

CONSTITUTION
OF
SOUTH ADELAIDE FOOTBALLERS CLUB INC.

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1 NAME

The name of the Club is **SOUTH ADELAIDE FOOTBALLERS CLUB INC.** (referred to in this Constitution and Rules as "the Club").

2 OBJECTS

The objects of the Club are to encourage, promote and foster the playing of Australian Football by: -

- 2.1 Promoting and encouraging the game of Australian Football;
- 2.2 Promoting and encouraging the playing of such other forms of athletic sports and games as the Board from time to time determines;
- 2.3 Fielding or joining with any other body or association in fielding teams in football competitions conducted by The South Australian National Football League Inc ("the SANFL").
- 2.4 Becoming a member of such sporting bodies as the Board from time to time determines;
- 2.5 Providing direct administrative support to the South Adelaide Football Club ("the Football Club") in organizing its teams and competitions;
- 2.6 Providing or funding the provision of coaches of players and potential players and trainers for the Club and the Football Club.
- 2.7 Providing or funding the provision of health professionals including medical practitioners, psychologists, counsellors, physiotherapists and nutritionists to maintain and improve the physical fitness and mental health of players including rehabilitation services for injuries to players;
- 2.8 Providing prizes and scholarships for players and potential players of the Club and the Football Club;
- 2.9 Providing facilities for members of the Club and the Football Club to watch football training and to watch the playing of football matches;
- 2.10 Providing facilities and opportunities for Members of the Club and the Football Club to learn about and discuss the game of football with the players, coaches, trainers, officials and each other;
- 2.11 Promoting the activities of the Club and the Football Club in the wider community and among the Members of both the Club and the Football Club;
- 2.12 Promoting the activities of the Club and the Football Club by encouraging member's involvement in those activities;
- 2.13 Funding any other activity of the Football Club;

- 2.14 Any other activity which directly or indirectly encourages and fosters the playing of football by the Club and/or the Football Club or otherwise or which is incidental or conducive to the activities referred to in this object.
- 2.15 Promoting strong mutually supportive relationships within the Southern community and the Club's zone leagues;
- 2.16 Promoting positive community values that encourage diversity, social inclusion and respect for all persons, irrespective of race, culture, religion or sex.

3 POWERS

To achieve its objects the Club has the following powers (in addition to and without prejudice to any other powers herein expressed or implied or expressed or implied under or by virtue of the provisions of the Associations Incorporation Act 1985 (as amended)):

- 3.1 To promote, conduct, manage, take part in, assist and provide for the holding of contests, exhibitions, displays and demonstrations of sports of every description whether in Australia or abroad and to acquire or hire or take on lease sports, athletic, cricket, football, recreation and other grounds, golf courses, tennis courts, gymnasiums, swimming pools, stadiums, theatres, halls and other buildings and places used or capable of being used for purposes of sport, amusement, recreation or entertainment.
- 3.2 To hire, engage, employ or otherwise contract with sporting teams, clubs, organisations and other experts, athletes, exponents and artists whether professional or amateur and to enter into any contract agreement or arrangement for any option privilege or right over or in connection with any such team, club, organisation, Club or persons.
- 3.3 To promote, facilitate and encourage greater interest and participation in sport whether by advertising in any form, competitions, awards, donations or otherwise howsoever.
- 3.4 To award scholarships, trusts, donations, endowments or gifts.
- 3.5 To provide and furnish services of every description to Members and without limiting the generality of the foregoing to provide and maintain clubrooms, meeting rooms, libraries and other amenities and recreational facilities and to supply to Members local and overseas sporting news and information and articles in publications which may be of interest or of use to Members.
- 3.6 To do all things which the Club may think necessary or desirable for providing for the recreation, accommodation and comfort of the Members of the Club and for the preservation, upkeep and improvement of the property of the Club and any other objects and purposes which the Club may decide from time to time.
- 3.7 To acquire by purchase, taking on lease, or otherwise, land buildings and all other property real and personal which the Club may from time to time think

proper to acquire for the purpose of conducting the Club's activities and to build, alter, add to, sell or demolish any building erected upon any such land and to grant or acquire easements or rights over land.

- 3.8 To purchase, lease, or otherwise obtain equipment or materials for the purpose of achieving the objects of the Club and to dispose of such equipment and materials as become unnecessary to achieve the objects.
- 3.9 To enter into any arrangement with any government or authority, Commonwealth, State, municipal, local or otherwise, or any company or Club in any part of Australia, and to obtain from any such government authority or company or otherwise subsidies, grants, donations, loans and guarantees against loss on any conditions, rights or privileges for any purposes whatsoever which the Club may think capable of being properly dealt with and desirable to obtain and carry into effect the objects of the Club.
- 3.10 To acquire by purchase, lease, exchange, amalgamation or otherwise either as nominee, agent or principal (including by the acquisition of shares) premises holding any licence or permit under the Liquor Licensing Act 1997 and/or The Gaming Machines Act 1992 as amended or re-enacted lands, buildings, houses, and other property and hereditaments of any tenure or description and any estate or interest therein or any rights over or connected with land and to turn the same to account as may be thought expedient and in particular by preparing building sites and by constructing, reconstructing, improving, altering, decorating, furnishing and maintaining hotels, offices, flats, houses, factories, warehouses, shops, garages, buildings, works and conveniences of all kinds and by consolidation, leasing or otherwise disposing of the same and to buy, make advances on, or sell all descriptions or produce or merchandise and home units, stocks, shares, bonds, mortgages, debentures or obligations and plant, machinery, chattels, debts and choses in action of all descriptions.
- 3.11 To provide social and gaming amenities and facilities for the member's guests and others entitled to attend the facilities of the Club and provide accommodation for them in such premises as the Club may occupy from time to time.
- 3.12 To apply for and or obtain a grant or take a transfer of and become and/or remain the holder of any licence or permit under the Liquor Licensing Act 1997 and/or The Gaming Machines Act 1992 and/or the Gambling Administration Act 2019 or any re-enactment thereof or any other Act or Decree and in particular without limiting the generality of the foregoing a club liquor and/or gaming licence either by itself or its nominee and to purchase the fee simple of any premises or accept from the owner thereof a lease or leases thereof for any term or accept from the lessees thereof for the time being a sublease or subleases or transfer of leases thereof subject to necessary consent being obtained for any term and to accept from the owner or owners of any such premises for the time being an extension of or further lease or leases for any term and purchase the whole or any part of the stock in trade, furniture, fittings and effects in any such premises and any other assets, rights or privileges.

- 3.13 To accept gifts, donations, trusts and endowments, subsidies and bequests whether of real or personal estates and grants from any organisation, individual, Club, State or Government body to enable the Club to achieve any of its objects, and to raise funds for all or any of the Club's objects,
- 3.14 To insure against damage by fire or otherwise in respect of any insurable contingency, any property in which the Club has an insurable interest, and to insure any Member of the Board or employee and to insure any person attending activities within or upon the Club's property or other designated site, against injury by accident or otherwise.
- 3.15 To advertise and promote the activities of the Club by any media.
- 3.16 To hold or promote competitions of any description authorised by law which may be likely to assist with the achievement of the objects of the Club.
- 3.17 To advertise or to otherwise promote the sales distribution or circulation of any publication issued or sold by the Club or in which it is interested and to give prizes in connection therewith of any description.
- 3.18 To invest those monies of the Club not immediately required for its purposes and activities on short term deposit or by purchase of debentures with recognised and stable financial institutions in such manner as may realise the highest interest yield at the lowest possible risk to the Club's monies, in the opinion of the Board.
- 3.19 To comply with all things necessary or expedient having regard to the laws and regulations of Commonwealth, State or Local Governments and Authorities in any place or places at which the Club carries on its activities.
- 3.20 To hire, employ, contract with or discharge, administrative, clerical, professional, educational and any other staff necessary and to pay them and to other persons in return for services rendered to the Club reasonable fees, salaries, honoraria, wages or bonuses, and on such conditions of employment and salaries, rewards and benefits as the Board determines.
- 3.21 To make arrangements for and to enter into agreements with any insurance company for the establishment of a plan or system of Superannuation or other similar benefits for the employees of the Club and their relatives and/or dependants.
- 3.22 To accept or take any security for any debt or liability to the Club or any property real or personal in or towards payment or satisfaction of any such debt or liability.
- 3.23 To establish and support or aid in the establishment and support of any Club or institution having for its objects those that are similar to the objects of the Club or any charitable or benevolent Club or institution and to subscribe or guarantee money for such purposes.
- 3.24 To loan monies to such person, companies or Clubs and on such reasonable

terms and conditions as may be considered appropriate by the Board.

- 3.25 To appoint from time to time, with specific powers either the same or less than those powers of the Club, sub-committees, agents or other bodies or persons for the purpose of carrying out, achieving, and completing any of the objects of the Club, and to revoke, cancel, limit or alter such powers and terms of appointment and delegations or authority as may appear necessary to the Board.
- 3.26 To open and maintain a bank account or accounts and draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- 3.27. To do all such other acts, matters and things as are or may appear to the Board to be incidental or conducive to the attainment of the above objects and powers or any of them.

4 NON-PROFIT ORGANISATION

All income and property of the Club must be applied solely towards the promotion of the objects of the Club and no portion of it shall be paid or transferred directly or indirectly by way of dividend, profit or otherwise to Members of the Club, except that nothing in this Rule 4 prevents the payment in good faith of reasonable remuneration to any officer, Member or employee of the Club in return for any services actually rendered to the Club or of reasonable allowances and travelling expenses to an officer, Member or employee of the Club which is representing the Club.

5 MEMBERSHIP

- 5.1 Membership of the Club is open to natural persons of good character and reputation who are eighteen (18) years of age and over.
- 5.2 The Club shall consist of : -
 - 5.2.1 Ordinary Members of the Football Club;
 - 5.2.2 Life Members of the Football Club; and
 - 5.2.3 Associate Members of the Club

6 FOOTBALL CLUB MEMBERS

- 6.1 All persons over the age of 18 years who are Ordinary Members or Life Members of the Football Club will be Members of the Club without the requirement of either having to apply for Membership or pay any entrance fee or subscription and will remain as Members of the Club for as long as they remain Members of the Football Club.
- 6.2 Ordinary Members and Life Members of the Football Club are entitled to all rights and privileges of Membership of the Club including without limitation the right to attend and vote at meetings of the Members of the Club.
- 6.2 Associate Members of the Club include all persons who are Members of any loyalty scheme relating to the use of the licenced premises and facilities of the Club. Associate Members cannot vote at Meetings or hold office in the Club, but otherwise are entitled to all privileges of Membership including the use of the Clubs facilities and services.
- 6.3 All Members of the Club will be bound by the Rules contained in this Constitution.

7 REGISTER OF MEMBERS

- 7.1 A Club Register of the names and addresses of all categories of Members must be kept at the registered office of the Club. This is not available for inspection by any Member.
- 7.2 A Names Register of the names of all categories of Members must be kept at the registered office of the Club and must be available for inspection by any Member during the hours when the registered office of the Club is open.

8 ADDRESS OF MEMBERS

All Members must notify the Chief Executive Officer of the Club in writing of any change or changes in their name or address and the Chief Executive Officer must enter such change or changes in the Register of members. All notices sent by post or otherwise by the Club to the last known address of a member as disclosed in the Register of Members will be deemed to be duly sent to that Member.

9 VISITORS

Any Member may introduce visitors to the Club's premises and if required by law, any visitors so introduced to the Club must record their name and address and the date of the visit in the visitors book provided for the purpose and the member introducing such visitor or visitors must sign their name opposite each visitor introduced by him and such member will be responsible for the conduct of the visitor(s) whilst such visitor(s) is present at the premises of the Club.

10 CESSATION OF MEMBERSHIP

10.1 Any Member who dies or is expelled will immediately cease to be a Member of the Club.

10.2 A Member who commits any act or omits to do anything which is in the reasonable opinion of the Board conduct which is prejudicial or detrimental to the reputation or interests of the Club may have their Membership privileges withdrawn. If any such conduct is alleged the following procedures must be followed: -

- 10.2.1 Details of the conduct complained of must be given in writing by the Board to the Member, official or person against whom an allegation has been made.
- 10.2.2 Such Member, official or person must be given an opportunity by the Board to show cause, and may be required by the Board to show cause in writing, as to why it should not cancel the Membership of that member or withdraw their membership privileges.
- 10.2.3 The decision of the Board on the matter must be given in writing to the Member, official or person concerned, and such decision will be deemed final and binding.

11 RESIGNATION AND IMMEDIATE TERMINATION OF MEMBERSHIP

- 11.1 Any Member wishing to resign their membership of the Club must give written notice of such resignation addressed to the Chief Executive Officer of the Club. No such resignation will relieve any Member from payment of any monies due or payable by them to the Club at the time of resignation nor exempt them from any punishment or penalty in any way arising from or connected with their

conduct prior to their resignation. Any person ceasing to be a Member of the Club will immediately return all property of the Club which they may have in their possession to the Chief Executive Officer of the Club and upon ceasing to be a Member for any cause whatsoever will have no claim upon any portion whatsoever of the property of the Club.

- 11.2 A person's Membership of the Club will immediately cease if the Member:
- 11.2.1 Becomes bankrupt or suspends payment of their debts or compounds with their creditors or calls a meeting with his creditors pursuant to the provisions of the Bankruptcy Act for the time being in force; or
 - 11.2.2 Dies or becomes of unsound mind; or
 - 11.2.3 Commits any criminal offence which carries a maximum penalty of 12 months imprisonment or more; or
 - 11.2.4 Contravenes the Gaming Machines Act 1992 as amended, the Gambling Administration Act 2019 or any other Gambling or Gaming legislation currently in force or which may be enacted or amended from time to time; or
 - 11.2.5 Any conduct which in the opinion of the Board is likely to seriously damage the reputation and standing of the Club in the community.

12 SUBSCRIPTIONS

The entrance fee (if any) payable by a person seeking membership of the Club will be such sum as may be fixed by the Board from time to time provided that the Board has the power in its absolute discretion at any time to waive payment or vary the amount of the entrance fee as between Members of the Club and as between different classes of membership of the Club.

13 OFFICERS

The Officers of the Club will be those persons who from time to time hold the office of Director of the Football Club.

14 MANAGEMENT OF THE CLUB

- 14.1 The Management of the business and affairs of the Club is vested in a Board of Directors ("the Board") which will, subject to the approval of Members at the Annual General Meeting consist of those persons who from time to time hold the position as Directors of the Football Club.
- 14.2 The Chief Executive Officer of the Club ("the Chief Executive Officer") will be the person who holds the position of Chief Executive Officer of the Football Club from time to time. For the avoidance of doubt the Chief Executive Officer is the designated Public Officer of the Club.
- 14.3 The Board is charged with the management of the Club so as to achieve the objects specified in this Constitution by exercise of the powers specified in Rule 3 and by Rules specified elsewhere in this Constitution. The Board may exercise all such powers and do all such acts and things as the Board is authorised to exercise or empowered to do and which are not by this Constitution or by Statute directed or required to be exercised or done by the

Club in General Meeting.

- 14.4 The President of the Board will be the person who holds the position of President of the Board of Directors of the Football Club from time to time and will be the President, when present, at any meeting of the Club and the Board. In the absence of the President a member of the Board must be appointed by those present at that meeting to act as President of that meeting.
- 14.5 On any resolution put to a meeting of the Board each Member of the Board will have one vote and every question shall be decided by a majority of the votes at the meeting. In the event of a tied vote the President of the meeting may exercise a casting vote.
- 14.6 The Board may meet to carry out its business at such time or times as it determines but in any event not less frequently than 12 times in a calendar year. A meeting under this Rule may, if necessary, be held by telephone conference or by some other form of electronic communication or both, provided each Director who participates in the meeting can hear and address other participating Directors, and, if they wish to do so, simultaneously address other participating Directors
- 14.7 Minutes must be kept of all proceedings of the Board. The Board must appoint one person from amongst its employees or its Members or such other person as the Board decides to act as minute secretary for the purpose of preparing agendas and recording minutes of the meeting of the Board.
- 14.8 Subject to Rule 14.9 a quorum for a meeting of the Board is not less than five (5) of its Members and a Member of the Board having an interest referred to in Rule 14.13 is to be counted for the purpose of a quorum regardless of that interest. If within thirty (30) minutes from the time appointed for the meeting or within such further period as those present may agree a quorum is not present the meeting must stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within one hour from the time appointed for the meeting the members present [being not less than three (3)] shall form a quorum. A Director will be conclusively presumed present and to have formed part of the quorum if they have fully participated in the meeting by telephone or any other means of communication in accordance with the procedure set out in Rule 14.6.
- 14.9 If the number of Members of the Board falls below five (5) the continuing Members of the Board may act despite such vacancy or vacancies in their body. The continuing Members of the Board must, as soon as possible, take all steps necessary to cause the vacancy or vacancies to be filled.
- 14.10 All acts done by the Board or by any person acting as a Member of the Board must notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Member of the Board or person so acting or that they or any of them were disqualified be as valid as if every such person had been duly appointed as was duly qualified.

- 14.11 A resolution in writing signed by all the Members of the Board for the time being will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- 14.12 No member of the Board shall be disqualified from their office from contracting or entering into any arrangement with the Club either as vendor, purchaser, solicitor or otherwise, nor will any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Club in which all of the Members of the Board or any Member of the Board is in any way interested be avoided nor will any member of the Board so contracting or being so interested be liable to account to the Club for any profit realised by any such contract or arrangement by reason of such member of the Board holding that office or the fiduciary relationship thereby established.
- 14.13 Every member of the Board who is in any way whether directly or indirectly interested in a contract or proposed contract with the Club must as soon as practicable after the relevant facts have come to their knowledge declare the nature of their interest at a meeting of the Board. For the purpose of this clause a general notice given to the Board by a Member of the Board to the effect that they are an officer or member of a specified company or a member of a specified firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm will be deemed to be a sufficient declaration of interest in relation to any contract so made but no such notice will be of effect unless either it is given at a meeting of the Board or the member of the Board so concerned takes reasonable steps to ensure that it is tabled and read at the next meeting of the Board after it is given. It is the duty of every Member of the Board who holds any office or possesses any property whereby duties or interests might be created in conflict with their duties or interests as a Member of the Board to declare at a meeting of the Board the fact and the nature, character and extent of the conflict and such last mentioned declaration must be made at the first meeting of the Board held after he becomes a member of the Board or (if he is already a member of the Board) after they commenced to hold the office or possess the property. The Chief Executive Officer must record every declaration under this clause in the minutes of meeting at which it is made, and must maintain a register of all such declaration.
- 14.14 No Member of the Board is entitled to take part in any discussion or vote in respect of any contract or arrangement in which he is interested and if they does so their vote must not be counted.
- 14.15 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at the meeting.
- 14.16 The Board may, from time to time, appoint such subcommittee(s) as they deem necessary or expedient, and may delegate or refer to them such of the powers and duties of the Board as the Board may determine provided always that members from the Board comprise at least half of the members on such sub-committees. Such sub-committees must report their proceedings to the Board and shall conduct their business in accordance with the directions of the

Board.

- 14.17 The Board may from time to time make By-Laws regulating the conduct and behaviour of the Members of the Club and the Board may from time to time alter, add to, vary, amend or repeal any By-Laws made hereunder. Any By-Laws are, unless they are inconsistent with the Constitution and Rules of the Club for the time being and from time to time, be binding upon all members of the Club for the time being and from time to time and be construed as and form part of these Rules until rescinded, altered or varied by the Board. In the event of any inconsistency between the Constitution and the Rules of the Club from time to time and any By-Laws made hereunder the provisions of the Constitution and Rules will prevail and such By-Laws are to the extent of their inconsistency invalid and unenforceable.

15 EXECUTIVE COMMITTEE – Repealed

16 ACCOUNTING

- 16.1 The Board must cause to be kept a complete account of the income and expenditure and of the affairs of the Club and must also ensure:
- 16.1.1 That a proper set of books is kept by the person holding the position of Chief Executive Officer of the Club showing the state of the funds of the Club and its actual and contingent liability.
 - 16.1.2 That all monies owing by the Club are duly and regularly paid.
 - 16.1.3 That all monies owing to the Club are duly received.
 - 16.1.4 That all monies received by the Club are promptly deposited in the Club's bank account and receipts, vouchers and other documents pertaining to the Club's financial affairs must be carefully filed and preserved for inspection by the auditor.
- 16.2 The financial year of the Club will commence on the first day of November in one year and end on the last day of October in the following year.
- 16.3 The Club must furnish annually as soon as practicable after the end of a financial year of the Club and in any event not later than the last day of January thereafter a report of the activities of the Club for the previous financial period of the Club together with the duly audited Balance Sheet and Profit and Loss Account of the Club.

17 AUDITOR

- 17.1 An auditor must be appointed by the members of the Club at the Annual General Meeting of the Club. Any registered company auditor not being a member of the Club is eligible to be appointed an auditor.
- 17.2 The auditor of the Club must continue in office unless he resigns or unless the Board nominates an alternate at a General Meeting by inclusion of an appropriate item of business on the Notice of Meeting.
- 17.3 The auditor must audit the accounts of the Club for the financial period ended on the last day of October each year. The audit report must be attached to the

financial statements and laid before the Club at the Annual General meeting.

- 17.4 The auditor has the power at any time to call for the production of all books, accounts and other documents relating to the affairs of the Club.

18 MEETINGS OF MEMBERS

- 18.1 Members who are Ordinary Members or Life Members of the Football Club are the only Members of the Club who are entitled to attend and vote at any Meeting of Members of the Club.
- 18.2 The Annual General Meeting of the Club must be held before the last day of February in each year on a date to be fixed by the Board, to appoint an auditor, to receive from the Club the Balance Sheet and Profit and Loss Account of the Club having been approved and accepted by the Board for the period of twelve months immediately preceding the last day of October of that year. Such business shall be deemed ordinary business and all other business shall be deemed special.
- 18.3 At least fourteen (14) days notice in writing must be given to those Members of the Club who are entitled to attend and vote of any General Meeting of the Club.
- 18.4 If any Member entitled to vote at an Annual General Meeting of the Club desires to bring forward any special business at any Annual General Meeting of the Club such Member must give written notice of such business to the Chief Executive Officer not less than twenty-eight (28) clear days prior to the Annual General Meeting at which the member wishes such business to be considered and the Chief Executive Officer must incorporate such business in the notice convening the Annual General Meeting. No special business may be transacted at any Annual General Meeting unless notice specifying the specific nature of such business has been given in the notice convening such Annual General Meeting.
- 18.5 A Special General Meeting of the Club may be called by the Board whenever it thinks fit and the Board must, upon a request in writing under the hands of not less than thirty (30) Members of the Club eligible to vote at a General Meeting, convene a Special General Meeting. Such request must state the purpose for which the meeting is desired and the Resolutions to be proposed and no other matters may be discussed at that meeting except with the leave of the chair of the meeting.
- 18.6 Upon a request in writing to convene a Special General Meeting under Rule 18.5 being left with the Club the Board must immediately proceed to convene a Special General Meeting to be held at such time and place as it thinks fit not being more than twenty-eight (28) days after the receipt of such request.
- 18.7 At any Meeting of Members or any adjournment of that Meeting, a quorum will consist of thirty (30) members personally present and entitled to vote. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened on the requisition of members will be

dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within half an hour from time appointed for the meeting the members present and entitled to vote shall form a quorum.

- 18.8 The President or in their absence or unwillingness to act a Member of the Board appointed by the Board for that purpose or in their absence or unwillingness to act a Member appointed by the meeting must preside at each Meeting of Members. The chair of such meeting will in case of an equality of votes both on the show of hands and upon a poll have a second or casting vote.
- 18.9 At any Meeting of Members a resolution put to the vote of the meeting shall unless a poll is demanded, be decided by a show of hands of the persons (either present in person or by proxy) entitled to vote.
- 18.10 On a show of hands every Member entitled to vote may cast one vote but no Member is entitled to vote unless all monies presently payable by them to the Club whether for subscriptions or otherwise shall have been duly paid.
- 18.11 Unless a poll is demanded, a declaration by the chair of that meeting that a resolution has been carried or carried by a particular majority or lost is deemed to be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 18.12 A poll may be demanded on any resolution by the Chair or by not less than three Members present and entitled to vote.
- 18.13 If a poll is demanded on any resolution by the requisite number of persons it must be taken at such time and in such manner as the chair of the meeting directs.
- 18.14 No poll can be demanded on the question of the adjournment of a meeting.
- 18.15 All decisions arrived at and carried at any Meeting of Members held in conformity with this Constitution will be binding and conclusive upon all Members of the Club and no notice of motion to reconsider any such decision can be received by the Board for a period of six months from the meeting at which such decision was made.
- 18.16 If a poll is demanded every Member present in person or by proxy may cast one vote.
- 18.17 REPEALED
- 18.18 The Chair of a General Meeting or their absence or refusal to do so, the Returning Officer may appoint not more than six (6) persons who need not be Members of the Club to act as scrutineers at such General Meeting. Any such scrutineer may demand the name and identification to the reasonable satisfaction of such scrutineer of any person in or proposing to enter the room in which the meeting is held and if such person's name is not in the register

and/or he or she does not produce identification of himself or herself as the case may be when so requested by such scrutineer, they shall not enter the room; or if they be in the room the Chair may in their absolute discretion either not commence the meeting or if the meeting be commenced, adjourn the meeting until such person or persons have withdrawn from the room. Any scrutineer so appointed not being a Member shall be entitled to enter the room in which the meeting is held but will not be entitled to speak on any matter before the meeting nor to vote there at.

- 18.19 Subject to Rules 18.9, 18.12 and 18.13 the Board may determine the manner and time when a vote may be cast in respect of any resolution to be put to a General Meeting.
- 18.20 Regardless of anything contained in these Rules the Board may in its discretion determine a method or methods to enable a Member to cast a vote on any resolution to be put to a General Meeting, other than the methods described in Rules 18.9 to 18.13 inclusive. Such other method of voting may be in electronic form or otherwise as the Board may decide having due regard for the security of any such method of voting. Any vote so cast must be counted as a vote in respect of such resolution despite the fact that the Member casting such vote is not present at the General Meeting.

19 PROXIES

- 19.1 A Member entitled to attend and vote at Meetings of Members may appoint any person who is a Member of the Club as proxy to vote for them at any Meeting of Members.
- 19.2 The form appointing a proxy shall be in writing and signed by the Member appointing such proxy.
- 19.3 A form appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular motion and, where an instrument of proxy so provides, the proxy is not entitled to vote on the motion except as specified in the form of a proxy.
- 19.4 The form appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

SOUTH ADELAIDE FOOTBALLERS CLUB INC.

I _____ of _____
 being a Member of South Adelaide Footballers Club Inc hereby appoint

 of _____
 or, in their absence

 of _____ as my proxy to vote for me on my behalf at the
 Annual/Special General Meeting of the Club to be held on the _____ day of
 20 _____ and at any adjournment of that meeting

+This form is to be used *in favour of/against the motion.

Signed this _____ day of _____ 20 _____

**Strike out whichever does not apply*

+To be inserted if desired

Signed

22.5 The form appointing a proxy shall not be treated as valid unless it is deposited by delivery, fax or e-mail not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, at the office of the Chief Executive Officer or other such place as is specified for that purpose in the notice convening the meeting.

20 INDEMNITY

Nothing which is done by any Director of the Board or by any officer or other person appointed or employed by the Board if done bona fide in the exercise of their powers or in the performance of their duties under the Constitution and Rules of the Club shall subject such member of the Club officer or other person to any personal liability and it is the duty of the Club, out of the funds of the Club, to pay and satisfy all costs, losses, damages, expenses and liabilities whatsoever so incurred in the course of the conduct of the Club. Under this Rule 20 the Board of Directors shall ensure that an appropriate and comprehensive form of indemnity insurance is in place at all times.

21 SEAL

The Board must cause to be prepared a common seal with the name of the Club inscribed on it and must provide for its safe custody. The seal must not be used except by the authority of the Board. Every deed or instrument to which the seal is required to be affixed can only be affixed by a resolution of the Board and in the presence of at least one member of the Board who must sign every instrument to which the seal be so affixed. Every such instrument shall be counter-signed by the Chief Executive Officer or a second member of the Board or be signed and counter-signed by such other person

or persons as the Board may from time to time authorise.

22 ALTERATION OF CONSTITUTION AND RULES

- 22.1 This Constitution and Rules may be altered, varied or amended by a resolution passed at an Annual General Meeting or Special General Meeting of the Club. No such resolution shall be deemed to have been passed unless it be carried by a majority of at least three quarters of the members present and voting at the meeting. At least fourteen (14) days notice in writing specifying the proposed amendment or amendments shall have been given to Members.
- 22.2 Any amendment to this Constitution and Rules must be approved by the Commissioner for Liquor and Gambling.

23 NOTICES

- 23.1 The Club must at all times have an address for service of notices which said address must unless otherwise advised be the address of the office of the Club and the Club must give written notice to every member of every change of such address within twenty-eight (28) days after any change thereto is made.
- 23.2 Every notice to be given or communication made to the Club will be deemed for all purposes to have been duly given or made if given or made if given or made in writing and either delivered to the registered office of the Club or enclosed in an envelope with postage duly pre-paid and addressed with the full name of the Club and its address for service of notice for the time being and posted at any post office in Australia.
- 23.3 Every notice to be given or communication made by the Club to any member will be deemed to have been duly given or made if given or made in writing and either handed personally to such member or enclosed in an envelope with postage duly pre-paid and addressed to the member's address on the register of members or if no such address is specified in the register to the last known or usual business address of the member and posted at any post office in the State of South Australia.

24 INTERPRETATION OF RULES

- 24.1 REPEALED
- 24.2 The Board shall be the sole authority for the interpretation of these rules and any regulations or By-Laws made thereunder and the decision of the Board upon any question of interpretation or upon any matter affecting the Club and not provided for by these rules or by the regulations and By-Laws made thereunder shall be final and binding upon the members.

25 WINDING UP

- 25.1 The Club may be dissolved voluntarily by resolution passed by not less than three quarters of the Members of the Club present and voting at a General Meeting of the Club of which at least twenty-eight (28) days notice in writing specifying the proposed resolution must have been given to Members.

25.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any surplus, such surplus must not be paid to or distributed amongst the Members of the Club but must be given or transferred to some other organisation or organisations having objects similar to the objects of the Club and which prohibits the distribution of its profits and assets to its Members which organisation or organisations must be determined by the Members of the Club at or before the time of dissolution.

26 MATTERS NOT DEALT WITH

Any matter of any kind whatsoever not dealt with or provided for under these Rules may be dealt with in such manner as the Board shall determine.