

# HAPPY VALLEY FOOTBALL CLUB INC. CONSTITUTION



## **1 NAME**

The name of the sporting body (hereinafter called “the Club”) to which the provisions herein shall apply shall be The Happy Valley Football Club Inc.

## **2 In these rules, unless the contrary intention appeared:**

“The act” means the Associated Incorporations Act 1985:

“Committee” means the Management Committee of the Happy Valley Football Club Inc.

“Meeting” means a meeting of the Management Committee convened in accordance with these rules

## **3 The objects shall be to:**

1. Promote, foster and encourage all forms of sport and in particular the Australian National game of football in accordance with the true traditions of sportsmanship.
2. Provide facilities for the members for playing football and other sports and games and provide facilities for social activities of members.
3. Promote Unity and good fellowship amongst members of the Club and between members of the Club and other Clubs.

## **4 In pursuance of such objects the club shall have the power to:**

1. Do all things which the Club or Committee of Management may think necessary or desirable for promoting recreation, accommodation and amenities for its members.
2. Buy, rent or lease land and/or buildings or any personal property which may be required for the purpose and objects of the Club and subsequently to sell or lease or otherwise dispose of the same.
3. Affiliate with the Southern Football League and other sporting associations and to play matches as arranged by the said League or said sporting association.
4. Assist in or concur in the establishment of any other association having one or more similar objects.
5. Give a guarantee of behalf of any person, Club or Association.
6. Deal with moneys of the Club not immediately required for the objects of the Club upon such security and in such a manner from time to time as may be determined by the Committee of Management of the Club.
7. Borrow or raise money by the issue of debentures with or without security or by mortgage or by overdraft or in any other manner.
8. Do all things that are incidental or conducive to the attainment of the objects of the Club.

## **5 MANAGEMENT COMMITTEE**

The Management Committee shall consist of:

President, Vice President, Secretary, Treasurer and a committee of Six (6) Directors of the club elected at the Annual General Meeting of the Club.

## **6 EXECUTIVE COMMITTEE**

The Executive Committee shall consist of:

President, Vice President, Treasurer, Secretary, and one of the elected Directors as voted by the six Directors. The President shall have the casting vote.

## **7 MEMBER**

Member shall mean and include:

1. The patron of the Club, vice patrons, life members of the Club (whether players or non-players) and every member of the Committee of Management of the Club.
2. All playing members who have complied with the requirements of Clause 7 hereof.
3. All non-playing members who have complied with the requirements of Clause 8 hereof.
4. All Honorary members as defined in Clause 11 hereof.

## **8 MEMBERSHIP FEE**

The membership fee shall mean:

1. Player's membership fee – that sum of money determined by the Committee of Management.
2. Non-player's membership fee – that sum of money determined by the Committee of Management of the Club before the commencement of a season.
3. Associate Membership fee – that sum of money determined by the Committee of Management.

## **9 MEMBERSHIP**

The committee of Management shall have power to limit the number and to declare the several classes to members

## **10 PLAYING MEMBERSHIP**

1. Any member desiring to be a player of the Club shall complete such application form as the Committee shall from time to time require and deliver the same to the Secretary.
2. Any person over the age of eighteen years who is described by the Committee to be a player or otherwise actively participating in the conduct and management of one of the Club teams and who complies with the conditions as to membership herein shall be entitled to full playing membership.

## **11 ORDINARY MEMBERSHIP**

1. The Committee of Management of the Club shall have power to admit as a non-playing member of the Club persons of good repute who have attained the age of eighteen years.
2. The Committee of Management may at its discretion and without divulging any reasons there for expel from the Club any non-playing member and at the same time rescind the membership of such member.

## **12 ASSOCIATE MEMBERSHIP**

Any person over the age of eighteen years who is the partner of a full member and who has complied with the conditions of membership herein shall be entitled to associate membership. Associate membership shall not be renewable on the death or resignation of the full member partner.

## **13 JUNIOR MEMBERSHIP**

Any person under the age of eighteen years who has complied with the conditions of playing membership herein shall be entitled to junior membership. Junior members shall not be entitled to use the clubrooms except upon such terms, conditions or restrictions, as the committee shall from time to time determine. These members shall not be entitled to the privileges of Full membership and shall not be entitled to vote at any Meeting or Special Meeting.

## **14 HONORARY MEMBERS**

1. The players of any football club affiliated with the South Australian National Football League who visit the Club on any day for the purpose of playing football against the Happy Valley Football Club Inc. shall be honorary members of the Club for that day.
2. The officials of the club referred to in sub-paragraph (1) hereof provided that the maximum number of such officials shall not exceed ten (10) shall be honorary members of the Club for that day.
3. The committee and/or the manager shall have power to elect as honorary members for any period not exceeding two months any person who is a member of an interstate football club which is visiting Adelaide.

4. The name of the honorary member and the name of the football club of which the honorary member is a member shall be recorded in the book known as “The Honorary Members Book”.
5. Honorary members shall enjoy all the privileges of ordinary members save and except as follows:-
  - (a) Honorary members shall not be eligible to be elected as members of the Committee.
  - (b) Honorary members shall not be entitled to *vote on* any issue.
  - (c) Honorary members shall not be entitled to receive any notice required to be given to full members.
  - (d) Honorary members shall not introduce visitors to the Club.
6. Honorary members shall not be liable to pay any membership fee.

## 15 LIFE MEMBERS

Life Members should be person’s who have been a financial member of the Club and who satisfy the following criteria.

1. Consecutive financial membership of at least 10 years.
2. Have rendered meritorious or outstanding service to the Club as either a player or administrator.
3. In respect of player Lifer Membership, players must have played at least 150 senior games for the club, as defined,
4. Consideration may be given to other factors deemed appropriate by the Management Committee, which may include S.F.L. guidelines.
5. Life Membership should be limited to and 2 non player Life Membership Awards in any one year.
- 5a. Player Life Membership be awards in year of qualification providing criteria has been met
6. The Management Committee shall decide Life Membership at the Management Committee meeting immediately preceding the A.G.M.
7. Life Membership must be approved by a majority of at least 75% of the members actually voting at such meeting.
- 7a. Definitions Senior Games, A Grade, B Grade, C Grade.  
Only one game a weekend is recognized for the purposes of Life Membership.

## 16 CLUB SERVICE AWARD

The Committee shall at the termination of each season meet to determine whether any member/s has/have in its opinion rendered such service to the Club for its betterment and the promotion of its objects be entitled to the Club Service Award.

## 17 VISITORS

Every member shall be allowed to introduce visitors to the Club, subject to such *regulations as the* Committee shall from time to time determine, provided that no person shall be introduced as a visitor who has been expelled from membership of a Football Club or whose conduct or presence on the Club’s premises shall be considered objectionable to the interests of the Club.

## 18 SUBSCRIPTION

Every **player** shall on or before the 1st day of May pay to the Treasurer of the Club or his agent membership fee of the Club

1. Financial Members to be deemed <sup>1st</sup> May to 30<sup>th</sup> April *the* following year.
2. Any player who fails to do so may be suspended by the Committee and may not participate in any further matches of the Club during the pleasure of the Committee.
3. Any player who commences playing after the commencement of the season shall pay such proportion of his membership category fee and at such time as the Committee in its discretion may determine.
4. The membership fee or any part thereof shall not be refundable upon resignation.

## 19 COMMITTEE

1. The Committee of Management (hereinafter referred to as “the Committee” shall consist of the following officers of the President, Vice President, Secretary, Treasurer and six Directors who, may be given such title and responsibility as the Committee or an Annual General Meeting determine. Each member of the Committee shall have a deliberative vote with the exception of President, who shall have two casting votes. The President and all other members of the Committee shall hold office for a period of one year only but shall thereafter be eligible for re-election.
2. The Committee shall manage and supervise all affairs and business of the Club for the benefit of the Club.
3. The Committee shall have the power prior to the commencement of each and every season to appoint a coach of the Club. For the purpose of this clause the Committee shall have power to appoint such coach in any manner it deems necessary.
4. The Committee shall have power to appoint and remove the captain and vice-captain of each and every team of the Club and where the Committee declines to exercise such power the Captain and Vice-Captain of such team or teams shall be appointed by members of such team or teams.
5. The Committee shall have the power to elect and appoint officers in addition to the office bearers for the management and supervision of the affairs and business of the Club and such appointed officers shall hold office until the next Annual General Meeting.
6. Where an Officer of the Club ceases to hold that office for any reason before the expiration of his term of office the Committee shall be at liberty to appoint any person it deems fit to fill the vacancy caused by such resignation and such person shall hold the office until the next Annual General Meeting.
7. The Committee shall have power to impose a **levy** on all members of the club if and when it deems necessary.
8. The Committee shall hold meetings as often as it deems necessary and in any case at least once in every three month period.
9. The Committee shall have power to suspend or impose a fine on any member of the Club when such member has in the opinion of the Committee been guilty of conduct prejudicial to the efficient management of good repute of the Club.

10. The Committee shall have the power to relieve any officers of the Club (with the exception of officers appointed and elected at an Annual General Meeting but subject to Clause 12 of this Part) of his duties and to suspend such officer at the Committee's pleasure.
11. For the purpose of this Part a Committee meeting shall be out of order and its resolution be null and void where such meeting is constituted by less than five members of the Committee.
12. Committee person who has been absent from three (3) consecutive meetings without just cause or excuse shall cease to be a member of the Committee.
13. Notice of all meetings of the Committee shall be given to members of the Committee by the Secretary as soon as practical and by such means as the Committee shall from time to time determine.
14. The Committee shall also have the following powers and authorities and may delegate all or any of its powers to a sub-committee or sub-committees and may revoke any such delegation at its pleasure to:
  - (a) Control the funds of the Club.
  - (b) Appoint such delegate as may be necessary to represent the Club at meetings of any other Club or Association or League with which the Club may be affiliated.
  - (c) Call a Meetings or Special General Meeting of the Club.
  - (d) Make by-laws for the general management of the Club (provided the laws are not inconsistent with this constitution).
15. The Committee shall provide for the safe custody of the common seal and the same shall not be used except pursuant to a resolution of the Annual General Meeting of the Club or a meeting of the Committee and shall not be affixed to any document except in the presence of at least two of the President, Secretary and Treasurer who shall each subscribe his name as witness to the affixing of the seal.
16. In accordance with Section 56 of the Act the committee shall appoint a Public Officer from its membership. The committee shall be entitled to replace its Public Officer from time to time but advise the Corporate Affairs Commission within one month of doing so.

## **20 ANNUAL GENERAL MEETING**

1. The Secretary of the Club **shall in each and every year call an Annual** General Meeting of all members of the Club during the month of October. For the **purpose** of this clause the Secretary shall give at least seven (7) days' of notice in writing or in the **manner** as hereinafter prescribed to all members of the Club of the date, time **and** place of such Annual General Meeting and all business to be conducted and all officers of the Club to be elected at such meetings.
2. At each and every **Annual General Meeting elections** *shall be* held to fill the vacancies created by the retirement of officers of the Club provided always that the officers of the Committee of Management shall be elected in the manner set out in clause 19 **and** 21 hereof.

3. The Secretary shall at the discretion of the Committee of Management of the Club call a Special General Meeting of the Club at any time and for the purpose of this clause the Secretary shall give all members of the Club at least seven (7) days' notice in writing or in the manner herein after prescribed of the date, time and place and business of such special General Meeting PROVIDED HOWEVER that where the Committee shall deem it expedient, such notice may be limited to three days prior to the date of such Special General Meeting.
  - (a) For all Annual General or Special General Meetings of the Club twenty members shall constitute a quorum. The decisive vote at all such meetings shall be a majority of the members in attendance and voting.
  - (b) If at any of the aforesaid meetings no quorum were present at the expiration of thirty minutes after the time fixed for the commencement of such meeting, such meeting shall be adjourned. The Secretary shall thereafter give to the members of the Club two clear days' notice of the date, time and place to which the meeting has been adjourned. If at such meeting no quorum as above required is present those present shall be deemed to be a quorum.
4. The President shall take the chair at all Annual General Meetings and meetings of the Committee and in his absence the Secretary shall take the chair. If neither are present those members present shall elect one of their members as chairman for that meeting.

## **21 ELIGIBILITY FOR NOMINATION OF OFFICE**

Any financial member of the Club shall be eligible *for* nomination and for election to any office or Committee or to vote at the Annual General Meeting or Special Meeting(s).

## **22 NOMINATIONS AND ELECTIONS**

1. All nominations for a position on the Committee of Management shall be in writing, signed by the candidate and two members who hold voting rights. The nominations must be delivered; to the Secretary at least seven days before the Annual General Meeting or Special Meeting.
2. On the day appointed for the Annual General Meeting nominations as received pursuant to sub-clause (1) shall be examined. In the event of there being a greater number of nominations than required *for a* particular office a ballot for selection shall be conducted in the manner set out in clause 21.

## **23 ANNUAL GENERAL OR SPECIAL MEETING**

1. For the purpose of calling a Special or **Annual** General Meeting of the Club and notwithstanding any provision hereinbefore contained it shall be deemed a sufficient notice to members of the Club if the Secretary causes to be published once in the Public Notices column of the 'Advertiser' newspaper a notice of the date, time and place and a brief summary of the business to be conducted at such meeting and at the same time causes a copy of such notice to be displayed in a prominent position in the Clubrooms of the Club. In such an event seven (7) Days' notice shall be given of such meeting provided however, that the Committee of Management may at its discretion reduce the same to three (3) days' notice.

2. Where notice is given to members of an Annual General or Special Meeting of the Club it shall be deemed sufficient notice if a copy of such notice is dispatched in a prepaid stamped addressed envelope to the last known address of the member as contained in the Club's register of members. It shall be the duty of a member to notify the Secretary in writing of a change in his place of abode. The non-receipt of a notice by a member shall not invalidate such meetings.

## **24 VOTING**

With the exception of the election of the Committee of Management, the voting at every Annual and Special General Meeting of the club shall be determined by a show of hands unless a ballot is demanded by twenty (20) members present at such Annual or Special General Meeting, Only financial members of the age of eighteen or over shall be permitted to Vote or speak at General Meetings of the Club.

## **25 BALLOT**

A ballot shall be held at all elections to fill the vacancies in the respective offices of the committee person of the Committee of Management. At such elections the vacancies shall be filled by such number of candidates as shall be required and who shall poll the highest number of votes.

## **26 CLUB COLOURS**

1. The Club colours shall be yellow and black. The club uniform shall be as prescribed from time to time by the Committee.
2. Every player of the Club shall supply for his own use such part or parts of the uniform of the Club as may be directed by the Committee. Any player who fails to comply with this clause shall be liable to a fine to be determined by the Committee and may be suspended from participating in any further matches of the Club during the pleasure of the Committee.

## **27 SEASON**

Shall mean and include, except where otherwise appears, the current football season.

## **28 MATCH COMMITTEE**

1. The Match Committee shall consist of the Senior Operations Manager and financial members of the Club that he so elects.
2. Until such time as the coach or team manager representatives have been selected, those persons who are the current Match Committee shall continue in the act in those positions, provided that they are so willing.
3. The representatives from coaches or team managers shall be appointed at a meeting to be called by the Secretary, as soon as practicable after the appointment of coaches and team manager(s) for the following season have been made.

4. The Match Committee' shall be responsible for:-
  - (a) The Organisation of team management and team selection of all grades.
  - (b) Appointment of team coaches for all grades in association with the Committee of Management.
  - (c) Control all aspects of football and its administration.
5. Committee person who has been absent from three (3) consecutive meetings without just cause or excuse shall cease to be a member of the committee.
6. The Match Committee will also form a sub committee to be called "Disciplinary Committee" who deal with player related issues, and also a "Clearance sub Committee".

## **29 COACH**

1. Coach of the Club appointed as provided in clause 17.3 hereof shall be coach of all teams of the Club.
2. The coach shall carry out his duties faithfully and diligently in accordance with the directions and requests of the Committee.
3. Any person appointed as the Coach of the Club by the Committee for a season or any part thereof shall be eligible to hold office on the committee for such season or any part thereof provided that he is elected in accordance with the other provisions of these Rules.

## **30 SECRETARY**

1. The Secretary shall keep correct minutes of all resolutions and proceedings of the Committee and of the Club in general meeting conduct correspondence under the direction of the Committee of Management and in general perform functions usually pertaining to this office.
2. The Secretary in addition to the duties hereinbefore referred to shall maintain a separate registers of all the player members of the Club who are under and who are over the age of eighteen years.
3. The Secretary shall during each and every season furnish to the Committee a list of all members of the Club including a list of such members who *are* under the age of eighteen years.
4. The Secretary shall be the Public Officer.

## **31 TREASURER**

The Treasurer shall receive subscriptions and other moneys belonging to the Club and issue receipts therefore as soon as possible after the receipt of the same pay the same into the banking account of the Club, and have all cheques for disbursement counter signed by the President or Secretary or other designated signatory of the Club. He/she shall keep or cause to be kept correct accounts and books showing the financial affairs of the Club and the particulars usually shown in the books of account of a like nature.

### **32 AUDITOR**

The accounts of the Club shall be audited by a person elected at the Annual General Meeting in each year.

### **33 INTERPRETATION OF RULES**

1. In any case of a question arising not provided for in these Rules or as to the interpretation of any of the provisions herein contained, it shall be at the discretion of the Committee whose decision shall therein be final and binding.
2. Minutes added to these rules shall lapse at the following Annual General Meeting unless ratified by a vote of members at that meeting.

### **34 ALTERATION OF RULES**

1. No rules of the club shall be altered, amended or rescinded without the concurrence of a majority of voting members present at the Annual General Meeting or at a meeting specially called for that purpose. Such an alteration shall be registered with the Commissioner as required by the Act.
2. Notice of Motion to pass a new rule or to alter, amend or rescind any rules must be received by the Secretary in writing, fourteen days prior to the Annual General Meeting and notice received other than for the Annual General Meeting shall be dealt with within fourteen days by a Special Meeting.

### **35 CLEARANCES**

Any players of the Club who desire a clearance to another Club shall forward his application for such clearance in writing to the Secretary. Such applications shall be placed before the Clearance sub-committee at its next meeting (the Clearance sub-committee being such members as are appointed thereto by the Committee) after the receipt by the Secretary of such application for consideration and if the Clearance Sub-Committee shall deem it necessary such player shall appear before the Committee to state his reason for such application. The Committee shall within two days of such meeting advise the player in writing of its decision.

### **36 INCOME AND PROPERTIES**

- (a) The income and property of the Club, whence over derived shall be applied solely towards the promotion of the objects of the Club, and no portion thereof shall be paid or transferred directly or indirectly by way of dividends bonus or otherwise howsoever by way of profit to the members of the Club or relatives of such members PROVIDED that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Club or to any member of the Club in return for any services actually rendered to the Club or reasonable and proper rental for premises let to the club.
- (b) No payment or part payment to any secretary, manager or other officer or servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.

### **37 FINANCIAL**

The financial year of the Club shall be from the 1st day of November until the next succeeding 31st day of October. The officer bearers and officials of the club unless otherwise specially agreed shall take up their term of office from the commencement of the financial year.

### **38 LICENSING REQUIREMENTS**

No person under eighteen years of age, except those persons who are being trained as waiters or messengers are not allowed to serve behind the bar, shall be employed in the premises of the Club.

### **39 CLUB CANTEEN**

The control of the Club's canteen and licensed premises shall be vested in the committee. The committee may appoint a Manager. The Manager **shall** perform the duties determined by the Committee. Shall attend at and report to all meetings as requested to attend by the Committee and shall comply with all requirements of the Committee. The Manager **shall** report forthwith to the Secretary any breach of the Constitution or of the Club by-laws and regulations by any member or any member's guest on the Club premises.

### **40 DISSOLUTION**

The Club may be dissolved at any time upon resolution carried at a general meeting of the Club in the same manner as a resolution to amend this constitution and subject to the formalities required for amendment to this constitution, and upon such resolution being carried any property of the Club whether real or personal remaining after payment of all debts and legal liabilities shall be transferred to such other body whether corporate or Un-incorporate formed for promoting objects similar to the objects of the Club or charitable objects as the General meeting at which the motion of dissolution was carried shall approve and provided that in no case shall any member servant or officer of the Club receive any share or profit of or from the Club upon dissolution save and except by way of proper remuneration for value or services given pursuant to a prior agreement.