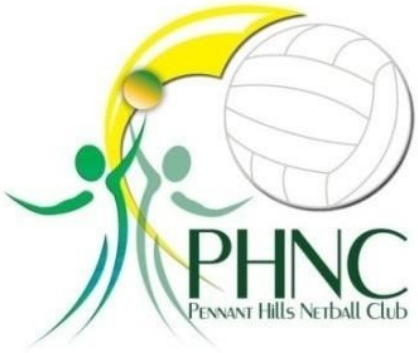



## PENNANT HILLS NETBALL CLUB INCORPORATED

# CONSTITUTION

Updated December 2024

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## 1. TITLE

The name of the "Club" shall be the Pennant Hills Netball Club Incorporated (hereinafter referred to as 'the Club').

## 2. COLOURS

The Club's colours shall be predominantly bottle green, gold and white.

## 3. COMMUNICATIONS

Communications for the Club shall be c/- the address of the Secretary.

## 4. OBJECTIVES

The objectives of the Club shall be:-

a. to further the interests of its Members and promote and control the game of netball within the Club;
b. to promote, co-ordinate and control teams registered with the Club;
c. to affiliate with and support the Hills District Netball Association and to abide by the constitution and rules and by-laws of the HDNA and Netball NSW;
d. to mediate and represent any club teams involved in any disputes connected with netball within the area controlled by the HDNA;
e. to apply the assets and income of the Club solely in furtherance of its above mentioned objectives.

## 5. SPONSORS

The Club may from time to time accept sponsors for financial support in return for agreed publicity.

## 6. MEMBERSHIP

a. The Club is the controlling body for amateur netball played by its Members and its authority shall be recognised by all Members who shall adopt and obey the Constitution and By-Laws of the Club.

b. All Ordinary and Junior Members (as defined by NSW Netball Association Limited) shall be amateurs as defined by the Constitution of the International Federation of Netball Associations.

c. Membership is open to:

   i. Ordinary Members of NSW Netball Association Limited

   ii. Junior Members of NSW Netball Association Limited

   iii. Non-Playing Members of NSW Netball Association Limited

   iv. Any other person who can be a member of NSW Netball Association Limited to play netball in New South Wales.

   v. Life Members

d. Definition of Members

   i. Ordinary, Junior, Non-Playing and other Members will be as defined by NSW Netball Association Limited

   ii. Life Members:

   - Any person may be elected as a Life Member of the Club in recognition of outstanding service to the Club for a period of at least seven (7) years, with at least five (5) of these years being a part of the Executive Committee.
   - Life Members will be entitled to attend all Club meetings.
   - The Club will pay the annual membership subscription for each Life Member while they are affiliated with the Club.

## 7. FEES, SUBSCRIPTIONS ETC

The fees, subscriptions etc to be paid by Members shall be determined by resolution of the Executive Committee prior to registration for the season.

## 8. MEMBERS LIABILITY

The liability of a Member of the Club to contribute towards the payment of the debts and liabilities of the Club or the cost, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the Member in respect of their membership of the Club.

## 9. CLUB ORGANISATION

a. i) The following office bearers form the Executive Committee (hereinafter called 'the Executive'):

- President
- Secretary
- Minute Secretary
- Treasurer
- Umpiring Convenor
- Registrar
- Grading Co-ordinator
- Equipment Officer
- Uniform Officer
- Two (2) Hills Delegates
- Senior Co-ordinator

ii) The following office bearers form the non-executive Committee (hereinafter called 'the Non-ex Committee'):

- Special Projects Officer
- Media Officer
- Assistant Registrar

b. Any vacancy on the Executive shall be filled by a nominee from the Club. A vacancy shall be deemed to have occurred in respect of any Executive Member who has, without leave of the Executive, failed to attend two consecutive meetings without explanation.

c. The Executive shall be responsible for the execution of the objectives of the Club and, without in any way limiting this responsibility, shall have power to:
    i. control and manage the affairs of the Club
    ii. control the funds of the Club and for that purpose to open and operate banking accounts, to acquire real and personal property of all descriptions and to sell or otherwise dispose of it
    iii. ensure that the Club abides by the Constitutional and By-Law requirements of the HDNA.
d. The Executive may take disciplinary action pursuant to the Constitution against any Member of the Club. The Member concerned shall have the right to appeal within seven (7) days of the date of notification of the disciplinary action.
e. No Office Bearer shall be entitled to receive remuneration for any services as such except by way of reimbursement for expenses incurred on behalf of the Club.
f. The Umpires Convenor can at his/her discretion form a sub-committee to assist in the overseeing of umpires, including coaching, examinations, rosters and liaison with HDNA. The sub-committee size will be determined by the Umpires Convenor from year to year.
g. The Grading Co-ordinator can at his/her discretion form a sub-committee to assist in the overseeing of the grading of players and ensure the Club's Grading Policy (Appendix A) is adhered to. The sub-committee size will be determined by the Grading Co-ordinator from year to year.

## 10. TEAM MANAGERS

a. Each team shall appoint a manager to act as liaison between the Executive and the team.
b. The duties of the managers shall include:
    i. attendance at nominated meetings
    ii. relaying of information between the Executive and the team members and families
    iii. Other duties as defined in Appendix B.

c. Persons appointed as managers of a team shall assume that position at the commencement of the season and shall hold that position for the ensuing season and are members of the general committee for that calendar year.

d. Notwithstanding the provisions of clause c) a team has the right to withdraw a manager and appoint another manager in that person's place after consultation with the Executive.

## 11. MEETINGS

a. The President shall take the chair at all meetings. In the President's absence, the chair will be taken by a nominated Executive person.

b. If no quorum is present 30 minutes after the time fixed for the commencement of a meeting, it shall be adjourned to such time and place as the Chairperson shall decree. The Secretary shall give notice of such meeting to each relevant Member.

c. Each Member shall have one (1) vote. Votes shall be taken in such manner as the Chairperson shall direct, except that a secret ballot shall be taken if any Member requests it.

d. In the case of an equality of votes, the President shall, in addition, have a casting vote. In the President's absence the nominated chairperson shall have the casting vote.

e. Executive Committee Meetings.

    i. The Committee should meet at least 3 times per year, at a time and place advised by the Secretary.

    ii. A quorum for Executive Committee meetings shall consist of at least one half of the members of the Committee.

f. General Committee Meetings.

    i. The General Committee shall meet at least once per year at a time and place as advised by the Secretary.

    ii. A quorum for General Committee Meetings shall consist of at least one half of the members of the Executive plus five Members.

    iii. At each meeting each member present shall sign an attendance book and shall state therein the position they hold (if any).

iv. All correspondence should be received by the Club Secretary by 5pm on the day prior to the meeting to be eligible for consideration.

v. Order of business of General Committee Meetings shall be:

1. Apologies
2. Confirmation of minutes of the previous meeting
3. Business arising from minutes
4. Correspondence
5. President's Report
6. Treasurer's report
7. Registrar's Report
8. Senior Coordinator's Report
9. Umpiring Convenor's report
10. Grading Co-ordinator's Report
11. Uniform Officer's report
12. Media Officer's report 13)Equipment Officer's report
14. HDNA Delegates' report
15. Special Projects Officer's report
16. General Business

## 12. ANNUAL GENERAL MEETING

a. The Annual General Meeting (AGM) shall be held no later than November each year. The Secretary shall advise the time and place.

b. A quorum for the AGM shall consist of at least one half of the members of the Executive plus five Members.

c. All Members may attend the meeting. In the case of Junior Members, each may be represented by one primary caregiver. A Junior Member is a Member who will turn 15 years of age or less on or before 31 December in the relevant year.

d. Each Member is entitled to one vote only.

e. Not less than fourteen (14) days written notice of the date of the AGM of the Club shall be given to all members.

f. The business of the AGM shall be:

   i. Apologies

   ii. Confirmation of the minutes of the previous AGM

   iii. President 's Report

   iv. Treasurer 's annual report

   v. Notices of Motion

   vi. Election of the Executive Committee

   vii. any other business as the meeting decides.

g. All Executive Committee positions are to be declared vacant before the election of the Committee.

h. Should the Secretary, prior to the AGM, receive no nominations for a position then nominations for that position may be called for from the floor.

i. To be eligible for nomination for the Executive Committee a nominee must be a Member other than a Junior Member of NSW Netball Association Limited. In the case of a Junior Member, a primary caregiver shall be eligible for nomination.

   i. Nominations for election are to be signed by (1) one Ordinary Member and with the written consent of the nominee, shall be lodged with the Secretary at least one (1) week prior to the meeting at which the elections are to be held.

   ii. If insufficient nominations are received then nominations may be made verbally at the meeting at which the elections are to be held.

   iii. Existing office bearers shall be eligible for re-election.

j. The Executive Committee elected at the AGM shall assume office at the conclusion of the AGM and shall hold office for the ensuing year.

k. Any member of the Executive shall not hold an executive position with another HDNA affiliated club.

## 13. SPECIAL GENERAL MEETINGS

a. A Special General Meeting may be called by the Secretary:
   i. at the direction of the President; or
   ii. on request, signed by not less than two Executive Committee Members

b. Not less than fourteen (14) days written notice shall be given to each Ordinary Member, Junior Member, non-playing Member and any other Member permitted by clause 6 (c) specifying the time and place of the Special General Meeting. In extenuating circumstances less notice may be given.

c. A quorum for a Special General Meeting shall consist of at least one half of the members of the Executive plus five Members.

## 14. FINANCE

a. The funds of the Club shall be derived from the annual subscriptions of playing Members, donations and, subject to any resolution by the Club in a Club meeting, any other sources as the Executive Committee determines.

b. The banking accounts of the Club will be kept at a bank approved by the Executive Committee and all payments from the account shall be conducted by two authorised executive members as signatories. Signatories for the account should be President, Secretary, Treasurer and Registrar.

c. The financial year of the Club shall commence on 1 October of each year and end on 30 September of the following year.

d. A current financial position is to be tabled at each Club meeting.

e. The books of the Club shall be presented at the Annual General Meeting.

f. Any Member of the Club may inspect the books of account, Members Roll and Minute Books of the Club at any reasonable time by arrangement with the Treasurer and/or the Secretary.

g. The books of the Club shall be audited annually.

h. All fees payable to HDNA shall be paid by the due date.

i. The accounts shall be submitted to the Department of Fair Trading 30 days after the AGM.

## 15. ENFORCEMENT OF CONSTITUTION

a. The authority of the Club shall extend to and be recognised by all Members.

b. The Executive Committee shall have power to deal with and adjudicate upon all questions and disputes as to the interpretation of the Constitution and By-Laws, and upon any complaint made to it of misconduct detrimental to the policy, interests or welfare of the Club by any team or person to whom this Constitution applies.

c. The Executive Committee may vote to caution, expel or suspend from membership, for such period as it thinks fit, any such person to whom this Constitution applies. The person concerned shall have been notified in writing at least seven (7) days before the meeting at which the matter is to be considered. They shall be invited to attend the meeting and have an opportunity to respond orally or in writing, giving any explanation or defence as the team or Member may think fit.

d. The Member concerned in (c) shall have the right of appeal in writing within seven (7) days of the date of notification of the disciplinary action.

## 16. ALTERATIONS TO CONSTITUTION AND BY-LAWS

The Constitution and By-Laws of the Club may be altered by Special Resolution passed by a majority of at least three-quarters (3/4) of those Members present and eligible to vote at an Annual General Meeting or Special Meeting of the Club. At least 14 days written notice, specifying the Special Resolution to be proposed, must be given.

Club Members will be notified 7 days prior to the Annual General Meeting or Special Meeting of any special resolutions that have been received.

## 17. DISSOLUTION OF THE CLUB

a. The Club shall not be dissolved except by Special Resolution passed by a majority of at least ¾ of the Committee present then voted at a Special

General Meeting of the Club of which at least 21 days written notice specifying the resolution to be proposed has been given.

b. On dissolution of the Club any property whatsoever remaining after the determination and settlement of all debts and liabilities shall revert to HDNA.