

Rules of Association

Rosefield Uniting Church Netball Club Inc

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1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this agreement, unless the context requires otherwise.

Act means the *Associations Incorporation Act 1985 (SA)*;

ADI means authorised deposit-taking institution;

Annual General Meeting means a meeting of the kind described in clause 10;

Association means Rosefield Uniting Church Netball Club Inc;

Chairperson means the chairperson of the Committee or the Members, as applicable;

Church means Rosefield Uniting Church;

Committee means the committee of the Association;

Committee Member means a member of the Committee;

Honorary Member means an individual appointed as an honorary member of the Association under clause 5.4;

Member means an Ordinary Member or Honorary Member of the Association;

Membership means Membership of the Association;

Ministerial President means the Minister of the Church;

Objects mean the objects of the Association, as set out in clause 3;

Ordinary Member means a person admitted as a member of the Association under clause 5.2;

Patrons of the Association, include Honorary Members of the Association and those who support the Objects of the Association and have proven dedication and loyalty to the Association;

Powers means the powers of the Association, as set out in clause 4;

Regulations mean the regulations to the Act;

Season means either the summer or winter netball season administered annually each year by SAUCNA;

SAUCNA means the South Australian United Church Netball Association Incorporated;

Secretary means the secretary of the Association;

Sport means the sport of netball.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) the singular includes its plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) headings are for convenience only and do not affect interpretation;
- (d) words such as **including** or **for example** do not limit the meaning of the words preceding them;
- (e) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally; and
- (f) a reference to:
 - (i) a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (ii) a particular time is to that time in Adelaide;
 - (iii) any agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
 - (iv) a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to these Rules;
 - (v) these Rules includes any schedules and annexures to these Rules;
 - (vi) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;
 - (vii) **dollars** or **\$** is to Australian currency;
 - (viii) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
 - (ix) a provision within legislation (or subordinate legislation) is to that provision as amended or replaced.

2. Name

- (a) The name of the Association is Rosefield Uniting Church Netball Club Inc.
- (b) Subject to approval of the Members, the name of the Association may be changed by the Committee.

3. Objects

- (a) The Objects of the Association are:
 - (i) encourage, promote, advance and administer the Sport;

- (ii) encourage, promote and advance the interests of the Church;
 - (iii) maintain and enhance the reputation of the Sport and the standards of play and behaviour of Members;
 - (iv) co-operate with any organisation which will advance the interests of the Sport;
 - (v) co-ordinate the entry of teams into any SAUCNA Sport competition; and
 - (vi) undertake and or do other things or activities which are necessary, incidental or conducive to the advancement of these Objects.
- (b) Subject to the Act, the Association must not make a payment from its income or capital, or dispose of any of its assets in specie, to the Members or any of them, or to associates of Members or any of them, except reasonable remuneration of a Member for work done by the Member for or on behalf of the Association or payments or dispositions that are incidental to activities carried on by the Association in accordance or consistent with the Objects.

4. Powers

The Association may, subject to the Act and these Rules:

- (a) acquire, hold, lease, deal with and dispose of, any real and personal property;
- (b) build, construct or establish, alter, rebuild, renovate, reconstruct, improve and maintain buildings on any land owned or leased by the Association;
- (c) acquire, hold, deal with and dispose of shares in a public or proprietary company, listed or unlisted, incorporated in Australia;
- (d) administer any property on trust;
- (e) open and operate ADI accounts;
- (f) invest its moneys:
 - (i) in any security in which trust moneys may, by Act of Parliament, be invested;
 - (ii) in any other manner authorised by these Rules;
- (g) borrow money on the security of the whole or any portion of the real or personal property of the Association or without security and upon such terms and conditions as the Committee thinks fit;
- (h) enter into any other contract it considers necessary or desirable;
- (i) do all such other lawful things as may be incidental or ancillary to or conducive to the attainment of the Objects and exercise of the Powers or any of them.

5. Membership

5.1 Categories of Members

The Members of the Association consist of:

- (a) Ordinary Members; and
- (b) Honorary Members.

5.2 Admission of Members

- (a) A person may apply to be an Ordinary Member if that person supports the Objects.
- (b) An application to be an Ordinary Member must be in a form approved by the Committee.

5.3 Discretion to accept or reject application

- (a) The applicant becomes an Ordinary Member of the Association if;
 - (i) the Committee accepts the application; and
 - (ii) the applicant pays the first annual Membership fee.
- (b) The Committee may accept or reject an application whether the applicant has complied with the requirements in clause 5.2 or not. The Committee are not required, nor can they be compelled to provide, any reason for rejection.
- (c) Membership begins on the date of payment of the first annual Membership fee.
- (d) The Secretary must record the name of each successful applicant in the register of Members.

5.4 Honorary Member

- (a) Honorary Membership is the highest honour that can be bestowed by the Association for longstanding and valued service to the Sport and the Association.
- (b) Any Ordinary Member may recommend a person for Honorary Membership by notice in writing to the Committee. A recommendation made under this clause must include a written report outlining the history of services of the nominee.
- (c) A person may be appointed an Honorary Member by the Committee.

5.5 Membership fee

- (a) The Committee will set the annual Membership fee.
- (b) A Member must pay the annual Membership fee on the date required by the Committee and in any event by the first game of the Season.
- (c) The Committee may exempt a Member from paying the annual Membership fee in its absolute discretion.
- (d) A Member, who does not pay the annual Membership fee within 1 calendar month after the commencement of the Season, ceases to be a Member (unless exempt under clause 5.5(c)).

- (e) The Committee may reinstate Membership of a person who ceased to be a Member by operation of clause 5.5(d) on any terms it thinks fit.

5.6 Obligations of Members

Each Member must:

- (a) treat all staff, contractors and representatives of the Association with respect and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of both the Association and the Sport; and
- (c) not act in a manner unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Association, the Church, SAUCNA or the Sport.

5.7 Register of members

A register of Members must be kept and contain:

- (a) the name and address of each Member;
- (b) the date on which each Member was admitted as a Member;
- (c) the category of Membership of the Member; and
- (d) if applicable, the date and/or reasons for termination of Membership.

5.8 Cessation

A Member ceases to be a Member of the Association if:

- (a) the Member dies;
- (b) the Member resigns from Membership in accordance with clause 5.9; or
- (c) the Member is expelled from the Association under clause 5.10.

5.9 Resignation

- (a) A Member may resign from Membership of the Association by written notice to the Secretary.
- (b) That Member must still pay any outstanding Membership fees.

5.10 Expulsion

- (a) After giving a Member an opportunity to be heard or to make a written submission, the Committee may expel a Member for an act or omission which, in the opinion of the Committee, is detrimental to the Association.
- (b) The Committee must give the Member particulars in writing of the act or omission at least 1 calendar month before the Committee meets to decide the matter.
- (c) The Committee must notify the Member of its decision.
- (d) Within 14 days after notification of expulsion, the Member may notify the Secretary that the Member will appeal against expulsion to the Members in general meeting.

- (e) The Members in general meeting must give the Member an opportunity to be heard or to make a written submission.
- (f) The Member's membership ends on the date the Members in general meeting uphold the expulsion.
- (g) If the Member does not appeal against expulsion, the membership ends 14 days after notification of expulsion by the Committee.

6. The Committee

6.1 Committee Powers

- (a) The Committee alone manages and controls the affairs of the Association including:
 - (i) exercise of any Powers or authorities conferred by these Rules;
 - (ii) doing all things within and to pursue the Objects,
 that are not by the Act or these Rules required to be done by the Association in general meeting.
- (b) The Committee has authority to interpret the meaning of these Rules and any other matter relating to the affairs of the Association on which these Rules are silent.
- (c) The Committee may delegate any of its powers to its officers and employees.

6.2 Committee Composition and Appointment

- (a) The Committee may appoint officers (including the Public Officer within the meaning of section 56 of the Act) and employees of the Association.
- (b) Not all the Committee Members must be Members.
- (c) The Committee comprises a minimum of 6 and a maximum of 10 natural persons comprising:
 - (i) a President;
 - (ii) a Vice-President;
 - (iii) a Secretary;
 - (iv) a Treasurer; and
 - (v) 2 to 6 general Committee Members.
- (d) At each Annual General Meeting:
 - (i) all Committee Members must retire;
 - (ii) the Members must appoint new Committee Members.
- (e) The Committee may appoint a natural person to fill a casual vacancy. That person must retire at the next Annual General Meeting.

- (f) A retiring Committee Member (including a casual Committee Member) is eligible for re-election as a Committee Member.
- (g) The Committee must call for nominations for Committee Members at least 14 days prior to the Annual General Meeting.
- (h) Nominations must be in the form requested by the Committee.
- (i) The notice to Members, calling the Annual General Meeting at which the election will take place, must be accompanied by a list of all candidates seeking election to the Committee.
- (j) If the number of those candidates equals the number of vacancies:
 - (i) the Secretary must report that to the Annual General Meeting; and
 - (ii) the Chairman must declare those candidates elected to the Committee.
- (k) If the number of those candidates exceeds the number of vacancies:
 - (i) the Secretary must report that to the Annual General Meeting; and
 - (ii) the Members must vote on whom to elect to the Committee in accordance with clause 11; and
 - (iii) the Chairman must declare the candidates with the most votes elected to the Committee.

6.3 Disqualification of Committee Members

A Committee Member ceases to hold office if the Committee Member:

- (a) dies;
- (b) is permanently incapacitated by ill health;
- (c) is disqualified under section 30 of the Act;
- (d) is expelled as a Member under these Rules;
- (e) the Committee Member is absent without apology for more than 3 consecutive Committee meetings or for more than 3 Committee meetings in a financial year;
- (f) resigns his or her office by notice in writing to the Association.

7. Procedures of Committee

- (a) The Committee must meet as often as it considers necessary in every calendar year for the dispatch of business.
- (b) The President (or in his or her absence, the Vice-President) chairs all Committee meetings.
- (c) A quorum of the Committee is 50% of the Committee Members.
- (d) A quorum of the Committee must be present at all times when business is transacted.

- (e) Each Committee Member has 1 vote.
- (f) The Chairman also has a casting vote.
- (g) A resolution of the Committee is carried by a majority of votes.
- (h) Subject to sections 31 and 32 of the Act, a Committee Member who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Association:
 - (i) must, as soon as he or she becomes aware of his or her interest, disclose the nature and extent of his or her interest to the Committee; and
 - (ii) must disclose the nature and extent of his or her interest in the contract at the next Annual General Meeting;
 - (iii) must not take part in any decision of the Committee with respect to that contract (but may, subject to complying with this clause, take part in any deliberations with respect to that contract).

8. Indemnity

Every Committee Member, other properly appointed employee, contractor, agent or officer of the Association is entitled to be indemnified out of the assets of the Association against all losses or liability which may be suffered or incurred in or about the execution of the duties of office.

9. Patrons

The Association at its Annual General Meeting may appoint annually on the recommendation of the Committee as many Patrons as it considers necessary, subject to approval of that person or persons.

10. General meetings

10.1 General meeting

An general meeting of the Association must be held in accordance with the Act and these Rules and on a date and at a venue to be determined by the Committee.

10.2 Calling a general meeting

- (a) The Committee:
 - (i) must hold each Annual General Meeting within 5 months after the end of the Association's financial year;
 - (ii) may hold a special general meeting at any time;
 - (iii) must hold a special general meeting within 1 month after receiving a written requisition by at least 75% of the Members. That requisition must:
 - (A) be signed by the requisitionists; and

- (B) state the purpose of the meeting.
- (b) If the Committee does not call a special general meeting in accordance with clause 10.2(a)(iii), the requisitionists may do so at the reasonable cost of the Association. The Committee must supply to the requisitionists free of charge particulars of the Members entitled to notice of the meeting.

10.3 Notice of a general meeting

- (a) The Committee must give each Member written notice of a general meeting:
 - (i) specifying the place, day and time of the meeting;
 - (ii) specifying the general nature of any business;
 - (iii) specifying any proposed special resolution;
 - (iv) if a special resolution will be proposed, at least 21 days before the meeting;
 - (v) if an Annual General Meeting, at least 14 days before the meeting.
- (b) The notice of an Annual General Meeting need not specify the following ordinary business:
 - (i) receiving and considering the profit and loss account, the balance sheet and the reports of the auditor, the Committee and other Committees;
 - (ii) appointing an auditor;
 - (iii) any other business which under these Rules or the Act ought to be transacted at an Annual General Meeting.

All other business is special business.

- (c) Notice may be given to a Member:
 - (i) personally;
 - (ii) by ordinary pre-paid post to the address in the register of Members or the last known address of the Member;
 - (iii) by facsimile transmission to the facsimile number in the register of Members or the last known facsimile number of the Member;
 - (iv) by email to the email address in the register of Members or the last known email address of the Member; or
 - (v) as permitted by statute.

11. Procedure of general meetings

- (a) A quorum of a general meeting is 50% of Members present in person or by proxy.
- (b) A quorum must be present when business is transacted.
- (c) If within 15 minutes after the time appointed for the meeting, a quorum is not present:

- (i) a general meeting, convened on the requisition of Members, lapses;
 - (ii) any other general meeting is adjourned to the same day in the next week at the same time and place. If, within 30 minutes after the time appointed for that meeting, a quorum is not present, the Members present are a quorum.
- (d) Each general meeting of the Association is chaired by:
- (i) the President;
 - (ii) if the President is absent or unwilling to chair the meeting, the Vice-President;
 - (iii) if both the President and the Vice-President are absent or unwilling to chair the meeting, any other Committee Member chosen by the meeting.
- (e) The Chairman:
- (i) may, with the consent of the meeting if a quorum is present;
 - (ii) must, if directed by the meeting if a quorum is present,
- adjourn the meeting to any time and place. Only business left unfinished may be transacted at the adjourned meeting. Notice of a meeting adjourned more than 30 days must be given to all Members as if an original meeting.
- (f) The Chairman may regulate and adjourn the general meeting in any way not inconsistent with the Rules.
- (g) Each Member present in person or by proxy has 1 vote.
- (h) The Chairman also has a casting vote.
- (i) Every question put to a general meeting is decided:
- (i) on a show of hands; or
 - (ii) by poll if demanded (before or on the declaration of the show of hands) by the Chairman or at least 3 Members present in person or by proxy.
- (j) A poll on the election of a Chairman of the meeting or on an adjournment must be taken at the meeting without adjournment.
- (k) The demand for a poll may be withdrawn.
- (l) If a poll is demanded, it must be taken as and when the Chairman directs. The result of the poll is the resolution of the meeting.
- (m) If a poll is not demanded, a declaration by the Chairman that a resolution has been carried by a particular majority or lost and an entry to that effect in the minutes are conclusive evidence of the matter.
- (n) An ordinary resolution of a general meeting is carried by at least half of the votes cast.
- (o) A special resolution of a general meeting is carried by at least three quarters of the votes cast.

12. Proxies

A Member may appoint in writing another Member to be his or her proxy, to vote at any meeting of the Association on his or her behalf.

13. Minutes

- (a) The Association must:
 - (i) cause minutes of all proceedings of general meetings and of Committee meetings to be entered in books kept for that purpose;
 - (ii) cause those minutes to be:
 - (A) confirmed by the Members present at the next meeting;
 - (B) signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the meeting at which the minutes are confirmed.
- (b) A minute that is entered, confirmed and signed in accordance with this clause is, in the absence of proof to the contrary, proof of the proceedings to which the minute relates.
- (c) Where minutes have been entered, confirmed and signed in accordance with this clause, it is to be taken, in the absence of proof to the contrary, that:
 - (i) the meeting to which the minutes relate was held;
 - (ii) the proceedings recorded in the minutes occurred; and
 - (iii) all appointments of officers or auditors recorded in the minutes were validly made.

14. By-laws

The Committee may make, alter and repeal by-laws for its own guidance and for regulating the duties, control and conduct of persons in the employ or under the control of the Association.

15. Adoption of SAUCNA policies

The Committee may adopt any SAUCNA policies from time to time.

16. Financial year

- (a) The first financial year of the Association commences on incorporation and ends on the next 30 June.
- (b) Each subsequent financial year of the Association commences on 1 July and ends on the next 30 June.

17. Accounts

- (a) The Association must keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Association if required by the Act.
- (b) The Committee must appoint an auditor to undertake an annual audit of the books and accounts of the Association if required by the Act.
- (c) The accounts of the Association, together with the auditor's report, the Committee's statement and the Committee's report, must be laid before the Members at the Annual General Meeting, if required by the Act.
- (d) The annual return, accompanied by a copy of the accounts, the auditor's report, the Committee's statement and the Committee's report, must be lodged with the appropriate government body if required by the Act.

18. Alteration of Rules

- (a) The Rules may be altered by special resolution of the Members.
- (b) Upon registration in accordance with section 24 of the Act, the Rules (as amended) bind the Association and each Member.

19. Seal

- (a) The Association must have a common seal upon which its name appears in legible characters.
- (b) The common seal may be used only with the express authority of the Committee.
- (c) The affixing of the seal must be:
 - (i) witnessed by any 2 Committee Members; and
 - (ii) recorded in the minute book of the Association.
- (d) The seal must be kept in the custody of the Secretary or any other person the Committee thinks fit.

20. Winding up

- (a) The Association may be wound up:
 - (i) in accordance with section 41 of the Act; or
 - (ii) by special resolution of the Members.
- (b) Subject to section 21 of the Act, a Member is not liable to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of a winding up of the Association.

- (c) Subject to the Act, and any court order, any surplus assets (including gift funds defined in clause 20(f)) that remain after the Association is wound up must be distributed to one or more charities:
 - (i) in the circumstances where the Association has endorsement from the Australian Taxation Office (**ATO**) as a deductible gift recipient:
 - (A) with charitable purpose(s) similar to, or inclusive of, the Objects of the Association;
 - (B) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Association, and
 - (C) that is or are deductible gift recipients within the meaning of the *Income Tax Assessment Act 1997* (Cth);
 - (ii) in the circumstances where the Association does not have endorsement from the ATO as a deductible gift recipient:
 - (A) with charitable purpose(s) similar to, or inclusive of, the Objects of the Association; and
 - (B) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Association;
- (d) The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, the Association may apply to the Supreme Court to make this decision.
- (e) If the Association's deductible gift recipient endorsement is revoked (whether or not the Association is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of 20(c) as decided by the directors.
- (f) For the purpose of this clause:
 - (i) **gift funds** means:
 - (A) gifts of money or property for the principal purpose of the Association;
 - (B) contributions made in relation to a fund-raising event held for the principal purpose of the Association; and
 - (C) money received by the Association because of such gifts and contributions.
 - (ii) **contributions** and **fund-raising event** have the same meaning as in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

21. Transitional provisions

21.1 Continuing Membership

Each other person who is an Ordinary Member or Honorary Member on the day on which these Rules are adopted will automatically be admitted to Membership.

21.2 Committee Members

For the purpose of determining when the term ends for each Committee Member in office on the day on which these Rules are adopted, time served in the Committee Member's current term will be counted as if these Rules had been in place at the commencement of that term.

