

**TINGARA NETBALL CLUB (INC)**

# **CONSTITUTION**



2<sup>nd</sup> Revision  
November 2011

# TINGARA NETBALL CLUB (INC)

## CONSTITUTION

### 1. NAME

The name of the club is Tingara Netball Club (Inc), hereinafter referred to as the “Club”.

### 2. DEFINITIONS AND INTERPRETATION

**2.1** In this Constitution, the following terms have the following meanings (unless the context otherwise requires):

**Act** means Associations Incorporation Act 1987 (WA) or any other act under which the Club may be incorporated from time to time.

**By-laws** means the By-laws of the Club in operation from time to time

**Club** means the Tingara Netball Club (Inc).

**Club Area** means the southern suburbs of Perth, Western Australia or such smaller area as may be determined by the Management Committee from time to time;

**Constitution Change Motions** means motions as defined in Rule 17.1.

**Executive Committee** means the executive committee referred to in Rule 12.

**Financial Year** means the 12 month period ending 30 September each year.

**FNA** means Fremantle Netball Club (Inc.).

**Junior Member** means a junior member of the Club as defined in Rule 7.4(c).

**Life Member** means a life member of the Club as defined in Rule 7.4(e).

**Management Committee** means the management committee referred to in Rule 10.

**Member** means a member (of any category) of the Club as defined in Rule 7.4.

**Netball** means the game of netball as determined by the International Federations of Netball Associations.

**Netball WA** means Netball WA (Inc.)

**Officer** means an officer of the Management Committee as defined to in Rule 10.

**Ordinary Member** means an ordinary member of the Club as defined in Rule 7.4(a).

**Parent Member** means a parent member of the Club as defined in Rule 7.4(d).

**Social Member** means a social member of the Club as defined in Rule 7.4(b).

**Uniform** means the black and white playing uniform of the Club as adopted from time to time.

**2.2** In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) references to persons include corporations and bodies politic;

(f) references to a person include the legal personal representatives, successors and permitted assigns of that person;

- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (h) a reference to "notice", "writing" or "printing" shall unless the contrary intention appears, be construed as including references to lithography, photography and other modes of representing or reproducing words or notices in a visible form, including messages or notices sent by electronic mail, electronic networking forums and mobile phone texting;
- (g) Where there is any inconsistency between this Constitution and any By-laws or other rules or policies of the Club, this Constitution shall take priority.

**2.3** If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the rule or phrase can not be so read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution.

### **3. OBJECTS**

The objects of the Club are to:

- (a) foster, promote, develop and manage the game of Netball in the Club Area;
- (b) become affiliated with or subscribe to FNA or any other association or bodies whose objects are similar to the objects of the Club (including Netball WA) and if thought fit to withdraw or retire from any such associations or bodies;
- (c) abide by the official rules, policies and codes of conduct of FNA and Netball WA;
- (d) promote and conduct Netball competitions and events at all levels in the Club Area;
- (e) manage the representation of the Club in Netball events;
- (f) use and protect the intellectual property of the Club in the pursuit of these objects and the sport Netball;
- (g) promote and protect the interests of all Members.

### **4. GENERAL POWERS**

**4.1** Solely for furthering the objects set out above the Club has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under the Corporations Act.

**4.2** The Club is empowered to do all things necessary which are incidental to and necessary for the attainment of the objects of the Club.

### **5. PROPERTY OF THE CLUB AND HEAD OFFICE**

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

**5.2** The head office of the Club is to be located in the Club Area.

## **6. POWERS OF THE CLUB**

The powers of the Club (as conferred by Section 13 of the Act) are as follows:

- (a) to acquire, hold, lease, sub-lease, licence, sub-licence, deal with, and dispose of any real or personal property;
- (b) to open and operate bank accounts;
- (c) to invest its money:
  - (i) in any security in which trust moneys may be invested; or
  - (ii) in any other manner authorised by the rules or By-laws of the Club;
- (d) to raise and borrow money upon such terms and conditions as the Club thinks fit;
- (e) to give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (f) to appoint agents, contractors and employees to transact any business of the Club on its behalf for reward or otherwise;
- (g) to build, construct, erect, maintain, alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Club;
- (h) to accept donations and gifts in accordance with the objects of the Club;
- (i) to print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Club;
- (j) to provide gifts and prizes in accordance with the objects of the Club;
- (k) to organise social events for Members and the promotion of the Club; and
- (l) to enter into any other contract or to do any thing that the Club considers necessary or desirable which are incidental to for the attainment of the objects of the Club.

## **7. MEMBERSHIP**

**7.1** Membership shall be open to any person who wishes to play Netball or further the interests of the Club.

**7.2** Any person seeking membership shall make application to the Management Committee, and the Management Committee shall determine whether the application is successful or not.

**7.3** Each Member shall be:

- (a) bound by the Constitution, By-laws, rules, codes of conduct and policies of the Club.
- (b) liable for such fees, charges, fines and subscriptions as may be fixed by the Club from time to time.
- (c) entitled to all advantages and privileges of membership.
- (d) entitled to hold office in the Club, other than Junior Members.

### **7.4 Membership Categories:**

There shall be the following categories of membership of the Club:

#### **(a) Ordinary Member**

Any adult person who is a playing member of the Club.

#### **(b) Social Member**

Any adult person other than an Ordinary, Life or Parent Member who is interested in promoting the Club, but who does not wish to participate in the playing activities of the Club.

**(c) Junior Member**

Any playing member under the age of 18 years but at least the minimum age for playing under the rules of FNA. Junior Members shall have no voting rights nor be entitled to hold any office in the Club.

**(d) Parent Member**

Any parent or guardian of a Junior Member as so nominated on the Junior Member's application for membership to the Club (and if two or more parents or guardians are so nominated, then the parent or guardian who is first nominated on the application form).

**(e) Life Member**

Any person elected as a life member of the Club.

**7.5 Life Membership**

The Management Committee may elect any member as a Life Member who has given outstanding service to the Club. Any Member may nominate a person to the Management Committee for consideration for life membership. The By-laws shall set guiding criteria for qualifying for life membership.

**7.6 Patron**

The Club may, at its discretion, elect a patron(s) or vice patron(s) of the Club for such period as may be deemed necessary. Such patron(s) or vice patron(s) shall not be eligible to vote unless they are current Members of the Club under any category of membership.

**Other**

**7.7** The Management Committee shall appoint an Officer of the Management Committee to maintain an up-to-date register of Members of the Club.

**7.8** Subject to Rule 7.12, a Member may at any reasonable time inspect (but not copy) the records and documents of the Club, other than any records of the Management Committee meetings and private information that that are deemed inappropriate for public release.

**7.9** The form(s) of application to become a Member of the Club shall be determined by the Management Committee from time to time.

**7.10** The liability of the Members of the Club is limited.

**7.11** All playing Members must be amateurs.

**7.12** The Secretary, upon request, must make the register of Members of the Club available for the inspection of any Member. The Member may make a copy of, or take an extract from, the register but shall have no right to remove the register for that purpose.

**8 SUBSCRIPTION FEES**

**8.1** The annual membership subscription fees and any other levies payable by Members (or

any category or sub-category of Members) of the Club, the basis of, the time for and manner of payment shall be as determined by the Management Committee from time to time. However, the following categories of Members shall have no annual membership subscriptions:

- (a) Life Members
- (b) Parent Members (beyond what is paid for Junior Members)

**8.2** Any Member who has not paid all monies due and payable by that Member to the Club shall (subject to the Management Committee's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until such time as the monies are fully paid or otherwise in the Management Committee's discretion. In the meantime, the Member shall have no automatic obligation to resign from the Club, and shall be dealt with in the Management Committee's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member as a Member, or impose such other conditions or requirements as the Management Committee considers appropriate.

## **9 TERMINATION OF MEMBERSHIP**

**9.1** Any person's membership may be terminated by the following events:

- (a) the Member's resignation
- (b) the expulsion of the Member
- (c) the abandonment by the Member of the Club

**9.2** The Management Committee shall (after having undertaken due inquiry) have the power to suspend or expel any Member of the Club for:

- (a) any of the events described in Rule 8.2
- (b) false or inaccurate statements made in the Member's application for membership of the Club that are of a material nature,
- (c) material breach by the Member of any rule, policy, code of conduct or By-law of the Club and
- (d) by any act of the Member that is substantially detrimental to the Club.

**9.3** Any Member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose, and the decision of the General Meeting shall be final.

## **10 MANAGEMENT COMMITTEE**

**10.1** Management of the Club shall be vested in the Management Committee elected by the Members at the Annual General Meeting. The positions ("Officers") on the Management Committee shall consist as follows:

- (a) President
- (b) 1<sup>st</sup> Vice President
- (c) 2<sup>nd</sup> Vice President
- (d) Secretary
- (e) Treasurer
- (f) Registrar

- (g)** Uniform Co-ordinator
- (h)** Umpiring Co-ordinator
- (i)** Grading Co-ordinator
- (j)** Coaching Co-ordinator
- (k)** Equipment Co-ordinator
- (l)** Records Manager
- (m)** Two (2) General Committee Members or such other number as determined by the Management Committee from time to time.
- (o)** Such other positions or offices that may be created by the Management Committee from time to time on an "as needed" basis.

**10.2** No person shall hold more than one position or office on the Management Committee at any one time. Officers of the Management Committee shall hold office for approximately one (1) year commencing from their election and concluding at the following Annual General Meeting. A retiring Officer of the Management Committee is eligible for re-election.

**10.3** If a position is not filled at an Annual General Meeting or should a vacancy occur in the Management Committee during the year, the Management Committee shall, if practicable, appoint a person to fill that position as soon as possible until the next Annual General Meeting.

**10.4** A quorum of the Management Committee shall be four (4) Officers PROVIDED THAT in that number there must be at least two (2) members of the Executive Committee (as hereinafter defined).

**10.5** If the President and the Vice Presidents are unable to attend a Management Committee meeting, then a chairperson (being a member of the Executive Committee) shall be nominated by the meeting to chair that meeting.

**10.6** An Officer of the Management Committee may (at the determination of the Executive Committee) lose his or her position on the Management Committee if that Officer:

- (a)** is absent from three or more Management Committee or sub-committee meetings during the year without leave of absence.
- (b)** is found not to be a Member of the Club.
- (c)** is derelict in his or her duties to the Club.
- (d)** becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (e)** becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (f)** is directly or indirectly interested in any material contract or proposed material contract with the Club and fails to declare the nature of his or her interest.

**10.7** Any Officer who loses his or her position on the Management Committee under Rule 10.6 shall have the right to appeal against the Executive Committee's determination by presenting their case to a General Meeting called for such purpose, and the decision of the General Meeting shall be final.

## **11 POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE**

**11.1** Subject to Rule 12 and this Constitution generally, the Management Committee shall carry out the day-to-day running of the Club and, without limitation, shall have the power to:

- (a)** administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
- (b)** fix the manner in which such banking accounts shall be operated upon;
- (c)** fix fees and subscriptions payable by Members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
- (d)** adjudicate on all matters brought before it which in any way affect the Club.
- (e)** cause minutes to be made of all proceedings at meetings of the Management Committee and General Meetings of Members;
- (f)** make, amend and rescind rulings and By-laws;
- (g)** establish and appoint any sub-committee as required for specific purposes;
- (h)** employ a person or persons to carry out certain duties required by the Club, at salaries or remunerations for such period of time, as may be deemed necessary.
- (i)** appoint an Officer of the Management Committee to have custody of the Club's records, documents and securities.
- (j)** do any other thing that is consistent with this Constitution.

**11.3** The day to day duties of the Officers shall be described in the By-laws of the Club from time to time.

**11.4** An Officer shall declare his or her interest in any:

- (a)** contractual matter;
- (b)** selection matter;
- (c)** disciplinary matter; or
- (d)** other financial matter;

in which a conflict of interest arises or may arise, and shall absent him or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Officer votes, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Officer to absent him or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred.

**11.5** The nature of the interest of such Officer must be declared by the Officer at the meeting of the Management Committee at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Management Committee after the acquisition of the interest. If a Officer becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Management Committee held after the Officer becomes so interested.

**11.6** Every Officer of the Club shall be indemnified against any liability incurred by them in their capacity as Officer in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.

## **12 EXECUTIVE COMMITTEE**

**12.1** The Executive Committee shall comprise the President, 1<sup>st</sup> Vice president, 2<sup>nd</sup> Vice President, Secretary, Treasurer and Registrar.

**12.2** The Executive Committee shall attend to and decide upon urgent matters that arise between meetings of the Management Committee and cannot reasonably be deferred until the next Management Committee meeting.

**12.3** A quorum of the Executive Committee shall be three (3) of its members.

**12.4** The powers of the Executive Committee shall be the same as the Management Committee PROVIDED THAT the Executive Committee shall report at the next Management Committee meeting as to any such powers it has exercised since the previous Management Committee meeting.

**12.5** It is expected that the Executive Committee will decide upon urgent matters by electronic communications where appropriate.

## **13 AUDITOR**

**13.1** The Management Committee shall appoint an auditor of the Club on such terms as it shall determine.

**13.2** The auditor shall examine and audit all the books and accounts of the Club annually, and have the power to call for all books, papers, accounts and receipts of the Club and report thereon to Members at the Annual General Meeting.

## **14 MEETINGS**

### **Annual General Meeting**

**14.1** The Annual General Meeting of the Club must be held within three (3) months of the end of the Financial Year.

**14.2** The Secretary shall give at least ten (10) days notice in writing to Members of the date of the Annual General Meeting. The Notice of Annual General Meeting shall set out clearly the business for which the meeting has been called.

**14.3** All financial Members may attend the Annual General Meeting, which shall be chaired by the President or (in his or her absence) a Vice President.

**14.4** The quorum at the Annual General Meeting, shall be a minimum of ten (10) adult Members. If, at the end of 30 minutes after the scheduled commencement time there is no quorum, then the meeting shall be adjourned (at the discretion of the chairman of that meeting) for between seven (7) and fourteen (14) days. If at such adjourned meeting there is again no quorum, those Members present shall be competent to discharge the business of the meeting.

**14.5** The pro forma agenda for each Annual General Meeting shall be as follows (with changes as appropriate to suit any special circumstances):

- Opening of Meeting
- Apologies
- Confirmation of Minutes of previous Annual General Meeting
- Presentation of President's Report
- Adoption of President's Report
- Presentation of Treasurer's Statement and Audit Report
- Adoption of Treasurer's Statement and Audit Report
- Notices of Motion (if any, including any proposed changes to the Constitution)
- Election of Officers for new Management Committee
- General business
- Closure

### **General Meetings**

**14.6** General Meetings may be called by the Management Committee or at the request of the President and Secretary or on the written request of twenty (20) Members of the Club, where such request clearly sets out the business for which the meeting is required to be called

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

**14.8** All financial Members may attend a General Meeting, which shall be chaired by the President or (in his or her absence) a Vice President.

**14.9** The quorum at a General Meeting shall be a minimum of ten (10) adult Members.

### **Management and Executive Committee Meetings**

**14.10** The Management Committee and the Executive Committees shall each have the power to meet either physically or through telephonic or electronic communications.

**14.11** The Management Committee shall meet at least eight (8) times during the year. The Executive Committee will meet on a "as needed" basis.

**14.12** The Management Committee and the Executive Committees shall each have the power to make decisions and resolutions in writing if it is impractical, unreasonable or undesirable to meet physically or by telephonic or electronic means. Such written decisions or resolutions must be appropriately documented.

### **Notices of Meeting**

**14.13** For the avoidance of doubt, any notice of an Annual General Meeting or General Meeting may be sent by electronic form.

## **15 VOTING AT CLUB MEETINGS**

### **Voting powers at the Annual General Meeting and General Meetings**

**15.1** Unless otherwise required in this Constitution, all decisions at Annual General Meetings and General Meetings will be made by a simple majority vote on a show of hands.

**15.2** Subject to Rule 15.4, at Annual General Meetings and General Meetings, each individual financial Member present shall have one (1) vote. For the avoidance of doubt, each Parent Member shall have only one (1) vote, even though they may have more than one child who is a Junior Member at the Club.

**15.3** At Annual General Meetings and General Meetings, the President shall be entitled to a deliberate vote and, in the event of a tied vote, the President shall exercise a casting vote.

**15.4** The Management Committee may adopt and use a proxy form for use by Members for any Annual General Meeting or General Meeting (but not Management or Executive Committee meetings). Any such proxy form shall be in such form as the Management Committee may determine and, if used, must be sent to Members with the Notice of Meeting. Proxies may be returned by post, email or fax and shall be collated and counted just prior to the commencement of the meeting.

### **Voting powers at Management and Executive Committee Meetings**

**15.5** Unless otherwise required in this Constitution, all decisions at Management and Executive Committee Meetings will be made by a simple majority vote on a show of hands.

**15.6** At Management and Executive Committee meetings, each individual committee member present shall have one (1) vote.

**15.7** At Management and Executive Committee meetings, the President shall be entitled to a deliberate vote, and, in the event of a tied vote, the President shall exercise a casting vote.

## **16 FINANCE**

**16.1** All funds of the Club (other than petty cash) shall be deposited into the Club's accounts at such bank or recognised financial institution as the Management Committee may determine.

**16.2** All accounts due by the Club shall be paid by cheque or electronic bank transfers unless it is reasonable in the circumstances to pay by cash.

**16.3** A statement showing the financial position of the Club shall be tabled at each Management Committee meeting by the Treasurer.

**16.4** An annual statement of income and expenditure for the Financial Year shall be submitted to the Annual General Meeting. The auditor's report shall be attached to such annual statement.

**16.5** The accounts, books and all financial records of the Club shall be audited each year.

**16.6** The signatories to the Club's bank and cheque accounts will be any two (2) members of the Executive Committee.

**16.7** All property and income of the Club will be applied solely to the promotion of the objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to Members, except in good faith in the promotion of these objects.

## **16 COMMON SEAL**

The common seal of the Club shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or document except pursuant to a resolution of the Management Committee and in the presence of at least the President and another member of the Executive Committee.

## **17 ALTERATIONS TO THE CONSTITUTION AND BY-LAWS**

**17.1** No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting or a General Meeting called for that purpose. Notices of all motions to alter, repeal or add to the Constitution (hereafter referred to as "Constitution Change Motions") shall be given to Members at least ten (10) days prior to the Annual General Meeting, or seven (7) days prior to a General Meeting called for such purpose.

**17.2** The Secretary shall forward all Constitution Change Motions to each Officer of the Management Committee at least ten (10) days prior to the Annual General Meeting or seven (7) days prior to a General Meeting.

**17.3** Constitution Change Motions, or any part thereof, shall be of no effect unless passed by a special resolution being seventy five percent (75%) majority of those present and entitled to a vote at the Annual General Meeting or General Meeting, as the case may be.

**17.4** Within one (1) month of the passing of a Constitution Change Motion, the Secretary shall notify the Department of Commerce of the amendment to the Constitution.

**17.5** Alterations to the By-laws can be made at Management Committee meetings, provided that at least seven (7) days written notice of the proposed alterations have been duly notified to Officers of the Management Committee prior to the meeting. Any such alterations shall be notified in writing to Members as soon as practicable.

**17.6** Alterations to the By-laws can also be made by Members at a General Meeting under Rules 14.6 and 14.7.

## **18 DISSOLUTION**

If, on the winding up of the Club, any property of the Club remains after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that winding up, that property shall be distributed:

- (a) to another club which is incorporated under the Act having objects similar to those of the Club; or
- (b) for charitable purposes,

which incorporated club or purposes, as the case requires, shall be determined by resolution of the Members.

## **19 GRIEVANCE PROCEDURE**

### **19.1 Grievance by a Member**

Where a Member of the Club has a grievance with another Member or with the Club or with an Officer of the Club (but not being any of the grounds set out in Rules 9 and 10.6) and that Member considers the grievance warrants investigation and action by the Club, the Member shall follow the procedure set out in this Rule.

### **19.2 Grievances Officer**

The Member shall contact an Officer of the Management Committee regarding the grievance. The Officer will ask that person to put the grievance in writing. The Executive Committee will, on receipt of the written grievance, refer the grievance to the Club's grievances officer ("Grievance Officer"), who shall be appointed by the Executive Committee. The identity of the nominated Grievances Officer will be communicated to the relevant Member.

### **19.3 Action by Grievances Officer**

(a) Where a grievance has been received by the Grievances Officer, he or she shall, as soon as practicable, meet with, or discuss the grievance with the aggrieved Member. The Grievances Officer may take whatever steps and conduct whatever investigations necessary to determine whether the grievance is legitimate.

(b) Where the Grievances Officer determines the grievance is legitimate, he or she shall take all reasonable steps to resolve the grievance.

(c) Where the Grievances Officer determines the grievance is not legitimate, he or she shall advise the aggrieved Member accordingly. If the aggrieved Member is not satisfied with the Grievances Officer's determination, they may take whatever further action they consider necessary or appropriate.

(d) Where the Grievances Officer is unable to resolve a grievance or considers the grievance of a very serious nature, the Grievances officer shall report the grievance to the Executive Committee for further action.

(e) All grievances received by the Grievances Officer, and all information surrounding the circumstances of a grievance which is discovered by the Grievances Officer on investigation, shall be confidential and may be communicated only to the Executive Committee, unless further action is needed to resolve the matter, whereupon such information will only be disclosed on a "needs to know" basis

## **20 UNIFORM**

The Club Uniform must always be black and white in colour. The Management Committee may adopt changes to the style and fabric of the Uniform (other than colour) but only after

reasonable efforts have been made to collate and assess Members' views (by a survey or otherwise) for any proposed changes to the Uniform.