



CONSTITUTION

1 June 2016

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DEFINITIONS

"The Act" means the Associations Incorporation Act 1991;

"AGM" means Annual General Meeting;

"The Club" or **"NCTFC"** means Ninja Cats Touch Football Club (ACT) Inc.;

"Club Official" means a member of the Board of Directors; or a person authorised by the Board of Directors to act on behalf of the Club.

"Board of Directors" means the persons elected and appointed to lead the Club as Directors at Part 3.1

"Board Meeting" means a formal gathering of the Directors of the Club.

"Membership Period" means either a season of competition, or a year, depending on whichever status has been determined by the Board.

"TFA" means Touch Football Australia

"TFACT" means Touch Football Australia (ACT)

"Touch Football" means the game of Touch Football, and any of its derivatives

"Member" means a person satisfying one of the types of membership set out in Part 2.1

"SGM" means Special General Meeting

"Written notice" means written in the traditional sense, but also includes email correspondence.

PART 1 – THE CLUB

1.1 Name

- 1.1.1 The name of the Club is Ninja Cats Touch Football Club (ACT) Inc.
- 1.1.2 The Club will enter teams into the TFACT Domestic competitions using a prefix such as “NCTFC” or “Cats” if teams are entered into these competitions.
- 1.1.3 The Club will enter teams into the TFACT Super League, TFACT Premier League and any junior representative leagues under the name of “Gungahlin Cats” if teams are entered in these competitions.

1.2 Colours

- 1.2.1 The colours of the Club shall be Black and Grey, with Blue.

1.3 Incorporation

- 1.3.1 The Club is incorporated under the Associations Incorporation Act 1991 (*ACT*).

1.4 Objects

The objects of the Club shall be:

- 1.4.1 To foster the game of Touch Football in the Australian Capital Territory area, with particular attention paid to the Gungahlin region.
- 1.4.2 To provide a safe and enjoyable environment for members to participate in Touch Football at all levels – junior, social, and elite.
- 1.4.3 To invest monies of the Club not required for operational measures to purchase assets for the benefit of the Members.

1.5 Logo

- 1.5.1 The Club will own and maintain at least one logo for the exclusive use of the Club and approved partners.
- 1.5.2 Logos are not to be altered in any way without the written consent of the Board of Directors.
- 1.5.3 No person may use the Club’s logo/s for any purpose without the written consent of the Board of Directors.

- 1.5.4 The Club retains all rights relating to the use of the Club Name, Logos, trademarks (or signs), designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.
- 1.5.5 The Board of Directors may take whatever action it deems necessary, including legal action, against any member, sponsor or any other person who uses the Club name or logo without it's written consent.

PART 2 – MEMBERSHIP

2.1 Types of Membership

The following categories of membership shall apply to the Club:

2.1.1 Active Member

An Active Member is a person who has applied to play or coach with the Club in adult domestic competitions, and has paid the appropriate membership fee. The fee for playing and coaching may differ. May attend and vote at AGM.

2.1.2 Junior Member

A Junior Member is a person who has applied to play with the Club in junior representative teams, and has paid the appropriate membership fee. May attend but not vote at AGM.

2.1.3 Supporting Member

A Supporting Member is a person who has applied to join the Club in a supporter capacity, and has paid the appropriate membership fee. May attend but not vote at AGM.

2.1.4 Life Member

A Life Member of the Club is a Member who has been awarded the status Life Member by the Board of Directors at their discretion, and using whatever criteria they so determine. Life Membership may not be rescinded, and will operate in perpetuity. Life Members are entitled to all the privileges of Active Membership without payment of further membership fees.

2.1.5 Other Types of Membership

The Board of Directors may establish other types of membership; however any Board-created types of membership will not have any voting rights.

2.2 Membership Application and Fees

- 2.2.1 The Board of Directors will determine the Membership Fees that are associated with each type of membership and the time of payment for the fee.
- 2.2.2 To obtain or renew membership, a person must complete any membership forms requested by the Board of Directors and pay the applicable membership fee.
- 2.2.3 Membership fees will be a standardised amount per membership period, however the Managing Director may adjust the fees for any person at their discretion.
- 2.2.4 Membership will commence on payment of the Membership Fee for that membership period, and membership will cease the day before the next membership period is scheduled to begin.
- 2.2.5 No member whose Membership Fee is unpaid, or who owes money to the Club, will be entitled to vote at any meeting or upon any ballot, or be eligible to be elected or appointed as a Club official, until all outstanding monies are paid
- 2.2.6 The Board of Directors, in its absolute discretion and without having to give reasons:
 - Has the right to refuse any application for Membership, and;
 - May accept an application for Membership made by a person who is the legal guardian of any person under or over the age of 18 years.

2.3 Register of Members

- 2.3.1 The Club will keep a register which will contain the names and email addresses of all Members.
- 2.3.2 The Board of Directors may require members to provide details in addition to those listed at 2.3.1 to be recorded in the register of Members.
- 2.3.3 The register of Members may be kept using such technological means as the Board of Directors may determine.
- 2.3.4 A Member changing their name and/or email address must immediately provide written notice to the Club of such change.

2.4 Resignation

- 2.4.1 A Member may resign from the Club by giving written notice to the Board of Directors of their resignation and returning all equipment and property belonging to the Club in her/her position.
- 2.4.2 The Managing Director will have sole discretion over whether to refund any part of the Member's fees.

2.5 Discipline

- 2.5.1 All Members are subject to the Constitution, by-laws, policies and Code of Conduct of the Club.
- 2.5.2 If a Member breaches any provision of the Constitution, by-laws, policy or Code of Conduct of the Club, the Board of Directors may act or designate a disciplinary panel to examine the circumstance of the breach or charge.
- 2.5.3 The disciplinary panel must act in accordance with any dispute/disciplinary policy supported or published by the Club.

PART 3 – MANAGEMENT OF THE CLUB

3.1 Board of Directors

- 3.1.1 The Club will be governed by a Board of Directors.
- 3.1.2 There must be no less than five, and no more than seven Directors.
- 3.1.3 Subject to Part 3.3, no more than five Directors are to be elected by the Members (**Elected Directors**), and no more than two Directors are to be appointed under Part 3.6 (**Appointed Directors**)
- 3.1.4 Directors of the Club will not ordinarily receive remuneration for serving on the Board, however being a Director will not disqualify a person from being paid for works required by the Club.
- 3.1.5 The Club may provide Directors with the opportunity to attend conferences, meetings, and seminars at the Club's expense and with costs reimbursed if the attendance of the Director at the conference, meeting or seminar will facilitate an appropriate benefit for the Club.
- 3.1.6 Directors must declare any interests and conflicts when joining the Board, and review these conflicts at each meeting of Directors.

3.2 Eligibility of Directors

- 3.2.1 Any person over the age of 18 shall be eligible for nomination to the position of Director.

3.3 Election of Directors

- 3.3.1 Up to five Directors will be elected at the Club AGM.
- 3.3.2 At least 28 days prior to the date of the AGM, the Managing Director will request nominations for elections to positions falling vacant.
- 3.3.3 Nominations for Director must be sent to the Managing Director via email no less than 14 days prior to the AGM, in the form required by the Directors.
- 3.3.4 Any Member is permitted to attend and, if so permitted by their member type, vote for the candidates who have nominated for election.
- 3.3.5 If nominations totaling less than the total of vacancies are received prior to the AGM, nominations may be taken from the floor at the AGM.
- 3.3.6 A person will be elected to the role of Director through a ballot of members entitled to vote and present at the AGM, in a method determined by the policy pertaining to this function.
- 3.3.7 Upon adoption of this Constitution, the following initial terms of service will apply for Elected Directors:
 - 2 positions will be elected for a 3 year term
 - 2 positions will be elected for a 2 year term
 - 1 position will be elected for a 1 year term
- 3.3.8 After the initial terms of service expire, each term of service will be for 3 years.
- 3.3.9 Outgoing Directors will hold their office until the close of business of the AGM in which their term will end.
- 3.3.10 Incoming Directors shall take up their positions at the close of business of the AGM in which they were elected.

3.4 Casual Vacancies

- 3.4.1 A casual vacancy may arise from time to time where an Elected Director resigns or is removed from the Board.
- 3.4.2 Directors may, at any time, appoint a person to fill a casual vacancy in the ranks of Elected Directors until the next AGM.
- 3.4.3 A person appointed under Part 3.4.1 holds office until the next AGM, and is not treated as having served a term for the purpose of Part 3.5.1.
- 3.4.4 When the period of casual vacancy expires, the position will be declared vacant at the AGM, with an election taking place under Part 3.3 for the remaining period of the term.

3.5 Maximum term of office for Elected Directors

- 3.5.1 A Director may not serve more than three consecutive terms (or part thereof) as an Elected Director before being required to have a break of no less than two years from serving as Director.

- 3.5.2 A Director serving on the Board prior to the adoption of this Constitution for any period will have all service counted as a single term for the purposes of Part 3.5.1

3.6 Appointed Directors

- 3.6.1 Directors may appoint up to two persons to act as Appointed Directors due to their special business acumen, skills or knowledge.
- 3.6.2 Appointed Directors will hold office for a maximum term up to the holding of the next AGM, with the appointment on such other terms as the Directors determine, including shorter periods of time.
- 3.6.3 Appointed Directors have the same voting rights at meetings as Elected Directors.

3.7 Managing Director

- 3.7.1 Directors shall vote for one of their number to act as Managing Director at the first board meeting following the AGM.
- 3.7.2 If the incumbent Managing Director remains a Director, they will continue to act in that role until the vote; however if the incumbent was not re-elected, then the most experienced (time served) director shall act until the vote takes place.
- 3.7.3 The Managing Director shall assume responsibility for the operational aspects of the Club, as outlined in the Managing Director Responsibilities document.
- 3.7.4 The Managing Director is responsible to the Board, and should provide an operational report at each board meeting.
- 3.7.5 The Managing Director has voting rights as per ordinary Directors, but also retains a casting vote in the event of ties.
- 3.7.6 Directors may vote at the first board meeting following the AGM on providing an allowance to the Managing Director of no more than the cost of playing with the Club, whilst serving as Managing Director.
- 3.7.7 The Managing Director can be replaced at any time with a simple majority vote of Directors at a board meeting.
- 3.7.8 If the Managing Director resigns, the most experienced Director (time served) will act as Managing Director until the next board meeting, whereupon a vote will take place as to the position.

3.8 Resignation of Directors

- 3.8.1 Directors may resign their position on the Board by giving 2 weeks' written notice to the Managing Director.
- 3.8.2 The Managing Director may resign their position by giving 2 weeks' written notice to all other Directors.

3.8.3 Any resignation by Directors/Managing Director will be communicated to all members as soon as practical.

3.9 Removal of Directors

3.9.1 Directors may be removed from their role by failing to attend two board meetings in succession.

3.9.2 The decision of whether to remove a Director from their role will fail to a vote by the other Directors, with a unanimous decision required to remove.

3.10 Dissolution of Board

3.10.1 At any time after two months post-AGM, the Board may be dissolved by a two-thirds majority of Members entitled to vote and present at a SGM called for that purpose.

3.11 Committees

3.11.1 The Board may form committees of management for any purpose and appoint persons as required to act on these committees.

3.11.2 When creating a committee, the Board must create terms of reference that include the;

- Name of the Committee;
- Purpose of the Committee;
- Chair of the Committee;
- Members of the Committee;
- Length of time of operation;
- Frequency of meetings, and;
- Financial delegations.

3.11.3 Committee members may include any person so appointed by the Board, and any member may be removed by the Board at any time.

3.11.4 Committees may be dissolved by the Board at any point in time, regardless of the terms of reference.

3.12 Policies

3.12.1 The Board of Directors, on behalf of the Club, will maintain the necessary policies and procedures to enable it to properly and lawfully operate.

3.12.2 All members are bound by these policies and procedures.

3.12.3 All enacted policies will be displayed on the Club website.

3.13 Publications and Record Keeping

- 3.13.1 The Managing Director will maintain all Club publications, documents and records in a method of their choosing.
- 3.13.2 Publications, documents and records will be made available to any member within a reasonable timeframe if requested.

3.14 Common Seal

- 3.14.1 The Managing Director shall maintain custody of the common seal of the Club.

PART 4 – MEETINGS

4.1 Annual General Meeting

- 4.1.1 The Club shall convene an AGM of its members each year in July.
- 4.1.2 Any outcomes or motions carried at an AGM will not be rendered invalid by virtue of the AGM being held outside the month of July.
- 4.1.3 At least 28 days prior to the date of the AGM, the Managing Director will provide notice to all members via email, specifying the place, date, and time of the meeting.
- 4.1.4 Accidental omission to give notice will not invalidate any outcomes or motions carried from the AGM.
- 4.1.5 Members wishing to bring a motion to the AGM must complete a Notice of Motion.
- 4.1.6 Notices of Motion for the AGM must be in writing and received by the Managing Director no less than 14 days prior to the AGM.
- 4.1.7 The Managing Director must circulate an agenda, including all Notices of Motion, to all members no less than 7 days prior to the AGM.
- 4.1.8 The Agenda for the AGM shall include:
- Opening of the AGM
 - Confirmation of previous AGM Minutes
 - Reports from the Managing Director and any Committees in operation since the last AGM.
 - Financial Report
 - Appointment of the Auditor
 - Election of Directors
 - Notices of Motion
 - Meeting Closed
- 4.1.9 The Managing Director shall chair the AGM unless they are absent, in which case the Directors will appoint one of their number to act as Managing Director for this purpose.

- 4.1.10 Any member will be given reasonable opportunity to ask questions on any matter, motion or report at the AGM, and may also speak on behalf of, or against, any motion that is brought to vote upon.
- 4.1.11 No person eligible to vote may do so more than once on each motion.
- 4.1.12 No proxies or postal votes are permitted at the AGM.
- 4.1.13 A quorum for the AGM is when 10 members eligible to vote are present.
- 4.1.14 If a quorum is not reached within 30 minutes from the nominated start time, those present shall determine a date within one month to reconvene the meeting.

4.2 Special General Meeting

- 4.2.1 A SGM must be called by the Directors when the Board is presented with a notice signed by no less than 25% of Members.
- 4.2.2 At least 28 days prior to the date of the SGM, the Managing Director will provide notice to all members via email, specifying the place, date, and time of the meeting.
- 4.2.3 The Managing Director must circulate an agenda, and all related material, to all members no less than 7 days prior to the AGM.
- 4.2.4 Any member will be given reasonable opportunity to ask questions on any matter, motion or report at the AGM, and may also speak on behalf of, or against, any motion that is brought to vote upon.
- 4.2.5 No person eligible to vote may do so more than once on each motion.
- 4.2.6 No proxies or postal votes are permitted at SGMs.

4.3 Board Meetings

- 4.3.1 The Board of Directors shall meet no less than 5 times each year.
- 4.3.2 A meal and beverage may be provided if a board meeting convenes over a major meal time, paid for by the Club.
- 4.3.3 At a minimum, the Board should meet to discuss:
 - Preparation for Summer season
 - Review of Summer season
 - Preparation for Winter season
 - Preparation for AGM
 - Review of Winter season
- 4.3.4 The Managing Director shall provide 7 days written notice to all Directors of meetings.
- 4.3.5 Those Directors not present at any board meeting shall be declared absent for purposes of Part 3.9.1
- 4.3.6 A quorum for Board Meetings is when no less than 40% of Directors are present.
- 4.3.7 If a quorum is not reached within 30 minutes from the nominated start time, those present shall determine a date within 14 days to reconvene the meeting.

4.4 Committee Meetings

- 4.4.1 Committees shall meet as required by the terms of reference.
- 4.4.2 The Chair will appoint a committee member to perform secretariat duties, including keeping minutes.
- 4.4.3 Minutes from meetings must be submitted to the Managing Director with 14 days.
- 4.4.4 Committee members may resign their position by giving 2 weeks' written notice to the Managing Director and Committee Chair.
- 4.4.5 The Chair may resign their position by giving 2 weeks' written notice to the Managing Director.

PART 5 – FINANCES

5.1 Accounting

- 5.1.1 The Club shall manage its accounts each financial year, ending on June 30.
- 5.1.2 The Club shall produce an Annual Report including the financial tables each year prior to the holding of the Annual General Meeting.

5.2 Revenue

- 5.2.1 The Club may raise funds by any lawful means including but not limited to; Member fees, merchandise sales, donations, BBQ proceeds, competition prize monies and hiring out of assets.
- 5.2.2 All monies received on behalf of the Club shall be deposited in an account in the name of the Club or cash held in trust for the Club by the Managing Director.

5.3 Expenses

- 5.3.1 The income and property of the Club shall be used solely for the Aims of the Club, in accordance with such policies and procedures as are in place from time to time and as determined by the Board of Directors.
- 5.3.2 The Club shall not enter into agreements with any parties that require the Club to enter into debt.

5.4 Authorities

- 5.4.1 The Board of Directors will provide the Managing Director with the authority to make payments for operational purposes and small general payments.
- 5.4.2 The Board will determine:
- Maximum amount to be spent in a single transaction;
 - Maximum amount to be spent in a calendar year without further authorisation;
 - Process through which expenditure should be accounted; and
 - Any other limitations.
- 5.4.3 For expenditure greater than that authorised for the Managing Director to make, the Club shall require two signatures of Directors; usually the Managing Director and one other.
- 5.4.4 The Board of Directors will authorise the various committees of the Club to spend funds as per the terms of service, which will be reimbursed by the Club up to the delegated amount by the Managing Director on behalf of the Club.
- 5.4.5 Reimbursement of funds will only be provided after the presentation and acceptance of a report detailing the expenditure, and upon receipt of a valid tax invoice.

5.5 Audit

- 5.5.1 An auditor shall be appointed at the AGM, who is a registered accountant.
- 5.5.2 The auditor shall examine and audit all Club financial accounts annually, and provide a report thereon to the AGM and include a notice in the Annual Report.

PART 6 – DISSOLUTION

6.1 Club Dissolution

- 6.1.1 The Club shall be dissolved if:
- A resolution to dissolve is carried at a SGM; or
 - The Club becomes insolvent

6.2 Club Assets

- 6.2.1 Any assets of the organisation shall be applied solely in furtherance of the Club's objects, with no portion being distributed directly or indirectly to the Members of the Club without bona fide payment to the Club in exchange for said assets.
- 6.2.2 In the event of dissolution the amount that remains, and after all debts and liabilities of the Club are satisfied, shall be transferred to another organization with similar purposes which is not carried on for the profit or gain of its' individual members.

6.2.3 The organisation that is to receive the resultant asset base shall be voted upon by all remaining members at the SGM where dissolution is determined, and in the event that such a SGM may not be possible, as directed upon application to the Supreme Court of Australia in that matter.

6.3 Member Liability

6.3.1 Members will be liable for any outstanding debts to the Club, with no further liability as to debts of the association.

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