



# Constitution

of

FOOTBALL CLUB UNITED of MELBOURNE  
INCORPORATED (t/a ALAMEIN FC)

**2022**

# Constitution

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# **1 Purposes of Club**

## **1.1 Name**

The name of the association is Football Club United Of Melbourne Incorporated (t/a Alamein FC) (the "Club").

## **1.2 Purposes**

The purposes for which the Club is established are to:

- (a) promote and enable participation in Football for women and girls at the highest achievable levels;
- (b) provide high standards of coaching, mentoring and pathways for female participation in Football, whilst remaining a caring and compassionate Club for players, coaches and officials;
- (c) be a member Club of FA and to the extent that it is achievable:
  - (i) comply with the constitution and by-laws of FA and FV;
  - (ii) prevent infringement of the constitution and by-laws of FA and FV and protect Football from abuse;
- (d) participate in other Football competitions and activities including, but not limited to the development of pathways for players, coaches and officials;
- (e) foster friendly relations among the officials and players of Football by encouraging Football games;
- (f) prevent racial, religious, gender or political discrimination or distinction among Football players;
- (g) promote, provide for, regulate and ensure effective management of Football competitions, tournaments and games under the control of or authorised by the Club;
- (h) co-operate with FA, FV and other bodies in the promotion and development of, or otherwise in relation to, Football, the Statutes and Regulations and the Laws of the Game;
- (i) facilitate the provision and maintenance of grounds, playing fields, materials, equipment and other facilities for Football; and
- (j) act in the best interests of the Club and Football.

To avoid doubt, the Club may engage in trade or trading activities consistent with these purposes, including raising funds for the Club's purposes.

## **1.3 Financial Year**

The Financial Year of the Club will begin on 1 January and end on 31 December each year.

**1.4 Alteration of purposes and Constitution**

Subject to **rule 7**, an addition, amendment or alteration of the purposes in **rule 1.2** or of any other rule contained in this Constitution must be approved by Special Resolution.

**1.5 Club bound by the Constitution and Act**

The Club will adhere to the terms of this Constitution, save to the extent that this Constitution is inconsistent with the Act, in which case the Club must comply with the Act.

**2 Income and payments****2.1 Application of income**

All the Club's profits (if any), other income and property, however derived, must be applied only to promote its purposes.

**2.2 No dividends, bonus or profit to be paid to Members**

None of the Club's profits or other income or property may be transferred to the Members, directly or indirectly, by any means.

**2.3 Payments in good faith**

Subject to **rule 11.6**, **rule 2.2** does not prevent the payment in good faith to an officer or Member, to a firm of which an officer or Member is a partner or to a Club of which an officer or Member is a director, member or shareholder:

- (a) of remuneration for services to the Club;
- (b) for goods supplied to the Club in the ordinary course of business;
- (c) of interest on money borrowed from them by the Club at a rate not exceeding the rate fixed for the purposes of this **rule 2.3** by the Club in general meeting; or
- (d) of reasonable rent for premises let by them to the Club.

**3 Membership****3.1 Ongoing Membership and minimum Membership**

- (a) Those persons who were Members of the Club immediately prior to the approval of this Constitution shall continue to be Members of the Club in accordance with **rule 3.2**.
- (b) The Club must have at least 5 Members.

**3.2 Members**

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the rights set out in **rule 10.6**;
- (b) Ordinary Members over 18 years of age who, subject to this Constitution, shall have the right to be present, debate and vote at General Meetings;

- (c) Social Members over 18 years of age being persons other than Ordinary Members who are interested in promoting the Club but who do not participate in the playing activities (including in the role of player, coach or official) of the Club and who shall not be entitled to be present, debate and vote at General Meetings; and
- (d) Junior Members under the age of 18 years who, subject to this Constitution, are not entitled to hold any office, but shall have the right to be present, debate and vote at General Meetings through the Junior Member's Parent or Legal Guardian Representative.

### **3.3 Duration of membership**

A person admitted to membership under **rule 3.2** will be a Member from the time that they are admitted to membership of the Club and cease to be a Member according to rules set out in this Constitution and the By-laws. A person's membership will, subject to this Constitution, run for the duration of the Financial Year in which they were admitted as a Member and ceases on the earlier of their departure from the Club as a player, (or in the case of a Parent or Legal Guardian Representative their child's departure from the Club as a player) or 31 December each year but recommences on 1 January the following year if they (or in the case of a Parent or Legal Guardian Representative their child) continues as a player for the Club in that next year.

### **3.4 Members admitted to membership**

Each Member admitted to membership agrees to be bound by and observe:

- (a) This Constitution;
- (b) The Laws of the Game;
- (c) The Statutes and Regulations and those of the By-Laws expressed to apply to or in relation to Members;
- (d) The Statutes and Regulations and the constitutions and by-laws of FA and FV as enforced from time to time;
- (e) The FV Codes of Behaviour and Rules of Competition, as amended from time to time; and
- (f) The FA Code of Conduct, as amended from time to time,

subject always to the application of the established order of precedence set out in **rule 25.2(a)(iv)**.

### **3.5 Admission of Members**

An individual ("applicant") must either:

- (a) self-register and pay the appropriate fee (if any) through the approved FV registration system (online or otherwise), which registration process includes the applicant agreeing to become a Member of the Club and be bound by this Constitution, the By-laws and the Statutes, Regulations, applicable Codes of Conduct and Behaviour and Rules of Competition (of FA, FV and the Club, as applicable); or



- (b) apply for membership of the Club by application in writing (in the form set out in **Appendix 1** or a form which incorporates the applicant's agreement to the details set out in **Appendix 1**), accompanied by the appropriate fee (if any) and submitted by the applicant or her/their nominated representative and lodged with the Club.

Before admission as a Member, an applicant must complete the approved FV self-registration process (online or otherwise) or a written application which includes an agreement to be bound by this Constitution, the By-laws and the Statutes, Regulations, applicable Codes of Conduct and Behaviour and Rules of Competition (of FA, FV and the Club, under **rule 3.4** as applicable).

Subject to the above and to the prior or concurrent completion of any additional Club membership requirement (if any) which are consistent with the requirements of the approved FV registration process, the applicant becomes a Member of the Club:

- (c) from the time of completion of the approved FV registration process (online or otherwise and including payment), whether by self-registration or registration or approval by a Club official, unless the applicant's application for registration or Club membership is validly refused by the Club including in accordance with the Laws of the Game; or
- (d) if there is no applicable FV registration process for a particular category of membership or competition, at the time of approval of the membership application by the Committee Members or the Club as required.

Life membership is awarded in accordance with **rule 10**.

### **3.6 Ceasing to be a Member**

Subject to **clause 3.3**, a person ceases to be a Member on:

- (a) Resignation, by notice to the Club in writing;
- (b) death;
- (c) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
- (d) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (e) the termination of their membership according to this Constitution; or
- (f) the expiry of the term of their membership according to **rule 3.3**.

### **3.7 No claim against the Club**

No Member whose membership ceases has any claim against the Club or any employee, agent or Committee Members of the Club for damages or otherwise.

**3.8 Limited liability**

Members have no liability to contribute towards the payment of the debts and liabilities of the Club, or the costs, charges and expenses of the winding up of the Club.

**3.9 Members subscriptions**

Membership fees, subscriptions or other amounts payable by Members to the Club shall be determined by the Directors from time to time. To avoid doubt, the Directors or Club must not strike or impose any fee, subscription or other amount on any Member:

- (a) which relates solely or principally to the right to attend, debate or vote in general meeting;
- (b) in addition to the Club's regular membership fee, for the right of a Member to attend, debate or vote in general meeting; or
- (c) in any other ways disassociates attendance, participation or voting rights at general meetings from the usual rights of Members whether they participate in the Club as players, administrators, officials or otherwise.

**3.10 Register of Members**

A register of Members must be kept and contain:

- (a) the name and address of each Member;
- (b) the mobile phone number and email address of each Member (if available);
- (c) the class of membership of the Member (if any);
- (d) the date on which each Member was admitted to membership of the Club;
- (e) in the case of Junior Members, the name of the Parent or Legal Guardian Representative; and
- (f) if applicable, the date of, and reasons for termination of membership.

In addition to the details above, the register must be maintained in the form, and contain such details as may be required by FV from time to time. Information about a person who is no longer a Member of the Club, other than the person's name and the date on which the person ceased to be a Member, must be removed from the register of Members within 14 days of cessation of membership or as otherwise prescribed by the Act.

The Club must provide FV (and to FA if requested by FA) with a copy of its register by 1 February and 1 August each year, certified by the Secretary to be true and correct as at the previous 31 December and 30 June respectively.

The register of Members will be made available for inspection by a Member at a reasonable time (but not copying in any form) within a reasonable time of receipt by the Secretary of a written request made by a Member, subject

always to restrictions on access to personal information available under the Act or otherwise at law.

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## **4 General meetings**

### **4.1 Annual general meeting**

Annual general meetings of the Club are to be held at least once each calendar year according to the Act.

### **4.2 Power to convene general meeting**

The Directors may convene a general meeting when they think fit and must do so if required under the Act.

### **4.3 Use of technology at general meetings**

The Directors may, acting reasonably and in accordance with the Act, determine whether to conduct the meeting in person or via suitable alternative electronic means. A Member not physically present at a general meeting may participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other, subject always to such reasonable requirements regarding the availability and use of such technology as the Directors may reasonably determine.

For the purposes of these rules, a Member participating in this manner is taken to be present at the general meeting and, if the Member votes (by any method available using the relevant technology) at the meeting, is taken to have voted in person (irrespective of whether voting is stated in these rules to be by show of hands or by poll).

### **4.4 Notice of general meeting**

The Secretary must give to each Member of the Club:

- (i) At least 21 days' notice of a general meeting if a special resolution is to be proposed at the meeting; or
  - (ii) At least 14 days' notice of a general meeting in any other case.
- (b) The notice must:
- (i) Specify the date, time and place of the meeting; and
  - (ii) Indicate the general nature of each item of business to be considered at the meeting; and
  - (iii) If a special resolution is to be proposed:
    - (A) State in full the proposed resolution; and
    - (B) State the intention to propose the resolution as a special resolution.
- (c) Notice may be given either by email, website or any other social media.

#### **4.5 Directors entitled to attend general meetings**

A Director is entitled to receive notice of and attend and speak at all general meetings.

#### **4.6 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a general meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of the meeting.

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## **5 Proceedings at general meetings**

### **5.1 Number for a quorum**

Subject to **rule 5.4**, ten (10) by number of those persons who are Members, present and eligible to vote are a quorum at a general meeting.

### **5.2 Requirement for a quorum**

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it.

If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the chair of the meeting (on their own motion or at the request of a Member who is present) declares otherwise.

### **5.3 Quorum and time**

If within 30 minutes after the time appointed for a general meeting a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to those entitled to notice of the meeting.

### **5.4 Adjourned meeting**

At a meeting adjourned under **rule 5.3(b)**, five (5) by number of those persons who are Members and who are present and eligible to vote are a quorum.

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

### **5.5 President to preside over general meetings**

- (a) The President, or in the President's absence, the Vice-President, shall preside as the chair at each general meeting of the Club.
- (b) If the President and the Vice-President are absent from a general meeting, or are unable to preside, the Directors shall appoint a Director to preside as chair for that meeting only.

**5.6 Conduct of general meetings**

The chair of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted;
- (b) may require the adoption of any procedure which is in their opinion necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- (c) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.

A decision by the chair under this rule is final.

**5.7 Adjournment of general meeting**

- (a) The chair of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and any place.
- (c) The chair may, but need not, seek any approval for the adjournment.
- (d) Unless required by the chair, a vote may not be taken or demanded in respect of any adjournment.
- (e) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

**5.8 Notice of adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more.

In that case, the same period of notice as was originally given for the meeting must be given for the adjourned meeting.

**5.9 Questions decided by majority**

Subject to the requirements of the Act or this Constitution requiring a Special Resolution and **rule 1.4**, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

**5.10 Equality of votes no casting vote for chair**

Except on a resolution to elect a Director, if there is an equality of votes, whether on a show of hands or on a poll, the chair of the meeting is not entitled to a casting vote in addition to any votes to which the chair is otherwise entitled.

**5.11 Declaration of results**

- (a) At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution (including a special resolution) has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

**5.12 Poll**

- (a) If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chair and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the meeting continuing for the transaction of any business other than the question on which the poll has been demanded.
- (e) A declaration by the chair that a resolution (including a special resolution) has by poll been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact, subject always to that declaration being made after the votes are counted.

**5.13 Objection to voting qualification**

An objection to the right of a person to attend or vote at the meeting or adjourned meeting:

- (a) may not be raised except at that meeting; and
- (b) must be referred to the chair of the meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

**5.14 Chair to determine any poll dispute**

If there is a dispute as to the admission or rejection of a vote, the chair of the meeting must decide it and their decision made in good faith is final and conclusive.

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## **6 Voting rights of Members**

### **6.1 Votes on show of hands**

On a show of hands each Member entitled to vote under **rule 3.2** (and not otherwise disqualified from voting) and present at a general meeting has one vote, provided always that a Parent or Legal Guardian Representative of a Junior Member has one additional vote for each Junior Member he or she represents.

### **6.2 Votes on a poll**

On a poll each Member entitled to vote under **rule 3.2** (and not otherwise disqualified from voting) and present at a general meeting has one vote, provided always that a Parent or Legal Guardian Representative of a Junior Member has one additional vote for each Junior Member he or she represents.

### **6.3 Parent or Legal Guardian Representative**

- (a) Each Junior Member is entitled to appoint a Parent or Legal Guardian Representative to attend, participate in and vote on their behalf at a general meeting.
- (b) The Parent or Legal Guardian Representative will be any of the named parents or guardians on the Junior Member's registration form, and if more than one Parent or Legal Guardian Representative attends the general meeting only one but not both of them will be entitled to vote on their behalf at a general meeting and in the event of any dispute the voting entitlement will be with the first named parent or guardian on the Junior Member's registration form.
- (c) Each Junior Member may appoint a different Parent or Legal Guardian Representative by either updating their registration on My Football Club or in writing in a form approved by the Board.

### **6.4 Proxy voting**

Proxy voting is permitted at general meetings of the Club.

- (a) Each Member entitled to vote, including Junior Members through their Parent or Legal Guardian Representative, may appoint a Proxy to participate and vote on their behalf at a general meeting.
- (b) The process for appointing a Proxy will be determined by the Directors from time to time and at the very latest, no less than 21 days prior to general meeting in question.

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## **7 FA and FV**

### **7.1 Authority of FA and FV**

Nothing in rule 7 or any other rule in this Constitution shall give any right to FIFA, FA, FV or any other third party to control or otherwise interfere with the operations and affairs of the Club.

## 7.2 Constitution

The Club must:

- (a) be a body corporate or incorporated association to be recognised by FA and/or FV and must have the following characteristics:
  - (i) it organises teams to participate in competitions sanctioned by FV or FA;
  - (ii) all members of its teams are entitled to membership;
  - (iii) Members may vote in an election for any officeholders (whether directly if over 18 years of age or indirectly through their Parent or Legal Guardian Representative if under 18 years of age);
  - (iv) agrees to be bound by the Statutes and Regulations, the Laws of the Game and those FA or FV rules (including the respective constitutions) and by-laws expressed to apply to it; and
  - (v) prevent infringement of the constitutions and by-laws of FA and FV and protect Football from abuse;
- (b) amend:
  - (i) this Constitution; or
  - (ii) the By-laws,

to promptly adopt changes in the constitutions and by-laws of FA and/or FV made from time to time to the extent that they are applicable to the Club. In this clause the reference to changes to by-laws includes additional or replacement by-laws;

FV must consent to any amendment to this Constitution or those By-laws which are required by law.

## 7.3 Enforcement of rules

Subject to applicable law, the Club must:

- (a) promulgate and comply with, and do everything within its power to enforce compliance with, the Statutes and Regulations and the Laws of the Game; and
- (b) co-operate with FA and FV in all matters relating to the organisation of competitions, the Club's own competitions and Football in general.

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## 8 Liquor Licensing

- (a) No officer or servant of the club is to be paid by way of commission or allowance from receipts of the club for the sale and disposal of liquor.
- (b) A visitor to the club must not be supplied with liquor in the club premises unless the visitor is at least 18 years old and:



- (i) A guest in the company of a Member of the club; or
  - (ii) An authorised gaming visitor admitted in accordance with the rules of the club.
- (c) A person who is a visitor shall not:
- (i) Be admitted as a honorary or temporary member of the club; or
  - (ii) Be exempted from the obligation to pay the ordinary subscription for membership of the club unless the person is of a class specified in the rules and admission or exemption is in accordance with the rules.
- (d) The Club must provide a method for keeping of records of guests.

## 9 Disputes

- (a) This **rule 9** applies to a Dispute. In any Dispute, a Member may appoint a person to act on behalf of the Member in the Dispute procedure, and accordingly, a reference to a party to a Dispute includes reference to a person acting on behalf of a Member.
- (b) The parties to a Dispute must meet and discuss the matter in dispute, and, if possible, resolve the Dispute within 14 days after the Dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the Dispute at the meeting or meetings held in accordance with **rule 9(b)**, or if a party fails to attend such a meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (d) The mediator must be an unbiased decision maker and must be:
- (i) a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement:
    - (A) in the case of a Dispute between a Member and another Member, a person appointed by the Directors; or
    - (B) in the case of a Dispute between a Member and the Club, a person appointed by the parties to the Dispute or in the absence of agreement, FV.
- (e) A Member can be a mediator.
- (f) A Member who is a party to the Dispute cannot be a mediator.
- (g) The parties to a Dispute must, in good faith, attempt to settle the Dispute by mediation.
- (h) The mediator, in conducting the mediation, must:

- (i) give the parties to the mediation process reasonable opportunity to be heard; and
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the Dispute throughout the mediation process.
- (i) The mediator must not determine the Dispute.
  - (j) If the mediation process does not result in the Dispute being resolved, the parties may then seek to resolve the Dispute in accordance with the process set out in the Grievance Procedure.

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## **10 Patrons and Life Members**

### **10.1 Appointment and removal of Patrons**

The Directors may appoint and remove Patrons of the Club.

### **10.2 Rights of Patrons**

Patrons are:

- (a) entitled to notice of all general meetings;
- (b) entitled to attend and speak at general meetings; and
- (c) not entitled to vote at any general meeting.

### **10.3 Eligibility for Life Membership**

Any Member or Director may nominate an individual for admission as a Life Member.

### **10.4 Nomination requirements**

A nomination under **rule 10.3** must:

- (a) be in writing in the form determined by the Directors from time to time; and
- (b) set out the reasons why, in the opinion of the nominator, the nominee should be considered for Life Membership.

### **10.5 Admission to Life Membership**

Nominations for admission to Life Membership are to be considered by the Directors at their next meeting after the nomination is received.

In their absolute discretion, and without the need to give reasons for doing so, the Directors may recommend the nomination, or decide not to recommend or submit the nomination, to the next annual general meeting for approval.

A nominee is admitted to Life Membership if:

- (a) The nominee has provided significant service to the Club over a period of at least eight (8) years;
- (b) the Directors recommend that the nominee be admitted to Life Membership; and
- (c) the recommendation is approved by a majority of two-thirds of Members present at the annual general meeting at which the recommendation is considered.

#### **10.6 Rights of Life Members**

Unless also an Ordinary Member a Life Member:

- (a) is not to be counted in a quorum under **rule 5.1**;
- (b) has the right to remain a Life Member until they die or resign their Life Membership or unless they are expelled from the Club;
- (c) subject to any separate agreement with the Club to the contrary, has no obligation, and may not be required, to pay any subscription or other amount;
- (d) is entitled to receive notice of general meetings;
- (e) is entitled to attend and speak at general meetings; and
- (f) is not entitled to vote at any general meeting.

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## **11 Directors**

### **11.1 Number of Directors**

There are to be up to nine (9) Directors comprised as follows:

- (i) the President;
- (ii) the Vice-President; and
- (iii) the Secretary (which is a mandatory position under the Act);
- (iv) The Treasurer (which is a mandatory position under the Act); and
- (v) Five (5) other general committee members, who may have specific roles or titles as determined by the Committee; and

who must, unless otherwise approved by the Members in General meeting [by a special resolution] all be Ordinary Members (or a Parent or Legal Guardian Representative) and who shall be elected under **rule 11.2**. A Director elected initially when an Ordinary Member (or a Parent or Legal Guardian Representative) may, with the approval of the other Directors, serve

the remainder of the term of their office if they cease to be an Ordinary Member (or a Parent or Legal Guardian Representative, unless that Parent or Legal Guardian Representative's child has ceased playing for the Club and has joined another club which is either an NPLW club or competitor to the Club, in which case that Parent or Legal Representative will be deemed to have immediately resigned as a Director and may not serve the remainder of their term). An Ordinary Member who is 18 years or older may nominate (or revoke such nomination) in writing to the Club that a parent or legal guardian may continue to be that Member's Parent or Legal Guardian Representative for the purposes of this constitution.

## 11.2 Elections

- (a) A Member or a Director may nominate a person for election as a Director (including as President). A nomination must be in writing and signed by the nominator and nominee.
- (b) If insufficient nominations are received to fill all available Director vacancies the candidates nominated shall, subject to declaration by the chair, be deemed to be elected.
- (c) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the chair, be deemed to be elected.
- (d) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy.
- (e) Elections shall be conducted by such means as is prescribed by the Directors subject to **Rule 11.2(f)** and subject to the principle that each Member will be entitled to vote in the election.
- (f) In the case of an election where **Rule 11.2(d)** applies, the Members eligible to vote for:
  - (i) the President, Vice-President, Treasurer, Secretary and Committee Members.
- (g) All elections must be held and determined at the Annual General Meeting by 31 May each year or as soon thereafter as is practicably possible.

## 11.3 Term of office

Directors shall hold office for a term of two years and subject to this Constitution (including the Transitional Provisions in **Rule 12.1**) shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the second following Annual General Meeting.

## 11.4 Maximum term of office

- (a) Subject to rule 11.4(b), unless otherwise approved by the Members in General meeting, a Director may not serve more than three consecutive terms as a Director.

- (b) If a Director has served three consecutive terms, he or she may only nominate to be elected as a general committee member for their fourth term, and following which they may not be elected as a Director again until the expiration of twelve months after the end of their fourth term of office.

#### **11.5 Casual vacancy**

- (a) The Directors may at any time (and if the vacancy is for the position of Secretary, must, within 14 days as required by the Act) appoint a person to be a Director to fill a casual vacancy.
- (b) A Director appointed under this rule holds office until the end of the term of the Director in whose place they were appointed.
- (c) Service as a Director under this rule is a full term of office for the purposes of **rule 11.3**.

#### **11.6 Remuneration of Directors**

A Director may not be paid for services as a Director but, with the approval of the Directors, may be reimbursed by the Club for their reasonable expenses when:

- (a) travelling to or from meetings of the Directors, a Committee or the Club;  
or
- (b) otherwise engaged on the affairs of the Club.

#### **11.7 Vacation of office**

The office of a Director becomes vacant when the Director:

- (a) is disqualified by the Act from being a Director or is otherwise taken to have vacated their office as a Director under the Act;
- (b) is removed by a Special Resolution of the Directors;
- (c) is disqualified by the Corporations Act from being a director;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (e) resigns office by notice in writing to the Club; or
- (f) has served the maximum term permitted under rule 11.4;
- (g) has (or in the case of a Parent or Legal Guardian their child has) ceased playing for the Club and has (or in the case of a Parent or Legal Guardian their child has) joined another club which is either an NPLW club or competitor to the Club; or
- (h) is not present personally at three consecutive Directors' meetings without leave of absence from the Directors.

### **11.8 Directors to be bound by Club, FV and FA Rules**

By accepting office, each Director agrees to be bound by and observe:

- (a) this Constitution;
- (b) the Statutes and Regulations and those of the By-Laws expressed to apply to or in relation to Directors of Clubs;
- (c) the Statutes and Regulations and the constitutions and by-laws of FA and FV as enforced from time to time;
- (d) the FV Codes of Behaviour and Rules of Competition, as amended from time to time; and
- (e) the FA Code of Conduct, as amended from time to time.

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## **12 Powers and duties of Directors**

### **12.1 Transitional Provisions**

In order to give effect to this Constitution, the following Transitional Provisions will apply:

- (a) Notwithstanding any other provision, upon adoption of this Constitution, the Directors in office will be those individuals named in Appendix 3 "Continuing Directors".

### **12.2 Directors to manage Club**

The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in general meeting. The Secretary must do those things required to be carried out by the Secretary of an association under the Act.

### **12.3 Minutes**

The Directors must cause accurate minutes of meetings (both general and directors') to be made and kept according to the Act.

### **12.4 Signing Cheques and other negotiable instruments**

Cheques and other negotiable instruments must be signed by at least two Directors nominated by the Directors.

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## **13 Proceedings of Directors**

### **13.1 Directors meetings**

The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit. The Directors consent, by accepting nomination as a Director, to meetings being held using any technology that allows the Directors to clearly and simultaneously communicate with each other participating Director. A Director who participates in a meeting in this manner is taken to be present at the meeting. To avoid doubt, this includes meetings held by telephone and/or video conferencing.

**13.2 Questions decided by majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present and entitled to vote.

**13.3 Chair's casting vote**

The chair of the meeting has a casting vote.

**13.4 Quorum**

Until otherwise determined by the Directors, three (3) Directors (at least two of whom are entitled to vote) present in person or by proxy is a quorum.

**13.5 Effect of vacancy**

The continuing Directors may act despite a vacancy in their number. If the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to the number required for a quorum or to convene a general meeting.

**13.6 Director attending and voting by proxy**

A Director may attend and vote by proxy at a Directors' meeting if the proxy:

- (a) is another Director; and
- (b) has been appointed in writing signed by the appointor in the form set out in **Appendix 2** or a similar form approved by the Directors.

The appointment must be for a particular meeting.

**13.7 Convening meetings**

A Director may, and the Secretary on the request of a Director must, convene a Directors' meeting.

**13.8 President to preside at Directors' meeting**

The President (and in his or her absence the Vice-President) is entitled to preside at Directors' meetings.

If the President and the Vice-President are not present and able and willing to act within 15 minutes after the time appointed for a meeting or have signified an intention not to be present and able and willing to act, the Directors shall appoint a Director to preside as chair for that meeting only.

**13.9 General Manager**

The Directors may delegate any of their powers to a general manager ("General Manager") or other such persons they think fit, and may revoke that delegation.

**13.10 Powers delegated to General Manager**

- (a) A person that has powers delegated pursuant to **rule 13.9** must exercise the powers delegated to it according to the terms of the delegation and to any directions of the Directors.

- (b) Powers delegated pursuant to **rule 13.9** are taken to have been exercised by the Directors.
- (c) A delegation made pursuant to **rule 13.9** must be in writing.

#### **13.11 Working Groups and Subcommittees**

The Directors may delegate any of their powers to Working Groups ("Subcommittees") consisting of those persons they think fit and may revoke or amend that delegation. Each Director must be invited to be a member of a Subcommittee and at least one Director must be appointed to each Subcommittee.

#### **13.12 Powers delegated to Subcommittees**

A Subcommittee must exercise the powers delegated to it according to the terms of the delegation and to any directions of the Directors.

Powers delegated to and exercised by a Subcommittee are taken to have been exercised by the Directors.

#### **13.13 Subcommittee meetings**

Subcommittee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

#### **13.14 Circulating resolutions**

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors who are 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.

Separate copies of the document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

The resolution is passed when the last Director signs.

#### **13.15 Validity of acts of Directors**

Everything done at a Directors' meeting or a Sub-Committee meeting, or by a person acting as a Director (including the Secretary), are valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

#### **13.16 Conflicts of interest**

A Director who has a material personal interest in a matter being considered at a Directors' meeting must, as soon as the Director becomes aware of his or her interest in the matter, disclose the nature and extent of that interest to the Directors.

The interested Director must not be present while the matter is being considered at the meeting and must not vote on the matter.

Any such material personal interest must otherwise be dealt with in accordance with the Act



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## **14 Secretary and Treasurer**

### **14.1 Election and Appointment of Secretary**

There must be a Secretary of the Club (who is a Director) who must be:

- (a) over 18 years of age;
- (b) resident in Australia and , is the person elected or appointed in accordance with these rules

### **14.2 Election and Appointment of Treasurer**

There must be a Treasurer of the Club (who is a Director) who must be:

- (a) over 18 years of age;
- (b) resident in Australia and is the person elected or appointed in accordance with these rules.

### **14.3 Vacation in office of Secretary/ Treasurer**

The office of Secretary or Treasurer is vacated if the Secretary or Treasurer ceases to reside in Australia or otherwise in accordance with **rule 11.7**.

### **14.4 Powers, duties and authorities of Secretary**

The Secretary or Treasurer holds office on the terms and conditions and with the powers, duties and authorities set out under the Act and otherwise as determined by the Directors.

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## **15 By-laws**

### **15.1 Making and amending By-laws**

The Directors may from time to time make By-laws which in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and may amend, repeal and replace those By-laws.

The Club in general meeting, may amend, repeal and replace any By-law made by the Directors, but that does not affect the validity of anything previously done by the Directors or anyone under that By-law.

### **15.2 Effect of By-law**

A By-law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

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## **16 Seals**

### **16.1 Safe custody of common seals**

The Directors must provide for the safe custody of any seal of the Club.

**16.2 Use of common seal**

If the Club has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director or another person appointed by the Directors to countersign that document or a class of documents in which that document is included or as otherwise authorised under the Act.

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**17 Funds****17.1 Source of Funds**

The funds of the Club are to be derived from fees paid by Members and any other sources the Directors determine.

**17.2 Funds management**

- (a) The funds of the Club are to be used solely for the purposes specified in rule 2.1 in any manner the Directors determine.
- (b) The Club must open and maintain an account with an Australian trading bank from which all expenditure of the Club is made and into which all of the Club's revenue is deposited.
- (c) Subject to any restrictions imposed by a general meeting of the Club, the Committee may approve expenditure on behalf of the Club.
- (d) All funds of the Club must be deposited into the financial account of the Club no later than 5 working days after receipt.

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**18 Financial records**

- (a) The Club must keep financial records that—
  - (i) correctly record and explain its transactions, financial position and performance; and
  - (ii) enable financial statements to be prepared as required by the Act.
- (b) The Club must retain the financial records for 7 years after the transactions covered by the records are completed.
- (c) The Treasurer must keep in his or her custody, or under his or her control—
  - (i) the financial records for the current financial year; and
  - (ii) any other financial records as authorised by the Committee.

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## **19 Inspection and copying of and access to records**

### **19.1 Inspection by Members**

Subject to the Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records, securities and other relevant documents of the Club or any of them will be open for inspection, copying or access by the Members.

### **19.2 Right of a Member to inspect, copy or access documents**

On request, a Member is entitled to have access to and may copy these rules and the minutes of general meeting (including the annual financial statements of the Club submitted at the general meeting). A Member does not otherwise have the right to inspect, copy or have access to any financial records, securities or other relevant document of the Club (including minutes of Directors' meetings) except as provided by law or authorised by the Directors.

### **19.3 Custody of documents**

The Secretary or Treasurer must keep in his or her custody or control the financial records of the Club for the current financial year and any other financial records as authorised by the Directors. Except as otherwise provided in these rules, the Secretary or Treasurer must keep in his or her custody or under his or her control all books, financial records, securities and other documents of the Club.

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## **20 Service of documents**

### **20.1 Document includes notice**

In this **rule 20, document** includes a notice.

### **20.2 Methods of service**

The Club may give a document to a Member:

- (a) personally; or
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member; or
- (d) by posting it on the Club's website.

### **20.3 Methods of service on the Club**

A Member may give a document to the Club by:

- (a) delivering it to the Registered Office; or
- (b) sending it by post to the Registered Office; or
- (c) sending it to a fax number or electronic address nominated by the Club.

**20.4 Post**

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second day after the date of its posting.

**20.5 Fax or electronic transmission**

If a document is sent by fax or electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) have been delivered on the day following its transmission.

**21 Indemnity****21.1 Indemnity of office holders**

Every person who is or has been a Director or other office holder of the Club (as defined in the Act) is entitled to be indemnified out of the property of the Club against:

- (a) every liability incurred in good faith by the person in that capacity (except a liability for legal costs); and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

- (c) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
- (d) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

**21.2 Insurance**

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or other office holder of the Club against liability incurred by the person in that capacity, including a liability for legal costs, unless the:

- (a) Club is forbidden by statute to pay or agree to pay the premium; or
- (b) contract would, if the Club paid the premium, be made void by statute.

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## **22 Winding up**

### **22.1 Contributions of Members on winding up**

Each Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.

This contribution is for:

- (a) payment of the Club's debts and liabilities contracted before their membership ceased;
- (b) the costs of winding up; and
- (c) adjustment of the rights of the contributories among themselves,

and the amount is not to exceed \$1.00.

### **22.2 Excess property on winding up**

If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

- (a) having purposes similar to those of the Club; and
- (b) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under this Constitution.

That body is, or those bodies are, to be determined by the Members at or before the time of dissolution or, failing that a determination, by a judge who has or acquires jurisdiction in the matter.

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## **23 Financial statements**

The Directors must cause the financial statements of the Club to be kept, disclosed, reported and otherwise dealt with (which may include the financial statements being reviewed or audited) in compliance with the Act.

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## **24 Disciplining of members and others**

### **24.1 Introduction**

This rule sets out the procedure for dealing with disciplinary matters including the process for:

- (a) establishing a Judiciary Panel to hear disciplinary matters of the Club; and
- (b) the procedures of that Judiciary Panel to hear and determine disciplinary matters of the Club.

### **24.2 Judiciary Panel**

The Judiciary Panel shall be convened and function as follows.

- (a) The Directors may convene a Judiciary Panel of at least 3 persons (being unbiased decision makers), on such terms and for such purpose(s) as is required. One member of each Judiciary Panel appointed shall act as Judiciary Panel Secretary and keep records of all investigations and decisions. A decision by the Directors (acting reasonably) as to the persons appointed to the Judiciary Panel being unbiased decision makers and the terms of reference for the Judiciary Panel to investigate will be final.
- (b) Where any one or more Directors is the subject of a disciplinary action those Directors who are not the subject of the disciplinary action may make the determination as to the persons comprising the Judiciary Panel and the terms of reference for the Judiciary Panel to investigate and/or determine.
- (c) The jurisdiction of a Judiciary Panel shall be limited to matters referred to it by the Directors in accordance with the Constitution and this rule.
- (d) Every referral to a Judiciary Panel shall clearly set out the matter(s) required to be investigated and/or determined by the Judiciary Panel.
- (e) Upon a referral to a Judiciary Panel the Judiciary Panel shall appoint a chair and Judiciary Panel Secretary and, as soon as practicable thereafter, appoint a time and place suitable to the Judiciary Panel for the proceedings.
- (f) A Judiciary Panel shall conduct any referral to it within such reasonable time as the Directors direct, provided always that a concerned person may apply for an adjournment of up to 5 working days by application in writing to the Judiciary Panel chairperson. Such application must be received at least 2 working days prior to commencement of proceedings.
- (g) A Judiciary Panel shall have power to require the attendance of any Member, relevant witness or Club representative at any proceedings before it. Notice shall be given in accordance with this rule. Where a person who is required to attend, fails to attend without reasonable excuse, the Judiciary Panel may draw such inferences from that failure to attend as it considers reasonable.
- (h) The quorum for a Judiciary Panel shall be determined by the Directors.

### **24.3 Proceedings**

The proceedings of a Judiciary Panel shall be conducted as follows.

- (a) Upon receipt of a referral the Judiciary Panel may request the party or parties concerned in the referral appear before it. Such request shall be in writing either delivered personally or in appropriate cases by post or facsimile or email to the appropriate address or facsimile number of the party or parties concerned. The Judiciary Panel shall inquire into, or determine, the matters in question.

- (i) A notice given by post shall be deemed to have been given on the day following the day on which it was posted.
  - (ii) A notice given by facsimile or email shall be deemed to be given upon receipt of a confirmation report confirming the facsimile was received at the facsimile number or where the email was not automatically confirmed undeliverable at the email address to which it was sent.
- (b) Proceedings shall take place as soon as practicable. All parties concerned shall be given at least 7 days' notice of the proceedings by the Judiciary Panel. The notice shall:
  - (i) be in writing;
  - (ii) state that the party or parties concerned are required to appear and in what capacity;
  - (iii) state the nature of the proceedings and the matters or alleged offence(s) the subject of investigation or determination, the possible penalty or penalties and the date, place and time of the hearing; and
  - (iv) be delivered in accordance with **rule 24.3(a)** above.
- (c) Persons appearing before the Judiciary Panel shall be entitled to call witnesses but must state their case in person unless the Judiciary Panel has permitted representation through an advocate. No person appearing before the Judiciary Panel shall be entitled to legal representation as of right at the proceedings. The chairperson will consider all requests for legal representation made by a party but the decision to allow legal representation is at the sole discretion of the chairperson. The chairperson is not required to give reasons for such decision. The person appearing before the Judiciary Panel and his/her witnesses shall be given a full opportunity to be heard. In his/her absence, or in the absence of his/her witnesses, a decision may be made by default. Before making a decision in default of appearance, the Judiciary Panel must satisfy itself that the party concerned was aware of the time, date and place of hearing and had been requested to appear in accordance with this rule.
- (d) The Judiciary Panel chairperson shall announce the opening of the proceedings, stating the Judiciary Panel's authority, jurisdiction, composition and the nature and purpose(s) of the proceedings.
- (e) The procedure to be followed at proceedings shall be clearly explained by the Judiciary Panel chairperson. The Judiciary Panel chairperson shall state who is entitled to be present during proceedings including during evidence and submissions.
- (f) The matter(s) the subject of proceedings shall then be read to the person(s) concerned. The body or person reporting the matter(s) the subject of the proceedings shall be given the opportunity to report the

circumstances of those matter(s). The person(s) concerned will be given the opportunity to respond to this report and present evidence and submissions as to their view of the circumstances of those matter(s). Any witnesses called by either the reporting body or the person(s) concerned will be given the opportunity to give evidence or make submissions. Witnesses may be questioned on their evidence. Evidence and/or submissions may be tendered in writing.

- (g) The Judiciary Panel will consider the evidence presented. The Judiciary Panel may adjourn the hearing if necessary to do so. No other person shall be present or partake in any discussion with the Judiciary Panel at this time. If the Judiciary Panel finds an offence has not been committed or not proved it will advise the Directors and dismiss the charge accordingly.
- (h) If the Judiciary Panel finds an offence has been committed or proved it may impose, in its discretion, an appropriate penalty or penalties. It may also report its findings to the Directors with such recommendations as it considers appropriate.
- (i) The Judiciary Panel chairperson will declare the proceedings closed in his or her discretion once all evidence and witnesses have been heard and a reasonable opportunity has been given for witnesses to be questioned.
- (j) If a decision cannot be given immediately after proceedings, the relevant party or parties must be advised of the time and place at which the decision will be given. The decision, any penalty and notice of the person's appeal rights shall be given in writing and signed by the Judiciary Panel chairperson.
- (k) Every decision of a Judiciary Panel under this rule shall be conveyed in writing to the parties concerned.
- (l) The Directors must act in accordance with the recommendations of the Judiciary Panel made in accordance with this rule, and may adopt other suggestions made by the Judiciary Panel.

#### **24.4 Penalties**

- (a) Penalties which may be imposed include (but are not limited to):
  - (i) a reprimand;
  - (ii) suspension, from activities of the Club, including but not only from matches or other events or competitions, on such terms and for such period as the Judiciary Panel thinks fit;
  - (iii) exclusion from a particular competition, activity, event or events;
  - (iv) expulsion from the Club;



- (v) a fine, imposed in such manner and in such amount as the Judiciary Panel thinks fit, up to any maximum amount set out under the Act or related statutory regulations; or
  - (vi) such combination of any of the above penalties as the Judiciary Panel thinks fit.
- (b) During proceedings, the subject(s) of the proceedings may be suspended, on such terms and for such period as the Judiciary Panel thinks fit and shall remain under suspension unless the Judiciary Panel decides otherwise.

#### **24.5 Effect of Penalty**

- (a) Where a Member is suspended under this rule, all rights and privileges of that Member shall be forfeited, either partially or completely, during the period of suspension. In the case of complete suspension, a Member shall also forfeit all Club rights during the currency of the suspension.
- (b) Where a Member is expelled under this rule his or her membership of, and representation rights and privileges in, the Club shall be forfeited immediately and membership shall cease. Without limiting the foregoing provisions, where the person the subject of a disciplinary matter is a Junior Member's Parent or Legal Guardian Representative the Judiciary Panel may expel or suspend just that Parent or Legal Guardian Representative's membership rights under this Constitution and/or make.
- (c) There is no right of appeal against a decision of a Judiciary Panel under this rule.

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## **25 Definitions and interpretation**

### **25.1 Definitions**

In this Constitution unless the contrary intention appears:

**Act** means the Associations Incorporation Reform Act 2012 (Vic). (The Act is available from the Consumer Affairs website [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) )

**Board** or **Committee** means the board of management of the Club elected pursuant to rule 11 of this Constitution.

**By-law** means a by-law made under this Constitution.

**Club** means Football Club United Of Melbourne Incorporated (t/a Alamein FC).

**Constitution** means this constitution as amended from time to time, and a reference to a particular rule is a reference to a rule of this Constitution.

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

**Director** means a director of the Club (and is the same as a reference to a 'committee member' or a 'member of the committee' under the Act).

**Directors** means all or some of the directors of the Club acting as a board (and is the same as a reference to the 'committee' under the Act).

**Dispute** means a dispute under this Constitution between:

- (a) a Member and another Member; or
- (b) a Member and the Club.

**FA** means Football Australia Limited ABN 28 106 478 068.

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

**Football** means "Association Football" as recognised by FIFA from time to time. To avoid doubt, at the date of incorporation of the Club or the date of adoption of this Constitution, Football includes the games of Football, soccer football, indoor or 5 a side (Futsal) Football and beach Football.

**FV** means Football Victoria Incorporated.

**Grievance** has the meaning given to that term in the Grievance Procedure;

**Grievance Procedure** means the procedures in the FV Grievance, Disciplinary, Tribunal By-Law, as amended from time to time.

**Junior Member** means a player, coach or official of the Club under **rule 3.2(d)**.

**Laws of the Game** means the rules of Football referred to in the Statutes and Regulations.

**Life Member** means a person admitted as such under **rule 10**.

**Member** means a member of the Club admitted to membership under **rule 3.2**.

**Ordinary Member** means a player, coach or official of the Club under **rule 3.2(b)**.

**Patron** means any person of influence or support appointed by the Club as a Patron of the Club under **rule 10**.

**President** means the elected or appointed President of the Club from time to time.

**Secretary** has the elected or appointed secretary of the Club from time to time and meaning and functions accorded to that office as set out in the Act.

**Registered Office** means the registered address of the Club from time to time.

**Registrar** has the meaning given to it in the Act.

**Social Member** means a Member under **rule 3.2(c)**.

**Special Resolution** means a resolution passed by at least 75% of the votes cast by persons entitled to vote on the resolution, or such other meaning given to it in the Act.

**State** means the State of Victoria.

**Statutes and Regulations** means the Statutes and Regulations of FIFA in force from time to time.

## 25.2 Interpretation

(a) In this Constitution:

- (i) **(presence of a Member)** a reference to a Member present at a general meeting means the Member present in person, by proxy, attorney or by a Parent or Legal Guardian Representative in the case of a Junior Member;
- (ii) **(annual general meeting)** a reference to an annual general meeting in a calendar year, is a reference to the annual general meeting required to be held by the Club in that calendar year under the Act; and
- (iii) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement.
- (iv) **(precedence)** unless contrary to law or expressly stated to the contrary, in the event of inconsistency between any Statutes, Rules, Regulations, Laws, Policy or other governing document of a relevant body or bodies, the relevant governing document of the relevant body applies in accordance with the established order of precedence within the sport of football, from international, national, state and regional, down to local level.

(b) In this Constitution unless the contrary intention appears:

- (i) **(gender)** words importing any gender include all other genders;
- (ii) **(person)** the word "person" includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (iii) **(successors)** a reference to an organisation includes a reference to its successors;
- (iv) **(singular includes plural)** the singular includes the plural and vice versa;
- (v) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (vi) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (vii) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may

be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and

- (viii) **(writing)** “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

### **25.3 Corporations Act**

In this Constitution unless defined to the contrary herein a term or expression has the same meaning as that term or expression is defined in the Corporations Act.

### **25.4 Headings**

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

### **25.5 “Include” etc.**

In this Constitution the words “include”, “includes”, “including” and “for example” are not to be interpreted as words of limitation.

### **25.6 Powers**

A power, an authority or a discretion reposed in a Director, the Directors, a Sub-Committee, the Club in general meeting or a Member may be exercised at any time and from time to time.

**APPENDIX 1 – APPLICATION FOR MEMBERSHIP of Football Club United Of Melbourne Incorporated (t/a Alamein FC)**

**(For use when the applicant is not self-registering via the approved FV registration system (online or otherwise) or if otherwise required by the Club)**

I,....., of .....apply to become a  
(name) (address)  
member of ..... Incorporated  
(name of Club)

I agree to be bound by and observe the following (for the time being in force and applicable to me as a Member of the Club or a registered participant):

- (a) this Constitution;
- (b) the Laws of the Game;
- (c) the Statutes and Regulations and those of the By-Laws expressed to apply to or in relation to Members;
- (d) the Statutes and Regulations and the constitutions and by-laws of FA and FV as enforced from time to time;
- (e) the FV Codes of Behaviour and Rules of Competition, as amended from time to time; and
- (f) the FA Code of Conduct, as amended from time to time.

.....  
Signature of applicant

Date .....

If the applicant is under 18 years of age, I acknowledge and agree personally and on behalf of the applicant to be bound by and observe the constitution, rules, regulations, statutes, by-laws and codes set out above.

.....  
Signature of Parent or Legal Guardian Representative (if applicant under 18 years)

Date .....

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**APPENDIX 2 – FORM OF APPOINTMENT OF PROXY**

I, .....  
(name)

of .....  
(address)

being a Member of Football Club United Of Melbourne Incorporated (t/a Alamein FC).

appoint .....  
(name of proxy holder)

of .....  
(address of proxy holder)

being a Member of that Club, as my proxy to vote for me on my behalf at

the .....  
(meeting e.g. Annual General Meeting)

of the Club to be held on .....  
(date of meeting)

and at any adjournment of that meeting.

My proxy is authorised to vote in favour of/against\* the following resolution (insert details of resolution).

.....  
Signed  
Date

\* Delete if not applicable

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**APPENDIX 3 – CONTINUING DIRECTORS**

The Committee of management will consist of the following persons:

<b>Position</b>	<b>Director</b>	<b>Initial Term Expiry- the earlier of:</b>	<b>Continuing Director</b>
<b>President</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Kathy Stamatopoulos
<b>Vice-President</b>	N/A		Vacant
<b>Secretary</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Nicole Webster
<b>Treasurer</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Jim Goulas
<b>Committee Member</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Bill Gaganis
<b>Committee Member</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	George Barkas
<b>Committee Member</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	James Billimoria
<b>Committee Member</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Emma-Jane Stevens
<b>Committee Member</b>	Elected Director 30/5/2022	30/5/2024 or the 2024 AGM	Brad Gibson