

JOONDALUP CITY FOOTBALL CLUB

Joondalup, Western Australia



www.jcfc.com.au

CONSTITUTION

1. NAME

The name of the Club is **Joondalup City Football Club Inc** hereinafter referred to as the "Club".

2. DEFINITIONS

In reading this Constitution, unless the contrary context or intention appears- "General Meeting" means a meeting of the Club, whether Annual or Special, to which all members are invited;

"Annual General Meeting" is the meeting convened under paragraph 15.1;

"General Meeting" is the meeting convened under paragraph 15.2;

"convene" means to call together for a formal meeting;

"member" means any member of the Club as identified in paragraphs 8;

"The Act" means the Association Incorporated Act 1987;

"Football" means the game of Association Football as played in accordance with Football Federation of Australia (FFA) rules;

"Management Committee members" means persons referred to in paragraph (a), (b), (c), (d) and (e) of paragraph 11.1;

"Management Committee" means meeting convened by Management Committee members according to paragraph 11.1;

"the Chairperson" means –

- 1) in relation to the proceedings at a Committee meeting or general meeting, the person presiding at the Committee meeting or general meeting in accordance with item (a) of paragraph 11.1;
- 2) otherwise than in relation to the proceedings referred to in paragraph (a), the person referred to in paragraph 11.3.

"the Secretary" means the Secretary referred to in item (c) of paragraph 11.1;

"the Treasurer" means the Treasurer referred to in item (d) of paragraph 11.1;

3. INCORPORATION / AFFILIATION

The Club is to be Incorporated and is to be affiliated and liaise with Football West, Football Federation of Australia (FFA) and other organisations where appropriate.

4. OBJECTIVES

The objectives of the Club are: -

- 4.1 To promote and encourage the playing of Football in the Joondalup and surrounding areas in accordance with the laws of the game as declared from time to time by local, national and international Football governing institutions and affiliated bodies.
- 4.2 To provide equal opportunity for community participation and recreation for people from a variety of socio-economic and cultural backgrounds and sporting abilities.
- 4.3 To provide a sense of community spirit and cooperation in the broader Joondalup community, and to encourage and promote parental participation in the sporting, fundraising, social and other activities of the Club.
- 4.4 To promote in players of the Club, a culture of sportsmanship, physical fitness and self esteem by improving the skills and fitness of individuals whilst ensuring that, at all times they respect themselves, their team mates, the opposition, match officials and the management officials of the Club and any opposing Clubs.
- 4.5 To encourage and actively support members of the Club to undertake training in all aspects of the playing, coaching and refereeing of the sport of Football.

- 4.6 To invest and spend such monies, as are raised by the efforts of the Club's members, on the development of the Club, its facilities, operational demands and the promotion of the sport of Football.

5. ATTAINING OBJECTIVES

The Club and its Management Committee shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objectives of the Club.

6. PROPERTY OF THE CLUB

The Club must apply all property and income of the Club towards the promotion of the objects or purposes of the Club and no part of that property or income to be paid or otherwise distributed, directly or indirectly, to members of the Club, except in good faith in the promotion of those objects or purposes.

7. POWERS OF THE CLUB (as conferred by Section 13 of the Act).

The powers of the Club and Management Committee are: -

- 7.1 To acquire, hold, deal with, and dispose of any real or personal property;
- 7.2 To open and operate bank accounts in the Incorporated name of the Club;
- 7.3 To invest its money –
- (I). in any security in which trust moneys may be invested; or
 - (II). in any other manner authorised by the By-laws of the Club;
- 7.4 To borrow money upon such terms and conditions as the Club thinks fit;
- 7.5 To give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- 7.6 To appoint agents and employees to transact any business of the Club on its behalf for reward or otherwise;
- 7.7 To build, construct, erect, maintain, alter and repair any premises building or other structure of any kind and to furnish, equip and improve the same for use by the Club;
- 7.8 Accept donations and gifts in accordance with the objects of the Club;
- 7.9 Print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Club;
- 7.10 Provide gifts and prizes in accordance with the objects of the Club;
- 7.11 Organise social events for Members and the promotion of the Club;
and
- 7.12 To enter into any other contract the Club considers necessary or desirable.

8. MEMBERSHIP

General Rules for Membership:

- 8.1 Membership shall be open to any person who wishes to further the interests of the Club.
- 8.2 Any person seeking membership shall make application to the Management Committee and the Management Committee shall determine whether the application is successful or not.
- 8.3 Each person admitted to membership shall be;
 - 8.3.1 Bound by the Constitution and By-laws of the Club.
 - 8.3.2 Liable for such fees and subscriptions as may be fixed by the Club.
 - 8.3.3 Entitled to all advantages and privileges of membership.
- 8.4 Membership Categories:
 - 8.4.1 **ORDINARY MEMBER**
Any person who is a financial member or legal guardian of a Junior Participant of the Club is entitled to hold any office and enjoy the privileges of the Club.
 - 8.4.2 **COMMITTEE MEMBER**
Any person who is, an Ordinary Member of the Club, and who has been elected to a position on the Management Committee at a General Meeting.
 - 8.4.3 **JUNIOR PARTICIPANT**
Any person under the age of 18 years may become a Junior Participant. Junior Participants shall have no voting rights nor be entitled to hold any office.
 - 8.4.4 **LIFE MEMBERSHIP**
The Management Committee may, at its discretion elect any member who has given outstanding service to the Club as a Life Member. Any member may nominate a person to the Management Committee for consideration for Life Membership.
 - 8.4.5 **PATRON**
The Club may, at its discretion, elect a patron/s or vice patron/s of the Club for such period as may be deemed necessary. Such patron/s or vice patron/s shall not be eligible to vote unless they are current members of the Club under another category of membership.
- 8.5 The Management Committee shall appoint a member of the Management Committee to maintain an up to date register of members of the Club.
- 8.6 A member may, at any reasonable time, inspect the records and documents of the Club.

9. SUBSCRIPTIONS

- 9.1 The members may from time to time at a General Meeting determine the amount of the subscription to be paid by each member.
- 9.2 Each member must pay to the Treasurer, annually on or before 31 January or such other date as the Management Committee from time to time determines the amount of the subscription.

10. TERMINATION OF MEMBERSHIP

- 10.1 Any person's membership of the Club may be terminated by the following events;
- (I). Resignation
 - (II). Expulsion
 - (III). Member's annual membership fee remains unpaid or not renewed within 1 month after registration closes and no financial arrangement with the club has been entered in to.
- 10.2 The Management Committee shall have the power to suspend or expel any member of the Club for:
- (I). False or inaccurate statements made in the member's application for membership of the Club,
 - (II). Breach of any rule, regulation or By-law of the Club
 - (III). By any act detrimental to the Club after having undertaken due enquiry,
- 10.3 Any member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose, and the decision of the General Meeting shall be final.

11. MANAGEMENT COMMITTEE (OR EXECUTIVE COMMITTEE)

- 11.1 Management of the Club shall be vested in the Management Committee elected for a term of two years by the members at the Annual General Meeting ("AGM") and consisting of;
- (a) Chairperson (or President)
 - (b) Vice Chairperson (or Vice President)
 - (c) Secretary
 - (d) Treasurer
 - (e) Registrar
- 11.2 No person shall hold more than one position on the Management Committee at any one time. A person shall cease to be a member of the Management Committee at the conclusion of the Annual General Meeting which follows his/her election and will be eligible for re-election.
- 11.3 If the Chairperson or Vice Chairperson is unable to attend, then a chairperson nominated by the meeting shall chair the meeting.
- 11.4 A member of the Management Committee may lose his or her seat on the Committee for either of the following;
- (I). Fails to attend three (3) consecutive meetings of the Committee without a good valid reason
 - (II). By conduct and behaviour that brings discredit to the Club
 - (III). Fails to take an active interest in the control and management of the Club.

12. PROCEEDINGS OF MANAGEMENT COMMITTEE

- 12.1 The Management Committee shall meet together for the dispatch of business not less than six (6) times in each year and the Chairperson, or at least half the members of the Management Committee, may at any time convene a meeting of the Management Committee.
- 12.2 Each Management Committee member has a deliberative vote.
- 12.3 A question arising at the a Management Committee meeting shall be decided by a majority of votes, if there no majority, the person presiding at the Management Committee meeting will have a casting vote in addition to his or her deliberative vote.
- 12.4 At a Management Committee meeting three (3) Committee members constitute a quorum.

13. POWERS OF THE MANAGEMENT COMMITTEE

- 13.1 The Management Committee shall carry out the day-to-day running of the Club and shall have the power to:
 - 13.1.1 Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
 - 13.1.2 Fix the manner in which such banking accounts shall be operated upon, providing the Management Committee passes all payments;
 - 13.1.3 Fix fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
 - 13.1.4 Adjudicate on all matters brought before it which in any way affect the Club.
 - 13.1.5 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members;
 - 13.1.6 Make, amend and rescind rulings and By-laws;
 - 13.1.7 Have the power to form and appoint any sub committee/s as required for specific purposes;
 - 13.1.8 May at their discretion employ a person or persons to carry out certain duties required by the Club, at salaries or remunerations for such period of time, as may be deemed necessary.
 - 13.1.9 Should a vacancy occur on the Management Committee during the season, the Management Committee shall appoint a successor until the next Annual General Meeting.
 - 13.1.10 Appoint an officer/s or agent of the Management Committee to have custody of the Club's records, documents and securities.

14. GENERAL MEETINGS

14.1 Annual General Meeting:

14.1.1 The Annual General Meeting of the Club must be held within four months of the end of the Club's financial year.

14.1.2 The Secretary shall give at least fourteen (14) days notice of the date of the Annual General Meeting, to members.

14.1.3 All financial members may attend the Annual General Meeting.

14.1.4 The quorum at the Annual General Meeting, shall be a minimum of 9 members. If, at the end of 30 minutes after the time appointed in the notice for the opening of the Meeting, there be no quorum the meeting shall stand and adjourn for one week. If at such meeting there is no quorum those members present shall be competent to discharge the business of the meeting.

14.1.5 The agenda for an Annual General Meeting shall be;

- Opening of Meeting
- Apologies
- Presentation of Annual Report
- Adoption of Annual Report
- Presentation of Treasurer's statement
- Election of New Executive and appointment of Auditor
- Vote of thanks to outgoing Executive
- Notice/s of Motion
- Urgent general business
- Closure

14.2 General Meetings (or Special General Meetings)

14.2.1 General Meetings may be called by the Management Committee or at the request of the Chairperson and Secretary or on the written request of 9 members of the Club.

14.2.2 The Secretary shall give at least seven (7) days notice, in writing, of the date of the General Meeting to the members. Notice of General Meetings shall set out clearly the business for which the meeting has been called. No other business shall be dealt with at that General Meeting.

14.2.3 The quorum at the General Meeting shall be a minimum of 9 members, including members of the Management Committee.

15. VOTING

- 15.1 Voting powers at the Annual General Meeting and General Meetings:
- 15.1.1 The Chairperson shall be entitled to a deliberative vote and, in the event of a tied vote; the Chairperson shall exercise a casting vote in addition to his or her deliberative vote.
- 15.1.2 Each individual financial member present shall have one (1) deliberative vote.
- 15.2 Voting powers at Management Committee Meetings;
- 15.2.1 The Chairperson shall be entitled to a deliberative vote, and, in the event of a tied vote, the Chairperson shall exercise a casting vote in addition to his or her deliberative vote.
- 15.2.2 Each individual committee member present shall have one (1) deliberative vote.

16. FINANCE

- 16.1 All funds of the Club shall be deposited into the Club's accounts at such bank or recognised financial institution as the Management Committee may determine.
- 16.2 All accounts due by the Club shall be paid by cheque after having being passed for payment at the Management Committee Meeting and when immediate payment is necessary, account/s shall be paid and the action endorsed at the next Management Committee Meeting.
- 16.3 The Secretary shall not spend more than a set amount Petty Cash (as determined by the Management Committee from time to time) without the consent of the Management Committee, and shall keep a record of such expenditure in a Petty Cash Book.
- 16.4 The Treasurer shall comply with sections 25 and 26 of the Act with respect to the accounting records of the Club by-
- 16.4.1 keeping such accounting records as correctly record and explain the financial transactions and financial position of the Club;
- 16.4.2 keeping its accounting records in such manner as will enable true and fair accounts of the Club to be prepared from time to time;
- 16.4.3 keeping its accounting records in such manner as will enable true and fair accounts of the Club to be conveniently and properly audited; and
- 16.4.4 submitting to members at each Annual General Meeting the accounts of the Club showing the financial position at the end of the immediately preceding financial year.
- 16.5 A statement showing the financial position of the Club shall be tabled at each Management Committee Meeting by the Treasurer.
- 16.6 The financial year of the Club shall commence on November 1st each year.
- 16.7 The signatories to the Club's account/s will be the Treasurer and any one (1) from the following;
- President;
 - Vice-President;
 - Secretary;
 - Registrar.

- 16.8 All property and income of the Club will apply solely to the promotion of the objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

17. MINUTES OF MEETINGS OF CLUB

- 17.1 The Secretary shall cause proper minutes of all the proceedings of all General Meetings and Management Committee meetings to be taken and then to be entered within 30 days after the holding of each General Meeting or Management Committee meeting, as the case requires, in a minute book kept for that purpose.
- 17.2 The Chairperson shall ensure that the minutes taken of a General Meeting or Management Committee meeting are checked and signed as correct by the Chairperson of the General Meeting or Management Committee meeting to which those minutes relate or by the Chairperson of the next succeeding General Meeting or Management Committee meeting, as the case requires.

18. COMMON SEAL

- 18.1 The Club shall have a common seal on which its corporate name appears in legible characters.
- 18.2 The common seal of the Club shall be kept in the custody of the Secretary or such other person as the Management Committee from time to time decides.
- 18.3 The seal shall not be used or affixed to any deed or document except pursuant to a resolution of the Management Committee and in the presence of at least the President and two members of the Committee, both of whom shall subscribe their names as witnesses.

19. ALTERNATIONS TO THE CONSTITUTION AND BY-LAWS

- 19.1 No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting, or General Meeting, called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members fourteen (14) days prior to the Annual General Meeting, or seven (7) days prior to a General Meeting called for such purpose.
- 19.2 The Secretary shall forward such notices of motion to each Management Committee member at least fourteen (14) days prior to the Annual General Meeting or seven (7) days prior to a General Meeting.
- 19.3 Alterations to the By-laws can be made only at Management Committee Meetings provided notice of the proposed alteration/s has been duly notified to Committee Members.
- 19.4 Such motions, or any part thereof, shall be of no effect unless passed by a seventy five percent (75%) majority (Special Resolution) of those present and entitled to a vote at the Annual General Meeting, General Meeting or Management Committee Meeting, as the case may be.
- 19.5 Within one month of the passing of a Special Resolution, the Secretary shall notify the Department of Consumer and Employment Protection of the amendment.

20. DISPUTES AND MEDIATION

- 20.1 The procedures set out in this section apply to disputes under these rules between -
- (a) A member and another member; or
 - (b) A member and the Club; or
 - (c) If the Club provides services to non-members, those non-members who receive services from the Club, and the Club.
- 20.2 The parties to the dispute shall meet and discuss the matter in dispute, and, if possible, resolve the dispute within 21 days.
- 20.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties shall, within 10 days, hold a meeting in the presence of a mediator.
- 20.4 The mediator shall 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 Club Management Committee;
 - (ii) in the case of a dispute between a member or relevant non-member and the Club, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- 20.5 A member of the Club can be a mediator.
- 20.6 A mediator cannot be a member who is party to the dispute.
- 20.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation
- 20.8 The mediator, in conducting mediation, shall give the parties to the mediation process every opportunity to be heard and ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 20.9 The mediator shall not determine the dispute
- 20.10 The mediation shall be confidential and without prejudice.
- 20.11 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.

21. DISTRIBUTION OF SURPLUS PROPERTY ON DISSOLUTION

- 21.1 If, on the winding up of the Club, any property of the Club remains after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that winding up, that property shall be distributed to;
- Another Incorporated association having objects similar to those of the Club; or
 - For charitable purposes, which Incorporated Club or purposes, as the case requires, shall be determined by resolution of the members.