

**THE GEELONG FOOTBALL UMPIRES' LEAGUE  
INCORPORATED**

Registered Number A0001707L ABN 65 426 583 901

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**CONSTITUTION**

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# CONSTITUTION

of

## GEELONG FOOTBALL UMPIRES' LEAGUE (Reg No. A0001707L)

### PART I – PURPOSES, POWERS AND INTERPRETATION

#### 1. NAME OF THE ASSOCIATION

The name of the association is **GEELONG FOOTBALL UMPIRES' LEAGUE INCORPORATED** ("Association").

#### 2. PURPOSES OF THE ASSOCIATION

The purposes for which the Association is established are to:

- (a) provide for the coaching, promotion and administration of Australian Football Umpiring to:
  - (i) promote a greater community awareness of Football Umpiring as a Sport;
  - (ii) promote, encourage and provide facilities for the coaching, practice and participation of Football Umpiring and to raise levels and standard of Football Umpiring;
  - (iii) represent the interests of members with any relevant body;
  - (iv) select and appoint representatives, officials and delegates;
  - (v) hear and determine any allegation, complaint or charge involving a breach of this Constitution made against any Members, with power to inflict fines or penalties as prescribed in this Constitution or By-Laws;
- (b) promote a sense of sportsmanship and a high degree of proficiency in members;
- (c) use and protect the Intellectual Property of the Association;
- (d) strive for government, business and public recognition of the Association and Football Umpiring;
- (e) promote the health and safety of members;
- (f) encourage members to realise their potential and athletic abilities;
- (g) encourage and promote performance-enhancing drug-free competition and involvement in Football Umpiring;
- (h) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these purposes.

### 3. POWERS OF THE ASSOCIATION

Solely for furthering the purposes set out in **Rule 2** the Association has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act 2001 (Cth).

### 4. INTERPRETATION AND DEFINITIONS

#### 4.1 Definitions

In this Constitution, unless the contrary intention appears:

“**Act**” means the Associations Incorporation Reform Act 2012 (Vic).

“**Appointed Director**” means a director of the Association appointed in accordance with **Rule 19**.

“**Association**” means Geelong Football Umpires’ League Incorporated.

“**Board**” means the body consisting of the Directors under **Rule 17.2**.

“**By-Laws**” means any by-law, regulation or policy made by the Board under **Rule 34**.

“**Chief Executive Officer**” mean the Chairman of the Association or any other person as determined by the Board from time to time..

“**Director**” means a director of the Association and includes an Appointed Director and Ordinary Director.

“**Disciplinary Tribunal**” means the tribunal of the Association established under **Rule 9.1**.

“**Financial Year**” means the year commencing 1 October and concluding 30 September.

“**General Meeting**” means a meeting of Members convened in accordance with **Rules 10** and **11**.

“**GFUL**” means the Geelong Football Umpires’ League.

“**Intellectual Property**” means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service marks relating to the Association or football umpiring or any event, competition or activity conducted, promoted or administered by the Association.

“**Junior Member**” means any person under the age of 18 years who has applied for and been granted membership in accordance with this Constitution.

“**Life Member**” means an individual elected as a life member under **Rule 5.3**.

**“Member”** means a member of the Association for the time being under **Rule 5**.

**“Membership Year”** means 1 January to 31 December

**“Ordinary Director”** means a member of the Board as set out in **Rule 17.2(a)**.

**“Senior Member”** means any person over the age of 18 years who has applied for and has been granted membership in accordance with this Constitution.

**“Special Resolution”** means a special resolution as defined in the Act.

**“Social Member”** means any person who has applied for and has been granted membership in accordance with this Constitution.

**“Voting Member”** means a Member with voting rights as set out in **Rule 5.1**.

## **4.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes where the function is a power, authority or a duty is a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include 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 by-laws and other statutory instruments under it and consolidations, amendments, reenactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) expressions referring to “writing” shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## **4.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so it is valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or

unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

## PART II – MEMBERS

### 5. MEMBERSHIP OF ASSOCIATION

#### 5.1 Categories of Member

The Members of the Association shall consist of:

- (a) **Senior Members**, who shall have the right to attend, debate and vote at General Meetings;
- (b) **Junior Members**, who shall have the right to attend, debate and vote at General Meetings;
- (c) **Life Members**, who shall have the right to attend, debate and vote at General Meetings;
- (d) **Social Members**, who shall have the right to attend but not debate or vote at General Meetings;
- (e) such other category of members as determined by the Board in accordance with **Rule 5.2**.

The rights of Members set out in this Rule are subject to this Constitution.

#### 5.2 Creation of New Categories

The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members. No new category of membership may be granted voting rights.

#### 5.3 Life Members

- (a) The Association may elect Life member(s) in any year.
- (b) Any member may be nominated for election as a Life Member who has;
  - (i) completed at least ten (10) years membership of the GFUL, and
  - (ii) who has performed service which entails considerable effort and personal time without recompense for the GFUL being beyond the normally accepted activities of membership.
- (c) The Board shall appoint a sub-committee annually, chaired by one of its own, to make recommendation(s) from the nomination(s) to the Board for consideration of Life Membership. (amended 12/11/2012)

- (d) The Board Shall be responsible for electing Life members(s). (amended 12/11/2012)
- (e) Any member who has achieved 25 years of service to the League shall automatically be awarded Life Membership.
- (f) Conditions, obligations and privileges of life membership shall be as prescribed in the By-Laws.

#### **5.4 Application For Membership**

- (a) Subject to this Constitution, an application for membership as a Member must be:
  - (i) in writing in the form determined by the Board from time to time;
  - (ii) accompanied by the appropriate fee or fees, if any; and
  - (iii) lodged with a person, or in a manner, as determined by the Board from time to time.
  - (iv) In the case of an applicant 18 years or older, accompanied by an approved Working With Children Check.
- (b) If the Board approves the application for membership, the Chief Executive Officer shall, as soon as practicable, notify the applicant in writing that it is approved for membership, which shall commence on entry into the register of members in accordance with **Rule 5.4(e)**.
- (c) If the application for membership is approved, the applicant's name shall be entered in the register of members, and upon the name of the applicant being so entered, the applicant becomes a Member.

#### **5.5 Membership Renewal**

Members must renew their membership of the Association annually in accordance with the procedures set down by Board from time to time.

#### **5.6 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws and the constitution as amended from time to time;
  - (ii) they shall comply with and observe this Constitution, the By-Laws and the constitution as amended from time to time;
  - (iii) by submitting to **Rule 5.6(a)(i)** and **(ii)** they are subject to the jurisdiction of the Association;
  - (iv) this Constitution and By-Laws are necessary and reasonable for promoting the purposes of the Association; and

- (v) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) A right, privilege or obligation of a person by reason of their membership of the Association:
  - (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

## **6. SUBSCRIPTIONS AND FEES**

The annual membership subscriptions and fees payable by Members or categories of Members to the Association, the time for, and manner of payment, shall be determined by the Board from time to time.

## **7. REGISTERS**

### **7.1 Register of Members**

The Association shall keep and maintain a register of Members in which shall be entered:

- (a) the full name, address, category of membership and date of entry of the name of each Member; and

### **7.2 Inspection of Register**

Subject to confidentiality and privacy considerations, an extract of the register, excluding the address of any Senior Member, Life Member Junior Member or Social Member shall be available for inspection (but not copying) by Members, upon reasonable request.

## **8. RESIGNATION OF MEMBERS**

### **8.1 Notice of Resignation**

Any Member who has paid all monies due and payable to the Association may resign from the Association by giving one month's notice in writing to the Association of such intention to resign and upon the expiration of that period of notice the Member shall cease to be a member.

### **8.2 Expiration of Notice Period**

Upon the expiration of a notice given under **Rule 8.1**, an entry, recording the date on which the Member who or which gave notice ceased to be a Member, shall be recorded in the register of Members.

### **8.3 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including Intellectual Property.

## **9. DISCIPLINE OF MEMBERS**

### **9.1 Disciplinary Tribunal**

The Board shall establish a Disciplinary Tribunal as required to deal with all disciplinary matters under this Rule. The composition of the Disciplinary Tribunal shall be as follows:

- (a) there shall be 3 persons appointed by the Board to the Disciplinary Tribunal. The Board shall also appoint a member of the Disciplinary Tribunal as chair;
- (b) the Board may call for nominations to the Disciplinary Tribunal;
- (c) a Director may be a member of the Disciplinary Tribunal;
- (d) 3 members of the Disciplinary Tribunal shall constitute a quorum;
- (e) a vacancy on the Disciplinary Tribunal shall be filled by the Board.

### **9.2 Notice of Alleged Breach**

Where the Board is advised or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution or the By-Laws and the rules of the GFUL as amended from time to time; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the purposes and interests of the Association; or (c) brought the Association into disrepute, the Board shall notify the chair of the Disciplinary Tribunal.

Such grounds do not constitute a grievance and **Rule 35** does not apply. The Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures and penalties of the Association set out in this Rule.

### **9.3 Notice of Disciplinary Tribunal Hearing**

The chair of the Disciplinary Tribunal shall, as soon as practicable upon receipt of notice in accordance with **Rule 9.2**, serve on the Member a notice in writing:

- (a) setting out the alleged breach of the Member and the grounds on which it is based;
- (b) stating that the Member may address the Disciplinary Tribunal at a hearing;
- (c) stating the date, place and time of that hearing;
- (d) informing the Member that it may do one or more of the following:

- (i) attend that hearing;
- (ii) give the Disciplinary Tribunal, before the date of that hearing a written statement regarding the alleged breach.

The hearing must be held not earlier than 7 days and not later than 21 days after service of the notice, except where the Board determines that the interests of the Association or of the Member require that the period between service of the notice and the hearing be abridged.

#### **9.4 Disciplinary Tribunal Procedure**

- (a) At a hearing of the Disciplinary Tribunal held in accordance with **Rule 9.3**, the Disciplinary Tribunal:
  - (i) shall give to the Member every opportunity to be heard;
  - (ii) shall give due consideration to any written statement submitted by the Member;
  - (iii) may hear and give due consideration to such other evidence including oral or written statements of other persons as it considers relevant; and
  - (iv) shall by resolution determine whether the alleged breach occurred.
- (b) The Association and the Member shall not be entitled to legal representation at the hearing of the Disciplinary Tribunal. A party may be represented by an advocate who is not a barrister or solicitor at the hearing. A party may also have a support person in attendance with them at the hearing.
- (c) The Disciplinary Tribunal shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of natural justice. The purpose of the hearing shall be to determine whether the alleged breach occurred.
- (d) The Disciplinary Tribunal may adjourn the hearing to accommodate the convenience of the Disciplinary Tribunal or the parties.
- (e) If the Disciplinary Tribunal considers that the alleged breach occurred, it may impose any one or more of the penalties set out in **Rule 9.5**.
- (f) If the Disciplinary Tribunal considers that the alleged breach did not occur, the matter shall be dismissed.
- (g) Each party shall be responsible for their own costs associated with the Disciplinary Tribunal hearing. The Disciplinary Tribunal has no power to award costs to a party.

## **9.5 Penalties**

If the Disciplinary Tribunal considers that the alleged breach occurred, the Disciplinary Tribunal may impose any one or more of the following penalties:

- (a) impose a warning;
- (b) fine the Member;
- (c) reprimand the Member;
- (d) suspend the Member from membership of the Association for a specified period;
- (e) forfeit any prize awarded to the Member;
- (f) expel the Member from the Association;
- (g) any other such penalty as the Disciplinary Tribunal considers appropriate including suspending a sentence otherwise imposed while the Member remains of good conduct.

## **9.6 No Appeal from Decision of Disciplinary Tribunal**

A disciplinary matter must be solely and exclusively resolved by the Disciplinary Tribunal and the decision of the Disciplinary Tribunal is final and binding upon the Association and the Member. The Association and the Member have no right of appeal.

## **PART III - GENERAL MEETINGS**

### **10. ANNUAL GENERAL MEETINGS**

#### **10.1 Annual General Meeting to be Held**

The Association shall in each calendar year convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and on a date and at a venue to be determined by the Board.

#### **10.2 Ordinary Business**

The ordinary business of the Annual General Meeting shall be to:

- (a) verify the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) receive from the Board, reports upon the transactions of the Association during the last preceding year;
- (c) elect the Ordinary Directors;
- (d) receive and consider the statement submitted by the Board in accordance with part 7 of the Act.

#### **10.3 Special Business**

The Annual General Meeting may transact special business of which notice is given in accordance with this Constitution.

#### **10.4 Additional Meetings**

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

#### **10.5 Other General Meetings**

All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

### **11. SPECIAL GENERAL MEETINGS**

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

The Board may, whenever it thinks fit convene a Special General Meeting of the Association and, where, but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

## **11.2 Requisition of Special General Meetings**

- (a) The Board shall on the requisition in writing of not less than 40 or 10% of the total Voting Members, whichever is the smaller, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Members under this Rule shall be convened in the same manner, or as nearly possible as that, in which meetings are convened by the Board. All reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring the expenses.

## **12. NOTICE OF MEETINGS**

### **12.1 Notice of General Meetings**

- (a) Notice of every General Meeting shall be given to Voting Members. The notice shall be forwarded to the address appearing in the register kept by the Association. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) Notice of General Meeting shall be given at least 30 days prior to the General Meeting and shall specify the place and day and hour of the General Meeting.
- (c) The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least 21 days prior to the General Meeting, together with any notice of motion received from Members.

### **12.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 45 days notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

## **13. PROCEEDINGS AT MEETINGS**

### **13.1 Special Business**

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in this Constitution as the ordinary business of the Annual General Meeting shall be special business.

### **13.2 Quorum**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (b) Thirty (30) Voting Members personally present constitute a quorum for the transaction of the business at a General Meeting.
- (c) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (i) if convened upon the requisition of Members, shall be dissolved; and
  - (ii) in any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternative venue) at the same place and 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 not less than 7 Voting Members) shall be a quorum.

## **14. CHAIRMAN AT MEETINGS**

### **14.1 Chairman to Chair**

The Chairman shall preside as chair at each General Meeting of the Association.

### **14.2 Where Chairman Absent**

If the Chairman is absent from a General Meeting or is unwilling to act, the Directors present shall appoint one of their number to preside as chair at the meeting.

## **15. ADJOURNMENT OF MEETINGS**

### **15.1 Chair May Adjourn Meeting**

The chair of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

## **15.2 Further Notice**

- (a) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in **Rule 15.2(a)**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **16. VOTING AT GENERAL MEETINGS**

### **16.1 Voting Procedure**

- (a) All votes shall be given personally. Proxies are not permitted.
- (b) A question arising at a General Meeting of the Association shall be determined on a show of hands.
- (c) In the case of an equality of voting on a question, the chair of the meeting may exercise a second or casting vote.
- (d) A Voting Member is not entitled to vote at any General Meeting in accordance with this Constitution unless all monies due and payable to the Association have been paid.

### **16.2 Recording of Determinations**

A declaration by the chair that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect in the minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

### **16.3 Poll at General Meetings**

- (a) If at a meeting a poll on any question is demanded by 3 Voting Members, it shall be taken at the meeting in such a manner as the chair may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (b) A poll that is demanded on the election of a chair or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the chair may direct.

### **16.4 Postal or Electronic Voting**

- (a) Postal or electronic voting may be held from time to time in such instances as the Board may determine and shall be held in accordance with procedures prescribed by the Board.
- (b) All postal or electronic voting shall be conducted under condition of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

## PART IV - BOARD

### 17. BOARD

#### 17.1 Powers of Board

- (a) The affairs of the Association shall be managed by the Board constituted under **Rule 17.2**.
- (b) Subject to this Constitution and the Act, the Board:
  - (i) shall control and manage the business and affairs of the Association;
  - (ii) may exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
  - (iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Association.

#### 17.2 Board Constitution

The Board shall consist of up to 9 Directors being:

- (a) 7 Ordinary Directors elected in accordance with **Rule 18**; and
- (b) 2 Appointed Directors appointed in accordance with **Rule 19**.

*and who have been approved as suitable persons to be associated with the Geelong Combined Leagues Club Ltd ("Associate") by the Victorian Commission for Gambling and Liquor Regulation ("Commission") if:*

- (a) *the Geelong Combined Leagues Club Ltd holds a Venue Operators Licence pursuant to the Gambling Regulation Act: and*
- (b) *the Association is a voting unit holder in the Buckleys Unit Trust*

#### 17.3 Offices of the Association

The officers of the Association (the "**Officers**") shall be:-

- (a) a Chairman;
- (b) a Treasurer; and
- (c) the **Officers**, shall be elected by the Board from amongst their number as soon as practicable after each Annual General Meeting. The appointee will hold the position until the conclusion of the next Annual General Meeting following their appointment. An Officer may be re-appointed.

- (d) The provisions of **Rule 18**, so far as they are applicable and with the necessary modifications, apply to and in relation to the election of persons to any of the offices referred to in this sub-rule.

## **18. ELECTION OF ORDINARY DIRECTORS**

### **18.1 Nomination of Candidates**

Nominations of candidates for election as Ordinary Directors must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by nominator and seconder who must be a Voting Member;
- (d) certified by the nominee expressing his or her willingness to accept the position for which he or she is nominated; and
- (e) delivered to the Association not less than 21 days before the date fixed for the Annual General Meeting.
- (f) Members of the Association who are eligible to vote at General Meetings, and have paid any and all membership fees due at least 60 days prior to the date fixed for the Annual General Meeting.

### **18.2 Election Process**

- (a) All Voting Members shall have the right to vote in relation to the election of the Ordinary Directors.
- (b) If the number of nominations received for the Ordinary Director positions is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies, then those nominated shall be declared elected.
- (c) If there are insufficient nominations received to fill all vacancies of the Ordinary Director positions the position(s) will be deemed a casual vacancy and filled in accordance with **Rule 20.1**.
- (d) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in an order drawn by lot.
- (e) The voting shall be conducted by personal vote at the Annual General Meeting.

### **18.3 Term of Appointment**

- (a) An Ordinary Director shall be elected in accordance with this Constitution for a term of 2 years, which shall commence on the date on which the Commission approves him or her as an Associate and continue until the conclusion of the second Annual General Meeting.

- (b) Three (3) Ordinary Directors and Four (4) Ordinary Directors shall be elected in each alternate year.
- (c) Should any adjustment to the term of Ordinary Director be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board.

#### **18.4 Failure to be Approved as an Associate**

If a person elected as a member of the Board of Management is not approved as an Associate by the Commission after the election the vacancy arising as a result will be treated as a casual vacancy which will be filled pursuant to Rule 7.

### **19. APPOINTED DIRECTORS**

#### **19.1 Appointment of Appointed Directors**

The Ordinary Directors may appoint 2 Appointed Directors.

#### **19.2 Qualifications for Appointed Directors**

The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition, but need not have experience in or exposure to Australian Football Umpiring. The Appointed Directors do not need to be Members.

#### **19.3 Term of Appointment**

- (a) Appointed Directors may be appointed by the Ordinary Directors in accordance with this Constitution for a term of 2 years, which shall commence at the Board meeting at which they are appointed and until the conclusion of the second Annual General Meeting following.
- (b) One Appointed Director may be appointed in each year of odd number and one Appointed Director may be appointed in each year of even number.
- (c) Should any adjustment to the term of Appointed Directors appointed under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board.

### **20. VACANCY ON THE BOARD**

#### **20.1 Casual Vacancy on the Board**

- (a) In the event of a casual vacancy in the office of any Ordinary Director, the Board may appoint a Voting Member to the vacant office and the person so appointed may continue in office up to and including the conclusion of the next Annual General Meeting.

- (b) If when the vacancy occurs:-
  - (i) the Geelong Combined Leagues Club Ltd holds a Venue Operators Licence pursuant to the Gambling Regulation Act: and
  - (ii) the Association is a voting unit holder in the Buckleys Unit Trust

the person appointed shall be approved as an Associate by the Commission before the commencement of the appointment.

## **20.2 Grounds for Termination of Position of Director**

For the purpose of this Constitution, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Member of the Association;
- (b) becomes bankrupt or makes arrangement or composition with his or her creditors generally;
- (c) resigns office by notice in writing given to the Association;
- (d) is prohibited from being a director of a company under the Corporations Act 2001 (Cth); or
- (e) fails to attend 3 consecutive meetings of the Board without having previously obtained leave of absence or provided a reasonable excuse for the absence from such meetings.
- (f) Ceases to be approved as an Associate by the Commission.

## **20.3 Removal of Directors by Members**

- (a) The Association in a General Meeting may by resolution remove any Director before the expiration of the Director's term of office and appoint another Member to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in **Rule 20.3(a)** makes representation in writing to the Chief Executive Officer or Chairman and requests that such representations be notified to the Members, the Chief Executive Officer or the Chairman may send a copy of the representations to each Voting Member or, if they are not sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **20.4 Remaining Directors May Act**

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

purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

## **21. QUORUM AND PROCEDURE AT BOARD MEETINGS**

### **21.1 Convening a Board Meeting**

- (a) The Board shall meet as required, but shall meet at least 4 times a year.
- (b) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than 2 days' written notice of the meeting of the Board shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the business to be transacted, shall be served on each Director by:
  - (i) delivering it to the Director personally;
  - (ii) sending it by post addressed to the Director; or
  - (iii) sending it by facsimile or other means of electronic communication;

in accordance with the Director's last notified contact details.

### **21.2 Quorum**

- (a) Any 5 Directors, constitute a quorum for the transaction of the business of a meeting of the Board.
- (b) No business shall be transacted 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 shall stand adjourned to the same place and at the same hour of the same day in the following week.

### **21.3 Procedures at Meetings**

- (a) The Chairman shall chair each Board meeting. If the Chairman is absent from a Board meeting or is unwilling to act the Directors present shall appoint one of their number to preside as chair at the meeting.
- (b) Questions arising at a meeting of the Board shall be determined on a show of hands or, if demanded by a Director, by a poll taken in such a manner as the person presiding at the meeting may determine.
- (c) Each Director present at a meeting of the Board (including the person presiding at the meeting) is entitled to one vote and in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (d) A resolution in writing signed or assented to by facsimile or electronic communication by all the Directors shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such

resolution may consist of several documents in like form each signed by one or more of the Directors.

- (e) Without limiting the power of the Board to regulate its meeting as it thinks fit, a meeting of Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice specifies that Directors are not required to be present in person;
  - (iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and
  - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the person presiding over the meeting is located.

#### **21.4 Directors' Interests**

A Director is not entitled to hold any place of profit or position of employment in the Association, or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested, for which express resolution of approval of the Board is not obtained, may be voided for such reason.

#### **21.5 Disclosure of Interests**

The nature of the interest of a Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into

consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

## **21.6 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Rule 21.5** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

## **21.7 Recording Disclosures**

It is the duty of the appropriate person nominated by the Board to record in the minutes any declaration made or any general notice given by a Director in accordance with **Rule 21.5** and **21.6**.

## **21.8 Conflicts**

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Director is interested. If the Director votes, the vote shall not be counted.

## **22. DELEGATED POWERS AND DUTIES**

### **22.1 Delegated Bodies**

- (a) The Board may establish and delegate any of its functions, powers or duties (except this power to delegate) to such committee or committees as it thinks fit and may recall or revoke any such delegation or appointment and may amend or repeal any decision made by committee.
- (b) The Board shall determine in writing the duties and powers afforded to any committee appointed in accordance with this Rule, and the committee shall, in the exercise of such delegated powers, conform to any directions or By-Laws that may be prescribed by the Board.
- (c) A Director or Chief Executive Officer shall be an ex-officio member of any committee so appointed.
- (d) The proceedings for any committee shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board in **Rule 21**.
- (e) Within 7 days of any meeting of any committee, the committee shall send a copy of the minutes and any supporting documents to the Association.

### **22.2 Committees**

- (a) The Board may from time to time to form Committees with specific duties and responsibilities in connection with the affairs of the Association.

- (b) The composition and powers of each Committee shall be determined by a resolution of the Board which may set out, among other matters;
  - (i) the composition of the Committee;
  - (ii) the timing and other details relating to the meetings of the Committee;
  - (iii) its duties and responsibilities; and
  - (iv) the manner in which it is obliged to report to the Board.

## **23. SECRETARY**

### **23.1 Appointment of Secretary**

The Secretary shall be appointed by the Board for such term and on such conditions as it thinks fit. The Secretary, shall be entitled to notice of, to attend and participate in debate at, all meetings of the Board, but shall have no entitlement to vote.

### **23.3 Specific Duties**

The Secretary shall:

- (a) execute tasks relating to the day to day management of the Association;
  - (b) as far as practicable attend all Board meetings and General Meetings;
  - (c) prepare in consultation with the Chairman, the agenda for all Board meetings and all General Meetings;
  - (d) cause to be kept minutes of the proceedings of all meetings of the Board and each General Meeting; and
  - (e) regularly report on the activities of, and issues relating to, the Association,
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### **23.4 Broad Power to Manage**

Subject to the Act, this Constitution, the By-Laws and any directive of the Board, the Secretary has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association.

## **PART V - GENERAL MATTERS**

### **24. SIGNING OF NEGOTIABLE INSTRUMENTS**

All cheques and other negotiable instruments shall be signed by 2 Directors or in such other manner determined by the Board from time to time.

### **25. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

- (a) Except as otherwise provided in this Constitution, the Treasurer, or other person deemed suitable by the Board from time to time, shall keep in his or her custody or control all books, documents and securities of the Association.
- (b) A Member may upon reasonable notice to the Chairman, inspect the books, documents and securities of the Association.

### **26. SOURCES OF FUNDS AND INCOME**

- (a) The funds of the Association shall be derived from officiating fees, annual subscriptions, donations and such other sources as the Board determines.
- (b) The income and property of the Association shall be applied solely towards the promotion of the purposes of the Association as set out in **Rule 2**.
- (c) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude payment to a Member in good faith for expenses incurred or services rendered.

### **27. AUDITOR**

A properly qualified auditor shall be appointed and the remuneration of such auditor fixed by the Board. The auditor's duties shall be regulated in accordance with the Act.

### **28. COMMON SEAL**

- (a) The common seal of the Association shall be kept a secure and locked environment.
- (b) The common seal shall not be affixed to any instrument except by authority of the Board and the affixing of the common seal shall be attested to by the signatures of 2 Directors.
- (c) A Director may not sign a document to which the common seal of the Association is affixed where the Director is interested in the contract or arrangement to which the document relates.

## **29. ALTERATION OF CONSTITUTION**

- (a) This Constitution shall not be altered except by Special Resolution in accordance with the Act.
- (b) In addition, there shall be no alteration or amendment to **Rules 30(b) or 31** without the consent of the relevant Minister under the Act.

## **30. DISSOLUTION**

- (a) The liability of the Members of the Association is limited.
- (b) If upon winding up or dissolution of the Association, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to some other organisation having purposes similar to the purposes of the Association and which prohibits the distribution of its income and property among its Members and which is also not carried on for the profit or gain to its Members. Such body or bodies shall be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

## **31. AUTHORITY TO TRADE**

The Association is authorized to trade in accordance with section 33 of the Act.

## **32. INDEMNITY**

- (a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

## **33. SERVICE OF NOTICES**

- (a) Notices may be given by the Association to any Member by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address, facsimile number or electronic mail address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and posting the notice. Service of the notice is deemed to have been effected two (2) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon the next business day following the day that the facsimile was sent to the facsimile number.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected on the same business day that the electronic mail message was sent to the electronic mail address.

## **34. BY-LAWS**

### **34.1 Power to Make By-Laws**

The Board may make By-Laws and alter, amend or rescind the same as occasions may require. Such By-Laws shall have the same force and effect as this Constitution, but shall not be in any way oppose or be in conflict with this Constitution. Such By-Laws shall be available for inspection at the Associations' premises and available upon request by Members.

### **34.2 Amendments to By-Laws**

Amendments, alterations, interpretation or other changes to By-Laws shall be advised to Members by means of notice approved by the Board. Notices shall be binding upon all Members.

### **34.3 By-Laws Deemed Applicable**

All by-laws, regulations and policies of the Association in force at the date of the approval of this Constitution under the Act insofar as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this Rule.

## **35. GRIEVANCE PROCEDURES**

- (a) The grievance procedure set out in this Rule applies to disputes under this Constitution between:
  - (i) a Member and another Member; or
  - (ii) a Member and the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

- (d) The mediator must be:
  - (i) a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement:
    - (A) in the case of a dispute between a Member and another Member, a person appointed by the Board; or
    - (B) in the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- (e) A Member of the Association can be a mediator.
- (f) The mediator cannot be a Member who is a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (h) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard; and
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.