



MILL PARK ★ SOUTH MORANG
Little Athletics Club
ESTABLISHED 1980

Constitution
of
Mill Park - South Morang
Little Athletics Club
Incorporated

Registration Number: A0090999M

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CONSTITUTION
of
MILL PARK - SOUTH MORANG LITTLE ATHLETICS CLUB INCORPORATED
Registration Number: A0090999M

PART I - OBJECTS, POWERS AND INTERPRETATION

1) NAME

The name of the incorporated association is Mill Park - South Morang Little Athletics Club Incorporated (hereinafter referred to as the Club).

2) CLUB UNIFORM

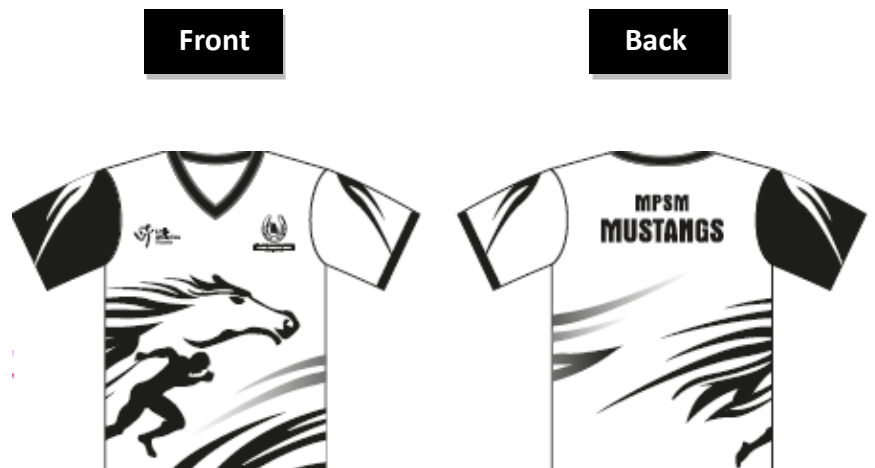
The uniform approved by the Centre to be worn by all Competitive Members will be:

- a) Singlet Style Competition Top as shown below
- b) SunSmart T-Shirt Style Competition Top as shown below
- c) Black shorts or briefs with no pockets, no logos and must be at least 10cm above the knee

**a) Singlet Style
Competition Top**



**b) SunSmart T-Shirt
Style Competition Top**



3) CLUB LOGO

The Club logo approved by the Members will be:



The Club logo will be displayed on:

- a) any form of official correspondence of the Club;
- b) Club Competition Top
- c) Club Minutes
- d) Club Merchandise
- e) Club Website
- f) Club Social Media accounts

4) OBJECTS OF CLUB

The objects for which the Club is established and maintained are to:

- a) Be an affiliated Club of the Centre and by being so, be part of a uniform entity through and by which Little Athletics in Victoria can be encouraged, conducted, promoted and administered;
- b) Promote recreational, social and community activities in the Centre Area with emphasis on family involvement;
- c) Encourage and assist local communities in the Centre Area to organise and conduct athletic competition and/or skill related activities for children;
- d) Promote and encourage Little Athletics within the Centre Area and the conduct of competition as an affiliated Club of the Centre;
- e) Adopt and accept the rules of the Centre, LAVic, LAA and the IAAF and abide by the interpretation of such rules, with such variations as are approved from time to time by LAVic;
- f) Assist the development of athletics in the Centre Area;
- g) Affiliate and otherwise liaise with the Centre, youth organisations and such other bodies as may be desirable, in the pursuit of these Objects;
- h) Act for, and represent the interests of, its Members in all matters pertaining to Little Athletics;
- i) Select and manage Competitive Members to represent the Club in Centre competitions;
- j) Encourage, conduct, promote, and administer Little Athletics throughout the Centre Area, through and by the Members for the mutual and collective benefit of the Members and Little Athletics;
- k) Act in good faith and loyalty to ensure the maintenance and enhancement of the Club, Centre, LAVic and Little Athletics, its standards, quality and reputation for the collective and mutual benefit of the Members and Little Athletics;
- l) Operate with, and promote mutual trust and confidence between the Club, Centre, LAVic and the Members in pursuit of these Objects;
- m) At all times to act on behalf of, and in the interests of, the Members and Little Athletics;
- n) Promote the economic and sporting success, strength and stability of the Club and the Members and to act interdependently with each Member in pursuit of these Objects;
- o) Encourage, conduct, promote, advance and govern Little Athletics in the Centre Area;
- p) Apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;
- q) Use and protect the Club's Intellectual Property;
- r) Purchase, take on, lease or in exchange or otherwise acquire any lands, building or property, real or personal, which may be requisite for these Objects or conveniently used in connection with any of its Objects and to sell, demise mortgage, give in exchange or dispose of the same;
- s) Pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further these Objects;
- t) Conduct research and training projects in the interests of the Members present and future;
- u) Promote, market and turn to account sports equipment for Little Athletics;
- v) Not espouse the cause of any political party or religious beliefs and not in any way place limitations (other than age) upon children entitled to benefit from membership of the Club;
- w) Strive for and maintain government, commercial and public recognition of the Club for Little Athletics in the Centre Area;
- x) Promulgate and secure uniformity in such rules and standards as may be necessary for the management of Little Athletics, Little Athletics competitions and related activities, including but not limited to the rules and coaching standards;
- y) Further develop the Club and Little Athletics into an organised institution and having regard to these Objects and in conjunction with the Members, foster, regulate, organise, conduct and manage Little Athletics tournaments, competitions, events, displays and other activities in the Centre Area;
- z) Promote the health and safety of athletes, officials and other individuals participating in Little Athletics in any capacity;
- aa) Establish and conduct education and training programs for participants, coaches and officials in the implementation and interpretation of Little Athletics rules and standards;
- bb) Adopt and implement appropriate policies, including policies in relation to member protection, equal opportunity, equity, drugs in sport, health, safety, infectious diseases

- and such other matters as arise from time to time as issues to be addressed in Little Athletics;
- cc) Have regard to the public interest in its operation;
 - dd) Encourage and promote competition free from performance-enhancing drugs;
 - ee) Give, and where appropriate, seek recognition for athletes, officials and other individuals participating in Little Athletics in any capacity to obtain awards or public recognition; and
 - ff) Undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects or any of them;
 - gg) Appoint Ordinary Members as Officials to act as representatives of the Club in all competitions by the Centre.

5) POWERS OF CLUB

Solely for furthering the Objects the Club has all the rights, powers and privileges conferred on it under the Act, in particular section 30.

6) INTERPRETATION AND DEFINITIONS

6.1 Definitions

In this Constitution, unless the contrary intention appears:

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

“Affiliated Club” means a Little Athletics Club recognised by LAVic and the Centre as a Member under **rule 6** of both the LAVic and Centre constitutions and which is responsible for administering Little Athletics competitions within a geographic area.

“Affiliation Year” means the period which commences on 1 October of any year and concludes on 30 September the following year.

“Annual General Meeting” means a meeting of Members convened in accordance with rule 14).

“Annual Subscriptions” means the annual fees payable by each category of Member as determined by the Club Executive under **rule 9**).

“Club Committee” means the body consisting of the Club Executive, Club Delegates and other elected Committee Members.

“Club Executive” means the body consisting of the Club Executive Members under **rule 9**).

“Club” means the Mill Park - South Morang Little Athletics Club Incorporated.

“Centre” means the Whittlesea City Little Athletics Centre Incorporated.

“Centre Area” means the geographic area in which the Club operates and which is determined by LAVic from time to time.

“Committee” means any committee of the Club Executive created under rule 22) from time to time and it includes any Standing Committees.

“Competitive Member” means those children who are 5 years of age or older and who are 16 years of age or younger (including those children who turn 16 during the Affiliation Year) at the commencement of any Affiliation Year and who are registered with the Club (either directly or through a Centre) and participate in Little Athletics and/or skill related activities organised and conducted by the Club and/or Centre. For the avoidance of doubt, a child may be registered as a Competitive Member during the Affiliation Year upon attaining 5 years of age.

“Constitution” means this constitution of the Club as amended from time to time.

“Delegate” means a representative of the Club appointed by the Club to represent the Club at meetings of the Centre.

“Club Executive Member” means a member of the Club Executive and includes the Elected Club Executive Members.

“Elected Club Executive Member” means a Club Executive Member elected under **rule 19**).

“Financial Year” means the period which commences on 1st April of any year and concludes on 31st March the following year.

“General Meeting” means an Annual General Meeting together with any meeting of Members convened in accordance with **rule 14**).

“Life Member” means an individual appointed as such under **rule 8.5a**).

“IAAF” means the International Association of Athletics Federations, the international governing body for athletics, including Little Athletics, or its successors.

“Intellectual Property” means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service

marks (whether registered or not) relating to the Club or activity conducted, promoted or administered by the Club.

"Little Athletics" means the sport of athletics for children between the ages of 5 and 16 years which is governed by LAVic, LAA and the IAAF.

"LAA" means Australian Little Athletics Incorporated, the governing body for Little Athletics in Australia, or its successor.

"LAVic" means the Little Athletics Association of Victoria Incorporated, the governing body for Little Athletics in Victoria, or its successor.

"LAVic constitution" means the Constitution and Regulations of LAVic as amended from time to time.

"Member" means any Competitive Member, Ordinary Member, Life Member or such other person recognized as a Member by the Club Executive under 8) from time to time.

"Objects" means the objects of the Club under **rule 4**.

"Ordinary Member" means any person, not being a Competitive Member, who meets the criteria for membership as an "Ordinary Member" which are set out in the LAVic constitution from time to time. Such persons will generally be parents of Competitive Members, officials of Little Athletic events, Club Executive Members and officers.

"President" means the President of the Club appointed in accordance with **rule 16** from time to time.

"Register" means the register of Members kept in accordance with **rule 10**).

"Regulations" means any regulations made by the Club Executive under **rule 33**).

"Secretary" means the Secretary of the Club appointed in accordance with **rule 18.3**.

"Special Resolution" has the same meaning as set out in the Act.

6.2 Interpretation

In this Constitution:

- a) A reference to a function includes a reference to a power, authority and duty;
- b) A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- c) A reference to the exercise of a function includes where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- d) Words importing the singular include the plural and vice versa;
- e) Words importing any gender include the other genders;
- f) Headings are for convenience only and shall not be used for interpretation;
- g) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- h) References to persons include natural persons, corporations and bodies politic;
- i) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- j) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- k) 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.

6.3 Enforceability

- a) 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.

6.4 Expressions in the Act

- a) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

6.5 Sole Purpose

- a) The Club is established solely for the Objects.

6.6 Model Rules

- a) The model rules under the Act are expressly displaced by this Constitution.

7) REGISTERED ADDRESS

The registered address of the Club shall be at such place as determined by the Club Executive from time to time.

PART II – MEMBERSHIP

8) MEMBERSHIP OF CLUB

8.1 Categories of Member

The Members shall be, and shall be divided into, the following categories:

- a) Competitive Members, who shall have the right to be present at General Meetings, but do not have a right to debate or vote at General Meetings;
- b) Ordinary Members, who shall have the right to be present, debate and vote at General Meetings;
- c) Life Members, who shall have the right to be present and to debate at General Meetings, but do not have voting rights at General Meetings (unless also an Ordinary Member); and
- d) Such other category or categories of members as determined by the Club Executive from time to time.

8.2 Creation of New Categories of Membership

The Club Executive has the right and power from time to time to create new categories of membership with such rights (other than voting rights), privileges and obligations as are determined applicable, 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. The Club Executive shall advise the Members of the new categories and the associated rights.

8.3 The Club as an Affiliated Club

Subject to the LAVic and Centre constitutions, the Club is recognised by LAVic and the Centre under the LAVic and Centre constitutions as an Affiliated Club.

8.4 Application for Membership – Competitive Member and Ordinary Member

- a) To be eligible for membership as a Competitive Member or an Ordinary Member, the applicant must be a natural person and meet any other criteria set by LAVic from time to time.
- b) Subject to the LAVic constitution or any other procedures set by LAVic from time to time, an application for membership by a natural person must be:
 - i) In writing in the form prescribed by LAVic from time to time;
 - ii) Accompanied by the appropriate fee or fees, if any; and
 - iii) Lodged with LAVic (either directly or through the Centre or the Club).
- c) If a person satisfies the criteria set by LAVic, they shall be deemed a Competitive Member or an Ordinary Member (as applicable), subject always to this Constitution and the LAVic constitution.
- d) LAVic may, in its discretion, determine whether to approve or decline the application.
- e) If LAVic does not approve an application for membership, LAVic shall, as soon as practicable, notify the applicant in writing that its application for membership is not approved. LAVic is not required to give reasons for its decision.
- f) An applicant may only apply for membership once in any Affiliation Year.

8.5 Life Members

- a) Individuals may be appointed as Life Members of the Club in recognition of services rendered to the Club. Nominations for Life Membership should be lodged with the Club Executive and they will be determined by the procedure set out as follows:
- b) Life Membership of the Club may be granted to any member as approved by the Committee.
- c) Nominations must be in the form of a letter and delivered to the Secretary prior to the 1st of March each year
- d) The criteria for Life Membership shall be at least five (5) years service to the Club as a
- e) Committee Member or Official.
- f) Any service for the Mill-Park South Morang Little Athletics Club prior to season 1988/89 will be taken into account.

8.6 Delegate

- a) The Club shall advise the Centre at least 7 days prior to the Centre General Meeting who its Delegate will be.

- b) The Club may appoint up to 2 Delegates.
- c) Subject to the Centre constitution, the Delegate(s) of the Club and 1 of them only (if there are 2 Delegates) will be eligible to vote on behalf of the Club.
- d) If the Club fails to provide the required notification to the Centre, the President and Secretary of the Club shall be deemed to be the Delegates.
- e) If the Club's Delegate(s) is unable to attend a Centre General meeting, the Club may notify the Centre in writing prior to that meeting of its appointment of an alternate Delegate. Such appointment is valid for that meeting only and, in any case, it is only valid if it is completed on the form prescribed for that purpose and meets any other criteria set out in the form.
- f) The Club must notify the Centre in writing whenever a Delegate is replaced on the form (if any) prescribed for that purpose. The Centre shall record any change in Delegate. Subject to the Centre constitution, the replacement Delegate shall be entitled to exercise the rights of a Delegate under the Centre constitution immediately upon notification to the Centre.
- g) The Club's Delegate shall comply with the directions given by a resolution of the Club, including in respect of voting and, if required by the Club Executive, shall provide to the Club Executive evidence of such compliance.

8.7 Effect of Membership

- a) Members acknowledge and agree that:
 - i) This Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
 - ii) They shall comply with and observe this Constitution and the Regulations;
 - iii) By submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club;
 - iv) This Constitution and Regulations are necessary and reasonable for promoting the Objects; and
 - v) They are entitled to all benefits, advantages, privileges and services of their membership as determined by the Club Executive.
- b) Members may by virtue of membership of the Club and subject to this Constitution:
 - i) Express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
 - ii) Make proposals or submissions to the Club Executive;
 - iii) Engage and participate in any activity approved, sponsored or recognised by the Club; and
 - iv) Conduct any activity approved by the Club.
- c) A right, privilege or obligation of a person by reason of their membership of the Club:
 - 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.

8.8 Renewal of membership

All Members must reapply for membership each Affiliation Year through the procedure set out in the LAVic Constitution or by LAVic from time to time. LAVic is not obliged to accept any membership renewal made under this Constitution and may accept or reject a membership renewal application. If it rejects an application the BOM is not obliged to give reasons for its decisions.

9) SUBSCRIPTIONS AND FEES

- a) The Annual Subscriptions payable to LAVic by Members or categories of Members, the benefits which apply, the time for, and manner of payment, shall be determined by the LAVic Board of Management
- b) The Annual Subscriptions payable to the Centre by Members or categories of Members, the benefits which apply, the time for, and manner of payment, shall be determined by the Centre Executive.
- c) The Annual Subscriptions payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Club Executive.
- d) Any other fees payable by Members or categories of Members to the Club shall be set out in the Regulations.

10) REGISTERS

10.1 Secretary to Keep Register of Members

- a) The Secretary shall keep and maintain a Register in which shall be entered (as a minimum):
- b) the full name and address of each Member;
- c) the category of membership of each Member;
- d) the date on which each Member became a Member;
- e) whether each Member has voting rights;
- f) any other information determined by the Club Executive;
- g) for each former Member, the date of ceasing to be a Member; and
- h) the full name, address and date of entry of the name of each Club Executive Member, Delegate and Committee Member.

Members shall provide notice of any change and required details to the Club within 1 month of such change. Such register shall be available for inspection (including copying) by LAVic, upon reasonable request.

10.2 Inspection of Register

Inspection of the Register will only be available as required by the Act and in accordance with rule 267).

10.3 Use of Register

Subject to confidentiality considerations and privacy laws, the Register may be used by the Club to further the Objects, as the Club Executive in consultation with LAVic and the Centre considers appropriate.

11) RESIGNATION OF MEMBERS

11.1 Notice of Resignation

- a) Any Member who has paid all monies due and payable to the Club may resign from the Club by giving 30 days' notice in writing to the Club of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.
- b) This does not apply for transfers to another Centre in the same financial year.

11.2 Resignation from the Centre

- a) The Club may not resign from the Centre or wind up its activities:
 - i) Without passing a Special Resolution to that effect;
 - ii) Providing the Centre with at least 7 days written notice of its intention to do so; or
 - iii) Unless the Centre recommends it after due investigation.
- b) Upon receiving such notice from the Club or receiving the recommendation **under rule 11.2(a)(iii)**, the Centre may take any steps it deems necessary or appropriate to:
 - i) Endeavour to retain the Club as a member of Centre (including, but not limited to, holding a meeting to attempt to reform the Club); and/or
 - ii) Ensure the Club's continued operation; and/or
 - iii) Obtain the property and records of the Club for the benefit of Little Athletics.
- c) The Club must take all reasonable steps to assist the Centre **under rule 9.2(b)**.

11.3 Expiration of Notice Period

Upon the expiration of a notice given under **rule 11.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

11.4 Forfeiture of Rights

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

12) EXPULSION, SUSPENSION OR FINING OF MEMBERS

12.1 Club Executive Resolution

Subject to this Constitution, the Club Executive may by resolution:

- a) Expel a Member from the Club; or
- b) Suspend a Member from membership of the Club for a specified period; or
- c) Fine a Member (such amount not exceeding \$250); or
- d) Impose such other penalty, action or educative process as it sees fit;

if the Club Executive considers that the Member has:

- e) Breached, failed, refused or neglected to comply with a provision of this Constitution or the Regulations;
- f) Acted in a manner unbecoming of a Member or prejudicial to the Objects and/or the interests of the Club or another Member; or
- g) Brought themselves, the Club, the Centre, LAVic, Little Athletics or another Member into disrepute.

Such grounds do not constitute a grievance, and **rule 23**) does not apply.

12.2 Notice of Alleged Breach

Where the Club Executive considers that a Member may have satisfied one or more of the grounds in **rules 12.1(f) or (g)**, the Club Executive shall, as soon as practicable, 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 Club Executive at a meeting to be held not earlier than 14 and not later than 28 days after service of the notice;
- c) Stating the date, place and time of that meeting;
- d) Informing the Member that he, she or it may do one or more of the following:
 - i) Attend that meeting; and/or
 - ii) Before the date of that meeting, give the Club a written statement regarding the alleged breach.

12.3 Determination of Club Executive

At a meeting of the Club Executive held in accordance with **rule 12.2**, the Club Executive shall:

- a) Give the Member (either personally or through a representative who shall not be legally trained) every opportunity to be heard;
- b) Give due consideration to any written statement submitted by the Member; and
- c) By resolution determine whether the alleged breach occurred.
- d) The Club Executive is not required to give reasons for its decision.

12.4 Appeal

- a) If the Member wishes to appeal the decision of the Club Executive under **rule 10**, the Member must provide the Club Executive with a notice setting out that within 48 hours of the Club Executive's decision.
- b) Where the Club Executive receives such a notice, they shall notify the Club Executive who shall convene a special General Meeting of the Club.
- c) At that General Meeting:
 - i) no business other than the question of the appeal may be conducted; and
 - ii) the Club Executive may place before the meeting such details regarding the grounds for the resolution as it deems necessary; and
 - iii) the Member (either personally or through a representative who shall not be legally trained) will be given an opportunity to be heard; and
 - iv) the Members present and entitled to vote shall vote by secret ballot on the question whether the Club Executive's resolution should be confirmed or revoked.
- d) The Club Executive's resolution shall be confirmed if two-thirds of the Members present and entitled to vote, vote in favour of the resolution.

PART III- GENERAL MEETINGS

13) ANNUAL GENERAL MEETINGS

13.1 Annual General Meeting to be Held

The Club shall convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and the Regulations and on a date and at a venue to be determined by the Club Executive.

13.2 Business

The Annual General Meeting will transact any business required by the Act, determined by the Club Executive, and any other business of which notice is given in accordance with this Constitution (see **rule 15.2**) in particular).

13.3 Additional Meetings

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

13.4 Conduct of Annual General Meetings

For the avoidance of doubt, an Annual General Meeting is a General meeting as defined in this Constitution and, as such, business and voting procedures for Annual General Meetings are to be transacted in the same manner as for General Meetings set out in this Constitution and the Regulations.

14) GENERAL MEETINGS

14.1 General Meetings May be Held

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

14.2 Request for General Meetings

- a) The Club Executive shall on a request in writing from not less than one quarter of the Ordinary Members (where those Ordinary Members have signed the request), convene a General Meeting. The Club Executive may also request a General Meeting.
- b) The request for a General Meeting shall state the object(s) of the meeting and shall be signed by the Ordinary Members making the request and be sent to the Secretary and may consist of several documents in a like form, each signed by one or more of the Ordinary Members making the requisition.
- c) If the Club Executive does not cause a General Meeting to be held within 35 days after the date on which the request is sent to the Club, the Ordinary Members making the request, or any of them, may convene a General Meeting to be held not later than 60 days after that date.
- d) A General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Club Executive. All reasonable expenses incurred in convening the meeting shall be refunded by the Club to the persons incurring the expenses.

15) NOTICE OF GENERAL MEETINGS

15.1 Notice to be Given for General Meetings

- a) The Secretary shall, at least 21 days before the date fixed for holding a General Meeting, send to each Life Member, Ordinary Member and each Club Executive Member a notice in writing stating the place, date and time and the nature of the proposed business to be transacted at the meeting.

15.2 Business of General Meeting

- a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- b) A Member desiring to bring any business before a General Meeting shall provide notice in writing of that business in the manner set out in the Regulations.

16) PROCEEDINGS AT MEETINGS

16.1 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) Club Executive Members are entitled to attend and debate at General Meetings, but they shall not vote or be included in the calculation of a quorum.
- c) At least 30% of the Ordinary Members must be present to constitute a quorum for the transaction of the business at a General Meeting.
- d) 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 alternate 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 30) shall be a quorum.

16.2 President to Chair

- a) The President shall chair each General Meeting of the Club. If the President is absent from a General Meeting or is unwilling to act then the Club Executive Members present shall elect 1 of their number to preside as chairperson at the meeting.

16.3 Chairperson May Adjourn Meeting

- a) The chairperson 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.
- b) 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. Except as provided in this rule, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

17) VOTING AT GENERAL MEETINGS

17.1 Voting Rights

- a) Subject to any other provision of this Constitution, at all General Meetings the only persons entitled to vote are the Ordinary Members in attendance.

17.2 Voting Procedure

- a) Subject to **rule 17.2(b)**, votes at a General Meeting shall be given in person by those Ordinary Members present and entitled to vote.
- b) Subject to **rule 17.4** and anything set out in the Regulations, all questions arising at a General Meeting shall be determined on a show of hands.
- c) The chairperson of the meeting is not entitled to exercise a deliberative vote (unless also an Ordinary Member). In the case of an equality of votes on a question, the chairperson of the meeting is entitled to exercise a casting vote.
- d) An Ordinary Member is not entitled to vote at any General Meeting unless all monies due and payable to the Club have, to the satisfaction of the Club Executive, been paid by the Ordinary Member.

17.3 Recording of Determinations

- a) When a declaration is made by the chairperson that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, then an entry to that effect in the minute book of the Club is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

17.4 Poll at General Meetings

- a) If at a meeting a poll on any question is demanded by 3 Ordinary Members, it shall be taken at the meeting in such manner as the chairperson 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 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 chairperson may direct.

PART IV – CLUB EXECUTIVE AND CLUB COMMITTEE

18) CLUB EXECUTIVE

18.1 Powers of Club Executive

- a) The affairs of the Club shall be managed by the Club Executive constituted under **rule 18**.
- b) Subject to this Constitution and the Act, the Club Executive:
 - i) shall control and manage the business and affairs of the Club;
 - ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - iii) has the power to perform all such acts and things as appear to the Club Executive to be essential for the proper management of the business and affairs of the Club.

18.2 Portfolios

The Club Executive, in order to further the Objects, will allocate a minimum of 4 Club Executive Members to specific portfolios, with specific responsibilities (including but not limited to President, Vice President, Secretary and Treasurer), as determined in the discretion of the Club Executive. No person may hold more than one position at any one time.

18.3 Secretary

- a) The Club Executive must appoint a Secretary. The Secretary must give the registrar notice of their appointment within 14 days after the appointment.
- b) If the position of Secretary becomes vacant, the Club Executive must appoint a person to the position within 14 days after the vacancy arises.

18.4 Composition of Club Executive

- a) The Club Executive shall consist of 4 Elected Club Executive Members who must all be Ordinary Members or Life Members and who shall be elected in accordance with **rule 19**.
- b) Elected Club Executive Members may be required to meet any qualifications set out in the Regulations from time to time.

18.5 Composition of Club Committee and Definition of Roles

The Club Committee comprises the following Roles:

- a) **President**
 - i) Shall preside at all meetings of the Club. Shall be entitled to vote as a member of the Executive and of a casting vote if/as circumstances require a casting vote.
- b) **Vice President**
 - i) Shall, in the absence of the President, assume the responsibilities of the President and assist any Club Committee Members to carry out their responsibilities. In the circumstances of acting in the role of President, shall only be entitled to vote as a member of the Executive.
- c) **Secretary**
 - i) Shall carry out all directions given out at Meetings of the Club and shall keep all Club records.
- d) **Assistant Secretary**
 - i) Shall keep the Minutes of the Club meetings and shall assist the Secretary
- e) **Treasurer**
 - i) Shall receive all monies on behalf of the Club and issue receipt(s) for the same and shall pay such monies into the current banking account of the Club. He/she shall keep up to date and true accounts of all monies received and expended and shall submit to the General Meeting an audited balance sheet and profit and loss statement accurately presenting the financial position of the Club. A written report shall be submitted to every Club Committee Meeting detailing monies received and expended in the previous month and current balances of all Club bank accounts.

- f) Registrar**
 - i) Shall be responsible for the registration of the Competitive Members to suit the requirements of the Association, and shall keep an up to date record of the children's involvement with the Club. This includes registrations completed in person or on-line via the Association's online registration system. Receive each correctly completed registration card accompanied by the fee determined by the Centre and in conjunction with the Treasurer forward all such registration cards and fees as set by Association. Present progress reports to the Committee Meetings of the number of registered Competitors of the Club.
- g) Centre Delegates (2 positions)**
 - i) Shall be appointed to represent the Club as described under **rule 8.6**. A report is to be submitted to the next Club Committee Meeting.
- h) Team Manager**
 - i) Shall be responsible for the organisation and supervision of training for all Competitive Members. They shall also assist in directing Competitive Members to their age group events on competition days.
 - ii) Shall be responsible for the coordination of Officials and Parents Helpers for management of athletic events at weekly competition as allocated to the Club by the Centre from time to time.
 - iii) The Team Manager will not be held responsible for Competitive Members who are sent back from events for any reason whatsoever. All notices for the Centre are his/her responsibility to see that all Competitive Members concerned receive such notices.
- j) Ranks & Records**
 - i) Maintain the records of all Competitive Members athletic performances at weekly competition in the Club's Ranks & Records database and allocate points in accordance with the Club's Points System as set out in the Regulations. Undertake weekly review of the input of these performances as provided from the ResultsHQ software.
 - ii) Record absences of Competitive Members due to illness and/or injury and obtain necessary documentation in accordance with the Club's Points System.
 - iii) Determine all awards in accordance with the Club's Points System and order trophies, plaques, medals, photos, photo frames and any other item as required in readiness for the General Meeting and Trophy Presentation of the Club. Communicate with and respond to enquiries from Ordinary Members and Competitive Members in regards to the Club's Points System.
 - iv) Provide monthly reports at Club Committee Meetings detailing the number of Competitive Members in attendance and those in non-attendance at each weekly competition.
 - v) Present reports to Club Committee Meetings of Club Records achieved by Competitive Members.
- k) Assistant Team Manager**
 - i) Provide assistance to the Team Manager as required.
- l) Uniform Manager**
 - i) Maintain all aspects of Club Uniforms including managing stock levels, receiving orders from Members, ordering additional stock from suppliers, issuing orders to Members and undertaking annual stocktake for inclusion in Treasurer's annual accounts.
- m) Fundraising**
 - i) Manage all fundraising activities of the Club including raffle days at weekly competition as allocated by the Centre and Christmas and General Meeting Raffles. Seek donations of prizes from local businesses and/or propose purchase of prizes at Club Committee Meetings. Present reports to the Club Committee Meetings of outcome of fundraising activities and/or forthcoming fundraising activities. Seek assistance from other Club Committee Members as required.
- n) General Committee**
 - i) Such members will undertake duties as may be determined by the Club Committee as being appropriate to and representing the needs of the Club.

18.6 Term of Elected Club Committee Members

Each Elected Club Committee Member, shall hold office for 1 year until the next AGM, but is eligible for re-election.

19) ELECTION OF ELECTED CLUB COMMITTEE MEMBERS

- a) The Secretary shall call for nominations at an appropriate time determined by the Club Executive. All Members shall be notified of the call for nominations as determined by the Club Executive.
- b) Nominations of candidates for election as Elected Club Committee Members shall be:
 - i) made in writing on the form provided by the Club from time to time (if any) and must be accompanied by the written consent of the nominee and confirmation that the nominee meets any qualifications set out in the Regulations from time to time; and
 - ii) delivered to the Secretary by the date specified on the call for nominations.
- c) If the number of nominations for vacant Club Committee Member positions exceeds the number of vacancies to be filled, a ballot shall be conducted to determine the Elected Club Committee Members. Such ballot will be conducted in the manner determined by the Club Executive, or as set out in the Regulations, from time to time. If the number of nominations for vacant Club Committee Member positions is less than the number of vacancies to be filled then those vacancies shall be treated as casual vacancies under **rule 20.2**.
- d) An independent person shall be appointed by the Club Executive to act as scrutineer for any ballot. No person, other than the scrutineer, shall be entitled to see any voting paper and the scrutineer shall not disclose to any person the way in which any person has voted. The decision of the scrutineer on any matter relating to the elections is final and no appeal shall be made from that decision.

20) VACANCY ON THE CLUB COMMITTEE

20.1 Grounds for Termination of Club Committee Member

For the purposes of this Constitution, the office of a Club Committee Member becomes vacant if the Club Committee Member:

- a) In the case of an Elected Club Committee Member, ceases to be an Ordinary Member or Life Member;
- b) Becomes bankrupt;
- c) Resigns their office by notice in writing given to the Club;
- d) Is subject to any sanction by the Club Executive under **rule 12**;
- e) Is directly or indirectly interested in any contract or proposed contract with the Club and, in the opinion of the Club Executive, has deliberately, recklessly or negligently failed to declare the nature of his interest;
- f) Dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- g) Commits any offence under the Act; or
- h) Fails to attend 2 consecutive meetings of the Club Committee without having previously obtained leave of absence or provided reasonable excuse for such absence.

20.2 Casual Vacancy

In the event of a casual vacancy in the office of any Elected Club Committee Member, the Club Executive may appoint an appropriate Ordinary Member or Life Member to the vacant office and the person so appointed may continue in office up to the end of the term of the Elected Club Committee Member they are replacing.

21) PROCEDURE AT CLUB COMMITTEE MEETINGS

21.1 Convening a Club Committee Meeting

- a) The Club Committee shall meet as required, but shall meet at least 10 times per year.
- b) Unless all Club Executive Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than 7 days written notice of the meeting of the Club Committee shall be given to each Committee Member.
- c) Written notice of each Club Committee meeting, specifying the general nature of the business to be transacted, shall be served on each Committee Member by:
 - i) Delivering it to that Committee Member personally;
 - ii) Sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);

- iii) in accordance with the Committee Member's last notified contact details.
- d) No action or proceeding of the Club Committee shall be invalidated or rendered illegal by reason only that there was some defect in the election or appointment of any Committee Member or that any Committee Member was ineligible to hold such office.

21.2 Quorum

- a) 50% of Committee Members shall constitute a quorum for the transaction of the business of a meeting of the Club Committee.
- 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.
- c) The Club Committee may act notwithstanding any casual vacancy. If there are casual vacancies in the office of a Committee Member such that the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Club Committee, those Committee Members may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute such a quorum.

21.3 Procedures at Club Committee meetings

- a) At meetings of the Club Committee:
 - i) The President shall chair the meeting;
 - ii) If the President is absent or unwilling to act, the Vice President will assume the responsibilities of the President and assist any Club Committee Members to carry out their responsibilities and to chair the meeting.
- b) Motions arising at a meeting of the Club Committee shall be determined on a show of hands or, if demanded by a Committee Member, by a poll taken in such manner as the person presiding at the meeting may determine.
- c) Each Committee Member present at a meeting of the Club Committee (including the person presiding at the meeting) is entitled to 1 vote. In the event of an equality of votes on any motion, only the President may exercise a second or casting vote.
- d) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Committee Members shall be as valid and effectual as if it had been passed at a meeting of the Club Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- e) The Club Committee may otherwise regulate its meetings as it thinks fit.
- f) Without limiting the power of the Club Committee to regulate its meetings as it thinks fit, a meeting of the Club Committee may be held where one or more of the Club Committee 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 the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Club Committee;
 - iii) If a failure in communications prevents condition (i) from being satisfied by that number of Committee Members which constitutes a quorum, and none of such Committee Members 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 Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

21.4 Committee Members Interests

A Committee Member is disqualified from holding any place of profit or position of employment in the Club, or in any company or incorporated association in which the Club is a shareholder or otherwise interested, or from contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval of the Club Committee. Any contract or arrangement

in which any Committee Member is in any way interested which is entered into by or on behalf of the Club without the approval of the Club Committee, will be voided for such reason.

21.5 Disclosure of Interests

The nature of the interest of such Committee Member must be declared by the Committee Member at the meeting of the Club Committee 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 Club Committee after the acquisition of the interest. If a Committee Member 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 Club Committee held after the Committee Member becomes so interested.

21.6 General Disclosure

A general notice that a Committee Member 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 Committee Member and the said transactions. After such general notice it is not necessary for such Committee Member 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 Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Committee Member in accordance with **rules 21.5** and **21.6**.

21.8 Conflicts

A Committee, 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 Committee Member is interested. If the Committee Member votes, the vote shall not be counted.

22) COMMITTEES

- a) The Club Executive 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 such committee.
- b) The Club Executive shall determine in writing the duties and powers afforded to any committee and the committee shall, in the exercise of such delegated powers, conform to any directions or Regulations that may be prescribed by the Club Executive.
- c) An Executive Committee member shall be an ex-officio member of any committee so appointed.
- d) Within 14 days of any meeting of any Committee, the Committee shall send a copy of the minutes and any supporting documents to the Secretary.

PART V – MISCELLANEOUS

23) 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 Club.
- b) The parties to the dispute shall not be represented by a member of the legal profession and shall 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 Club Executive; or
 - B. In the case of a dispute between a Member and the Club, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- e) A Member 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.
 - iv) The mediator must not determine the dispute.
 - v) 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.

24) SOURCES AND MANAGEMENT OF FUNDS

- a) The Club Executive will determine the sources from which the funds of the Club are to be or may be derived and the manner in which such funds are to be managed.
- b) The Club Executive shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Club Committee and shall produce these as appropriate at each Club Committee or General Meeting.
- c) Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Club Executive.
- d) The Club shall retain such records for 7 years after the completion of the transactions or operations to which they relate.
- e) The Club Executive shall submit to the Members at the Annual General Meeting the statements of account of the Club in accordance with this Constitution and the Act.
- f) The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.
- g) The Club Executive shall cause to be sent or made available to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Club Executive's report, the auditor's report (if any) and every other document required under the Act (if any).
- h) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

25) APPLICATION OF INCOME

- a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- b) No portion of the income or property of the Club 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 (for example, honoraria).

26) NEGOTIABLE INSTRUMENTS

- a) All cheques and other negotiable instruments shall be signed by 2 Club Executive Members.

27) COMMON SEAL

- a) The common seal of the Club shall be kept in the custody of the Club Executive.
- b) The common seal shall not be affixed to any instrument except by the authority of the Club Executive and the affixing of the common seal shall be attested by the signatures of 2 Club Executive Members.
- c) A Club Executive Member may not sign a document to which the seal of the Club is fixed where the Club Executive Member is interested in the contract or arrangement to which the document relates.

28) ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution in accordance with the Act. Additional procedures for amending the Constitution will be determined by the Club Executive and is as follows:

- a) Amendments to the Constitution shall be in writing, proposed and seconded by Members and shall be forwarded to the Secretary twenty-one (21) days prior to the General Meeting.
- b) In the event of being approved at the General Meeting, approval of the Centre Executive Committee will be sought within sixty (60) days and received within ninety (90) days before such amendments become part of this Constitution.

29) DISSOLUTION

- a) Upon the Club falling below twenty (20) Competitive Members, or sufficient Members cannot be found to fill the Club Executive Committee, the Club shall be dissolved either by the Centre Executive or by three-quarters of those attending a General Meeting convened for that purpose voting in favour of dissolution of the Club.
- b) If the Club is wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Club, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- c) If upon winding up or dissolution of the Club, 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 the Centre having purposes similar to the purposes of the Club and which prohibits the distribution of its or their income and property among its or their members and which is also not carried on for the profit or gain to its members.

30) INDEMNITY

- a) Every Committee Member or officer (including employees or members of Committees) of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by him/her in his/her capacity as Committee Member or officer in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is granted to him or her by the Court.
- b) The Club shall indemnify its Committee Members and officers (including employees or members of Committees) against all damages and costs (including legal costs) for which any such Committee Members or officers 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 Committee Member or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and

- ii) In the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Club.

31) SERVICE OF NOTICES

- a) Notices may be given to Members by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's address or facsimile number or electronic mail address shown in the Register. Notice may also be provided by posting the notice on the Club's website.
- b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to the correct facsimile number.
- d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by properly addressing and upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.
- e) Where a notice is posted on the Club's website, service of the notice shall be deemed to be effected when the post has been made and the website "goes live".

32) CUSTODY OF BOOKS AND OTHER DOCUMENTS

- a) Except as otherwise provided in this Constitution, the Secretary shall keep in his or her custody or control all books, minutes, documents and securities of the Club.
- b) If requested by a Member, the Club Executive must permit such Member to inspect:
 - i) the rules of the Club; and
 - ii) the minutes of each General Meeting.
- c) Upon written request and payment of a fee determined by the Club Executive from time to time, a Member may obtain a copy of the documents listed at **rule 32)**
- d) If requested by a Member and subject to the Act, the Club Executive must permit such Member to inspect the register of members.
- e) Subject to the Act and **rules 32(b) and 32(d)**, no Member is entitled to inspect the financial records, accounts, books, securities, minutes of Club Committee meetings or other Relevant Documents of the Club, unless authorised in writing by the Club Executive.

33) REGULATIONS

- a) Subject to **rule 33(c)**, the Club Executive may make, alter, amend or rescind Regulations as occasions may require, and the Club Executive may enforce penalties for their breach. Such Regulations 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 Regulations shall be available for inspection at the Club's premises upon reasonable notice and following a request in writing.
- b) Amendments, alterations, interpretation or other changes to Regulations shall be advised to Members by means of notice approved by the Club Executive. Notices shall be binding upon all Members. Notice does not need to be provided to every Member.
- c) Any Regulations made by the Club Executive are subject to ratification by the Members at a General Meeting. The Club Executive may set procedures for review of the Regulations at General Meetings (including, but not limited to, notice requirements); such procedures will be set out in the Regulations.

34) CLUB AWARDS

The Club presents awards each Season to:

- a) Competitive Members;
- b) Nominated Ordinary Members.

Criteria for the Club Awards are set out in the Regulations.