

# **CONSTITUTION**

## **OLD IGNATIANS' SOCCER CLUB**

### **AUGUST 1996**

**as AMENDED:**

**November 2008**

**November 2009**

## OLD IGNATIANS' SOCCER CLUB CONSTITUTION

### 1. Name

The name of the Association shall be the **OLD IGNATIANS' SOCCER CLUB** (and, for as long as the Club is incorporated under the *Associations Incorporations Act 1985* (SA), the word "Incorporated" must appear as part, and at the end, of the name of the Club).

### 2. Interpretation

In this constitution:-

- 2.1 **"the Act"** means the *Associations Incorporations Act 1985* (SA) as amended or substituted from time to time;
- 2.2 **"the annual subscription"** shall mean the fee charged in respect of membership of the Club pursuant to clause 5;
- 2.3 **"the Club"** means the Old Ignatians' Soccer Club;
- 2.4 **"Full Term"** means the period beginning immediately after the last concluded Annual General Meeting and ending at the calling to order of the Annual General Meeting next occurring;
- 2.5 **"general meeting of the club"** means any meeting held by members of the Club in respect of the Club, other than Executive Committee Meetings and the meetings of other committees established by the Executive Committee (if any);
- 2.6 **"Life Members"** of the Club shall be those members elected by a three quarters majority of members present at an Annual General Meeting on a recommendation of the Executive Committee forwarded with the Notice of Meeting;
- 2.7 **"the Match Rules"** are the Rules made pursuant to clause 15 of this Constitution;
- 2.8 **"Special Members"** shall mean any patrons, vice-presidents, and honorary members of the club nominated by and for the term stipulated by the Executive Committee and as confirmed by the general committee from time to time; and,

2.9 **“statement of accounts”** shall comprise a statement of the receipts and outgoings of the Club during, and a statement of the Clubs assets and liabilities as at the end of, the relevant financial year.

### 3. **Objects**

The objects of this club shall be:-

- 3.1 the encouragement and promotion of soccer;
- 3.2 the arrangement of matches in competition with other such soccer clubs and in such competition as the members in Annual General Meeting shall approve from time to time; and
- 3.3 the promotion of good sportsmanship and the spirit of competitive soccer.

### 4. **Membership**

4.1 The members of the Club shall be:-

- 4.1.1 All persons who have paid the annual subscription and are admitted to membership by the Executive Committee;
- 4.1.2 Life Members; and,
- 4.1.3 Special Members.

4.2 The Executive Committee shall have the absolute right to determine whether or not to admit a person to membership of the Club and may impose such conditions of entry on an applicant as the Executive Committee in its absolute discretion thinks fit.

4.3 A member is not required to have attended St Ignatius College as a student nor have been associated with St Ignatius College in any manner.

4.4 A person ceases to be a member of the Club if that person:-

- 4.4.1 dies;
- 4.4.2 resigns that membership in writing;
- 4.4.3 is expelled from the club; or
- 4.4.4 has not paid the annual subscription (if any) by the prescribed date as determined by the Executive Committee pursuant to clause 5.3 or

such later date as the Executive Committee in its absolute discretion may allow.

- 4.5 The liability of the Club to contribute towards the payment of the debts and liabilities of the Club or the cost, charges and expense of the winding up of the Club is limited to the unpaid amount, if any, of the annual subscription in respect that member in respect of the financial year in which such debts, liabilities, cost, charges, or expenses become due and payable.

## 5. Subscriptions

- 5.1 Each member of the Club shall subscribe towards the funds of the Club an amount to be determined by the Executive Committee (**“the annual subscription”**).
- 5.2 There shall be no annual subscription for Life Members or Special Members.
- 5.3 The annual subscription shall be paid to the Treasurer on or before such date as the Executive Committee in its absolute discretion shall determine (**“the prescribed date”**).
- 5.4 Any member required to pay an annual subscription who has failed to do so by the prescribed date may in the absolute discretion of the Executive Committee or on such terms as the Executive Committee in its absolute discretion thinks fit be denied the privileges of membership, including but not limited to the right to play soccer for the Club.
- 5.5 On payment of the subscription an applicant is:-
- 5.5.1 deemed to be a member of the Club for the Full Term, provided that any act performed prior to such payment being received is deemed not to have been performed in the applicant’s capacity as a member of the Club;
  - 5.5.2 subject to this Constitution, entitled to one vote at a general meeting of the Club;
  - 5.5.3 not entitled to transfer the entitlement to vote by proxy or otherwise;
  - 5.5.4 entitled to obtain from the Secretary a copy of this Constitution and the Match Rules (if any) upon request.

## 6. General Meetings of the Club

- 6.1 With the exception of the first Annual General Meeting of the Club, the club shall convene an Annual General Meeting once in every calendar year.
- 6.2 The first Annual General meeting is deemed to have been the general meeting at which this Constitution was accepted by the Club. The second Annual General Meeting shall be convened within six months of the beginning of the financial year commencing after the first Annual General Meeting.
- 6.3 Subject to clauses 6.1 and 6.2, the date for the Annual General Meeting (“the AGM”) shall be fixed by the Executive Committee.
- 6.4 The Secretary shall give 21 days notice of the AGM to all members of the Club.
- 6.5 The following business shall be conducted at the AGM:
  - 6.5.1 the presentation of the annual reports of the President and the Treasurer;
  - 6.5.2 the election of the Officers of the Club;
  - 6.5.3 subject to this Constitution and the Match Rules, the determination of the dates of play and the nature of the competition for the next ensuing season, where appropriate and if possible;
  - 6.5.4 any general business raised by members;
  - 6.5.5 any other business which shall be necessary for the purpose of this Constitution.
- 6.6 Special General Meetings may be called by the Secretary, or the President, or by the Secretary upon the request of a written requisition signed by at least ten (10) members (“**the requisition**”).
  - 6.6.1 the Secretary shall give all members of the Club a copy of the Notice of Meeting 21 days prior to a Special General Meeting.
  - 6.6.2 The requisition must specify the purpose for which the meeting is to be called and that purpose shall be stated in the Notice of Meeting.
  - 6.6.3 Where a Special General Meeting is called by the Secretary or the President the purpose for which the meeting is called shall be stated in the Notice of Meeting.

- 6.6.4 No business other than that stated in the Notice of Meeting shall be conducted at a Special General Meeting.
- 6.7 All members of the Club shall be entitled but not obliged to attend any and all general meetings of the club.
- 6.8 At every general meeting of the Club, a quorum shall consist of twelve (12) persons.
- 6.9 The President shall chair every general meeting of the Club. In the President's absence, the Secretary shall chair the meeting. If neither person is available at any such meeting, the Chair of that meeting shall be elected by the meeting prior to the commencement of business.
- 6.10 At every general meeting of the Club, the Chair shall have both a deliberative and a casting vote.
- 6.11 The Secretary shall take and record the business of the meeting and Minutes of the immediate past meeting (if any) shall be tabled and confirmed at each general meeting of the club.

## **7. Offices**

- 7.1 The Club shall have the following Offices:-
- 7.1.1 President;
  - 7.1.2 Secretary;
  - 7.1.3 Treasurer; and
  - 7.1.4 General Committee Members.
- 7.2 The number of General Committee Members shall be determined by the Executive Committee in its absolute discretion.
- 7.3 There is no requirement, either express or implied, in this Constitution that any Office other than the Office of President be filled at any particular time.
- 7.4 No person is entitled to be nominated for or elected to an Office of the Club unless they are a member of the Club.
- 7.5 No person shall continue to simultaneously hold more than one Office of the Club.

- 7.6 No person shall be entitled to be nominated for or elected to the Office of President of the Club unless they attended the St Ignatius College senior school (howsoever named) in the State of South Australia as a student, for a period of no less than one (1) school year, or have been a member of the club for five (5) years.
- 7.7 No person shall be entitled to be nominated for or elected to in general meeting the Offices of President, Secretary, or Treasurer (“**the Principal Offices**”) unless that person has previously held an Office PROVIDED ALWAYS but subject to the other clauses of this Constitution that if no suitably qualified person is nominated for any one of the Principal Offices any member may be nominated and be elected to a Principal Office.
- 7.8 In the event of any Office of the Club other than the President being or falling vacant during the Full Term, the Executive Committee shall be empowered to fill such vacancy at its absolute discretion and with any member of the Club, whether such person is on the Executive Committee or otherwise.
- 7.9 In the event of the Office of the President falling vacant during the Full Term, the Executive Committee shall be empowered and obliged to select a successor to fill such vacancy (“**the Successor**”).
- 7.9.1 The Successor shall be elected from among the remaining members of the Executive Committee who meet the criteria outlined in clause 7.6. The Successor shall immediately vacate their previous Office and shall hold the Office of President for the remainder of the Full Term in which they were so selected.
- 7.9.2 If none of the remaining members of the Executive Committee meet the criteria outlined in clause 7.6, the Executive Committee shall in its discretion appoint any member of the Club who does meet the said criteria as a temporary Successor, and convene a Special General Meeting to elect a Successor as soon as is practicable and in all cases no more than 60 days after the vacancy first occurred.
- 7.9.3 The temporary Successor shall hold the Office of President from the time of their appointment until the end of the Special General Meeting called to elect a person to the Office of President, at which time the person so elected shall replace them and hold the Office of President for the remainder of the Full term in which they were so elected.

7.9.4 In the event that there is no member of the Club who meets the criteria in clause 7.6 and who is willing to fill the Office of President, the Club shall be wound up.

7.10 Any person holding an Office of the Club may resign from that Office by giving Notice of Retirement in writing either to the President or the Secretary and such notice shall become effective on receipt thereof by the person to whom it is addressed or as otherwise set out in the Notice of Retirement.

## **8. Election of Officers**

8.1 At the calling to order of each Annual General Meeting of the Club, all Officers shall retire but shall be eligible for re-election.

8.2 The first Officers of the Club shall be comprised of the persons who fill the Offices of the Club immediately prior to the incorporation of the Club. The first Officers shall hold office up to the calling to order of the first concluded Annual General Meeting after the incorporation of the Club.

8.3 Subject to this Constitution, subsequent Officers of the Club shall hold their Office for the Full Term immediately following the Annual General Meeting at which they were elected.

8.4 No person shall be elected to fill any Office of the Club unless a nomination:-

8.4.1 in writing;

8.4.2 stating the Office nominated for; and

8.4.3 signed by the nominee, their proposer and their seconder (all of whom must be members of the Club);

has been received by the Secretary seven (7) days prior to the Annual General Meeting.

8.5 If more than one person is nominated for any Office:-

8.5.1 an election by show of hands shall be held which shall be under the supervision and control of the Chair of the Annual General Meeting who may appoint such assistants for the purposes of the task as they shall think fit;

8.5.2 the person recording the highest number of votes shall be declared by the Chair to be duly elected to the Office being voted upon PROVIDED THAT if there is an equality of votes the Chair shall have the casting

vote to decide who shall fill the Office PROVIDED FURTHER that if the Office is one for which the Chair has been nominated the person next appearing on the list in clause 7.1 shall have the casting vote.

- 8.6 If more nominations are received for the Offices of General Committee Member than there are Offices available:-
- 8.6.1 an election by show of hands shall be held which shall be under the supervision and control of the Chair of the Annual General Meeting who may appoint such assistants for the purposes of the task as he or she shall think fit;
- 8.6.2 the person recording the highest number of votes shall be declared by the Chair to be duly elected to an Office. The person recording the next highest number of votes shall be declared by the Chair to be duly elected to an Office, but only if an Office is available. This process shall continue until the number of seats available is filled PROVIDED THAT if there is at any stage an equality of votes the Chair shall have a casting vote to decide who shall fill the Office PROVIDED FURTHER that if the Office is one for which the Chair has been nominated the person next appearing on the list in clause 7.1 shall have the casting vote.
- 8.7 If only one nomination is received for any Office, or in the case of General Committee Members as many nominations are received as there are Offices, the Chair of the Annual General Meeting shall be declared the persons or persons so nominated to be duly elected to fill the Office for which they have been nominated.
- 8.8 If no nomination is received for any Office, or in the case of General Committee Members, fewer nominations are received than there are Offices, any Offices for which no nominations were received shall be a casual vacancy.
- 8.9 The Club may by resolution at a Special General Meeting called for that purpose remove a person from an Office of the Club before the expiration of that person's term, and appoint another member of the Club to hold that Office for the remainder of the Full Term for which the original Officer was elected. Where no other person is appointed, the Office shall be a casual vacancy.

## **9 Duties of the Office Holders**

### **9.1 The President:-**

9.1.1 shall present the President's Annual Report at every Annual General Meeting; and

9.1.2 shall perform all such other duties which are consistent with the office of president as may from time to time be necessary.

### **9.2 The Secretary:-**

9.2.1 shall handle all correspondence of the Club;

9.2.2 shall maintain all records of the Club, including the minutes of all meetings, statistics and scorecards; and

9.2.3 shall perform all such other duties which are consistent with the office of secretary as may from time to time be necessary.

### **9.3 The Treasurer:-**

9.3.1 shall be responsible for the receipt of moneys of the Club and the payment of all accounts of the Club;

9.3.2 shall pay all receipts of the Club into the Club's current bank account;

9.3.3 shall keep and maintain the accounts of the Club as required by law and which are necessary to correctly record and explain the financial transactions and financial position of the Club;

9.3.4 shall present the Treasurer's Annual Report at every Annual General Meeting other than the first Annual General Meeting. The Treasurer's Annual Report shall include a statement of accounts in respect of the financial year immediately preceding the Annual General Meeting; and

9.3.5 shall ensure that the accounts of the Club kept in pursuance of clause 9.3.3 are audited at least each alternate financial year in time for the auditor's report to be presented to the Annual General Meeting as part of the Treasurer's Annual Report.

9.4 The Executive Committee in its discretion shall determine the signing officers for all withdrawals from the current bank account.

9.5 The auditors or auditors referred to in clause 9.3.5 shall be appointed by the Treasurer unless appointed by a general meeting of the Club.

9.6 Such auditors may be members of the Club, but no person shall be eligible for appointment as an auditor who is interested in the Club otherwise than as a member and no Officer of the Club shall whilst holding that Office be eligible as an auditor of the Club. The auditor or auditors shall at all times have access to all books of account of the Club.

## **10 The Executive Committee**

10.1 Subject to clauses 10.11 and 10.12, the Executive Committee ("**the Committee**") shall consist of the current Officers of the Club.

10.2 Subject to this constitution and the provisions of the Laws of Association Football, the Committee shall be empowered to do all such acts, matters, and things as it shall in its discretion see fit for carrying into effect the Objects of the Club PROVIDED ALWAYS that the Committee must act at all times in the best interests of the Club. Without limits the generality of the foregoing, the Committee shall have the following powers and duties:-

10.2.1 to interpret and decide all matters in connection with this Constitution and the construction thereof and all matters connected with the Match Rules;

10.2.2 to seek the assistance of other members of persons for special purposes, and to employ any person, firm, or company for any purpose which may seem expedient;

10.2.3 to fill casual vacancies caused by resignation, death, or otherwise in any Office of the club, excluding the Office of President, for the remainder of the Full Term in which such vacancy occurs;

10.2.4 to supervise and manage exclusively the affairs, including the financial affairs, of the Club; and

10.2.5 to authorise disciplinary action, including but not limited to the imposition of fines; and

10.3 The Committee shall be subject to any directions given to it by the Club in general meeting.

10.4 The Committee must meet at least once per month during the course of the Season. Such meetings shall be *in camera* unless the Committee in its absolute discretion shall, or from time to time, provide otherwise.

- 10.5 Meetings of the Committee may be called by any member of the Committee by giving notice of their intention to call a meeting to the Secretary. The Secretary shall thereupon call a meeting as soon as practicable upon receipt of such notice.
- 10.6 Four (4) members of the Committee shall constitute a quorum at its meetings.
- 10.7 The President shall chair all the meetings of the Committee. In the President's absence, the Secretary shall chair the meeting. If neither person is present, the Committee shall, prior to the commencement of business, elect a Chair for that meeting from among its members then present.
- 10.8 At every meeting of the Committee, the Chair shall have both a deliberative and a casting vote.
- 10.9 The Secretary shall take and record the business of the meeting and Minutes of the immediate past meeting (if any) shall be tabled and confirmed at each meeting.
- 10.10 The Committee may otherwise determine its own procedure.
- 10.11 Where any dispute or matter for the time being considered by the Committee involves a member of the Committee, then the Chair of that Committee shall require that Committee member to be disqualified from the Committee for the duration of, but only in respect of, the dispute or matter.
- 10.12 Where a Committee member has been disqualified pursuant to clause 10.11, the President shall if necessary appoint such a temporary replacement from amongst the members of the Club, and such temporary replacement shall be in respect of the matter for which the original Committee member has been disqualified a member of the Committee and empowered to vote accordingly.
- 10.13 In the event that the President is the Committee member disqualified, the power to appoint a temporary replacement shall pass to the first holder of the Offices named in the order found in clause 7.1 who is not subject to disqualification in respect of the matter or dispute. Any matter in which the entire Committee is interested must be put to the general meeting.

## **11 Delegation of the Executive Committee**

- 11.1 The Executive Committee may, by written instrument and subject to such terms and conditions and limitations as the Executive Committee in its sole

discretion shall see fit, delegate to one or more sub-committees (consisting of such members of the Club as the Executive Committee thinks fit and including but not limited to the Selection Committee) the exercise of such of the functions of the Executive Committee as are indicated in that instrument or this Constitution, other than:-

11.1.1 this power of delegation; and

11.1.2 a function which is imposed on the Executive Committee by the Act or under any other law

PROVIDED ALWAYS that the Executive Committee may continue to exercise any function delegated.

- 11.2 A function the exercise of which has been delegated to a sub-committee under this clause 11 may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- 11.3 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause 11 has the same force and effect as it would have if it had been done or suffered by the Executive Committee.
- 11.4 The Executive Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause 11.
- 11.5 Unless otherwise directed by the Executive Committee, a sub-committee may meet and adjourn as it thinks proper.

## **12 Selection Committee**

12.1 The Executive Committee may each season appoint suitable persons to any or all of the following positions:-

12.1.1 The Club Manager, who shall co-ordinate the selection of players;

12.1.2 Grade Coaches, who subject to the directions of the Club Manager shall be responsible for coaching, selecting, and organising their respective Grade team; and

12.1.3 Grade Managers, who with the Club Manager and the respective Grade Coach (if any) shall be responsible for selecting and organising their respective Grade team.

12.2 The Selection Committee shall consist of:-

- 12.2.1 the Club Manager; and
- 12.2.2 all Grade Coaches.
- 12.3 The Selection Committee is alone empowered to select the teams and its decision is final.
- 12.4 The Selection Committee may do any such tasks which are delegated to it from time to time by the Executive Committee or the Club in general meeting, or which are required of it under this Constitution or the Match Rules, including but not limited to and subject to the approval of the Executive Committee the selection of a captain for every team fielded by the Club.
- 12.5 The Selection Committee shall conduct its meetings *in camera*, but may otherwise determine its own procedure.

### **13 Disciplinary Action**

- 13.1 The Committee retains sole discretion to introduce a Code of Conduct or to modify or repeal any existing Code of Conduct at any time.
- 13.2 If introduced, a Code of Conduct must establish:
  - 13.2.1 the rights of members, including those under this constitution;
  - 13.2.2 the behavioural expectations of members;
  - 13.2.3 the process (including a right to appeal) to be undertaken should the Code be breached;
  - 13.2.4 the penalties that may be applied should a breach be determined; and
  - 13.2.5 any other matters deemed fit by the Committee.
- 13.3 A member will be ineligible to play unless and until they have agreed to adhere to the Code of Conduct.
- 13.4 In setting the process pursuant to clause 13.2.3, the Code of Conduct must require the Committee to:
  - 13.4.1 provide advanced notice of the nature of any alleged breaches to any member facing disciplinary proceedings, and that member's rights in relation to the process;

13.4.2 provide the member facing disciplinary with a reasonable opportunity to respond to any allegations made against the member prior to a decision being reached; and

13.4.3 take into account any matters raised by the member facing disciplinary proceedings prior to making a decision in relation to the breach or the penalty to be imposed against the member.

## **14 Disputes and Protest**

14.1 All disputes, reports, or protests shall be determined at **first** instance (except in relation to matters raised under clause 13) by the Selection Committee and shall be determined in accordance with this Constitution and the Match Rules.

14.2 Any member aggrieved by any decision made by the Selection Committee (other than in the selection of teams) shall have the right to appear and be heard by the Executive Committee at its next scheduled meeting, or, where appropriate, at a special meeting of the Executive Committee PROVIDED ALWAYS that the Executive Committee is not required to act in any way to alter the decision of the Selection Committee or to provide reasons, written or otherwise to the member appearing, and the Executive Committee's determination for or against the member is final and binding upon the member.

## **15 Match Rules**

The Executive Committee may from time to time make such Match Rules as it may determine to be in the best interests of the Club for the purposes of carrying into effect the objects of the Club. Each and every Rule in the Match Rules shall be effective so long as the same is not expressly or by necessary implication excluded, altered, or otherwise modified and shall be binding on all members of the Club.

## **16 Alteration of the Constitution**

16.1 This Constitution may be altered upon the motion of any member of the Club at any Annual General Meeting, or at a Special General Meeting.

16.2 Notice of intention to move for an alteration to this Constitution shall be given by giving to the Secretary not less than one calendar month prior to the

Annual General Meeting or Special General Meeting at which it is intended to put the motion:-

16.2.1 notice in writing of the motion; and

16.2.2 sufficient written copies thereof to enable the Secretary to deliver a copy to each member not less than twenty one (21) days prior to the Annual General Meeting or Special General Meeting.

16.3 A two-thirds majority of members present at the Annual General Meeting or Special General Meeting at the time the vote is taken is required to alter this Constitution.

## **17 Notices**

All notice required by this Constitution or by the Match Rules to be given to a member may be given any method of written communication that the Secretary sees fit. The accidental or inadvertent omission to give notice to any member of any Annual General Meeting or Special General Meeting shall not invalidate a meeting otherwise duly convened by such notice or any decision made at such meeting.

## **18 Paramountcy**

18.1 This Constitution approved on the **27<sup>th</sup> day of November 2008** hereby repeals all and any previously existing constitution or constitutions.

18.2 Any appointment made or motion passed under any constitution hereby repealed and in force immediately prior to such repeal shall continue in force so far as is practicable as if the same were made under a contract and shall be effective so long as the same is not expressly or by necessary implication excluded, altered or otherwise modified.

## **19 Insurance**

The Executive Committee shall effect and maintain for and on behalf of the Club any insurance required by the Act and any other insurance as the Executive Committee shall in its absolute discretion see fit.

## **20 Non-Profit**

- 20.1 The income and property of the Club shall be applied solely towards the promotion of the objects of the Club, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, provided that nothing herein shall prevent the payment in good faith of remuneration to any Officer or servant of the Club for any service actually rendered to the Club, or reasonable and proper rental for premises let by any member to the Club PROVIDED ALWAYS that such remuneration is consistent with the Club's obligations as a member of any affiliate of any competition.
- 20.2 The Club may raise income by way of subscriptions, lotteries, or other such means PROVIDED ALWAYS that it is in compliance with the requirement of the Act (for so long as the Club is incorporated under that Act), the *Lotteries and Gaming Act*, and such other relevant legislation and regulations thereunder.

## **21 Winding Up**

If upon the winding-up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be distributed to another body or bodies having similar objects as the Club, or to such charitable body or bodies that the Headmaster for the time being of the St Ignatius College senior school (howsoever named) in the State of South Australia shall nominate, PROVIDED THAT such body or bodies shall prohibit the distribution of income and property to its and the Club's members.