



FLAGSTAFF COMMUNITY CENTRE

CONSTITUTION

As approved and amended by the membership
at the Annual General Meeting of 29 October 2009.

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NAME

The name of the Association is **FLAGSTAFF COMMUNITY CENTRE INCORPORATED** hereinafter called the “the Association”.

1. OBJECTS

The objects of the Association are:

- 1.1 To undertake the care, control and management of the Flagstaff Community Centre and its surrounds (hereinafter referred to as “the Centre”).
- 1.2 To promote interest and participation in community sports and recreation.
- 1.3 To promote recreational and social activities for members and for the community.
- 1.4 To promote interest and participation in community programs and activities.

2. POWERS

The powers of the Association are:

- 2.1 To accept renew and surrender leases and/or licences from the Council in respect of the Centre, and any other land.
- 2.2 To provide, develop and maintain playgrounds, sporting, recreational and community facilities and amenities and to promote sport, recreation and community activity in the Centre and on any other land leased or licensed to the Association by the Council and to make donations to others for any of those purposes.
- 2.3 To enter into contracts for the supply of goods or services for the Centre.
- 2.4 To fix and to recover charges for the use of the Centre.
- 2.5 To apply for and hold any licence or permit which may be required in connection with any of the Association's objects and in particular a licence to sell liquor.
- 2.6 To do all such other lawful acts as may be incidental or conducive to the promotion or carrying out all of the above objects or any of them.
- 2.7 To participate in all activities permitted by the Associations Incorporation Act 1985.
- 2.8 Invest all or any funds of the Association not immediately required for the purpose thereof on any security for the time being authorised by law for the investment of trust funds and from time to time vary such investments.
- 2.9 Make by-laws, rules or regulations and other provisions for the due management of the Association and for regulating the duties and conduct of members

3. MEMBERSHIP

3.1 Categories

3.1.1 Group Membership

3.1.1.1 Available to any formally constituted group with at least 10 financial members being a sporting club, service organization, or other group.

3.1.2 Full Membership

3.1.2.1 Available to any person 18 years of age or over.

3.1.3 Affiliate Membership

3.1.3.1 Automatically extended to any financial member of any Group Member organization where that member is 18 years of age or over.

3.1.3.2 A member who is an Affiliate Member is eligible to upgrade to Full Member subject to approval by the Management Board and payment of applicable fees

3.1.4 Associate Membership

3.1.4.1 Available to the life-partner of a Full Member or Affiliate Member where that life-partner intends to use the facilities of the Centre on an infrequent and irregular basis.

3.1.5 Junior Membership

3.1.5.1 Available to any person under the age of 18 years.

3.1.6 Junior Affiliate Membership

3.1.6.1 Automatically extended to any financial member of any Group Member organization where that member is under the age of 18 years

3.1.7 Honorary Membership

3.1.7.1 Available to any visiting member or bona-fide associate of a sporting club or other community group engaged in reciprocal activities with a Group Member.

3.1.7.2 Available to any player and up to a maximum of 10 officials of an interstate or overseas sporting , community or service organization visiting Adelaide .

3.1.7.3 Available to any person who normally does not reside in the Adelaide Metropolitan Area or who is visiting from interstate or overseas.

- 3.1.7.4 Available to visiting members of any organization taking part in activities at the Centre as approved by the Management Board.
 - 3.1.7.5 Available to invited guests at the discretion of the Management Board.
 - 3.1.7.6 Automatically granted to any member of, or person involved with, a non-member organization participating in activities at the Centre when usage fees or donations are paid by the non-member organization for those activities.
 - 3.1.7.7 Available to guests of Full Members and Affiliate Members.
- 3.1.8 The Management Board shall have the power to determine in which category of membership a member shall be placed from time to time.

3.1 Group Members

- 3.2.1 Group Members of the Association shall consist of any sporting clubs, and/or community groups as may from time to time be admitted as Group Members of the Association by the Management Board.
- 3.2.2 Group Members will pay membership fees to the Association as specified by the Management Board pursuant to clause 3.5 of this Constitution. Where such membership fee(s) is based on the fee collected by the Group Member from its own members who are Affiliated Members of the Association pursuant to clause 3.1.3.1, the Group Member will pass on the agreed fees to the Association within 30 days of collecting it.
- 3.2.3 All Group Members will be required to abide by the Association's Constitution at all times.
- 3.2.4 If, in the opinion of the Management Board, a Group Member is acting or has acted in a manner contrary to the Association's Constitution or Rules, the offending organization may have its group membership cancelled. In the event of such action being taken the organization concerned shall have the right of appeal to a meeting of all other Group Members specifically called for such an appeal. For the appeal to be successful and group membership reinstated, two thirds of the other Group Members present at the meeting must be in agreement for such reinstatement.
- 3.2.5 A list of Group Members and their members who are Affiliate Members of the Association, will be held and maintained at the Centre by the Secretary and a copy of the current list shall be provided to the Council if requested.
- 3.2.6 Assets brought into the Association by a Group Member, or improvements made with the approval of the Association, become the property of the Association and remain so even if a Group Member ceases to be a member.

3.3 Applications

All applications for membership other than Group Membership, Honorary Membership, Affiliate Membership and Junior Affiliate Membership must be :

- 3.3.1 Proposed by two Full Members of the Association.
- 3.3.2 Accompanied by:
 - 3.3.2.1 An entry fee as prescribed from time to time by the Management Board;
 - 3.3.2.2 A full year's subscription due for the appropriate category of membership;
- 3.3.3 Accepted by the Management Board at the next Management Board meeting provided that:
 - 3.3.3.1 The Management Board has no objection;
 - 3.3.3.2 Membership is not transferable.

3.4 Period of Membership

3.4.1 Full, Associate, Group and Junior Membership

Valid from the first day of the month and year that the application is approved by the Management Board and expiring on the last day of the preceding month the following year.

3.4.2 Honorary Membership

Valid for the period of the visit or participation in activity at the Centre.

3.4.3 Affiliate and Junior Affiliate Membership

Valid for the period in respect of which the relevant Group Member has paid fees on behalf of that member.

3.5 Annual Membership Fee

The Management Board shall have the power to set the annual membership fee and entrance fee (if any) for each category of membership and shall declare such fees at the Annual General Meeting.

3.6 Membership Privileges

3.6.1 Group Members are entitled to:

- 3.6.1.1 cast votes in any business at an Annual General or Special General Meeting. The number of votes allowed is based on the total amount of the most recent annual membership fees paid by the Group Member expressed as equivalent Full Memberships, to a maximum of 75 votes for any one Group Member. That is, the number of votes will be calculated by dividing the total membership fee paid by the Group Member by the then current fee for Full Membership up to a maximum of 75 votes
- 3.6.1.2 appoint their president as a member of the Management Board where the Group Member is one of the 4 largest Group Members as measured by the amount of membership fee paid to the Association
- 3.6.1.3 use the facilities and amenities of the Centre for organised meetings and recreational activities of their members, subject to the payment of concessional usage fees at the discretion of the Management Board

3.6.2 Full Members are entitled to:

- 3.6.2.1 vote and participate in any business at any Annual General, or Special General Meeting.
- 3.6.2.2 be eligible for appointment to an office on the Management Board.
- 3.6.2.3 appoint another voting member to be their proxy.
- 3.6.2.4 introduce visitors to the Centre who qualify as Honorary Members, or guests to the maximum number defined by the relevant liquor licensing laws.
- 3.6.2.5 use the facilities and/or amenities of the Centre.
- 3.6.2.6 receive concessions on any fees charged for use of the Centre as determined by the Management Board.
- 3.6.2.7 receive any notice required to be forwarded to such membership in accordance with the constitution.

3.6.3 Junior Members, Junior Affiliate Members, and Honorary Members

- 3.6.3.1 May use the facilities and amenities of the Centre, with the exception that Junior Members and Junior Affiliate Members may not use the bar or other liquor facilities.
- 3.6.3.2 Are **not** entitled to:

- vote or participate in business at any Annual General or Special General Meeting of the Association
- receive any notice required to be forwarded to Full or Group Members
- hold office on the Management Board.
- introduce visitors, guests or Honorary Members.

3.6.3.3 Honorary Members are not required to pay any membership or joining fee.

3.6.3.4 Junior Members and Junior Affiliate Members are not entitled nor permitted to purchase or consume any alcoholic beverage whatsoever within the Centre.

3.6.4 Associate Members

3.6.4.1 Are entitled to use the facilities and amenities of the Centre

3.6.4.2 Are NOT eligible to be appointed to a position on the Management Board

3.6.4.3 Are NOT entitled to introduce visitors, guests or Honorary Members to the Centre.

3.6.4.4 Are NOT entitled to vote or participate at any meeting of the Association.

3.6.4.5 Are NOT entitled to receive notices required to be forwarded to Full or Group Members.

3.6.5 Affiliate Members

3.6.5.1 Are eligible to be appointed to a position on the Management Board.

3.6.5.2 Are entitled to introduce visitors to the Centre who qualify as Honorary Members, and guests to the maximum number defined by relevant liquor licensing laws.

3.6.5.3 Are entitled to use the facilities and amenities of the Centre.

3.6.5.4 Are NOT entitled to vote or participate at any meeting of the Association.

3.6.5.5 Are NOT entitled to receive notices required to be forwarded to Full or Group Members.

3.7 GENERAL To All Categories

3.7.1 If any member of the Association permits any other person to use his/her membership card or badge, the Management

Board may cancel such membership card or badge and expel, reprimand or suspend the offending member from the Association.

3.7.2 A member may resign from membership of the Association by giving written notice thereof to the Management Board. Any member so resigning shall be liable for any outstanding membership fees which shall be recovered as a debt due to the Association.

3.7.3 No member retiring from the Association or ceasing from any cause whatsoever to be a member shall be entitled to or have any claim upon any portion whatever of the property of the Association.

3.7.4 Every Affiliate Member shall notify their Group Member in writing of all changes of address and that Group Member shall advise all changes to the Management Board.

3.7.5 Every member who is not an Affiliate Member or Junior Affiliate Member shall notify the Club Manager in writing of all changes of address.

3.7.6 All notices sent by post or otherwise to a member at the last address given by him or her shall be deemed to have been given to such member. Nothing in this Rule shall prevent any notice from being personally delivered to any member.

3.7.7 To be classified as a FINANCIAL MEMBER of the Association the member shall pay his/her membership fee within one month of such fee becoming due. Failure to pay the membership fee within the prescribed time will result in cancellation of membership and withdrawal of entitlements to use the facilities and amenities of the Clubrooms.

3.7.8 The Association shall keep and maintain a register of members, which shall contain:

3.7.8.1 the name and address of each member;

3.7.8.2 the date on which each member was admitted to the Association,

3.7.8.3 details of the payment of membership fees on behalf of that member, and the date of expiration thereof, and

3.7.8.4 if applicable, the date of, and reason(s) for, termination of membership.

4. EXPULSION

- 4.1 The Management Board may expel or suspend for any time any member of the Association judged to its satisfaction to have been guilty of wilfully infringing the Constitution and/or Rules of the Association or of grossly improper conduct or of riotous behaviour in relation to the Association.
- 4.2 The Management Board may delegate authority to the Club Manager or any person temporarily in charge of the Centre, to immediately suspend the membership of and eject from the premises anyone who to the Club Manager's or temporary manager's satisfaction is engaging in grossly improper conduct or of riotous behaviour in relation to the Association.
- 4.3 In the event of a member having their membership suspended and/or being ejected from the premises subject to clause 4.2, the Management Board shall at the request of the member, review the action of the Club Manager or temporary manager at or before the next scheduled meeting of the Management Board, and will either reinstate the member, or confirm the suspension or take other action as it deems appropriate.
- 4.4 In the event of action being taken by the Management Board pursuant to clause 4.1 or 4.3 above, the member concerned shall have the right to appeal to the next Annual General Meeting or to a special General Meeting specifically called for such an appeal.

5. MANAGEMENT OF THE ASSOCIATION

5.1 Management Board

- 5.1.1 Subject to this Constitution the management of the Association and the business and affairs thereof shall be vested in the Management Board.
- 5.1.2 The Management Board shall consist of nine (9) members.
 - 5.1.2.1 Four (4) of the Board's members who are not presidents of the four Group Members specified in clause 3.6.1.2 of this Constitution, shall be the Chairman, Secretary, Treasurer and Marketing Officer ("elected positions") and shall be elected by voting members at each Annual General Meeting.
 - 5.1.2.2 Five (5) of the Board's members not holding elected positions, shall be the presidents from time to time of the five Group Members which make the largest contributions by way of membership fees.

PROVIDED THAT such Group Member organisations remain solvent and incorporated under the Associations Incorporation Act 1985, and have paid all relevant membership fees.

5.1.3 The Management Board shall invite the Club Manager to all meetings of the Management Board, and the Club Manager may participate in all business matters and make recommendations but will not be entitled to vote on any matter.

5.1.4 The Group Members whose presidents are appointed to the Management Board as described at Clause 5.1.2.2 may nominate one proxy in any one financial year (being 1 July to 30 June the following year) to attend meetings of the Management Board where the president is unable to attend. The proxy nomination cannot be altered during the course of the financial year for which it has been made and the proxy may only attend a maximum of 3 meetings of the Management Board in any financial year. The proxy must be drawn from the executive of the organisation for which it is nominated.

5.1.5 The Management Board shall invite to all meetings of the Management Board:

- (a) a representative councillor of the Council; and
- (b) a staff representative of the Council

who may participate in all business matters and make recommendations but will not be entitled to vote on any matter.

5.2 Election of the Chairman, Secretary, Treasurer, and Marketing Officer

5.2.1 The positions on the Management Board to be elected at the Annual General Meeting every year shall be the Chairman, Secretary, Treasurer, and Marketing Officer (“elected positions”).

5.2.2 Members wishing to nominate for an elected position must complete a nomination form and lodge it with the Returning Officer within the time frame specified by the Returning Officer. Should a member wish to nominate for two or more positions on the Management Board separate nomination forms for each position must be completed and submitted to the Returning Officer in accordance with Clause 5.2.3

5.2.3 For the purpose of managing nominations for elected positions, the Club Manager shall act as Returning Officer, or in his absence, the Chairman of the Management Board shall appoint one of the Management Board members who is not in an elected position to act as Returning Officer

5.2.4 All nominations for elected positions must be proposed and seconded by a member of the Management Board and lodged with the Returning Officer no later than the date and time stipulated by the Returning Officer.

5.2.5 A person who is nominated for an elected position must be a Full Member or Affiliate Member of the Association.

5.2.6 A nominee may withdraw his/her nomination at any time prior to the closing date for nominations.

- 5.2.7 The Chairman of the Management Board shall act as Chairman of Annual General Meetings and Special General Meetings.
- 5.2.8 If at the time of the Annual General Meeting, there is only one nominee for any elected position or positions, then the Chairman at the Annual General Meeting shall declare that nominee to be duly elected.
- 5.2.9 If there is no nominee for any elected position or positions, then the position or positions shall be deemed to be a Casual Vacancies and filled in accordance with Clause 5.3.2 of this Constitution by the Management Board.
- 5.2.10 If the number of nominees for an elected position or positions exceeds one, election by secret ballot in accordance with this Constitution shall be held, with the Returning Officer or in his absence another independent person nominated by the Chairman controlling the ballot.
- 5.2.11 All voting for the election to the Management Board shall be by way of "first past the post" system. Nominees must be approved by a simple majority vote.
- 5.2.12 All elected members of the Management Board stipulated at Clause 5.1.2 shall retire every year at the Annual General Meeting and shall be eligible for re-election.

5.3 Operation of the Management Board

- 5.3.1 All persons elected to the Management Board will be required to perform all duties as directed by the Management Board and be responsible to the Chairman and the Management Board for his/her actions/decisions at all times
- 5.3.2 Any Casual Vacancy occurring for an elected position in the Management Board may be filled by the Management Board in such manner as it shall think fit for the remainder of the term of that position.
- 5.3.3 Any elected member of the Management Board who is absent from three consecutive meetings thereof without special leave of absence from the Management Board will cease to be a member of the Management Board, but may be reinstated by resolution of the members of the Management Board present at any meeting.
- 5.3.4 Any member of the Management Board who becomes insolvent will cease to be a member of the Management Board and that position shall be deemed to be a Casual Vacancy.

5.4 Meetings of the Management Board

- 5.4.1 The Management Board shall meet at least ten (10) times in each calendar year, and when a special meeting is summoned by the Chairman. The purpose of meeting is the dispatch of business, and it may adjourn or otherwise regulate its meetings as it shall think fit.

- 5.4.2 In the event of the Chairman being unable to or refusing to summon a meeting of the Management Board, any two members may do so. All members of the Management Board must be advised in writing of any special meeting summoned. The questions arising at meetings shall be decided by a simple majority of votes.
- 5.4.3 All matters coming before the Management Board shall be decided, except where otherwise provided for, by show of hands, unless a ballot shall be demanded by any member. The Chairman presiding at the Meeting shall decide the manner in which such ballot shall be taken.
- 5.4.4 The Minutes of the proceedings of each Management Board meeting shall be recorded and the Minutes so recorded shall be confirmed at the next meeting and signed by the Chairman, or in his/her absence the appointed Chairman, and when signed and confirmed shall be conclusive evidence that the proceedings minuted were regular and actually took place.
- 5.4.5 The Chairman shall have a deliberative but not a casting vote.
- 5.4.6 A quorum for a Management Board meeting shall be five (5) members, at least one of whom must be either the Chairman, Secretary, Treasurer or Marketing Officer.
- 5.4.7 In the absence of a quorum no business shall be transacted and the consideration of such business shall be deferred to the next meeting.

5.5.Management Board – General

- 5.5.1 At the time this Constitution comes into effect, the then current members of the Management Board shall retain office until their successors are appointed in the manner provided by this Constitution and the Rules.
- 5.5.2 A simple majority of the members of the Management Board shall have the power to expel from the Management Board any person whose presence may be detrimental or obnoxious to the Management Board, but any member so expelled shall be reinstated if an Annual General or Special General Meeting shall so decide.
- 5.5.3 The Management Board shall appoint the Club Manager as and when required subject to approval of the Liquor Licensing Commissioner.
- 5.5.4 The Management Board shall have the authority to dismiss the Club Manager.
- 5.5.5 The Management Board may from time to time make such by-laws as it shall think fit, not inconsistent with this Constitution, for providing for the due carrying out of the duties, powers, and authorities conferred upon it. Such by-laws shall be binding on all members of the Association, and all persons attending the Centre.

- 5.5.6 The Management Board shall have the power to appoint a sub-committee or subcommittees to investigate and advise the Management Board on matters and directed by and within the guidelines set by the Management Board.
- 5.5.7 Subject to the provisions of any subleases or licences granted to or by the Association the Management Board shall have the full control and management of the Centre under the control of the Association and all activities conducted at the Centre, and of the admission or non-admission of all persons thereto, the appointments and dismissal of all paid officers and servants of the Association and the entire control and management of the finances of the Association. Subject to the provisions of sub-leases or licences granted to or by the Association, the Management Board may also make such charges of admission to the Centre and other land as it shall deem advisable.
- 5.5.8 Subject to any existing sub-leases or licences, the Management Board may grant subleases or licences of the Centre or any portion thereof or any other land under the control of the Association or any building or portion thereof on such terms as it shall think fit.
- 5.5.9 The Management Board shall be accountable to the members of the Association and the Council in its management of the Association. This duty shall include providing such information and documents as are reasonably requested by any member of the Association or the Council.

6. MEETINGS OF THE ASSOCIATION

- 6.1 The Annual General Meeting of the Association shall be held in the months of September or October of each year, for the purpose of.
- 6.1.1 receiving the report of the Management Board for the past year
 - 6.1.2 the presentation of accounts
 - 6.1.3 the election of relevant members to the Management Board
 - 6.1.4 transacting such other business as may be brought before the meeting.
- 6.2 The quorum for any Annual General or Special General Meeting is a majority of Group Members entitled to cast votes under section 3.6 of this Constitution, represented in person by a member authorised to do so or by written proxy.
- 6.3 If within sixty minutes of the time appointed for the Annual General Meeting a quorum is not present, no business shall be transacted and the Annual General Meeting shall be adjourned for a period of not more than one month and all entitled members shall be advised of the adjourned date. If at the adjourned Annual General Meeting a quorum is not present within sixty minutes of the appointed time for the meeting then those members present personally or by proxy and who are entitled to vote pursuant to section 3.6 of this Constitution shall constitute a quorum and business shall be transacted and any decisions shall be binding on the Association.

- 6.4 The Chairman of the Association shall:
- 6.4.1 on the written request of not less than fifteen (15) Full and/or Affiliate Members of the Association; or
 - 6.4.2 on request of a majority of the members of the Management Board in office,
- call a Special Meeting and the purpose for which such a meeting is to be called shall be expressed in such request.
- Any Special Meeting so requested must be called by the Chairman within twenty eight (28) days of receiving such request PROVIDED HOWEVER that the purpose of requesting such a meeting is not for amendments to the Constitution.
- If amendments to the Constitution are requested, notice of the amendments must be given to the Secretary at least twenty eight (28) days before the Special General Meeting to consider those amendments is held. Members shall be given notice of the proposed alterations and of the proposed time and place of the meeting fourteen (14) days before the day of the meeting.
- 6.5 Notice of the time and place of an Annual General Meeting or Special General Meeting shall be given to voting members of the Association at least fourteen (14) days before the day of the meeting.
- 6.6 Advice concerning the time and place of holding an Annual General Meeting or Special General Meeting shall be prominently displayed on the Centre Notice Board at least fourteen (14) days prior to the date of the meeting.
- 6.7 If within sixty minutes of the time appointed for a Special General Meeting a quorum is not present then:
- 6.7.1 if the Special General Meeting was convened at the request of members the meeting shall be dissolved;
 - 6.7.2 if the Special General Meeting was convened by the Management Board then the meeting shall be adjourned until such time as the members can be notified of the new date of the Special General Meeting in accordance with this Constitution;
 - 6.7.3 if at the adjourned Special General Meeting a quorum is not present within sixty minutes of the time appointed for the adjourned Special General Meeting then the meeting shall be dissolved.
- 6.8 Subject to this Constitution, a motion put forward after discussion at an Annual General Meeting or Special General Meeting shall be determined by a majority of members who are entitled to vote in person or by proxy, at that meeting, plus voting powers held by Group Members in accordance with clause 3.6.1.1 of this Constitution.
- 6.9 Unless a poll or ballot is demanded by the Chairman or a quorum of members entitled to vote under section 3.6 of this Constitution, a motion for decision at a meeting shall be determined by a show of hands.

- 6.10 If a poll or ballot is demanded by the Chairperson or a quorum of members entitled to vote under section 3.6 of this Constitution, it shall be taken in such a manner as the Chairman directs.

7. DUTIES OF OFFICE BEARERS

7.1 Chairman

- 7.1.1 Shall conduct all meetings of the Association in accordance with this Constitution of the Association. In the event of the absence of the Chairman, the Secretary shall so act and in the absence of both, a person elected at the meeting to act as Chairman shall so act.
- 7.1.2 Shall be responsible to the Management Board for the supervision and control of the activities and duties of the Club Manager.
- 7.1.3 Shall be an ex-officio member of any sub-committee.
- 7.1.4 Shall be the Public Officer of the Association.

7.2 Treasurer

- 7.2.1 Shall report to the Management Board and the Council each month regarding the precise financial position of the Association.
- 7.2.2 Shall be responsible for the payment of all debts/accounts.
- 7.2.3 Shall be responsible for the keeping of proper accounts of all moneys received and disbursed.
- 7.2.4 Shall prepare for and submit to the Management Board a responsible budget for the ensuing year.
- 7.2.5 Shall submit to the Annual General Meeting a Statement of Accounts showing the financial position of the Association as at the preceding 30th day of June.
- 7.2.6 Shall continually review the accounting procedures adopted by the Association to ensure that all procedures are up to date and comply with the law.
- 7.2.7 May form a sub-committee for assistance/advice and, if such a sub-committee be formed, shall act as Chairman and be responsible for recording of the minutes of any meeting held.
- 7.2.8 Shall perform all duties as are directed by the Management Board from time to time.
- 7.2.9 Shall be responsible to the Chairman and Management Board for his/her actions/decisions at all times.

7.3 Secretary

- 7.3.1 Shall be responsible to the Chairman and Management Board for his/her actions/decisions at all times.
- 7.3.2 Shall conduct the affairs of the Association in a proper and efficient manner at all times.
- 7.3.3 Shall be responsible for the recording of Minutes of all meetings held by the Management Board and the Association.
- 7.3.4 Shall maintain a current register of all members of the Association.
- 7.3.5 Shall perform all duties as are directed by the Management Board from time to time.

7.4 Marketing Officer

- 7.3.1 Shall be responsible to the Chairman and Management Board for his/her actions/decisions at all times.
- 7.3.2 Shall perform all duties as are directed by the Management Board from time to time.
- 7.3.3 Shall perform the duties and tasks specified in the Marketing Officer position description as approved and amended by the Management Board from time to time.

7.5 Club Manager

- 7.4.1 Shall be responsible to the Chairman and Management Board for his/her actions/decisions at all times.
- 7.4.2 Shall conduct the affairs of the Association in a proper and efficient manner at all times.
- 7.4.3 Shall be responsible for the receipting and banking of all moneys received.
- 7.4.4 Shall ensure that the Association adheres to all necessary legal and licensing requirements.
- 7.4.5 May be an ex-officio member of any sub-committee as determined by the Management Board.
- 7.4.6 Shall conduct all duties required and outlined in any job description document drawn up by the Management Board from time to time.

8. FINANCE

- 8.1 All moneys of the Association net of operating expenses allowable under clause 8.4 of this Constitution shall be paid into an account of the Association at a Bank or other financial institution that the Management Board may from time to time direct.
- 8.2 No moneys shall be drawn from an account at the Association unless signed by at least two of the authorised signatories of the Association. Subject to Clause 8.4, no cheque shall be signed or money withdrawn unless approved by the Management Board. However, the Management Board may delegate authority to the authorised signatories to make withdrawals or undertake expenses for operational requirements without prior approval of the Management Board, providing that details of all withdrawals or expenses under such delegation are advised to the Management Board at the next meeting after the withdrawal is made or the expense incurred.
- 8.3 The authorised signatories of the Association's accounts shall be the Chairman, the Secretary, the Club Manager, the Treasurer, the Marketing Officer and any member of the Management Board as approved by the Management Board from time to time.
- 8.4 The Chairman, Secretary, Club Manager, Treasurer and Marketing Officer shall have the power to expend on behalf of the Association a sum not exceeding \$500.00 in any 7 day period for day to day operating expenses without prior approval of the Management Board.
- 8.5 A statement of the financial position of the Association including details of all withdrawals and expenses, shall be submitted at each regular meeting of the Management Board.
- 8.6 The financial year of the Association shall end on 30 June in each year.

9. FUNDS OF THE ASSOCIATION

- 9.1 The income and property of the Association whenever derived shall not be applied or used otherwise than in payment of the expenses of the management of the Association and generally in promoting and carrying out its objects and purposes and executing the powers, rights and privileges of the Association in accordance with the law and this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of bonus dividend or otherwise howsoever by way of profit to members of the Association PROVIDED that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Association or other person in return for any service actually rendered to the Association nor prevent payment of interest on any moneys borrowed from any members of the Association.

- 9.2 After the payment of all expenses incurred by the Management Board in operating/promoting itself and the Association in accordance with the law and this Constitution, the purchase and installation of improvements (capital or otherwise), and the provision of proper reserves, all surplus funds of the Association, including the net proceeds of any defined fundraising function of a Group Member within the licensed area of the Centre, shall be applied towards the maintenance, development and improvements (capital or otherwise) of any land and/or buildings under the management of the Association.

10. COMMON SEAL

- 10.1 The persons authorised to use the Common Seal shall be the Chairman, the Treasurer, the Secretary and the Marketing Officer of the Association.
- 10.2 For the use of the Common Seal to be valid:
- 10.2.1 A minimum of two authorised persons must countersign any deed instrument or document to which the Common Seal has been affixed.
 - 10.2.2 The use of the Common Seal must be authorised by the Management Board and such authority recorded in the minutes of the meeting at which the use was authorised.
 - 10.2.3 The Common Seal must be affixed to the deed instrument or document in the presence of the seal holders countersigning.

11. ALTERATION OF CONSTITUTION AND RULES

- 11.1 Subject to clause 11.2, neither the Constitution, nor any Rule of the Association shall be altered, added to or repealed, nor shall any new rule be added except with the consent of the majority of the members present personally or by proxy and who are entitled to vote pursuant to Section 3.6 of this Constitution at any Annual or Special General Meeting.
- 11.2 Clause 14 of this Constitution "Winding up of the "Association" can only be altered, added to or repealed with the prior approval of the Council.

12. DONATED ASSETS, IMPROVEMENTS, FITTINGS AND FIXTURES

All items and/or improvements donated to the Centre become and remain the property of the Association wholly, unless the Management Board disposes of them or the Association is wound up.

13. INTERPRETATION

In this Constitution:

- 13.1 masculine includes feminine;
- 13.2 “in writing” includes printing or reproducing words in visible form;
- 13.3 singular includes plural;
- 13.4 plural includes singular where the context permits;
- 13.5 reference to “member” means financial member as defined in clauses 3.7.7 and 3.3.2; and
- 13.6 “the Council” means the City of Onkaparinga Council

14. VOLUNTARY WINDING UP

The Association may be wound up by a resolution passed by a majority of not less than three quarters of the members of the Association present and voting at any meeting PROVIDED THAT the written consent of the Council has been obtained to such winding up. Any property remaining on the winding up or dissolution of the Association after satisfaction of its debts and liabilities shall not be paid or distributed among the members of the Association but shall be paid to the Council to use as it deems fit.