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**Renmark Rovers Football Club Inc. Constitution**

TABLE OF CONTENTS

1. NAME OF THE CLUB ....................................................................................................... 4

2. DEFINITIONS AND INTERPRETATION ......................................................... ................ 4

3. OBJECTS AND SERVICES OF THE CLUB ..................................................................... 5

4. ATTAINING OBJECTS ......................................................................................................5

5. PROPERTY OF THE CLUB.............................................................................................. 5

6. POWERS OF THE CLUB ................................................................................................. 5

7. CUSTODIANS OF ASSETS…………………………………………………………………….6

8. MEMBERS………………….............................................................................................. ...6

9. SUBSCRIPTIONS …………............................................................................................... 7

10. THE BOARD MANAGEMENT.......................................................................................... 7

11. ELECTION OF THE BOARD OF MANAGEMENT........................................................... 8

12. POWERS OF THE BOARD ….........................................................................................10

13. DELEGATIONS………….................................................................................................10

14. COMMON SEAL ……………...........................................................................................10

15. GENERAL MEETING…………………….………………….............................................. 10

16. ANNUAL GENERAL MEETING ………………………………………………………………10

17. SPECIAL GENERAL MEETING..................................................................................... 11

18. NOTICE OF GENERAL MEEING................................................................................... 12

19. BUSINESS……………………….......................................................................................12

20. NOTICES OF MOTION ……........................................................................................... 12

21. PROCEEDINGS AT GENERAL MEETING ................................................................... 12

22. PROXY VOTING …........................................................................................................ 13

23. RECORDS AND ACCOUNTS ....................................................................................... 13

24. AUDITOR …………………………................................................................................... 14

25. FINANCE …………………………................................................................................... 14

26. WINDING UP …............................................................................................................. 14

27. ALTERATION TO CONSTITUTION................................................................................ 14

28. CLUB COLOURS ……………………………................................................................... 14

29. BY-LAWS ………………………………........................................................................... 14

30. REGULATIONS ………………........................................................................................ 15

31.STATUS AND COMPLIANCE OF CLUB......................................................................... 15

32. NOTICE ………………………………………………. ....................................................... 16

33. INDEMNITY ………………….......................................................................................... 16

34. AUTHOURITY TO TRADE ............................................................................................ 16

ASSOCIATIONS INCORPORATION ACT 1985 (SA)

CONSTITUTION of THE RENMARK ROVERS FOOTBALL CLUB INCORPORATED

1. **NAME OF THE CLUB**

The name of the club is RENMARK ROVERS FOOTBALL CLUB Inc.

1. **DEFINITIONS AND INTERPRETATIONS**

**2.1 Definitions**

In this constitution, unless the contrary intention appears:

* ‘Act’ means the Associations Incorporation Act 1985 (SA).
* ‘AFL’ means AUSTRALIAN FOOTBALL LEAGUE.
* ‘Board of Management’ means the body of elected Members managing the club
* ‘Board Member’ means a member elected to the Board of Management
* ‘Club’ means the Renmark Rovers Football Club Incorporated
* ‘Constitution’ means this constitution of the club.
* ‘Financial year’ means the year ending on the next 30TH September following incorporation and thereafter a period of 12 months commencing on 1st October and ending on 30th September each year.
* ‘RFL’ means RIVERLAND FOOTBALL LEAGUE.
* ‘Ordinary member’ means a registered, financial member of the club who is at minimum 18 years of age.
* ‘Junior member’ means a registered member of the club who is who is under the age of 18 years.
* ‘Life member’ means an individual appointed as a life member of the club under clause 8.
* ‘Local area’ means the geographical area for which the club is responsible as recognised by the regional and/or state organisations for AUSTRALIAN RULES FOOTBALL of which the club is a member.
* ‘Member’ means a member of the club for the time being under clause 5.
* ‘Objects’ means the objects of the club in clause 3.
* ‘SANFL’ means SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE.
* ‘RRFC’ means the RENMARK ROVERS FOOTBALL CLUB INCORPORATED
* ‘Special resolution’ means a special resolution defined in the Act.
* ‘Sport’ means AUSTRALIAN RULES FOOTBALL.

**3.0 OBJECTS AND SEVICES OF THE CLUB**

The objects and purpose of the Club are: -

1. To co-ordinate, promote and encourage the development of Australian Rules Football throughout the Renmark area.
2. To provide, maintain and extend facilities for the participation of members of the Club and maintain clubrooms for the use, convenience and enjoyment of the members.
3. To raise funds and accept subscriptions and donations for the purpose of carrying into effect any of the objects of the Club.
4. To establish, develop, manage and improve facilities and amenities.
5. To encourage the involvement of spectators and to provide facilities and amenities for them in the Renmark area.
6. To associate and co-operate and affiliate and enter into arrangements with any other sporting club or association in the Renmark area.
7. To co-operate and affiliate with the Riverland Football League.

**4.0 ATTAINING OBJECTS**

The Club shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objects of the Club.

**5.0 PROPERTY OF THE CLUB**

The Club must apply all property and income of the association towards the promotion of the objects or purposes of the association and no part of that property or income to be paid or otherwise distributed, directly or indirectly, to members of the Club, except in good faith in the promotion of those objects or purposes

**6.0 POWERS OF THE CLUB: (as conferred by Section 25 of the Act).**

* 1. To acquire, hold, deal with, and dispose of any real or personal property;
  2. To open and operate bank accounts;
  3. To invest its money –

1. in any security in which trust moneys may be invested; or
2. in any other manner authorised by the rules of the Club;
   1. To borrow money upon such terms and conditions as the Club thinks fit;
   2. To give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
   3. To appoint agents and employees to transact any business of the Club on its behalf for reward or otherwise;
   4. To build construct erect maintain alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Club
   5. Accept donations and gifts in accordance with the objects of the Club;
   6. Print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Club;
   7. Provide gifts and prizes in accordance with the objects of the Club;
   8. Organise social events for Members and the promotion of the Club; and
   9. To enter into any other contract, the Club considers necessary or desirable.
   10. To make and enforce regulations and by-laws for the more efficient organisation of the Club.
   11. To appoint delegates to represent the Association at Riverland Football League meetings and meetings of other associated bodies.
3. **CUSTODIANS OF ASSETS**

Renmark Rovers Football Club Inc. assets, not limited to, but including buildings and all fixtures, 8 x gaming entitlements, 2 Frank Harding paintings, club trophies and memorabilia in under custodianship of the Executive Board of Management. Ie, President, Vice President, Secretary and Treasurer.

The custodians will field any requests from members, via the board of management at the time, as to the future of any assets. The Custodians must act in the best interest of the Renmark Rovers Football Club Inc. and Members. Nothing can occur without a majority vote ie 3 of the 4 must agree. If this occurs a Special General Meeting will be called and Members will be asked to discuss and vote.

**8. MEMBERS**

**8.1 MEMBERSHIP CLASSES:**

All players, senior or junior, are required to be a member of the Renmark Rovers Football Club to be eligible to play.  In the case of a player being under 18 years of age in the calendar year, their guardian must be a member of the Renmark Rovers Football Club

There shall be the following classes of membership:

1. **Ordinary Members** – being members of the Club who have attained the age of 18 years.
2. **Junior Members** – being those members who have not attained the age of 18 years and whose parent or legal guardian is an ordinary member or life member of the Association.
3. **Family Member** – being a combination of not more than two Ordinary Members and not more than three Junior Members;
4. **Seniors Member** – being an Ordinary Member who is 65 years of age or older.

**8.2 Life Members**

(ii) Played a minimum of two hundred (200) senior (A or Reserves grade) games of football, for the Club.

(ii) Being members who have given exceptional service to the Club and who have been nominated and seconded by members of the Board of Management and have been elected as life members by the Board of Management.

**8.3. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

(a) This constitution forms a contract between each of them and the club and that they are bound by this constitution and the regulations.

(b) They shall comply with and observe this constitution and the regulations and any determination, resolution or policy which may be made or passed by the board or other entity with delegated authority.

(c) By submitting to this constitution and regulations, they are subject to the jurisdiction of the Club, RFL, SANFL and AFL.

(d) The constitution and regulations are necessary and reasonable for promoting the objects and particularly the advancement and protection of Australian Rules Football.

(e) They are entitled to all benefits, advantages, privileges and services of membership of the Club.

**8.4 TERMINATION OF MEMBERSHIP**

* 1. Any person’s membership may be terminated by the following events;
     1. Resignation
     2. Expulsion
     3. a Member’s annual membership fee remains unpaid after 30th April falling due;
  2. The Board of Management shall have the power to suspend or expel any member of the Club for:
     1. any of the events in Item 10.3
     2. False or inaccurate statements made in the member’s application for membership of the Club,
     3. breach of any rule, regulation or by-law of the Club and
     4. by any act detrimental to the Club.
  3. After having undertaken due inquiry.
  4. Any member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose, and the decision of the General Meeting shall be final.
  5. The Board of Management may appoint a judiciary committee to deal with any disciplinary matter referred to it. Such judiciary committee shall operate in accordance with the procedures expressed in the regulations but is subject always to the Act.

**9.0 SUBSCRIPTIONS**

The annual membership subscription (if any) and any fees or other levies payable by members to the club and the time for and manner of payment shall be as determined by the board. Subscriptions shall be renewed from the 1st January each Calendar year and paid by the 30th April in the same Calendar year.

* + 1. Any player subscription who fails to comply with the time or manner of payment of subscriptions by the due date may incur a penalty at the Board of Managements discretion.

(b) All player subscriptions include a membership whether it’s for the player or their guardian. In the case of a guardian having more than 1 player being under 18 years of age in the calendar year, subscriptions will be reduced by the membership fee for any additional player***.***

**10.0 THE BOARD OF MANAGEMENT**

* + 1. The Board of Management shall comprise of the President, a Vice-President, a Secretary, a Treasurer and up to 8 Board Members. The offices of Secretary and Treasurer may be combined, in which case a further Board Member shall be elected.
    2. The members of the Board shall elect the Vice-President of the Club from their number at their first meeting after the Club annual general meeting.
    3. A quorum of the Board of Management shall be half of its members plus one.

**11.0 ELECTION OF THE BOARD OF MANAGEMENT**

1. All members of the board of management shall be elected at the annual general meeting of the association.
2. A retiring Board of Management member shall be eligible to stand for re-election without nomination.
3. A member wishing to stand for election to the Board of Management must be nominated in writing by another member of the Club, which nomination must be delivered to the Secretary not less than 24 hours before the annual general meeting. The nomination shall be signed by the proposer and by the nominee to signify the nominee’s willingness to stand for election.
4. A notice of all persons seeking election to the Board of Management shall be given to all members of the Club at the annual general meeting at which the election is to take place.
5. If only the required number of persons are nominated to fill the existing vacancies, the Secretary shall report accordingly to the annual general meeting and the person presiding shall declare such persons elected as Board of Management members.
6. The election of members of the Board of Management shall be by ballot of those members present at the annual general meeting and a declaration by the President or the substitute at the meeting that a member has been elected shall be conclusive evidence of the fact, without proof of the number of proportion of votes recorded in favour or against the member seeking election. In the event of an equal number of votes recorded in respect of a member seeking election, the president shall have a casting vote in addition to a deliberative vote.

**11.1 Term of Appointment for Elected Members of the Board**

The Members of the Board of Management shall be elected for a term of two years. Subject to provisions in this constitution relating to early retirement or removal of Members of the Board shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following. The Positions of President, Secretary and Treasurer shall only be elected for a one-year term.

**11.2 Casual Vacancies**

(a) Any casual vacancy occurring in the position of director may be filled by the remaining Board Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Board Member’s term under this constitution.

**11.3 DISQUALIFICATION**

A member of the Board of Management of the Club shall become vacant if that member is: -

1. Disqualified by the Act.
2. Expelled under these Rules:
3. Permanently become incapacitated by ill health:
4. Deceased
5. Absent without apology for more than three consecutive meetings of the Board of Management in financial year:
6. Becomes bankrupt or make any arrangement or composition with his/her creditors generally:
7. Has acted in a manner unbecoming or prejudicial to the objects and interests of the Club.
8. Has brought the Club into disrepute
9. Is remove by special resolution

**11.4 Chairperson**

The President shall be the Chair of any meetings held by the Club and its Board of Management. The Chair shall be the nominal head of the Club and will act as Chair of any board meeting or general meeting at which they are present. If the Chair is not able to attend, the Vice President will preside as Chair. If both President and Vice President are unable to attend the Secretary will preside as Chair for meetings

**11.5 Conflict of Interest**

A Member of the Board must declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. Where a conflict of interest is declared, the Member shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. In the event of any uncertainty as to whether it is necessary for a Board Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

**11.6 Disclosure of Interests**

(a) The nature of the interest of a Board Member must be declared at the meeting of the board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the board at the next meeting of the board. If a Board Member becomes aware of an interest in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the Board Member becomes aware of the interest.

(b) All disclosed interests must also be disclosed at the next AGM in accordance with the Act.

**11.7 General Disclosure**

A general notice stating that a Board Member is a member of or has a close affiliation with any specified firm or company and that they have an interest in all transactions with that firm or company is sufficient declaration under clause 10.6. After the distribution of the general notice, it is not necessary for the Board Member to give a special notice regarding any particular transaction with that firm or company.

**11.8 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Member of the Board in accordance with clauses 10.5, 10.6 and/or 10.7 must be recorded in the minutes of the relevant meeting.

**12.0 POWERS OF THE BOARD OF MANAGEMENT**

* 1. The Board of Management shall carry out the day-to-day running of the Club and shall have the power to:
     1. Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
     2. Fix the manner in which such banking accounts shall be operated upon, providing the Board of Management passes all payments;
     3. Fix fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
     4. Adjudicate on all matters brought before it which in any way affect the Club.
     5. Cause minutes to be made of all proceedings at meetings of the Board of Management and General Meetings of members;
     6. Make, amend and rescind rulings and By-laws;
     7. Have the power to form and appoint any subcommittee/s as required for specific purposes;
     8. May at their discretion employ a person or persons to carry out certain duties required by the Club, at salaries or remunerations for such period of time, as may be deemed necessary.
  2. Appoint an officer/s or agent of the Board of Management to have custody of the Club’s records, documents and securities

**13. DELEGATIONS**

**Board May Delegate Functions**

The Board may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the board must take into account broad stakeholder involvement.

**14. COMMON SEAL**

(A rubber stamp on which is engraved the Club’s name)

The common seal of the Club shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or document except pursuant to a resolution of the Board of Management and in the presence of at least the President and two members of the Board, both of whom shall subscribe their names as witnesses.

**15. GENERAL MEETINGS**

(a) The club’s General Meetings shall be held in accordance with the Act and this constitution. It should be held on a date and at a venue determined by the board.

(b) All general meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this constitution.

(c) The Club by its Annual General Meeting shall elect such Patron as it sees fit.

**16. ANNUAL GENERAL MEETING**

* + 1. The Annual General Meeting of the Club must be held within two months of the end of the Club’s financial year.
    2. The Secretary shall give at least fourteen (14) days’ notice of the date of the Annual General Meeting, to members.
    3. All financial members may attend the Annual General Meeting.
    4. The quorum at the Annual General Meeting, shall be a minimum of 25 members. If, at the end of 30 minutes after the time appointed in the notice for the opening of the Meeting, there be no quorum the meeting shall stand and adjourn for one week. At such meeting, refer Adjournment meeting clause 19.2.
    5. The agenda for an Annual General Meeting shall be;
* Opening of Meeting
* Apologies
* Confirmation of Minutes of previous Annual General Meeting
* Presentation of Annual Report
* Adoption of Annual Report
* Presentation of Treasurer’s statement
* Football Operations Report
* General Business
* Election of Member of the Board and appointment of Auditor
* Vote of thanks to outgoing Members of the Board
* Appointment of Auditor
* Appointment of Patron
* Appointment of Public Officer
* Closure

**17. SPECIAL GENERAL MEETINGS**

**17.1 Special General Meetings May Be Held**

The Board of Management may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months’ elapses between AGMs, the board shall convene a special general meeting before the expiration of that period.

**17.2 Requisition of Special General Meetings**

(a) The Board of Management may call a special general meeting of the Club at any time, and shall call an annual general meeting during the month of November in each year.

(b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the members making the requisition. The requisition in writing must be signed by not less than five of the total number of members in the Club.

(c) If the Board does not cause a special general meeting to be held one month after sending the requisition to the club, the members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.

(d) A special general meeting convened by members under this constitution shall be convened in the same manner, or as close as possible, as those convened by the board.

**18. NOTICE OF GENERAL MEETING**

(a) Notice of every general meeting shall be given to every life member and Ordinary member entitled to receive notice. Notices shall be sent to the addresses appearing in the club’s register or where applicable electronic email address. The auditor shall also be entitled to receive notice of every general meeting. This will be sent to the auditor’s last known address. No other person shall be entitled, as of right, to receive notices of general meetings.

**19. BUSINESS**

(a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the board and auditors, the election of directors under this constitution and the appointment of the auditors.

(b) All business that is transacted at a general meeting and at an AGM, with the exception of those matters set down in clause 17(a), shall be special business.

(c) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

**20. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the club no less than fourteen days (excluding receiving date and meeting date) prior to the general meeting.

**21. PROCEEDINGS AT GENERAL MEETINGS**

**21.1 President to Preside**

The President of the Board of Management shall, subject to this constitution, preside as Chair at every general meeting except:

(a) In relation to any election for which the President is a nominee

(b) Where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

**21.2 Adjournment of Meeting**

(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the President. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

(b) The President may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(d) Except as provided in clause 21.2(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

* 1. **VOTING**

1. Voting powers at the Annual General Meeting and General Meetings:
   * 1. The President shall be entitled to a deliberate vote and, in the event of a tied vote, the President shall exercise a casting vote.
     2. Each individual financial member present shall have one (1) vote.
2. Voting powers at Board of Management Meetings;
   * 1. The President shall be entitled to a deliberate vote, and, in the event of a tied vote, the President shall exercise a casting vote.

(ii) Each individual member of the board present shall have one (1) vote.

**21.4 Recording of Determinations**

Unless a poll is demanded under clause 19.4, the President’s declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the club’s book of proceedings.

**21.5 Where Poll Demanded**

If a poll is duly demanded under clause 19.4 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the President directs. The result of the poll shall be the resolution of the meeting.

**22. Proxy Voting**

Proxy voting shall not be permitted at all general meetings.

**23. RECORDS AND ACCOUNTS**

**23.1 Records**

The club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the board). It shall produce these as appropriate at each board or general meeting.

**23.2 Records Kept in Accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. The club shall retain such records for seven years after the completion of the transactions or operations to which they relate.

**23.3 Board to Submit Accounts**

The Board shall submit the club’s statements of account to the members at the AGM in accordance with this constitution and the Act.

**23.4 Accounts Conclusive**

The statements of account, when approved or adopted by an AGM, shall be conclusive except when errors have been discovered within two months after such approval or adoption.

**23.5 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two of the following, the President, Secretary and Treasurer, or in such other manner as the board determines.

**24.** **AUDITOR**

1. The Annual General Meeting shall elect or appoint an Auditor or Auditors.
2. The Auditor/s shall examine and audit all the books and accounts of the Club annually, and have the power to call for all books, papers, accounts, receipts etc., of the Association and report thereon to the Annual General Meeting.

**25. FINANCE:**

1. All funds of the Association shall be deposited into the Club’s accounts at such bank or recognised financial institution as the Board of Management may determine.
2. The Secretary shall not spend more than a set amount Petty Cash without the consent of the Board of Management, and shall keep a record of such expenditure in a Petty Cash Book.
   1. A statement showing the financial position of the Club shall be tabled at each Board of Management Meeting by the Treasurer.
   2. A statement of Income and Expenditure, Assets and Liabilities shall be submitted to the Annual General Meeting. The auditor’s report shall be attached to such financial report.
   3. The financial year of the Club shall commence on 1st October each year. The accounts, books and all financial records of the Club shall be audited each year.
   4. The signatories to the Club’s account/s will be the Treasurer and any one (1) from the following;
3. President
4. Secretary
   1. All property and income of the Club will apply solely to the promotion of the objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

**26. WINDING UP**

(a) Subject to this constitution the Club may be wound up in accordance with the Act.

(c) If upon a winding up of the Club, there remains ‘surplus assets’ within the meaning of the Act, such surplus assets shall be distributed to some other body having similar objects to the Club.

**27. ALTERATION OF CONSTITUTION**

This constitution shall not be altered except by special resolution.

**28. CLUB COLOURS**

The colours of the Association shall be royal blue and white.

**29.0 BY-LAWS**

The Board of Management shall have the power to make such by-laws as it considers appropriate from time to time for the carrying out of the objects of the Club for more efficient co-ordination and management of the business of the Club. The Board of Management may vary or rescind any such by-laws made from time to time as is necessary and shall display such by-laws in a prominent position in the Club clubrooms.

The day to day running of the club shall always remain under the direct control of the Board of Management of the Renmark Rovers Football Club Inc.

**29.1 Current By Laws**

1. Football Policy (appendix 1)

2. Code of conduct (appendix 2)

**30. REGULATIONS**

**30.1 Board to Formulate Regulations**

The board may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the club, the advancement of the purposes of the club and Australian Rules Football in the local area. Such regulations must be consistent with the constitution and any policy directives of the board.

**30.2 Regulations Binding**

All regulations are binding on the club and all members.

**30.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the club in force at the date of the approval of this constitution (as long as such clauses, rules/by-laws and regulations are not inconsistent with or have been replaced by, this constitution) shall be deemed to be regulations and shall continue to apply.

**30.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to regulations shall be advised to members by means of bulletins approved by the board and prepared and issued by the club. The club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.

**31. STATUS AND COMPLIANCE OF CLUB**

**31.1 Recognition of Club**

The Club is a member of the regional and/or state bodies for Australian Rules Football and is recognised by those bodies as the entity responsible for the delivery of Australian Rules Football in the local area and is subject to compliance with this constitution. The regional and/or state bodies’ constitutions shall continue to be so recognised and shall administer Australian Rules Football in the local area in accordance with the objects.

**31.2 Constitution of the Club**

This constitution will clearly reflect the objects of the region and state bodies for Australian Rules Football and will conform to the constitutions of those bodies, subject always to the Act.

**31.3 Region and SANFL**

The club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by special resolution.

**32. NOTICE**

(a) Notices may be given by the Club to any person entitled under this constitution to receive any notice. The notice can be sent by post or where available, by electronic mail to the member’s registered address. In the case of a delegate, the notice can be sent to the last recorded address, or electronic mail address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, and posting the notice. Service of the notice is deemed to have been effected three days after posting.

(c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

**33. INDEMNITY**

(a) Every Board Member and employee of the club will be indemnified out of the property and assets of the club against any liability incurred by them in their capacity as Board Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The club shall indemnify its Board members and employees against all damages and losses (including legal costs) for which any such Board Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

(c) In the case of a Board Member performed or made while acting on behalf of and with the authority, express or implied, of the club

(id) In the case of an employee, performed or made in the course of, and within the scope of, their employment by the club.

**34. AUTHORITY TO TRADE**

The Club is authorised to trade in accordance with the Act.