

**CONSTITUTION OF:**

**ROSSMOYNE JUNIOR FOOTBALL CLUB  
INCORPORATED**



Nov 2008

## **CONSTITUTION OF ROSSMOYNE JUNIOR FOOTBALL CLUB**

### **1. NAME**

- 1.1 The name of the Club shall be the ***ROSSMOYNE JUNIOR FOOTBALL CLUB INC.***
- 1.2 Teams representing the Club in competition shall be known as ***Rossmoyne Raiders.***

### **2. AFFILIATION**

The Club:-

- (a) shall be affiliated with the **East Fremantle District Football Development Council** (“**EFDADC**”) or such other District Football Development Council as decreed by the Western Australian National Football League from time to time; and
- (b) will be subject to determinations laid down by the EFDADC in accordance with their Constitution and By-Laws.

### **3. OBJECTS**

- 3.1 Control and management of the Australian Rules game of football played by members of the Club.
- 3.2 Encouragement and promotion of the Australian Rules game of football.
- 3.3 To promote good fellowship, true sportsmanship and citizenship among members of the Club.
- 3.4 To accept subscriptions, donations or to borrow raise or secure the payments of monies for the purpose of acquiring the necessary facilities or equipment as required to assist promotion of the game in any such manner as the Club deems necessary.
- 3.5 To legitimately acquire any equipment or property and provide facilities such as Club Rooms, gear, dress and otherwise as necessary and as may be required for the benefit of the Club and the purpose of teaching or playing of the game or calculated to assist the promotion of any of the Club's objects.
- 3.6 To provide facilities and promote healthy social life, recreation, entertainment and amusement to all members.
- 3.7 Generally to take all such steps and proceedings and do all such acts and deeds which members of the Club may consider incidental or conducive to its interest or

the interests of the game of the Australian Rules game of football and the attainment of all or any of the above objects.

4. **POWERS**

The Club shall have such powers as may be necessary to further the objects of the Club.

5. **PROPERTY AND INCOME**

5.1 The property and income of the Club whensoever derived shall be applied towards the promotion of the objects of the Club set forth in clause 3 hereof and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Club.

5.2 Nothing herein contained:-

- (a) shall prevent the payment in good faith and in the ordinary course of business of any reasonable amount to a member for any services rendered or goods supplied to the Club; or
- (b) shall prevent the payment in good faith of the amounts referred to in clause 24 herein.

6. **ADDRESS**

The registered address and the principal place of business of the Club shall be the Secretary's place of residence or at such place as the Management Committee of the Club may direct.

7. **CLUB COLOURS AND EMBLEM**

The colours of the Club shall be black and white and the official emblem of the Club shall be as displayed on the cover of this Constitution.

8. **PATRONS**

8.1 Patrons shall be those persons invited each year by the Management Committee in its absolute discretion and who accept such invitation.

8.2 Their appointment shall be confirmed at a General Meeting of members and they shall retain office during the pleasure of the Management Committee or until they resign in writing.

9. **HONORARY AUDITOR OR AUDITOR**

The Honorary Auditor or Auditor (as the case may be):-

- (a) shall be appointed at the Annual General Meeting of members and shall receive remuneration (if any) as approved by the Management Committee.

- (b) shall retire at each Annual General Meeting but shall be eligible for re-election.
- (c) shall from time to time inspect and check the books of the Club and for these purposes shall at all times have access to all records of the Club.
- (d) shall audit the accounts and balance sheet to be presented to the Annual General Meeting of members and shall report to the members thereon.
- (e) may at any time and shall when requested by the Management Committee investigate and report to the Management Committee upon the financial position of the Club or any aspect thereof.

## 10. **DELEGATES**

- 10.1 Such delegates as the Club is permitted to appoint to represent the Club in any capacity and to any other body club or association whatsoever, shall be appointed from time to time by the Management Committee.
- 10.2 Following attendance at all meetings as may be required delegates shall give reports at the first meeting of the Management Committee PROVIDED HOWEVER that any item arising from such meeting being deemed urgent and important shall be brought to the immediate attention of the President who shall act in accordance with clause 16.3 herein.

## 11. **MEMBERSHIP**

Members of the Club shall be classified as follows:-

- (a) Playing members who shall conform to the registration requirements prescribed by the EFD FDC from time to time.
- (b) Social members not being a playing member. Parents and guardians of playing members qualify for membership under this sub-clause.
- (c) Honorary members who shall be elected by the Management Committee and who in the opinion of the Management Committee are deserving of recognition for services rendered to the Club.
- (d) Life members who may be appointed at a General Meeting of members of the Club on the recommendation of the Management Committee as recognition of services rendered to the Club.

## 12. **MEMBERSHIP FEES**

- 12.1 Playing members shall pay an annual subscription together with weekly match fees as decided by the Management Committee.
- 12.2 Social members shall pay an annual subscription as decided by the Management Committee EXCEPT HOWEVER that parents and guardians of playing members shall be exempt from any such subscription under this sub-clause where subscriptions are paid under clause 12.1 herein.
- 12.3 Honorary members and life members shall enjoy all the privileges of membership without payment of subscriptions.

### 13. **VOTING RIGHTS**

- 13.1 No playing member shall be entitled to vote at any General Meeting.
- 13.2 Subject to clause 13.4 herein, every member so entitled shall have one vote in respect of a show of hands or a poll or a ballot taken at any General Meeting.
- 13.3 No member shall be entitled to vote at any General Meeting if the membership fee is due and unpaid at the date of the meeting or if membership has not been approved by the Management Committee in accordance with clause 16.1(b) hereof.
- 13.4 In the case of an equality of votes where there is a show of hands or a poll or a ballot, the Chairman of the meeting shall be entitled to a second or casting vote.

### 14. **GENERAL MEETINGS**

- 14.1 An Annual General Meeting of the Club shall be held no later than the 30<sup>th</sup> day of November each year.
- 14.2 All General Meetings other than an Annual General Meeting shall be called Special General Meetings.
- 14.3 The President or the Management Committee may at any time and shall from time to time if requested to do so by not less than ten (10) members entitled to vote, summon a Special General Meeting of the Club to deal with any business for which such meeting has been summoned but for no other business.
- 14.4 Any requisition signed by not less than ten (10) members entitled to vote shall state specifically the purpose for which they desire a Special General Meeting to be summoned and the notice of such Meeting to members as hereinafter provided shall state specifically the business to be transacted at such meeting.
- 14.5 At least fourteen (14) days and not more than twenty eight (28) days of notice of any General Meeting shall be given to each member entitled to vote.
- 14.6 At all General Meetings, fifteen (15) members present in person and entitled to vote shall constitute a quorum.
- 14.7 If there is no quorum within thirty (30) minutes after the time fixed for the commencement of the meeting, such meeting if convened on the requisition of members shall be dissolved. Otherwise, it shall be adjourned to a date and time to be fixed by those present and a notice of such adjournment shall be sent to all members in accordance with clauses 14.5 and 23 herein.
- 14.8 If at the adjourned meeting there shall be no quorum present, those members present shall constitute a valid quorum for the meeting.

14.9 At the Annual General Meeting the order of business unless otherwise determined by the Management Committee shall be as follows:-

- (a) Apologies;
- (b) Minutes and confirmation thereof;
- (c) Questions and business arising out of minutes;
- (d) Correspondence;
- (e) Annual Report of the President;
- (f) Financial Report;
- (g) Auditor's Report;
- (h) Election of Officers of the Management Committee;
- (i) Election of Honorary Auditor or Auditor;
- (j) Motions on Notice;
- (k) General Business.

14.10 The President or in his absence, the Vice President, shall be entitled to take the chair at any General Meeting. If no President or Vice President is present or is unwilling to act then the Management Committee shall appoint the Chairman failing which the members shall choose one of themselves to be Chairman.

14.11 At any General Meeting a **resolution** put to the vote of the meeting shall be decided on the voices or on the show of hands unless before or on the declaration of the result of the vote a poll is demanded:-

- (a) By the Chairman; or
- (b) By at least five (5) members present and entitled to vote.

14.12 Unless a poll is demanded a declaration of the result by the Chairman shall when entered in the Minutes of the proceedings be conclusive evidence of the fact without proof being required of the number or proportion of votes recorded for or against the resolution.

14.13 No resolution passed at any General Meeting shall be rescinded except after notice of motion for the proposed rescission has been stated in the notice of meeting required in clause 14.5 herein.

## 15. **MANAGEMENT COMMITTEE**

15.1 Officers of the Management Committee shall be appointed by members at each Annual General Meeting. Nominations for any office may be made in writing by any financial member entitled to vote or by verbal proposal at such meeting PROVIDED THAT the nomination of any member not present at the meeting shall be accompanied by his consent in writing.

15.2 Election of the officers of the Management Committee shall be conducted in the same manner as for a resolution in clause 14.11 to be effected and a demand for a poll shall be deemed to be a demand for a ballot which shall be conducted at the meeting.

15.3 Retiring officers of the Management Committee shall retain office until the conclusion of the Meeting at which they retire.

15.4 The Management Committee shall be not less than eight (8) members and shall consist of:-

- (a) Committee Members whose number shall not exceed ten (10) members; and
- (b) the following designated officers:-
  - (i) The President who shall preside at all meetings of the Club and of the Management Committee.
  - (ii) The Retiring President who shall be the immediate Past President.
  - (iii) The Vice President who shall act on behalf of the President as necessary.
  - (iv) The Honorary Secretary who shall be subject to the direction of the Management Committee and shall:-
    - (A) Conduct the correspondence of the Club.
    - (B) Keep a Minute Book containing a record of all the business transacted at all General Meetings and all meeting of the Management Committee.
    - (C) Make available on demand for inspection by members an up-to-date copy of this Constitution and any Regulations made thereunder.
    - (D) Carry out such duties as the Management Committee may direct.
- (c) The Honorary Treasurer who shall subject to the direction of the Management Committee and shall:-
  - (i) Receive and account for all monies of behalf of the Club.
  - (ii) Examine and report to the Management Committee on all outstanding accounts and tender recommendations as to payments thereof.
  - (iii) Keep correct accounts and books showing the financial affairs of the Club and particulars usually shown in the books of account of a like nature and shall make up the annual statement of income and expenditure and balance sheets at the end of each financial year.

15.5 All of the officers of the Management Committee shall retire at each Annual General Meeting but shall be eligible for re-election.

15.6 A vote of no confidence in a particular officer passed at a General Meeting by no less than seventy five percent (75%) of the members of the Management Committee personally present and entitled to vote shall automatically remove that member from office.

15.7 Any member of the Management Committee or any other committee absenting himself for three (3) consecutive meetings of such committee without reasonable excuse shall be deemed to have resigned therefrom.

## 16. **POWERS AND DUTIES OF MANAGEMENT COMMITTEE**

### 16.1 The Management Committee:-

- (a) Shall be responsible for the general conduct and management of the Club's affairs.
- (b) Shall approve the admission of all members save and except life members.
- (c) Shall construe and interpret this Constitution and any Regulation made thereunder and such constructions and interpretations shall be final unless revoked by resolution carried at an Annual General Meeting or Special General Meeting (in accordance with clause 14.11 hereof) or by any Court of competent jurisdiction.
- (d) May delegate to a sub-committee any matter for investigation or report.
- (e) May engage and dismiss the servants of the Club.
- (f) May expel, punish or otherwise deal with any member whose conduct in the reasonable opinion of the Management Committee is unworthy of a Club member. The decision of the Management Committee:-
  - (i) must be made at a Special Meeting called for that purpose and passed by no less than seventy five percent (75%) of the members of the Management Committee entitled to vote.
  - (ii) in any such case shall be final unless revoked or varied by a Special General Meeting called for that purpose and held within one (1) month after the notice of such decision shall have been delivered or by a Court of competent jurisdiction PROVIDED THAT the Special General Meeting referred to in this sub-clause shall only be called and held if and when the member concerned gives to the Secretary within seven (7) days after delivery to him, or notice of the decision aforesaid, notice of his decision to appeal against such decision at such Special General Meeting.
- (g) May make such regulations as may be necessary to the management of the Club. A copy of such regulations shall be held in the possession of the Secretary for inspection by members.
- (h) Shall comply with all orders, directions and references given to it in accordance with a resolution of members at any General Meeting.

16.2 Where in the opinion of twenty five percent (25%) of the members present at a meeting of the Management Committee any act, matter or thing shall not be proceeded with, that act, matter or thing must be approved at a General Meeting of the Club.

16.3 Where immediate action is required in any matter affecting the policy or in the interest of the Club and it is impracticable to refer the matter to the appropriate committee, the President shall seek the advice of as many members of the Management Committee as may be practicable and shall act in such manner as no less than seventy five percent (75%) of those members approve.

## 17. **MEETINGS AND PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

- 17.1 The Management Committee shall meet as often as it shall respectively from time to time determine and, on any special occasion when summoned by the President or Secretary, PROVIDED THAT not more than two (2) calendar months shall elapse between meetings.
- 17.2 At least three (3) days prior notice of a meeting of the Management Committee shall be given in writing by the Secretary to each member of that committee PROVIDED such notice may be dispensed with in respect of a meeting at which all members attend and consent.
- 17.3 At all meetings of the Management Committee, six (6) members of the Management Committee present shall constitute a quorum.
- 17.4 The order of business at meetings of the Management Committee shall, unless otherwise determined by the Management Committee, be as follows:-
- (a) Apologies;
  - (b) Minutes and Confirmation thereof;
  - (c) Questions and business arising out of Minutes;
  - (d) Correspondence;
  - (e) Financial Statements and Reports;
  - (f) Reports from Sub-Committees;
  - (g) Motions of Notice;
  - (h) Election of Members;
  - (i) Election of Officers to vacant offices;
  - (j) Notices of motion; and
  - (k) General Business.

## 18. **SUB-COMMITTEES**

- 18.1 The Management Committee may appoint sub-committees who will be responsible to the Management Committee, and shall include but not be limited to the following:-
- (a) Social Sub-Committee which shall organise and conduct any entertainment and other social functions which shall from time to time be approved by the Management Committee.
  - (b) Property Sub-Committee which shall be responsible for the care and maintenance of Club property under its control and shall make such reports and recommendations to the Management Committee as deemed necessary.
  - (c) Records Sub-Committee which shall be responsible for the care and maintenance of records under its control and shall make such reports and recommendations to the Management Committee as deemed necessary.

- 18.2 The President of the Management Committee shall be an ex-officio member of all sub-committees.
- 18.3 The Chairman of any sub-committee shall only be appointed from members of the Management Committee and shall have the power to select sub-committee members from other members of the Club.
- 18.4 The Management Committee may at any time terminate the appointment of any sub-committee and of the members thereto.
- 18.5 All of the members of the sub-committee shall retire at each Annual General Meeting but each shall be eligible for appointment to any position of office in the Club.

19. **MEETINGS AND PROCEEDINGS OF SUB-COMMITTEES**

- 19.1 The Sub-Committee members shall meet as often as when they respectively from time to time determine.
- 19.2 Notices of meetings shall be determined by the Chairman of each sub-committee.
- 19.3 At all meetings of Sub-Committees:-
- (a) two (2) members of such Sub-Committee present shall constitute a quorum PROVIDED in respect of the Property Sub-Committee and Records Sub-Committee one (1) person present shall constitute a quorum; and
  - (b) the Chairman shall determine the order of business.

20. **COMMON SEAL**

The Common Seal of the Club shall:-

- (a) be in the custody of the Secretary or such other person as the Management Committee shall direct;
- (b) not be affixed to any document or other instrument except pursuant to a resolution of the Management Committee (such resolution to be passed in accordance with clause 14.11 hereof) and in the presence of the President who shall with the Secretary, sign any such document or instrument.

21. **ACCOUNTS**

- 21.1 The financial year of the Club shall commence on the first day of November each year.
- 21.2 The Management Committee shall:-
- (a) cause proper accounting and other records to be kept and shall each year cause to be made out a Statement of Income and Expenditure and a

Balance Sheet (hereinafter "**the Accounts**") made up to the thirty first (31<sup>st</sup>) day of October each year.

- (b) make available on demand by any member of the Club entitled to vote, a copy of the Accounts PROVIDED no member shall be entitled to request a copy of the Accounts earlier than seven (7) days before the Annual General Meeting at which such Accounts are to be tabled.
- (c) lay the Accounts together with the Auditor's Report thereon before each Annual General Meeting.

21.3 The Accounts shall inter alia show separately:-

- (a) The amounts (if any) paid or credited by way of Honoraria;
- (b) The amounts (if any) paid by way of donations;
- (c) The amounts (if any) paid as remuneration to the Auditor.

## 22. **FINANCE**

22.1 The bankers of the Club shall be such bank, building society or credit institution as the Management Committee may determine from time to time.

22.2 All cheques drawn in the name of the Club shall be signed jointly by any two (2) of the President, Honorary Treasurer or Secretary.

22.3 All payments made by or on behalf of the Club shall, where practicable, be first passed for payment by the Management Committee. Where immediate payment is required, the President shall act in accordance with clause 16.3 hereof and payment shall be confirmed at the next meeting of the Management Committee.

## 23. **NOTICE**

23.1 Notices of every General Meeting shall only be given to:-

- (a) Every member who is entitled to vote and has supplied an address to the Club.
- (b) The Honorary Auditor or Auditor for the time being of the Club.
- (c) Every patron of the Club.

23.2 A notice may be given personally or to a playing member for on-forwarding to a parent or guardian or by post in which case notice shall be deemed to have been effected on the day following that on which the envelope or wrapper containing the same was posted.

## 24. **HONORARIA**

Such honoraria shall be made given or paid as it is determined by the Management Committee from time to time.

25. **ALTERATION OR AMENDMENT**

- 25.1 In order to alter the name of the Club, a Special Resolution must be carried by a seventy five percent (75%) majority of members present and entitled to vote at an General Meeting or a Special General Meeting called for that purpose.
- 25.2 A new rule shall not be adopted nor shall any existing rule shall be repealed or amended except by a Special Resolution carried by a seventy five percent (75%) majority of members present and entitled to vote at an Annual General Meeting or a Special General Meeting called for that purpose.
- 25.3 Full particulars shall be given of any proposed new rule, repeal or amendment in the notice convening the meeting.

26. **DISSOLUTION OF THE CLUB**

- 26.1 If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.
- 26.2 In default of any such resolution such payment transfer or distribution shall be determined by a judge of the District Court of Western Australia.
- 26.3 Any general meeting called for the purpose of dissolution or winding up of the Club shall require the resolution to be passed by seventy five percent (75%) of those present and entitled to vote in terms of Clause 14.

27. **DEFINITIONS AND INTERPRETATION**

27.1 **Definitions**

In this document, unless the contrary intention appears:-

**Act** means the Associations Incorporation Act (1987) as amended from time to time and any regulations thereto or any Act and regulations replacing or in substitution of that act or regulation;

**Annual General Meeting** means an annual general meeting of the members of the Club.

**Auditor and Honorary Auditor** (where applicable) means the person appointed and authorised on behalf of the Club to examine accounts and accounting records, compare the charges with the vouchers, verify balance sheet and income items, and state the result;

**Australian Rules game of football** means a variety of football, devised in Australia;

**Chairman** means the person managing any Club meeting or committee;

**Club** means The Rossmoyne Junior Football Club Inc;

**Common Seal** means a stamp that shows the Club's name and its ACN or ABN.

**General Meeting** and **Special General Meeting** when applicable means all general meetings other than an Annual General Meeting.

**Junior Competition Committee Executive ("JCC Executive")** means the competition director, assistant competition director and registrar (as defined in the EFDfDC competition by-laws)

**Management Committee** means that committee as established in accordance with clause 15 hereof.

**Minutes** means the official record of the proceedings at any meeting of the Club;

**President** and **Vice President** when applicable means the person appointed or elected to manage the Club;

**Registration Day** means a day of the year determined by the Management Committee, for all playing members to register their interest in being deemed eligible to represent the Club in Australian Rules game of football throughout the football season.

**Secretary** and **Honorary Secretary** when applicable means the person who is in charge of the records, correspondence, minutes of meetings, and related affairs of the Club and carrying out such duties as the Management Committee may direct from time to time;

**Special General Meeting** means all General Meetings, other than an Annual General Meeting;

**Special Resolution** means a resolution passed in accordance with the following:-

- (a) it is passed by not less than seventy five percent (75%) of the members of the Club who are entitled to vote at a General Meeting or Special General Meeting;
- (b) a declaration by the person presiding that the resolution has been passed as a special resolution shall be evidence of the fact unless, during the meeting at which the resolution is submitted, a poll is demanded in accordance clause 13 hereof;
- (c) a declaration by the person presiding as to the result of a poll taken under subsection (b) is evidence of the matter so declared;
- (d) Within one (1) month of the passing of a special resolution altering its rules or the name of the Club, or such further time as the Commissioner for Consumer Protection ("the Commissioner") may in a particular case allow, an

incorporated association shall lodge with the Commissioner notice of the special resolution setting out particulars of the alteration together with a certificate given by a member of the Club certifying that the resolution was duly passed as a special resolution and, that the rules of the Club or the name of the club (as the case may be) as so altered, conform to the requirements of the Act.

**Treasurer** or **Honorary Treasurer** when applicable means the person in charge of the receipt, care and disbursement of money on behalf of the Club.

## 27.2 Interpretation

In this document unless the contrary intention appears:-

- (a) headings and any table of contents or index are for convenience only and shall not affect the interpretation hereof;
- (b) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (c) the word **person** includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- (d) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation or warranty:-
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; or
  - (ii) on the part of two or more persons binds them jointly and severally.
- (f) **including** is deemed to be followed by the words, **but not limited to**;
- (g) no rule of construction of documents shall apply to the disadvantage of a Party on the basis that that Party put forward this document or any relevant part of it;
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning; and
- (i) a reference to:-
  - (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement and references to this document include any recital, schedule or annexure;
  - (ii) this document or another instrument includes any variation or replacement of either of them;
  - (iii) a right includes a benefit, remedy, discretion, authority or power;
  - (iv) an obligation includes a warranty or representation;
  - (v) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (vi) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions; and
  - (vii) signature and signing includes due execution by a corporation or other relevant entity.

## **REGULATIONS FOR ROSSMOYNE JUNIOR FOOTBALL CLUB**

- A. Membership of the Club
- B. Registration of Players
- C. Nominations of Teams
- D. Teams
- E. Team Officials
- F. Duties of Team Officials
- G. Other Officials and their Duties
- H. Conduct of Members and Officials of the Club
- I. Hearing Committee – Formation Duties and Powers
- J. Matches
- K. Grounds
- L. Training
- M. Team Meetings and Associated Social Functions
- N. Statements Issued by The Club
- O. Trophies
- P. Awards
- Q. Trophy Night
- R. Life Membership

### **A MEMBERSHIP OF THE CLUB**

- i. Subject to clause 12 of the constitution of the Club, all members of the Club shall pay an annual subscription as determined by the Management Committee from time to time.
- ii. Annual subscriptions shall become due and payable on the day fixed by the Management Committee as Registration Day for all playing members.

### **B. REGISTRATION OF PLAYERS**

- i. The Management Committee shall fix a date as Registration Day for all playing members to register their interest in being deemed eligible to represent the Club in Australian Rules game of football throughout the football season.
- ii. As on and from the Registration Day and only upon payment of the annual subscription fee, each playing member shall be deemed eligible to represent the Club in football matches organised by the EFD FDC PROVIDED ALWAYS the date of payment of the annual subscription is no later than the date of closing of registration as laid down by the EFD FDC from time to time.

**C. NOMINATION OF TEAMS**

- i. The Management Committee shall nominate teams to the EFD FDC in the age groups specified by the EFD FDC from time to time.
- ii. Such teams nominated shall in the opinion of the Management Committee be sufficient to allow all Playing Members reasonable participation in the game of the Australian Rules game of football.

**D. TEAMS**

No team shall play any match without the prior approval of the Management Committee.

**E. TEAM OFFICIALS**

- i. Upon acceptance by the EFD FDC of all or any of the teams so nominated (or earlier if considered necessary), the Management Committee shall advertise for applications for appointment of a coach and for appointment of a team manager to each team so accepted. From the applications received as a result of the advertising for the applications, the Management Committee shall make such appointments as the Management Committee consider to be in the best interests of the Club.
- ii. All appointments made by the Management Committee shall be deemed to be made for the season being played and each such appointee shall retire at the expiration of that season but shall be eligible to make further application for any position advertised at any future time PROVIDED THAT any act, deed or thing performed by appointees which in the opinion of Management Committee brings discredit upon the Club, shall be dealt within terms of clause 16 of the Constitution.
- iii. The method of advertising shall be left to the discretion of the Management Committee.
- iv. Where no applications are received for any position advertised or in the reasonable opinion of the Management Committee an application is received from an unsuitable person, the Management Committee shall have power to appoint any person at any time, to any vacant position.

**F. DUTIES OF TEAM OFFICIALS**

- i. The coach shall be responsible to the Management Committee for the imparting of knowledge and skills of the game and the conduct and sportsmanship of playing members of the Club under his control.
- ii. Without limiting the powers of the coach (who shall have sole selection rights to any team unless the coach decides otherwise) it is Club policy that each Playing Member of the Club is given equal opportunity to participate in matches during a season (subject to satisfactory attendance and conduct at practice and other activities of the Club and with due regard for the welfare of Playing Members with physical or other disabilities considered detrimental to participation in matches of a

particular age group) and, the promotion and demotion of Playing Members within the respective age groups when two (2) or more teams participate and the legitimate use of interchange players as on-field participants during the course of a match is deemed desirable.

When unsatisfactory attendance or misconduct at practice match play or other activities of the Club are evident, the coach shall be empowered to impose a suspension of not more than two playing dates provided that the playing member concerned participates within the age group for which that coach is responsible. The term playing date shall be regarded as matches played by the Club on a weekend.

In the event of a dispute occurring between the coaches concerned, the matter must be referred to the Management Committee, who's decision shall be binding.

- iii. For matches involving players who are classified as being at least in their thirteenth year, the coach shall record on voting slips provided by the Management Committee votes allocated on a 5,4,3,2,1 point basis to Playing Members in order of performance at each match played on a home and away basis under the control of the EFD FDC and shall enlist the aid of another member of Club to vote in like manner but separately to the votes cast by the coach and shall wherever practical rotate this duty amongst members of the Club attending matches.
- iv. The team manager shall be responsible to the Management Committee for the care and maintenance of all Club property given to his custody by the property manager at the commencement of the season and shall assist the coach in the conduct and sportsmanship of Playing Members of the Club and shall maintain such playing records as required by the Club and/or the EFD FDC from time to time.
- v. The team manager shall collect the voting slips which shall have been sealed in the envelope provided for that purpose and hand these envelopes to the Club's recorder with playing records.
- vi. The team manager shall be responsible for the receipt of match fees as determined by the Management Committee from time to time and shall be responsible for the payment of the Club's portion of any fees levied by the EFD FDC from time to time.
- vii. The coach and team manager shall have the power to enlist the aid of other members of the Club to ensure the execution of their duties or to act as game officials as required by the EFD FDC from time to time.

#### **G. OTHER OFFICIALS AND THEIR DUTIES**

The Management Committee shall appoint other officials of the Club who shall, subject to the control of the Management Committee, assist in achieving the objects of the Club as outlined in clause 3 of the Constitution and such officials shall include but not be limited to the following:-

- a. **Property Manager** who shall report to the Property Sub-Committee on the control and condition of all Club property and shall make recommendations as to repairs or replacement thereof.

b. **Recorder** who shall:-

- (i) be responsible to the Records Sub-Committee for the maintenance of Club records as prescribed from time to time by the EFDFDC;
- (ii) at all times provide to each team Coach a current list of playing members registered and eligible to represent the Club;
- (iii) be responsible for the issue to Team Managers of all records required to be maintained by the EFDFDC and shall also be responsible for the return of such records within the period of time prescribed by the EFDFDC; and
- (iv) be responsible for the issue to Team Managers of a quantity of voting slips and envelopes sufficient to allow voting to be conducted in terms of Regulation F (iii) herein.

**H. CONDUCT OF MEMBERS AND OFFICIALS OF THE CLUB**

It is the policy of the Club that all members and officials conduct themselves in such a manner as to bring no discredit to the Club and any complaint howsoever received shall be firstly heard by the Management Committee and dealt with in accordance with clause 16 of the Constitution EXCEPT that any act, deed or thing considered of a minor nature shall be passed to the Hearing Committee for determination.

**I. HEARING COMMITTEE – FORMATION DUTIES AND POWERS**

- i. The Management Committee shall appoint a Hearing Committee which shall be formed as laid down in clause 18 of the Constitution EXCEPT that the Hearing Committee shall be comprised of the following:-

- a. Chairman of the Hearing Committee;
- b. Recorder; and
- c. Two (2) other members of the Club who shall have no personal or vested interest in the proceeding to be heard.

**(“Hearing Committee”)**

- ii. The Hearing Committee shall only meet on the instruction of the Management Committee and shall be directed to:-

- a. Hear and determine all applications for clearances of Playing Members both to and from the Club.
- b. Hear and determine all complaints of misconduct by members or officials of the Club passed to the Hearing Committee for determination by the Management Committee.
- c. Hear and determine all such other business delegated by the Management Committee.

- iii. The Hearing Committee shall be empowered to act in accordance with a decision made by no less than seventy five percent (75%) of the Hearing

Committee and is further empowered to impose any penalty by way of warning or suspension arising from a complaint of misconduct being found proven.

- iv. In the event of the Hearing Committee being deadlocked on any matter placed before it the Chairman shall have a second or casting vote which shall be used only to decide whether the matter under consideration should be referred to the Management Committee for decision.
- v. All members and officials of the Club shall be entitled to representation by such persons who they consider will assist in proper presentation of the matter to be heard.
- vi. All playing members of the Club found guilty of any misdemeanor by the Hearing Committee or the Management Committee or the JCC Executive shall not be eligible for participation in Trophies awarded in terms of Regulation O (ii) herein but shall be eligible for other Trophies awarded.

**J. MATCHES**

All matches shall be played in accordance with the Laws of Football and amended by the EFDADC from time to time.

**K. GROUNDS**

- i. Grounds for the playing matches shall be allocated by the EFDADC and the venue for all matches shall be published by the EFDADC.
- ii. The Management Committee shall arrange for grounds within the immediate district for the purpose of training playing members of the Club.

**L. TRAINING**

- i. The method of training of Playing Members of the Club shall be left to the discretion of coaches but in the interests of safety for Playing Members, no training period should extend beyond a time to allow Playing Members to return to their place of residence in daylight hours unless arrangements have been made with parents and guardians to collect Playing Members from the place of training. Relaxation of this Regulation can be effected in line with the age group of playing members attending training.
- ii. Arrangements for the afternoons or other times as coaches may consider necessary for training purposes shall be made by liaison between coaches and shall be advised to the Management Committee for information.

**M. TEAM MEETINGS AND ASSOCIATED SOCIAL FUNCTIONS**

The Club encourages team meetings and any social activity which is in accordance with the Club's objects as outlined in clause 3 of the Constitution. Pursuant to those objects, the Management Committee provides as an annual grant to each age group which shall be used for these purposes. Any additional

expense caused beyond the annual grant of the Club shall be collected from interested members of the Club.

**N. STATEMENTS ISSUED BY THE CLUB**

The President of the Club shall be the only person authorised to issue any statement to any newspaper, radio station or television station or any other media.

**O. TROPHIES**

- i. The Management Committee shall allow a maximum of five (5) trophies for each team in the age group thirteen (13) years and over and playing matches under the control of the EFD FDC.
- ii. Three (3) of the trophies shall be awarded to the eligible Playing Members of that team who shall have scored the three (3) highest positions on the aggregate of voting slips recorded in terms of Regulation F (iii) herein. Two of these trophies shall be known as:-
  - a. Fairest and Best Trophy; and
  - b. Runner Up Trophy
- iii. The remaining trophies shall be named and awarded to any Playing Member who in the opinion of the coach and team manager is deserving of receiving such trophy PROVIDED THAT the Management Committee shall be advised of all such awards and if the Management Committee is in accord with the names of awards and recipients shall add their confirmation thereto.
- iv. In the event of a dispute arising from the naming of a trophy or a proposed recipient, the coach and team manager shall give to the Management Committee their reasons for arriving at such decision but shall be bound by the final decision of the Management Committee.
- v. The supervision of vote counting required for the awards to be given in accordance with Regulation O (ii) shall be the responsibility of the Management Committee who shall provide a sub-committee of three (3) members of the Management Committee to control the counting of votes and the coach and team manager shall be invited to be present during the counting of votes.
- vi. In the event of a tie of votes between players the higher trophy shall be awarded to the player receiving the higher number of five (5) point votes and if this method is insufficient to resolve the tie than a countback of other votes cast in descending point value order shall be continued until the tie is broken and if on the completion of a countback the tie remains unbroken then the players concerned shall share the award.

**P. AWARDS**

The Management Committee shall have the power to bestow awards on members of the Club who in the opinion of the Management Committee are deserving of receiving such awards which shall include, but not be limited to the following:-

- a. Three Year Service Certificates shall be awarded to all playing members who have completed three (3) playing seasons with the Club.
- b. 50 Game Medals shall be awarded to all playing members who have completed 50 matches organised by the EFD FDC.
- c. 100 Game Medals shall be awarded to all playing members who have completed 100 matches organised by the EFD FDC.
- d. 125 Game Medals shall be awarded to all playing members who have completed 125 matches organised by the EFD FDC.
- e. 150 Game Medals shall be awarded to all playing members who have completed 150 matches organised by the EFD FDC.
- f. Service Awards shall be awarded to playing members who have represented the Club in official competition for at least eight seasons PROVIDED THAT service in Auskick does not count towards this award and representation in Under Nines counts for one year only.

The Club's records shall be evidence of playing members qualification for such awards.

**Q. TROPHY NIGHT**

The Management Committee shall arrange a time at which trophies and awards given in terms of Regulations O and P and such other trophies and awards as may be presented by the EFD FDC or other outside bodies.

**R. LIFE MEMBERSHIP**

Life membership of the Club shall be appointed in the manner described in clause 11 (d) of the Constitution.

As life membership is the highest honour that the Club can bestow on its members, it is important that the Management Committee does not view the honour lightly. The following points must be considered before submitting names of members to an Annual General Meeting for confirmation:-

- i. The length of service given to the Club. A minimum of seven (7) years of active involvement as an official of the Club should be seen as a basic requirement.

- ii. The value of service given to the Club. The term “outstanding service” must be a valid descriptor.
  - iii. The manner in which the service given has benefited and furthered the objects of the Club. Just “being involved” is not sufficient.
  - iv. The personal equation of the proposed recipient.
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