



Marrickville Football Club Incorporated

Constitution effective from 6th November 2023

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Document Management

Version	Date	Comments
0.1	09/05/2015	Initial draft by Benjamin Burrows & Gary Schmidt circulated for commentary
0.15	19/06/2015	Updated for feedback received
0.2	26/06/2015	Version released for consideration and approval at MFC Incorporated AGM
1.0	24/07/2015	Final document updated after approval at 20/07/2015 MFC Incorporated AGM
2.0	10/06/2016	Document's cover page updated to reflect MFC logo approved by Management Committee for use from 2016 onwards
2.1	23/08/2016	Update Management Committee size (from approximately 18 to 8) to support and streamline Club operations in preparation for 2017 planning, amend references from Vice-President to Managing Director and other minor typographic errors.
3.0	27/09/2016	Document updated following approval at Annual General Meeting
3.1	15/09/2021	Document review & update by M Bacrinotis, including: <ul style="list-style-type: none"> a. Document's cover page updated to reflect the current applicable MFC logo b. Improved statement reflecting the Club's objects S3.1 c. Inclusion of consideration to registration refund upon member discontinuance S7.8 d. Clarification of the powers of the MC with respect to Club logo and uniform S12.1 e. Circumstances in which to remove a MC member S12.9
3.2	09/10/2021	Document review & update by G Schmidt including: <ul style="list-style-type: none"> a. Simplification of language, process and support of Club activities b. Acknowledgement of traditional owners of the land S1 c. Clarified status of members and Life Members S4 d. Clarification on a minor (under 18) member's voting via the minor's parent/guardian S15.2 e. The Club's Secretary to be the Club's Public Officer unless otherwise stated. S12.6 f. Support of proxy voting at AGM and conditions supporting its use S15.2 g. AGM amendments to running AGM – call for statements of interest (S16.2), quorum to be 15 members S16.2
4.0	26/10/2021	Document prepared for consideration at 26/10/2021 AGM
5.0	06/11/2023	Document updated and published following acceptance at 26/10/2021 AGM
		Document updated and published following acceptance at 06/11/2023 AGM

1 The Club

1. The name of the Club is **Marrickville Football Club Incorporated**. Permitted alternate official references for the Club are:
 - (a) Marrickville Football Club,
 - (b) Marrickville FC,
 - (c) MFC, and
 - (d) "Red Devils" or "Marrickville FC Red Devils" or Marrickville Red Devils" or "MFC Red Devils".
2. The Club's colours are Red with White.
3. Gadigal land - Marrickville Football Club acknowledges the Gadigal clan of the Darug people from the Eora Nation as the traditional owners of the land, rivers and seas that the Club plays, trains and meets on. Marrickville Football Club acknowledges and pays respects to the Elders - past, present and emerging of all Nations.

2 Definitions & Interpretations

2.1 Definitions

1. In this constitution the following words have the stated meaning:

The Act means the [Associations Incorporation Act 2009](#) and/or as subsequently updated

Club means the association covered by this constitution outlined in Section 1

Committee Members means a Member of the Management Committee of executive team and includes any person acting in an executive capacity to lead the Club and who is, from time to time, appointed in accordance with this Constitution.

Co-opted Committee Member means a member of the Management Committee appointed by the members of the Management Committee to offer general help and assistance.

Constitution means this Constitution of the Club

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

Life Member means an adult individual appointed as a *Life Member* of the Club

Management Committee means the body overseeing and managing the Club's operations consisting of the Committee Members either as a whole or individually as delegated by the Management Committee

Member means a person whose registration request fulfils all acceptance criteria, is fully financial and thereby supports the Club's objects. Members include but are not limited to:

 - Adult member* – a person aged 18 years or over playing football with the Club,
 - Community member* – a person who is interested in furthering the objects of the Club but is not a playing or guardian member,
 - Guardian member* – the adult parent or guardian person, whom themselves may be a playing or non-playing member, that signs the registration form in respect of a minor person,
 - Junior or minor member* – a person aged under 18 playing football with the Club,
 - Non-playing member* – an adult person who having met all the requirements for membership is registered with the club and coaches or manages a football team and/or performs a Management Committee approved administrative or recognised function for the Club,
 - Playing member* - a person who having met all the requirements for membership is registered to play football with the Club in any sanctioned competition or demonstration.

Objects means the Objects of the Club

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 requirements.

The Regulation means the [Associations Incorporation Regulation 2010](#) and/or as subsequently updated

Special general meeting means a general meeting of the association and/or Club other than an annual general meeting

Special Resolution means a Special Resolution defined in the Act

Secretary means:

 - (a) The person holding office under this constitution as Secretary of the Club, or

If no such person holds that office—the Public Officer of the Club.

2.2 Interpretations

1. The following interpretations shall apply:
 - 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 electronically
 - i. References to the singular do not exclude the plural and plural do not exclude the singular
 - j. Playing for the Club does not constitute service to the Club

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 & Powers of the Club

3.1 Objects of the Club

1. The Club is established solely for the Objects. The Objects of the Club are established to:
 - a. Conduct, encourage, promote, advance, and administer football in all its forms.
 - b. To provide, promote and encourage a healthy lifestyle for school age persons specifically and the community generally through football education, participation, and programs.
 - c. To build community cohesion and social wellbeing through participation in community football.
 - d. promote the health and safety of Members and all other participants in community Football in the region.
 - e. Act, at all times, on behalf of and in the interest of the Members and football in the local area.
 - f. To hire, rent, lease, purchase or otherwise acquire, maintain, develop grounds and facilities.
 - g. To buy, lease, rent, sell, and generally deal in services, sporting equipment and/or materials, foodstuffs, and beverages.
 - h. Affiliate, amalgamate or enter into partnership with similar bodies.
 - i. Affiliate and otherwise liaise with the district, state, and national bodies which the Club is a Member and adopt their rule and policy frameworks to further these Objects.
 - j. Advance the operations and activities of the Club.
 - k. Have regard to the public interest in its operations; and
 - l. Undertake and or do all such things or activities which are necessary, incidental, or conducive to the advancement of these Objects.

3.2 Powers of the Club

1. 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).

4 Membership of the Club

4.1 Membership General

1. A person is eligible to be a member of the Club if:
 - a. The person is a natural person, and
 - b. The person has been nominated and approved for membership of the Club in accordance with requirements and policies
 - c. Has paid all financial obligations requisite to be a member.

4.2 Members

1. A person may hold more than one class of membership.
 - a. Without in any way limiting membership to the Club, no more than two persons will qualify as a Parent or Guardian Member of a minor from a family.

4.3 Members' Entitlements and Obligations

1. All members shall:
 - a. Subject to this Constitution, have the right to receive notice of General Meetings
 - b. To be present and to debate at General Meetings
 - c. Subject to clause 15.2 of this Constitution, vote at General Meetings.

4.4 Life Members

1. The Management Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club with a minimum of fifteen (15) years' service to the Club be appointed as a Life Member.
2. The act to confer life membership shall be performed progressed as a resolution of the Annual General Meeting.
3. A person must accept or reject the Club's resolution to confer life membership in writing. Upon 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.
4. The designation of *Life Member*, once accepted, remains with the person until their death.
5. A Life Member is not required to pay annual financial registration fees, however, is asked to actively assist, support and promote the Club within the limits of their capacity.

4.5 Membership Application

1. An application for membership:
 - a. Must be completed via the stipulated Club membership application or registration form under the process as valid at that point in time
 - b. Must pay the fees determined by the Management Committee
 - c. Is subject to the local, state and national football governing bodies management instruments
2. Membership is valid for a 12-month calendar year period from 1st January to 31st December

4.6 Discretion to Accept or Reject Application

1. The Management Committee may accept or reject an application whether the applicant has complied with the requirements of the constitution or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
2. Where the Management Committee 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 accordingly as soon as practicable.
3. Where the Club rejects an application, the Club Refund Policy will apply less any administrative costs that apply.

4.7 Renewal

1. 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

4.8 Deemed Membership

1. 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.
2. Any Members of the Club, prior to approval of this Constitution under the Act, shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

4.9 Member Obligation to Keep Contact and Interaction Details Current

1. Each member shall provide, in a timely basis, any update to their contact details as required by the Club to maintain its Registers and records.

5 Register of Members

5.1 Club to Keep Register

1. The Club shall keep and maintain a current Register in which shall be entered as a minimum but not limited to:
 - a. The Full Name & Contact details including but not limited to:
 - i. Full name
 - ii. Main Address
 - b. Current Mailing Address if different to the Main Address:
 - i. Phone Contact
 - ii. Electronic Contacts including Email
 - iii. Unique Identifier as used by Football Organising Entities
 - c. Date of Entry of each Member; and
 - d. Where applicable, the date of termination of membership of any Member.

5.2 Change of Members details

Members, Directors & Life Members shall provide notice of any change and required details to the Club within as soon as practical or within one month of such change.

5.3 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.

5.4 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 Management Committee considers appropriate.

6 Effect of Membership

1. 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 any Regulations.
 - b. They shall comply with and observe this Constitution and any Regulations and any determination, resolution or policy which may be made or passed by the Management Committee or other entity with delegated authority.
 - c. By submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, and competition organisers.
 - d. The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of football and sport in general and
 - e. They are entitled to all benefits, advantages, privileges, and services of Club membership.

7 Discontinuance of Membership

7.1 Membership Cessation

1. A person ceases to be a member or Life Member of the Club if the person:
 - a. Dies, or
 - b. Resigns or withdraws membership, or
 - c. Brings the Club's reputation into disrepute, or
 - d. Is expelled from by the Club and/or any local, state or national administrative body, or
 - e. Fails to pay the annual membership fee after the fee is due, or
 - f. Is refused a "working with children check" in accordance with section 20 or a clearance is withdrawn in accordance with section 23 of NSW Child Protection (Working with Children) Act 2012

7.2 Membership Entitlements Transferability

A right, privilege or obligation which a person has by reason of being a member of the Club is not capable of being transferred or transmitted to another person and terminates on cessation of the person's membership.

7.3 Notice of Resignation

1. 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.
2. Once the Club receives a notice of resignation of membership given, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

7.4 Discontinuance for Breach

1. Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or Regulations, including but not limited to:
 - a. The failure to pay any monies owed to the Club,
 - b. Failure to comply with Regulations or any resolutions or determinations or direction made or passed by the Management Committee or any duly authorised sub-committee.
2. Membership shall not be discontinued by the Management Committee without the Management Committee first giving the Member the opportunity to explain the breach and/or remedy the breach.
3. Where a Member fails, in the Management Committee's view to adequately explain the breach, that Member's membership shall be discontinued by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership as soon as practicable.

7.5 Member Re-Application

1. A member whose membership has been discontinued:
 - a. May seek renewal or re-apply for membership in accordance with this Constitution; and
 - b. May be re-admitted at the discretion of the Management Committee.

7.6 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.

7.7 Membership may be Reinstated

Membership which has been discontinued may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

7.8 Refund of Membership Fees

Any membership fees or subscriptions paid by a discontinued Member shall be considered for refund by the Management Committee under the Club's Refund management policy.

8 Fees

8.1 Payment of Membership Fees

A member of the Club must, on application of membership, pay the annual registration, OR if another amount is determined by the Management Committee, that other amount. The time for and manner of the payment shall be determined by the Management Committee.

9 Members' Liabilities

9.1 Limit of Members' Liabilities

The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges, and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the member in respect of membership of the Club as required.

10 Discipline

10.1 Disciplinary Proceedings

1. The Management Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
 - a. Breached, failed, refused, or neglected to comply with a provision of this Constitution, Regulations or any resolution or determination of the Management Committee or any duly authorised committee.
 - b. Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or football.
 - c. Brought the Club, any other Member or football into disrepute.
2. Such Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties, and the appeal mechanisms of the Club set out in the Regulations.
3. The Management Committee may appoint a Judiciary Committee, to deal with any disciplinary matter referred to it.
4. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11 Right of Appeal of Disciplined Member

11.1 Appeal

1. A member may appeal a decision of the Management Committee.
2. Notification of intention to appeal must be received by the Club Secretary within 7 days of the member being notified of the decision.
3. The appeal is to be heard in a manner and by persons independent to the original process and selected by the Management Committee.
4. On receipt of a notice from a member, the Secretary must notify the Management Committee.

11.2 Grievance Procedure

1. The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - a. Another Member or
 - b. The Club
2. 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.
3. 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 Management Committee in accordance with the procedures determined by the Club from time to time.
4. The Management Committee may prescribe additional grievance procedures in the Regulations consistent with this clause.

12 The Management Committee

12.1 Powers of the Management Committee

1. Subject to the Act, the Regulation, and this constitution and to any resolution passed by the Club in general meeting, the Management Committee:
 - a. Is to manage the affairs of the Club, and
 - b. Shall act in accordance with the objects and shall operate for the benefit of the Club's Members and Community.
 - c. Has power to perform all such acts and do all such things as appear to the Management Committee to be necessary or desirable for the proper management of the affairs of the Club.
 - d. The Committee may from time to time authorise the use of other representative colours for the Club for specific games, tournaments, competitions, or events.
 - e. The Committee shall determine from time to time the design of the players' football uniform
 - f. The Committee shall determine from time to time the design of the Club's logo

12.2 Composition and membership of Management Committee

1. The Management Committee is to be elected at the Annual General Meeting of the Club.
2. The Management Committee members will be elected for a term of 3 years from the date of their election at the AGM and shall be eligible for re-election at the end of this term.

3. The Management Committee is to consist of:
 - a. A president
 - b. A managing director
 - c. A number of operational administrative directors to adequately manage the delivery of the Club's objects, including:
 - i. A secretary
 - ii. A treasurer
4. The size of the Management Committee is that appropriate to administer the Club's operations effectively and efficiently with four (4) considered a minimum.
5. The number of Management Committee positions for the upcoming year is:
 - a. To be determined at the Annual General Meeting
 - b. To be supported by a role statement and list of accountabilities and responsibilities
 - c. To be supported with decision making guidelines and guiding principles to assist with the execution of their role
6. The Management Committee may appoint a Co-opted Committee member to serve on the Management Committee at any one time. Co-opted committee members will only have a term of 1 year but are eligible to be re-appointed the following year.

12.3 Election of Management Committee Members

1. Nominations of candidates for election as Management Committee members:
 - a. Must be made in writing, signed by 2 members of the Club, and accompanied by the written consent of the candidate which may be endorsed on the form of the nomination, and
 - b. Must be delivered to the secretary of the Club at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place
 - c. A ballot for the election of each Director of the Management Committee is to be conducted at the Annual General Meeting in such usual and proper manner as the Management Committee may direct.
 - d. If no nomination for a position is received, the position on the Management Committee is taken to be a casual vacancy.
2. A person nominated as a candidate for election as a Management Committee member of the Club is required to be a member of the Club.

12.4 President

1. It is the duty of the Club's President, except where there is a deemed conflict of interest, to:
 - a. Chair all meetings and conduct meetings in accordance with the Constitution, Club's by-laws, The Act, and its Regulations and in accordance with the rules of meeting procedures.
 - b. Assist the Club's officers execute their duties from time to time as required.
2. The Club's President must, as soon as practicable after being appointed as secretary, lodge notice with the Club of his or her address.

12.5 Managing Director

1. It is the duty of the Club's Managing Director, except where there is a deemed conflict of interest, to:
 - a. In the absence of the President, Chair all meetings and conduct meetings in accordance with the Constitution, Club's by-laws, The Act, and its Regulations and in accordance with the rules of meeting procedures
 - b. Assist the Club's President and its officers execute their duties from time to time as required
2. The Club's Managing Director must, as soon as practicable after being appointed as secretary, lodge notice with the Club of his or her address.

12.6 Secretary

1. It is the duty of the Secretary to keep records of:
 - a. All appointments of members of the Management Committee, and
 - b. The names of members of the Management Committee present at a Management Committee meeting or a general meeting,
 - c. All proceedings at Management Committee meetings and general meetings.
 - d. Minutes of proceedings at a meeting must be distributed to Management Committee members and subsequently approved by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
 - e. To fulfil the role of the Club's Public Officer unless otherwise stipulated by decision of the Management Committee.

2. The Club's Secretary must, as soon as practicable after being appointed as secretary, lodge notice with the Club of his or her address.

12.7 Treasurer

1. It is the duty of the Club's Treasurer to ensure:
 - a. That all money due to the Club is collected and received in a timely basis
 - b. That all payments authorised by the Club are made in a timely and commercial basis
 - c. That correct books and accounts are kept showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.
 - d. Attend to matters of a financial nature as raised by the Auditor
2. The Club's Treasurer must, as soon as practicable after being appointed as secretary, lodge notice with the Club of his or her address.

12.8 Casual Vacancies

1. In the event of a casual vacancy occurring in the membership of the Management Committee, the Management Committee may appoint a member of the Club to fill the vacancy. The member so appointed is to hold office, subject to this constitution, for the remainder of the required term.
2. A casual vacancy in the office of a member of the Management Committee occurs if the member:
 - a. Dies, or
 - b. Becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or
 - c. Resigns office by notice in writing given to the secretary, or
 - d. Is removed from office, or
 - e. Becomes a mentally incapacitated person, or
 - f. Is absent without the consent of the Management Committee from 3 consecutive meetings of the Management Committee, or
 - g. Is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
 - h. Is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the Corporations Act 2001 of the Commonwealth.

12.9 Removal of Management Committee Members

1. The Club in a General Meeting may by resolution remove any member of the Management Committee before the expiration of the member's term of office. The Club may appoint another person to hold office until the expiration of the term of office.
2. A member of the Management Committee to whom a proposed resolution referred to in subclause 1 relates to, can make representation in writing to the Secretary or President (not exceeding a reasonable length). The member can request that the representations be notified to the members of the Club. The Secretary or the President may send a copy of the representations to each member of the Club, or the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

12.10 Grounds for Termination of Member of the Management Committee

1. In addition to the circumstances in which a Management Committee position becomes vacant by virtue of the Act, the position becomes vacant if the Management Committee Member:
 - a. Dies, or
 - b. Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - 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, or
 - d. Resigns his office in writing to the Club, or
 - e. is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of six months, or
 - f. Holds any office of employment with the Club without the approval of the Management Committee, or
 - g. Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest, or
 - h. In the opinion of the Management Committee (but subject always to this Constitution):
 - i. Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
 - ii. Has brought the Club into disrepute
 - iii. Is removed by Special Resolution; or
 - iv. Would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).

13 Management Committee Meetings & Quorums

13.1 Meetings and Quorums

1. The Management Committee must meet at least 3 times in each period of 12 months at such place and time as the Management Committee may determine.
2. Additional meetings of the Management Committee may be convened by the President or by any member of the Management Committee.
3. Written or electronic notice of a meeting of the Management Committee must be given by the secretary to each member of the Management Committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the Management Committee) before the time appointed for the holding of the meeting.
4. Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Management Committee members present at the meeting unanimously agree to treat as urgent business.
5. Any 5 members of the Management Committee constitute a quorum for the transaction of the business of a meeting of the Management Committee.
6. No business is to be transacted by the Management Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
7. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
8. At a meeting of the Management Committee:
 - a. The President or, in the President's absence, the Managing Director is to preside, or
 - b. If the president and the Managing Director are absent or unwilling to act, such one of the remaining members of the Management Committee as may be chosen by the members present at the meeting is to preside.

14 Delegation by Management Committee to Sub-Committee

14.1 Delegation to Sub-Committee

1. The Management Committee may delegate one or more sub-committees, consisting of such member or members of the association as the Management Committee thinks fit. The exercise of such of the functions of the Management Committee as are specified in the instrument, other than:
 - a. This power of delegation, and
 - b. A function which is a duty imposed on the Management Committee by the Act or by any other law.
2. A function to exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
3. A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
4. Despite any delegation under this clause, the Management Committee may continue to exercise any function delegated.
5. Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Management Committee.
6. The Management Committee may, by instrument in writing, revoke wholly or in part any delegation under this clause.
7. A sub-committee may meet and adjourn as it thinks proper.

15 Voting & Decisions

15.1 Making of Decisions

1. A question arising at a general meeting of the Club is to be determined by either:
 - a. A show of hands, or
 - b. If on the motion of the chairperson or if 5 or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
2. If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry

to that effect in the minute book of the Club, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

3. If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.
4. Questions arising at a meeting of the Management Committee or of any sub-committee appointed by the Management Committee are to be determined by a majority of the votes of members of the Management Committee or sub-committee present at the meeting

15.2 Voting

1. At each meeting:
 - a. A member has one vote only on any question arising at a general meeting of the Club.
 - b. In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
 - c. A member is not eligible to vote on a matter if:
 - i. Their membership is not a valid membership
 - ii. The member is under the age of 18 years.
 1. If a minor, then the member's vote can be exercised by a nominated parent or guardian in addition to the vote of that parent/guardian if they too are a member
 2. A parent/guardian exercising a minor member's vote needs to be stated and confirmed at the commencement of a meeting
 3. A parent/guardian exercising a minor member's vote is not a proxy vote
 4. All voting eligibility conditions by the minor, other than age, must be complied with.
 - iii. If the member has not paid all monies due and payable to the Club including fines for match suspensions or membership dues.
 - iv. The member is suspended or cancelled in accordance with these rules
 - v. The member has a conflict of interest on the matter under decision.
 - vi. The member is in receipt of an honorarium or payment for performing a function with the Club unless that person is a member of the Management Committee.
 - vii. The member is a Community Member. A dispensation to allow the Community Member to vote on a matter may be granted where a majority of members agreeing at a General Meeting allow the community member to vote on a matter. Approval to vote is non-ongoing and shall be sought for each general meeting. The President or meeting Chair may impose reasonable conditions on the voting by Community Members
 - d. Members are entitled to exercise their vote at a General Meeting subject to their membership is in every way being a valid membership and they do not meet any of the criteria (section 15.1c above).
2. Subject to quorum requirements, the Management Committee may act despite any vacancy on the Management Committee
3. Any act or thing done or suffered, or purporting to have been done or suffered, by the Management Committee or by a sub-committee appointed by the Management Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Management Committee or sub-committee.
4. Proxy voting is not permitted at or in respect of a general meeting.
5. Proxy voting is permitted at or in respect of the Annual General Meeting. The proxy vote permission must:
 - a. Be presented at the commencement of the meeting. Proxies raised subsequently during the meeting will not be considered.
 - b. Both the proxy grantor, member bestowing the right to vote, and proxy grantee, member exercising the grantor's vote, must fulfil all member obligations and be entitled to vote in their own right.
 - c. Be in writing stating clearly and unambiguously:
 - i. The grantor and grantee member names,
 - ii. Why the grantor member is unable to be present,
 - iii. The specific agenda items for which the proxy grantee is able to vote for the proxy grantor,
 - iv. For each agenda item the decision position the grantor wishes the grantee to exercise their vote
 - v. Any exceptions or condition statements that may exist
 - d. For all items where the proxy is not clear the proxy will not be permitted or accepted to be exercised

15.3 Resolutions Not in Meeting

1. A resolution in writing that has been signed or assented by all the Management Committee Members for the time being present in Australia, shall be as valid and effectual as if it had been passed at a meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.

2. Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one or more of the members is not physically present at the meeting, provided that:
 - a. All persons participating in the meeting can communicate with each other effectively, simultaneously, and instantaneously whether by any means of communication.
 - b. Notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon by the Management Committee or this Constitution. The notice will specify that Committee Members are not required to be present in person.
 - c. If a failure in communications prevents a quorum, then the meeting shall be suspended until the quorum 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.
 - d. Any meeting held where one or more of the Management Committee is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

15.4 Special Resolutions

A special resolution may only be passed by the Club in accordance with section 39 of the Act.

15.5 Postal Ballots

1. The Club may hold a postal ballot to determine any issue or proposal
2. A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

15.6 Conflict of Interest of a Management Committee Member

1. A Management Committee member shall declare his/her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
2. The other Management Committee members present will review the declaration and assess if there is in actual fact a conflict of interest.
3. The Management Committee member with a confirmed conflict of interest, unless otherwise instructed by the Management Committee, shall remove him/herself from discussions and shall not be entitled to vote in respect of such matters.
4. If the member casts a vote, the vote shall not be counted.
5. In the event of any uncertainty as to whether it is necessary for a member to remove himself/herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee. If this is not possible, the matter shall be adjourned or deferred.

15.7 Disclosure of Interests

1. The nature of the interest of a Management Committee Member must be declared at the meeting of the Management Committee at which the relevant matter is first taken into consideration. In any other case, the interest should be revealed to the Management Committee at the next meeting of the Management Committee.
2. If a member 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 Management Committee held after the member becomes interested.
3. All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

15.8 General Disclosure

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

15.9 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member in must be recorded in the minutes of the relevant meeting.

16 General Meetings

16.1 Club Annual General Meetings - holding of

1. The Club must hold its first Annual General Meeting within 18 months after its registration under the Act.
2. The Club must hold its annual general meetings:
 - a. Within 12 months after the close of the Club's financial year, or
 - b. Within such later time as may be allowed by the President or prescribed by the Regulation.

16.2 Club Annual General Meetings - calling of and business at

1. The Annual General Meeting of the Club is, subject to the Act and other requirements of this constitution, to be convened on such date and at such place and time as the Management Committee thinks fit.
2. In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
 - a. At the commencement of proceedings, a call for any statements of interest:
 - i. All interests are to be considered to ascertain if any stated interests reflect a conflict of interest, perceived or actual.
 - ii. For all conflict of interests, a determination by the Chair shall be stated together with a consequence statement for the member with respect to continued participation for any part of the meeting be that participation in discussion and/or voting.
 - b. To confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting
 - c. Apologies
 - d. Presidents Address
 - e. Presentation and adoption of the Clubs Annual Report and Financial Statements as required to be submitted to members under the Act
 - f. To receive from the Management Committee reports on the activities of the Club during the last preceding financial year
 - g. Declaration that offices are vacant
 - h. Election of Management Committee to the Club
 - i. Appointment of Auditors
 - j. Determine affiliation with other bodies
 - k. Election of life members, patrons, delegates to affiliated bodies
 - l. General business
3. An annual general meeting must be specified as such in the notice convening it.
4. A quorum at an Annual General Meeting shall consist of fifteen (15) members eligible to vote

16.3 Club Special General Meetings - calling of

1. The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.
2. The Management Committee must, on the requisition in writing of at least 5 per cent of the total number of members, convene a special general meeting of the Club.
3. A requisition of members for a Special General Meeting:
 - a. Must state the purpose or purposes of the meeting, and
 - b. Must be signed by the members making the requisition, and
 - c. Must be lodged with the secretary, and
 - d. May consist of several documents in a similar form, each signed by one or more of the members making the requisition.
4. If the Management Committee fails to convene a Special General Meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.
5. A Special General Meeting convened by a member or members as referred to in subclause 1, must be convened as nearly as is practicable in the same manner as general meetings are convened by the Management Committee.

16.4 Notice of Club General Meeting

1. Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Club, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
2. If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Club, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause
 - a. The intention to propose the resolution as a special resolution.
 - b. No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted as described in clause 16.2
 - c. A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

16.5 Quorum for Club General Meetings

1. No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
2. Twelve (12) members present, being members entitled under this constitution to vote at a general meeting, constitute a quorum for the transaction of the business of a general meeting.
3. A quorum cannot be achieved without the presence of at least one current Management Committee member of the Club.
4. If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - a. If convened on the requisition of members, is to be dissolved, and
 - b. In any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
5. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 5) are to constitute a quorum.

16.6 Presiding Member

1. The President or, in the President's absence, the Managing Director, is to preside as chairperson at each general meeting of the association.
2. If the President and the Managing Director are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

16.7 Adjournment

1. The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
2. If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
3. Except as provided in subclauses (a) and (b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

17 Records & Reporting

17.1 Custody of Books etc.

Except as otherwise provided by this constitution, the Public Officer must keep in his or her custody or under his or her control all records, books and other documents relating to the Club.

17.2 Inspection of books etc.

1. The following documents must be open to inspection, free of charge, by a member of the Club at any reasonable hour:
 - a. Records, books, and other financial documents of the Club,
 - b. This constitution,
 - c. Minutes of all Management Committee meetings and general meetings of the Club.
2. A member of the Club may obtain a copy of any of the documents referred to in subclause 1 on payment of a fee of not more than \$1 for each page copied.

17.3 Records

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

17.4 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.

17.5 Committee to Submit Accounts

The Management Committee shall submit the Club's statements of account to the Members at the Annual General Meeting in accordance with this Constitution and the Act.

17.6 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.

17.7 Accounts to be sent to Members

1. 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 Management Committee's report, the auditor's report, and every other document required under the Act (if any).
2. Paragraph 18.7 sub-clause 1 may be satisfied by posting the documents described on the normal Club website.

17.8 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 duly authorised persons or in such other manner as the Management Committee determines.

18 Miscellaneous

18.1 Insurance

1. The Club must affect and maintain Public Liability Insurance with sufficient cover to meet reasonably foreseeable claim events.
2. The club must affect and maintain insurance required by law
3. The club may affect insurance cover additional to Public Liability insurance.

18.2 Funds - source

1. The funds of the Club are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, such other sources as the Management Committee determines.
2. All money received by the Club must be deposited as soon as practicable and without deduction to the credit of the Club's bank or other authorised deposit-taking institution account.
3. The Club must, as soon as practicable after receiving any money, issue an appropriate receipt.

18.3 Funds - management

1. Subject to any resolution passed by the association in general meeting, the funds of the Club are to be used in pursuance of the objects of the Club in such manner as the Management Committee determines.
2. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be duly signed by members of the Management Committee or employees of the Club, being members or employees authorised to do so by the Management Committee.
3. Under no circumstances are the Clubs funds to be used without consent and/or voted upon by the Management Committee, if funds are disposed without consent and/or voted upon by the Management Committee that Member is liable by the Act and is subject to clause 12.10

18.4 Change of name, objects, and constitution

An application to the President for registration of a change in the Club's name, objects, or constitution in accordance with section 10 of the Act is to be made by the Public Officer or a Management Committee member.

18.5 Use of Club name

1. No Club member or affiliated party or organisation or person may use or allude to the Club name or any of the Club's property, facilities, intellectual property for any purpose whatsoever unless authority is provided in advance to the Management Committee
2. All equipment supplied to teams and/or their representatives shall remain the property of the Club.

18.6 Service of Notices

1. For the purpose of this constitution, a notice may be served on or given to a person:
 - a. By delivering it to the person personally, or
 - b. By sending it by pre-paid post to the address of the person, or

- c. By sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
2. For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
 - a. In the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - b. In the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - c. in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

18.7 Financial Year

1. The financial year of the Club is:
 - a. The period of time commencing on the date of incorporation of the Club and ending on 31 August and
 - b. Each period of 12 months after the expiration of the previous financial year of the Club.

18.8 Auditor

1. Where the income of the Club exceeds the threshold set under the act and regulations; -
 - 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.
2. Where the income of the Club does not exceed the threshold set under the act and regulations then a person with accounting qualifications recognised in Australia and, who is not a member of the Management Committee, shall be appointed to examine the correctness of profit and loss accounts and balance sheet and report to members.

18.9 Winding Up

1. Subject to this Constitution, the Club may be wound up in accordance with the Act.
2. The liability of the Members of the Club is limited.
3. 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).

18.10 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.

18.11 Alteration of Constitution

This Constitution shall not be altered except by Special Resolution.

18.12 Regulations

1. Committee to Formulate Regulations: The Management Committee 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 sport in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Management Committee.
2. Regulations Binding: All Regulations are binding on the Club and all Members.
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.

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 Management Committee 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.

18.13 Indemnity

2. Every Management Committee member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
3. The Club shall indemnify its Management Committee and employees against all damages and losses (including legal costs) for which any such Member of the Management Committee or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
 - a. In the case of a Committee Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - b. In the case of an employee, performed or made during, and within the scope of, their employment by the Club.