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**FOOTBALL SOUTH COAST LIMITED**

**CONSTITUTION**

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## **1 Defined terms and interpretation**

### **1.1 Defined terms**

The Dictionary in Schedule 1:

- (a) defines some of the terms used in this constitution;
- (b) sets out the rules of interpretation which apply to this constitution; and
- (c) clarifies the effect of the Corporations Act on this constitution.

### **1.2 Interpretation**

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this constitution.

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## **2 Nature of Company and liability**

### **2.1 Nature of Company**

The Company is a public Company limited by guarantee.

### **2.2 Liability of each Member is limited**

The liability of each Member is limited. Each Member guarantees to contribute up to a maximum of ten dollars (\$10.00) to the assets of the Company if it is wound up while he or she is a Member, or within one year afterwards, and at the time of winding up the debts and liabilities of the Company exceed its assets. The liability of each Member is limited to making such contribution and no more.

### **2.3 Amended Constitution**

The amendments to the constitution adopted 24 March 2016, have been adopted by way of a special general meeting, in accordance with provisions therein. Thereby, this constitution replaces and supersedes all other versions of the Constitution as of the date of the Minutes of the Meeting annexed hereto and marked Schedule 2.

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## **3 Objects of the Company**

The objects of the Company are to:

- (a) to promote the interests of men's and women's football at junior and senior levels in southern NSW and to ensure optimal co-operation among all participants;
  - (b) to be the member of Football NSW (FNSW) with respect to the Illawarra region;
  - (c) to promote, provide for, regulate, officiate and manage football competitions and games in the Illawarra;
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- (d) to co-operate with the Football Federation of Australia (FFA) and FNSW in relation to the promotion and development of football, including any statutes and regulations governing the game of football;
- (e) to ensure that the provision and maintenance of grounds, playing fields, equipment and other facilities for football in the Illawarra are of an acceptable standard and striving for continuous improvement;
- (f) to encourage and promote the development and growth of underprivileged and underrepresented aspects of football;
- (g) to make and enforce rules and/or regulations and in accordance with the same provide a regulatory, disciplinary and governance regime for football in the Illawarra; and
- (h) to carry out such other functions and purposes which are necessary or incidental to the other objects of the Company.

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#### **4 Legal capacity and powers of the Company**

The Company has all of the powers of a natural person and of a body corporate, including those set out in the Corporations Act.

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#### **5 Membership**

##### **5.1 Classes of Membership**

- (a) Unless otherwise resolved by the Company in a general meeting, the Membership of the Company will consist of:
  - i. Ordinary Members; and
  - ii. "A" Class Members; and
  - iii. Life Members.
- (b) Subject to the Corporations Act and the terms of a particular class of Membership, the Company may vary or cancel rights attached to being a Member of that class, or convert a Member from one class to another, by special resolution of the Company and either:
  - (i) a special resolution passed at a meeting of the Members of that class; or
  - (ii) the written consent of Members who are entitled to at least 75% of the votes that may be cast in respect of Membership of that class.

##### **5.2 Members**

- (a) The Ordinary Members of the Company are the Members of the Company who:
  - (i) have paid any Fees prescribed by the Directors, from time to time, in accordance with section 9 of this Constitution; and

- (ii) have been admitted by the board to ordinary Membership of the Company after making an application for ordinary Membership and satisfying any eligibility criteria adopted by the board. This is defined to be the Appointed Independent Directors (as per rule 11.1 (a) (ii) and (iii)), Elected Directors from each Football Council and an additional Member nominated by the Men's Football Council, the Women's Football Council and the Junior Football Council as per 5.5 (e).
- (b) The "A" class Members of the Company will be comprised of:
- (i) the Clubs who:
    - i. have paid the any Fees prescribed by the Directors, from time to time, in accordance with section 9 of this Constitution;
    - ii. are compliant with any rules, regulations and by-laws prescribed from time to time by the Company; and
    - iii. have read and agreed to be bound by the any Competition rules and regulations, relevant to their Competition, as prescribed by the Company from time to time.
  - (ii) the Referees; and
  - (iii) any such natural persons as from time to time are invited by the board to become "A" Class Members.
- (c) Any "A" class Member who is authorised and appointed as the same will be deemed to have satisfied 5.2(b).
- (d) The Life Members of the Company will be those people who from time to time have satisfied the criteria set out in the by-laws for admission to Life Membership, and have been so admitted by the directors.

### **5.3 Members' rights**

- (a) Subject to 5.1(b), an Ordinary Member has the right to:
- (i) receive notices of and to attend and be heard at any general meeting of the Company;
  - (ii) vote at any general meeting of the Company; and
  - (iii) obtain a copy of this constitution pursuant to section 139 of the Corporations Act.
- (b) An "A" Class Member has the right to:
- (i) receive notices to and attend any general meeting of the Company (but does not have the right to vote or speak at any general meeting) and



- (ii) vote on the Membership of the Football Council to which that Member belongs in accordance with the by-laws, and on any other matter which the by-laws from time to time specify.
- (c) A Life Member has the right to receive notices to and attend any general meeting of the Company, but does not have the right to vote or speak at any general meeting, and will also be afforded the benefits set out in the by-laws.

#### 5.4 Member's Obligations

- (a) A Member must perform the following:
  - (i) comply with all of the provisions of this constitution, whether specified in this section or another;
  - (ii) comply with all of the by-laws, rules and regulations as required by the Company;
  - (iii) provide accurate contact information for the services of Notices by the FSC Board;
  - (iv) pay any fees prescribed by the Board, from time to time, in accordance with section 9 of the Constitution; and
  - (v) abide by and follow the dispute resolution process as set out in Clause 20 of this Constitution and the Disciplinary Regulations set down from time to time by the Company.
- (b) If a Member is in breach of any of their obligations under this constitution, whether as stated in this section or another, they are in breach of the Member's obligations.
- (c) If a Member is in breach of the Member's obligations the FSC Board must serve a Notice to said Member in writing to correct the breach within 14 days of the written notice.
- (d) If a Member fails to remedy the breach within 14 days of being served the written notice then the directors may expel the Member in accordance with section 7.2 of the constitution.

#### 5.5 Football Councils

- (a) The Directors must maintain the following Football Councils:
  - i. Women's Football Council;
  - ii. Men's Football Council;
  - iii. Junior Football Council;
  - iv. Representative and Development Football Council; and
  - v. Referees Football Council.(Collectively referred to as the "**Football Councils**")
- (b) The Football Councils will comprise persons elected or appointed under the processes set out in the Company's by-laws.
- (c) The directors must adopt criteria which provides for the Membership (including number of Members), functions and operations of each Football Council and the election of, vacation of office of, and removal of, Football Councillors. These

criteria will be incorporated into the by-laws of the Company, and may be amended from time to time in the discretion of the directors.

- (d) The Head of Council as nominated pursuant to the Company by-laws, must at all times be represented on the board of the Company as the Elected Director and Member
- (e) **With the exception of the Referees' Football Council and Representative and Development Football Council**, each Football Council must at all times be represented at all Annual General Meetings, Special General Meetings or other Company Member Meetings by two ordinary Members, one of whom must be their Elected Director.
- (f) If the directors reject an application for Membership under rule 6, the Football Council which nominated that Member must nominate another eligible person for consideration by the directors.
- (g) For the avoidance of doubt, if any Member is expelled or otherwise ceases to be a Member, the relevant Football Council must promptly put forward another candidate for Membership so as to satisfy the intent of rule 5.5(e).

#### **5.6 Membership not transferable**

No Membership interest, benefit or right of any Member is capable of being sold or transferred in any manner whatsoever and a Membership interest shall automatically lapse if there is any such purported sale or transfer or agreement to effect the same.

#### **5.7 Certificates**

- (a) The Company may issue to each Member, free of charge, one certificate evidencing that person as a Member.
- (b) The Company may issue a replacement certificate to a Member if the Company receives and cancels the existing certificate for that person's Membership or the Company is satisfied that the existing certificate is lost or destroyed, and the Member pays any fee as the directors resolve.

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## **6 Admission to Membership**

### **6.1 Consideration of application by the board**

If a person makes an application for ordinary Membership that complies with rule 5.5, the board must consider that application for Membership as soon as practicable after its receipt and determine, in its discretion, the acceptance or rejection of that application for Membership.

### **6.2 Acceptance or rejection of Membership application**

- (a) If an application for Membership is accepted:
  - (i) the secretary must notify the applicant of admission; and

- (ii) the name and details of the applicant must be entered in the register as Membership details of the applicant in accordance with the Corporations Act.
- (b) If an application for Membership is rejected the secretary must notify the applicant that the application has been rejected.
- (c) The directors do not have to give reasons for rejecting or accepting an application for Membership.

### **6.3. Appointed Independent Directors**

Each Appointed Independent Director must apply for Membership at the time of his or her appointment as a director, and such Membership application will be accepted by the directors.

### **6.4 “A” Class Members**

- (a) Any Club who applies for entry into a Competition will automatically be deemed to have also applied for “A” Class Membership of the Company.
- (b) If a Club is accepted into a Competition in any given year, then at the time of acceptance and subject to section 5.2 of the constitution they will be deemed to have been granted “A” Class Membership of the Company.
- (c) If a Club is not accepted into a Competition then their application for “A” Class Membership will be deemed to be rejected.
- (d) If a Club is removed from, or withdraws from, a Competition they will immediately have their “A” Class Membership of the Company revoked.
- (e) Any person who is appointed as a Referee under the by-laws will automatically be deemed to be an “A” Class Member of the Company until such time as they are no longer a Referee, or are otherwise removed from “A” Class Membership under this Constitution.

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## **7. Removal and cessation of Membership**

### **7.1 Resignation**

- (a) A Member may resign from Membership of the Company by leaving written notice to that effect at the registered office addressed to the secretary.
- (b) Unless the notice provides otherwise, the resignation of a Member is deemed to take effect from the date such notice is left at the registered office.

### **7.2 Expulsion of a Member**

- (a) Subject to rule 7.2(c) the directors may resolve to expel a Member if:
  - (i) an Expulsion Event occurs in respect of the Member; and
  - (ii) the Company gives that Member at least 10 Business Days notice in writing stating the Expulsion Event and that the Member is liable

to be expelled, and informing the Member of its right under rule 7.2(c).

- (b) The directors may resolve to expel a Member if the Member does not pay a fee payable by the Member pursuant to this constitution within 20 Business Days after the due date for its payment.
- (c) The directors may resolve to expel a Member if a Member does not comply with the Member's obligations in accordance with section 5.4(d).
- (d) Before the passing of any resolution under rule 7.2(a), a Member is entitled to give the directors, either orally or in writing, any explanation or defence of the Expulsion Event the Member may think fit.
- (e) Where a resolution is passed under rule 7.2(a) or 7.2(b), the Company must give that Member notice in writing of the expulsion within 10 Business Days of the resolution.
- (f) The directors may reinstate an expelled Member on any terms and at any time as the directors resolve, including a requirement that all amounts due but unpaid by the expelled Member are paid.

### **7.3 Cessation Events**

A person will cease to be a Member of the Company if a Cessation Event occurs in respect of that Member. The estate of a deceased Member is not released from any liability in respect of that person being a Member of the Company.

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## **8 No profits for Members**

### **8.1 Transfer of income or property**

Subject to the operation of rule 8.2, the assets and income of the Company shall be applied solely in furtherance of the objects of the Company and no portion of the income or assets of the Company may be paid or transferred, directly or indirectly to any Member, except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

### **8.2 Payments, services and information**

Nothing in rule 8.1 prevents the payment in good faith, of::

- (a) remuneration to any officers or employees of the Company for services actually rendered to the Company;
  - (b) an amount to any Member in return for any services actually rendered to the Company (whether by the Member or any corporation or partnership in the ordinary and usual course of business);
  - (c) reasonable and proper interest on money borrowed from any Member; or
  - (d) reasonable and proper rent for premises let by any Member to the Company.
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## 9 Fees

- (a) The directors may require the payment of fees or levies by Members in the amounts and at the times as the directors resolve. The directors may make fees payable for one or more Members for different amounts and at different times, and subject to the terms of Membership payable by instalments. The directors may revoke or postpone payment of fees or extend the time for payment of fees.
- (b) The Company must give Members at least 10 Business Days notice of fees payable by Members. A notice of fees must be in writing and specify the amount of the fee, and the time and place of payment of the fee. A fee is not invalid if a Member does not receive notice of the fee.
- (c) A Member must pay to the Company the amount of each fee levied on the Member at the times and places specified in the notice of the fee. If a fee is payable in one or more fixed amounts on one or more fixed dates, the Member must pay to the Company those amounts on those dates.
- (d) A Member must pay to the Company interest at the rate of 10% per annum calculated on a daily basis on any amount referred to in rule 9(c) which is not paid on or before the time appointed for its payment, from the time appointed for payment to the time of the actual payment, and expenses incurred by the Company because of the failure to pay or late payment of that amount. The directors may waive payment of all or any part of an amount payable under this rule 9(d).
- (e) The Company may recover an amount due and payable under rules 9(c) and 9(d) from a Member by commencing legal action against the Member for all or part of the amount due.
- (f) The debt due in respect of an amount payable under rules 9(c) and 9(d) is sufficiently proved by evidence that the name of the Member sued is entered in the register and there is a record in the minute books of the Company of the resolution requiring payment of the fee or the fixed amount referred to in rule 9(c).
- (g) The Company may accept from any Member all or any part of the fees payable before that amount is due and payable. The Company may pay interest at any rate the directors resolve on the amount paid before it is due and payable (from the date of payment until and including the date the amount becomes actually payable) and the Company may repay the amount so paid to that Member.
- (h) The Company may accept from any member all or any part of the fees payable before that amount is due and payable. The Company may pay interest at any rate the directors resolve on the amount paid before it is due and payable (from the date of payment until and including the date the amount becomes actually payable) and the Company may repay the amount so paid to that member.

## **10 General meetings**

### **10.1 Convening of general meetings**

- (a) A general meeting may be convened by:
  - (i) the directors by resolution of the board; or
  - (ii) ordinary Members or the court in accordance with sections 249E, 249F and 249G of the Corporations Act.
- (b) A general meeting must be convened by the directors in accordance with section 249D of the Corporations Act.
- (c) The must hold an annual general meeting if required by, and in accordance with, the Corporations Act.
- (d) Subject to rule 10.1(f), the directors may postpone, cancel or change the venue for a general meeting by giving notice not later than five Business Days before the time at which the general meeting was to be held to each person who is at the date of the notice:
  - (i) a Member;
  - (ii) a director; or
  - (iii) an auditor of the Company.
- (e) A notice postponing or changing the venue for a general meeting must specify the date, time and place of the general meeting.
- (f) A general meeting convened under section 249D of the Corporations Act may not be postponed beyond the date by which section 249D requires it to be held and may not be cancelled without the consent of the Member or Members who requested it.
- (g) A meeting of Members may be held in 2 or more places linked together by any technology that gives the Members as a whole in those places a reasonable opportunity to participate in proceedings, enables the chair to be aware of proceedings in each place, and enables the Members in each place to vote on a show of hands and on a poll.

### **10.2 Notice of general meetings**

- (a) Subject to this constitution, notice of a general meeting must be given within the time limits prescribed by the Corporations Act to each person who is at the date of the notice:
  - (i) a Member;
  - (ii) a director; or
  - (iii) an auditor of the Company

- (b) A notice of a general meeting must specify the date, time and place of the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this) and, except as provided in rule 10.2(c), state the general nature of the business to be transacted at the meeting and any other matters required under the Corporations Act.
- (c) It is not necessary for a notice of an annual general meeting to state that the business to be transacted at the meeting includes the consideration of the annual financial report and the reports of the directors and auditor, the election of directors or the appointment or fixing of the remuneration of the auditor of the Company.
- (d) A person may waive notice of any general meeting by notice in writing to the Company.
- (e) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this rule 10.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:
  - (i) the non-receipt or failure occurred by accident or error; or
  - (ii) before or after the meeting, the person:
    - 1. has waived or waives notice of that meeting under rule 10.2(d); or
    - 2. has notified or notifies the Company of the person's agreement to that act, matter, thing or resolution by notice in writing to the Company.
- (f) A person's attendance at a general meeting:
  - (i) waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
  - (ii) waives any objection that person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in rule 10.2(c), unless the person objects to considering the matter when it is presented.

### **10.3 Admission to general meetings**

- (a) The chair of a general meeting may refuse admission to a person, or require that person to leave and remain out of the meeting, if that person:
  - (i) has a camera, tape recorder or video camera, or another audio or visual recording device;
  - (ii) has a placard or banner;
  - (iii) has an article which the chair considers to be dangerous, offensive or liable to cause disruption;
  - (iv) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;

- (v) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (vi) is not:
  - (A) a Member or a proxy, attorney or Representative of a Member;
  - (B) a director; or
  - (C) an auditor of the Company.
- (b) A person who is entitled to receive notice of a meeting or who is requested by the directors or the chair to attend a general meeting is entitled to be present, whether the person is a Member or not.

#### **10.4 Quorum at general meetings**

- (a) No business may be transacted at an annual or special general meeting or any other Members meeting called by the Board, except the election of a chair and the adjournment of the meeting, unless a quorum of ordinary Members is present when the meeting proceeds to business and remains present throughout the meeting.
- (b) A quorum consists of:
  - (i) if the number of Members entitled to vote is two or more – two of those Members; or
  - (ii) if only one Member is entitled to vote – that Member, present at the meeting.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
  - (i) where the meeting was convened by, or at the request of, a Member or Members, the meeting must be dissolved; or
  - (ii) in any other case:
    - (A) the meeting stands adjourned to the day, time and place, as the directors determine or, if no determination is made by the directors, to the same day in the next week at the same time and place; and
    - (B) if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

#### **10.5 Chair of general meetings**

- (a) The chair of directors must preside as chair at each general meeting if present within 15 minutes after the time appointed for the meeting and willing to act.



- (b) The directors present at a general meeting may elect a person present to chair the meeting if:
  - (i) there is no chair of directors
  - (ii) the chair of directors is not present within 15 minutes after the time appointed for the meeting; or
  - (iii) the chair of directors is present within that time but is not willing to act as chair of the meeting.
- (c) Subject to rules 10.5(a) and (b), if at general meeting:
  - (i) a chair has not been elected by the directors; or
  - (ii) an elected chair is not available or is not willing to act as a chair of the meeting (or part of the meeting), the Members present must elect as chair of the meeting another person who is present and willing to act.

#### **10.6 Conduct of general meetings**

- (a) The chair of a general meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting and may require the adoption of any procedures which are in his or her opinion necessary or desirable for:
  - (i) proper and orderly debate or discussion, including limiting the time that a person present may speak on a motion or other item of business before the meeting; and
  - (ii) the proper and orderly casting or recording of votes at the general meeting, whether on a show of hands or on a poll, including the appointment of scrutineers.
- (b) Subject to sections 250S and 250T of the Corporations Act, the chair of a general meeting may at any time he or she considers it necessary or desirable for the proper and orderly conduct of the meeting:
  - (i) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present; or
  - (ii) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue.
- (c) Subject to section 250S and 250T of the Corporations Act, the chair of a general meeting may:
  - (i) refuse to allow debate or discussion on any business, question, motion or resolution which is not within the business referred to in the notice of meeting or rule 10.2(c); and

- (ii) refuse to allow any amendment to be moved to a resolution of which notice has been given under rule 10.2(a).
- (d) A decision by a chair under rules 10.6(a), (b) or (c) is final.
- (e) The chair of a general meeting may at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.
- (f) If the chair exercises his or her right under rule 10.6(e), it is in the chair's sole discretion whether to seek the approval of the Members present to the adjournment.
- (g) If the chair does seek the Members' approval, the chair must adjourn the meeting if the Members present with a majority of votes agree or direct that the chair must do so.
- (h) The chair's rights under rule 10.6(e) are exclusive and, unless otherwise required by the chair, no vote may be taken or demanded by the Members present in respect of any adjournment.
- (i) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (j) Notice of an adjournment and the business to be transacted at an adjourned meeting must be given to all persons who were entitled to receive notice of the meeting the subject of the adjournment.
- (k) Subject to rule 10.1(f), where a meeting is adjourned, the directors may postpone, cancel or change the venue of the adjourned meeting.

#### **10.7 Decision at general meetings**

- (a) Except in the case of any resolution which as a matter of law requires a special resolution, questions arising at a general meeting are to be decided by a majority of votes cast by the Members present at the meeting and that decision is for all purposes a decision of the Members.
- (b) Subject to the Corporations Act, in the case of an equality of votes upon any proposed resolution at a meeting of Members, unless the Members present resolve that the chair ought to have a second or casting vote in addition to any vote the chair may have in his or her capacity as a Member:
  - (i) the chair of the meeting does not have a second or casting vote; and
  - (ii) the proposed resolution is taken as having been lost.
- (c) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded before a vote being decided by show of hands is taken or before or immediately after the declaration of the result of the show of hands:
  - (i) by the chair of the meeting;

- (ii) by at least five Members present and entitled to vote on the relevant resolution; or
  - (iii) by a Member or Members present at the meeting and representing at least 5% of the votes that may be cast on the resolution on a poll.
- (d) A demand for a poll does not prevent the continuance of a general meeting for the transaction of any business other than the question on which the poll has been demanded.
  - (e) Unless a poll is duly demanded, a declaration by the chair of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  - (f) If a poll is duly demanded at a general meeting, it will be taken when and in the manner the chair of the meeting directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.
  - (g) A poll cannot be demanded at a general meeting on the election of a chair of the meeting.
  - (h) The demand for a poll may be withdrawn.

#### **10.8 Voting rights**

- (a) Members have the following voting rights:
  - (i) on a show of hands, every person present who is a Member has one vote; and
  - (ii) on a poll, every Member present in person or by proxy or attorney has one vote.
- (b) A Member present at a general meeting is not entitled to vote on any resolution if any fees or any other amount due and payable by that Member to the Company under this constitution have not been paid, or where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction. The Company must disregard any vote on a resolution purported to be cast by a Member present at a general meeting where that person is not entitled to vote on that resolution.
- (c) Where a person present at a general meeting represents personally or by proxy, attorney or Representative more than one Member, the following rules apply to a vote taken on a show of hands:
  - (i) the person is entitled to one vote only despite the number of Members the person represents; and

- (ii) the person's vote will be taken as having been cast for all the Members the person represents.
- (d) An infant Member is not entitled to vote at a general meeting. The parent or guardian of an infant Member may vote at a general meeting on evidence being produced of the relationship or of the appointment of the guardian as the directors may require.
- (e) An objection to the qualification of a person to vote at a general meeting:
  - (i) must be raised before or immediately after the result of the motion on which the vote objected to is given or tendered; and
  - (ii) must be referred to the chair of the meeting, whose decision is final.
- (f) A vote not disallowed by the chair of a meeting under rule 10.8(e) is valid for all purposes.

#### **10.9 Representation at general meetings**

- (a) Subject to this constitution, each Member entitled to vote at a meeting of Members may vote:
  - (i) in person or, where a Member is a body corporate, by its Representative;
  - (ii) by proxy or, if the Member is entitled to cast two or more votes at the meeting, by not more than two proxies; or
  - (iii) by attorneys.
- (b) A proxy, attorney or Representative may be a Member of the Company but does not have to be a Member.
- (c) A proxy, attorney or Representative may be appointed for all general meetings, or for any number of general meetings, or for a particular general meeting.
- (d) Unless otherwise provided in the Corporations Act or in the appointment, an appointment of a proxy, attorney or Representative is taken to confer authority:
  - (i) to agree to a meeting being convened by shorter notice than is required by the Corporations Act or by this constitution;
  - (ii) to speak to any proposed resolution on which the proxy, attorney or Representative may vote;
  - (iii) to demand or join in demanding a poll on any resolution on which the proxy, attorney or Representative may vote;
  - (iv) even though the appointment may refer to specific resolutions and may direct the proxy, attorney or Representative how to vote on those resolutions:

- (A) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (B) to vote on any procedural motion, including any motion to elect the chair, to vacate the chair or to adjourn the meeting; and
  - (C) to act generally at the meeting; and
  - (D) even though the appointment may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the rescheduled or adjourned meeting or at the new venue.
- (e) The chair of a meeting may require any person purporting to act as a proxy, attorney or Representative to establish to the satisfaction of the chair that the person has been validly appointed as a proxy, attorney or Representative and is the person named in the relevant instrument of appointment, failing which the person may be excluded from attending or voting at the meeting.
- (f) Where a Member appoints two proxies to vote at the same general meeting and the authority of one is not conditional on the other failing to attend or vote, the following rules apply:
- (i) where the appointment does not specify the proportion or number of the Member's votes which each proxy may exercise, each proxy may exercise half of the Member's votes;
  - (ii) on a show of hands, neither proxy may vote; and
  - (iii) on a poll, each proxy or attorney may only exercise the voting rights the proxy represents.
- (g) An instrument appointing an attorney or Representative must be in a form the directors accept. An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains the name and address of that Member, the name of the Company, the name of the proxy or the name of the office of the proxy, and the meetings of Members at which the proxy may be used. The chair of the meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of this information.
- (h) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is the person specified by the Company in the form of proxy in the case the Member does not choose, or if no person is so specified, the chair of that meeting.
- (i) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (j) A proxy or attorney may not vote at a general meeting or adjourned meeting unless the instrument appointing the proxy or attorney, and the

original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received:

- (i) at the registered office of the Company, at the facsimile number at its registered office or at another place, facsimile number or electronic address specified for that purpose in the notice convening the meeting; and
  - (ii) at least 48 hours before the time scheduled for the commencement of the meeting, as specified in the notice of meeting.
- (k) Unless the Company has received written notice of the matter by the time and at the place or in the manner set out in rules 10.9(j)(i) and 10.9(j)(ii), a vote cast by a proxy or attorney is valid even if, before the proxy or attorney votes:
- (i) A Cessation Event occurs in relation to the appointer; or
  - (ii) the Member revokes the proxy's or attorney's appointment; or
  - (iii) the Member revokes the authority under which a third party appointed the proxy or attorney.
- (l) The authority of a proxy or attorney to speak and vote for a Member at a general meeting is suspended while the Member is present at the meeting.

#### **10.10 Resolutions without meetings**

- (a) Subject to rule 10.10(c), the Company may pass a resolution without a general meeting being held, if all of the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) For the purposes of rule 10.10(a):
  - (i) the document may be sent to Members in any manner described in rule 17;
  - (ii) the resolution is passed when the last Member signs;
  - (iii) separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy;
  - (iv) a signature of a Member transmitted to the Company by facsimile is sufficient evidence of signature so long as the original is produced within 30 days of signing;
  - (v) where a share is held jointly, each joint Member must sign.
- (c) Rule 10.10(a) does not apply to a resolution to remove an auditor.
- (d) Where a document is signed in accordance with rule 10.10(a) the document is to be taken as a minute of the passing of the resolution.

### **10.11 Resolutions of single Member Company**

If the Company has only one Member, the Company may pass a resolution by the Member recording it and signing the record. That record is to be taken as a minute of the passing of that resolution.

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## **11 Directors and board meetings**

### **11.1 Appointment and removal of directors**

- (a) The number of directors will be a minimum of ten, comprising:
  - i. Five Elected Directors from the Football Councils as per clause 5.5 (d);
  - ii. Four Appointed Independent Directors (excluding the chair of directors) to be appointed in accordance with rule 11.1(i); and
  - iii. A chair of directors to be appointed as an Appointed Independent Director by the Board under rule 11.10.
- (b) No Appointed Independent Director is to hold an Executive Position of a club with Class A Membership.
- (c) All directors will hold office for two years and will be eligible for re-election or re-appointment as appropriate. A director may serve a maximum of 3 consecutive terms unless 75% of the Board agrees to extend that director's tenure for a further term or terms of office.
- (d) If a director's two year period of office expires prior to the Company's Annual General Meeting, then unless the Board decides otherwise they shall be permitted to continue as a director until the AGM and the effective date of their re-election or reappointment will be the date of the AGM.
- (e) In the case of the Appointed Independent Directors, they may only be reappointed if the Board has voted in favour of the reappointed director. In the case of the Elected Directors, they may only be reappointed if the relevant Football Council has confirmed in writing that it has voted to nominate the Elected Director offering him or herself for reappointment and they are Head of Council.
- (f) With the exception of the Referees' Football Council and Representative and Development Football Council and for any year where a term of office of one of their respective Elected Directors is due to expire, each of the Football Councils must nominate one appropriately qualified person for appointment as an Elected Director. That person must be the Head of Council of the respective Football Council. The other criteria for appropriately qualified persons will be determined by the directors and set out in the by-laws. The nomination must be received by FSC in writing at least one month prior to the Company's AGM, and, if approved by the Board, the appointment will become effective on the date of that Board approval.

- (g) At the end of the term of any Elected Director, or upon their vacation of office for any reason, the resulting vacancy must be filled by an Elected Director from the same Football Council as the departing director. If an Elected Director vacates his or her office by operation of law or otherwise, the relevant Council must promptly nominate a new Elected Director in writing. The Board must promptly consider the nomination and advise the Council in writing accordingly. If the nomination is approved by the Board then the new Elected Director will take office on the date specified by the Board. The new Elected Director must also be the Head of Council. In order to give effect to this part, if an Elected Director vacates his or her office then the Football Council must elect a new Head of Council before nominating that person to be the Elected Director.
- (h) If an Appointed Independent Director resigns, completes their three terms and does not seek an extension of tenure, or is otherwise removed from the Board, the Board must facilitate a recruitment process to find a replacement for that Appointed Independent Director.
- (i) The process for appointment of an Appointed Independent Director is as follows:
  - i. The board will determine (subject to the numerical limits in clause 11.1(a) ii) whether a vacancy exists for an Appointed Independent Director.
  - ii. If the board determines that a vacancy exists, the board will advertise for candidates to fill that vacancy, having regard to the composition of the board and the skill sets required at that time
  - iii. After advertising the role, the board will conduct interviews with appropriately qualified candidates. Interviews will be conducted by at least two directors, at least one of whom must be an Elected Director.
  - iv. Selection of the Appointed Independent Directors will be at the discretion of the Board. The criteria for appropriately qualified persons will be determined by the directors and set out in the by-laws.
- (j) The chair of directors may from time to time appoint a representative to act as FFA and A-League liaison for the Company, who may from time to time attend relevant portions of board meetings of the Company. Any such representative will not be a director of the Company, will not be entitled to vote at board meetings, and their attendance at any meeting or part thereof will be in the absolute discretion of the chair of directors.
- (k) If an Appointed Independent Director is removed in accordance with the Corporations Act, the Board may replace that person with another Appointed Independent Director by following the process outlined in rule 11.1(i).
- (l) In the event that any Elected Director vacates his or her office by operation of law or otherwise, the Elected Director must also stand down



as head of the Football Council they represent. That Football Council must nominate a replacement who will be assessed and appointed in accordance with this clause 11. If the Football Council fails to nominate a new Elected Director in a reasonable timeframe then the chair of directors will act as proxy for the respective Football Council until such time as an Elected Director is nominated and approved to resume the duties of the outgoing Elected Director.

- (m) The directors may at any time appoint persons to act as Specialist Advisors to assist with particular projects and initiatives, and remove those persons as and when desired. Specialist Advisors will be permitted to attend directors' meetings or part thereof at the invitation of the chair of directors, but will have no voting rights even if that Specialist Advisor is a Member, and will not count toward the required number of Elected Directors or Appointed Independent Directors or a quorum.
- (n) Any director who is elected or appointed during any year must have their appointment ratified at the AGM in accordance with the Corporations Act.

#### **11.2 Vacation of office**

- (a) In addition to the circumstances prescribed by the Corporations Act, unless the board otherwise resolve to confirm the director's appointment, the office of a director becomes vacant if the director:
  - (i) becomes of unsound mind;
  - (ii) becomes bankrupt;
  - (iii) is convicted of an indictable offence; or
  - (iv) fails to attend more than three consecutive meetings of the directors without leave of absence from the directors.
- (b) Nothing in rule 11.2(a) prevents a director from vacating his or her office if the director resigns by notice in writing to the Company.

#### **11.3 Director must be a Member**

A director is required to be a Member in the Company to qualify for appointment.

#### **11.4 Interested directors**

- (a) A director may hold any other office or place of profit, other than auditor, in the Company or a related body corporate in conjunction with his or her directorship. A director may be appointed to that office or place of profit on the terms as to remuneration, tenure of office and otherwise as the directors think fit.
- (b) A director of the Company may be a director or other officer of;
  - (i) a related body corporate;
  - (ii) a body corporate promoted by the Company; or

- (iii) a body corporate in which the Company is interested, as shareholder or otherwise,

or be otherwise interested in any of those bodies corporate. A director is not accountable to the Company for any remuneration or other benefits received by the director as a director or officer of that body corporate or from having an interest in that body corporate.

- (c) The directors may exercise the voting rights conferred by shares in any body corporate held or owned by the Company as the directors think fit. This includes voting in favour of any resolution appointing a director as a director or other officer of that body corporate, or voting for the payment of remuneration to the directors or other officers of that body corporate. A director may, if permitted by law, vote in favour of the exercise of those voting rights even if he or she is, or may be about to be appointed, a director or other officer of that other body corporate.
- (d) A director is not disqualified merely because of being a director from contracting with the Company in any respect including, without limitation:
  - (i) selling any property to, or purchasing any property from, the Company;
  - (ii) lending any money to, or borrowing any money from, the Company with or without interest and with or without security;
  - (iii) guaranteeing the repayment of any money borrowed by the Company for a commission or profit;
  - (iv) underwriting or guaranteeing the subscription for securities in the Company or in a related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a shareholder or otherwise, for a commission or profit; or
  - (v) being employed by the Company or acting in any professional capacity, other than auditor, on behalf of the Company.
- (e) No contract made by a director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any director may be in any way interested is avoided or rendered voidable merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.
- (f) No director contracting with the Company or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under a contract or arrangement of that kind merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.
- (g) Where a director has a material personal interest in a matter to be considered at a meeting, that director must not be present while the matter is being considered at the meeting or vote on the matter, unless the directors who do not have a material person interest pass a resolution in accordance with section 195(2) of the Corporations Act, or another

exception applies under the Corporations Act, which permits that director to do so.

- (h) Subject to rules 11.4(i) and (j), a director who is in any way interested in a contract or arrangement or proposed contract or arrangement (other than by having a material personal interest) may, despite that interest:
  - (i) be counted in determining whether or not a quorum is present at any meeting or directors considering that contract or arrangement of proposed contract or arrangement;
  - (ii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
  - (iii) vote in respect of the contract or arrangement or proposed contract or arrangement or any matter arising out of those things.
- (i) Rule 11.4(h) does not apply if, and to the extent that, it would be contrary to Chapter 2D.1, Division 2 of the Corporations Act or any other provision of the Corporations Act.
- (j) The directors may make regulations requiring the disclosure of interests that a director, and any person deemed by the directors to be related to or associated with the director, may have in any matter concerning the Company or a related body corporate. Any regulation made under this rule bind all directors and apply in addition to any obligations imposed on the directors by the Corporations Act to disclose interests to the Company.

## **11.5 Powers and duties of directors**

- (a) The directors are responsible for managing the business of the Company and may exercise to the exclusion of the Company in general meeting all the powers of the Company that are not required by the Corporations Act or this constitution to be exercised by the Company in general meeting.
- (b) Without limiting the generality of rule 11.5(a), the directors may exercise all the powers of the Company to borrow or otherwise raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) The directors may determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments or other documents must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of the Company.
- (d) The directors may pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.
- (e) The directors may:

- (i) appoint or employ any person to be an officer, agent or attorney of the Company for the purposes, for the period and on the conditions as they think fit;
  - (ii) resolve to delegate any of their powers to an officer, agent or attorney and the officer, agent or attorney must exercise the powers delegated in accordance with any directions of the directors;
  - (iii) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and duties bested in the officer, agent or attorney; and
  - (iv) subject to any contract between the Company and the relevant officer, agent or attorney, remove or dismiss any officer (excluding a director of the Company), agent or attorney of the Company at any time, with or without cause.
- (f) A power of attorney may contain such provisions for the protection and convenience of the attorney or persons dealing with the attorney as the directors think fit.

#### **11.6 Proceedings of directors**

- (a) The directors may hold meetings for the conduct of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) Subject to the Corporations Act, the contemporaneous linking together by a form of technology of a number of the director sufficient to constitute a quorum, constitutes a meeting of the directors and all the provisions in this constitution relating to meetings of the directors apply, so far as they can and with such changes as are necessary, to meetings of the directors held using a form of technology.

#### **11.7 Convening of meetings of directors**

- (a) A director may, whenever the director thinks fit, convene a meeting of the directors.
- (b) A secretary must, on the requisition of a director, convene a meeting of the directors.

#### **11.8 Notice of meetings of directors**

- (a) Subject to this constitution, notice of a meeting of directors must be given to each person who is at the time of giving the notice:
  - (i) a director, other than a director on leave of absence approved by the directors; or
  - (ii) an alternate director appointed under rule 11.13 by a director on leave of absence approved by the directors.
- (b) A notice of a meeting of directors:

- (i) must specify the time and place of, or form of technology for, the meeting;
  - (ii) must state the nature of the business to be transacted at the meeting;
  - (iii) may be given in person, by post or, subject to the Corporations Act, by a form of technology; and
  - (iv) is taken to have been given to an alternate director if it is given to the director who appointed that alternate director.
- (c) A director or alternate director may waive notice of a meeting of directors by notifying the Company to that effect in person, by post or by a form of technology.
- (d) The non-receipt of notice of a meeting of directors by, or a failure to give notice of a meeting of directors to, a director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
- (i) the non-receipt or failure occurred by accident or error;
  - (ii) before or after the meeting, the director or an alternate director appointed by the director:
    - (A) has waived or waives notice of that meeting under rule 11.8(c); or
    - (B) has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally, by post or by a form of technology; or
  - (iii) the director or an alternate director appointed by the director attended the meeting.
- (e) Attendance by a person at a meeting of directors waives any objection that person may have to a failure to give notice of the meeting and:
- (i) If the person is a director, an alternate appointed by that person is also deemed to have waived any such objection; or
  - (ii) If the person is an alternate director, the director who appointed that person as alternate director is also deemed to have waived any such objection.

#### **11.9 Quorum at meetings of directors**

- (a) No business may be transacted at a meeting of directors unless there is a quorum of directors at the time the business is dealt with.
- (b) A quorum consists of:
  - (i) if the directors have fixed a number for the quorum, that number of directors: and

- (ii) in any other case, four directors and the chair of directors.
- (c) If there is a vacancy in the office of a director, the remaining director or directors may act but, if the number of remaining directors is not sufficient to constitute a quorum at a meeting of directors, the remaining director or directors may act only in an emergency or for the purpose of increasing the number of directors to a number sufficient to constitute a quorum or of convening a general meeting of the Company.

#### **11.10 Chair of directors**

- (a) The Board must from time to time appoint a person to be chair of directors who will hold office until such time as they resign or are removed by the Board. The Board may remove any such person at any time in its absolute discretion, and replace that person with another chair of directors after advertising the role and conducting interviews with appropriately qualified candidates.
- (b) For the avoidance of doubt, the chair of directors will be appointed in addition to the Appointed Independent Directors appointed pursuant to clause 11.1(a)(ii).
- (c) The directors may, elect one or two directors to the office of deputy chair of directors and may determine the period for which that person is to be deputy chair of directors.
- (d) The chair of directors must (if present within 10 minutes after the time appointed for the holding of the meeting and willing to act) preside as chair at each meeting of directors.
- (e) If at a meeting of directors;
  - (i) there is no chair of directors;
  - (ii) the chair of directors is not present within 10 minutes after the time appointed for the holding of the meeting; or
  - (iii) the chair of directors is present within that time but is not willing to act as chair of the meeting or of part of the meeting;

Then if the directors have elected a deputy chair of directors, the deputy chair of directors must, if present within 10 minutes after the time appointed for the holding of the meeting and willing to act, preside as chair at that meeting.

- (f) Subject to rules 11.10(d) and (e), if at a meeting of directors:
  - (i) there is no deputy chair of directors;
  - (ii) the deputy chair of directors is not present within 10 minutes after the time appointed for the holding of the meeting or of part of the meeting; or
  - (iii) the deputy chair of directors is present within that time but is not willing to act as chair of the meeting or part of the meeting;

the directors present must elect one of themselves to be chair of the meeting or part of the meeting.

#### **11.11 Decisions of directors**

- (a) A meeting of directors at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the directors under this constitution.
- (b) Subject to clause 11.11 (d), questions arising at a meeting of directors are to be decided by a majority of votes cast by the directors present and a decision of that kind is for all purposes a determination of the directors.
- (c) In the event of an equality of votes on any proposed resolution at a meeting of directors, the chair of directors will have the option to defer final determination of that resolution once and once only to the next meeting, in an attempt to break the deadlock. Alternatively, the chair of directors may choose to exercise an extra, final and binding casting vote.

#### **11.12 Written resolutions**

- (a) An act, matter or thing is taken to have been done or a resolution passed by a meeting of the directors, if a document containing a statement to that effect is assented to by all of the directors other than:
  - (i) a director on leave of absence approved by the directors;
  - (ii) a director who disqualifies himself or herself from considering the act, matter or thing in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
  - (iii) a director who the directors reasonable believe is not entitled to do the act, matter or thing or to vote on the resolution in question, and
  - (iv) the directors who assent to the document would have constituted a quorum, at a meeting held to consider that act, matter, thing or resolution.
- (b) The act, matter or thing is taken to have been done or the resolution passed when the document is last assented to by a director.
- (c) Two or more separate documents in identical terms each of which is assented to by one or more directors are to be taken as constituting one document.
- (d) A director may signify assent to a document by signing the document or by notifying the Company of the director's assent in person or by post, facsimile, electronic, telephone or other method of written, audio or audio visual communication.
- (e) Where a director signifies assent to a document otherwise than by signing the document, the director must by way of confirmation sign the document at the next meeting of the directors attended by that director, but failure to

do so does not invalidate the act, matter, thing or resolution to which the document relates.

- (f) Where a document is assented to in accordance with this rule 11.12, the document is to be taken as a minute of a meeting of directors.

### **11.13 Alternate directors**

- (a) A director may, with the approval of the directors, appoint a person to be the director's alternate director for a period that the director thinks fit.
- (b) An alternate director may be a Member or a director of the Company but need not be a Member or director.
- (c) An alternate director is entitled, if the appointer does not attend a meeting of directors, to attend and vote in place of and on behalf of the appointer.
- (d) In the absence of the appointer, an alternate director may exercise any powers that the appointer may exercise and the exercise of that power by the alternate director is to be taken to be the exercise of the power by the appointer.
- (e) The office of an alternate director is vacated if and when the appointer vacates office as a director.
- (f) The appointment of an alternate director may be terminated at any time by the appointer even though the period of the appointment of the alternate director has not expired.
- (g) An appointment, or the termination of an appointment, of an alternate director must be in writing signed by the director who makes or made the appointment and does not take effect unless and until the Company has received notice in writing of the appointment or termination.
- (h) An alternate director is not to be taken into account in determining the minimum or maximum number of directors allowed under this constitution.
- (i) In determining whether a quorum is present at a meeting of directors:
  - (i) where a director has appointed an alternate director, that alternate director is counted if the appointing director is not present;
  - (ii) where a person is present as director and an alternate director for another director, that person is counted separately provided that there is at least one other director or alternate director present.
- (j) An alternate director, while acting as a director, is responsible to the Company for his or her own acts and defaults and is not to be taken to be the agent of the director by whom he or she was appointed.
- (k) For the avoidance of doubt, a person may only act as an alternate director for one other director at any one time.

### **11.14 Committees of directors**



- (a) The directors may resolve to delegate any of their powers to a committee or committees consisting of such number of directors as they think fit. The directors may revoke or vary any power so delegated.
- (b) A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.
- (c) The provisions of this constitution applying to meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of directors.

#### **11.15 Delegation to individual directors**

- (a) The directors may resolve to delegate any of their powers to one director.
- (b) A director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.

#### **11.16 Validity of acts**

An act done by a person acting as a director or by a meeting of directors or a committee of directors attended by a person acting as a director is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a director;
- (b) the person being disqualified to be a director or having vacated office; or
- (c) the person not being entitled to vote,

if that circumstance was not known by the person or the directors or committee, as the case may be, when the act was done.

#### **11.17 Exercise powers**

The Directors will at all times exercise their powers in recognition of the differing levels of participation and resources available to each of the Football Councils, and will use all reasonable endeavours to ensure fair treatment is afforded to all Football Councils with respect to the outcomes and impact of the Company's actions but primarily to always ensure a strong focus that guarantees all decisions and actions are in the best interests of the Company in all manner.

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## **12 Executive officers**

### **12.1 Managing directors**

- (a) The directors may appoint an executive officer to manage the affairs of the Company, including a managing director. Any such executive officer must only exercise the powers conferred upon that person by rule 12.3(d).

- (b) A managing director's appointment as managing director automatically terminates if the managing director ceases to be a director.

## **12.2 Secretaries**

The directors must appoint at least one secretary and may appoint additional secretaries.

## **12.3 Provisions applicable to all executive officers**

- (a) A reference in this rule 12.3 to an executive officer is a reference to a managing director, executive director or secretary appointed under this rule 12.
- (b) The appointment of an executive officer may be for the period, at the remuneration and on the conditions the directors think fit.
- (c) Subject to any contract between the Company and the relevant executive officer, an executive officer of the Company may be removed or dismissed by the directors at any time, with or without cause. Such removal or dismissal does not remove that person from office as a director.
- (d) The directors may:
  - (i) confer on an executive officer the powers, discretions and duties as they think fit, and may resolve to delegate any powers, discretions and duties vested in or exercisable by the directors;
  - (ii) withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and
  - (iii) authorize the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.
- (e) An executive officer is not required to be a Member to qualify for appointment.
- (f) An act done by a person acting as an executive officer is not invalidated by reason only of:
  - (i) a defect in the person's appointment as an executive officer; or
  - (ii) the person being disqualified to be an executive officer,if that circumstance was not known by the person when the act was done.

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## **13 Seals**

### **13.1 Adoption of common Seal**

- (a) The directors may determine that the Company have a common seal or for the Company to no longer have a common seal.
- (b) Rules 13.2, 13.3, 13.4, 13.5, and 13.6 only apply if the Company has a common seal.

### **13.2 Safe custody of Seal**

The directors must provide for the safe custody of the Seal.

### **13.3 Use of Seal**

- (a) The Seal must be used only by the authority of the directors or a committee of the directors authorised by the directors to authorised the use of the Seal.
- (b) The authority to use the Seal may be given before or after the Seal is used.
- (c) Subject to rule 13.5, until the directors otherwise determine, the fixing of the Seal to a document must be witnessed by a director and by another, a secretary or another person appointed by the directors to witness that document or a class of documents in which that document is included.

### **13.4 Duplicate Seal**

- (a) The Company may have for use in place of its common seal one or more duplicate seals, each of which must be a facsimile of the common seal of the Company with the addition on its face of the words “duplicate seal” and the name of the place where it is to be used.
- (b) A document sealed with a duplicate seal is to be taken as having been sealed with the common seal of the Company.

### **13.5 Certificate Seal**

- (a) The Company may have for use on certificates for securities of the Company in place of its common seal one or more duplicate seals, each of which must be a facsimile of the common seal of the Company with the addition on its face of the words “certificate seal”.
- (b) A certificate for securities of the Company sealed with a certificate seal is to be taken as having been sealed with the common seal of the Company.

### **13.6 Sealing and signing of certificates**

The directors may determine either generally or in a particular case that the seal and the signature of any director, secretary or other person is to be printed on or affixed to any certificates for securities in the Company by some mechanical or other means.

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## **14 Winding up**

Upon the winding up or dissolution of the Company, any assets remaining after satisfaction of all of the Company’s debts and liabilities, will not be paid to or distributed among the Members, but will be transferred to some other organization determined by the board at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of New South Wales, Australia:

- (a) which has objectives similar to the objectives of the Company;

- (b) whose constituent documents prohibit the distribution of its income and property among its Members on terms substantially to the effect of rule 8; and
- (c) which, if the Company is a public benevolent institution for the purposes of any Commonwealth taxation law, is a public benevolent institution for the purposes of any Commonwealth taxation law.

## **15 Minutes and records**

### **15.1 Minutes**

The directors must cause minutes of:

- (a) all proceedings and resolutions of general meetings;
- (b) proceedings and resolutions of meetings of the directors and of committees of the directors; and
- (c) resolutions passed by directors without a meeting;

to be recorded and entered in books kept for that purpose, within one month after the meeting is held or the resolution is passed.

### **15.2 Signing of minutes**

- (a) Minutes of a meeting must be signed by the chair of the meeting or the chair of the next meeting within a reasonable time after the meeting.
- (b) Minutes of the passing of a resolution without a meeting must be signed by a director within a reasonable time after the resolution is passed.

### **15.3 Minutes as evidence**

A minute that is recorded and signed in accordance with rules 15.1 and 15.2 is evidence of the proceeding, a resolution to which it relates, unless the contrary is proved.

### **15.4 Inspection of records**

- (a) Subject to the Corporations Act, the directors may determine whether and to what extent, and at what time and places and under what conditions, the minute books, accounting records and other documents of the Company or any of them will be open to the inspection of Members other than directors.
- (b) A Member other than a director does not have the right to inspect any books, records or documents of the Company except as provided by law or authorised by the directors.
- (c) The Company must establish and administer all registers required to be kept by the Company in accordance with the Corporations Act and each Member must provide the Company with such information as is required for the Company to comply with this rule 15.4(c). If events occur which would cause the information contained a register maintained by the Company to

be inaccurate the Member must notify the Company in writing of the change within 21 days of the date of such change occurring.

- (d) Unless proved incorrect, the register is sufficient evidence of the matters shown in the register.
  - (e) The Company must keep the financial records required by the Corporations Act.
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## **16 Indemnity and insurance**

### **16.1 Persons to whom rules 16.2 and 16.4 apply**

Rules 16.2 and 16.4 apply:

- (a) to each person who is or has been a director, alternate director or executive officer (within the meaning of rule 12) of the Company;
- (b) to such other officers or former officers of the Company or of its related bodies corporate as the directors in each case determine; and
- (c) if the directors so determine, to any auditor or former auditor of the Company or of its related bodies corporate.

### **16.2 Indemnity**

The Company may indemnify, to the extent permitted by law, each person to whom this rule 16.2 applies for all losses or liabilities incurred by the person as an officer and, if the directors so determine, an auditor of the Company or of a related body corporate including, but not limited to, a liability for negligence or for legal costs on a full indemnity basis.

### **16.3 Extent of Indemnity**

The indemnity in rule 16.2:

- (a) is a continuing obligation and is enforceable by a person to whom rule 16.2 applies even though that person may have ceased to be an officer or auditor of the Company or of a related body corporate;
- (b) applies to losses and liabilities incurred both before and after the date of adoption of that rule; and
- (c) operates only to the extent that the loss or liability is not paid by insurance.

### **16.4 Insurance**

The Company may, to the extent permitted by law;

- (a) purchase and maintain insurance; or
  - (b) pay or agree to pay a premium for insurance,
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for any person to whom this rule 16.4 applies against any liability incurred by the person as an officer or auditor of the Company or of a related body corporate including, but not limited to, a liability for negligence or for legal costs.

## **16.5 Savings**

Nothing in rule 16.2 or 16.4:

- (a) affects any other right or remedy that a person to whom those rules apply may have in respect of any loss or liability referred to in those rules; or
- (b) limits the capacity of the Company to indemnify or provide insurance for any person to whom those rules do not apply.

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## **17 Notices**

### **17.1 Notices by the Company to Members**

- (a) A notice may be given by the Company to a Member;
  - (i) by serving it personally at, or by sending it by post in a prepaid envelope to, the Member's address, or by facsimile or electronic mail to a facsimile number or electronic address, as the Member has supplied to the Company for the giving of notices; or
  - (ii) if the Member does not have a registered address and has not supplied another address to the Company for the giving of notices, by exhibiting it at the registered office of the Company.
- (b) The fact that a person has supplied a facsimile number for the giving of notices does not require the Company to give any notice to that person by facsimile.
- (c) A signature to any notice given by the Company to a Member under this rule 17 may be in writing or a facsimile printed or fixed by some mechanical or other means.
- (d) A certificate signed by a director or secretary of the Company to the effect that a notice has been given in accordance with this constitution is conclusive evidence of that fact.

### **17.2 Notices by the Company to directors**

Subject to this constitution, a notice may be given by the Company to any auditor, director or alternate director either by serving it personally at, or by sending it by post in a prepaid envelope to, the auditor's, director's or alternate director's usual residential address or business address, or such other address, or by facsimile or electronic mail to such facsimile number or electronic address, as the auditor, director or alternate director has supplied to the Company for the giving of notices.

### **17.3 Notices by Members or directors to the Company**

- (a) Subject to this constitution, a notice may be given to a Member, director or alternate director to the Company by serving it on the Company at, or by

sending it by post in a prepaid envelope to, the registered office of the Company or by facsimile or electronic mail to the principal facsimile number or electronic address at the registered office of the Company.

- (b) The directors may resolve generally, or on a case by case basis, that a notice that is to be received by the Company is not to be accepted if given by electronic means (excluding by facsimile).
- (c) If a resolution of directors is passed under rule 17.3(b), the Company must give sufficient notice of the resolution to those required to give the particular notice to allow for the giving of notice by other means.

#### **17.4 Notices to Members outside Australia**

A notice to be sent to a Member outside Australia and its external territories must be sent by airmail, by facsimile or by electronic mail, or in another way that ensures it will be received quickly.

#### **17.5 Time of service**

- (a) Where a notice is sent by post, service of the notice is to be taken to be effected if a prepaid envelope containing the notice is properly addressed and placed in the post and to have been effected;
  - (i) in the case of a notice of a general meeting, on the day after the date of its posting; or
  - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (b) Where a notice is sent by facsimile, the notice is to be taken to be given on the Business Day after it is sent.
- (c) Where a notice is sent by electronic mail, service of the notice is taken to be effected if the sender receives a confirmation of delivery and is to have been effected on the Business Day after it is sent.
- (d) Where the Company gives notice under rule 17.1(a)(ii) by exhibiting it at the registered office of the Company, service of the notice is to be taken to be effected when the notice was first so exhibited.

#### **17.6 Other communications and documents**

Rules 17.1 to 17.5 (inclusive) apply, so far as they can and with necessary changes, to the service of any communication or document.

#### **17.7 Notices in writing**

A reference in this constitution to a notice in writing includes a notice given by facsimile or another form of written communication.

## **18 Rules**

### **18.1 Power to formulate by-laws and rules and regulations of the Company**

Without limiting the board's powers under this constitution, the board may from time to time pass resolutions to make by-laws, rules and regulations relating to:

- (a) the qualifications of Members and applicants for Membership;
- (b) the procedure and timing of an application for admission;
- (c) procedure for nomination of directors;
- (d) the delegation by the board of its powers to committees;
- (e) the powers, role and function of any committee Members, executive or directors (including the terms of appointment of any executive director);
- (f) the manner in which disputes are to be resolved;
- (g) any other matter in order to give effect to the Objects of the Company as detailed in Part 3 of this Constitution; and
- (h) any other matter not being inconsistent with this constitution which relates to the operations or conduct of the Company.

### **18.2 Inconsistency**

In the event of any inconsistency between rules or regulations formulated pursuant to rule 18.1 and the provisions of this constitution or the provisions of the Corporations Act, the provisions of this constitution and the Corporations Act shall prevail.

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## **19 General**

### **19.1 Submission to jurisdiction**

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the State or Territory in which the registered office of the Company is located, the Federal Court of Australia and the Courts which may hear appeals from those Courts.

### **19.2 Prohibition and enforceability**

Any provision of, or the application of any provision of, this constitution which is void, illegal, prohibited or unenforceable in any place:

- (a) is, in that place, ineffective only to the extent to which it is void, illegal, prohibited or unenforceable; and
  - (b) does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.
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## **20 Dispute resolution and disciplinary procedures**

### **20.1 Dispute resolution**

- (a) The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a Member or director and:
- i. one or more Members
  - ii. one or more directors, or
  - iii. the Company.
- (b) A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under rule 20.2 until the disciplinary procedure is completed.
- (c) Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- (d) If those involved in the dispute do not resolve it under rule 20.1(c), they must within 10 days:
- i. put the dispute to the directors in writing,;
  - ii. agree or request that a mediator be appointed,; and
  - iii. attempt in good faith to settle the dispute by mediation.
- (e) The mediator must:
- i. be chosen by agreement of those involved, or
  - ii. where those involved do not agree:
    1. for disputes between Members, a person chosen by the directors, or
    2. for other disputes, a person chosen by the Legal Services Commissioner of NSW
- (f) A mediator chosen by the directors under rule 20.1(e)(i)(1):
- i. may be a Member or former Member of the Company,
  - ii. must not have a personal interest in the dispute, and
  - iii. must not be biased towards or against anyone involved in the dispute.
- (g) When conducting the mediation, the mediator must:

- i. allow those involved a reasonable chance to be heard,
- ii. allow those involved a reasonable chance to review any written statements,
- iii. ensure that those involved are given natural justice, and
- iv. not make a decision on the dispute.

## **20.2 Disciplining Members**

- (a) Without limiting the powers of the Board in rule 7.2, and in accordance with this rule 20, the Board may resolve to warn, suspend or expel a Member from the Company if the Board considers that:
  - i. the Member has not abided by the dispute resolution process,
  - ii. the Member has breached this constitution, or
  - iii. the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- (b) At least 14 days before the Board meeting at which a resolution under rule (a) will be considered, the secretary must notify the Member in writing:
  - i. that the Board is considering a resolution to warn, suspend or expel the Member,
  - ii. that this resolution will be considered at a Board meeting and the date of that meeting;
  - iii. what the Member is said to have done or not done,
  - iv. the nature of the resolution that has been proposed, and
  - v. that the member may provide an explanation to the Board, and details of how to do so.
- (c) Before the Board passes any resolution under rule 20.2, the Member must be given a chance to explain or defend themselves by:
  - i. sending the Board a written explanation before that Board meeting, and/or
  - ii. speaking at the meeting.
- (d) After considering any explanation under rule 20.2(c), the Board may:
  - i. take no further action, or
  - ii. warn the Member, or
  - iii. suspend the Member's rights as a Member for a period of no more than 12 months, or

- iv. expel the Member, or
  - v. refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the person can only make a decision that the Board could have made under this clause), or
  - vi. require the matter to be determined at a general meeting.
- (e) The Board cannot fine a Member.
- (f) The secretary must give written notice to the Member of the decision under rule 20.2(d) as soon as possible.
- (g) Disciplinary procedures must be completed as soon as reasonably practical.
- (h) There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

## Schedule 1 – Dictionary

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### 1 Dictionary

In this constitution:

**Appointed Independent Directors** means directors appointed under rule 11.1 by the Board.

**Board** means the FSC Board of Directors under rule 11.1 (a).

**Business Day** means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in the place where the Company's registered office is located.

**Cessation Event** means:

- (a) in respect of a Member of the Company who is an individual:
  - (i) the death of the Member;
  - (ii) the bankruptcy of the Member; or
  - (iii) the Member becoming of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
- (b) the Member ceases to satisfy any eligible criteria specified by the board; and
- (c) with respect to a Member of the Company who is a body corporate, the dissolution of the Member or the succession by another body corporate to the assets and liabilities of the Member;
- (d) with respect to an "A" Class Member, the occurrence of the events set out in rule 6.4(d).

**Chair** means the chair of a general meeting appointed in accordance with rule 10.5.

**Competition** means a football competition sanctioned and controlled by the Company.

**Company** means Football South Coast Ltd ACN 133 401 868.

**Constitution** means this constitution effective as at [**insert date**] and replacing the constitution of the Company adopted 24 March 2016.

**Corporation Act** means *Corporations Act 2001* (Cth).

**Clubs** means the football clubs that have satisfied the eligibility criteria for admission to the competitions run under the governance of the Company and participate in such competitions.

**Elected Directors** means directors, being the respective Head of Council, elected to represent the Football Councils under rule 11.1.

**Executive Position** means any leadership role in a Club including (without limitation) secretary, director, treasurer, president.

**Expulsion Event** means, in respect of a Member:

- (a) the Member has willfully refused or neglected to comply with the provisions of this constitution;
- (b) the conduct of the Member, in the opinion of the directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company; or
- (c) the Member is, or any step is taken for the Member to become, an externally administered body corporate.

**FIFA** means the Federation Internationale de Football Association.

**FFA** means Football Federation Australia

**FNSW** means Football NSW Limited or any successor organisation. A reference to actions or authority of FNSW is a reference to actions or authority of the FNSW CEO or his or her appointed delegate.

**Football Councils** means the Football Councils listed in section 5.5(a) of this constitution.

**FSC** means Football South Coast and the Company.

Head of Council means the nominated person to be the head of the respective Football Council's committee as listed in 11.1.

**Junior Football Council** means the football council constituted under rule 5.4 which is elected to manage the operations of the junior football Competitions in the Illawarra region.

**Member(s)** means Ordinary Members, "A" Class Members and Life Members.

**Men's Football Council** means the football council constituted under rule 5.5 which is elected under the by-laws to manage the operations of the men's football Competitions in the Illawarra region,

**Referees** means those persons duly appointed under the by-laws as match officials.

**Referees Football Council** means the football council constituted under rule 5.4 which is elected under the by-laws to manage the operations of the Referees in the Illawarra Region.

**Representative**, in relation to a body corporate, means a representative of the body corporate appointed under section 250D of the Corporations Act or a corresponding previous law.

**Representative and Development Football Council** means the football council constituted under rule 5.5 which is elected to oversee and manage the interest of football development and South Coast representative teams in the Illawarra region.

**Seal** means any common seal, duplicate seal, seal or certificate seal of the Company.

**Women's Football Council** means the football council constituted under rule 5.5 which is elected under the by-laws to manage the operations of the women's football Competitions in the Illawarra region,

**Any reference to a body, Company, association or other entity includes a reference to any successor organisation.**

## **2 Interpretation**

### **2.1 General**

- (a) A Member is to be taken to be present at a general meeting if the Member is present in person or by proxy, attorney or Representative.
- (b) A director is to be taken to be present at a meeting of directors if the director is present in person or by alternate director.
- (c) Where a provision of this constitution establishes an office of chair, the chair may be referred to as a chairman or chairwoman, as the case requires.
- (d) A reference in a rule in general terms to a person holding or occupying a particular office or position includes a reference to any person who occupies or performs the duties of that office or position for the time being.
- (e) In this constitution, headings and subheadings are for convenience only and do not affect the interpretation of this constitution and, unless the contrary intention appears:
  - (i) words importing the singular include the plural and vice versa;
  - (ii) words importing a gender include every other gender;
  - (iii) words used to denote persons generally or importing a natural person include any Company, corporation, body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);
  - (iv) a reference to a person includes that person's successors and legal personal representatives;
  - (v) a reference to any statute, regulation, proclamation, ordinances or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulation, proclamations, ordinances and by-laws issued under that statute; and
  - (vi) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

### **2.2 Application of the Corporations Act**

- (a) This constitution is to be interpreted subject to the Corporations Act.

- (b) Unless the contrary intention appears, an expression in a rule that deals with a matter dealt with by a provision of the Corporations Act, has the same meaning as in that provision.
- (c) Subject to rule (b), unless the contrary intention appears, an expression in a rule that is defined in section 9 of the Corporations Act had the same meaning as in that section.

### **2.3 Exercise of powers**

- (a) The Company may exercise in any manner permitted by the Corporations Act any power which under the Corporations Act a Company limited by guarantee may exercise if authorised by its constitution.
- (b) Where this constitution provides that a person or body may do a particular act or thing and the word “may” is used, the act or thing may be done at the discretion of the person or body.
- (c) Where this constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the like manner and subject to the like conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.
- (d) Where this constitution confers a power to do a particular act or thing with respect to particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing with respect to some only of those matters or with respect to a particular class or particular classes of those matters and to make different provision with respect to different matters or different classes of matters.
- (e) Where this constitution confers a power to make appointments to any office or position, the power is, unless the contrary intention appears, to be taken to include a power:
  - (i) to appoint a person to act in the office or position until a person is appointed to the office or position;
  - (ii) subject to any contract between the Company and the relevant person, to remove or suspend any person appointed, with or without cause; and
  - (iii) to appoint another person temporarily in the place of any person so removed or suspended or in place of any sick or absent holder of such office or position.
- (f) Where this constitution confers a power or imposes a duty then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.
- (g) Where this constitution confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.
- (h) Where this constitution confers power on a person or body to delegate a function or power:

- (i) the delegation may be concurrent with, or to the exclusion of, the performance or exercise of that function or power by the person or body;
- (ii) the delegation may be either general or limited in any manner provided in the terms of delegation;
- (iii) the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of, a specified office or position;
- (iv) the delegation may include the power to delegate;
- (v) where the performance or exercise of that function or power is dependent upon the opinion, belief or state of mind of that person or body in relation to a matter, that function or power may be performed or exercised by the delegate upon the opinion, belief or state of mind of the delegate in relation to that matter; and
- (vi) the function or power so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body.

#### **2.4 Replaceable rules not to apply**

The replaceable rules as defined at Section 138 of the Corporations Act and referred to throughout the Corporations Act do not apply to the Company.

#### **2.5 Single Member Company**

If at any time the Company has only one Member then, unless the contrary intention appears:

- (a) a reference in a rule to the “Members” is a reference to that Member; and
- (b) without limiting rule (a), a rule which confers power or imposes an obligation on the Members to do a particular act or thing confers that power or imposes that obligation on that Member.



## **Schedule 2 –**

### **Minutes of Company Meeting to adopt Amended Constitution**

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1 In accordance with rule 2.3, the Minutes of the Meeting of the Board which passed the resolution to ratify this Amended Constitution are Annexed to this document.

**Annexure A –**

**ASIC Current Company Extract**

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1 The ASIC Current Company Extract is attached in order to provide the Company details in or around the time this Amended Constitution was drafted: