



# Barker Old Boy's Football Club Annual Report

January 2014



c/- level 8, 58 Pitt St  
SYDNEY

p. 0400 419 253  
facebook.com/bobsfc

president@bobsfc.com.au  
Bobsfc.com.au

# Table of Contents

- I. **Introduction..... 2**
- II. **Presidents Report..... 2**
- III. **Treasurer’s Report..... 4**
  - Overview
  - Balance
  - Profit & Loss Account
  - Balance sheet
  - Recommendations
- IV. **Minutes of the December 2013 AGM ..... 7**
- V. **Committee Contact Details ..... 9**
  - President
  - Treasurer
  - Secretary
  - Registrar
  - Division 2 Manager
  - Division 5 Manager
- VI. **Forward Year Planning – Key Dates ..... 10**
- VII. **Relevant Member Information..... 12**
  - Key Sources of information
- VIII. **Role Summaries – FFA guided ..... 13**
- IX. **Appendix ..... 22**
- X. **Club Constitution..... 23**
- XI. **Insurance Information ..... 43**

# Introduction

---

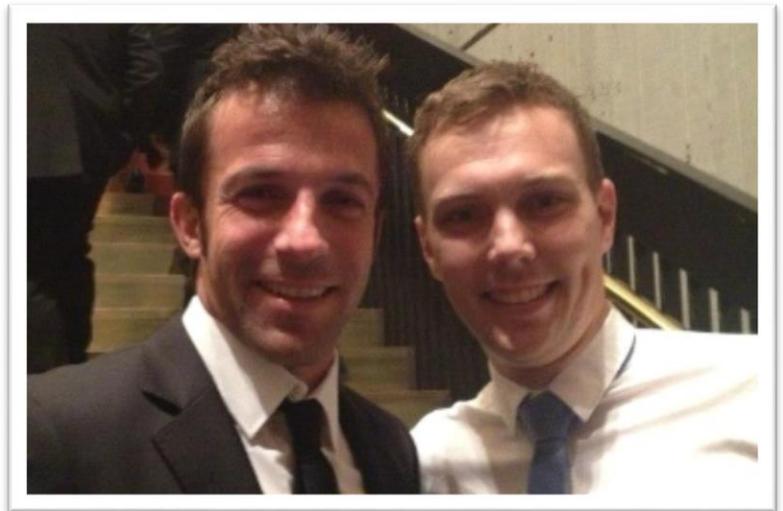
This Annual Report builds upon the information discussed at the Barker Old Boy's Football Club (BOBSFC) AGM and provides club members transparency as to the direction, goals and methodologies behind club decisions. Should you require further information beyond the scope of this report, do not hesitate to contact your club secretary. Should you like to contribute towards the direction of the club, please forward through any issues or ideas for consideration at the next club committee meeting.

Matthew Vickers  
Club Secretary – Barker Old Boys Football Club

## Presidents Report

---

The 23rd season of Barker Old Boys Football Club was arguably the most successful in the Club's relatively short history. Three grand final appearances, two grand final victories, the Division 6 First Grade Championship and the squad's promotion to Division 5 for the 2014 Season.



Season 2013 saw the Club register its highest number of players ever. A good proportion of this increase came from the younger generation and was no doubt helped to some degree by the membership fee subsidy for recent Barker College leavers (1-2 years out) offered by the Old Barker Association (OBA) whereby they donated \$100 per player. This influx of younger players is vital for the long term sustainability of the Football Club and I'm pleased to announce that the OBA has extended its financial support of younger ex-Barker students by providing the membership subsidy to all University and TAFE students who previously attended Barker College.

The younger players participated across all grades in the 2013 season and had a huge impact on the success that the Club experienced. In a sense there was a changing of the guard with a number of Club veterans moving down from Division 2 to Division 6 and some even returning from a number of seasons away from the Club. These older experienced individuals formed the basis of the Division 6 First Grade team and the results confirmed the age old adage that age and experience will always trump skillful youth.

Division 6 enjoyed its most successful season ever with both teams competing in a grand final, Reserve Grade narrowly going down in a penalty shoot-out, but First Grade not only winning the Championship but also going on to win their grand final 3-1 against a very strong Lindfield team.

This year the Woman's team had a mixed season. Although they started with a big win against Lane Cove, the team struggled to gel and although each match was highly competitive, luck certainly didn't role their way. On a number of occasions they were not able to field a full team and recruitment for 2014 will be high on the priority list. Having said this, on the occasions were 7, 8 or 9 players were competing, the grit and determination that was shown was remarkable and truly representative of the BOBSFC culture. An increase in player numbers next season will undoubtedly see some excellent results.

Division 2 Reserve Grade perhaps didn't enjoy a hugely successful year but one that I believe was a great step forward for the future of the Club. As mentioned earlier, there was a fantastic influx of exciting new young players to the Club. As the seasons progress and as these players continue to return each season, the team will go from strength to strength as they not only get to know each other better, but as they compete for spots in the First Grade team.

Division 2 First Grade had another remarkable season finishing third on 36 points only just behind the top two teams, Knox United and North Sydney B who tied on 37 points. They then went on to beat the Division's eventual champions Knox United 2-0 in the grand final. Again, the aim for 2014 is promotion to the Premier League.

Socially, we had another very successful and enjoyable year. Player of the Month drinks were again popular and I thank the Crows Nest Hotel in their support of the Club to date. Although we were unable to hold our traditional FA Cup night, the End of Season Dinner was bigger and better than ever and one that I believe was enjoyed by all in attendance. The 2013 End of Season Trip took us to Canberra for the second time with a large number of Tour Virgins in attendance. There has already been some talk about the 2014 season trip and there's no doubt that The Gold Coast will live up to its 2011 infamy.

There are a number of important initiatives that we can adopt in the lead-up to next season to ensure the smooth running and administration of the Club particularly with regards to the registration process. In 2014 we will be using the MyFootballClub website to administer all registrations and will also be adopting an online only payment services. This method will ensure that only players that have registered with the website and paid their fees will be allowed to participate on match day. Players that have not paid will not have their registration confirmed and will therefore not be automatically transferred over to the MyClubMate system and will in turn not appear on the match cards. The MyFootballClub system also provides the opportunity for the Club to add-on further payment requirements, for instance, sock purchases and payments can be made using this system and the Club should also look at including kit deposit payments using this method.

Another item that needs to be considered before the 2014 registration process gets underway is that of the fee structure. The Club has operated with the same fee structure for a number of years now and a number of factors have become apparent leading to a need for a review. These factors include the increase in NSFA registration and insurance fees, CPI and the MyFootballClub online payment transaction fees.

I will be meeting with the Sports-master at Barker College in January to organise the 2014 Pre-Season schedule which I hope to run entirely at Barker College on Rosewood and/or Phipps/Taylor fields. The program will be similar to last season with pre-season training beginning the last Sunday in January and lasting 4 weeks with the 5-a-side gala day taking place on the last Sunday in February. March Sundays will be used to facilitate trial matches across all grades and teams with the season proper kicking off on the first weekend of April.

Overall with a number of exciting new initiatives in the pipeline, Season 2014 is looking set to be one of the Club's busiest and I'm hoping it will also be one of the Club's most successful.

Peter Gregory  
President – Barker Old Boys Football Club

# Treasurer's Report

---

## Overview

The profit and loss and balance sheet for the year ended 13th December 2013 are detailed below.

- The club has recorded an increase in cash reserves of \$609.00 however there was an overall decrease in net assets of \$1,681.00.
- An overall loss of \$1,681 in the year to 13th December 2013, compared to previous years as follows:

2012 profit of \$5,054  
2011 profit of \$21  
2010 loss of \$2,973  
2009 profit of \$220  
2008 profit of \$5,504

- The loss this year is due to NSFA membership fees increasing by \$3,810.00.

## Balance

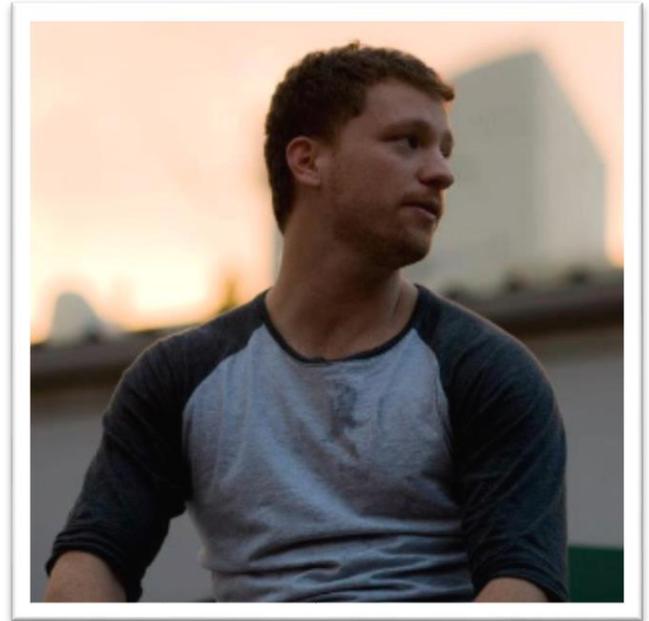
The key contributors to the financial balance of the club were as follows:

- Strong membership numbers with a total of 83 players:

47 workers (@ \$370)  
21 students (@ \$275)  
15 leavers (@ \$200)

DIVISON 2	<b>37</b>
DIVISON 6	<b>30</b>
LADIES	<b>16</b>
<b>BOBSFC 2013</b>	<b>83</b>

- An OBA contribution of \$3,030.00 (down from \$9,259 in 2012, \$2,900 in 2011, \$2,000 in 2010, \$2,500 in 2009, \$2,925 in 2008 & \$4,000 received in 2007). This contribution was only to men's football and not ladies
- Training jerseys were introduced this year however made a loss of \$295.00
- Pete O'Sullivan received \$2,000 payment for his services, up from a \$500 in 2012.



## Profit & Loss Account

	2013	2012	Variance
Revenue	34,076	39,608	(5,532)
Expenses	(34,528)	(37,244)	(12,586)
<b>Net Income/(Loss)</b>	<b>(452)</b>	<b>2,364</b>	3,332

### Detailed profit and loss

#### Revenue

Membership fees	26,315	22,505	3,810
OBA Contribution - Men	3,030	7,000	(3,970)
OBA Contribution - Ladies	-	2,529	-
Fundraising	317	520	(203)
Events (Dinner + fines)	2,988	3,347	(359)
Hoodies		2,000	(2,000)
Training Jerseys	1,200	-	1,200
Ref Deposit		1,000	(1,000)
Other	226	707	(481)
	<u>34,076</u>	<u>39,608</u>	(5,532)

#### Expenses

Registration	25,698	22,456	3,242
Events	3,828	2,357	1,471
Debts carried over	-	-	-
Ground hire	823	704	119
Trophies and awards		191	(191)
Equipment		1,742	(1,742)
Web fees	480	-	480
Fines	100	75	25
New kit	-	5,445	(5,445)
Coach	2,000	500	1,500
Ref course	-	130	-
Med kits	-	603	-
Esky & chairs	-	237	(237)
Hoodies	-	2,755	(2,755)
Training Jerseys	1,495		
Other	104	49	(16)
	<u>34,528</u>	<u>37,244</u>	12,586

## Balance sheet

The balance sheet below demonstrates the effect that the aforementioned profit has had on the club's cash position, however the approx \$2,600 owed to the club brings us to a healthy profit for the year:

	2013	2012	Variance
Cash	9,956	9,347	609
Known Debtors	310	2,600	(2,290)
Known Creditors	-	-	-
<b>Net assets</b>	<b>10,266</b>	<b>11,947</b>	<b>(1,681)</b>
Reserves brought forward	11,947	6,893	5,054
Income/Loss for the year	(1,681)	5,054	(6,735)
<b>Net reserves</b>	<b>10,266</b>	<b>11,947</b>	<b>(1,681)</b>

## Recommendations

- Undertake a concerted effort to retain current players for the 2012 season which will enable registration income to allow the club to fund ongoing costs:
  - Given the rise in club membership fees, registration fee may need to increase to sustain cash flow. Proposed:
    - Full fee \$390
    - Student \$295
    - Ex Barker Student \$200
- The high costs associated with running three squads in 2014 means the club needs to ensure income is strong for the forthcoming season:
  - Strengthen OBA connections & seek further funding.
  - Continue to expand fundraising and sponsorship efforts to supplement registration & OBA income.
  - Any merchandising efforts need to be tightly controlled & not result in a loss to the club.

Chris Chong  
Treasurer

# Minutes of the December 2013 AGM

---

The AGM commences at 6.05pm within the offices of Sherlock Financial group at 58 Pitt St, Sydney. The meeting was called into session by incumbent club president Peter Gregory. In total there were five members present. Brief review of previous minutes undertaken.

- 6.15pm - Official apologies. Nick Wong & Lachlan Molony.
- 6.17pm - Presidents report is presented. (Enclosed)
- 6.25pm - Presidents report accepted by all attendees.
- 6.25pm - Treasurer's report is presented. (Enclosed)
- 6.30pm - Treasurer's report is accepted.
- 6.31pm - Motion to revue fee structure discussed, guided by treasurer's recommendations.
- 6.35pm - Fee structure is agreed upon. Outlined below;

Club Member Tier	Fee Per Annum 2013	Fee Per Annum 2014
Full fee payer	\$370	\$390
Full-time students	\$275	\$300
Barker alumni students	\$200	\$230

- 6.40pm - *Committee nominations*
- 6.41pm - *President.* Peter Gregory self nominates. Seconded by Andrew Wiadrowski.
- 6.42pm - *Treasurer.* Peter Gregory nominates Christopher Chong. Seconded by Matthew Vickers.
- 6.42pm - *Secretary.* Peter Gregory nominates Matthew Vickers. Seconded by Andrew Wiadrowski.
- 6.43pm - *Registrar.* Matthew Vickers nominates Matthew Robinson. Seconded by Andrew Wiadrowski.
- 6.44pm - *Division 2 Manager.* Peter Gregory nominates Andrew Wiadrowski. Seconded by Matthew Robinson
- 6.44pm - *Division 5 Manager.* Peter Gregory nominates Lachlan Molony. Seconded by Christopher Chong.
- 6.45pm - *Referee Liaison* is discussed. Not official position. Responsibilities merged with that of club secretary.
- 6.50pm - *Tour Liaison* is discussed. Not official position. Andrew Wiadrowski to manage responsibilities.

6.50pm - 7.50pm **General Business**

- Explore a classier end of season function. 1st weekend in September.
- Review Division Two Selection policy. Aim for 2014 season is for promotion.
  - First Step in Selection Policy is a squad limitation of 31 players in Division 2. Should shortages arise during the season, players from Division 5 can be called up.
  - Div 2 first grade to have 14 players. Selection committee (AW, MV & coaching staff) makes this decision.
  - Div 2 reserve grade to have 16-17 players.
  - Peter O'Sullivan's role within club not confirmed due to his personal circumstances (i.e. moving back to UK or staying in Aus).
- Target a 1 Star Club Rating under the National Club Accreditation Scheme which will require the following key club achievements;
  - All registration to be undertaken via the MyFootballClub scheme
  - Prepare Club Constitution
  - Update website to make relevant documentation, warnings and duty of care information. (i.e. smoking bans, insurance info etc.)
- Review Crowes Nest Hotel Sponsorship arrangement;
  - PG to follow up
- Long term goal remains the formation of an over 35's team.
- Still trying to explore recruiting a core squad of girls across to Bob's who are self-motivated to manage themselves.
- Pushing for an online self-registration process for **all** players. Payments will be made online at time of registration. Transaction fees incorporated will be personally funded. Packaging in socks and potentially kit deposit. Create service packages for different tier of members.

8.10pm - Closing remarks

8.15pm - AGM is officially closed



# Committee Contact Details

---

## President

Name: Peter Gregory

Mobile: 0400 419 253

Email: [peter.gregory11@gmail.com](mailto:peter.gregory11@gmail.com)

## Treasurer

Name: Christopher Chong

Mobile: 0404 387 652

Email: [Chris.Chong@CBA.com.au](mailto:Chris.Chong@CBA.com.au)

## Secretary

Name: Matthew Vickers

Mobile: 0403 966 595

Email: [mickers@sfg.net.au](mailto:mickers@sfg.net.au)

## Registrar

Name: Matthew Robinson

Mobile: 04018 617 298

Email: [mrobbo@gmail.com](mailto:mrobbo@gmail.com)

## Division 2 Manager

Name: Andrew Wiadrowski

Mobile: 0409 872 012

Email: [awia3968@uni.sydney.edu.au](mailto:awia3968@uni.sydney.edu.au)

## Division 5 Manager

Name: Lachlan Molony

Mobile: 0448 069165

Email: [Lachlan.molony@leo-pharma.com](mailto:Lachlan.molony@leo-pharma.com)



## Forward Year Planning – Key Dates

---

13/12/2013 - AGM takes place.

January 2014 - Annual report is presented to committee and submitted to department of fair trading.

15/01/2014 - Welcome email from Pete to the club. Announce pre-season schedule.

February 2014 - Liaise with partner clubs to organize pre-season games. Needs to be undertaken throughout the month of February.

13/01/2014 - **All club pre-season paperwork to be completed and forwarded to KDSA**

02/02/2014 - Pre-season training begins.

09/02/2014 - Pre-season training

14/02/2014 - Team nomination are due with the NSFA (KDSA).

16/02/2014 - Pre-season training

23/02/2014 - Pre-season training (small sided competition)

February 2014 - Referee Courses are required to be completed by a couple of members from each squad.

02/03/2014 - Trial game #1 (Vs. TBC)

05/03/2014 - Matthew Robinson to send out club-wide notice about registration.

09/03/2014 - Trial game #2 (Vs. TBC)

16/03/2014 - Trial game #3 (Vs. TBC)

20/03/2013 - **Committee Meeting.** State of play of registration, squad selection, forward looking year assessment, up-take of club constitution, explore seasonal merchandise etc. This is a Thursday. After work at either Town Hall or Vickers office from 5:45pm. Date is a loose guide.

23/03/2014 - Trial game #4 (Vs. Mosman Premier League – Div 2)

30/03/2014 - Trial game #5 (Vs. Knox - All squads)

March 2014 - Referee courses ongoing

April 2014 - **Regular Season commences.**

05/04/2014 - Season opening event at the Crowes Nest Hotel.

18-21/04/2014 - *Easter break.*

26/04/2014 - April Player of the Month (PoM) Drinks

31/05/2014 - May PoM Drinks

12/06/2014 - **Committee meeting.** Mid-season committee meeting. Review selection policy. Re-assess season goals. Address outstanding issues like registration and squad management.

28/06/2014 - June PoM Drinks

26/07/2014 - July PoM Drinks

14/08/2014 - **Committee meeting.** Mid-season committee meeting. Review end of season formalities.

23/08/2014 - August PoM Drinks

06/09/2014 - End of Season Event. Location TBA

12-14/09/2014 - End of Season Tour. Location TBA



# Relevant Member Information

---

## Key Sources of information

Each year club affiliates are invited to partake in the BOBSFC AGM, which typically take place in December. Notice is provided of this event to all registered players and interested stakeholders in the preceding month. Should there be a specific request regarding club management, this should be directed to the club secretary to incorporate into the meeting's agenda. All management committee nominations will take place on an annual basis in this meeting and general business items are discussed with an opportunity for new initiatives to be raised.

### *Electronic & online Information*

BOBSFC will continue to use their dedicated Facebook page to update social activities and provide game day information such as wet weather announcements and scheduling changes. The Facebook page can be found at [FACEBOOK.COM/BOBSFC](https://www.facebook.com/BOBSFC)

There is a dedicated website that is upgraded on an annual basis with relevant information on club activities, association insurance details, club contacts and corporate sponsorship opportunities. To access this website please go to [WWW.BOBSFC.COM.AU](http://WWW.BOBSFC.COM.AU)

All registrations and team management has been consolidated into the one access point via the MyFootballClub initiative instigated by the FFA. This can be accessed at [WWW.MYFOOTBALLCLUB.COM.AU/](http://WWW.MYFOOTBALLCLUB.COM.AU/) For further information on registration enquiries please direct your questions to Matthew Robinson, club registrar.

Up to date information for association games including scheduling, wet weather and competition tracking can be accessed at [WWW.KDSA.ASN.AU/](http://WWW.KDSA.ASN.AU/)

### *Other Communication Channels*

Team managers may at their discretion use SMS notification for last minute updates on or before game day, if deemed appropriate.

Team managers provide weekly information via personal email where necessary. This may eventually be consolidated via the MyFootballClub website or another medium.

### *Insurance Information*

Football NSW has a risk protection programme in place providing a basic level of financial support in the event of an 'insured person' suffering some manner of accidental injury during the sanctioned football game. For further details on this risk protection scheme please visit Jardine Lloyd Thompson's (JLT) dedicated Football NSW site at [WWW.JLTSPORT.COM.AU/FNSW](http://WWW.JLTSPORT.COM.AU/FNSW) - Further information on this insurance scheme is contained in the appendix to this report.

# Role Summaries – FFA guided

---

## Peter Gregory – BOBSFC

### Position Description – President

#### JOB TITLE:

President

#### OBJECTIVE:

To ensure the club promotes the participation and achievement of its teams. Ensure the club is run efficiently administratively, financially and socially to support all on-field activities.

The President helps the committee prioritise its goals and keeps the committee on track by working within the club's framework. At an operational level, the major function of the President is to facilitate effective committee meetings and manage the clubs relationship with Barker College and associated stakeholders.

#### RESPONSIBILITIES:

- Ensure committee members, team manager and coaches fulfil their responsibilities to the club.
- Attend FFA and Council meetings/forums where relevant.
- Manage/Chair committee meetings and the clubs AGM.
- Discuss the agenda items prior to each committee meeting with the Secretary and ensure that it is circulated to relevant members in plenty of time.
- Report activities of the club to the membership of the AGM.
- Ensure that planning and budgeting for the future is carried out in accordance with the wishes of members.
- Review Constitution, By-Laws and Rules of Competition.
- Adopt risk management, smoke free, sun smart, code of conduct and safe alcohol policies.
- Be a facilitator for club activities.
- Be available to handle any disputes.
- Liaise with relevant stakeholders including local council, sponsors and alumni networks.

#### RELATIONSHIPS:

- The President reports to the club's members and General Committee of the club.
- A close relationship is required with all FFA departments.
- Supports all managers, committee members, coaches, players and staff.

#### ACCOUNTABILITY:

- The President is accountable to the members and General Committee of the club.
- The estimated time commitment required as the President is 3-4 hours per week.

**ESSENTIAL SKILLS:**

- Well informed of all club activities.
- Aware of the future direction and plans of club meetings.
- Able to chair committee or executive meetings.
- A good understanding of league requirements at local, regional and higher levels.
- Possesses a good working knowledge of the club's Constitution, rules and the duties of its office holders and sub-committees.
- Well versed in the rules or procedures for varying meeting types and unbiased and impartial on all issues.
- Well informed about the purpose of any meeting and items to be covered and is able to avoid repetition, arguments, interruptions and deviation from the matter under discussion.
- Receptive to change.
- Dedicated club person.
- Be approachable.

**DESIRABLE SKILLS:**

- Ability to plan events and activities for a year.
- Financial skills/knowledge.
- Empathy.
- Communication and negotiating skills.
- Listening skills.

## Christopher Chong – BOBSFC

### Position Description – Treasurer

#### JOB TITLE:

Treasurer

#### OBJECTIVE:

To ensure that a financial management and reporting system is put in place and operable so the club committee has an accurate understanding of the financial status of the club at all times.

#### RESPONSIBILITIES:

- Prepare budget, in consultation with the committee to reflect income and expenditure of the club for presentation at the first meeting of the year.
- Ensure all staff, team managers and coaches do not exceed authority ceilings for financial expenditure without reference to the General Committee.
- Attend to general banking activities.
- Maintain accurate records of income and expenditure.
- Report to the General Committee on an ongoing basis.
- Present all accounts for payment for approval.
- Arrange invoices for periodical payments.
- Make details of all accounts available to the club committee and members as provided in the Corporate Affairs Act.
- Organise collection of funds from various events for banking.
- Oversee and seek reports of all other accounts held by sections of the club.
- Ensure all taxation commitments are met by the club.
- Ensure the club finances are appropriately audited.
- Prepare annual financial accounts for auditing and provide the auditor with necessary information.
- Report activities of the portfolio to the membership at the AGM.
- Be one of several signatories – two on each club cheque.
- Monitor sponsorship funds.
- Attend club committee meetings.
- Liaise with FFA regarding financial payment system.
- Attend FFA financial training session as required.

#### RELATIONSHIPS:

- Reports to the President and General Committee.
- Liaise with all members of the Club with financial responsibility.
- Liaise with external creditors and debtors.

#### ACCOUNTABILITY:

- The Treasurer is accountable to the President and General Committee.

- The Treasurer shall seek ratification from the General Committee of a club budget, including debt reduction and there after shall have the authority to act within the limits of the budget and strategy approved.
- The Treasurer shall provide a monthly report to the General Committee of all financial transactions.

The estimated time commitment required as the Treasurer is up to 2 hours per week.

#### **ESSENTIAL SKILLS:**

- Enthusiastic and well organised.
- Ability to keep sound records.
- Ability to allocate regular time periods to maintain the books.
- Diligent with receipts and money.
- Ability to work in a logical and orderly manner.
- Willing to learn new skills if necessary.
- Dedicated club person.
- Honest and trustworthy.

#### **DESIRABLE SKILLS:**

- Financial accounting experience.
- Negotiating skills.
- Computer skills.

## **Matthew Vickers – BOBSFC**

### **Position Description – Secretary**

#### **JOB TITLE:**

Secretary

#### **OBJECTIVE:**

The club secretary is primarily responsible for all administration duties and provides the coordinating link between member, the committee and various stakeholders.

#### **RESPONSIBILITIES:**

- Establish a meeting schedule for General and Executive Committees for the current year.
- Provide secretarial support to the committee, including preparing agendas in consultation with the President.
- Collect and collate reports from office bearers.
- Prepare minutes of all committee and General Meetings of the club, distribute them in accordance with the club's Constitution and file appropriately.
- Collate and arrange for the printing of the annual report.
- Prepare a comprehensive report of all activities of the club for presentation to members at the AGM.
- Maintain an accurate copy of the Rules and By-Laws of the club.
- Maintain registers of members' details plus life members and sponsors.
- Be familiar with the roles of the Club, Competition, FFA and any other body that has governance. Give advice to the President and committee as required.
- Receive all correspondence directed to the club, inform President, react, follow up and distribute to appropriate members.
- Ensure all licenses required by the club are current.
- Coordinate team reports for club newsletter, email.
- Complete annual statements as required by the Incorporations Act.
- Maintain sponsorship records.
- Notice to FFA and relevant stakeholders regarding changes to committee members and key contacts.

#### **RELATIONSHIPS:**

- President and General Committee.
- Liaises with all team managers, coaches, players, parents and club staff.
- Will be in regular contact with FFA, Council and other external stakeholders.

#### **ACCOUNTABILITY:**

- The Secretary is accountable to the President and General Committee.

The estimated time commitment required as the Secretary is 2-3 hours per week during the season. This may be increased at the beginning of the season.

**ESSENTIAL SKILLS:**

- Enthusiasm and dedication.
- Good leadership skills.
- Good listening ability.
- Effective communicator.
- Clear thinker and positive attitude.
- Able to maintain confidentiality on relevant matters.
- Ability to control and supervise others.
- Organise and delegate tasks.
- Well organised.
- Dedicated club person.

**DESIRABLE SKILLS:**

- Minute taking skills.
- Typing/computer skills.
- Negotiating skills.
- Empathy with varying groups of people.
- Excellent phone manner

## Matthew Robinson – BOBSFC

### Position Description – Registrar/Administrator

#### JOB TITLE:

Registrar / Administrator

#### OBJECTIVE:

To manage and administer the club's membership in an effective and efficient manner. This includes close liaison with Football Federation Australia through the MyFootballClub database system.

#### RESPONSIBILITIES:

- Develop and maintain strategies for the ongoing expansion of the membership base of the club.
- Develop proposal for membership fees and arrangements for the ensuing season for consideration by the General Committee.
- Liaise with team coaches and team managers to ensure all membership fees are collected in a timely and efficient manner.
- Provide the committee with recommendations for improvements to membership practices for consideration prior to the Annual General Meeting.
- Provide membership packages to all members, including life members.
- Ensure life members receive their memberships prior to the commencement of the season.
- Provide all members' details to the Secretary to maintain the club database.
- Follow up with a reminder letter to those members from previous years, who have not renewed their membership.
- Understand FFA MyFootballClub system and attend 'System Training' session at the beginning of the season or as required by FFA or the club.
- Liaise with FFA as required to keep accurate club contact details (President, Secretary, Treasurer) using the MyFootballClub system.
- Implement Privacy Act regarding all membership information.
- Assist the club and FFA to promote and implement the self-registration option via MyFootballClub.
- Check club email address on a daily basis for updated Registration information.
- Process registrations via MyFootballClub as required for members (players, volunteers, coaches etc).
- Maintain member details as required by MyFootballClub.

#### RELATIONSHIPS:

- The Registrar/Administrator reports to the President, Secretary, Treasurer and General Committee.
- Liaises with FFA Registration Team, Competitions Department and Finance Team.
- Will have a close relationship with team coaches and team managers.

#### ACCOUNTABILITY:

- The Registrar/Administrator is accountable to the President, Secretary and Treasurer.

The estimated time commitment required as the Registrar/Administrator is up to 2 hours per week. This will be increased at the beginning of the season.

#### **ESSENTIAL SKILLS:**

- Computer literate in the various Microsoft applications.
- Good communication skills.
- Passionate about the club and dedicated to improving club practices.
- Well organised and able to work under pressure, especially at the beginning of the season.
- Financial skills/knowledge.
- Report writing skills for General Committee reports.
- Knowledge of the club membership packages and external requirements (FFA membership fees etc).
- Adept at interfacing with MyFootballClub website.

## **Andrew Wiadrowski & Lachlan Molony – Bob's FC**

### **Position Description – Team Manager**

#### **JOB TITLE:**

Team Manager

#### **OBJECTIVE:**

To ensure the successful management of the team and welfare of the players in their care, whilst making sure that all off field matters are dealt with efficiently and timely. Provide support to the coach and any support staff.

#### **RESPONSIBILITIES:**

- Liaise with all team members, parents, coaches and officials to ensure all are informed of training, competition and club functions.
- Attend to administration matters as directed by the secretary.
- Liaise with the players, coaches and the General Committee, acting as a liaison officer between the club and the team.
- Document any problems that arise between team members, parents, coaches and supporters and present these to the Secretary or General Committee.
- Coordinate return of equipment to appropriate storage area after training and matches.
- Coordinate submission of team sheets and match reports to secretary after both home and away matches.
- Ensure all players pay their membership fees and other required payments on time.
- Determine weekly awards with appropriate coaches and support staff.

#### **RELATIONSHIPS:**

- Reports to the President and Secretary.
- Supports the coach, committee and other support staff.
- Liaise with players, parents and club supporters.

#### **ACCOUNTABILITY:**

The Team Manager will report to the President, Secretary and General Committee of the club, as well as the coach of the team(s) they manage.

#### **ESSENTIAL SKILLS:**

- Good organisation skills.
- Great communicator.
- Able to prioritise tasks.
- Passionate about the club and team.
- Understanding of the rules and regulations of the competition.

The estimated time commitment required as the Team Manager is up to 5 hours per week during the season (This represents the biggest time commitment of any position).



# Club Constitution

---

The following club constitution will need to be approved at our next committee meeting. It represents a basic template with which we can alter for our purposes if required.

## TABLE OF CONTENTS

1. NAME OF CLUB .....	25
2. DEFINITIONS AND INTERPRETATION .....	25
3. OBJECTS OF THE CLUB.....	27
4. POWERS OF THE Club.....	27
5. MEMBERS.....	27
6. MEMBERSHIP APPLICATION.....	28
7. REGISTER OF MEMBERS .....	29
8. EFFECT OF MEMBERSHIP .....	29
9. DISCONTINUANCE OF MEMBERSHIP .....	29
10. SUBSCRIPTIONS AND FEES .....	31
11. EXISTING DIRECTORS .....	31
12. POWERS OF THE BOARD .....	31
13. COMPOSITION OF THE BOARD .....	31
14. ELECTED DIRECTORS.....	32
15. APPOINTED DIRECTORS .....	33
16. VACANCIES On the Board .....	33
17. MEETINGS OF THE BOARD .....	34
18. DELEGATIONS.....	36
19. SEAL.....	37
20. ANNUAL GENERAL MEETING .....	37
21. SPECIAL GENERAL MEETINGS.....	37
22. NOTICE OF GENERAL MEETING .....	37
23. BUSINESS .....	38
24. NOTICES OF MOTION .....	38
25. PROCEEDINGS AT GENERAL MEETINGS.....	38

26. VOTING AT GENERAL MEETINGS..... 39

27. GRIEVANCE PROCEDURE ..... 39

28. RECORDS AND ACCOUNTS..... 40

29. AUDITOR ..... 40

30. INCOME..... 41

31. WINDING UP ..... 41

32. DISTRIBUTION OF PROPERTY ON WINDING UP ..... 41

33. ALTERATION OF CONSTITUTION ..... 42

34. REGULATIONS ..... 42

35. STATUS AND COMPLIANCE OF CLUB..... 42

36. NOTICE..... 42

DRAFT 1 AS AT 7 January 2014  
ASSOCIATIONS INCORPORATION ACT 2009 (NSW)  
CONSTITUTION  
BARKER OLD BOYS FC INCORPORATED

**1. NAME OF CLUB**

The name of the Club is Barker Old Boys Football Club (BOBSFC) Incorporated (**Club**).

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Constitution unless the contrary intention appears:

**'Act'** means the *Associations Incorporation Act 2009 (NSW)*.

**'Association'** means Northern Suburbs Football Association (NSFA).

**'Board'** means the body managing the Club and consisting of the directors.

**'Constitution'** means this Constitution of this Club.

**'Director'** means a Member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

**'Expulsion Ground'** exists for a Member if:

**(a) The Member breaches:**

*(i) The Constitution, bylaws or Regulations;*

*(ii) The Association's constitution, by-laws, regulations, policies or directives;*

*(iii) FNSW's constitution, by-laws, regulations, policies or directives;*

*(iv) FFA's constitution, by-laws, regulations, policies or directives; or*

*(v) FIFA Laws of the Game;*

**(b) The Member wilfully disobeys the rules or instructions of the Club or permits or counsels any Club or individual under its jurisdiction or control to do so;**

**(c) The Member engages in, condones or does not take effective measures to prevent conduct that is injurious or prejudicial to the Club, its character or interests or the sport of football generally;**

**(d) The Member brings the sport of football into disrepute; or**

**(e) The Member is not a fit and proper person or entity to be a Member of the Club.**

**'FFA'** means the Football Federation of Australia, Australia's football governing body.

**'FIFA'** means the Federation Internationale de Football Association, the worlds football governing body.

**'FNSW'** means Football New South Wales, New South Wales state governing body.

**'General Meeting'** means the annual or any special general meeting of the Club.

**'Individual Member'** means a registered, financial Member of the Club who is at least 18 years of age.

**'Intellectual Property'** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in New South Wales.

**'Junior Member'** means a registered Member of the Club who is younger than 18 years of age.

**'Life Member'** means an Individual appointed as a Life Member of the Club under **clause 5.2**.

**'Local area'** means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for football of which the Club is a Member.

**'Member'** means a Member of the Club for the time being under **clause 5**.

**'Objects'** means the Objects of the Club in **clause 3**.

**'Public Officer'** means the person appointed to be the public officer of the Club in accordance with the Act.

**'Register'** means a register of Members kept and maintained in accordance with **clause 7**.

**'Seal'** means the common Seal of the Club (if any).

**'School'** means Barker College.

**'Special Resolution'** means a Special Resolution defined in the Act.

## 2.2 Interpretation

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 of 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); and*
- (h) *a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.*

## **2.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

## **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE CLUB**

The Club is established solely for the Objects. The Objects of the Club are established to:

- (a) *conduct, encourage, promote, advance and administer football throughout the local area and more broadly for Barker College Alumni;***
- (b) *act, at all times, on behalf of and in the interest of the Members and football in the local area***
- (c) *affiliate and otherwise liaise with the Association, Football NSW and FFA of which the Club is a Member and adopt their rule and policy frameworks to further these Objects***
- (d) *abide by, promulgate, enforce and secure uniformity in the application of the rules of football as may be determined from time to time by FFA or Football NSW and as may be necessary for the management and control of football and related activities in New South Wales;***
- (e) *advance the operations and activities of the Club throughout the local area;***
- (f) *have regard to the public interest in its operations; and***
- (g) *undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.***
- (h) *Maintain a harmonious relationship between the club and the school.***

## **4. POWERS OF THE Club**

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

## **5. MEMBERS**

### **5.1 Members**

The Members of the Club shall consist of:

- (a) *Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate but not to vote at General Meetings;***
- (b) *Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and***

## 5.2 Life Members

- (a) *The Board may recommend to the annual general meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.*
- (b) *A resolution of the annual general meeting to confer life membership (subject to clause 5.2(c)) on the recommendation of the Board must be a Special Resolution.*
- (c) *A person must accept or reject the Club's resolution to confer life membership verbally or in writing to the President. Upon verbal or written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.*

## 6. MEMBERSHIP APPLICATION

### 6.1 Application for Membership

An application for membership must be:

- (a) *in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Club; and*
- (b) *accompanied by the appropriate fee (if any).*
- (c) *Extends to any registered player.*

### 6.2 Discretion to Accept or Reject Application

- (a) *The Board shall consider any application for affiliation at the next Board meeting after the receipt of the application in the prescribed form pursuant to clause 6.1. The Board shall at that meeting decide whether to accept or reject the application.*
- (b) *Where the Club accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended by the Club accordingly as soon as practicable to reflect the status of membership.*
- (c) *Where the Board rejects an application the Club shall refund any fees forwarded with the application and the application shall be deemed rejected.*
- (d) *Any decision and the process of making a decision, by the Board in granting or declining an application for affiliation under this clause 6.2 is final. There is no right of appeal from any application to the Board for membership of the Club as a Member.*

### 6.3 Renewal

*Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in Regulations from time to time.*

### 6.4 Deemed Membership

- (a) *All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.*
- (b) *Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under clause 6.4(a) shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.*

## **7. REGISTER OF MEMBERS**

### **7.1 Club to Keep Register**

*The Club shall keep and maintain a Register in which shall be entered (as a minimum):*

- (a) the full name, address and date of entry of each Member; and*
- (b) where applicable, the date of termination of membership of any Member.*

*Members shall provide notice of any change and required details to the Club within one month of such change.*

### **7.2 Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **7.3 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Board considers appropriate.

## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.*
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;*
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, the Association, Football NSW and FFA.*
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football; and*
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.*

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.*
- (b) Once the Club receives a notice of resignation of membership given under clause 9.1(a), it must make an entry in the Register that records the date on which the Member ceased to be a Member.*

### **9.2 Discontinuance for Breach**

- (a) The Board may consider whether to expel or suspend a Member if:*

- (i) a person makes a complaint to the Board or the Club to the effect that an Expulsion Ground exists for the Member; or
  - (ii) the Board considers, on its own discretion, that there is an arguable case that an Expulsion Ground exists for the Member.
- (b) **if the Board proposes to consider whether to expel or suspend a Member, the Board will refer it to an independent tribunal or committee established in accordance with the Regulations.**
- (c) **the Board must ensure the General Manager or Secretary gives the Member at least 14 days' notice setting out the date, time and venue for the hearing at which the expulsion is to be considered.**
- (d) **in addition to any other requirement set out in the Regulations, a Member given notice under clause 9.2(c) may:**
- (i) give the tribunal or committee written submissions;
  - (ii) attend the hearing stated in the notice and make submissions (but may not be represented by a lawyer); or
  - (iii) do both.
- (e) **At the hearing the panel:**
- (i) must consider any submissions made under **clause 9.2(d)**; and
  - (ii) is not bound by the rules of evidence; and
  - (iii) may resolve to:
    - (A) expel the Member from the Club; or
    - (B) suspend the Member for a specified period and on terms and conditions it deems fit.
- (f) **The Register shall be amended to reflect any discontinuance of membership under this clause 9.2 as soon as practicable.**
- (g) **A Member or the Club may, within 7 days after being given notice of the decision to expel or suspend its membership pursuant to clause 9.2(e), give notice to the General Manager or Secretary appealing the decision.**
- (h) **The process for an appeal of the decision must be conducted in accordance with the Regulations or as directed by the Board. The members of the appeals committee or tribunal must be independent of the parties and the decision made by the appeals tribunal or committee is final and not appealable.**
- (i) **A decision by an appeals tribunal or committee formed under clause 9.2(h) will be final and not appealable.**
- (j) **For the avoidance of doubt, a party to a decision made under this clause 9.2 shall not be entitled to raise a grievance or dispute under clause 27 at any point. The grievance procedures set out in clause 27 is a separate process and cannot be used in conjunction with any matter or decision made under this clause 9.2.**

### 9.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.1 or 9.2:**

- (a) *must seek renewal or re-apply for membership in accordance with this Constitution; and*
- (b) *may be re-admitted at the discretion of the Board.*

### 9.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

### 9.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

### 9.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## 10. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the Board.

## 11. EXISTING DIRECTORS

*The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.*

## 12. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Board. . In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

## 13. COMPOSITION OF THE BOARD

### 13.1 Composition of the Board

*The Board shall comprise:*

- (a) *Up to seven elected directors who shall be elected under clause 14; and*
- (b) *up to two appointed directors who shall be appointed by the Directors in accordance with clause 15.*

### 13.2 Election and Appointment of Directors

- (a) The elected Directors shall be elected under **clause 14.**

(b) The appointed Directors may be appointed under **clause 15**.

### 13.3 Portfolios

The Board may allocate portfolios to directors.

## 14. ELECTED DIRECTORS

### 14.1 Nomination for Board

- (a) Nominations for elected Director positions shall be called for thirty-one (31) days prior to the annual general meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Board from time to time.
- (b) Nominees for elected Director positions must declare any position they hold in the Association, Football NSW or FFA.

### 14.2 Form of Nomination

Nominations must be:

- (a) *in writing;*
- (b) *on the prescribed form (if any) provided for that purpose;*
- (c) *signed by two Individual Members;*
- (d) *certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and*
- (e) *delivered to the Club not less than thirty-five (35) days before the date fixed for the annual general meeting.*

### 14.3 Elections

- (a) *If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.*
- (b) *If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under clause 14.3(a), the positions will be deemed casual vacancies under clause 16.1.*
- (c) *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 on the Board.*
- (d) *Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.*

### 14.4 Term of Appointment for Elected Directors

- (a) *Directors elected under clause 14 shall be elected for a term of one year. Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following.*

- (b) *Each position on the committee will be up for nomination on a yearly basis to take place at the AGM.*
- (c) *Election of official positions will be based on a vote. If vote is tied then the position falls to the incumbent committee position holder. If there is a dead heat on two new member nominations then the position will be determined by lot.*
- (d) *Following the adoption of this Constitution, no person who has served as an elected Director for a period of ten (10) consecutive full terms shall be eligible for election as an elected Director until the next annual general meeting following the date of conclusion of his last term as an elected Director.*

## **15. APPOINTED DIRECTORS**

### **15.1 Appointment of Directors**

The elected Directors may appoint up to two (2) appointed Directors.

### **15.2 Qualifications for Appointed Directors**

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Members.

### **15.3 Term of Appointment**

- (a) *Appointed directors may be appointed by the elected directors under this Constitution for a term of two years, which shall commence from the first Board meeting after the annual general meeting until after the conclusion of the second annual general meeting that follows.*
- (b) *Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms.*
- (c) *Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution shall be determined by the Board.*
- (d) *Following the adoption of this Constitution, no person who has served as an appointed Director for a period of four (4) consecutive full terms shall be eligible for appointment as an appointed Director until the next annual general meeting following the date of conclusion of his last term as an appointed Director.*

## **16. VACANCIES ON THE BOARD**

### **16.1 Casual Vacancies**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

### **16.2 Grounds for Termination of Director**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) *dies*
- (b) *becomes bankrupt or makes any arrangement or composition with his creditors generally*

- (c) *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*
- (d) *resigns his office in writing to the Club*
- (e) *is absent without the consent of the Board from meetings of the Board held during a period of six months*
- (f) *holds any office of employment with the Club without the approval of the Board*
- (g) *is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest*
- (h) *in the opinion of the Board (but subject always to this Constitution):*
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
  - (i) has brought the Club into disrepute
- (i) *is removed by Special Resolution; or*
- (j) *would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).*

### **16.3 Board May Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act. However, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute a quorum.

## **17. MEETINGS OF THE BOARD**

### **17.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within reasonable time.

### **17.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of directors shall for all purposes be deemed a determination of the Board. All directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### **17.3 Resolutions Not in Meeting**

- (a) *A resolution in writing that has been signed or assented to by facsimile or other form of visible or other electronic communication by all the directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the directors.*

(b) **Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the directors is not physically present at the meeting, provided that:**

- (i) *All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.*
- (ii) *Notice of the meeting is given to all the directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that directors are not required to be present in person.*
- (iii) *If a failure in communications prevents **clause 17.3(b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 17.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.*
- (iv) *Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is there present. If no director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.*

#### **17.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is Four.

#### **17.5 Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than two (2) days prior to such meeting.

#### **17.6 Chairperson**

The Board shall appoint a chairperson from among its number. The chairperson shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

#### **17.7 Conflict of Interest**

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Board, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

#### **17.8 Disclosure of Interests**

(a) **The nature of the interest of a director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case,**

*the interest should be revealed to the Board at the next meeting of the Board. If a director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the director becomes interested.*

- (b) *All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.*

## 17.9 General Disclosure

A general notice stating that a director is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 17.8**. After the distribution of the general notice, it is not necessary for the director to give a special notice regarding any particular transaction with that firm or company.

## 17.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 17.7, 17.8** and/or **17.9** must be recorded in the minutes of the relevant meeting.

## 18. DELEGATIONS

### 18.1 Board May Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

### 18.2 Delegation by Instrument

In the establishing instrument, the Board may delegate such functions as are specified in the instrument, other than:

- (a) *this power of delegation; and*
- (b) *a function imposed on the Board or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.*

### 18.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

### 18.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

### 18.5 Delegation May Be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

## **18.6 Revocation of Delegation**

At any time the Board may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

## **19. SEAL**

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.*
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two directors must witness every use of the Seal, unless the Board determines otherwise.*

## **20. ANNUAL GENERAL MEETING**

- (a) The Club's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Board.*
- (b) All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with this Constitution.*

## **21. SPECIAL GENERAL MEETINGS**

### **21.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between annual general meetings, the Board shall convene a special general meeting before the expiration of that period.

### **21.2 Requisition of Special General Meetings**

- (a) The secretary will convene a special general meeting when five per cent of Members (no less) submit a requisition in writing.*
- (b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.*
- (c) If the Board does not cause a special general meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.*
- (d) A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.*

## **22. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the email addresses appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of General Meetings.*
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.*

- (c) **At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:**
- (i) *the agenda for the meeting; and*
  - (ii) *any notice of motion received from Members entitled to vote.*
- (d) **Notice of every general meeting shall be given in the manner authorised in clause 36.**

## **23. BUSINESS**

- (a) **The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Board and auditors, the election of directors under this Constitution and the appointment of the auditors.**
- (b) **All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in clause 23(a), shall be general business.**

## **24. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than twenty-five days (excluding receiving date and meeting date) prior to the general meeting.

## **25. PROCEEDINGS AT GENERAL MEETINGS**

### **25.1 Quorum**

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall require greater than four (4) members to attend meetings.

### **25.2 Chairperson to Preside**

The chairperson of the Board shall, subject to this Constitution, preside as chair at every general meeting except:

- (a) *in relation to any election for which the chairperson is a nominee; or*
- (b) *where a conflict of interest exists.*

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

### **25.3 Adjournment of Meeting**

- (a) **If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.**
- (b) **The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.**
- (c) **When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.**

- (d) *Except as provided in clause 25.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.*

#### **25.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) *the chairperson; or*  
(b) *a simple majority of the Members.*

#### **25.5 Recording of Determinations**

Unless a poll is demanded under **clause 25.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

#### **25.6 Where Poll Demanded**

If a poll is duly demanded under **clause 25.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

### **26. VOTING AT GENERAL MEETINGS**

#### **26.1 Members Entitled to Vote**

Each Individual Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

#### **26.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

#### **26.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

#### **26.4 Postal Voting**

No motion shall be determined by a postal ballot.

### **27. GRIEVANCE PROCEDURE**

- (a) *The grievance procedure set out in this rule applies to disputes under these rules between a Member and:*
- (i) *another Member; or*  
(ii) *the Club.*
- (b) *The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.*

- (c) *If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.*
- (d) *The Board may prescribe additional grievance procedures in the Regulations consistent with this clause.*

## **28. RECORDS AND ACCOUNTS**

### **28.1 Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or general meeting.

### **28.2 Records Kept in Accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

### **28.3 Board to Submit Accounts**

The Board shall submit the Club's statements of account to the Members at the annual general meeting in accordance with this Constitution and the Act.

### **28.4 Accounts Conclusive**

The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

### **28.5 Accounts to be Sent to Members**

The Secretary shall cause to be sent to all persons entitled to receive notice of annual general meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

### **28.6 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised directors or in such other manner as the Board determines.

## **29. AUDITOR**

- (a) *A properly qualified auditor or auditors shall be appointed by the Club in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the Corporations Act 2001 (Cth.) and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a general meeting.*
- (b) *The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.*

### **30. INCOME**

- 30.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.
- 30.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 30.3 Except as prescribed in this Constitution or the Act:
- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member**
  - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.**
- 30.4 Payment in good faith of or to any Member can be made for:
- (a) any services actually rendered to the Club whether as an employee, director or otherwise**
  - (b) goods supplied to the Club in the ordinary and usual course of operation**
  - (c) interest on money borrowed from any Member**
  - (d) rent for premises demised or let by any Member to the Club; or**
  - (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.**

Nothing in **clauses 30.2 or 30.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **31. WINDING UP**

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.**
- (b) The liability of the Members of the Club is limited.**
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).**

### **32. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

### **33. ALTERATION OF CONSTITUTION**

*This Constitution shall not be altered except by Special Resolution.*

### **34. REGULATIONS**

#### **34.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and football in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

#### **34.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **34.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

#### **34.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

### **35. STATUS AND COMPLIANCE OF CLUB**

#### **35.1 Recognition of Club**

The Club is a Member of the regional and/or state bodies for football and is recognised by those bodies as the entity responsible for the delivery of football in the local area and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer football in the local area in accordance with the Objects.

#### **35.2 Constitution of the Club**

This Constitution will clearly reflect the Objects of the region and state bodies for football and will conform to the Constitutions of those bodies, subject always to the Act.

#### **35.3 Region and Football NSW**

The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by Special Resolution.

### **36. NOTICE**

(a) *Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.*

## General Information Sheet

JLT Sport

Distinctive. Choice.



### PERSONAL INJURY INSURANCE



#### What is Personal Injury Insurance?

Accidents. We never see them coming.

But you can be better prepared with the right personal accident insurance policy.

Personal Accident insurance is designed to offer some peace of mind to members, participants, volunteers etc of an organisation by having protection for certain costs related to an injury sustained whilst involved in an Insured's activity.

#### What is generally covered ...

- ✓ Physio
- ✓ Chiro
- ✓ Dental
- ✓ Ambulance transport
- ✓ Private hospital accommodation

#### What is generally NOT covered ...

- ☒ Doctor's Fees
- ☒ Surgeon's Fees
- ☒ Anaesthetist Fees
- ☒ X-rays
- ☒ Public hospital costs
- ☒ MRI Scans

#### You can't claim if you ...

- ☒ Play against medical advice
- ☒ Have a pre-existing injury
- ☒ Are under the influence of alcohol or drugs
- ☒ Are involved in a criminal act
- ☒ Have a pre-existing illness or disease (i.e. cancer, heart condition)

#### Quick Note

MRI scans are generally claimable through Medicare, however sometimes the referrer and/or provider is not registered with Medicare. In this case, you can claim through your Personal Accident policy.

#### When does Personal Injury Insurance apply?

Personal Accident insurance provides coverage for injuries sustained whilst participating in an activity under the following circumstances;

- ✓ An official match or training session
- ✓ Travelling to and from an official club activity
- ✓ Participation in an official club function
- ✓ Tours or representative matches

#### What cover is generally provided within a Personal Injury policy?

- Capital Benefits – provides cover in the event of death or permanent disability. Please refer to your Programme Summary for full benefit details and limits.
- Non-Medicare Medical Benefits – provides reimbursement for items that are not claimable in any way through Medicare. Due to legislation, this does not include the Medicare Gap.
- Loss of Income cover – (where included) provides reimbursement of a claimants' weekly income. Please refer to your Programme Summary for full benefit details and limits.

#### Examples of Personal Injury Claims

- Capital Benefit – a participant loses permanent sight in one eye due to a ball hitting him. The claimant can claim for permanent disablement under this section.
- Non-Medicare Medical Benefits – a participant requires a knee reconstruction resulting from a sporting injury. A claim can be made through this section of the policy for items not covered in part by Medicare.
- Loss of Income (where covered by the sport) – Bill is a builder and is unable to work due to breaking his leg whilst playing. His loss of earnings (not including sick leave) can be claimed under this section of the policy.

#### How do I make a Personal Injury claim?

- Step 1 – access a current claim form from the JLT Sport website
- Step 2 – complete all relevant sections of the claim form
- Step 3 – send your claim form to your nominated claims advisor as soon as possible\*
- Step 4 – your claims advisor will confirm receipt of your claim

\* Please note – most policies have a time limit in which to submit your claim form

General Advice Warning: The information contained herein is of a general nature only. It does not take into account your individual needs or financial situation. This document must be read in conjunction with your organisation's specific coverage details and documentation including the Policy Wording and/or Product Disclosure Statement. For copies of these documents, please refer to [www.jltsport.com.au](http://www.jltsport.com.au)

NLD111C0

# JLT Sport Programme Summary

## JLT Sport

The Football NSW (FNSW) Risk Protection Programme ("The Programme") is an initiative of FNSW and has seen a number of benefits provided to all football clubs throughout NSW. It is designed to save clubs time, effort and money and provide enhance cover and services for the football community.

### Coverage

This Programme provides coverage 365 days of the year with an annual renewal date of 31st December.

### What's Covered

In general, all football activities are covered. This includes matches, training, functions, meetings and the like (anywhere in Australia). The Programme provides competitively broad protection across the following areas:

Public Liability*	Club Management Liability*	Personal Accident*
		
<b>Who is Covered?</b> Football NSW including each club and association affiliated directly or indirectly with FNSW, registered members and officials including coaches, referees and medical officers.	<b>Who is Covered?</b> Football NSW and all affiliated Leagues and Clubs, affiliated directly or indirectly with Football NSW.	<b>Who is Covered?</b> All registered participating and non participating members, officials, volunteers, club committee members, office bearers, medical officers, coaches and referees of the insured.
<b>Coverage Limits &amp; Excess</b> General & Products Liability \$25,000,000 (\$1,000 Excess) Errors and Omissions \$10,000,000 (\$1,000 Excess)	<b>Coverage Limits &amp; Excess</b> Directors & Officers \$5,000,000 (Nil Excess - in part) Employment Practices \$5,000,000 (\$10,000 Excess) Employee Theft \$50,000 (\$2,500 Excess)	<b>Coverage Limits &amp; Excess</b> Capital Benefits \$100,000 maximum Non-Medicare Medical Expenses 100% Max \$5,000 (\$50 Excess) Loss of Income Benefits Maximum \$250 per week 7 day elimination period 52 week benefit period
<b>Insurer/Issuer</b> Liberty International Underwriters	<b>Insurer/Issuer</b> CGU	<b>Insurer/Issuer</b> QBE Insurance Australia

\* Refer to the policy wording located on our website to find out exactly who's covered, detailed policy benefits and exclusions.

What you'll find on our website

#### Claims

- ✓ Claim Forms
- ✓ Step by Step Instructions
- ✓ Handy Hints

#### Certificate of Currency

- ✓ Legal document
- ✓ Confirms Liability Insurance
- ✓ Available 24/7



JLT Sport is a division of Jardine Lloyd Thompson Pty Limited ABN 69 009 864 AFS Licence 226827

[www.jltsport.com.au](http://www.jltsport.com.au)