

**North Beach Football Club Inc**

**Constitution**



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## 1. NAME OF ASSOCIATION

The name of the Association is North Beach Football Club Inc.

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## 2. THIS CONSTITUTION

This Constitution is adopted by the Association in substitution of any former constitution, memorandum or articles of association of the Association.

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## 3. DEFINITIONS

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporations Act 2015 (WA)* as amended from time to time;

**Annual General Meeting** means the annual general meeting of the Association;

**Association** means North Beach Football Club Inc;

**Beach Club Member** has the meaning as set out in clause 12.3;

**Commissioner** means the Commissioner referred to in the Act;

**Constitution** means this Constitution of the Association;

**Executive Committee** means the Executive Committee of the Association as referred to in clause 8;

**Financial Year** has the meaning given by section 3 of the Act, a reference in that section to:

- (a) "an incorporated association" or "the association" being construed as a reference to the Association; and
- (b) "the Committee" being construed as a reference to the Management Committee;

**General Committee** means the General Committee of the Association as referred to in clause 9;

**Life Member** has the meaning as set out in clause 12.4;

**Management Committee** means both the Executive Committee and the General Committee;

**Member** means a member of the Association, and includes Playing Members, Beach Club Members, Life Members and Social Members;

**Objects** means the objects and purposes of the Association as outlined in clause 4;

**Playing Member** has the meaning as set out in clause 12.2;

**Social Member** means a social member of the Association as set out in clause 12.5;

**Special General Meeting** means a general meeting other than the Annual General Meeting;

**Special Resolution** has the meaning given by section 51 of the Act; and

**Voting Member** means a person who is a Playing Member, Beach Club Member or Life Member and expressly does not include Social Members.

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## **4. OBJECTS AND PURPOSES OF THE ASSOCIATION**

### **4.1 Objectives and Purposes**

The objectives and purposes of the Association are to:

- (a) promote, advance, cultivate and foster the game of Australian Rules Football;
- (b) participate in competitive games of Australian Rules Football as conducted by the West Australian Amateur Football League Incorporated or any other organised leagues and competitions as prevailing circumstances dictate;
- (c) promote social welfare and harmony among Members of the Association;
- (d) acquire, provide and maintain premises and facilities for convenient access and use by the Members; and
- (e) foster and promote the spirit of sportsmanship and mateship.

### **4.2 Property and Income of the Association**

The property and income of the Association shall be applied solely towards the promotion of the objectives and purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to Members, except in good faith in the promotion of the objectives and purposes.

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## **5. RULES OF THE ASSOCIATION**

- (a) The rules of the Association as set out herein bind every Member and the Association to the same extent as if every Member of the Association had signed and sealed this Constitution and agreed to be bound by its provisions.
- (b) The Association may alter, rescind, or add to the Association's rules pursuant to the Act in accordance with the terms and provisions as set out in this Constitution.

## **6. POWERS OF THE ASSOCIATION**

In furtherance of the Objects set out in clause 4, the Association shall have all the powers set out in section 14 of the Act, and in particular may:

- (a) acquire, hold, deal with and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money in any security in which trust monies may lawfully be invested or in any other manner authorised by the rules of the Association;
- (d) borrow money upon such terms and conditions as the Association thinks fit;
- (e) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- (f) appoint agents to transact any business of the Association on its behalf and make payment of fair and reasonable remuneration to those agents;
- (g) enter into any contract it considers necessary or desirable;
- (h) act as trustee and accept and hold real and personal property upon trust, but does not have the power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene the Act or the Commission;
- (i) occupy or lease suitable premises and playing grounds to carry out the Objects;
- (j) join appropriate sporting committees or associations;
- (k) purchase equipment, furniture, plant, chattels and trading stock as required to operate the Association; and
- (l) undertake all things otherwise necessary to carry out the objectives and purposes of the Association.

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## **7. MANAGEMENT COMMITTEE**

The Association will be managed by a Management Committee, consisting of:

- (a) an Executive Committee; and
- (b) a General Committee.

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## **8. EXECUTIVE COMMITTEE**

### **8.1 Composition of Executive Committee**

The control and management of the Association will be vested in the Executive Committee, which shall be made up of the following positions:

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- (a) President;
- (b) Vice President;
- (c) Secretary;
- (d) Treasurer; and
- (e) Registrar.

### **8.2 Requirements of Executive Committee members**

- (a) All Executive Committee members must be Members of the Association at the time of their election under clause 8.3.
- (b) The Executive Committee is to be elected by Members at the Annual General Meeting.

### **8.3 Election of Executive Committee members**

- (a) Any Voting Member may nominate another Member for election to the Executive Committee by either:
  - (i) writing to the Secretary during the notice period for the Annual General Meeting; or
  - (ii) verbally nominating the Member at the Annual General Meeting.
- (b) If a Member is nominated for election to the Executive Committee in accordance with clause 8.3(a), the Member may either accept or decline the nomination by:
  - (i) writing to the Secretary prior to the commencement of the Annual General Meeting; or
  - (ii) verbally accepting or declining the nomination at the Annual General Meeting.
- (c) Any nomination made under this clause 8.3 must be seconded by another Voting Member at the Annual General Meeting.
- (d) In the event that no other candidate is nominated for the Executive Committee position, the Members will determine the position by a majority vote.
- (e) In the event that there are two or more candidates for the Executive Committee position, the nominees must temporarily leave the Annual General Meeting to allow a vote to take place between the Members to determine the most popular candidate.
- (f) In the event that a vote is required under clause 8.3(e), then the vote will be conducted as follows:

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- (i) a person agreed to by the candidates will be in charge of conducting a vote;
  - (ii) each Voting Member will either, by raising their hands or by writing on paper (whichever the person in charge of conducting the vote elects), select the candidate that they want to hold the Executive Committee position;
  - (iii) the person charged with conducting the vote will collect each Voting Member's votes or count the amount of raised hands, whichever the case may be, and tally up which candidate has received the most votes; and
  - (iv) the candidate with the most votes will fill the Executive Committee position.
- (g) If a position on the Executive Committee cannot be filled at the Annual General Meeting and a vacancy remains on the Executive Committee, the Executive Committee may at a later date appoint a Member to fill that vacancy by majority vote at a meeting of the Executive Committee.
- (h) For the avoidance of doubt, any Member (including a Social Member) can be nominated for and hold a position on the Executive Committee.

### **8.4 Vacancy of Executive Committee Position**

- (a) A casual vacancy occurs in the office of an Executive Committee member and that office becomes vacant if the Executive Committee Member:
- (i) passes away;
  - (ii) resigns by giving notice in writing delivered to the Management Committee (and that resignation is accepted by resolution of the Management Committee);
  - (iii) is convicted of an offence under the Act;
  - (iv) becomes permanently incapacitated by mental or physical ill-health;
  - (v) is absent from more than three consecutive Executive Committee meetings without tendering an apology to the persons presiding at each Executive Committee meeting;
  - (vi) ceases to be a Member of the Association; or
  - (vii) is the subject of a resolution passed by a Special General Meeting of Voting Members terminating his/her appointment as an Executive Committee member.
- (b) In the event that a position on the Executive Committee becomes vacant during the term of office of the Executive Committee, the remaining Executive

Committee Members may appoint a Member to fill that vacancy by majority vote at a meeting of the Executive Committee.

### **8.5 Term of Executive Committee**

- (a) Each Executive Committee member's term will be from the date of his or her election until the next Annual General Meeting.
- (b) At each Annual General Meeting, all Executive Committee Members must stand down from office, but will be eligible for re-election in accordance with clause 8.3.

### **8.6 Powers and Duties, Roles and Responsibilities of the Executive Committee**

The Executive Committee will have the powers as set out in clause 6.

### **8.7 Specific Duties of President**

- (a) The President shall preside at all meetings of Members, the Executive Committee and the Management Committee and at all functions at which he/she will be present.
- (b) The President may at his/her discretion, but subject to the rules of this Constitution, delegate any of his/her duties to any other member of the Executive Committee or General Committee.
- (c) The President will represent the Association on all occasions requiring official representation, and will be the Association spokesperson on all matters relating to the activities, business and Objects of the Association.
- (d) The President must present to the Members at the Annual General Meeting a report in respect of activities and business of the Association, and of any events that have significantly affected the state of affairs of the Association during the preceding year.
- (e) The President will be an ex-officio member of all committees and sub-committees which may be appointed from time to time.
- (f) The President will, at any time of equality in votes, give a casting vote.
- (g) Other responsibilities of the President include, but are not limited to:
  - (i) ensuring that all Management Committee members and all sub-committees fulfil their responsibilities to the Association;
  - (ii) assist Management Committee members in their duties as required from time to time; and
  - (iii) working with the Secretary and Treasurer to seek ratification from the appropriate Management Committee member prior to committing the Association to any financial expenditure or action.



- (h) The President is accountable to all Members of the Association as well as the Management Committee.

### **8.8 Specific Duties of Vice-President**

- (a) The Vice President will assist the President with performing his/her duties in every manner possible.
- (b) In the absence of the President from any meeting, or when he/she desires to leave the chair, the Vice President will preside and conduct the business with the same powers the President would have.
- (c) In the event that the President and Vice President are both absent from any meeting, then the members of that meeting may by majority vote elect a chairperson amongst those present for that meeting.
- (d) The Vice-President is accountable to all Members of the Association as well as the Management Committee.

### **8.9 Specific Duties of the Secretary**

- (a) The Secretary's primary objectives are to ensure that appropriate administrative support is provided to the President, Management Committee and any sub-committee, as well as to provide support to ensure the efficient operation of the Association.
- (b) The Secretary must keep full and correct minutes of the proceedings of the Executive Committee and Management Committee.
- (c) In the event that:
  - (i) the Secretary is absent from any proceedings referred to in clause 8.9(b);  
or
  - (ii) the Secretary (with the President's consent) so elects,then the Secretary may nominate someone to take minutes in the place of the Secretary for that proceeding.
- (d) The Secretary is responsible for ensuring that the Association complies with section 53 of the Act in respect of the register of Members of the Association (as outlined in clause 12.6).
- (e) The Secretary is responsible for ensuring that the Association complies with section 35 of the Act by keeping and maintaining in an up-to-date condition the Constitution and, upon the request of a Member, the Secretary must make available the Constitution for inspection by the Member.
- (f) The Secretary is responsible for ensuring that the Association complies with section 58 of the Act by maintaining a record of the names and residential or

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postal addresses of the persons who hold the offices of the Association provided for by this Constitution, including:

- (i) all offices held by the persons who constitute the Executive Committee;
- (ii) all persons who are authorised to use the common seal of the Association; and
- (iii) any persons who are appointed or act as trustees on behalf of the Association,

and the Secretary must, upon the request of a Member, make available the record for the inspection of the Member and the Member may make a copy of or take an extract from the record but shall have no right to remove the record for that purpose.

- (g) The Secretary must give all Members notice of an Annual General Meeting or a Special General Meeting in accordance with clause 13.4.
- (h) Unless otherwise resolved at a Special General Meeting, the Secretary will have custody of all books, documents, records and registers of the Association other than those required to be kept and maintained by the Treasurer.
- (i) The Secretary is required to report to the President and the Management Committee, including but not limited to:
  - (i) providing a report on any aspect of portfolio operations to the monthly Management Committee meeting; and
  - (ii) working with the President and Treasurer to seek ratification from the appropriate Management Committee member prior to committing the Association to any financial expenditure or action.

### **8.10 Specific Duties of the Treasurer**

- (a) The Treasurer is responsible for the receipt of all moneys paid to or received by the Association as the Executive Committee or Management Committee may from time to time direct.
- (b) The Treasurer must pay all such moneys received by the Association into such account or accounts of the Association as the Management Committee may from time to time direct.
- (c) The Treasurer must make payments from the funds of the Association with the authority of the Management Committee and in doing so the Treasurer must ensure that all cheques are signed by:
  - (i) the Treasurer; and
  - (ii) at least one other authorised Executive Committee Member.

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- (d) The Treasurer is responsible for ensuring that the Association complies with sections 66, as well as sections 68 and 70 or sections 71 and 73 or sections 74 and 76 (as applicable) of the Act with respect to the accounting records of the Association by:
  - (i) keeping the Association's accounting records so as to correctly record and explain the financial transactions and financial position of the Association;
  - (ii) keeping the Association's accounting records in such a manner as will enable true and fair accounts of the Association to be prepared from time to time;
  - (iii) keeping the Association's accounting records in such a manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and
  - (iv) submitting to Members at the Annual General Meeting the accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- (e) The Treasurer must, whenever directed to do so by the President, submit to the Management Committee a report, balance sheet or financial statement in accordance with that direction.
- (f) Unless Voting Members resolve otherwise at a Special General Meeting, the Treasurer will have custody of all securities, books and documents of a financial nature and accounting records of the Association.
- (g) The Treasurer must also work with the President and Secretary to seek ratification from the appropriate Management Committee member prior to committing the Association to any financial expenditure or action.
- (h) The Treasurer is required to report to the President as well as the Management Committee.

### **8.11 Specific Duties of the Registrar**

- (a) The Registrar's primary responsibility is to ensure that all Playing Members are registered or transferred in accordance with the WAAFL Regulations or any other applicable regulations or legislative authority from time to time.
- (b) The Registrar's primary responsibilities include but are not limited to:
  - (i) registering all new players within any relevant WAAFL guidelines and ensuring that all Playing Members are registered;
  - (ii) registering a copy of any injury reports sustained by a Playing Member of the Association;
  - (iii) processing any insurance claims;

- (iv) recording the number of games played by each Playing Member for that season;
  - (v) liaising with the Treasurer and any relevant Members with regards to outstanding fees; and
  - (vi) liaising with the Secretary to ensure that all player contact details are kept up to date in accordance with this Constitution.
- (c) The Registrar is required to report to the President as well as the Management Committee.

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## **9. GENERAL COMMITTEE**

### **9.1 General Requirements**

- (a) A General Committee of a minimum of three Members shall be elected at the Annual General Meeting.
- (b) All General Committee members must be Members of the Association.

### **9.2 Nomination of General Committee members**

- (a) Any Voting Member may nominate another Member for election to the General Committee by either:
  - (i) writing to the Secretary during the notice period for the Annual General Meeting; or
  - (ii) verbally nominating the Member at the Annual General Meeting.
- (b) If a Member is nominated for election to the General Committee in accordance with clause 9.2(a), the Member may either accept or decline the nomination by:
  - (i) writing to the Secretary prior to the commencement of the Annual General Meeting; or
  - (ii) verbally accepting or declining the nomination at the Annual General Meeting.
- (c) Any nomination made under this clause 9.2 must be seconded by another Voting Member at the Annual General Meeting.
- (d) For the avoidance of doubt, any Member including a Social Member can be nominated for and hold a position on the General Committee.
- (e) If a position on the General Committee cannot be filled at or prior to the first meeting of the incoming Management Committee and a vacancy remains on the General Committee, the Management Committee may at a later date appoint a Member to fill that vacancy by majority vote at a meeting of the Management Committee.

### **9.3 Vacancy of General Committee Position**

- (a) A casual vacancy occurs in the office of a General Committee member and that office becomes vacant if the General Committee Member:
  - (i) passes away;
  - (ii) resigns by giving notice in writing delivered to the Management Committee (and that resignation is accepted by resolution of the Management Committee);
  - (iii) is convicted of an offence under the Act;
  - (iv) becomes permanently incapacitated by mental or physical ill-health;
  - (v) ceases to be a Member of the Association; or
  - (vi) is the subject of a resolution passed by a Special General Meeting of Voting Members terminating his/her appointment as a General Committee member.
- (b) In the event that a position on the General Committee becomes vacant during the term of office of the General Committee, the Management Committee may (if it elects) appoint a Member to fill that vacancy by majority vote at a meeting of the Management Committee.

### **9.4 Term of General Committee**

- (a) Each General Committee member's term will be from the date of his or her election until the next Annual General Meeting.
- (b) At each Annual General Meeting, all General Committee Members must stand down from office, but will be eligible for re-election in accordance with clause 9.2.

### **9.5 Powers and Duties of the General Committee**

The Executive Committee may delegate its powers, as set out in clause 6, to one or more General Committee members as the Executive Committee sees fit.

### **9.6 Sub-Committees**

- (a) The Management Committee may appoint sub-committees for the management of matters of special interest.
- (b) The President, Vice-President and Secretary will be ex-officio members of all such sub-committees.

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## **10. MANAGEMENT COMMITTEE MEETINGS**

- (a) The Management Committee will meet on a monthly basis on the third Tuesday of each month.

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- (b) The Management Committee has the right to hold meetings on an alternative day if agreed to by the majority of members on the Management Committee.
- (c) A quorum at the meeting will consist of 50% of the members of the Management Committee.
- (d) Each Management Committee member will have one vote, except that the President will have a casting vote in the case of a deadlock.
- (e) The President will preside at all meetings of the Management Committee (as chairperson).
- (f) In the event that the President is absent from a Management Committee Meeting, the Vice President will preside over the meeting.
- (g) In the event that the President and Vice President are both absent from a Management Committee Meeting, then another member of the Management Committee shall preside over the meeting as determined by majority vote.

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### **11. INTERESTS OF THE COMMITTEE**

- (a) In accordance with section 42 of the Act, any member of the Management Committee who has a direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Management Committee must, as soon as he/she becomes aware of his/her interest, disclose the nature and extent of his/her interest to the Management Committee.
- (b) Clause 11(a) does not apply to the extent of any pecuniary interest that exists only by virtue of the fact that the member of the Management Committee is a member of a class of persons for whose benefit the Association is established.
- (c) In accordance with section 43 of the Act, any member of the Management Committee who has a direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Management Committee, must not take part in any deliberations or decision of the Management Committee with respect to that contract.
- (d) The Secretary must cause every such disclosure made by a member of the Management Committee in accordance with this clause 11 to be recorded in the minutes of the meeting of the Management Committee at which it is made.

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### **12. MEMBERSHIP OF THE ASSOCIATION**

#### **12.1 General**

- (a) Membership of the Association is open to all persons, subject to the discretion of the Management Committee.
- (b) Membership to the Association can be attained by paying the prescribed membership fee as set by the Management Committee from season to season.

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- (c) The levels of membership at the Association are as follows:
  - (i) Playing Membership (**Playing Member**);
  - (ii) Beach Club Membership (**Beach Club Member**);
  - (iii) Life Membership (**Life Member**); and
  - (iv) Social Membership (**Social Member**).
- (d) The Management Committee may, in its reasonable discretion, decline membership to any person.

### **12.2 Playing Membership**

- (a) Any person playing for the Association in any of its teams automatically becomes a Playing Member of the Association and as such shall be entitled to exercise the privileges of Playing Membership of the Association as set by the Executive Committee from season to season by paying the prescribed membership fee as set by the Executive Committee from season to season.
- (b) In addition to the membership fee, Playing Members of the Association may also be required to pay a game-by-game playing fee, which will be set by the Management Committee from time to time.

### **12.3 Beach Club Membership**

- (a) Any person either associated or not associated with the Association who is or is not themselves a Playing Member is entitled to become a Beach Club Member of the Association and as such shall be entitled to exercise the privileges of Beach Club Membership of the Association as set by the Management Committee from season to season by paying the prescribed membership fee as set by the Management Committee from season to season.
- (b) A Playing Member and/or a Life Member can also be a Beach Club Member. However, any Playing Member or Life Member that is also a Beach Club Member is only entitled to one vote referred to in clause 15.

### **12.4 Life Membership**

- (a) Life Membership is the highest award and honour that can be bestowed on any Member of the Association.
- (b) Members will be nominated for Life Membership of the Association at the discretion of the Management Committee.
- (c) The privileges of Life Membership are being exempt from paying some or all annual membership fees and entrance fees to the annual presentation night of the Association.

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- (d) Life Membership may be awarded to any Member or former Member who has rendered outstanding or meritorious service to the Association as a player, office bearer or volunteer over a minimum period of 10 years.
- (e) A Life Membership committee ("**Life Membership Committee**"), which consists of a minimum of five current Life Members and is appointed by the Management Committee, will:
  - (i) annually review the history and service of Members and former Members whom they consider eligible and worthy of Life Membership; and
  - (ii) consider any nominations for Life Membership submitted in writing, with supporting evidence, by a minimum of 2 Voting Members.
- (f) The Life Membership Committee will be reviewed and appointed on or around 30 June each year by the Management Committee. The Life Membership Committee can consist of Life Members that have previously sat on the Life Membership Committee.
- (g) For the sake of clarification, players of the Association who have played 150 games, or any other given number of games, are not automatically eligible for Life Membership. Nor should a player who has not played 150 games, or any given number, be considered ineligible for Life Membership.
- (h) The Life Membership Committee shall advise the Management Committee of nominations and their recommendations. Should the nominee be a current member of the Management Committee, the nomination must be forwarded directly to the President.
- (i) Before a Life Membership nomination can be passed on to the Management Committee for voting in accordance with clause 12.4(j), below, the Life Membership Committee must approve of the nomination by no less than a 75% majority.
- (j) The Management Committee must approve the nomination by no less than a 75% majority in a secret written ballot for Life Membership to be awarded.
- (k) Life Memberships are awarded at the annual presentation night of the Association on a date set by the Management Committee.

### **12.5 Social Membership**

- (a) In addition to the levels of membership set out in clauses 12.2, 12.3 and 12.4, the Association also accepts Social Members.
- (b) Any person either associated or not associated with the Association who is not themselves a Playing Member, Beach Club Member or Life Member is entitled to become a Social Member of the Association and as such shall be entitled to exercise the privileges of Social Membership of the Association as set by the Executive Committee from season to season by paying the



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prescribed membership fee as set by the Executive Committee from season to season.

- (c) Social Members do not have any voting rights under this Constitution.

### **12.6 Register of Members of the Association**

- (a) In accordance with section 53 of the Act and this Constitution, the Secretary is responsible for keeping and maintaining, in an up-to-date condition, a register of the Members of the Association and their postal or residential addresses and, upon the request of a Member of the Association, will make the register available for inspection by the Member and the Member may make a copy of, or take an extract from, the register but will have no right to remove the register for that purpose.
- (b) The register must be so kept and maintained at the Secretary's place of residence or at such other place as the Members decide at an Annual General Meeting or Special General Meeting.
- (c) The Secretary must cause the name of any person who passes away or ceases to be a Member to be deleted from the register of Members.

### **12.7 Termination by Member of Membership of the Association**

- (a) A Member may cancel his or her membership of the Association by providing written notice to the Secretary.
- (b) The Member remains liable to pay (without set-off or deduction) to the Association the amount of any membership fees due and payable by that Member to the Association but unpaid at the date of cancellation.

### **12.8 Termination by Executive Committee of Membership of the Association**

- (a) The Management Committee may, at its sole discretion, suspend or cancel the membership of any Member who:
  - (i) fails to pay the prescribed membership fee by the deadline determined by the Management Committee from year to year; and/or
  - (ii) in the absolute determination of the Management Committee, is conducting themselves in a manner that is detrimental to the interests of the Association.
- (b) In the event that the Management Committee cancels the membership of a Member in accordance with clause 12.8(a)(ii), the Management Committee must communicate in writing to the Member:
  - (i) that their membership has been cancelled;
  - (ii) the effective date of the cancellation;

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- (iii) the particulars of their conduct that is detrimental to the interests of the Association; and
  - (iv) the details (if any) of their ability to re-apply for membership at a later date.
- (c) In the event that a Member has their membership terminated in accordance with clause 12.8(a)(ii), the Member is entitled to put forward a case in writing for membership re-instatement at the next meeting of the Management Committee.
- (d) The Management Committee may, at its sole discretion, reinstate the membership of any Member whose membership has previously been cancelled by the Management Committee.

### **12.9 No Refunds**

No refunds will be issued where the Association (through the Management Committee) cancels a membership, whether the cancellation is at the discretion of either the Management Committee or the Member.

### **12.10 Disputes**

- (a) This clause 12.10 applies to:
- (i) disputes between Members; and
  - (ii) disputes between the Association and one or more Members,
- that arise under the Constitution or relate to the Constitution.
- (b) In this clause 12.10, the term "Member" includes any former Member whose membership ceased not more than six months before the dispute occurred.
- (c) The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- (d) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this clause by giving written notice to the Secretary of the parties to, and details of, the dispute.
- (e) The Secretary must convene an Executive Committee Meeting within 28 days after the Secretary receives notice of the dispute under clause 12.10(d) for the Executive Committee to determine the dispute.
- (f) At the Executive Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.

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- (g) The Secretary must inform the parties to the dispute of the Committee's decision and the reasons for the decision within 7 days after the Committee Meeting referred to in clause 12.10(e).
- (h) If any party to the dispute is dissatisfied with the decision of the Executive Committee they may elect to initiate further dispute resolution procedures as set out in the Constitution.

### **12.11 Mediation**

- (a) This clause 12.11 applies:
  - (i) Where a person is dissatisfied with a decision made by the Executive Committee under clause 12.10; or
  - (ii) Where a dispute arises between the Member or more than one Member and the Association and any party to the dispute elects not to have the matter determined by the Executive Committee.
- (b) Where the dispute relates to a proposal for the suspension or expulsion of a Member this clause does not apply until the procedure under clause 12.8 in respect of the proposed suspension or expulsion has been completed.
- (c) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 12.10(c), or a party to the dispute is dissatisfied with a decision made by the Committee under rule 12.10(g) a party to a dispute may:
  - (i) provide written notice to the Secretary of the parties to, and the details of, the dispute; and
  - (ii) agree to, or request the appointment of, a mediator to resolve the dispute.
- (d) The party, or parties requesting the mediation must pay the costs of the mediation.
- (e) The mediator must be:
  - (i) a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement:
    - A. if the dispute is between a Member and another Member – a person appointed by the Executive Committee; or
    - B. if the dispute is between a Member or more than one Member and the Association, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.

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- (f) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (h) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session
- (i) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard;
  - (ii) allow all parties to consider any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (j) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

### **12.12 Inability to resolve disputes**

If a dispute cannot be resolved under the procedures set out in the Constitution, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

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## **13. MEETINGS**

### **13.1 Annual General Meeting**

There must be an Annual General Meeting within the time limits provided for the holding of such a meeting under section 50 of the Act, that is, in every calendar year within four months after the end of the Association's financial year or such longer period as may in a particular case be allowed by the Commissioner.

### **13.2 Special General Meeting**

- (a) The Management Committee must, within 30 days of receiving a request in writing to do so from not less than 10% of Voting Members, convene a Special General Meeting for a legitimate purpose specified in that request.
- (b) The Voting Members making a request for a Special General Meeting must state in that request the purpose for which the Special General Meeting concerned is required and sign that request.

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- (c) If a Special General Meeting is not convened within the relevant period of 30 days referred to in clause 13.2(a), the Voting Members who made the request concerned may themselves convene a Special General Meeting as if they were the Management Committee, and the Association must pay the reasonable expenses of convening and holding the Special General Meeting.
- (d) The Management Committee may otherwise in its own discretion convene a Special General Meeting.

### **13.3 Special Resolutions**

- (a) A Special Resolution may be moved either at a Special General Meeting or at an Annual General Meeting.
- (b) In accordance with section 51 of the Act:
  - (i) a resolution is a Special Resolution if it is passed by a majority of not less than three-fourths of the members of the Association who are entitled under the rules of the Association to vote (i.e. Voting Members) and vote in person or, where proxies or postal votes are allowed by the rules of the Association by proxy or postal vote, at a general meeting of which Notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with the rules of the Association; and
  - (ii) at a meeting at which a resolution proposed as a Special Resolution is submitted, a declaration by the person presiding that the resolution has been passed as a Special Resolution shall be evidence of the fact unless, during the meeting at which the resolution is submitted, a poll is demanded in accordance with the rules of the Association or, if the rules do not make provision as to the manner in which a poll may be demanded, by at least 3 Members of the association present in person or, where proxies are allowed, by proxy.
- (c) A declaration by the person presiding as to the result of a poll taken under clause 13.3(b)(ii) is evidence of the matter so declared.

### **13.4 Notice of Annual General Meetings and Special General Meetings**

- (a) The Secretary must give to all Members not less than 21 days' notice of an Annual General Meeting or a Special General Meeting, and that notice must specify:
  - (i) when and where the meeting concerned is to be held; and
  - (ii) particulars of the business to be transacted at the meeting concerned and the order in which that business is to be transacted.
- (b) The Secretary must give to all Members not less than 21 days' notice of the meeting at which a Special Resolution is to be proposed.

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- (c) Any notice given in accordance with clause 13.4(b) must also include the Special Resolution to be proposed and the intention to propose the resolution as a Special Resolution.
- (d) The Secretary may give notice under this clause 13.4 by serving it on each Member:
  - (i) personally; or
  - (ii) by post; or
  - (iii) by email; or
  - (iv) by fax; or
  - (v) otherwise by posting it on the Association's web page.
- (e) When a notice is sent by post, sending of the notice will be deemed to be properly effected if the notice is sufficiently addressed and posted to the Member concerned by ordinary prepaid mail.

### **13.5 Business at an Annual General Meeting**

At an Annual General Meeting, the particulars of the business to be transacted and the order in which that business is to be transacted will be as follows:

- (a) first, the consideration of the accounts of the Association and the reports of the Management Committee;
- (b) second, the election of the Executive Committee and General Committee members to replace outgoing Executive Committee and General Committee members; and
- (c) third, any other business requiring consideration by the Association.

### **13.6 Quorum at General Meetings**

- (a) For the purposes of clauses 13.6, 13.7, 13.8, 14, 15 and 16, "General Meeting" refers to both the Annual General Meeting and any Special General Meeting.
- (b) A quorum at a General Meeting will consist of 20% of Voting Members present in person, provided that each of those Voting Members has paid their prescribed membership fee for the current financial year to the Association.
- (c) If within thirty minutes after the time specified for the holding of a General Meeting a quorum is not present, the General Meeting lapses and the General Meeting stands adjourned to the same time on the same day in the following week and to the same venue.
- (d) If within thirty minutes of the time appointed for the resumption of an adjourned General Meeting in accordance with clause 13.6(c) a quorum is still not present, the Members who are present in person or by proxy may

## **North Beach Football Club Constitution**

nevertheless proceed with the business of that General Meeting as if a quorum were present.

- (e) The Chairperson may, with the consent of a General Meeting at which a quorum is present, and must, if so directed by such a General Meeting, adjourn that General Meeting from time to time and from place to place.
- (f) There must not be transacted at an adjourned General Meeting other than business that was left unfinished or on the agenda at the time when the General Meeting was adjourned.
- (g) When a General Meeting is adjourned for a period of thirty days or more, the Secretary must give notice under clause 13.4 as if that General Meeting were a fresh General Meeting.

### **13.7 Proceedings at General Meetings**

- (a) The President must preside at all General Meetings (as Chairperson) and, in the President's absence, another member of the Executive Committee will preside over the General Meeting as determined by a majority vote.
- (b) At a General Meeting:
  - (i) an ordinary resolution put to the vote will be decided by a majority of votes cast on a show of hands, subject to a poll being demanded by the Chairperson or by three or more Voting Members present in person or by proxy (and such a poll demanded must be taken immediately on that demand being made); and
  - (ii) a Special Resolution put to the vote will be decided in accordance with section 51 of the Act and as set out in clause 13.3, subject to a poll being demanded by the Chairperson or by three or more Voting Members present in person or by proxy (and such a poll demanded must be taken immediately on that demand being made).
- (c) A declaration by the Chairperson of a General Meeting that a resolution has been passed as an ordinary resolution at the meeting will be evidence of that fact unless, during the General Meeting at which the resolution is submitted, a poll is demanded.
- (d) If a poll is demanded and taken in respect of an ordinary resolution, a declaration by the Chairperson of the result of the poll is evidence of the matter so declared.

### **13.8 Polls**

A poll must be taken in any such manner as the Chairperson directs.

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**14. MINUTES OF MEETINGS OF THE ASSOCIATION**

- (a) The Secretary must cause proper minutes of all proceedings of all General Meetings and Management Committee meetings to be taken and then to be entered within 30 days after the holding of each General Meeting or Management Committee meeting in a minute book kept for that purpose.
- (b) The Chairperson must ensure that the minutes taken of a General Meeting or Management Committee meeting are checked and signed as correct by the Chairperson of the general meeting or Management Committee meeting to which those minutes relate or by the Chairperson of the next succeeding General Meeting or Management Committee meeting.
- (c) When minutes have been entered and signed under this clause 14 they are, until the contrary is proved, evidence that:
  - (i) the General Meeting or Committee Meeting to which they relate was duly convened and held;
  - (ii) all proceedings recorded as having taken place at the meeting did in fact take place at the meeting; and
  - (iii) all appointments or elections purporting to have been made at the meeting have been validly made.

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**15. VOTING RIGHTS OF MEMBERS OF THE ASSOCIATION**

- (a) Subject to the rules of this Constitution, each Playing Member, Beach Club Member and Life Member present in person or by proxy at a General Meeting is entitled to a deliberative vote and is as such a Voting Member.
- (b) For the avoidance of any doubt, Social Members will not be entitled to any right to vote at a General Meeting (including the Annual General Meeting or any Special General Meeting) given under this clause 15.

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**16. PROXIES OF MEMBERS OF THE ASSOCIATION**

A Voting Member may appoint in writing another Member to be the proxy of the appointing Voting Member and to attend, and vote on behalf of the appointing Voting Member at any General Meeting.

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**17. COMMON SEAL OF THE ASSOCIATION**

- (a) The Association must have a common seal on which its corporate name appears in legible characters.
- (b) The common seal of the Association must not be used without the express authority of the Executive Committee.
- (c) Every use of the common seal must be recorded in the minute book set out in clause 14(a).



- (d) The affixing of the common seal of the Association must be witnessed by any two members of the Executive Committee.
- (e) The common seal of the Association must be kept in the custody of the Secretary or any other such person as the Executive Committee from time to time determines.

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**18. INSPECTION OF RECORDS OF THE ASSOCIATION**

A Member may at any reasonable time and upon giving reasonable notice inspect without charge the books, documents, records and securities of the Association.

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**19. CHANGES TO THIS CONSTITUTION**

The Association may alter or rescind the rules contained in this Constitution, or make rules additional to the rules contained in this Constitution, in accordance with the procedure set out in sections 30, 31 and 33 of the Act which are as follows:

- (a) Subject to clauses 19(b) and (c) below, the Association may alter its rules by Special Resolution but not otherwise.
- (b) Within one month of the passing of a Special Resolution altering its rules, or such further time as the Commissioner may in a particular case allow, the Association must lodge with the Commissioner notice of the Special Resolution setting out particulars of the alteration together with a certificate given by a member of the Executive Committee certifying that the resolution was duly passed as a Special Resolution and that the Constitution so altered conforms to the requirements of this Act.
- (c) An alteration of this Constitution does not take effect until the requirements of clause 19(b) are met and complied with.
- (d) An alteration to the rules of the Association having effect to change the name of the Association does not take effect until clauses 19(a) to (c) inclusive are complied with and the approval of the Commissioner is given to change the name of the Association.
- (e) An Alteration to the rules of the Association having effect to alter the objectives and purposes of the Association does not take effect until clauses 19(a) to (c) inclusive are complied with and the approval of the Commissioner is given to alter the objectives and purposes of the Association.

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**20. COACHES**

- (a) The Executive Committee has the power to call for applications and to make the appointments and terms of appointments of coaches as required.
- (b) The Executive Committee will decide the remuneration (if any) for coaches in consideration for their services.

- (c) A coach may be a member of the General Committee, but may not hold any Executive Committee position within the Association.
- (d) The appointment of the captain and vice captains of each team may be determined from time to time by the Management Committee in conjunction with the coaches.

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## **21. FINANCIAL YEAR**

The financial year of the Association will commence on the first day of July on any year and close on the thirtieth day of June in the following year.

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## **22. WINDING UP OF THE ASSOCIATION**

The Association may be dissolved, amalgamated or wound up by a Special Resolution carried by Voting Members present at any Special General Meeting of Voting Members.

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## **23. DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP**

- (a) If upon the winding up or dissolution of the Association in accordance with clause 22 there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the Members or former Members.
- (b) The surplus property must be given or transferred either to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, or for charitable purposes.

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## **24. CLUB LOGO**

- (a) The Club Logo is the logo specified in Annexure A of this Constitution.
- (b) The Club Logo may only be changed by way of a Special Resolution as referred to in clause 13.3.

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## **25. CLUB UNIFORM**

- (a) The Club Uniform, which is to be worn by Playing Members during games, is the uniform specified in Annexure B of this Constitution.
- (b) In the event that Playing Members are required to wear an alternative uniform due to clash reasons, then the Management Committee will decide on that clash uniform.
- (c) The Club Uniform may only be changed by way of a Special Resolution as referred to in clause 13.3.

**26. CLUB SONG**

- (a) The Club Song is the song specified in Annexure C of this Constitution.
- (b) The Club Song may only be changed by way of a Special Resolution as referred to in clause 13.3.

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**27. PAYMENT OF INCOME OR PROPERTY TO MEMBERS**

- (a) Subject to clauses 27(b) and (c), none of the income or property of the Association may be paid directly or indirectly, by way of dividend, bonus or otherwise, to a Member.
- (b) Clause 27(a) does not prevent:
  - (i) subject to clause 27(c), the payment in good faith of remuneration to any member, director, officer or employee in return for any services actually rendered to the Association or for goods supplied to the Association in the ordinary and usual course of business;
  - (ii) the payment of reasonable and proper rent by the Association to a Member for premises leased to the association by the member; or
  - (iii) the reimbursement of out-of-pocket expenses for travel and accommodation incurred on behalf of the association by any member or director in connection with the member or director's functions as a member or director.
- (c) Before a payment proposed to a member of the Management Committee under clause 27(b) can be made, the payment must first be authorised by Members by way of an ordinary resolution.

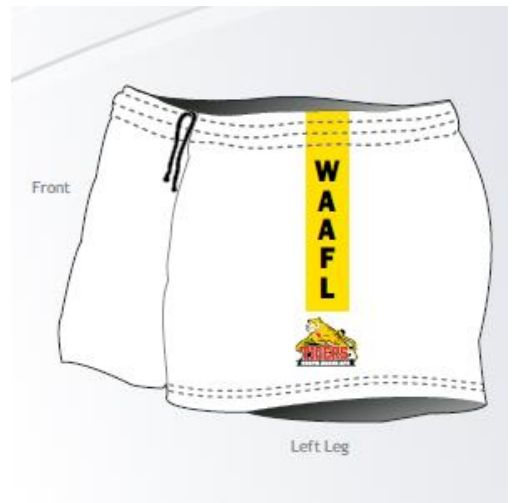
**ANNEXURE A**

**Club Logo**



**ANNEXURE B**

**Club Uniform**



**ANNEXURE C**

**Club Song**

"We eat horse shoe nails for breakfast,

And concrete bricks at night,

We comb our hair with cross cut saws and shave with dynamite,

With broken glass for toothpaste, and barb wire for a rub,

We're the rough and rugged Tigers of the North Beach Football Club,

Are we good? Are we good? Are we any bloody good?

Yes we are; yes we are; we're the bloody best by far!

North Beach Beach Beach Beach Beach!"