

Associations Incorporation Act 2009 (NSW) (Act).

Season–2017

KISSING POINT FOOTBALL CLUB



Introduction

This model Constitution has been prepared by NSW Sport and Recreation (NSWSR) as a guide for sport Clubs in the community to either become incorporated or, if already incorporated, to update their existing Constitutions.

The template has been designed specifically for sport so it is more detailed than the model rules available on the Office of Fair Trading website. It takes into account issues which a general community organisation might not need to include; for example, Sport must deal with the impact of drugs; Sport is affected by child protection legislation; and Sport operates under a national system where the national body can make rulings and set policy that will flow through the Sport and affect those playing at Club level.

This model Constitution assumes that the Club being formed will either be directly affiliated with the state peak body for that particular sport, or that the Club will participate within a regional sport association, which in turn is affiliated with the state body.

The benefit of such a structure is that all levels of the Sport are working together for the advancement of the Sport and therefore share common purposes, structures, policies and procedures. It also makes it easy to address issues of joint concern, to share information and to maximise the sport's marketability.

Finally, with the increasing amount of legislation affecting sport, this structure enables organisations to enact consistent and complementary policies and strategies that address areas of common risk and that flow effectively through the organisation.

To enable ease of use, this model contains extensive footnotes and explanations on clauses and highlights sections that can be varied to suit your local situation. As you work through it you should think not just of your current situation, but where you envisage your Club to be in five or ten years. While Constitutions can be changed and should be reviewed from time to time, it would be better to try and get it right now so that the Club can operate effectively and grow with time.

Following the development of the Constitution, a set of Regulations need to be developed that provide more detail on sections of the Constitution. Regulations (sometimes called rules or by-laws) are more easily adjusted and have a more operational tone to them. This is where you can include more detail of the policies and procedures that underpin the Constitution.

Within this template there will be references to sections that would be detailed in the Regulations developed to accompany your Constitution. These are marked by ®.

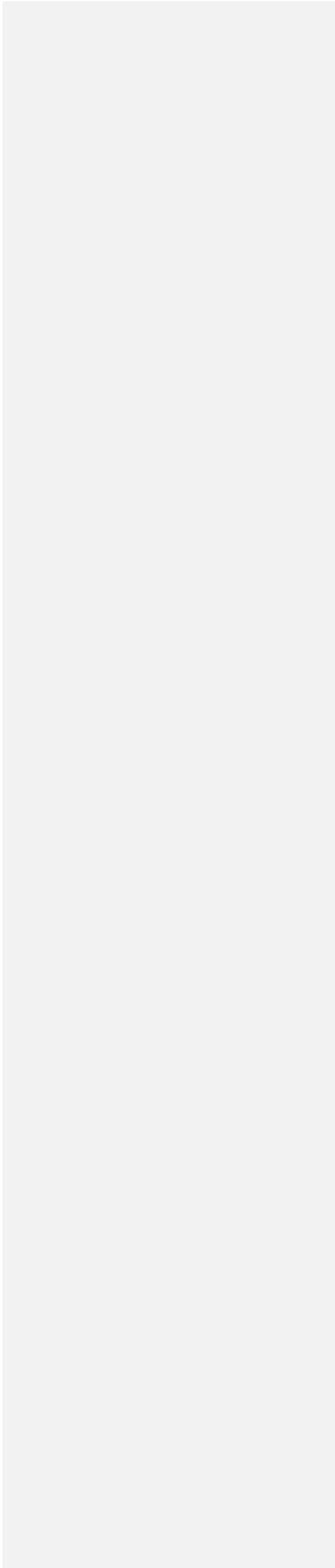
As you work through the process of developing or updating your Club's Constitution, you should refer to the Australian Sports Commission's 'Governance Principles: A Good Practice Guide'.

You should also check whether your Club has obligations under its affiliation with the state body that may need to be taken into consideration in the development of the Constitution (e.g. obligatory inclusions).

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

KISSING POINT FOOTBALL CLUB

1.1 Definitions

In these By-Laws unless the contrary intention appears:

“Act” means the Associations Incorporation Act 2009 (NSW).

“Board” means the body managing the Club and consisting of the directors. For the purposes of these By-Laws, the terms ‘Board’ and ‘Executive Committee’ shall be considered as interchangeable.

“Constitution” means the constitution of Kissing Point Sports Club. By-laws means these by-laws of Kissing Point Football Club

“Director” means a Member of the Board and includes any person acting in that capacity from time to time appointed in accordance with these By-Laws. For the purposes of these By-Laws, the terms ‘Director’ and ‘Executive Committee Member’ shall be considered as interchangeable.

“Executive Director” means a member of the Board as defined in **clause 17(b)** and includes any person acting in that capacity from time to time appointed in accordance with these By-Laws.

“General Meeting” means the annual or any special general meeting of the Club.

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

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

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

“KPSC” means Kissing Point Sports Club

“Life Member” means an Individual appointed as a Life Member of the Club under **clause 7.2**.

“Local area” means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for Football of which the Club is a Member.

“Member” means a Member of the Club for the time being under **clause 7**.

“NSO” means the National Sporting Organisation being Football Federation Australia.

“Objects” means the Objects of the Club in **clause 2**.

“Public Officer” means the person appointed to be the public officer of the Kissing Point Sports Club in accordance with the Act.

Comment [ML1]:

Comment [ML2]:

“Register” means a register of Members kept and maintained in accordance with **clause 9**.

“RSO” means the Regional Sporting Organisation being Northern Suburbs Football Association.

“Seal” means the common Seal of Kissing Point Football Club (if any).

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

“SSO” means the State Sport Organisation Football New South Wales.

1.2 Interpretation

In these By-Laws:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail or social media.
- (i) Any decision of the Executive Committee as to the interpretation of the KPSC Constitution and these Club By-Laws SHALL BE FINAL.

1.3 Severance

If any provision of these By-Laws 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 these By-Laws.

1.4 The Act

Except where the contrary intention appears, in these By-Laws, 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 these By-Laws.

2 YEAR

These rules shall, unless otherwise amended, apply for the period October 1st to September 30th in any year.

3 NAME OF CLUB

The name of the Club is Kissing Point Football Club (**Club**) or **KPFC**.

4 CLUB COLOURS

- (a) The Club colours shall be red, white and royal blue.
- (b) The main playing strip consists of:
 - (i) Shirt – red, white and royal blue vertical stripes
 - (ii) Shorts – royal blue
 - (iii) Socks – royal blue with two red hoops on top
- (c) The alternate playing strip consists of:
 - (i) Shirt – royal blue with white bar on chest and red bar to waist
 - (ii) Shorts – royal blue
 - (iii) Socks – royal blue with two red hoops on top
- (d) Playing strip requirements
 - (i) The main playing strip must be worn by all teams in all games except where there is a clash.
 - (ii) If a home team's approved shirt clashes with the opposition's approved shirt, the home team must wear its approved alternate shirt.
 - (iii) Under the FIFA Laws of the Game, a clash is defined as situation where the Club's colours are not able to be distinguished from the opposing team or match officials. This is a matter for determination by the match referee.

Comment [ML3]: For juniors the main playing strip is blue. For seniors it is white. The juniors have no alternate strip

5 OBJECTS OF THE CLUB

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

- (a) conduct, encourage, promote, advance and administer Football throughout the local area;
- (b) act, at all times, on behalf of and in the interest of the Members and Football in the local area
- (c) affiliate and otherwise liaise with the KPSC, RSO, SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects

- (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of Football as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Football and related activities in New South Wales;
- (e) advance the operations and activities of the Club throughout the local area;
- (f) have regard to the public interest in its operations; and
- (g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

6 POWERS OF THE CLUB

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

7 MEMBERS[®]

7.1 Members[®]

The Members of the Club shall consist of:

- (a) Life Members, who subject to these By-Laws, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;

There is a trend towards making Life Members 'non voting' while still bestowing on them the other rights and privileges of membership.

- (b) Individual Members, who subject to these By-Laws, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) Junior Members, who subject to these By-Laws, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

7.2 Life Members

- (a) The Board may recommend to the annual general meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the annual general meeting to confer life membership (subject to **clause 7.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer life membership. Upon acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

Comment [ML4]: Agree

Comment [ML5]: Do we need the rules/points system here or as an appendix that can be modified later if required without redoing the by-laws?

8 MEMBERSHIP APPLICATION[®]

8.1 Application for Membership

An application for membership must be:

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

- (b) accompanied by the appropriate fee (if any).

8.2 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 8.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

8.3 Renewal

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

8.4 Deemed Membership

- (a) All persons who are, prior to the approval of these By-Laws under the Act, Members of the Club shall be deemed Members from the time of approval of these By-Laws under the Act.
- (b) Any Members of the Club, prior to approval of these By-Laws under the Act, who are not deemed Members under **clause 8.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under these By-Laws.

9 REGISTER OF MEMBERS[®]

9.1 Club to Keep Register

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

- (a) the full name and address of each Member; and
- (b) where applicable, the date of termination of membership of any Member.

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

9.2 Inspection of Register

- (a) Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.
- (b) A copy of the Register shall be made available from time to time or as reasonably requested to the Kissing Point Sports Club

9.3 Use of Register

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

10 EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) These By-Laws forms a contract between each of them and the Club and that they are bound by these By-Laws and the Regulations.
- (b) they shall comply with and observe these By-Laws and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to these By-Laws and Regulations they are subject to the jurisdiction of the Club, KPSC, RSO, SSO and NSO.
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Football; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

11 DISCONTINUANCE OF MEMBERSHIP

11.1 Notice of Resignation

- (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.
- (b) Once the Club receives a notice of resignation of membership given under **clause 11.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

11.2 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of these By-Laws or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations

or any resolutions or determinations made or passed by the Board or any duly authorised committee.

- (b) Membership shall not be discontinued by the Board under **clause 11.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 11.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 11.2** as soon as practicable.

11.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 11.1 or 11.2**:

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

11.4 Forfeiture of Rights

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

11.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 11** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

11.6 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 sole discretion of the board.

12 DISCIPLINE[®]

- (a) The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of these By-Laws, the Regulations or any resolution or determination of the Board or any duly authorised committee
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Football; or
 - (iii) brought the Club, any other Member or Football into disrepute.
- (b) That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.
- (c) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

13 SUBSCRIPTIONS AND FEES[®]

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

14 EXISTING DIRECTORS

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of these By-Laws under the Act shall continue in those positions until the next annual general meeting following such adoption of these By-Laws. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with these By-Laws.

15 COMMITTEE, EXECUTIVE AND NON-OFFICE BEARERS

15.1 Remuneration

15.2 Registration Discounts

Comment [ML6]: I assume because the secretary role is outsourced as an honourarium we need not cover it here – we do need to specify that no committee members are remunerated though

Comment [ML7]: Do we refer to a separate schedule perhaps?

16 POWERS OF THE BOARD

Subject to the Act and these By-Laws, the business of the Club shall be managed and the powers of the Club shall be exercised by the Board. . In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

17 COMPOSITION OF THE BOARD

17.1 Composition of the Board

The Board shall comprise:

- (a) eight or more elected directors who must all be current financial Members (or parents/guardians of financial members) and who shall be elected under **clause 19**.
- (b) The Executive Directors consist of the:
 - (i) President;
 - (ii) Vice-President(s);
 - (iii) Secretary; and
 - (iv) Treasurer.
- (c) The Committee is to consist of the:
 - (i) Executive Directors, plus
 - (ii) Age Group Coordinators
 - (iii) Member Protection Officer
 - (iv) Registrar

Comment [ML8]: How does this cater for non playing parents?

17.2 Election and Appointment of Directors ®

- (a) The elected Directors shall be elected under **clause 19**.

18 ROLE DESCRIPTIONS – DIRECTORS

The Board may allocate portfolios to directors.

18.1 President

The role of the President is to provide the principle leadership and responsibility for the organisation.

- (a) The President should:
 - (i) be well informed of all activities;
 - (ii) work collaboratively with fellow committee members and representatives of all affiliated clubs;
 - (iii) have a good working knowledge of the KPSC's constitution, by-laws and duties of office bearers.
- (b) Specific duties include but are not limited to:
 - (i) Chair committee and general meetings ensuring that they are run efficiently and effectively to the agreed agenda;
 - (ii) Act as a signatory in all legal and financial matters;
 - (iii) Regularly focus the committee's attention on matters of governance that relate to its own structure and role;
 - (iv) Periodically consult with committee members and help them to optimise their contribution;
 - (v) Work with the executive to ensure the necessary skills are represented and that a succession plan is in place to help find new executive members when required;
 - (vi) Oversee the development and maintenance of strategic and business plans in conjunction with the committee;
 - (vii) Serve as a spokesperson when required;
 - (viii) Assist in the development of partnerships with sponsors, external funding agencies, local and state government, shared facility users and organisations that are relevant to the Objects of the Club.
- (c) The president is also charged with the ultimate discretion and confidentiality in respect to committee deliberations and leadership of the fellow members of the committee in the conduct of their roles.

18.2 Vice-President, Player Groups

The role of the vice-president is to support the president in providing leadership and responsibility for the organisation and to step into the president's roles where needed.

- (a) The vice-president should:
 - (i) be well informed of all to activities and able to provide oversight;

- (ii) be a person who can develop good relationships internally and externally;
 - (iii) be willing to step in for the president where needed including chairing meetings;
 - (iv) have a good working knowledge of the association's constitution, by-laws and duties of office bearers;
 - (v) be able to work collaboratively with other committee members;
 - (vi) be able to raise concerns with the president if they arise regarding the conduct of the committee or executive.
- (b) Vice-president duties include but are not limited to:
- (i) In the event of the president being unable to fulfil their duties, to step into that role;
 - (ii) In the absence of the president, chair executive, committee or general meetings ensuring that they are run efficiently and effectively;
 - (iii) Be an alternate signatory for the organisation for legal purposes and financial purposes;
 - (iv) Oversee and promote the establishment of a positive playing culture within the Club;
 - (v) Ensure appropriate representation of the Club's interests within the RSO across each playing group.
 - (vi) the efficient operation of the supporting functions of the Club, including, but not limited to grounds, facilities, member protection, grading, player & coach development, equipment & merchandise, registration and technology administration;
 - (vii) Other duties as nominated by the president or committee.

18.3 Vice-President, Operations

The role of the vice-president is to support the president in providing leadership and responsibility for the organisation and to step into the president's roles where needed.

- (a) The vice-president should:
- (i) be well informed of all organisation activities and able to provide oversight;
 - (ii) be a person who can develop good relationships internally and externally;
 - (iii) be willing to step in for the president where needed including chairing meetings;
 - (iv) have a good working knowledge of the association's constitution, by-laws and duties of office bearers;
 - (v) be able to work collaboratively with other committee members;
 - (vi) be able to raise concerns with the president if they arise regarding the conduct of the committee or executive.
- (b) Vice-president duties include but are not limited to:
- (i) In the event of the president being unable to fulfil their duties, to step into that role;

- (ii) In the absence of the president, chair executive, committee or general meetings ensuring that they are run efficiently and effectively;
- (iii) Be an alternate signatory for the organisation for legal purposes and financial purposes;
- (iv) Oversee the efficient operation of the supporting functions of the Club, including, but not limited to grounds, facilities, member protection, grading, player & coach development, equipment & merchandise, registration and technology administration.
- (v) Other duties as nominated by the president or committee.

18.4 Secretary

- (a) The role of the secretary is to keep accurate records of all administrative undertakings including:
 - (i) the constitution, by-laws and policies of the organisation;
 - (ii) a register of office-bearers including contact details;
 - (iii) access to a register of current members;
 - (iv) the names of members present at a committee meeting or general meeting;
 - (v) minutes of all proceedings at committee meetings and general meetings;
 - (vi) access to a database of past members if available.
- (b) Secretary duties include but are not limited to:
 - (i) Development of the agenda in consultation with the president, and distribution of the agenda and any associated paperwork, no later than 48 hours prior to the meeting;
 - (ii) Manage minutes of committee meetings, including recording the minutes and ensuring the minutes are distributed to committee members within 7 days of the meeting;
 - (iii) Ensure that accurate and sufficient documentation exists to meet legal requirements;
 - (iv) Ensure that the records of the organisation are maintained as required by law and made available when required by authorised persons. These records may include founding documents, lists of committee members, committee meeting minutes, financial reports, and other official records;
 - (v) Ensure that proper notification is given of committee and general meetings as specified in the KPSC Constitution and Club By-Laws;
 - (vi) Manage the general correspondence of the organisation;
 - (vii) Help and lead the committee in providing systematic communication from the committee to members and other relevant stakeholders;
 - (viii) Oversee the planning and management of Club related events, where necessary in consultation with relevant managers and coordinators.

18.5 Treasurer

- (a) The role of the treasurer is to be responsible for the financial supervision of the organisation to allow the committee to make sound and informed decisions, based on good governance principles.
 - (i) The treasurer is responsible to regularly report on the organisation's financial status to the committee.
 - (ii) The treasurer provides overall guidance in the periodic reporting of income and expenses, preparation of annual operations budgets and cash-flow projections, and financial information that supports the committee's long-term strategic decision-making.
- (b) Treasurer's duties include but are not limited to:
 - (i) Provide advice to the committee in their management of the organisation's finances;
 - (ii) Monitor the administration of all organisation financial affairs;
 - (iii) Lead the annual budget process and ensure an appropriate annual budget is provided to the committee for approval;
 - (iv) Ensure development and committee review of financial policies and procedures;
 - (v) Support any required auditing processes;
 - (vi) Ensure that all money due to the organisation is collected and received and that all payments authorised by the organisation are made;
 - (vii) Ensure that correct books and accounts are kept showing the financial affairs of the organisation, including full details of all receipts and expenditure connected with the activities of the organisation;
 - (viii) Manage processes for receipting and banking all incoming monies, and payment of all accounts;
 - (ix) Present financial reports at committee meetings;
 - (x) Oversee the annual affiliation payments and financial status of registered members; and
 - (xi) Be a signatory on the Club's financial account/s.
- (c) The Treasurer is also charged with the ultimate discretion and confidentiality in respect to Board deliberations that are financial in nature.

19 ELECTED DIRECTORS

19.1 Nomination for Board[®]

- (a) Nominations for elected Director positions shall be called for fourteen (14) days prior to the annual general meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Board from time to time.

- (b) Nominees for elected Director positions must declare any position they hold in an NSO, SSO or RSO.

19.2 Form of Nomination

Nominations must be:

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

19.3 Elections[®]

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill any such vacancy on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 19.3(a)**, the positions will be deemed casual vacancies under **clause 20.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Board.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

19.4 Term of Appointment for Elected Directors

- (a) Subject to provisions in these By-Laws relating to early retirement or removal of Directors, elected Executive Directors shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following (ie. two year terms).
 - (i) the President and Treasurer Operations shall hold office for a two year term, and shall be elected in each year of odd number, and
 - (ii) the Secretary and Vice-Presidents shall hold office for a two year term, and shall be elected in each year of even number.
- (b) Subject to provisions in these By-Laws relating to early retirement or removal of Directors, elected Non-Executive Directors shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the next annual general meeting following (ie. one year terms).
- (c) All members of the Committee shall, upon the expiration of their respective terms of office, be eligible for re-election. There is no maximum length of term after which the member is ineligible for re-election to that position.

20 VACANCIES ON THE BOARD

20.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under these By-Laws.

20.2 Grounds for Termination of Director

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

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

20.3 Board May Act

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

21 MEETINGS OF THE BOARD

21.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to these By-

Laws, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within reasonable time.

21.2 Decisions of Board

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

21.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the directors is not physically present at the meeting, provided that:
- (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
 - (ii) Notice of the meeting is given to all the directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or these By-Laws. The notice will specify that directors are not required to be present in person.
 - (iii) If a failure in communications prevents **clause 21.3(b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 21.3(b)(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.
 - (iv) Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is there present. If no director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

Comment [ML9]: Should we call out email specifically? Would we accept a text or video message?

21.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is three (3).

21.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

21.6 Chairperson

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

21.7 Conflict of Interest[®]

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Board, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

21.8 Disclosure of Interests

- (a) The nature of the interest of a director must be declared at the meeting of the Board 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 Board at the next meeting of the Board. If a director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the director becomes interested.
- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

21.9 General Disclosure

A general notice stating that a director is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 21.8**. After the distribution of the general notice, it is not necessary for the director to give a special notice regarding any particular transaction with that firm or company.

21.10 Recording Disclosures[®]

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 21.7, 21.8** and/or **21.9** must be recorded in the minutes of the relevant meeting.

22 DELEGATIONS[®]

22.1 Board May Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special committees, individual officers, managers and coordinators to carry out specific duties and functions required to administer or support the operations of the Club.

It will determine what powers these committees or individuals are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

22.2 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the Board or the executive officer by the Act, any other law, these By-Laws, or by resolution of the Club in a General Meeting.

22.3 Delegated Function Exercised in Accordance with Terms

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

22.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to these By-Laws and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 21**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

22.5 Delegation May Be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

22.6 Revocation of Delegation

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

23 ANNUAL GENERAL MEETING

- (a) The Club's annual general meeting shall be held in accordance with the Act and these By-Laws. It should be held on a date and at a venue determined by the Board.
- (b) All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with these By-Laws.

24 SPECIAL GENERAL MEETINGS

24.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between annual general meetings, the Board shall convene a special general meeting before the expiration of that period.

24.2 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when five per cent of Members (no less) submit a requisition in writing.
- (b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.
- (d) A special general meeting convened by Members under these By-Laws shall be convened in the same manner, or as close as possible, as those convened by the Board.

25 NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. The auditor and Directors shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least seven (7) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
- (d) the agenda for the meeting; and
- (e) any notice of motion received from Members entitled to vote.
- (f) Notice of every general meeting shall be given in the manner authorised in **clause 40**.

26 BUSINESS

- (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Board and auditors, the election of directors under these By-Laws and the appointment of the auditors.
- (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 26(a)**, shall be special business.
- (c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

27 NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than fourteen days (excluding receiving date and meeting date) prior to the general meeting.

28 PROCEEDINGS AT GENERAL MEETINGS

28.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be **five** Members.

28.2 Chairperson to Preside

The chairperson of the Board shall, subject to these By-Laws, preside as chair at every general meeting except:

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

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

28.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 28.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

28.4 Voting Procedure

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

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

28.5 Recording of Determinations

Unless a poll is demanded under **clause 28.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

28.6 Where Poll Demanded

If a poll is duly demanded under **clause 28.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

29 VOTING AT GENERAL MEETINGS[®]

29.1 Members Entitled to Vote

Each Individual Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to these By-Laws, have and be entitled to exercise those rights set out in **clause 7.1**.

29.2 Chairperson May Exercise Casting Vote

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

29.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

29.4 Postal Voting

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

30 GRIEVANCE PROCEDURE[®]

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the RSO in accordance with the procedures determined by the RSO from time to time.
- (d) Additional grievance procedures for managing grievances are detailed in **clause 42**.

31 RECORDS AND ACCOUNTS

31.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or general meeting.

31.2 Records Kept in Accordance with the Act

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

31.3 Board to Submit Accounts

The Board shall submit the Club's statements of account to the Members at the annual general meeting in accordance with these By-Laws and the Act.

31.4 Accounts Conclusive

The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

31.5 Accounts to be Sent to Members

The Secretary shall cause to be sent to all persons entitled to receive notice of annual general meetings in accordance with these By-Laws, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

31.6 Negotiable Instruments

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

32 AUDITOR

(a) As a tier 2 club no formal audit is required.

33 FINNCIAL ACCOUNTS AND CLUB INCOME

33.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.

33.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.

33.3 Except as prescribed in these By-Laws or the Act:

(a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member

- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

33.4 Payment in good faith of or to any Member can be made for:

- (a) any services actually rendered to the Club whether as an employee, director or otherwise
- (b) goods supplied to the Club in the ordinary and usual course of operation
- (c) interest on money borrowed from any Member
- (d) rent for premises demised or let by any Member to the Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 33.2 or 33.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

34 WORKING WITH CHILDREN CHECK

The WWC Check is a NSW Government requirement that applies to people who work or volunteer directly with children (u18).

It checks the background of persons who work or volunteer with children in sport clubs, schools, child care centres, community groups, churches and other organisations.

Kissing Point Football Club (KPFC) values its members and volunteers very highly, and considers its duty of care of utmost importance. KPFC has adopted the NSW Government regulations as a minimum requirement for the safety of all involved. All the following personnel for all KPFC Teams (with the exception of Over35 and Over45) must complete the WWCC process and provide verification details to the Club.

- Committee Members
- Coaches (and assistants)
- Managers (and assistants)
- Grading personnel

The following volunteers are **exempt** from the WWCC process:

- Persons under 18 years of age
- Canteen volunteers
- Grounds volunteers

35 WINDING UP

- (a) Subject to these By-Laws the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.

- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

36 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by these By-Laws. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

37 ALTERATION OF BY LAWS

These By-laws may be altered by the KPSC Committee upon recommendation by the KPFC Board.

38 REGULATIONS

38.1 Board to Formulate Regulations

The Board may formulate issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Football in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

38.2 Regulations Binding

All Regulations are binding on the Club and all Members.

38.3 Regulations Deemed Applicable

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

38.4 Bulletins Binding on Members

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

39 STATUS AND COMPLIANCE OF CLUB

39.1 Recognition of Club

The Club is a Member of the regional and/or state bodies for Football and is recognised by those bodies as the entity responsible for the delivery of Football in the local area and is subject to compliance with these By-Laws. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer Football in the local area in accordance with the Objects.

39.2 By-Laws of the Club

These By-Laws will clearly reflect the Objects of the Kissing Point Sports Club Constitution in conjunction with the region and state bodies for Football and will conform to the Constitutions of those bodies, subject always to the Act.

39.3 Region and SSO

The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by Special Resolution.

40 NOTICE

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

41 INDEMNITY

- (a) Every director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its directors and employees against all damages and losses (including legal costs) for which any such director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
 - (i) in the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or

- (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

42 GRIEVANCE POLICY

42.1 From the Player

- (a) If a player feels there is a situation between a player, coach or manager they need to address the situation promptly. Talk to their coach or manager and resolve the situation. If there is no successes talk to the appropriate co-ordinator.
- (b) No complaints against opposition officials, opposition coaches or managers, opposition players or Referees will be accepted or acted on without written submissions with written collaborating statements from witnesses, all stating that they will attend any formal hearings that may be required.

42.2 From the Parent

- (a) Unless the situation is serious parents are requested to keep their opinions to themselves. Player's positions and tactical play are not for parents to decide. If they have a real grievance they can address the club President. If this does not resolve the grievance they can put their complaint in writing to the Executive Committee.
- (b) No complaints against opposition officials, opposition coaches or managers, opposition players or Referees will be accepted or acted on without written submissions with written collaborating statements from witnesses, all stating that they will attend any formal hearings that may be required.

42.3 From the Coach or Manager

- (a) If a coach or manager has a particular issue with a player, they should address the player directly. If the issue is not resolved they may involve the parents or direct the problem to the club Member Protection Officer (MPO).
- (b) No complaints against opposition officials, opposition coaches or managers, opposition players or Referees will be accepted or acted on without written submissions with written collaborating statements from witnesses, all stating that they will attend any formal hearings that may be required.
- (c) The MPO may call a formal meeting between the Executive, player, parents, coach & manager.
 - (i) A formal letter of reprimand may be the outcome in some instances.
 - (ii) Any player who receives three (3) letters of reprimand will be asked to leave the club.
 - (iii) Depending on the seriousness of the situation a player could be asked to leave the club after one incident only.

Comment [ML10]: In the case of a junior player – should the parent at least be present

43 GRADING POLICY

Refer to Website

Comment [ML11]: Can refer to website I think

44 CODE OF CONDUCT

Refer to Website

Comment [ML12]: Can refer to website I think

45 OTHER POLICIES?

Refer to Website

Comment [ML13]: Refer to website

46 FINANCES

46.1 Authorised Signatories

46.2 Other

- (a) No person will make purchases on behalf of the Club and expect reimbursement without prior permission being given by a majority vote of the executive committee or passed at a general meeting.
- (b) Expenses incurred by any person on behalf of the Club that the member wishes to be reimbursed for, must be lodged in a timely manner. Receipts need to be lodged for payment to be made.
- (c) All monies received by the Club should be counted by a committee member plus one other person. If it is not possible for the Treasurer to be present then the money is to be recounted in the Treasurer presence as soon as possible. If two people are not available to count the money, the money is not to be left at the clubhouse.
- (d) The Treasurer is given permission to pay any account as approved by cheque or internet. Cash cheques are permissible when correctly documented.
- (e) The Treasurer is only authorised to pay accounts for agenda items from meetings plus standing accounts for Utilities Northern Suburbs Football Association. All other accounts are to be approved by the executive.
- (f) Any member of the Executive Committee has the right to approve spending on behalf of the Club up to a maximum of \$500.00 prior to approval by a board meeting.
- (g) Budget approval by the committee constitutes approval for funds to be spent within this budget (e.g. Equipment)

47 PRIVILEGES

Any people who are deemed to be actively helping at working bees or at home games for the Club are entitled to something to eat and drink. This does not include siblings or people who do five minutes work and expect a free feed.

48 SECURITY

48.1 Keys

- (a) A key register will be maintained at all times and updated when keys are handed out or returned.
- (b) Key holders are responsible to the safe custody of the keys handed out to them.

- (c) Keys are not to be used for purposes other than the official duties granted to the key holder and recorded in the key register
- (d) All key holders will hand in their keys, prior to or at the AGM. Keys will then be handed out to office bearers and committee as required.

49 EQUIPMENT

- (a) All equipment used for training and games is to be returned to shed and placed in a tidy manner after use.
- (b) Coaches and managers are required to return shirts, folders etc. at the completion of the team's competition.

50 PLAYER REGISTRATION

50.1 Financial

- (a) No player for the Club shall be registered to play for the Club unless fully financial. Exception may be made in circumstances of financial hardship where the committee has agreed alternative payment arrangements.
- (b) A player is considered un-financial if there remain unpaid registration fees (either in-part or full) from the current or prior seasons.

50.2 Team Allocation

- (a) All players registering for a junior team must register in their actual age group.
- (b) Players will only be eligible to register in ONE team.
- (c) The Club will accept all registrations where possible and try to place players in a team with the following conditions:
 - (i) If there are too many or inadequate numbers in any age group, players may be asked to play up to make a team and give all players a game, where this happens players could be asked to play up.
 - (ii) Player, parents and Executive must agree for player to play up.
 - (iii) Volunteers with the ability to cope with playing up would be first choice.
 - (iv) If teams are combined teams will be graded appropriately.

51 INJURY AND INCIDENT POLICY

51.1 Injury and First Aid

51.2 Incident Management & Reporting

52 GRADING POLICY

52.1 Purpose

The grading of teams and players according to ability is designed to place players into teams where they are participating in games commensurate with both their football skill and physical development and are able to continue to develop their football ability without undue pressure.

The Club places emphasis on creating a fair, equitable and transparent grading process for players and those involved with the Club.

52.2 Objectives

The objectives of grading our players are to:

- (a) encourage player development
- (b) encourage fair play and respect
- (c) identify an individual player's talent and ability
- (d) assess players and place fairly in a division with players of a similar ability
- (e) provide all players with the maximum opportunity to play in a competitive environment, appropriate to their skill and ability.
- (f) understand that players participate for different reasons (eg. to play in a highly competitive competition, to play in less competitive divisions, to play with friends in a social atmosphere).

52.3 Age Groups to be Graded

(a) U6 – U8

- (i) There is no grading applied to this age group.
- (ii) In these age groups, the emphasis is placed on participation with friends and enjoyment.
- (iii) Additional goals are the acquisition of football skills (as part of the Discovery Phase) and playing in a team environment.

(b) U9 – U18

- (i) The Club will seek to provide all players from Under 9 to Under 18 the opportunity to develop their football skills and play in the highest level within the competition.
- (ii) Greater emphasis is placed upon individual and team performances.

Comment [ML14]: Do we have one?

Comment [ML15]: Is this repeating section 43? Should we just refer to website for current policy which may change from time to time?

- (iii) The Grading Committee is responsible for the grading of these age groups.
- (c) For all senior teams (AA, O35 & O45), the Assistant Vice-President of that player group is responsible for coordination of the grading and operational activities throughout the season. This policy does not cover these age groups.

52.4 Grading Committee

- (a) The Grading Committee shall be determined by the Grading Manager, and approved by the Board.
- (b) The Grading Committee will consist of a selection of experienced senior players, past coaches, and club committee members with a view to maintaining as much independence from the players as is feasible.
- (c) The Club may, from time to time, engage external assessment capability to help support the Grading Committee
- (d) A Member of the Grading Committee must make known to the Grading Manager any potential conflict of interest with respect to the player's being graded (eg. child of a parent).
- (e) Returning coaches may be invited to have input, but no coach will be allowed to grade the age group that they expect to coach during the upcoming season.
- (f) The Grading Committee will take into account the following information when determining grading outcomes:
 - (i) Input from previous seasons coaches (via grading sheets)
 - (ii) Attitude
 - (iii) Speed
 - (iv) Skills
 - (v) Agility
 - (vi) Ability to read the game
 - (vii) Game situations / Trial matches
- (g) The grading committee will determine during grading which players choose to be available as specialist goalkeepers. These players should compete for selection in the different divisions as a goalkeeper, irrespective of their ability on the field.

52.5 Play-Up Requests

- (a) The Club highly recommends that a player plays in the correct age group as much as possible in the early stages of their career.
- (b) All Play-Up requests must be made at registration – prior to the grading process commencing.
- (c) Unless otherwise approved by the Grading Committee, players will be initially graded into their correct 'Year of Birth' age group.

- (d) Play-Up requests will only be granted by the Grading Committee on the basis of the applicant successfully demonstrating a case for such promotion and ONLY if the promotion does not affect the lower age group player numbers in any way.
- (e) For all new to club players requesting to play up an age group, it is mandatory that they attend BOTH Grading Day sessions. That is, if an U9 child requests to play as U10, that child should attend BOTH the U9 AND U10 Grading Day sessions. This allows the Grading Team to assess that child's ability and aptitude within both age groups, and assist with subsequent team selection, and will also be considered in the request to play up an age group.
- (f) Where a Play-Up request is granted that results in a different registration fee, then the player will be required to pay the fee appropriate for the graded age group.

52.6 Friend Requests

- (a) The Club will seek to accommodate 'friend requests' into the grading process where possible – this is easier with the early age groups.
- (b) As the children progress through to competition age groups (U12+), this will become less of a priority as the teams are graded against other NSFA teams of similar capability.
- (c) The following guidelines apply to friend requests:
 - (i) Parents may nominate up to 3 (three) friends for their child to be placed with.
 - (ii) The club will then try to place that player with at least one of those friends providing those friends have also nominated your child as a team mate (ie. a mutual request).
 - (iii) All children graded with a nominated friend will be graded down to the level of the lowest skilled player of the nominated children (eg. if your child is graded in the 'A' team and their friend is in the 'C' team – if the request is granted, both children will play in the 'C' team).

Comment [ML16]: Final decision?

52.7 Late Registration / Grading Non-Attendance

- (a) Attendance at grading is mandatory, in particular where there is more than one (1) team in any age division.
- (b) Registration is required prior to the respective grading day. Unregistered players will not be considered for grading.
- (c) Players registering late and/or missing grading day will be placed into teams deemed the most appropriate by the Grading Committee.
 - (i) For returning players, previous coach feedback and Grading Committee knowledge will be used as the basis for this decision.
 - (ii) For players new to the club, they will be placed in the lowest graded team for their age group. Exceptions to this rule will only be made on a case by case basis where provision of (confirmed) playing history can be provided by the player (or parent).
- (d) Any player, who (for whatever reason) feels that they cannot attend any part of the grading process MUST formally advise the Grading Manager in writing PRIOR to the scheduled grading session(s).

52.8 Grading Decisions

- (a) If any player or parent is not satisfied with grading the player receives, they can make a submission in writing to the Grading Committee requesting a review of the players grading, outlining why they think the grading is not correct.
- (b) The Grading Committee will consider this submission and submit a recommendation to the Vice President, Player Groups for decision on whether or not to change the players grading.
- (c) The Vice President, Player Groups decision is final.