

# RULES OF GLENROY FOOTBALL CLUB INC.

## STATEMENT OF RULES

### **1 NAME OF CLUB**

The name of the Club shall be GLENROY FOOTBALL CLUB INC.

### **2 DEFINITIONS**

In these Rules, unless inconsistent with the context:

- 2.1 the singular includes the plural;
- 2.2 the masculine includes the feminine;
- 2.3 "Act" means the Associations Incorporation Reform Act 2012 or any amendment or re-enactment thereof;
- 2.4 "Club" means GLENROY FOOTBALL CLUB INC.
- 2.5 "The Commission" means the Liquor Licensing Commission;
- 2.6 "Member" means, when used without qualification, a person admitted to any of the several categories of membership of the Club;
- 2.7 "Committee" means the Committee of Management of the Club;
- 2.8 "Premises" means any building occupied by the Club for the legitimate purposes of the Club;
- 2.9 "Liquor Control Reform Act" means the Liquor Control Reform Act 1998 or any amendment or re-enactment thereof.

### **3. INTERPRETATION OF RULES**

- 3.1 Any question of interpretation which arises under these Rules or a by-law of the Club shall be resolved by the Committee.

## **4 CLUB FACILITIES**

4.1 The facilities of the Club shall be provided and maintained from the joint funds of the Club.

## **5 SOURCE OF FUNDS**

5.1 The funds of the Association shall be derived from entrance fees, annual subscriptions, donations and such other sources as the Committee determines.

## **6 FINANCIAL ACCOUNTS**

6.1 Correct accounts and books shall be kept showing the financial affairs of the Club and particulars usually shown in books of account of a like nature.

6.2 The accounts and books shall be available for inspection by members.

6.3 All cheques shall be signed by two members of the Committee.

## **7 MEMBERS REGISTER**

7.1 The Secretary shall keep on the premises a register of members setting out in full the name and address of every member and the date of the latest payment of each member of his subscription.

7.2 The register of members shall be open at any time to the inspection of a licensing inspector in whose division the licensed premises are situated and any authorised member of the Police Force.

## **8 COMMISSION FOR LIQUOR SUPPLIED**

8.1 No Secretary, Manager or other officer or servant of the Club shall receive any payment or part payment by way of an allowance or commission from or upon the receipts of the Club for liquor supplied.

## **9 SUPPLY OF LIQUOR TO MEMBERS**

9.1 No person under 18 years of age shall be supplied with liquor on the premises unless he is accompanied by his spouse, parent or guardian and the liquor is supplied for consumption as part of a meal supplied on the premises.

9.2 The supply of liquor to the Club shall be under the control of the Committee which shall control the Club in good faith as a Club in an orderly manner and in compliance with the provisions of the Liquor Control Reform Act.

## **10 MANAGEMENT OF CLUB**

10.1 The business and affairs of the Club shall be under the control and management of the Committee. The Committee in office at the time of adoption of the Statement of Rules shall remain in office until the next General Meeting. Each person shall be eligible for re-election.

## **11 GENERAL COMMITTEE MEMBERS**

11.1 The Committee shall consist of the President, Vice-President (2), 1 Senior, 1 Junior, Honorary Secretary, Honorary Treasurer and one Ordinary Member from each representative sport, i.e. Senior Football, Cricket, Junior Football and any other sport of recreation the club participates in to a maximum number nominated by the Committee.

## **12 OFFICERS OF CLUB**

The officers of the Club shall be –

12.1 President

12.2 2 Vice-President

12.3 Treasurer

12.4 Secretary

## **13 EXECUTIVE OF THE CLUB**

13.1 The Executive of the Club shall consist of the President, Vice-President, Secretary (unless the Secretary is an employee of the Club) and Treasurer.

13.2 The Committee at the first meeting after their election or re-appointment and until so elected the President or other most senior office-holder shall act as President of the Club.

## **14 TERM OF OFFICE**

14.1 Each Committee person shall hold office for one year and shall be eligible for re-election. If there is a vacancy in the Committee, the same can only be filled by an election.

## **15 COMMITTEE ELECTIONS**

15.1 If there are more candidates than vacancies an election shall be held and if there are not more candidates than vacancies the candidates shall be declared elected. The name and address of candidates for election shall be displayed in a conspicuous place in the Club premises for not less than one week before the date of the election.

15.2 If there are no candidates for election three retiring members(s) of the Committee shall be deemed re-elected.

## **16 MEMBERS ELIGIBLE TO VOTE**

16.1 Members eligible to vote shall be Life Members and Ordinary Members who shall equal in total not less than sixty per centum of the total membership of the Club excluding Honorary Members, Student Members, Temporary Members, Reciprocal Members and members whose rights are limited to rights of Social Members.

## **17 TEMPORARY COMMITTEE VACANCY**

17.1 If there is a vacancy amongst the office-bearers the same may be filled by the President and the person filling the vacancy shall hold office until the next Annual General Meeting following the date of appointment.

## **18 ABSENCE FROM COMMITTEE MEETINGS**

18.1 Any member of the Committee who is absent from three consecutive meetings of the Committee without leave of absence being granted or without reasonable cause or who is guilty of a breach of the rules or a by-law of the Club which is not remedied or excused or who ceases to be a member shall forfeit his position on the Committee.

## **19 COMMITTEE MEETINGS**

19.1 The Committee shall hold periodical meetings and minutes of all resolutions and proceeding of the Committee shall be recorded in a book provided for that purpose.

## **20 SPECIAL COMMITTEE MEETINGS**

20.1 A special meeting of the Committee shall be held if the President or 3 members of the Committee request in writing that such a meeting be held. The meeting shall be held as soon as possible after the request provided that in the absence of agreement by a majority of the Committee to the contrary at least 3 days' notice is given and shall consider only those matters for which it was specifically requested. The notice of such meeting may be given by telephone, facsimile or in person.

## **21 COMMITTEE MEETINGS - QUORUM**

21.1 Four members shall form a quorum for committee meetings and if after a lapse of 30 minutes from the scheduled commencement no quorum is present the meeting shall stand adjourned until a date and time fixed by the President and those members present at the adjourned meeting shall constitute a quorum.

## **22 COMMITTEE POWERS**

The Committee shall have the power to:

22.1 make, amend and rescind by-laws for the good conduct of the Club in accordance with the Rules and the Act;

22.2 lend moneys to one or more members of the Club only after obtaining the approval by the majority of three-fifths of the members entitled to vote at an Annual General Meeting or a Special General Meeting convened for such purpose;

22.3 establish sub-committees consisting of members of the Committee and/or other members;

22.4 refer any matter to a sub-committee for comment;

22.5 act on any recommendations made by a sub-committee;

22.6 receive, hear and determine complaints;

22.7 impose fines not exceeding \$200.00 on members;

22.8 enter into contracts of employment with other persons on behalf of the Club;

22.9 authorise subject to the provisions of Clause 4 of the Statement of Purposes payment to the Executive Secretary or Treasurer of any annual honorarium for work performed by them;

24.10 generally conduct and superintend the business of the Club; and

24.11 make recommendation to a General Meeting of the members that money be borrowed for any special purposes pertaining to /club matters and particular by the issue of debentures charged upon any or all of the Club's property both present and future and to proceed with borrowing such money under the conditions approved at such a General Meeting.

## **23 CASUAL COMMITTEE VACANCY**

23.1 If a casual vacancy occurs on the Committee and it is desired to fill that vacancy before the next Annual /general meeting of members, nominations for election to fill the vacancy shall be filled at a Special General Meeting of members convened for that purpose and of which at least 21 days notice has been given.

23.2 A member elected to fill a vacancy shall hold office for such period as the member whose retirement or dismissal caused such a vacancy would have served.

23.3 A casual vacancy in the Executive may be filled by the Committee.

## **24 COMMITTEE ROLES**

## 24.1 PRESIDENT

24.1.1 The President shall chair all meeting of the Club and the Committee and any sub-committees of which he is a member. In the absence of the President, the Vice-President or next most senior member of the Committee shall be the President.

24.1.2 The President shall have a vote and a casting vote in the case of equality of votes.

## 24.2 SECRETARY

24.2.1 The Secretary shall keep the minutes of all meeting, conduct the Club's correspondence, give notice of meetings as required, officiate as returning officer if required and comply with all proper directives of the Committee.

## 24.3 TREASURER

24.3.1 The Treasurer shall receive all moneys payable to the Club and comply with the provisions of Rule 6.

24.3.2 The Treasurer shall prepare and submit to the Committee regular financial reports on the operations and financial position of the Club.

24.3.3 The Treasurer shall prepare, or engage a person qualified to do so, the Club's Annual Financial Report in accordance with *Section 7 of the Associations Incorporation Regulations 1998*.

# 25 SUB-COMMITTEES

25.1 The Committee at its first meeting after the Annual General Meeting may appoint such sub-committees as it sees fit and the members of any sub-committee shall hold office for 12 months.

25.2 No sub-committee shall deal with any business other than that delegated to it by the committee.

25.3 A sub-committee shall report to and may advise the Committee but shall take no other action except at the direction of the Committee.

# 26 AUDITORS

26.1 The Committee of the Club shall appoint as the Club's auditor a firm or person who meets the requirements of Section 30B (1) and Section 30B (2) of the Associations Incorporation Reform Act 2012.

26.2 The appointed Auditor shall audit the accounts and annual financial statements of the Club. The Auditor shall provide a written report on the audit for consideration by members prior to the Annual General meeting.

26.3 The members of the Club at a General Meeting may terminate a person's appointment as auditor at any time.

## **27 FINANCIAL YEAR**

27.1 The financial year of the Club shall commence on the 1<sup>st</sup> day of October in each year and terminate on the 30<sup>th</sup> day of September in the following year.

## **28 MEMBERSHIP**

The membership categories of the Club shall be:

1. Life Members;
2. Ordinary Members;
3. Honorary Members;
4. Student Members;
6. Junior Members;
7. Social Members; and
8. Such other category or categories of members with such rights and conditions as may be adopted by the Committee from time to time.

28.1 Life Members shall be elected by the Club from time to time; such persons to have served a minimum of 10 years service in the promotion of the Club's objectives. Election of such members shall be at the Annual General meeting by a three-fourths majority on prior recommendation by the committee. Such members' names shall be displayed in the Clubrooms. No more than two Life Members shall be elected in any one year. Life Members shall be entitled to all the privileges of membership of the Club without further payment of any subscription or levy.

28.2 An ordinary Member is a person over the age of 18 years who has been duly elected and who has paid an entrance fee (if any) plus an annual subscription determined by the Committee payable yearly in advance during the month appointed by the Committee in each year.

28.3 Persons possessing the following qualifications shall be eligible for election as an Honorary Member:



28.3.1 members of any club which is competing against the Club on a particular day shall be eligible for election as an Honorary Member of the Club for the day; and

28.3.2 officials of the regional, state or national body with which the Club is affiliated.

28.4 The number of Honorary Members shall be determined at the discretion of the Committee and shall be entitled to such rights or entitlements as directed by the Committee.

28.5 No temporary or Honorary Member shall be eligible to attend or vote at any meeting of the Club or to oppose or second any person for the Committee of the Club.

28.6 A Junior Member is a person under the age of 18 years who is elected as such for the purposes of using the sporting facilities of the Club who has been duly elected and who has paid an entrance fee (if any) plus an annual subscription determined by the committee payable yearly in advance during the month in each year determined by the Committee. A Junior Member shall not be entitled to enter the licensed area of the Club except under conditions approved by the Liquor Control Reform Act. A Junior Member shall not be entitled to attend and vote at any meeting of the Club.

28.7 A Social Member is a person over the age of 18 years who has been elected to the Club as such and who pays an annual subscription and entrance fee (if any) determined by the Committee. A Social Member shall have such privileges and be entitled to such restrictions as determined by the Committee.

28.8 A Student Member is a person over the age of 18 years who is a full-time student who has been elected as such and who pays an annual subscription and entrance fee (if any) determined by the Committee. A Student Member shall be entitled to all privileges of the Club.

28.9 A person awaiting election for membership may be elected an Honorary Member of the Club. Any two members of the Committee or their nominees shall constitute an election Committee for the purposes of this rule. The name and address of each of each Honorary Member and of the members of the Committee by whom they are elected shall be entered at the time of their election in a book to be kept for that purpose.

28.10 The Committee of the Club may grant reciprocal rights to the members of another club upon such terms and conditions as the Committee thinks fit.

28.11 The amount of entrance fees and annual subscriptions for each category of members shall be fixed by the Committee.

28.12 No person shall be allowed to become an Honorary Member of the Club or be relieved of the payment of the regular subscription except those

possessing certain qualifications defined in these Rules and subject to conditions and regulations prescribed therein.

28.13 Subject to any direction of the Committee to the contrary, Life and Ordinary Members shall at all times have priority in the use of the facilities of the Club.

## **29 ELECTION TO MEMBERSHIP OF CLUB**

29.1 Every candidate for membership of the Club, other than Honorary Membership, shall be recommended by at least one member.

29.2 A dated application for membership shall be in writing in the form set out in Appendix 1 and shall be signed by the proposed member and the existing Club member accepting the application.

29.3 Every completed application form shall be delivered to the Secretary who shall record the date of application in the register of proposed new members.

29.4 The Secretary shall display a listing of proposed new members on the Club's noticeboard in a conspicuous place in the Club premises for at least 7 days immediately prior to the Committee meeting at which the nomination is to be considered.

29.5 A person shall be elected to membership of the Club, other than Honorary Membership, on the vote of at least 2 Committee persons and the Secretary shall keep a record of the number of members voting. Any person not so elected shall be so advised in writing by the Secretary.

29.6 Upon payment of the appropriate entrance fee, subscription and levy (if any), an elected person shall be enrolled as a member of the Club in the category of membership to which the person is elected. That person shall be entitled to the privileges and be liable to the obligations of membership applicable to that category of membership.

29.7 The Committee may direct the Secretary to remove from the books of the Club the name of any member whose annual subscription is not paid within the time stipulated by the Committee in any year.

## **30 LEVIES**

30.1 The Committee may from time to time impose a levy on members other than Life Members and Honorary Members of a sum or sums not exceeding in the aggregate \$20.00 in any financial year. The Committee may

seek the approval of a General Meeting of members to impose a higher levy at any time.

## **31 DISCIPLINE, SUSPENSION AND EXPULSION OF MEMBERS**

31.1 If the Committee is satisfied that any member has knowingly infringed the rules or any by-laws of the club or has otherwise been guilty of conduct prejudicial to the interests of the Club, the committee may:

- 31.1.1 caution and/or reprimand the member;
- 31.1.2 fine the member a sum not exceeding \$200.00 for each offence;
- 31.1.3 suspend the member from the privileges of the Club for a period not exceeding 3 months; or
- 31.1.4 expel the member.

31.2 Before the Committee can suspend or expel a member that member shall be given reasonable notice of the charge against him and shall be afforded the opportunity to make a written or verbal submission to the Committee.

31.3 A member who is suspended or expelled may by notice in writing as hereinafter provided require the Committee's decision to be reviewed at a General Meeting called for that purpose and the member shall be entitled to make further written or verbal submissions to the members at the meeting which shall by resolution affirm, vary or overturn the decision of the Committee. Such General Meeting shall be convened by the Committee not later than one month after service of such notice.

31.4 Any member whom the Committee has determined to expel shall remain a member under suspension for a period of seven days thereafter. If upon the expiration of the said period he shall have failed to give notice in writing to the Secretary requiring the Committee's decision to be reviewed at a General meeting as aforesaid he shall thereupon cease to be a member but if he shall have so given notice as aforesaid he shall continue to be a member under suspension until the resolution of the said general Meeting as aforesaid. Upon any such member ceasing to be a member the Secretary shall forthwith remove his name from the books of the Club.

31.5 No member under suspension shall be entitled to exercise any of the rights and privileges of the Club during the period of his suspension.

## 32 DISPUTES AND MEDIATION

32.1 The grievance procedure set out in this rule applies to disputes under these Rules between:

32.1.2 a member and another member; or

32.1.2 a member and the Association.

32.2 The parties to the dispute must 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.

32.3 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.

32.4 The mediator must be:

32.4.1 a person chosen by agreement between the parties; or

32.4.2 in the absence of agreement:

32.4.2.1 in the case of a dispute between a member and another member, a person appointed by the committee of the Association; or

32.4.2.2 in the case of a dispute between a member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).

32.5 A member of the Association can be a mediator.

32.6 The mediator cannot be a member who is a party to the dispute.

32.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

32.8 The mediator, in conducting the mediation, must:

32.8.1 give the parties to the mediation process every opportunity to be heard; and

32.8.2 allow due consideration by all parties of any written statement submitted by any party; and

32.8.3 ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

32.9 The mediator must not determine the dispute.

32.10 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Associations Incorporation Act or otherwise at law.

## **33 RESIGNATION OF MEMBERSHIP**

33.1 A member may resign from membership of the Club by delivering to the Secretary notice in writing of his resignation and the Secretary shall then remove the member's name from the books of the Club.

33.2 A person shall cease to be a member when his name is removed from the books of the Club in accordance with Clauses 31.4 and 33.1 but shall remain liable for all amounts payable by him up to the date of such suspension.

33.3 A member who resigns or is expelled or suspended shall not be entitled to any refund of money already paid by him to the Club whether by way of entrance fee, subscription or levy.

33.4 A person who is elected a member, having previously resigned from the Club, may be required by the Committee to pay a further entrance fee.

## **34 GENERAL MEETINGS**

34.1 The Annual General Meeting of members shall be held within 3 months of the 30<sup>th</sup> of September on such a date as the Committee thinks fit.

34.2 The business of the Annual General Meeting shall be:

34.2.1 receive and adopt the minutes of previous Annual General Meeting;

34.2.2 President's address – outlining report of Committee for preceding year;

34.2.3 receive and approve the annual financial reports prepared in accordance with Section 30 (3) of the Act;

34.2.4 declare elections of office-bearers and Committee; and

34.2.5 transact any other business provided for by the Rules of the Club.

34.3 No business other than that set out in the notice convening the meeting shall be transacted at the meeting.

34.4 Copies of the Annual Financial Statements and Auditor's Report shall be available on the premises for inspection by members from the time that notice of the Annual General Meeting is sent to members.

34.5 A member desiring to bring any business before a meeting may give notice of that business in writing to the Secretary who shall include that business in the notice calling the next General meeting after the receipt of the notice.

34.6 The Committee shall convene a Special General Meeting of members whenever it thinks fit or on requisition signed by at least 50 members who are entitled to vote clearly stating the purpose of the meeting. At least 21 days' notice shall be given of a Special Meeting of members.

## **35 NOTICE OF GENERAL MEETINGS**

35.1 The Secretary of the Club shall at least fourteen days before the date fixed for holding of a General Meeting of the Club cause to be sent to each member entitled to attend and vote a notice advising the member of the date, time and place of the meeting and the nature of the business to be transacted at the meeting.

35.2 Where a special resolution is proposed for a General Meeting, then notification must be sent at least twenty-one days before the date fixed for that meeting.

35.3 The notice of a General Meeting shall be sent electronically by the Secretary to the email address provided by the member for the purposes of such notification and as recorded in the register of members. In the absence of such an email address, a letter of notice shall be sent to the postal address of the member as recorded in the register of members.

## **36 GENERAL MEETINGS - QUORUM**

36.1 The quorum required at the Annual General Meeting or a Special General meeting shall be 20 members who are entitled to vote or 10% of the total number of members entitled to vote whichever is the lesser number. Members are entitled to vote by proxy. The member must appoint another

member as proxy in writing and send such notification to the Secretary twenty four hours prior to the general meeting.

36.2 In the case of a Special General Meeting, if a quorum is not present within 30 minutes from the scheduled commencement, the meeting shall stand adjourned to a date and time fixed by the President and if no quorum is then present the meeting shall be abandoned and the business of the meeting shall be dealt with by the Committee.

36.3 In the case of the annual General Meeting, if a quorum is not present within 30 minutes from the scheduled commencement, the meeting shall be adjourned to the same time and day of the following week and the members then present shall constitute a quorum.

## **37 GENERAL MEETINGS - VOTING**

37.1 All voting will be by a show of hands except when a ballot is demanded by a majority of those entitled to vote or where the vote is to select a Committee member.

37.2 Election of office-bearers and Committee members will be by ballot.

37.3 Each member entitled to vote shall have one ordinary vote only. The President shall have a second or casting vote.

37.4 The Committee may appoint a returning officer who shall count the votes at an election and declare the result of the voting. The returning officer may adopt such procedures as to him are appropriate to conduct the ballot and count the voting.

## **38 GENERAL MEETINGS - ELECTION OF OFFICERS**

38.1 Nomination of candidates for election as officers or members of the Committee:

38.11.1 shall be made in writing, signed by two members of the Club and accompanied by the written consent of the candidate which may be endorsed on the form of nomination; and

38.11.2 shall be delivered to the Secretary of the Club not less than seven days before the date fixed for the holding of the Annual General Meeting.

38.12 If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

38.13 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

38.14 If the number of nominations received exceeds the number of vacancies to be filled, a ballot shall be held.

38.15 A ballot for the election of officers and ordinary members of the Committee shall be conducted at the Annual General Meeting in such usual and proper manner as the Committee may direct.

38.16 A person may only stand for one position on the Committee.

## **39 VISITORS**

39.1 A visitor shall be entitled to enter and remain on the premises in the company of a member who shall enter the name and address of the visitor in a book kept on the premises for that purpose.

39.2 The Committee shall determine the terms and conditions under which members can sign in visitors to the Club.

39.3 A visitor's behaviour on the premises shall be the responsibility of the introducing member who may be disciplined by the committee for the behaviour of the visitor.

39.4 The Committee, Club Manager or his representative shall have the right to exclude or evict any visitor or member whose behaviour on the premises is or has at any time been considered by the Committee, the Club Manager or his representative as objectionable or prejudicial to the interests of the Club.

39.5 A visitor shall not be supplied with liquor on the club premises unless the visitor is accompanied by a member.

## **40 AMENDMENT TO RULES AND STATEMENT OF PURPOSES**

40.1 No amendment shall be made to the Statement of Purposes or Rules other than at the Annual General Meeting or at a Special General Meeting called for that purpose and passed by a 75% majority of voters registered in person or by proxy.

40.2 For so long as the Club is licensed by the Liquor Licensing Commission, the Secretary of the Club shall within 14 days from the making of any amendment or alteration in the rules of the Club forward to the Registrar of the Commission a certified copy of every such amendment or alteration.



40.3 Notwithstanding anything to the contrary herein contained the Committee upon the advice of the Club's legal advisers may in connection with any proceedings before the Commission make such amendment or amendments of these Rules as may be required to comply with the Liquor Control Reform Act or any requirement, direction, submission or policy of the Commission. Any such amendment shall unless otherwise determined by the Committee take effect forthwith and the Committee shall cause a copy of such amendment or amendments to be displayed in a conspicuous position in the Club premises within seven days after the making thereof.

## **41 DISSOLUTION**

41.1 If the number of members (other than Associate Members) falls below thirty, or if the Committee resolves that the Club should be dissolved, the Committee shall call and give 21 days' notice of a Special General meeting at which the question of dissolution shall be put.

41.2 For the Club to be dissolved, three-quarters of the members at the Special General meeting must support the motion of dissolution.

41.3 If upon the winding-up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club but shall be given or transferred to some institution or institutions having purposes similar to the purposes of the Club and whose constitution shall prohibit the distribution of its income and property amongst its or their members to an extent at least as great as that as is imposed on this Club. Such institution or institutions to be determined by the members of the Club at or before the time of dissolution and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

## **42 COMMON SEAL**

42.1 The Common Seal of the Association shall be kept in the custody of the Secretary.

42.2 The Common Seal shall not be affixed to any instrument except by the authority of the Committee and the affixing of the Common Seal shall be attested by the signatures either of two members of the Committee or of one member of the Committee and of the Public Officer of the Association.

## **43 COLOURS**

43.1 The colours of the Club shall be red and white and shall be worn by all teams representing the Club in competitive sports.

## **44 GROUND**

44.1 The home ground of the Club shall be Sewell Reserve, Glenroy, subject to the conditions, rules and regulations of the governing regulatory bodies. (ie. Moreland City Council).

These are the current Rules of GLENROY FOOTBALL CLUB INC as amended at the 2012 Annual General Meeting of Members held at J F Ward Pavilion at Sewell Reserve, Glenroy on Wednesday 5<sup>th</sup> December 2012.

Fiona Murphy

Public Officer of the Association

Appendix 1

**Application for membership of  
GLENROY FOOTBALL CLUB INC.**

I,  
.....  
...

(Full name of Applicant)

of  
.....  
.....

(Address)

..... desire to  
become a

(Occupation)

..... Member of **GLENROY FOOTBALL CLUB  
INC.**

I enclose the sum of \$ being the membership fee payable.

Upon my admission as a member, I agree to be bound by the Rules of the Association for the time being in force which pertain to the relevant class of membership.

.....

Signature of Applicant

.....

Date

I, ....., a member of the  
Association, (Name)

Nominate the applicant for membership of the Association.

.....

Signature of Proposer

.....

Date

# **ASSOCIATIONS INCORPORATION ACT**

## **GLENROY FOOTBALL CLUB INC.**

### **STATEMENT OF PURPOSES**

1. The name of the incorporated association is **GLENROY FOOTBALL CLUB INC.** (“the Club”)

2. THE PURPOSES OF THE CLUB ARE:

2.1 To promote, manage and encourage the sports of Australian Rules Football, cricket, basketball and any sport not being a sport in which animals participate with every endeavour to promote healthy recreation for the members;

2.2 to purchase, lease or otherwise acquire land with all accessories necessary for the purposes of the Club;

2.3 to construct, establish, provide, furnish and maintain such buildings, arenas, sporting, entertainment or recreational facilities as the Club may determine from time to time;

2.4 generally do or take part in any matters conducive or ancillary or incidental to this Statement of Purposes or any of them; and

2.5 in the event of doubt, uncertainty or dispute concerning this Statement of Purposes or any matter relevant thereto, they shall receive a wide and liberal interpretation;

3. POWERS

Solely for the purpose of furthering the purposes set out above, the Club shall have power as follows:

3.1 the powers of a natural person, including the powers given by the Associations Incorporation Act but subject at any limitations imposed by that Act;

3.2 to indemnify any person for any loss or damage incurred as a result of having on behalf of the unincorporated association become liable to pay any amount by way of damages or otherwise;

3.3 to subscribe to, become a member of and cooperate with any other associations, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club;

3.4 to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Club or persons requesting the Club's premises;

3.5 to provide, social, dining and entertainment activities and facilities for its members;

3.6 to acquire and maintain suitable premises and facilities for the proper functioning of the Club;

3.7 to promote friendship and sociability amongst its members and to that end to apply for, hold and renew any licence, permit or authority under the Liquor Control Reform Act or any amendment or re-enactment thereof;

3.8 to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any of the purposes of the Club provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts;

3.9 to enter into any arrangements with any government or authority that are incidental or conducive to the attainment of the purposes and the exercise of the powers of the Club, to obtain from any such government or authority any rights, privileges and concessions which the Club may think is desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

3.10 to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club;

3.11 to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests and to contribute to, subsidise or otherwise assist and take part in the construction,

improvement, maintenance development, working, management, carrying out, alteration or control thereof;

3.12 to invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit;

3.13 to take or otherwise acquire and hold shares, debentures or other securities of any company or body corporate;

3.14 to lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate;

3.15 to borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock, perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Club's property or assets present or future and to purchase, redeem or pay off any such securities;

3.16 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

3.17 to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the club;

3.18 to take or hold mortgages, liens or charges, to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others;

3.21 to take any gift of property whether subject to any special trust or not, for any one or more of the purposes of the Club;

3.22 to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club in the shape of donations, annual subscriptions or otherwise;

3.23 to print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its purposes;

3.24 to amalgamate with any one or more incorporated associations having purposes altogether or in part similar to those of Club;

3.25 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the club is authorised to amalgamate;

3.26 to transfer all or any part of the property, assets liabilities and engagements of the Club to any one or more of the incorporated associations with which the Club is authorised to amalgamate;

3.27 to make donations for patriotic, charitable or community purposes; and

3.28 to do all such other things as are incidental or conducive to the attainment of the purposes and exercise of the powers of the Club.

#### 4 INCOME AND PROPERTY

4.1 the income and property of the Club shall be applied solely towards the promotion of the purposes of the Club and no portion shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise or any member of the Club or any person claiming through any such member provided that nothing shall prevent the payment in good faith or remuneration to any officers or servants of the Club to any member in return for any services actually rendered to the Club or the repayment of moneys advanced by any member to the Club or the payment of interest on money loaned to the Club; and

4.2 subject to the provisions of 4.1 (if applicable), no member shall receive a greater profit, benefit or advantage from the Club than that to which any member is entitled.