

**CONSTITUTION OF:**

**ROSSMOYNE JUNIOR FOOTBALL  
CLUB INCORPORATED**



**APRIL 2019**



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## **CONSTITUTION OF ROSSMOYNE JUNIOR FOOTBALL CLUB**

### **1. NAME**

- 1.1 The name of the Club shall be the **ROSSMOYNE JUNIOR FOOTBALL CLUB INC.**
- 1.2 Teams representing the Club in competition shall be known as **Rossmoyne Raiders.**

### **2. AFFILIATION**

The Club:

- (a) shall be affiliated with the **East Fremantle District Football Development Council** (“**EFDADC**”) or such other District Football Development Council as decreed by the **West Australian Football Commission** (“**WAFC**”) from time to time; and
- (b) will be subject to determinations laid down by the EFDADC in accordance with their Constitution and By-Laws.

### **3. OBJECTS**

- 3.1 Control and management of the Australian Rules game of football played by members of the Club.
- 3.2 Encouragement and promotion of the Australian Rules game of football.
- 3.3 To promote good fellowship, true sportsmanship and citizenship among members of the Club.
- 3.4 To accept subscriptions, donations or to borrow, raise or secure the payments of monies, for the purpose of acquiring the necessary facilities or equipment as required to assist promotion of the game, in any such manner as the Club deems necessary.
- 3.5 To legitimately acquire any equipment or property and provide facilities such as Club Rooms, gear, dress and otherwise as necessary and as may be required for the benefit of the Club, and the purpose of teaching or playing of the game or calculated to assist the promotion of any of the Club’s objects.
- 3.6 To provide facilities and promote healthy social life, recreation, entertainment and amusement to all members.
- 3.7 Generally to take all such steps and proceedings, and do all such acts and deeds which members of the Club may consider incidental or conducive to its interest or the interests of the game of the Australian Rules game of football and the attainment of all or any of the above objects.

### **4. POWERS**

The Club shall have all the powers set out in Section 14 of the Act. such powers as may be necessary to further the objects of the Club.



## **5. MEMBERS BOUND BY CONSTITUTION AND REGULATIONS**

Every member shall be bound by and submit to the Constitution, Regulations, Member Protection Policy, Procedures Manual of the Club, and the Rules of the Management Committee. These documents are available on the club website.

## **6. PROPERTY AND INCOME**

6.1 The property and income of the Club whensoever derived shall be applied towards the promotion of the objects of the Club set forth in clause 3 hereof and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Club, must be applied solely towards the promotion of the objects or purposes of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member of the Club, except in good faith in the promotion of those objects or purposes.

6.2 Nothing herein contained:

- (a) shall prevent the payment in good faith and in the ordinary course of business of any reasonable amount to a member for any services rendered or goods supplied to the Club; or
- (b) shall prevent the payment in good faith of the amounts referred to in clause 27 herein.

## **7. ADDRESS**

The registered address and the principal place of business of the Club shall be the Secretary's place of residence or at such place as the Management Committee of the Club may direct.

## **8. CLUB COLOURS AND EMBLEM**

The colours of the Club shall be black and white and the official emblem of the Club shall be as displayed on the cover of this Constitution.

## **9. PATRONS**

9.1 Patrons shall be those persons invited each year by the Management Committee in its absolute discretion and who accept such invitation.

9.2 Their appointment shall be confirmed at a General Meeting of members and they shall retain office during the pleasure of the Management Committee or until they resign in writing.

## **10. HONORARY AUDITOR OR AUDITOR**

The Honorary Auditor or Auditor (as the case may be) if required by the act:

- (a) shall be appointed at the Annual General Meeting of members and shall receive remuneration (if any) as approved by the Management Committee.
- (b) shall retire at each Annual General Meeting but shall be eligible for re-election.
- (c) shall from time to time inspect and check the books of the Club and for these purposes shall at all times have access to all records of the Club.



- (d) shall audit the accounts and balance sheet to be presented to the Annual General Meeting of members and shall report to the members thereon.
- (e) may at any time and shall when requested by the Management Committee investigate and report to the Management Committee upon the financial position of the Club or any aspect thereof.

## **11. DELEGATES**

11.1 Such delegates as the Club is permitted to appoint to represent the Club in any capacity and to any other body club or association whatsoever, shall be appointed from time to time by the Management Committee.

11.2 Following attendance at all meetings as may be required delegates shall give reports at the first meeting of the Management Committee PROVIDED HOWEVER that any item arising from such meeting being deemed urgent and important shall be brought to the immediate attention of the President who shall act in accordance with clause 18.3 herein.

## **12. MEMBERSHIP**

Members of the Club shall be classified as follows:

- (a) *Playing members* who shall conform to the registration requirements prescribed by the EFD FDC from time to time.
- (b) *Social members* not being a playing member. Parents and guardians of playing members qualify for membership under this sub-clause.
- (c) *Honorary members* who shall be elected by the Management Committee and who in the opinion of the Management Committee are deserving of recognition for services rendered to the Club.
- (d) *Life members* who may be appointed at a General Meeting of members of the Club on the recommendation of the Management Committee as recognition of services rendered to the Club.

## **13. REGISTER OF MEMBERS**

13.1 The Club shall:

- (a) Maintain a register of its Members in accordance with Section 53 of the Act and the regulations; and
- (b) Record in the Register of Members any change in the membership of the Club within 28 days after the change occurs.

13.2 The Register of Members shall contain each Member's name and:

- (a) Residential address; or
- (b) Postal address; or
- (c) Email address; or



(d) Information by means of which contact can be made with the Member required by the Regulations.

## **14. MEMBERSHIP FEES**

14.1 Playing members shall pay an annual subscription together with weekly match fees as decided by the Management Committee.

14.2 Social members shall pay an annual subscription as decided by the Management Committee EXCEPT HOWEVER that parents and guardians of playing members shall be exempt from any such subscription under this sub-clause where subscriptions are paid under clause 14.1 herein.

14.3 Honorary members and life members shall enjoy all the privileges of membership without payment of subscriptions.

## **15. VOTING RIGHTS**

15.1 No playing member shall be entitled to vote at any General Meeting.

15.2 Subject to clause 15.4 herein, every member so entitled shall have one vote in respect of a show of hands or a poll or a ballot taken at any General Meeting.

15.3 No member shall be entitled to vote at any General Meeting if the membership fee is due and unpaid at the date of the meeting or if membership has not been approved by the Management Committee in accordance with clause 18.1(b) hereof.

15.4 In the case of an equality of votes where there is a show of hands or a poll or a ballot, the Chairperson of the meeting shall be entitled to a second or casting vote.

## **16. GENERAL MEETINGS**

16.1 An Annual General Meeting of the Club shall be held no later than the 30<sup>th</sup> day of November each year.

16.2 All General Meetings other than an Annual General Meeting shall be called Special General Meetings.

16.3 The President or the Management Committee may at any time and shall from time to time if requested to do so by not less than ten percent (10%) of the members entitled to vote, summon a Special General Meeting of the Club to deal with any business for which such meeting has been summoned but for no other business.

16.4 Any requisition signed by not less than ten percent (10%) members entitled to vote shall state specifically the purpose for which they desire a Special General Meeting to be summoned and the notice of such Meeting to members as hereinafter provided shall state specifically the business to be transacted at such meeting.

16.5 At least fourteen (14) days and not more than twenty-eight (28) days of notice of any General Meeting shall be given to each member entitled to vote.



16.6 At all General Meetings, fifteen (15) members present in person and entitled to vote shall constitute a quorum.

16.7 If there is no quorum within thirty (30) minutes after the time fixed for the commencement of the meeting, such meeting if convened on the requisition of members shall be dissolved. Otherwise, it shall be adjourned to a date and time to be fixed by those present and a notice of such adjournment shall be sent to all members in accordance with clauses 16.5 and 26 herein.

16.8 If at the adjourned meeting there shall be no quorum present, those members present shall constitute a valid quorum for the meeting.

16.9 At the Annual General Meeting the order of business unless otherwise determined by the Management Committee shall be as follows:

- (a) Apologies;
- (b) Minutes and confirmation thereof;
- (c) Questions and business arising out of minutes;
- (d) Correspondence;
- (e) Annual Report of the President;
- (f) Financial Report;
- (g) Auditor's Report (if applicable);
- (h) Election of Officers of the Management Committee;
- (i) Election of Honorary Auditor or Auditor (if applicable);
- (j) Motions on Notice;
- (k) General Business.

16.10 The President or in his absence, the Vice President, shall be entitled to take the chair at any General Meeting. If no President or Vice President is present or is unwilling to act then the Management Committee shall appoint the Chairperson failing which the members shall choose one of themselves to be Chairperson.

16.11 At any General Meeting a **resolution** put to the vote of the meeting shall be decided on the voices or on the show of hands unless before or on the declaration of the result of the vote a poll is demanded:

- (a) By the Chairperson; or
- (b) By at least five (5) members present and entitled to vote.

16.12 Unless a poll is demanded a declaration of the result by the Chairperson shall when entered in the Minutes of the proceedings be conclusive evidence of the fact without proof being required of the number or proportion of votes recorded for or against the resolution.

16.13 No resolution passed at any General Meeting shall be rescinded except after notice of motion for the proposed rescission has been stated in the notice of meeting required in clause 16.5 herein.



## **17. MANAGEMENT COMMITTEE**

17.1 Officers of the Management Committee shall be appointed by members at each Annual General Meeting. Nominations for any office may be made in writing by any financial member entitled to vote or by verbal proposal at such meeting PROVIDED THAT the nomination of any member not present at the meeting shall be accompanied by his consent in writing.

17.2 Election of the officers of the Management Committee shall be conducted in the same manner as for a resolution in clause 16.11 to be effected and a demand for a poll shall be deemed to be a demand for a ballot which shall be conducted at the meeting.

17.3 Retiring officers of the Management Committee shall retain office until the conclusion of the Meeting at which they retire.

17.4 The Management Committee shall be not less than eight (8) members and shall consist of:

- (a) Committee Members whose number shall not exceed ten (10) members; and
- (b) the following designated officers:
  - (i) The President who shall preside at all meetings of the Club and of the Management Committee.
  - (ii) The Retiring President who shall be the immediate Past President.
  - (iii) The Vice President who shall act on behalf of the President as necessary.
  - (iv) The Honorary Secretary who shall be subject to the direction of the Management Committee and shall:
    - (A) Conduct the correspondence of the Club.
    - (B) Keep a Minute Book containing a record of all the business transacted at all General Meetings and all meeting of the Management Committee.
    - (C) Make available on demand for inspection by members an up-to- date copy of this Constitution and any Regulations made thereunder.
    - (D) Carry out such duties as the Management Committee may direct.
  - (v) The Honorary Treasurer who shall subject to the direction of the Management Committee and shall:
    - (A) Receive and account for all monies of behalf of the Club.
    - (B) Examine and report to the Management Committee on all outstanding accounts and tender recommendations as to payments thereof.
    - (C) Keep correct accounts and books showing the financial affairs of the Club and particulars usually shown in the books of account of a like nature and shall make up the annual statement of income and expenditure and balance sheets at the end of each financial year.

17.5 All of the officers of the Management Committee shall retire at each Annual General Meeting but shall be eligible for re-election.





17.6 A vote of no confidence in a particular officer passed at a General Meeting by no less than seventy five percent (75%) of the members of the Management Committee personally present and entitled to vote shall automatically remove that member from office.

17.7 Any member of the Management Committee or any other committee absenting himself for three (3) consecutive meetings of such committee without reasonable excuse shall be deemed to have resigned therefrom.

17.8 Any casual vacancy on the Management Committee may be filled by the Management Committee, and any Member entitled to vote so chosen, shall retain office until the next Annual General Meeting when the Member shall be eligible for re-election.

17.9 A member is excluded from being on the committee (without special approval by the Commissioner for Consumer Protection) if they:

- (a) are bankrupt or their affairs are under insolvency laws;
- (b) have been convicted of an indictable offence in relation to the formation or management of a body corporate in the last 5 years;
- (c) have been convicted of an offence involving fraud or dishonesty punishable by at least 3 months imprisonment in the last 5 years;
- (d) have been convicted of an offence under the Act, where a person has allowed an association to operate while insolvent in the last 5 years.
- (e) cannot obtain and hold a valid Working with Children Check in accordance with the *Working with Children (Criminal Record Checking) Act 2004* or any subsequent legislation.

## **18. POWERS AND DUTIES OF MANAGEMENT COMMITTEE**

18.1 The Management Committee:

- (a) Shall be responsible for the general conduct and management of the Club's affairs.
- (b) Shall approve the admission of all members save and except life members.
- (c) Shall construe and interpret this Constitution and any Regulation made thereunder and such constructions and interpretations shall be final unless revoked by resolution carried at an Annual General Meeting or Special General Meeting (in accordance with clause 16.11 hereof) or by any Court of competent jurisdiction.
- (d) May delegate to a sub-committee any matter for investigation or report.
- (e) May engage and dismiss the servants of the Club.
- (f) May expel, sanction or otherwise deal with any member whose conduct in the reasonable opinion of the Management Committee is unworthy of a Club member. The decision of the Management Committee: -
  - (i) must be made at a Special Meeting called for that purpose and passed by no less than seventy five percent (75%) of the members of the Management Committee entitled to vote.
  - (ii) in any such case shall be final unless revoked or varied by a:



- (A) Special General Meeting called for that purpose and held within one (1) month after the notice of such decision shall have been delivered or
- (B) a Court of competent jurisdiction PROVIDED THAT the Special General Meeting referred to in this sub-clause shall only be called and held if and when the member concerned gives to the Secretary within seven (7) days after delivery to him, or notice of the decision aforesaid, notice of his decision to appeal against such decision at such Special Meeting.

- (g) May make such regulations as may be necessary to the management of the Club. A copy of such regulations shall be held in the possession of the Secretary for inspection by members.
- (h) Shall comply with all orders, directions and references given to it in accordance with a resolution of members at any General Meeting.

18.2 Where in the opinion of twenty five percent (25%) of the members present at a meeting of the Management Committee any act, matter or thing shall not be proceeded with, that act, matter or thing must be approved at a General Meeting of the Club.

18.3 Where immediate action is required in any matter affecting the policy or in the interest of the Club and it is impracticable to refer the matter to the appropriate committee, the President shall seek the advice of as many members of the Management Committee as may be practicable and shall act in such manner as no less than seventy five percent (75%) of those members approve.

18.4 No payment may be made to a member of the Management Committee out of the funds of the Club unless the payment is authorised by a resolution of a General Meeting.

## **19. DISCLOSURE OF PECUNIARY INTERESTS OF THE MANAGEMENT COMMITTEE**

19.1 A member of the Management Committee who has a material personal interest in a matter being considered by the Management Committee must, as soon as the member become aware of the interest, disclose the nature and extent of that interest to the Management Committee and also at the next General Meeting in the manner required by section 42(5) of the Act. For the purposes of this clause, a member of the Management Committee is to be taken to have a material personal interest in a matter when that member, or a reasonable person with full knowledge of the circumstances would, consider that there is a risk that the personal interest would compromise the ability of the person to make an impartial decision.

19.2 The Club shall cause every disclosure made to the Management Committee under this clause to be recorded in the minutes of the meeting at which it is made.

19.3 A member of the Management Committee who has a material personal interest in a matter being considered by the Management Committee must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter.

19.4 Clause 19.1 does not apply in respect of a material personal interest:

- (a) that exists only because the member is an employee of the Club; or



- (b) that exists only because the member is a member of a class of persons for whose benefit the Club exists; or
- (c) that the member has in common with all, or a substantial proportion of the other Members of the Club.

Clause 19.3 does not apply in respect of a material personal interest where paragraphs (b) and (c) of this clause apply.

## **20. MEETINGS AND PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

20.1 The Management Committee shall meet as often as it shall respectively from time to time determine and, on any special occasion when summoned by the President or Secretary, PROVIDED THAT not more than two (2) calendar months shall elapse between meetings.

20.2 At least three (3) days prior notice of a meeting of the Management Committee shall be given in writing by the Secretary to each member of that committee PROVIDED such notice may be dispensed with in respect of a meeting at which all members attend and consent.

20.3 At all meetings of the Management Committee, six (6) members of the Management Committee present shall constitute a quorum.

20.4 The order of business at meetings of the Management Committee shall, unless otherwise determined by the Management Committee, be as follows:

- (a) Apologies;
- (b) Minutes and Confirmation thereof;
- (c) Questions and business arising out of Minutes;
- (d) Correspondence;
- (e) Financial Statements and Reports;
- (f) Reports from Sub-Committees;
- (g) Motions of Notice;
- (h) Election of Members;
- (i) Election of Officers to vacant offices;
- (j) Notices of motion; and
- (k) General Business.

## **21. SUB-COMMITTEES**

21.1 The Management Committee may appoint Sub-Committees who will be responsible to the Management Committee, and shall include but not be limited to the following:

- (a) *Social Sub-Committee* which shall organise and conduct any entertainment and other social functions which shall from time to time be approved by the Management Committee.



(b) *Property Sub-Committee* which shall be responsible for the care and maintenance of Club property under its control and shall make such reports and recommendations to the Management Committee as deemed necessary.

(c) *Records Sub-Committee* which shall be responsible for the care and maintenance of records under its control and shall make such reports and recommendations to the Management Committee as deemed necessary.

21.2 The President of the Management Committee shall be an ex-officio member of all Sub-Committees

21.3 The Chairperson of any Sub-Committee shall only be appointed from members of the Management Committee and shall have the power to select Sub-Committee members from other members of the Club.

21.4 The Management Committee may at any time terminate the appointment of any Sub-Committee and of the members thereto.

21.5 All of the members of the Sub-Committee shall retire at each Annual General Meeting but each shall be eligible for appointment to any position of office in the Club.

## **22. MEETINGS AND PROCEEDINGS OF SUB-COMMITTEES**

22.1 The Sub-Committee members shall meet as often as when they respectively from time to time determine.

22.2 Notices of meetings shall be determined by the Chairperson of each sub-committee.

22.3 At all meetings of Sub-Committees:

(a) two (2) members of such Sub-Committee present shall constitute a quorum PROVIDED in respect of the Property Sub-Committee and Records Sub- Committee one (1) person present The Management Committee will stipulate the number of members that shall constitute a quorum; and

(b) the Chairperson shall determine the order of business.in accordance with clause 16.11 hereof and in the presence of the President who shall with the Secretary, sign any such document or instrument.

## **23. ACCOUNTS**

23.1 The financial year of the Club shall commence on the first day of November each year.

23.2 The Management Committee shall:

(a) cause proper accounting and other records to be kept and shall each year cause to be made out a Statement of Income and Expenditure and a Balance Sheet (hereinafter "**the Accounts**") made up to the thirty first (31<sup>st</sup>) day of October each year.

(b) make available on demand by any member of the Club entitled to vote, a copy of the Accounts PROVIDED no member shall be entitled to request a copy of the Accounts



earlier than seven (7) days before the Annual General Meeting at which such Accounts are to be tabled.

- (c) lay the Accounts together with the Auditor's Report (if applicable) thereon before each Annual General Meeting.

23.3 The Accounts shall inter alia show separately:

- (a) The amounts (if any) paid or credited by way of Honoraria;
- (b) The amounts (if any) paid by way of donations;
- (c) The amounts (if any) paid as remuneration to the Auditor (if applicable).

## **24. FINANCE**

24.1 The bankers of the Club shall be such bank, building society or credit institution as the Management Committee may determine from time to time.

24.2 All cheques or electronic funds transfer drawn or made in the name of the Club, shall be signed or approved jointly by any two (2) of the President, Honorary Treasurer or Secretary.

24.3 All payments made by or on behalf of the Club shall, where practicable, be first passed for payment by the Management Committee. Where immediate payment is required, the President shall act in accordance with clause 18.3 hereof and payment shall be confirmed at the next meeting of the Management Committee.

## **25. NOTICE**

25.1 Notices of every General Meeting shall only be given to:

- (a) Every member who is entitled to vote and has supplied contact details to the Club.
- (b) The Honorary Auditor or Auditor for the time being of the Club (if applicable).
- (c) Every patron of the Club.

25.2 A notice may be given personally or to a playing member for on-forwarding to a parent or guardian or by post or by electronic means in which case notice shall be deemed to have been effected on the day following.

## **26. HONORARIA**

Such honoraria shall be made given or paid as determined by the Management Committee from time to time in accordance with 18.4.

## **27. ALTERATION OR AMENDMENT**

27.1 In order to alter the name of the Club, a Special Resolution must be carried by a seventy five percent (75%) majority of members present and entitled to vote at a General Meeting or a Special General Meeting called for that purpose.



27.2 A new rule shall not be adopted nor shall any existing rule shall be repealed or amended except by a Special Resolution carried by a seventy five percent (75%) majority of members present and entitled to vote at an Annual General Meeting or a Special General Meeting called for that purpose.

27.3 Full particulars shall be given of any proposed new rule, repeal or amendment in the notice convening the meeting.

## **28. DISSOLUTION OF THE CLUB**

28.1 If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members. On the cancellation of the incorporation or the winding up of the Club, its surplus property can only be distributed in accordance with Section 24(1) of the Act. Subject to Section 24(1) of the Act, the manner and recipient of the distribution shall be determined by Special Resolution of the Club. In this clause, the term "surplus property" means any property of the Club remaining after satisfaction of:

(a) the Club's debts and liabilities; and

(b) the costs, charges and expenses of winding up or cancelling the incorporation of the Club,

but does not include books relating to the management of the Club.

28.2 Any special general meeting called for the purpose of dissolution or winding up of the Club shall require the resolution to be passed by seventy five percent (75%) of those present and entitled to vote in terms of Clause 14.

## **29. DEFINITIONS AND INTERPRETATION**

29.1 Definitions in this document, unless the contrary intention appears:

**Act** means the Associations Incorporation Act (1987) (2015) as amended from time to time and any regulations thereto or any Act and regulations replacing or in substitution of that act or regulation.

**Annual General Meeting** means an annual general meeting of the members of the Club.

**Auditor** and **Honorary Auditor** (where applicable) means the person appointed and authorised on behalf of the Club to examine accounts and accounting records, compare the charges with the vouchers, verify balance sheet and income items, and state the result.

**Australian Rules game of football** means a variety of football, devised in Australia.

**Chairperson** means the person managing any Club meeting or committee.

**Club** means The Rossmoyne Junior Football Club Inc.



**General Meeting** and **Special General Meeting** when applicable means all general meetings other than an Annual General Meeting.

**Junior Competition Committee Executive** (“**JCC Executive**”) means the competition director, assistant competition director and registrar (as defined in the EFDADC competition by-laws)

**Management Committee** means that committee as established in accordance with clause 17 hereof.

**Minutes** means the official record of the proceedings at any meeting of the Club.

**President** and **Vice President** when applicable means the person appointed or elected to manage the Club.

**Registration Day Period** means a period of the year determined by the Management Committee, for all playing members to register their interest in being deemed eligible to represent the Club in Australian Rules game of football throughout the football season.

**Secretary** and **Honorary Secretary** when applicable means the person who is in charge of the records, correspondence, minutes of meetings, and related affairs of the Club and carrying out such duties as the Management Committee may direct from time to time.

**Special General Meeting** means all General Meetings, other than an Annual General Meeting.

**Special Resolution** means a resolution passed in accordance with the following:

- (a) by the members at a general meeting in accordance with section 51 of the Act;
- (b) it is passed by not less than seventy five percent (75%) of the members of the Club who are entitled to vote at a General Meeting or Special General Meeting;
- (c) a declaration by the person presiding that the resolution has been passed as a special resolution shall be evidence of the fact unless, during the meeting at which the resolution is submitted, a poll is demanded in accordance clause 13 hereof;
- (d) a declaration by the person presiding as to the result of a poll taken under
- (e) subsection (b) is evidence of the matter so declared;
- (f) Within one (1) month of the passing of a special resolution altering its rules or the name of the Club, or such further time as the Commissioner for Consumer Protection (“the Commissioner”) may in a particular case allow, an incorporated association shall lodge with the Commissioner notice of the special resolution setting out particulars of the alteration together with a certificate given by a member of the Club certifying that the resolution was duly passed as a special resolution and, that the rules of the Club or the name of the club (as the case may be) as so altered, conform to the requirements of the Act.

**Treasurer** or **Honorary Treasurer** when applicable means the person in charge of the receipt, care and disbursement of money on behalf of the Club.

## 29.2 Interpretation



In this document unless the contrary intention appears:

- (a) headings and any table of contents or index are for convenience only and shall not affect the interpretation hereof;
- (b) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (c) the word **person** includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- (d) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally;  
or
  - (ii) on the part of two or more persons binds them jointly and severally.
- (f) **including** is deemed to be followed by the words, **but not limited to**;
- (g) no rule of construction of documents shall apply to the disadvantage of a Party on the basis that that Party put forward this document or any relevant part of it;
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;  
and
- (i) reference to:
  - (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement and references to this document include any recital, schedule or annexure;
  - (ii) this document or another instrument includes any variation or replacement of either of them;
  - (iii) a right includes a benefit, remedy, discretion, authority or power;
  - (iv) an obligation includes a warranty or representation;
  - (v) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (vi) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions;  
and
  - (vii) signature and signing includes due execution by a corporation or other relevant entity.