replaces or assumes or performs the same or similar functions of providing referees and touch judges to officiate at competitions conducted by the Junior League.

"**Executive Director**" means the Executive Director of the Club for the time being appointed under this Constitution. Where the Club does not have an Executive Director, the Club Secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the Executive Director under this Constitution.

“Financial year” means a period of twelve (12) months commencing on 1 October and ending on 30 September each year.

“General Committee” mean the General Committee of the Club under **Clause 15**.

“General Meeting” means the Annual General Meeting, Special General Meeting or General Committee Meeting of the Club.

“NSW Rugby League” means the New South Wales Rugby League Limited or such other body as replaces or assumes or performs the same or similar function as the New South Wale Rugby League Limited.

“Individual Member” means a registered, financial member of the Club who is at least eighteen (18) years of age.

“Intellectual Property” means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club any activity of or conducted, promoted or administered by the Club in the Cronulla - Sutherland District.

“Junior Member” means a registered Member of the Club who is younger than eighteen (18) years of age.

“Life Member” means an individual appointed as a Life Member of the Club under **clause 5**.

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

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

“Player” or “Players” mean a player or players who is/are registered as a player or players of the Club.

“Public Officer” means the person appointed to be the Public Officer of the Club in accordance with the Act.

“Register” means a register of Members kept and maintained in accordance with **clause 7**.

“Regulations” means any Regulations made by the General Committee under **clause 41**.

“Rugby League” means the game of rugby league football played in accordance with the law laid down by the National Rugby League Board or such other body as replaces or assumes or performs the same or similar functions as the National Rugby League Board to meet local Rugby League requirements.

“Seal” means the common seal of the Club (if any).

“Secretary” means the person appointed to be the Secretary of the Club.

“Special General Meeting” means a Special General Meeting of the Club held in accordance with **clause 25**.

“Special Resolution” means a special resolution defined in the Act.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (i) Any headings and marginal notations in the Constitution have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Constitution.

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 Club Colours

The colours of the Club shall be black and white.

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects. The Objects of the Club are to:

- (a) participate as a Member Body of the Junior League so Rugby League can be conducted, encouraged, promoted, advanced and administered in the Cronulla -Sutherland District and New South Wales;
- (b) conduct, encourage, promote, advance and administer Rugby League throughout the Cronulla -Sutherland District.
- (c) ensure the maintenance and enhancement of the Junior League, the NSW Rugby League, the Members and Rugby League along with its standards, quality and reputation for the benefit of the Members and Rugby League;
- (d) at all times promote mutual trust and confidence between the Junior League, the NSW Rugby League, and the Members in pursuit of these Objects;
- (e) act at all times, on behalf of, and in the interests of, the Members and Rugby League in the Cronulla - Sutherland District;
- (f) promote the economic and community service success, strength and stability of the Club, the Members and Rugby League in the Cronulla - Sutherland District;
- (g) affiliate and otherwise liaise with the Junior League, the NSW Rugby League and/or National Rugby League adopt their rule and policy frameworks to further these Objects and Rugby League
- (h) use and protect the Intellectual Property;
- (i) apply the property and legal capacity of the Club towards the fulfilment and achievement of these Objects;
- (j) strive for government, commercial and public recognition of the Junior League as the controlling body for Rugby League in the Cronulla - Sutherland District;
- (k) abide by, promulgate, enforce and secure uniformity in the application of the rules of Rugby League as may be determined from time to time by Junior League, NSW Rugby League and/or National Rugby League as may be necessary for the management and control of Rugby League and related activities in the Cronulla - Sutherland District and New South Wales;
- (l) advance the operations and activities of the Club throughout the Cronulla - Sutherland District;
- (m) further develop Rugby League into an organised institution and with these Objects in view, to foster, regulate, organise and manage coaching /training/ first aid courses, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;

- (n) review and/or determine any matters relating to Rugby League which may arise, or be referred to it, by any Member;
- (o) recognise any penalty imposed by any Member;
- (p) act as arbiter (as required) on all matters pertaining to the conduct of Rugby League in the Cronulla - Sutherland District, including disciplinary matters;
- (q) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Rugby League in the Cronulla - Sutherland District;
- (r) adopt and implement such policies as may be developed by the Junior League, the NSW Rugby League and/or National Rugby League, 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 Rugby League.
- (s) represent the interests of its Members and of Rugby League generally in any appropriate forum in the Cronulla - Sutherland District;
- (t) have regard to the public interest in its operations;
- (u) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (v) promote the health and personal safety of Members and all other participants in Rugby League in the Cronulla - Sutherland District;
- (w) seek and obtain improved facilities for the enjoyment of Rugby League in the Cronulla - Sutherland District; and
- (x) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. **POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cwth)*.

5. **MEMBERS**

5.1 **Categories of Members**

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and to vote at General Meetings;
- (b) Individual Members, who shall have the right to receive notice of General Meetings and to be present at General Meetings to debate and to vote at General Meetings;

- (c) Junior members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings;
- (d) the elected Directors, who shall have the right to be present, debate and vote at General Meetings; and
- (e) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Club in a General Meeting.

5.2 Life Members

- (a) Nominations for election of Life Membership of the Club pursuant to the provisions of **clause 5.1(b)** of this Constitution, shall close on the last General Meeting in September each year and Nominees so named will be considered at a General Meeting of the General Committee convened during the month of October.
- (b) Nominations must be in writing, in the form provided, from time to time, by the Club, bear the signature of the proposer and seconder (who must be members of the General Committee) and be accompanied by a statement by the proposer and seconder as to the Nominee's services or contribution to the game.
- (c) Any member nominated must have at least (10) successive years service or fifteen (15) broken years service as a member of the General Committee or in such other capacity for the same period of time as the General Committee may consider fulfils the requirements for Life Membership.
- (d) Nominations received, pursuant to this clause, shall be referred to the Board, who will furnish to the General Committee a report as to the correctness or otherwise of the statement accompanying such nominations.
- (e) Names and candidates receiving endorsement will be submitted to the Annual General Meeting for approval.
- (f) The Nominee or Nominees then receiving an affirmative vote, provided that such number is a number equal to at least seventy five per centum (75%) of the number of persons voting, shall be declared elected a Life Member of the Club all the rights and entitlements attaching thereto.

6. MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Club;
- (b) accompanied by the appropriate fee (if any).

6.2 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected.

6.3 Renewal

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in Regulations from time to time.

6.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, members of the Club, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. REGISTER OF MEMBERS

7.1 Club to Keep Register

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address, category of membership and date of entry to membership of each Member; and
- (b) the full name, residential address and date of entry to membership of each Director; and
- (c) where applicable, the date of termination of membership of any Member.

Members and Directors shall provide notice of any change and required details to the Club within one (1) month of such change.

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member or

Director, shall be available for inspection (but not copying) by Members who make a reasonable written request given to the Club.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Board considers appropriate.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations and the Constitutions and Regulations of the Junior League, NSW Rugby League and National Rugby League;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or General Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, Junior League, NSW Rugby League and National Rugby League
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Rugby League in the Cronulla - Sutherland District; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Junior League by giving one (1) months notice in writing to the Club of such resignation or withdrawal.
- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

9.2 Discontinuance for breach

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Member to Re-apply

A Member whose membership has been discontinued under **clause 9.2**;

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

9.4 Forfeiture of Rights

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

9.5 Membership may be Reinstated

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

9.6 Membership not Transferable

- (a) A right, privilege or obligation which a Member Body has by reason of being a Member of the Club:-
 - (i) is not capable of being transferred or transmitted to another Member or person; and
 - (ii) terminates upon cessation of that Member's membership for any reason.

9.7 Refund of Membership Fees

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

10. DISCIPLINE

10.1 Disciplinary Powers

- (a) Where the Board is advised in writing or considers that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or

- (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club, Junior League, NSW Rugby League, National Rugby League and/or Rugby League; or
- (iii) brought the Club, Junior League, NSW Rugby League, National Rugby League, any other Member or Rugby League into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in this Constitution and the Regulations.

- (b) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall investigate such matter and furnish to the Board a report outlining its recommendation in respect of all such matters.
- (c) The Judiciary Committee appointed shall have the power to cite or cause to appear before it any Member or person over which the Club exercises jurisdiction or control when investigation or hearing such complaint.
- (d) After proper inquiry may disqualify, suspend, fine or otherwise deal with any such person and must report its decision in the case of a suspension or disqualification to the Secretary of the Club in writing within seven (7) days of the date of such decision.
- (e) The District Club shall be the final appellate body in the Cronulla-Sutherland District in all matters of dispute, involving any one or more of those Members or persons referred to in **clause 10.1** except where there is provision to the contrary in this Constitution.
- (f) A Member while under disqualification or suspension shall not be eligible to hold office and if a playing Member shall not take part in any game or match for the Club during such period of suspension or disqualification and shall forfeit all rights and privileges as a Member.

11. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club the time for and manner of payment, shall be as determined by the Board.

12. EXISTING DIRECTORS

- (a) The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of Executive Director (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

13. POWERS OF THE BOARD.

Subject to the Act and this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised, by the Board. 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 Cronulla - Sutherland District.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise:

- (a) five (5) elected Directors;

who must all be Individual Members and who shall be elected under **clause 16**; and

- (b) up to two (2) appointed Directors;

who need not be Individual Members and who may be appointed by the Directors in accordance with **clause 17**.

14.2 Election and Appointment of Directors

- (a) The elected Directors shall be elected under **clause 16**.
- (b) The appointed Directors may be appointed under **clause 17**.

14.3 Portfolios

The Board may allocate portfolios and/or titles to Directors.

15. GENERAL COMMITTEE

15.1 General Committee

The General Committee shall consist of:-

- (a) The elected Directors and, if any, the appointed Directors and Executive Director.
- (b) The following Office Bearers who must all be Individual Members or Life Members and who shall be elected at the Annual General Meeting or subsequent meeting and who shall hold office until the next succeeding Annual General Meeting:-
 - (i) Patrons
 - (ii) Senior Vice – President
 - (iii) Junior Vice President
 - (iv) Junior League Delegâtes
 - (v) Social Secretary
 - (vi) Gear Steward
 - (vii) Recorder
 - (viii) Publicity Officer
 - (ix) Sponsorship Officer
 - (x) Registration Officer

- (xi) School Liaison Officer
- (xii) Grounds Manager
- (xiii) Insurance Officer
- (xiv) Such additional Officers as the Board may determine

(c) Life Members.

16. ELECTED DIRECTORS AND OFFICE BEARERS

16.1 Nominations

- (a) Nominations for elected Director and Office Bearer positions shall be called for twenty one (21) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominees for elected Director and Office Bearer positions must declare any position they hold in the Junior League, District Club, NSW Rugby League and/or National Rugby League including as an officer (howsoever described) or as a full time employee.

16.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) Individual Members;
- (d) certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Club not less than seven (7) days before the date fixed for the Annual General Meeting.

16.3 Elections

- (a) If the number of nominations received for the Board and General Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board and General Committee then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board or General Committee or if a person is not approved by the majority of Members under **clause 16.3(a)**, the positions will be deemed casual vacancies under **clause 18.1**.

- (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, for each vacancy on the Board and General Committee.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

16.4 Term of Appointment for Elected Directors and Office Bearers

- (a) Directors and Office Bearers elected under this **clause 16** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors and Office Bearers, elected Directors and Office Bearers shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next succeeding Annual General Meeting following.
- (b) Following the adoption of this Constitution, no person who has served as an elected Director for a period of four (4) consecutive full terms shall be eligible for election as an elected Director until the next Annual General Meeting following the date of conclusion of his last term as an elected Director.

17. APPOINTED DIRECTORS

17.1 Appointment of Directors

The elected Directors may appoint up to two (2) appointed Directors.

17.2 Qualifications for Appointed Directors

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members but must be natural persons. Appointed Directors can not also be a Delegate.

17.3 Term of Appointment for Appointed Directors

- (a) Appointed Directors may be appointed by the elected Directors and Office Bearers under this Constitution for a term of one (1) year, which shall commence from the first Board meeting after the Annual General Meeting until after the conclusion of the next succeeding Annual General Meeting following.
- (b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of four (4) consecutive full terms shall be eligible for appointment as an appointed Director until the next Annual General Meeting following the date of conclusion of his last term as an Appointed Director.

18. VACANCIES ON THE BOARD AND GENERAL COMMITTEE

18.1 Casual Vacancies

Any casual vacancy occurring in the position of Director or Office Bearer may be filled by the remaining Directors or Office Bearers from among appropriately qualified

persons. Any casual vacancy may only be filled for the remainder of the Director's or Office Bearer's term under this Constitution.

18.2 Grounds for Termination of Director or Office Bearer

In addition to the circumstances in which the office of a Director or Office Bearer becomes vacant by virtue of the Act, the office of a Director or Office Bearer becomes vacant if the Director or Office Bearer:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Club;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (h) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
 - (ii) has brought the Club into disrepute;
- (j) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

18.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum.

19. MEETINGS OF THE BOARD

19.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it

thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

19.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

19.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by email, telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) 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;
 - (ii) Notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) If a failure in communications prevents **clause 19.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors 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 **clause 19.3(b)(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; and
 - (iv) Any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

19.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four (4).

19.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than two (2) days prior to such meeting.

19.6 Chairperson

The Board shall appoint a Chairperson from amongst its number. The Chairperson shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting or General Committee Meeting at which he is present. If the Chairperson is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

19.7 Directors' Interests

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

19.8 Conflict of Interest

A Director shall declare his 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, and shall, unless otherwise determined by the Board, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

19.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board 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 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 held after the Director becomes so interested.

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

19.10 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 **clause 19.9** as regards such Director 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.

19.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 19.8, 19.9** and/or **19.10** must be recorded in the minutes of the relevant meeting.

20. MEETINGS OF THE GENERAL COMMITTEE

- 20.1 The General Committee shall hold a General Meeting not later than the first week in November and an Annual General Meeting not later than the second week in November each year. At least twenty one (21) days notice of the date of such meetings and the business to be transacted there at shall be published and made available to all Members of the Club who are entitled to receive notice in accordance with **clause 5.1**.
- 20.2 The business to be conducted at an Annual General Meeting shall be:-
 - (a) Confirmation of the Minutes of the previous Annual General Meeting.
 - (b) The consideration and adoption of the Annual Report and Statement of Receipts and Payments for the preceding year, either with or without amendment.
 - (c) Appointment of Auditors
 - (d) Appointment of Legal Counsel
 - (e) Election of Directors and Officer Bearers
 - (f) Such other business as may be provided for in this Constitution or as the meeting shall decide to deal with.
- 20.3 The Secretary of the Club shall at the request of the Board, or on receipt of a request in writing signed by at least fifteen (15) Individual/Life Members of the Club call a Special General Meeting of the General Committee at any time. Notice of such meeting shall be given to the members of the Club at least forty eight (48) hours before the time of the proposed meeting and shall specify the business proposed to be transacted there at.
- 20.4 The General Committee shall hold such General Meetings, as it shall from time to time decide to conduct the business of the Club.
- 20.5 Any meeting of the General Committee may be adjourned to such time and place, as a majority of those present shall decide.
- 20.6 Any Office Bearer who is absent without reasonable excuse from three (3) consecutive meetings of the General Committee, may be called upon by the General Committee to show cause why that person should not be removed from the office occupied by him/her and that the office be declared vacant, provided that this section shall not apply to the Patrons or Life Members.

21. EXECUTIVE DIRECTOR

21.1 Appointment of Executive Director

An Executive Director may be appointed by the Board for such term and on such conditions as the Board thinks fit.

21.2 Executive Director to act as Secretary and Public Officer

The Executive Director shall act as and carry out the duties of Secretary and Public Officer of the Club and shall administer and manage the Club in accordance with the Act and this Constitution.

21.3 Specific Duties

The Executive Director shall:

- (a) as far as practicable attend all Board Meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board Meetings and General Meetings, and shall use his best endeavours to distribute those minutes to Members promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Club.

21.4 Board Power to Manage

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the Executive Director has power to perform all such things as appear necessary or desirable for the proper management and administration of the Club. No resolution passed by the Club in General Meeting shall invalidate any prior act of the Executive Director or the Board which would have been valid if that resolution had not been passed.

21.5 Executive Director may employ

The Executive Director may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Executive Director determines

22. DELEGATIONS

22.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time.

In exercising its power under this clause the Board must take into account broad stakeholder involvement

22.2 Delegation by Instrument

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

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

22.3 Delegated Function Exercised in Accordance With Terms

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

22.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 19** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions. The entity shall provide any other reports, minutes and information as the Board may require from time to time.

22.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.6 Revocation of Delegation

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

23. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book.

- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book.
- (c) The affixing of the Seal must be witnessed by two (2) Directors, unless the Board determines otherwise.

24. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Club shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

25. SPECIAL GENERAL MEETINGS

25.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting.

25.2 Requisition of Special General Meetings

- (a) The Executive Director shall, on the requisition in writing of not less than five percent (5%) of voting Members, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those meetings convened by the Board.

26. NOTICE OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to every Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Club. The Auditor, Executive Director and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and
 - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 44**.

27. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and Auditors, the election of Directors under this Constitution and the appointment of the Auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 27(a)**, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

28. NOTICES OF MOTION

- (a) Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Executive Director not less than twenty one (21) days (excluding receiving date and meeting date) prior to the General Meeting.
- (b) If a motion is lost it shall not be re-submitted for consideration at a General Meeting of the Club until after the expiration of three (3) months from the date of the General Meeting at which it was last moved.

29. PROCEEDINGS AT GENERAL MEETINGS

29.1 Quorum

- (a) No business shall be transacted at any General Meeting or Sub-Committee Meeting unless a quorum is present at the time when the meeting proceeds to business.
 - (i) A quorum for General Meetings of the Club shall be seventy five per centum (75%) of those persons of the General Committee in accordance with **clause 15**.
 - (ii) A quorum for an Annual General Meeting of the Club shall be twenty (20) Members of the Club in accordance with **clause 5.1**.
 - (iii) A quorum for a Special General Meeting of the Club shall be twenty (20) Members of the Club in accordance with **clause 5.1**.

29.2 Chairperson to Preside

The Chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

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

If the Chairperson is not present, or is unwilling or unable to preside, the Directors present shall appoint another Director to preside as Chairperson for that meeting only.

29.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time and place determined by the Chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 29.3 (c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

29.4 Returning Officer

- (a) For the purpose to conduct any election or elections provided for in this Constitution, the Board may appoint a person to act as Returning Officer and such other person or persons as it deems fit to assist him/her.
- (b) A person appointed as Returning Officer pursuant to the provisions of this clause shall in the performance of his/her duties act in accordance with the procedures set out in this Constitution.

29.5 Voting Procedure

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

- (a) the Chairperson; or
- (b) a simple majority of the Members.

29.6 Recording of Determinations

Unless a poll is demanded under **clause 29.5**, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost. An entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

29.7 Where Poll Demanded

If a poll is duly demanded under **clause 29.5** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll shall be the resolution of the meeting.

30. VOTING AT GENERAL MEETINGS

30.1 Members Entitled to Vote

Each Member entitled to vote in accordance with **clause 5.1** shall be allowed one (1) vote at General Meetings.

30.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal the Chairperson may exercise a casting vote. If the Chairperson does not exercise a casting vote the motion will be lost.

30.3 Postal Voting

No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

31. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Executive Director at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one (1) proxy vote at any one time.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member entitled to vote, shall be permitted to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.

32. STRATEGIC FORUM OF ASSOCIATION

32.1 Strategic Forums

The Club shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;

- (b) assist the Board to design or review the Club's strategic plan and direction;
- (c) discuss district issues;
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

32.2 Attendees at Strategic Forums

The following persons may attend strategic forums of the Club:

- (a) the Directors;
- (b) Office Bearers; and
- (c) such other persons the Board considers should be invited.

33. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the Junior League in accordance with the procedures determined by the Junior League from time to time.
- (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **Clause 33**.

34. RECORDS AND ACCOUNTS

34.1 Records

The Club shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board or General Meeting.

34.2 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 Secretary.

34.3 Club to Retain Records

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

34.4 Board to Submit Accounts

The Board shall submit to the Members at the Annual General Meeting the statements of account of the Club in accordance with this Constitution and the Act.

34.5 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 (3) months after such approval or adoption.

34.6 Accounts to be Sent to Members

The Executive Director 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).

34.7 Negotiable Instruments

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

34.8 Treasurer to Submit Monthly Accounts

The Treasurer of the Club shall furnish to the General Committee at least once a month, a financial statement detailing items of revenue, income and payments at the time that statements are furnished and he or she shall produce a statement from any financial institutions/s with whom the Club operates an account at such General Meeting as it may determine.

35. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Club in a 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 Club in a General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

36. LEGAL COUNSEL

A properly qualified legal practitioner or legal practitioners shall be appointed by the Club in a General Meeting. The legal practitioner'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*, *Legal Profession Act* and generally accepted principles, and/or any applicable code of conduct. The legal practitioner may be removed by the Club in a General Meeting.

37. INCOME

- 37.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.
- 37.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 37.3 Except as prescribed in this Constitution or the Act:
- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- 37.4 Nothing in **clauses 37.2 or 37.3** shall prevent payment in good faith of or to any Member for:
- (a) any services actually rendered to the Club whether as an employee, Director or otherwise;
 - (b) goods supplied to the Club 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 Club; or
 - (e) any out-of-pocket expenses incurred by the Member on behalf of the Club.
- provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

38. WINDING UP

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

39. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed 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 Club 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.

40. ALTERATION OF CONSTITUTION

- (a) This Constitution shall not be altered except by Special Resolution.

41. REGULATIONS

41.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Rugby League in the Cronulla - Sutherland District as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution, the Junior League, the NSW Rugby League and National Rugby League constitutions, any regulations made by the Junior League, the NSW Rugby League or National Rugby League and any policy directives of the Board.

42.2 Regulations Binding

All Regulations are binding on the Club and all Members.

41.3 Regulations Deemed Applicable

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

41.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Secretary. The Club shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

42. STATUS AND COMPLIANCE OF THE CLUB

42.1 Recognition of Club

The Club is a Member of the Junior League and is recognised by that body as the controlling authority for Rugby League in the Cronulla -Sutherland District and subject to compliance with this Constitution. The Junior League, NSW Rugby League and National Rugby League Constitutions shall continue to be so recognised and shall administer Rugby League in the Cronulla - Sutherland District in accordance with the Objects.

42.2 Compliance of Association

The Members acknowledge and agree the Club shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Rugby League;
- (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 Rugby League, its standards, quality and reputation for the benefit of the Members and Rugby League;
- (e) at all times act in the interests of the Members and Rugby League;
- (f) not resign, disaffiliate or otherwise seek to withdraw from the Junior League without approval by Special Resolution; and
- (g) abide by the Junior League, NSW Rugby League and National Rugby League Constitutions and the rules of Rugby League.

42.3 Operation of Constitution

The Club 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 Rugby League are to be conducted, promoted, encouraged, advanced and administered throughout the Cronulla - Sutherland District; and
- (b) to ensure the maintenance and enhancement of Rugby League, its standards, quality and reputation for the benefit of the Members and Rugby League;
- (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 Rugby League 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 Rugby League and the Members;
- (f) that should a Member have financial difficulties the Club may act to assist the Member in whatever manner the Club's considers appropriate.

43. CLUB'S CONSTITUTION

43.1 Constitution of the Club

This Constitution will clearly reflect the objects of the Junior League, NSW Rugby League and National Rugby League and will conform to the Junior League, NSW Rugby League and National Rugby League Constitutions, subject always to the Act.

43.2 Operation of Junior League Constitution

- (a) The Club will take all reasonable steps to ensure this Constitution conforms to the Junior League Constitution, subject always to the Act.
- (b) The Club shall provide to Junior League a copy of this Constitution and all amendments to this document. The Club acknowledges and agrees that the Junior League has power to veto any provision in its Constitution which, in the Junior League's opinion, is contrary to the objects of the Junior League.

43.3 Register

The Club shall maintain, in a form acceptable to the Junior League but otherwise in accordance with the Act, a Register of all Individual Members.

44. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice may be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's address or facsimile number or electronic mail address. In the case of a delegate, to the last notified address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

45. PATRONS

The Club at its Annual General Meeting may appoint annually on the recommendation of the Board a chief patron and such number of patrons as it considers necessary, subject to approval of that person or persons.

46. INDEMNITY

- (a) Every Director and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
- (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

Schedule 1

REGULATIONS

1 CLUB MATTERS REQUIRING A SPECIAL RESOLUTION

- (a) A special resolution must be passed by a Special General Meeting of the Club to effect the following:-
 - (i) An alteration of the Club's Constitution.
 - (ii) An alteration of or addition to the Club's objects.
 - (iii) An alteration of the Club's name.
 - (iv) An alteration of the Club's colours.
 - (v) An alteration of the Club emblem.
 - (vi) An amalgamation with another incorporation or association.
 - (vii) To voluntarily wind up the Club and distribute its property.
 - (viii) To apply for registration as a Company.
 - (ix) Forfeiture of Life Membership

- (b) A resolution of the Club is a special resolution if:-
 - (i) it is passed by a majority which comprises not less than three-quarters of such members of the Club as, being entitled under these rules so to do, vote in person or by proxy at a Special General meeting of which is not less than twenty one (21) days written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution; or
 - (ii) where it is not possible or practicable for the resolution to be passed in the manner specified in paragraph (a) - the resolution is passed in a manner specified by the Act.

Schedule 2

(Clause 6)

APPLICATION FOR MEMBERSHIP

Cronulla-Caringbah Sharks Junior Rugby League Football Club Incorporated ('the Association') (incorporated under the *Associations Incorporation Act 2009*).

I.....
(full name of applicant)

of.....
(address)

..... hereby apply to become a
(occupation)
member of the Association. In the event of my admission as a member, I agree to be bound by the rules of the Association for the time being in force.

.....
Signature of applicant

Date.....

I..... a member of the Association,
(full name)

nominate the applicant, who is personally known to me, for membership of the Association.

.....
Signature of proposer

Date.....

I..... a member of the Association,
(full name)

second the nomination the applicant, who is personally known to me, for membership of the Association.

.....
Signature of seconder

Date.....

Schedule 3

(Clause 31)

FORM OF APPOINTMENT OF PROXY

I.....of
(full name) (address)

being a member of Cronulla-Caringbah Sharks Junior Rugby League Football Club
Incorporated ('the Association')

hereby appoint of
(full name of proxy) (address)

being a member of the Association, as my proxy to vote for me on my behalf at the general
meeting of the Association (annual general meeting or special general meeting, as the case
may be) to be held on

..... Day of
(month and year)

and at any adjournment of that meeting.

* My proxy is authorised to vote in favour for/against (delete as appropriate) the
resolution (insert details).

* to be inserted if desired.

.....
Signature of member appointing proxy

Date.....

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