

Angle Vale Soccer Community Club Inc



Constitution

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As per CBS Request

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CONSTITUTION

of

ANGLE VALE SOCCER AND COMMUNITY CLUB INC



1. NAME OF CLUB

The name of the club is *Angle Vale Soccer and Community Club Inc* (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Act 1985 (SA)*.

Annual General Meeting means a meeting held once a year and of the kind described in **clause 7**.

Appointed Officer means an Executive Officer *appointed* under **clause 8**.

Associations means the various Associations that the Club may affiliate with from time to time

Club (The Club) means the Angle Vale Soccer and Community Club Inc

Constitution means this constitution of the Club.

EDJSA means Elizabeth & Districts Junior Soccer Association Inc

Elected Officer means an Executive Officer *elected* under **clause 8**.

Executive Committee means the body consisting of all the *elected* Executive Officers, who are effectively the management committee and who are entrusted to manage the affairs of the Club.

Executive Sub-Committee means the sub-committee consisting of all the *appointed* Executive Officers, who are under direct supervision and authority of the Executive Committee

Executive Officer means an *elected* member of the Executive Committee and includes elected Officer bearers and any person acting in that capacity from time to time appointed in accordance with this Constitution.

FFSA means Football Federation SA Incorporated

Financial year means the year commencing on 1 October and ending on 30 September each year.

General Meeting means any general meetings of Members other than the Annual General Meeting or Special General Meeting.

Individual Member means a registered, financial member of the club, be that a player or an individual non playing person, who is at least 18 years of age.

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

Junior Member means a registered, financial member of the club who is younger than 18 years of age.

Local Area means the geographical area for which the Club is responsible and as recognised by the Club.

Life Member means an Individual Member appointed as a life member of the Club under **clause 5.2**.

Meeting means either an Annual General Meeting, Special General Meeting or General Meeting

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

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

Regulations means any regulations made by the Executive Committee under **clause 10.4**.

SAASL means the South Australian Amateur Soccer League Inc

Seal means the common seal of the Club.

Special General Meeting means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

Special Resolution means a special resolution defined in the Act.

Sport means the sport of soccer.

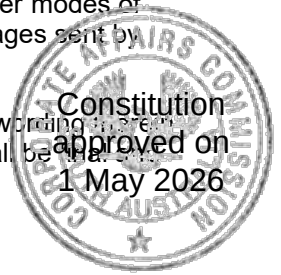
2.2 Interpretation

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 other genders;
- (e) references to person include corporations and bodies politic;
- (f) references to a person include the legal person 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);



- (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; and
- (i) any doubt arising as to the application or meaning of any clause or wording shall be decided by a vote at a General Meeting, which decision shall be final and conclusive.



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.

3. OBJECTS OF THE CLUB

The objects of the Club are, within the Local Area and South Australia generally (where applicable), to:

- (a) conduct, encourage, promote, advance and administer the Sport;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport;
- (c) affiliate and otherwise liaise with the EDJSA and SAASL and FFSA or other like entities from time to time, where applicable, and comply with the constitutions, regulations and rules of these bodies to further these Objects;
- (d) adopt and implement such policies as may be developed by EDJSA and SAASL and FFSA, or other like entities from time to time, including (as relevant and applicable) Member protection, anti-doping, health and safety, player and child welfare, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport;
- (f) advance the operations and activities of the Club;
- (g) maintain and enhance the reputation of the Club and the Sport and the standards of play and behaviour of participants in the Sport;
- (h) promote at all times mutual trust and confidence between the Club and EDJSA and SAASL and FFSA or other like entities from time to time, and the Members in pursuit of these Objects;
- (i) promote the economic and community service success, strength and stability of the Club, the Members and the Sport;
- (j) use and protect the Intellectual Property appropriately;
- (k) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club;

- (l) have regard to the public interest in the operations of the Club;
- (m) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (n) 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; and
- (o) promote the health and safety of Members and all other participants in the Sport.



4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act, namely to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property;
- (b) administer any property on trust;
- (c) invest its moneys —
 - (i) in any security in which trust moneys may, by Act of Parliament, be invested; or
 - (ii) in any other manner authorised by the rules of the Club;
- (d) borrow money upon such terms and conditions as the Club thinks fit;
- (e) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (f) appoint agents to transact any business of the Club on its behalf; and
- (g) enter into any other contract it considers necessary or desirable.

5. MEMBERSHIP

5.1 Categories of Members

The Members of the Club shall consist of:

- (a) **Individual Members**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;
- (b) **Junior Members**, who subject to this constitution, shall have no right to receive notice of Meetings and no right to be present or debate or vote at Meetings;
- (c) **Parent/guardian of a Junior Member**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate however may not vote at Meetings
- (d) **Life Members**, who subject to this constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings
- (e) **Current Executive and Executive Sub-Committee Members**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;

- (f) such new categories of Members as may be created by the Executive Committee. Any new category of Member created by the Executive Committee cannot be granted voting rights without the approval of the Club in a Meeting.

5.2 Life Members

- (a) Life membership is the highest honour that can be bestowed by the Club on longstanding and valued service to the Club or to the Sport in South Australia.
- (b) Any Member may recommend a person for Life Membership by notice in writing to the Executive Committee as detailed in the Regulations.
- (c) The minimum requirement to be eligible for Life Membership is 10 consecutive years as a player
- (d) A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Executive Committee.
- (e) A Life Member has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings.
- (f) A Life Member cannot be required to pay club player fees or subscriptions (other than fees that are required to be paid by a participant in the Sport in his or her capacity as a participant in the Sport, for the relevant association).
- (g) No benefits awarded a life member can be transferred, or in any other way given to any other person or entity.

5.3 Application for Membership

- (a) Subject to this **clause 5**, an applicant candidate for membership must apply to the Club in writing.
- (b) The application must:
 - (i) be in a form approved by the Executive Committee.
 - (ii) contain full particulars of the name and address and contact details of the applicant.
 - (iii) identify the category of membership for which the applicant is applying; and
 - (iv) contain any other information prescribed by Regulation for an application for membership in that category.

5.4 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application for membership whether or not the applicant has complied with the requirements in this **clause 5**. The Club shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (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 Secretary shall amend the register accordingly as soon as practicable.

- (c) Where the Club rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

5.4 Renewal

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



5.5 Obligations of Members

Each Member must:

- (a) treat all volunteers, contractors and representatives of the Club, or the associations, and all those involved with the Sport with respect, decency and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of the Club, and the associations, and the Sport;
- (c) not act in a manner:
 - (i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, the associations, or the Sport; or
 - (ii) that is likely to bring the Club, the associations or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Club, or the associations, or the Sport and its maintenance and development; and
- (d) adopt and implement such policies as may be developed by the Club;
- (e) have regard to the Objects in any way pertaining to the Sport;

5.9 Club to Keep Register

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain, at least;
 - (i) the full name, address, category of membership and date of entry to membership of each Member and Executive Officer; and
 - (ii) where applicable, the date of termination of membership of each previous Member.
- (b) the Register may contain such other information as the Executive Committee or Executive Sub-Committee considers appropriate; including but not limited to First Aid Certificate, Coaching Certificate, Working With Children Clearance, Police Clearance, parents name of juniors and contact details
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within one month of such change.

5.10 Inspection of Register

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members who make a reasonable request for a purpose.

5.11 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 Executive Committee considers appropriate.

5.12 Effect of Membership

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations and policies of the Club (as well as the constitutions, regulations and policies of or the associations, where applicable);
- (b) they shall comply with and observe this Constitution and the Regulations and policies of the Club and also any determination, resolution or decision, which may be made or passed by the Executive Committee or other entity with delegated authority on behalf of the Club;
- (c) by submitting to this Constitution and the Regulations and policies of the Club, they are subject to the jurisdiction of the Club, or the associations, (where applicable);
- (d) the Constitution and the Regulations and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Region and South Australia; and
- (e) they are entitled to all benefits, advantages, privileges and services of being a Member of the Club.

5.13 Resignation of Membership

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club, subject to the clauses below.
- (b) Once the Club receives notice of resignation of membership given under this **clause 5.13 (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.

5.14 Discontinuance of Membership for Breach

- (a) Membership of the Club may be discontinued by the Executive Committee upon breach of any clause of this Constitution or the Regulations or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the failure to comply with the Regulations or any resolutions or determinations made or passed by the Executive Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Executive Committee under **clause 5.14(a)** without the Executive Committee first giving the relevant Member sufficient opportunity to explain the breach and/or remedy the breach.



- (c) A Member may not be expelled unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally, including the ability to appeal a decision.
- (d) Where a Member fails, in the Executive Committee's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 5.14(a)**. The Club shall give written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.14** as soon as practicable.



5.15 Member to Re-Apply for Membership

A Member whose membership has been discontinued under **clauses 5.13 or 5.14**:

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

5.16 Forfeiture of Rights

- (a) A Member who or which 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.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

5.17 Membership May be Reinstated

Membership which has been discontinued under this **clause 5** may be reinstated at the discretion of the Executive Committee, with such conditions of membership as the Executive Committee deems appropriate.

5.18 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 at the discretion of the Executive Committee.

5.19 Subscriptions and Fees

- (a) The Executive Committee may:
 - (i) fix annual membership subscriptions;
 - (ii) fix such other fees or levies as the Executive Committee considers prudent for the effective and sustainable management of the affairs of the Club; and
 - (iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.
- (b) The Executive Committee may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.
- (c) The Executive Committee may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.

- (d) On admission to membership, a new Member must pay the current full year's subscription unless the Executive Committee agrees to accept payment in instalments.
- (e) The Executive Committee may waive all or part of a Member's subscription fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Executive Committee is satisfied that there are special reasons to do so.



6. DISCIPLINE AND DISPUTE RESOLUTION

6.1 Regulations

- (a) The Executive Committee may make Regulations governing the hearing and determination of internal disputes, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or any other matter involving the enforcement of this Constitution or the Regulations or policies of the Club against Members or participants or the Club (including, but not limited to, matters which involve Members acting in a manner unbecoming of a Member or prejudicial to the Objects or interests of the Club and/or Sport or Members bringing other Members, the Club and/or Sport into disrepute).
- (b) A Regulation made under this **clause 6.1** may:
 - (i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 6.1**;
 - (ii) prescribe penalties for breaches of this Constitution or the Regulations or policies of the Club;
 - (iii) invest a judiciary committee or tribunal with power to impose penalties; and
 - (iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 6.1**.
- (c) Despite any Regulation made under this **clause 6.1**, and unless otherwise specified, the Executive Committee may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

6.2 Natural Justice and Procedural Fairness

All proceedings relating to matters falling under **clause 6.1** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally. All members have the right to appeal a decision under **clause 5.14**.

6.3 Process

- (a) The dispute resolution procedure set out in this clause applies to disputes between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) Any disputes between Members and other Clubs or the associations, are to be dealt with by the associations, where applicable.
- (c) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is involved in the dispute.

- (d) 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.
- (e) 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 after the second meeting, refer the dispute to the Association or the State Sport Dispute Resolution Centre (applicable to the Club) to resolve the dispute in accordance with **clause 5.1**.
- (f) The Committee may prescribe additional grievance procedures in Regulations under **clause 6.1**.



7. MEETINGS - MEMBERS

7.1 Types

The Meetings that can be convened where Members have the opportunity to express opinions and vote on various matters are:

- (a) General Meetings - which must be held bi-monthly or as required;
- (b) Annual General Meeting - which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Executive Committee; and
- (c) Special General Meeting – which are special meetings that are convened to discuss extraordinary issues.

7.2 Attendance

Unless this Constitution expressly provides otherwise, Members (including the Executive Committee and Executive Sub-Committee) and the auditor are entitled to attend Meetings but only certain Members are entitled to vote at Meetings.

7.3 Notice

- (a) Notice of Meetings must be given to Members and the auditor by the means authorised in **clause 10.5**.
- (b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.
- (c) At least twenty-one (21) days' notice of a Meeting must be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the Meeting; and
 - (ii) any notice of motion received from Members entitled to vote.

7.4 Business

- (a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to, the consideration and approval of financial and other accounts and the reports of the Executive Committee (and those of any auditors), the election of Executive Officers and any amendments to this Constitution.
- (b) All business that is discussed at a Special General Meeting or an Annual General Meeting, other than those matters referred to in **clause 7.4(a)**, is special business.
- (c) Special or other business can be tabled with notice at a General Meeting.

7.5 Notices of Motion

Members entitled to vote may submit notices of motion for inclusion as special business at a Meeting. All notices of motion must be submitted in writing to the Secretary not less than fourteen (14) days prior to the Meeting.

7.6 Quorum

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 7.8(b)(ii)**, a quorum for Meetings is one fifth of voting Members.

7.7 President to Preside

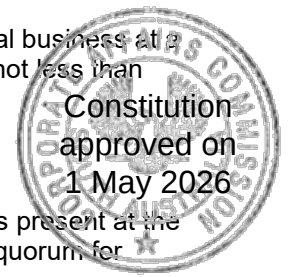
- (a) The President of the Executive Committee will, subject to this Constitution, preside as chairperson at every General Meeting except:
 - (i) in relation to any election for which the President of the Executive Committee is a nominee; or
 - (ii) where the President of the Executive Committee has a conflict of interest; or
- (b) If the President of the Executive Committee is not present or is unwilling or is unable to preside, the Members present must appoint another Executive Officer to preside as chair for that General Meeting only.

7.8 Adjournment

- (a) If within fifteen minutes from the time appointed for the Meeting, a quorum is not present, the Meeting may be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the President determines.
- (b) If at the adjourned Meeting a quorum is not present within fifteen minutes from the time appointed for the adjourned Meeting:
 - (i) if the Meeting was convened on the requisition of Members under **clause 7.13**, the Meeting will lapse and will not be adjourned or reconvened; and
 - (ii) in any other case, those Members present will constitute a quorum.
- (c) The President may, with the consent of any Meeting at which a quorum is present, and must, if directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (d) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of an original Meeting.
- (e) Except as provided in **clause 7.8(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

7.9 Voting Procedure

- (a) At any Meeting a resolution put to the vote of the Meeting will be decided on a show of hands unless a poll is (before the show of hands) demanded by:



- (i) the President; or
- (ii) a simple majority of Members present at the General Meeting.
- (b) Each Member is entitled to one (1) vote at Meetings if applicable under **5.1.**
- (c) The President may exercise a casting vote at Meetings.
- (d) A Member entitled to vote at a Meeting, may appoint a Proxy, by submitted the approved Proxy Vote Authority Form to the Secretary no later than 7 days prior to the Meeting
- (e) Any motion is deemed to be carried if approved by the majority of those entitled to vote at that meeting subject to **Clause 7.6**



7.10 Recording of Determinations

A declaration by the President that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

7.11 Special General Meetings

The Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

7.12 Requisition of Special General Meetings by Affiliate Members

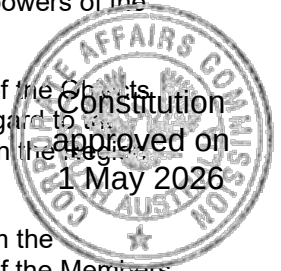
- (a) On the requisition in writing of 51% of the total number of Members, the Executive Committee must, within one month after the receipt of the requisition (and provided notice is given in accordance with **clauses 7.3 and 10.5**), convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Executive Committee does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Executive Committee and for this purpose the Executive Committee must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

8. MANAGEMENT

8.1 General powers of Executive Committee

- (a) The Executive Committee constitutes the 'Committee' for the purposes of the Act.

- (b) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Executive Committee, which may exercise the powers of the Club for that purpose.
- (c) The Executive Committee must perform its functions in the pursuit of the Club's interests and in the interests of the Club and Members as a whole, having regard to the Club's position and role in the structure and reputation of the Sport in the region and South Australia.
- (d) The Executive Committee may not cause the Club to disaffiliate from the associations, or the Sport in any way unless decided by resolution of the Members at a Meeting.
- (e) The Executive Committee has the responsibility, authority and, control and management of the funds and other property of the Club.



8.2 Composition of the Executive Committee and Executive Sub-Committee

- (a) The Executive Committee will comprise of:
 - (i) up to seven (7) Elected Officers who must all be Members and who shall be elected under **clause 8.5**; and
 - (ii) a person may hold no more than two (2) positions; and
 - (iii) the seven (7) Elected positions shall be:
 1. President
 2. Vice President
 3. Secretary
 4. Treasurer
 5. Registrar
 6. Governance Officer
 7. Canteen Convenor
- (b) The Executive Sub-Committee may comprise:
 - (i) up to ten (10) Appointed Officers who need not be Members and who may be appointed under **clause 8.9**.
 - (ii) the ten (10) Appointed Officers shall be at the discretion of the President and agreed to by the Executive Committee

8.3 Portfolios

The Executive Committee may allocate portfolios to Executive Officers and Appointed Officers.

8.4 Nominations for Elected Executive Officers

- (a) The Executive Committee must call for nominations for elected Executive positions at least sixty (60) days prior to the Annual General Meeting.

- (b) The Executive Committee may, when it calls for nominations, indicate which positions on the Executive Committee it wishes to fill, the job descriptions for those positions and the qualifications or experience it considers desirable for those positions.

8.5 Form of Nominations

Nominations must:

- (a) be in writing;
- (b) be in the prescribed form (if any) provided for that purpose;
- (c) be signed by the nominee;
- (d) disclose any position the nominee holds in the Club, including as an Officer, a participant, a coach or official or an employee; and
- (e) be delivered to the Club not less than twenty-eight (28) days before the date fixed for the Annual General Meeting.

8.6 Elections

- (a) If the number of nominations received for the Executive Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the Annual General Meeting.
- (b) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting.
- (c) Voting shall be conducted in such a manner and by such a method as determined by the Executive Committee from time to time.
- (d) If at the close of the Annual General Meeting, vacancies on the Executive Committee remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 8.13**.
- (e) If a person nominated at the Annual General Meeting is not approved by the majority of Members under **clause 8.7(a)**, he or she will not be entitled to take office until approved by the Members at an Annual General Meeting.

8.7 Term of Appointment for Elected Executives

1. Executives elected under **clause 8** shall be elected for a term of four (4) years. Subject to provisions in this Constitution relating to early retirement or removal of Executives, Elected Executives shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the fourth Annual General Meeting following.
2. At least half of the Elected Executives shall retire in each second odd year and the balance of the Elected Executives shall retire in each second even year until, after four (4) years the original elected Executives have all retired.
3. The sequence of retirements under **clause 8.8(b)**, which is designed to ensure rotational and staggered terms, shall be determined by the Executive Committee.

4. Following the adoption of this Constitution, no person who has served as an Elected Executive or Appointed Executive for a period of eight (8) years shall be eligible for election as an Elected Executive.

8.8 Appointment of Appointed Executives

The Elected Executives may appoint up to ten (10) Appointed Executives, at their sole discretion.



8.9 Qualifications for Appointed Executive Officers

In appointing Appointed Executives, the Elected Executives should have regard to which Personal and professional skills, diversity (including, but not limited to gender, ethnicity and age) and experience the Elected Executives believe will complement the Executive Committee composition.

8.10 Term of Appointment

The term of office of each Appointed Executive must be fixed by the Elected Executives at the time of the Appointed Executives' appointment, but it cannot exceed one (1) year.

8.11 Chairperson

The President shall act as Chairperson for all meetings. The chairperson shall be the nominal head of the Club and will act as chair of any General Meeting, Special Meeting or Executive Committee meeting at which they are present. If the President is not present or is unwilling or unable to preside at an Executive Committee meeting, the remaining Executives shall appoint another Executive to preside as chair for that meeting only.

8.12 Casual Vacancies

Subject to **clause 8.7** any casual vacancy occurring for a position of Executive Officer may be filled by the remaining Executives from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Executive Officers term under this Constitution.

8.13 Duties of Executives

In accordance with Division 3A of the Act, Executives must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose.
- (b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
- (c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

8.14 Grounds for Termination of Executive Officer

1. The office of an Executive Officer becomes vacant if the Executive Officer:

- (i) dies;
- (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (iii) suffers from mental or physical incapacity;
- (iv) cannot obtain or retain office under section 30 of the Act;
- (v) resigns his or her office by notice in writing to the Club;
- (vi) is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of six (6) months.
- (vii) holds any office of employment with the Club;
- (viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);
- (ix) in the case of an Appointed Executive Officer, is removed from office by the Elected Executives.
- (x) is removed by the Members in General Meeting; or
- (xi) would otherwise be prohibited from holding a position under legal or legislative requirements.



2. If an Executive Officer is removed by resolution of the Members, the Executive Officer cannot be reappointed to the Executive Committee as an Appointed Executive Officer without a further resolution of Members authorising the appointment.

8.15 Executive Committee may Act

If there are any vacancies on the Executive Committee, the remaining Executives may act but, if the number of remaining Executives is not sufficient to constitute a quorum at a meeting of the Executive Committee, they may act only for the purpose of increasing the number of Executives to a number sufficient to constitute a quorum.

8.16 Executive Committee and Executive Sub-Committee to Meet

- (a) The Executive Committee must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Executive Committee may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Subject to Clause 8.16 (a), the Executive shall meet no less than 4 times per calendar year.
- (c) Any Executive Officer may at any time convene a meeting of the Executive Committee on 7 days notice to the other Executives.
- (d) The Executive Sub-Committee must meet as often as it considers necessary in every calendar year for the dispatch of business.
- (e) The Executive Committee may require the Executive Sub-Committee to attend Executive Meetings from time to time, for the reporting and dispatch of Club business.

- (f) The Executive Sub-Committee must make regular reports as and when necessary, to the Executive Committee to ensure the timely communication of matters affecting the Club and its Members.

8.17 Decisions of Executive Committee

Subject to this Constitution, questions arising at any meeting of the Executive Committee may be decided by resolution of the Executives. Each Executive Officer has one (1) vote on any question. The chair does have an additional casting vote.



8.18 Circulatory Resolutions

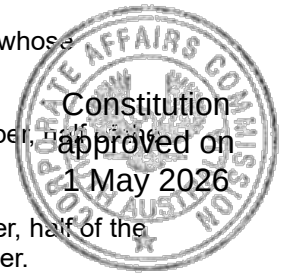
- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Executives for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Executives duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Executives.
- (b) A resolution may not be passed under **clause 8.19(a)** if, before it is circulated for voting under **clause 8.19(a)** the Executive Committee resolves that it can only be put at a meeting of the Executive Committee.
- (c) A resolution passed under this clause must be recorded in the minute book.

8.19 Resolutions not in Meeting

- (a) Without limiting the power of the Executive Committee to regulate its meetings as it thinks fit, and subject to **clause 8.21**, a meeting of the Executive Committee may be held where one or more of the Executives 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 Executives entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or this Constitution. The notice will specify that Executives are not required to be present in person.
- (iii) if a failure in communications prevents **clause 8.20(a)(i)** from being satisfied by the number of Executives which constitutes a quorum (**clause 8.21**), and none of such Executives 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 8.20(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
- (iv) any meeting held where one or more of the Executives is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an Executive is there in person. If no Executive is there in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

8.20 Quorum

- (a) At meetings of the Executive Committee the number of Executives whose presence is required to constitute a quorum is:
- (i) if the number of Executives, then in office is an even number, half the number of Executives plus one; or
 - (ii) if the number of Executives, then in office is an odd number, half of the number of Executives rounded up to the next whole number.
- (b) The President of the Club will act as chairperson of any Executive Committee meeting or Meeting at which he or she is present and unless the Executive Committee decides otherwise, is the nominal head of the Club. If the chairperson is not present or is unwilling or unable to preside at an Executive Committee meeting, the remaining Executives must appoint another Executive to preside as chair for that meeting only.



8.21 Conflict of Interest

- (a) The Executives must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which an Executive has an interest.
- (b) An Executive shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Executive Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If an Executive casts a vote, the vote shall not be counted.
- (c) In the event of any uncertainty as to whether it is necessary for an Executive to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Executive Committee. If this is not possible, the matter shall be adjourned or deferred.

8.22 Disclosure of Interests

- (a) The nature of the interest of an Executive must be declared at the meeting of the Executive Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Executive Committee at the next meeting of the Executive Committee. If an Executive 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 Executive Committee held after the Executive becomes interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

8.23 General Disclosure

A general notice stating that an Executive is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration under **clause 8.23**. After the distribution of the general notice, it is not necessary for the Executive to give a special notice regarding any particular transaction with that firm or company.

8.24 Recording Disclosures

Any declaration made, any disclosure or any general notice given by an Executive in accordance with **clauses 8.22, 8.23** and/or **8.24** must be recorded in the minutes of the relevant Meeting.

8.25 Delegations

(a) Executive Committee may Delegate Functions

The Executive Committee may, by instrument in writing, create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions. The Executive Committee will also determine what powers these entities are given.

(b) Delegation by Instrument

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

- (i) this power of delegation; and
- (ii) a function imposed on the Executive Committee or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Club in a Meeting.

(c) 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.

(d) 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 Executive Committee. The entity exercising delegated powers shall make decisions in accordance with the Objects. It shall promptly provide the Executive Committee with details of all material decisions and shall provide any other reports, minutes and information as the Executive Committee may require from time to time.

(e) 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. These may be specified in the delegation.

(f) Revocation of Delegation

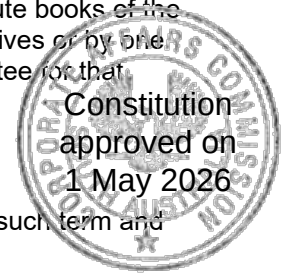
By instrument in writing, the Executive Committee may at any time revoke wholly or in part any delegation made under this clause, and it may amend or repeal any decision made by such body or person under this clause.

8.26 Seal

- (a) The Club will have a Seal on which its corporate name appears in legible characters.



- (b) The Seal may not be used without the express authorisation of the Executive Committee, and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Executives or by one Executive and another person authorised by the Executive Committee for that purpose.



8.27 Appointment of Public Officer

- (a) A Public Officer may be appointed by the Executive Committee for such term and on such conditions as the Executive Committee thinks fit.
- (b) The Public Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Executives.
- (c) The exercise of those powers and authorities, and the performance of those duties, by the Public Officer are subject at all times to the control of the Executive Committee.
- (d) Subject to the terms and conditions of the appointment, the Executive Committee may suspend or remove the Public Officer from that office.

9. RECORDS AND ACCOUNTS

9.1 Accounts to be Kept and Distributed

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.
- (b) The Executives will cause proper accounting and other records to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge with the relevant Government agencies such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations (Associations Incorporation Regulations 2023 or those updated from time to time) may require.

9.2 Transaction Accounts

- (d) The Club shall open and keep at least one transaction account as the Executive Committee may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.
- (e) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Executive Committee for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Executive Committee.

9.3 Auditor

- (a) A properly qualified auditor or auditors shall be appointed by the Executive Committee and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) The following people may not be appointed as an auditor:
 - (i) an Executive Officer, either appointed or elected (and any partners, employers or employees of those officers); or

- (ii) an employee of the Club (and any partners, employers or employees of employees).
- (c) The auditor may be removed by the Executive Committee.
- (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.
- (e) The auditor must provide the Executive Committee with reports that comply with the Act with sufficient time for the Executive Committee to lay such material before the Members as and when required (including for the Annual General Meeting).
- (f) The reasonable fees and expenses of the auditor are payable by the Club.



9.4 Application of Income

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act:
 - (i) 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
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (c) Nothing in **clauses 9.4(a)** or **9.4(b)** shall prevent payment to any Member for:
 - (i) any services actually rendered to the Club whether as an employee, an Executive or otherwise; or
 - (ii) goods supplied to the Club in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Club; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club.

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

10. ADMINISTRATION

10.1 Winding Up

The Club may be wound up in a manner provided for in the Act.

10.2 Distribution of Assets and Property on Winding Up

- (a) 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 to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the Objects of the Club.

- (b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.
- (c) The organisation(s) is to be determined by the Members in a Meeting at or before the time of dissolution. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.



10.3 Amendment of Constitution

This Constitution shall not be amended except by Special Resolution and with the following requirements:

- a) All members are provided at least 21 days written notice of the intent to propose the resolution; and
- b) A special resolution is passed at a meeting by a majority of not less than three-quarters of such members of the association as, being entitled to do so, vote in person or, where proxies are allowed, by proxy, at the meeting.

10.4 Regulations (By-Laws)

(a) Executive Committee to Formulate Regulations

The Executive Committee may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with the Constitution, the constitutions of the associations, (and any regulations made by them) and any policy directives of the Executive Committee.

(b) Regulations Binding

All Regulations are binding on the Club and all Members.

(c) 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 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.

(d) Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Executive Committee and prepared and issued by a member of the Executive Committee. The matters in the bulletins are binding on all Members.

10.5 Notice

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or facsimile transmission or, where available, by electronic mail (email) to the Member's registered address or facsimile number or email address. Notices to Delegates will be sent to the notified address, facsimile number or email address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been affected six (6) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be affected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by email, service of the notice shall be deemed to be affected the next business day after it was sent.
- (e) Notices given to the Club are subject to **clauses 10.5(a), (b), (c) and (d)**

10.6 Patrons and Vice Patrons

At a General Meeting, the Club, on the recommendation of the Executive Committee, may annually appoint a chief patron and the number of patrons, as it considers necessary. This is subject to approval of that **person or persons**.

10.7 Indemnity

- (a) The Executives 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 an Executive in defending any proceedings, whether civil or criminal.
- (b) The Club shall indemnify its Executives against all damages and losses (including legal costs) for which any such an Executive may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

10.8 Authority to Trade

The Club is authorised to trade in accordance with the Act.

10.9 Colours of The Club

The colours of the Club are primarily Red, Black and Gold.

Constitution Version Control

Date	Clauses amended	Description of change	General / Special Meeting Date
08/01/2026	Entire Constitution		11/02/2026

