



MELVILLE JUNIOR FOOTBALL CLUB INC

Accepted as lodged with the Department of Commerce with effect from 21 October 2013.

Table of Contents

1	Name of Club
2	Definitions and Interpretation
3	Objects of the Melville Junior Football Club
4	Powers of the Melville Junior Football Club
5	Members
6	Application for Membership
7	Register of Members
8	Effect of Membership
9	Discontinuance of Membership
10	Discipline
11	Subscriptions and Fees
12	Existing Committee Members
13	Management Committee
14	Casual Vacancies in Membership of Committee
15	Proceedings of Committee Meetings
16	General and Annual General Meetings
17	Quorum, Proceedings at General and Annual General Meetings
18	No Proxies
19	Minutes of Meetings
20	Amendments to Constitution
21	Seal
22	Income
23	Uniform
24	Notice
25	Indemnity
26	Dissolution
27	Dispute Resolution



1. NAME OF CLUB

The name of the Club is Melville Junior Football Club Inc.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Act 1987*;

Annual General Meeting means meeting convened under **clause 16**;

Committee means the body managing the Melville Junior Football Club referred to in **clause 13**;

Committee Meeting means a meeting referred to in **clause 15**;

Constitution means this Constitution of the Melville Junior Football Club;

Committee Member means a Member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution;

Commissioner means the person referred to as Commissioner in the *Associations Incorporation Act 1987*;

Financial Year means a period not exceeding 15 months fixed by the Committee, being a period commencing on the date of incorporation of the Association and ending on 30 June and thereafter each period commencing 1 July and ending on 30 June in the following year;

General Meeting means a meeting to which all Members are invited;

General Member means a individual appointed as a General Member of the Melville Junior Football Club under **clause 5.1.4**

Junior Council means the East Fremantle Football Club Junior Council or such other Junior Council as decreed by the Western Australian National Football League;

Junior Member means a registered Member of the Melville Junior Football Club who is younger than 19 years of age;

Parent/Guardian Member means the parent/guardian responsible for financial payment of the Junior Member as nominated on the Junior Members registration form;

Life Member means an Individual appointed as a Life Member of the Melville Junior Football Club under **clause 5.2**;

Local Area means the geographical area for which the Melville Junior Football Club is responsible as recognised by the regional and/or state organisations for Australian Rules Football of which the Melville Junior Football Club is a Member;

Member means a Member of the Melville Junior Football Club under **clause 5**;

Ordinary resolution means resolution other than a special resolution;

Objects means the Objects of the Melville Junior Football Club in **clause 3**;



Poll means voting conducted in written form (as opposed to a show of hands);

President means the position described in **clause 13**;

Public Officer means the person appointed to be the public officer of the Association in accordance with the Act.

Register means a register of Members kept and maintained in accordance with **clause 7**;

Seal means the common Seal of the Melville Junior Football Club;

Secretary means the position described in **clause 13**;

Special Resolution has the meaning given by section 24 of the Act;

Treasurer means the position described in **clause 13**;

Vice President means the position described in **clause 13**.

2.2 Interpretation

In this Constitution:

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

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 MELVILLE JUNIOR FOOTBALL CLUB

3.1 The Melville Junior Football Club is established solely for the Objects. The Objects of the Melville Junior Football Club are to:

- (a) conduct, encourage, promote, advance and administer the playing of Australian Rules Football by the Members of the Melville Junior Football Club;
- (b) act, at all times, on behalf of and in the interest of the Members and the game of Australian Rules Football in the local area;
- (c) affiliate and otherwise liaise with the Junior Council of which the Melville Junior Football 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 Australian Rules Football as may be determined from time to time by Junior Council or as may be necessary for the management and control of Australian Rules Football and related activities in Western Australia;
- (e) advance the operations and activities of the Melville Junior Football Club throughout the local area;
- (f) have regard to the public interest in its operations;
- (g) to promote healthy social activities that are appropriate for Members;
- (h) to provide an environment free from any form of harassment or, discrimination on any grounds against any person or any group; and
- (i) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3.2 Not For Profit

The assets and income of the Melville Junior Football Club shall be applied solely in furtherance of the Objects listed in **clause 3.2** and no portion shall be distributed directly or indirectly to the Members of the Melville Junior Football Club except as bona fide compensation for services rendered or expenses incurred on behalf of the Melville Junior Football Club.

4 POWERS OF THE MELVILLE JUNIOR FOOTBALL CLUB

The powers conferred on the Melville Junior Football Club are the same as those conferred by section 13 of the Act, so that subject to the Act and any additions, exclusions or modifications inserted below, the Melville Junior Football Club may do all things necessary or convenient for carrying out its objects and purposes, and in particular, may:

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money:
 - (i) in any security in which trust monies may lawfully be invested; or
 - (ii) in any other manner authorised by the rules of the Melville Junior Football Club;
- (d) borrow money upon such terms and conditions as the Melville Junior Football Club thinks fit;



- (e) give such security for the discharge of liabilities incurred by the Melville Junior Football Club as the Melville Junior Football Club thinks fit;
- (f) appoint agents to transact any business of the Melville Junior Football Club on its behalf;
- (g) enter into any other contract it considers necessary or desirable; and
- (h) may act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene this act or the constitution of the Melville Junior Football Club.

5. MEMBERS

5.1 Members

The Members of the Melville Junior Football Club shall consist of:

- 5.1.1 Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and Annual General Meetings, to attend and vote at each and to sign nominations and nominate for the Committee;
- 5.1.2 Junior Members, who subject to this Constitution, shall not have the right to receive notice of General Meetings and Annual General Meetings, to attend or vote or to sign nominations or nominate for the Committee;
- 5.1.3 Parent/Guardian Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and Annual General Meetings, to attend and vote at each and to sign nominations and nominate for the Committee.

Each Parent/Guardian Member shall hold one vote per Junior Member.
- 5.1.4 General Members, who subject to this Constitution, shall have the rights as determined by the Committee from time to time.

5.2 Life Members

- 5.2.1 The Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Melville Junior Football Club, for a period of at least five years, be appointed as a Life Member.
- 5.2.2 A resolution of the Annual General Meeting to confer life Membership (subject to **clause 5.2.3** (below)) on the recommendation of the Committee must be a Special Resolution.
- 5.2.3 A person must accept or reject the Melville Junior Football Club's resolution to confer life Membership in writing. Upon written 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.



6. APPLICATION FOR MEMBERSHIP

An application for Membership must be:

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

6.1 Discretion to Accept or Reject Application

- 6.1.1 The Committee may accept or reject an application whether the applicant has complied with the requirements in **clause 6** or not.
- 6.1.2 Where the Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register shall be amended accordingly as soon as practicable.
- 6.1.3 Where the Committee proposes to reject an application, it shall give notice and reasons for the rejection to the applicant. The applicant shall be provided with a reasonable opportunity to make a submission to the Committee regarding the proposed rejection in a time frame to be advised by the Committee at the time of providing the notice of rejection.
- 6.1.4 On having received a submission or at the expiry or at the expiry of the notice period, the Committee will make a final determination and will advise the applicant of the decision. If the application is rejected, any fees paid will be refunded to the applicant.

6.2 Renewal

Members (other than Life Members) must renew their Membership annually in accordance with the procedures set down by the Melville Junior Football Club from time to time.

7. REGISTER OF MEMBERS

7.1 Melville Junior Football Club to Keep Register

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

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

The Register is to be kept at the place of residence of the Secretary or any other place as determined by the Committee from time to time.

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



7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Melville Junior Football Club and that they are bound by this Constitution;
- (b) they shall comply with and observe this Constitution and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) by submitting to this Constitution they are subject to the jurisdiction of the Melville Junior Football Club and the Junior Council including any rules and by-laws of the game;
- (d) the Constitution and any resulting policies are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Australian Rules Football; and
- (e) they are entitled to all benefits, advantages, privileges and services of Melville Junior Football Club Membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation of Membership

- (a) Membership of the Melville Junior Football Club may be terminated upon receipt by the Secretary or another Committee Member of a notice in writing from a Member of his or her resignation from the Melville Junior Football Club. Such person remains liable to pay to the Melville Junior Football Club the amount of any subscription due and payable by that person to the Melville Junior Football Club but unpaid at the date of resignation.
- (b) Once the Melville Junior Football Club receives a notice of resignation of Membership given under **clause 9.1(a)** it must make an entry in the Register that records the date on which the Member ceased to be a Member.



9.2 Termination of Membership for Breach

- 9.2.1 Membership of the Melville Junior Football Club may be discontinued by the Committee upon breach of any clause of this Constitution, including, but not limited to, the failure to pay any monies owed to the Melville Junior Football Club, failure to comply with any resolutions or determinations made or passed by the Committee.
- 9.2.2 Membership shall not be discontinued by the Committee under **clause 9.2.1** without the Committee first giving the Member the opportunity to explain the breach and/or remedy the breach.
- 9.2.3 Where a Member fails, in the Committee's view to adequately explain the breach, that Member's Membership may be discontinued under **clause 9.2.1**, by the Melville Junior Football Club, giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of Membership under **clause 9.2** as soon as practicable.

9.3 Member to Re-Apply

A Member whose Membership has been discontinued under **clauses 9.1 or 9.2**:

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

9.4 Forfeiture of Rights

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

10. DISCIPLINE

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution or any resolution or determination of the Committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Melville Junior Football Club and/or Australian Rules Football;
- (c) has been convicted of a serious criminal offence or has been involved in any discrimination, harassment or aggressive behaviour towards any club member or any other person; or
- (d) brought the Melville Junior Football Club, any other Member or Australian Rules Football into disrepute.



- 10.1 A Member referred to in **clause 10** (above) will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Melville Junior Football Club as determined by the Committee from time to time;
- 10.2 The Committee may appoint a Sub Committee to deal with any disciplinary matter referred to it. Such a Sub Committee shall operate in accordance with the procedures as determined by the Committee from time to time, but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES

The annual Membership subscription (if any) and any fees or other levies payable by Members to the Melville Junior Football Club and the time for and manner of payment shall be determined by the Committee from time to time.

12. EXISTING COMMITTEE MEMBERS

The Members of the administrative or governing body (by whatever name called) of the Melville Junior Football Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following adoption of this Constitution. After the Annual General Meeting the positions of Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. MANAGEMENT COMMITTEE

13.1 Members of Management Committee

The affairs of the Melville Junior Football Club will be managed by a Management Committee consisting of President, Vice President, Secretary, Treasurer and not less than five (5) other persons as determined by the Committee from time to time.

All those elected to the Committee must be Members of the Melville Junior Football Club.

- 13.1.1 President and Vice President
Subject to this clause, the President must preside at all meetings including Committee meetings, Annual General Meetings and General Meeting.

In the event of the absence of the President from a General Meeting:

- (a) the Vice-President; or
- (b) in the absence of both the President and the Vice-President, a Committee Member elected by the other Members present at the General Meeting, must preside at the General Meeting.



13.1.2 Secretary

The Secretary must:

- (a) co-ordinate the correspondence of the Melville Junior Football Club;
- (b) keep full and correct minutes of the proceedings of the Committee and of the Melville Junior Football Club;
- (c) comply on behalf of the Melville Junior Football Club with:
 - (i) section 27 of the Act with respect to the register of Members of the Melville Junior Football Club as referred to in clause 7;
 - (ii) section 28 of the Act by keeping and maintaining in an up to date condition the rules of the Melville Junior Football Club and, upon the request of a Member of the Melville Junior Football Club, must make available those rules for the inspection of the Member and the Member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
 - (iii) section 29 of the Act by maintaining a record of:
 - (A) the names and residential or postal addresses of the persons who hold the offices of the Melville Junior Football Club provided for by these rules, including all offices held by the persons who constitute the Committee and persons who are authorised to use the common seal of the Melville Junior Football Club under **clause 21**;
 - (B) the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Melville Junior Football Club: and
 - (C) the Secretary must, upon the request of a Member of the Melville Junior Football Club, make available the record for the inspection of the Member and the Member may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;
- (d) unless the Members resolve otherwise at a general meeting, have custody of all books, documents, records and registers of the Melville Junior Football Club, including those referred to in paragraph (c) but other than those required by clause 13 to be kept and maintained by, or in the custody of, the Treasurer; and
- (e) perform such other duties as are imposed by this Constitution on the Secretary.

13.1.3 Treasurer

The Treasurer must:

- (a) be responsible for the receipt of all moneys paid to or received by, or by him or her on behalf of, the Melville Junior Football Club and must issue receipts for those moneys in the name of the Melville Junior Football Club;
- (b) pay all moneys referred to in paragraph (a) into such account or accounts of the Melville Junior Football Club as the Committee may from time to time direct;
- (c) make payments from the funds of the Melville Junior Football Club with the authority of a general meeting or of the Committee and in so



- doing ensure that all cheques are signed by himself or herself and at least one other authorised Committee Member, or by any two others as are authorised by the Committee;
- (d) comply on behalf of the Melville Junior Football Club with sections 25 and 26 of the Act with respect to the accounting records of the Melville Junior Football Club by:
 - (i) keeping such accounting records as correctly record and explain the financial transactions and financial position of the Melville Junior Football Club;
 - (ii) keeping its accounting records in such manner as will enable true and fair accounts of the Melville Junior Football Club to be prepared from time to time;
 - (iii) keeping its accounting records in such manner as will enable true and fair accounts of the Melville Junior Football Club to be conveniently and properly audited; and
 - (iv) submitting to Members at each Annual General Meeting of the Melville Junior Football Club accounts of the Melville Junior Football Club showing the financial position of the Melville Junior Football Club at the end of the immediately preceding financial year.
 - (e) whenever directed to do so by the President, submit to the Committee a report, balance sheet or financial statement in accordance with that direction;
 - (f) unless the Members resolve otherwise at a General Meeting, have custody of all securities, books and documents of a financial nature and accounting records of the Melville Junior Football Club, including those referred to in paragraphs (d) and (e); and
 - (g) perform such other duties as are imposed by this Constitution on the Treasurer.

Other Committee positions may be described in relevant policies as determined by the Committee from time to time.

13.2 Election Of Committee Members

- 13.2.1 Committee Members must be elected to membership of the Committee at an Annual General Meeting or appointed under **clause 13.3.6**.
- 13.2.2 Subject to **clause 13.3.6**, a Committee Member's term will be from his or her election at an Annual General Meeting until the election referred to in **clause 13.2.1** at the next Annual General Meeting after his or her election, but he or she is eligible for re-election to Membership of the Committee.

13.3 Nomination Of Committee Members

- 13.3.1 Nominations for President
Nominations for President should be:
 - (a) in writing;
 - (b) on the prescribed form (if any) provided for that purpose;
 - (c) proposed and seconded by two Members, other than Junior Members;



- (d) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated; and
- (e) delivered to the Secretary not less than 14 days before the date fixed for the Annual General Meeting;
- (f) Nominations for President will not be accepted from the floor of the AGM.

13.3.2 Nominations for Other Committee Members

Except for the President and nominees under **clause 13.3.6**, nominations should be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) proposed and seconded by two Members, other than Junior Members;
- (d) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated; and
- (e) delivered to the Secretary not less than 14 days before the date fixed for the Annual General Meeting.

13.3.3 Eligibility of Members to Re-elect

A person who is eligible for election or re-election under this clause may:

- (a) propose himself or herself for election or re-election; and
- (b) vote for himself or herself.

13.3.4 Declaring Members Elected

If the number of persons nominated in accordance with **clause 13.3.1 or 13.3.2** for election to membership of the Committee does not exceed the number of vacancies in that membership to be filled-

- (a) the Secretary must report accordingly to; and
- (b) the President or the person chairing the meeting in accordance with **clause 13.1.1** must declare those persons to be duly elected as Members of the Committee, at the Annual General Meeting concerned.

13.3.5 Nominations from the Floor at the AGM (except for President)

If vacancies remain on the Committee after the declaration under **clause 13.3.4** (except for the position of President), additional nominations of Committee Members may be accepted from the floor of the Annual General Meeting. If such nominations from the floor do not exceed the number of vacancies the President or the person chairing the meeting in accordance with **clause 13.1.1** must declare those persons to be duly elected as Committee Members. Where the number of nominations from the floor exceeds the remaining number of vacancies on the Committee, elections for those positions must be conducted in accordance with **clause 17.4 (c)**.

13.3.6 Remaining Vacancies

If a vacancy remains on the Committee after the application of **clause 13.3.4** and **clause 13.3.5** or when a casual vacancy arises within the meaning of **clause 14** in the Membership of the Committee:

- (a) the Committee may appoint a Member to fill that vacancy; and
- (b) a Member appointed under this clause will:



- (i) hold office until the next Annual General Meeting; and
 - (ii) be eligible for election to membership of the Committee.
- at the next following Annual General Meeting.

13.3.7 Failure to Elect President at AGM

If no nominations are received for the position of President per **clause 13.3.1**, The Vice President or the person Chairing the meeting will act as President in the interim. The Committee shall either appoint a current Committee Member as president or call for new nominations at the first Committee Meeting after the AGM.

13.4 SUB COMMITTEES

13.4.1 The Committee may delegate, in writing, to one or more sub-committees (consisting of such Member or Members of the Melville Junior Football Club), as determined by the Committee from time to time, the exercise of such functions of the Committee as are specified in the delegation other than:

- (a) the power of delegation; and
- (b) a function which is a duty imposed on the Committee by the Act or any other law.

13.4.2 Any delegation under clause **13.4.1** may be subject to such conditions and limitations as to the exercise of that function or as to time and circumstances as are specified in the written delegation and the Committee may continue to exercise any function delegated.

13.4.3 The Committee may, in writing, revoke wholly or in part any delegation under **clause 13.4.1**.

14 CASUAL VACANCIES IN MEMBERSHIP OF COMMITTEE

14.1 A casual vacancy occurs in the office of a Committee Member and that office becomes vacant if the Committee Member:

- (a) dies;
- (b) resigns by notice in writing delivered to the President or, if the Committee Member is the President, to the Vice-President and that resignation is accepted by resolution of the Committee;
- (c) is convicted of an offence under the Act;
- (d) is permanently incapacitated by mental or physical ill-health;
- (e) is absent from more than 3 consecutive Committee Meetings without the approval of the Committee, of which meetings the Member received notice, and the Committee has resolved to declare the office vacant;
- (f) ceases to be a Member of the Melville Junior Football Club; or
- (g) is the subject of a resolution passed by a General Meeting of Members terminating his or her appointment as a Committee Member.



15 PROCEEDINGS OF COMMITTEE MEETINGS

- 15.1 The Committee must meet together for the dispatch of business not less than 3 times in each calendar year.
- 15.2 A meeting may be convened by the President or at least half the members of the Committee. Reasonable notice must be given to all Committee Members when a meeting is convened.
- 15.3 At a Committee Meeting at least 60 percent of Committee Members constitute a quorum. The quorum must include at least 2 of either the President, Vice-President, Secretary or Treasurer, to reach a quorum.
- 15.4 Each Committee Member has a deliberative vote.
- 15.5 A question arising at a Committee meeting must be decided at the time of the vote, by a majority, but, if there is no majority, the person presiding at the Committee Meeting will have a casting vote in addition to his or her deliberative vote.
- 15.6 Subject to these clauses, the procedure and order of business to be followed at a Committee Meeting is determined by the Committee Members present at the Committee Meeting.
- 15.7 As required under sections 21 and 22 of the Act, a Committee Member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Committee (except if that pecuniary interest exists only by virtue of the fact that the Member of the Committee is a Member of a class of persons for whose benefit the Melville Junior Football Club is established), must:
- (a) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Committee; and
 - (b) not take part in any deliberations or decision of the Committee with respect to that contract.
- 15.8 **Clause 15.7(a)** does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the Member of the Committee is an employee of the Melville Junior Football Club.
- 15.9 The Secretary must cause every disclosure made under **clause 15.7(a)** by a Member of the Committee to be recorded in the minutes of the meeting of the Committee at which it is made.

16 GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS

- 16.1 The Committee:
- (a) may at any time convene a General Meeting;
 - (b) must convene an Annual General Meetings within the time limits provided for the holding of such meetings by section 23 of the Act, that is, in every calendar year within 4 months after the end of the Melville Junior Football Club's Financial Year, and
 - (c) must, within 30 days of:



- (i) receiving a request in writing to do so from not less than half of the registered Members, convene a General Meeting for the purpose specified in that request; or
 - (ii) the Secretary receiving a notice under **clause 9.2** convene a General Meeting to deal with the appeal to which that notice relates.
 - (d) must, after receiving a notice under **clause 6.1** convene a General Meeting, no later than the next Annual General Meeting, at which the appeal referred to in the notice will be dealt with. Failing that, the applicant is entitled to address the Melville Junior Football Club at the next Annual General Meeting in relation to the Committee's rejection of his or her application and the Melville Junior Football Club at that meeting must confirm or set aside the decision of the Committee.
- 16.2 The Members making a request referred to in **clause 16 (1)(c)(i)** must:
- (a) state in that request the purpose for which the General Meeting concerned is required; and
 - (b) sign that request.
- 16.3 If a General Meeting is not convened within the relevant period of 30 days referred to:
- (a) in **clause 16 (1)(c)(i)**, the Members who made the request may themselves convene a General Meeting as if they were the Committee; or
 - (b) in **clause 16 (1)(c)(ii)**, the Member who gave the notice may, him or herself, convene a General Meeting as if he or she were the Committee.
- 16.4 When a General Meeting is convened under **clause 16.3** the Melville Junior Football Club must pay the reasonable expenses of convening and holding the General Meeting.
- 16.5 Subject to **clause 16.7** the Secretary must give all registered Members not less than 14 days notice of a General Meeting and that notice must specify:
- (a) when and where the General Meeting concerned is to be held; and
 - (b) particulars of the business to be transacted at the General Meeting concerned and of the order in which that business is to be transacted.
- 16.6 Subject to **clause 16.7** the Secretary must give to all Members not less than 21 days notice of an Annual General Meeting and that notice must specify:
- (a) when and where the Annual General Meeting is to be held;
 - (b) the particulars and order in which business is to be transacted, as follows-
 - (i) first, the consideration of the accounts and reports of the Committee;
 - (ii) second, the election of Committee Members to replace outgoing Committee Members; and
 - (iii) third, any other business requiring consideration by the Melville Junior Football Club at the Annual General Meeting.



- 16.7 A special resolution may be moved either at a General Meeting or at an Annual General Meeting, however the Secretary must give all registered Members not less than 21 days notice of the meeting at which a special resolution is to be proposed. In addition to those matters specified in **clause 16.5 or 15.6**, as relevant, the notice must also include the resolution to be proposed and the intention to propose the resolution as a special resolution.
- 17. QUORUM AND PROCEEDINGS AT GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS**
- 17.1 At a General Meeting or Annual General Meeting 20 Members present in person constitute a quorum.
- 17.2 If within 30 minutes after the time specified for the holding of a General Meeting or Annual General Meeting in a notice given under **clause 16.5 or clause 16.6**:
- (a) as a result of a request or notice referred to in **clause 16.1 (c)** or as a result of action taken under **clause 16.3** a quorum is not present, the General Meeting or Annual General Meeting lapses; or
 - (b) otherwise than as a result of a request, notice or action referred to in paragraph (a), the general meeting stands adjourned to the same time on the same day in the following week. Meeting to be held in the same venue unless otherwise notified by the Secretary.
- 17.3 If within 30 minutes of the time appointed by clause 17.2 (b) for the resumption of an adjourned general meeting a quorum is not present, the Members who are present in person or by proxy may nevertheless proceed with the business of that General Meeting or Annual General Meeting as if a quorum were present.
- 17.4 Voting at General Meetings and Annual General Meetings**
- 17.4.1 At a General Meeting or Annual General Meeting-
- (a) election of Committee Members where there is no more than one nomination shall be decided by a show of hands, subject to **clause 5**; and
 - (b) election of committee Members where there is more than one nomination prior to the meeting shall be decided by a majority of votes cast by Poll completed by registered Members in attendance at the meeting;
 - (c) in the event that:
 - (i) there are insufficient nominations prior to the meeting; and
 - (ii) nominations are taken from the floor (except for the Position of President); and
 - (iii) the number of nominations from the floor 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 Committee. Voting papers for the purposes of **clause 13.7** (with respect to nominations from the floor on the day of the Annual General Meeting) shall be completed by Members attending the Annual General Meeting and shall be counted by the Secretary prior to the conclusion of the Annual General Meeting.

- (d) an ordinary resolution put to the vote will be decided by a majority of votes cast by Poll completed by registered Members in attendance at the meeting;
 - (e) a Special Resolution put to the vote will be decided in accordance with section 24 of the Act.
- 17.4.2 A declaration by the President or person presiding at a General Meeting or Annual General Meeting that a resolution has been passed as an Ordinary Resolution at the meeting will be evidence of that fact unless, during the General Meeting at which the resolution is submitted, a poll is demanded in accordance with **clause 17.4.1(e)**.
- 17.4.3 At a General Meeting, a Poll may be demanded by the President or person presiding or by three or more Members present and, if so demanded, must be taken in such manner as the President or person presiding directs.
- 17.4.4 If a poll is demanded and taken under **clause 17.4.3** in respect of an ordinary resolution, a declaration by the President or person presiding of the result of the poll is evidence of the matter so declared.
- 17.4.5 A Poll demanded under **clause 17.4.3** must be taken immediately on that demand being made.

18 PROXIES OF MEMBERS OF MELVILLE JUNIOR FOOTBALL CLUB

Proxies will not be accepted at Committee Meetings, General Meetings or Annual General Meetings of the Melville Junior Football Club.

19 MINUTES OF MEETINGS OF MELVILLE JUNIOR FOOTBALL CLUB

- 19.1 The Secretary must take minutes of all proceedings of all Meetings.
- 19.2 The President, or person presiding at the meeting, must ensure that all minutes under **clause 19.1** are checked and signed as correct by the President or person presiding at the General Meeting, Committee Meeting or Annual General Meeting to which those minutes relate or by the President or the person presiding at the next succeeding General Meeting, Committee Meeting or Annual General Meeting, as the case requires.
- 19.3 When minutes have been entered and signed as correct, they are, until the contrary is proved, evidence that:
- (a) the General Meeting, Committee Meeting or Annual General Meeting to which they relate was duly convened and held;
 - (b) all proceedings recorded as having taken place at the General Meeting, Committee Meeting or Annual General Meeting did in fact take place at the meeting; and



- (c) all appointments or elections purporting to have been made at the General Meeting, Committee Meeting or Annual General Meeting have been validly made.

20 AMENDMENT TO CONSTITUTION

- 20.1 The Melville Junior Football Club may alter or rescind this Constitution, or make rules additional to this Constitution, in accordance with the procedure set out in sections 17, 18 and 19 of the Act, which is as follows:
- (a) Subject to **clause 20.1 (d) and (e)**, the Melville Junior Football Club may alter its Constitution by special resolution but not otherwise;
 - (b) Within one month of the passing of a Special Resolution altering its Constitution, the Melville Junior Football Club must lodge with the Commissioner notice of the Special Resolution setting out particulars of the alteration together with a certificate given by a Member of the Committee certifying that the resolution was duly passed as a Special Resolution and that the rules of the Melville Junior Football Club are so altered conform to the requirements of this Act;
 - (c) An alteration of the Constitution does not take effect until **clause 20.1 (b)** is complied with;
 - (d) An alteration of the Constitution having effect to change the name of the Melville Junior Football Club does not take effect until **clauses 20.1 (a) to 1(c)** are complied with and the approval of the Commissioner is given to the change of name;
 - (e) An alteration of the Constitution having effect to alter the objects or purposes of the Melville Junior Football Club does not take effect until **clauses 20.1 (a) to (1) (c)** are complied with and the approval of the Commissioner is given to the alteration of the objects or purposes.
- 20.2 These rules bind every Member and the Melville Junior Football Club to the same extent as if every Member and the Melville Junior Football Club had signed and sealed these rules and agreed to be bound by all their provisions.

21 SEAL

The Melville Junior Football Club may have a Seal upon which its corporate name shall appear in legible characters.

The Seal shall not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Melville Junior Football Club's minute book. Two committee Members must witness every use of the Seal, unless the Committee determines otherwise.



22 INCOME

- 22.1 Income and property of the Melville Junior Football Club shall be derived from such sources as the Committee determines from time to time.
- 22.2 The income and property of the Melville Junior Football Club shall be applied solely towards the promotion of the Objects.
- 22.3 Except as prescribed in this Constitution or the Act:
- (a) no portion of the income or property of the Melville Junior Football 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 Melville Junior Football Club to any Member who holds any office of the Melville Junior Football Club.
- 22.4 Payment in good faith of or to any Member can be made for:
- (a) any services actually rendered to the Melville Junior Football Club;
 - (b) goods supplied to the Melville Junior Football 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 Melville Junior Football Club; or
 - (e) any out-of-pocket expenses incurred by a Member on behalf of the Melville Junior Football Club.

Provided the payments do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

23 UNIFORM

The Melville Junior Football Club uniform shall consist of a green and gold jumper with the Melville Hawks emblem. Other uniform items are to be determined by the Committee from time to time.

24 NOTICE

- 24.1 Notices may be given by the Melville Junior Football Club to any person entitled under this Constitution 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.
- 24.2 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.



24.3 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.

24.4 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, unless it is returned as undeliverable.

25 INDEMNITY

25.1 Every Committee Member and employee of the Melville Junior Football Club will be indemnified out of the property and assets of the Melville Junior Football Club against any liability incurred by them in their capacity as Committee Member 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.

25.2 The Melville Junior Football Club shall indemnify its Committee and employees against all damages and losses (including legal costs) for which any such Committee member 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 Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Melville Junior Football 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 Melville Junior Football Club.

26 DISSOLUTION

If upon the winding up or dissolution of the Melville Junior Football Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.

27 DISPUTES AND MEDIATION

27.1 The grievance procedure set out in this rule applies to disputes under these rules between:

- (a) a member and another member; or
- (b) a member and the Melville Junior Football Club; or
- (c) if the Melville Junior Football Club provides services to non-members, those non-members who receive services from the Melville Junior Football Club, and the Melville Junior Football Club.



- 27.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 27.3 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 10 days, hold a meeting in the presence of a mediator.
- 27.4 The mediator must be:
- (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement:
 - (i) in the case of a dispute between a member and another member, a person appointed by the Committee of the Melville Junior Football Club;
 - (ii) in the case of a dispute between a member and the Melville Junior Football Club, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- 27.5 A member of the Melville Junior Football Club can be a mediator.
- 27.6 The mediator cannot be a member who is a party to the dispute.
- 27.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 27.8 The mediator, in conducting the mediation, must:
- (a) give the parties to the mediation process every opportunity to be heard;
 - (b) allow due consideration by all parties of any written statement submitted by any party; and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 27.9 The mediator must not determine the dispute.
- 27.10 The mediation must be confidential and without prejudice.
- 27.11 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

