



USFA CONSTITUTION: 8-11-2007

1. Membership.

(a) Qualification:

(i) A person is qualified to be a member of the USFA if Part (b) of this section is satisfied, and if the prescribed fee has been paid to the USFA within 30 days of first joining. Once a member, the annual membership fee must be paid to their Club within 30 days, or, if having difficulty in this, a suitable arrangement may be decided. The Club must forward all details and fees to the USFA within 30 days.

(b) Nomination:

(i) To gain entry into the USFA, an individual may do so by either:

(A) Club Membership: the Club concerned shall collect all membership fees within the prescribed time frame as in 1a(i) above and forward all fees and personal details of the applicant to the USFA's Membership Officer as soon as possible.

OR

(B) An Independent: those individuals wishing no affiliation with any of the Clubs of the USFA may attain membership via direct application to the USFA's Membership Officer with the lodgment of the official form and payment of the prescribed fee.

(c) Cessation:

(i) A person ceases to be a member of the USFA if the person resigns membership, or is expelled from the USFA.

(d) Entitlements:

(i) A right, privilege or obligation a person has via that person's membership of the USFA, is not transferable to any other person and terminates on the cessation of that person's membership of the USFA.

(e) Resignation:

(i) A member of the USFA may resign by the submission of the prescribed form to the USFA's Membership Officer, upon which the resignation will take effect immediately.

(ii) Upon the expiration of the prescribed time, the USFA's Membership Officer must remove the person from the USFA's register of members and record this date.

(f) Register of Members:

(i) The USFA's Membership Officer must establish and maintain a register of members specifying the name, address and contact details of each member, together with the date on which the person became a member. Any changes to the status of the person's membership must also be recorded along with the date on which this change occurred.

(ii) The Register of Members must be open for inspection by any member of the USFA with the exception of the supply of any listed member's personal details.

(iii) A copy of the Register of Members, minus all members' personal details, is to be kept on the USFA website and is to be continually updated at regular intervals.

(g) Fees:

(i) The USFA shall clearly publicize all relevant fees; i.e. annual fees and pro-rata fees associated with seeking membership part way through the year, and the associated payment terms.

(ii) The annual fees will become due on the 1st of July each year and will be required to be paid within 30 days.

(iii) The USFA reserves the right to alter the fees from time to time, or if the need arises. If required to do so, a notice must be sent to all members and all publicity must be altered to suit.

(h) Liabilities:

(i) A member's liability with respect to any costs involved with debts and liabilities of the USFA, is limited to the amount of that person's membership fee, i.e. only outstanding amounts are applicable.

(i) Classes of Membership:

- Social - For any person not wishing to compete in any AUF, USFA or CMAS sanctioned competition.
- Associate - For any person wishing to help in the running of the USFA in any way but not wishing to compete in any competitions as for Social Members.
- Junior - Up to 18years of age.
- Full
- Life

(j) Multiple Club Membership:

Anyone wishing to compete in more than one Club will be able to do so if all Club fees are paid to all Clubs concerned, with the addition of the USFA fees being paid once only. That person may collect any trophies or prizes offered by the Clubs concerned, but must not influence in any way the trophies, prizes or the outcome of that Club's Zone Competition except as follows:

-Anyone still wishing to achieve Multiple Club Membership must nominate one Club only in which his/her scoring is to be included in that Club's Zone Competition for that particular year's competition. Also, he/she must nominate the Club which he/she wish to represent in any of the Major (not Zone related) Competitions at registration for that particular Competition.

2. Disputes.

(a) Complaints:

- (i) Any member of the USFA may lodge a complaint against any member who -
- Has persistently refused to comply with any of the Constitution, Rules or Code of Conduct of the USFA.
 - Has willfully acted in a way damaging to the reputation of the USFA.
 - Has acted in a dangerous or reckless manner whether with intent or by neglect.
 - Any other perceivable act either dangerous to person or damaging to reputation.
- (ii) On receipt of a complaint, the USFA must -
- Give notice of the complaint to the member concerned.
 - Must give the member 14 days to lodge any submissions to the USFA.
 - Must take into consideration any submissions lodged by the member.
 - Must take into consideration any witness accounts, whether for or against the member.
- (iii) On consideration of all the facts, the Committee may expel indefinitely, or suspend the person for a period of time from the USFA, upon the expiration of which the person

may apply to the Committee for reconsideration as a member. If reaccepted, the person must follow all membership requirements and pay all prescribed fees, whether full term or pro-rata as stated in 1g(i) above.

(iv) If the Committee rules in favour of expulsion or suspension, the Membership Officer must, within 7 days of the decision, give notice in writing to the person informing that person of the right of appeal as covered in section 2(b) above, and the reason(s) by which the decision was made.

(v) The expulsion or suspension is not to commence until all rights of appeal have been exercised.

(b) Right of appeal:

(i) Upon receipt of the letter [section 2a(iv) above], the person has 7 days in which to lodge an appeal which that person must submit to the Membership Officer.

(ii) Upon receipt of an appeal, the Membership Officer must inform the Committee which is to convene a general meeting of the USFA within 28 days of lodgment of the appeal.

(iii) At this general meeting, no other business than the appeal is to be transacted.

(iv) The Committee and the person must be given ample opportunity to state their respective cases.

(v) The members present are to vote on the matter by secret ballot as per section 4a below.

(vi) The decision at this general meeting will be final and no further appeal allowed.

3. The Committee.

(a) Composition:

(i) The Committee will be comprised of the office bearers of the USFA deemed to be necessary to adequately run the USFA and will include all position holders, their assistants and any sub-committee members. The Committee may be modified from time to time depending on the needs of the USFA. This may only be done by advertisement to all members calling for nominations for the positions required. A list of Committee members should be available to any member of the USFA.

(b) Powers:

(i) To control and manage the affairs of the USFA.

(ii) To exercise all functions as may be exercised by the USFA, other than those functions which require a special resolution of all members.

(iii) To perform all such functions as appear to the Committee to be necessary for the proper management of affairs of the USFA.

(c) Election:

(i) At the conclusion of the AGM, all positions are to be declared vacant, and a suitable person is to be appointed to chair the elections.

(ii) Nominations for positions are to be received and seconded with the consent of the candidate (written or verbal) all recorded.

(iii) If only 1 nomination is received for a position, that candidate is taken to be elected.

(iv) If more than 1 nomination is received, then a vote as in 4a below will ensue to deliver the candidate. This may be carried out by secret ballot or a show of hands as per the discretion of those in attendance.

(v) The Chair of the elections shall have no vote in the elections, except as a casting vote in the case of a tied result.

(vi) The processes (ii) - (v) above shall be repeated until all positions are filled.

(vii) Any positions left unfilled will be declared a casual vacancy and advertised to all members for the purpose of seeking nominations.

(viii) Any nominations received will be treated as in (vi) above, with the exception that this process may be carried out via email.

(ix) Casual vacancies may arise from time to time due to any number of reasons, eg. resignation or expulsion. This situation will be treated as in (vii) and (viii) above.

(d) Removal of a Committee member:

(i) The USFA may remove a Committee member from office at a general meeting via a special resolution of members and voting will be as in 4b below.

(ii) The Committee member has the right of representation to the members at the general meeting.

(e) The Secretary:

(i) The Secretary must notify the USFA of his/her address as soon as practicable upon election.

(ii) Must keep a record of all relevant details to do with the running of the USFA and the minutes of all meetings and proceedings.

(f) The Treasurer:

(i) Must collect all money due to the USFA.

(ii) Must make all payments authorized by the USFA. Any payments in excess of \$200 can only be authorized by consultation with the Committee first. The Committee shall have 48hrs to respond to the request - a no response from any individual will be considered as a vote of approval.

(iii) Keep all records to do with any monetary transactions.

(iv) Make available the inspection of books to any member of the USFA.

4. Voting.

(a) On general running of the USFA:

(i) All members present at a meeting of the USFA shall have 1 vote.

(ii) The Chair is to have no vote except as a casting vote in the case of a drawn result.

(b) On special resolutions:

(i) The voting system will be on a "Votes per Club" basis and the Committee vote as a whole.

(ii) Each Club, the Independents (treated as a Club for this purpose), and the Committee is to receive 1 vote generally per every 10 members actively participating in the voting on behalf of their Club (the Club is to follow the procedure as set out in 4b(iv) below) as calculated below -

1 to 14 members to have 1 vote.

15 to 24 members to have 2 votes.

25 to 34 members to have 3 votes. And so on.

(iii) The Committee vote is to be determined generally using the principles of 4b(ii) above, minus any ordinary members of the USFA and incorporating provision 4a(ii) above.

(iv) Details of the Club voting on any issue are to be brought to the meeting by an appointed representative of that Club, with supporting documentation of how their members voted on the issue presented. The Club will then be allotted with the correct number of votes as per 4b(ii) above.

5. Meetings.

(a) Quorum:

(i) The quorum at all meetings of the USFA shall be of a minimum of 3 Committee members present.

(b) Number:

(i) The Committee must meet at least 3 times a year whether by a Committee or General meeting, or Teleconference.

(ii) Additionally, an AGM must be convened within 3 months of the expiration of the financial year.

(iii) A special general meeting may be convened if the Committee sees fit or if a requisition is delivered to the Committee supported and signed by at least 5% of the members of the USFA.

(c) Convening:

(i) All meetings must be convened in the same manner.

(ii) 28 days notice is to be delivered to all Clubs, who in turn will give notice to their members as soon as possible.

(iii) The agenda, with the exception of the next point (iv), must be set and publicized no later than 4 days before the meeting.

(iv) Any matters which deal with the alteration of this Constitution or any of the Rules of the USFA in any way, must be publicized no later than the 28 days as in point 5c(ii) above, and are to be treated as a special resolution.

(d) Procedure:

(i) No item of business is to be transacted at a meeting if a quorum, as set out in 5a(i) above, is not present.

(ii) If a quorum is still not present upon the expiration of half an hour of the publicized starting time of the meeting, the meeting is to be adjourned for a period of 14 days.

(iii) Notice of the adjourned meeting is to be served to the Committee and the Clubs no later than 24hrs after adjournment. The Clubs are to serve notice of the adjourned meeting to their members no later than 24hrs upon receiving notice of the adjourned meeting.

(iv) If a quorum is not present at the adjourned meeting within half an hour of the publicized starting time, then the quorum shall be reduced to 2 members of the Committee, and the meeting shall commence. If this provision still cannot be met, the meeting will be dissolved.

(v) The Chair, Deputy Chair, or a member duly elected by those present, will preside over the meeting.

(vi) The Secretary must record the minutes of the meeting as part of his/her duties as set out in 3e(ii) above.

(e) Decisions:

(i) All decisions are to be voted on by a show of hands or secret ballot if so desired under the provisions of 4a(i)&(ii) above.

(ii) If a decision is required to be made on an issue deemed to be better served under special resolutions, this decision will be passed in at the meeting and referred to all members of the USFA and shall be decided by the application of all provisions covered under section 4b. The decision may be finalised via email, or referred to the next meeting of the USFA.

6. Funds.

(i) Funds of the USFA are to be derived from membership fees, capitation fees, donations, or any fundraising activity taken upon by the USFA.

(ii) Any funds received by the USFA, must be deposited into the bank account of the USFA as soon as practicable.

(iii) Appropriate receipts must be issued and recorded as soon as practicable.

(iv) All payments required to be made by the USFA, are to be endorsed by any 2 of the authorized signatories of the USFA. All receipts must be collected.

7. Non-profit clause.

The assets and income of the USFA shall be applied solely in the furtherance of its above mentioned objects and no portion shall be distributed directly or indirectly to the members of the USFA except as bona fide compensation for services rendered or expenses incurred on behalf of the USFA.

8. Dissolution clause.

In the event of the USFA being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any member clubs of the USFA; such clubs being organizations not carried on for the profit or gain of its individual members. Said distribution will be made in such a way that each club receives an amount equal to the proportion of its members as a percentage of total club members affiliated to the USFA.

9. Common seal.

(i) The common seal of the USFA must be kept in the custody of the Secretary of the USFA.

(ii) The common seal must not be affixed to any instrument without the consent of the Committee, and the affixing of the common seal must be attested by the signatures of 2 of the authorized signatories of the USFA.

10. Books.

(i) All records, books and other documents relating to the USFA must be kept in the custody of the appropriate Committee member whose portfolio that particular item is covered under.

(ii) All records, books and documents of the USFA must be made available for the viewing of any member of the USFA.