



Macquarie United Football Club Inc
BY-LAWS

VERSION 3
07/01/2017

REVIEW HISTORY OF MACQUARIE UNITED FOOTBALL CLUB INC**BY-LAWS**

Version	Date reviewed	Date endorsed	Content reviewed/purpose
1	Created 1/1/2008		<ul style="list-style-type: none">• Document Creation
2	1/12/09		<ul style="list-style-type: none">• Registrations/ Misconduct
3	07/01/17		<ul style="list-style-type: none">• Review and modify registration rules with relevance to the MFC online system.• Modify naming of Association BDS to BDF.• Change naming. Child Protection Officer to Member Protection Officer• Removal of reference to Mitchell District Soccer Association• Include new clauses for Team Nominations, Dual Registration, De Registration, Player Recruitment, Players Commitment, Sponsorship, Social, Media.• Modify clause 5 from Cups and Trophies to Awards and Recognition.• Modify timeframes for document circulation in regards to By Laws and Constitutional changes.• Add Life Members list• General corrections of text and references
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ABBREVIATIONS:

MUFC	Macquarie United Football Club
FNSW	Football New South Wales
BDF	Bathurst District Football Association
MFC	MyFootball Club

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CLAUSE 1 JURISDICTION

The Jurisdiction of Macquarie United Football Club Inc –

1. Shall at all times be bound by the Constitution, Rules and Regulations of Football New South Wales Limited;
 - i) Where there is any inconsistency between any provision of the Constitution and or Rules and Regulations of Macquarie United Football Club Inc. and those of Football New South Wales limited, then to the extent of such inconsistency the Constitution Rules and Regulations of Football New South Wales Limited shall prevail;
 - ii) Shall be bound by the lawful decision of the Board of Football New South Wales and shall do all things reasonably necessary to implement and enforce such decisions.
2. Shall extend to all MUFC officials, sub-committees, clubs, members, teams, spectators, coaches and all other persons concerned; with
 - i) Grounds and matches within the MUFC's boundaries and referees officiating at MUFC fixtures; it
 - ii) May be extended beyond the MUFC's boundaries with the permission of other associations and the Football NSW when necessary; and shall
 - iii) Cover all teams, players, officials and members when they are representing MUFC outside MUFC's boundaries;

CLAUSE 2 LAWS OF THE GAME

Except where modified to suit younger age groups, MUFC shall adopt the laws of the game set down by the International Football Association Board and shall apply decisions, interpretations and amendments approved by Football NSW.

CLAUSE 3 AFFILIATION OF MACQUARIE UNITED FOOTBALL CLUB INC.

MUFC shall affiliate with Bathurst District Football Inc. and the Football NSW Western Branch Inc. or their successors.

CLAUSE 4 COLOURS

The Official colours of MUFC shall be approved by the committee. The colours must be approved by Bathurst District Football Inc. and by Football NSW Western Branch (to avoid clashes) – currently, Black socks with two Orange bands, Black shorts, and a team strip with the three core colours of orange, black and white in any arrangement.

CLAUSE 5 AWARDS AND RECOGNITION

- a) All perpetual cups and trophies, which are the property of MUFC, shall be held in MUFC's trophy cupboard at Proctor Park.
- b) The committee may approve the loan of any perpetual cup and/or trophy to any person the committee sees fit.
- c) All perpetual cups and/or trophies on loan must be returned to the committee within the time stipulated by the committee for such loan.
- d) Any cup or trophy lost or damaged whilst on loan must be replaced by the person to whom the cup or trophy was handed to, with one of similar value and distinction.
- e) Awards or recognition to members and supporters of MUFC for perpetual cups, shields and trophies shall meet the criteria set out in the form found by the link in Appendix 1 of these By Laws.

CLAUSE 6 EQUIPMENT

- a) All MUFC's equipment, such as coaching manuals, videos, playing strips, balls, training equipment, bags etc., shall be documented into the club equipment register, held in trust by the Property Officer and stored during the off season in the club's equipment trailer and shipping container.
- b) MUFC's equipment will be distributed on loan, itemised, documented and signed for by the recipient at the Property Officer's discretion.
- c) Equipment distributed, on loan by the Property Officer must be returned to the Property Officer.
- d) Any equipment not returned to the Property Officer under CLAUSE 6 (c) in reasonable condition will be evaluated by the committee and consideration will be made to have the item/s replaced by the person to whom the equipment was handed, with equipment of similar appearance, make and value.
- e) The club equipment register shall be maintained by the property Officer and reside in the MUFC Google Drive cloud account.

CLAUSE 7 FINANCES

- a) The financial year of MUFC shall be from January 1st to December 31st of that year.
- b) All fees payable to MUFC by members, teams and players etc., for the coming season shall be set at the Annual General Meeting or at a Special General Meeting called specifically to do so.
- c) Such fees shall be circulated to all players by no later than the 7th February each year pending the availability of the new seasons fee structures from BDF and the Bathurst Referees Association.
- d) The Committee reserves the right to set a one off special fee at any time should circumstances deem to be necessary.
- e) Player's insurance, as notified by Football NSW, must be paid in conjunction with the registration of any player or players. NO PLAYER SHALL BE ALLOWED TO PARTICIPATE IN ANY MATCH, UNLESS SUCH INSURANCE/REGISTRATION HAS BEEN RECEIVED BY BDF.
- f) All player registration fees are payable and MUST BE PAID IN FULL TO MUFC PRIOR TO ANY PLAYER PARTICIPATING IN ANY COMPETITION MATCH.
- g) Any player failing to pay their registration in full, MUST FINALISE HIS/HER ACCOUNT BEFORE THE 4TH ROUND OF THE COMPETITION. Any player who has not finalised their account by the 4th competition round will be declared UNFINANCIAL, will be deregistered and will have their monies refunded to them.
- h) A player/s who require a payment plan must request this option prior to the registration period for the review and approval of the MUFC committee.
- i) Players who have outstanding monies owing to MUFC at the end of the financial year will be declared UNFINANCIAL until such accounts are finalised.
- j) If a player/s are declared unfinancial by MUFC during the year, MUFC will declare these players unfinancial at the next BDF Annual General Meeting. The players unfinancial status will remain such until all outstanding accounts are finalised with MUFC. Players who are declared unfinancial at the BDF AGM will not be allowed to participate in any match or fixture sanctioned by Bathurst District Football Inc., Football NSW or by Football Federation Australia.

CLAUSE 8 DUTIES AND FUNCTIONS OF OFFICIALS

The outgoing executive must work along with the incoming executive for the remainder of the season. In the case of positions remaining vacant or duties to be shared, the committee shall appoint an elected member to carry out such duties as it sees fit.

(A) PRESIDENT.

The President shall:

- i) Chair all MUFC meetings;
- ii) Hold the casting vote at all MUFC (and its committees) meetings;
- iii) Attend BDF Inc. meetings as first delegate;
- iv) Oversee the general running of MUFC, helping individual members where needed.

(B) VICE-PRESIDENT

The Vice-President shall:

- i) Carry out the duties of the President in his/her absence;
- ii) Attend BDF Inc. meetings as second delegate;
- iii) Fill any vacancy in the Executive or Committee until another member can be voted in.

(C) SECRETARY

The Secretary shall:

- i) Be the Public Officer and shall send copies of rule changes, using Form 6, to The Office of Fair Trading to comply with the Incorporation Act 1984;
- ii) Send the Annual Statement as provided by the Treasurer, using Form 12, to the Office of Fair Trading to comply with the Incorporation Act 1984;
- iii) Keep minutes of all:
 - Appointments of executive members and other members of the committee;
 - The names of MUFC members and committee present at a committee meeting or general meeting;
 - All proceedings at committee meetings and general meetings;
 - Make available, copies of the minutes of all committee meetings, to each Committee member; and
 - Make available, copies of the minutes of all general meetings to each club member

(D) TREASURER

The Treasurer shall:

- i) Keep the financial records of MUFC;
- ii) Prepare and send out accounts or invoices owing to the Club during the year;
- iii) Keep a register of all members of MUFC (in the absence of the Public Officer);
- iv) Bank all monies received on behalf of Macquarie United Football Club Inc. and pay all accounts as deemed necessary;
- v) Arrange the audit of all financial records of MUFC when required;
- vi) Prepare the Annual Statement, using Form 12 as required by the Department of Fair Trading.
- vii) Keep a record of all unfinancial members of MUFC.

(E) REGISTRAR

The Registrar shall:

- i) Accept for registration and deal with immediately, returning, without delay, only those registrations which meet the requirements of CLAUSE 13 of MUFC's By-Laws;
- ii) Manage and maintain the electronic online registration system MyFootball Club, in accordance with the requirements set out by Football NSW, Bathurst District Football and MUFC.
- iii) Submit upon completion all MUFC team nominations for the current season to BDF for approval.
- iv) Within MFC, create and submit any representative teams from MUFC to BDF for approval and allocation into those representative fixtures or competitions. E.g. Champion of Champions
- v) Submit for approval using the form found by the link in Appendix 1 of the MUFC By Laws, any dual registered player to BDF prior to the player participating in any competition match

(F) JUNIOR CLUB COORDINATOR

The Junior Club Coordinator shall:

- i) Assist with the preparation of Junior Team Nominations and Registrations;
- ii) Assist with the management of the Junior Teams requirements;

(G) COACHING COORDINATOR

The Coaching Coordinator shall:

- i) Assist with trial matches for all MUFC teams;
- ii) Assist in the development of all MUFC coaches and teams;
- iii) Assist in the development and progress of all MUFC representative players.

(H) PUBLICITY OFFICER

The Publicity Officer shall:

- i) Be responsible for the publicity of all MUFC matters.
- ii) He/she shall make reports to radio stations and newspapers within MUFC's area, on all aspects of MUFC's activities, with special attention being given to match reports. It is the duty of all coaches and managers, committee members and ordinary members to supply the Publicity Officer with items to assist with publicising MUFC within the area.

(I) PROPERTY OFFICER

The Property Officer shall:

- i) Hold in trust all MUFC equipment such as teams strips, soccer balls and the like;
- ii) Keep a record of the type of equipment, the recipient, the date handed out and the due return date, of any MUFC equipment handed out on loan;
- iii) Notify the committee of any equipment not handed back by the due date;
- iv) Notify the committee of any defective equipment.

(J) MEMBER PROTECTION OFFICER

The Member Protection Officer shall:

- i) Be the first point of contact if a child, parent or other member of MUFC becomes concerned about an incident involving a child.
- ii) Respond to suspected, allegations and complaints of child abuse. Where there is an incident of suspected child abuse, the child protection officer should immediately make contact with the MUFC executive and/or the relevant authorities to seek advice.
- iii) Ensure there is no harassment and victimisation of the child or the person who made the allegation on behalf of the child.

CLAUSE 9 COMPLAINTS AND DISPUTES

- a) A MUFC hearing committee shall hear, and determine, matters arising from any report alleging a breach, or breaches, under any section of MUFC Inc. Statement of Object and Rules or the By-Laws. Also any dispute, allegation, determination or any matter arising from the day to day affairs of MUFC or its members. Only those matters that require due consideration and/or a majority vote should be put in writing to the Club Secretary. Normal day to day issues that arise are usually resolved through consultation with the club President. Normal day to day issues are generally deemed minor in nature and do not require the need for a formal committee to decide a resolution.
- b) The dispute must be lodged as per CLAUSE 9 (a) within seven (7) days of the incident under dispute.
- c) The hearing committee formed to act on any report shall;
 - i) Consist of five (5) neutral members of MUFC, one of whom shall act as chairperson and another as minute secretary;
 - ii) Meet no later than 21 days after the date the alleged offence is said to have occurred; and
 - iii) Meet on a date, and at a time, and venue, agreed to by its members.
- d) The hearing committee shall have the power to impose decisions, bans, penalties and/or suspensions. These decisions will be binding and final.
- e) The hearing committee reserves the right to instruct any person connected with the incident for which the committee has been called, to appear and give any evidence deemed necessary to the hearing of the alleged offence.
- f) Persons called to give evidence under CLAUSE 9 (e) shall be given, in writing, at least seven (7) days notice of their obligations under that clause. Such notice shall state the date, time, and venue of the hearing.
- g) In the event of any person named in a report, as having committed an offence, failing to appear as summoned, without reasonable cause as determined by the hearing committee, that person shall be banned from attending or playing in any matches by MUFC until such time as that person appears.
- h) In the event of the misconduct being proved to the satisfaction of the hearing committee, the hearing committee shall impose such penalties as it sees fit.

CLAUSE 10 ANNUAL GENERAL MEETINGS**ORDER OF BUSINESS**

The order of business at an Annual General Meeting shall be:

- i) Roll call;
- ii) Apologies;
- iii) The confirmation of the last preceding annual general meeting and of any special general meeting held since that meeting;
- iv) Presentation for adoption of annual reports;
- v) Presentation for adoption of the annual financial statement;
- vi) Presentation for adoption of the annual statement, as required by the Department of Fair Trading;
- vii) Amendments to the Statement of Objectives and Rules of MUFC together with amendments to the By-Laws of MUFC;
- viii) Declaration of vacancy of all offices;
- ix) The election of executive members, (President, Vice-President, Treasurer, Secretary);
- x) The election of additional committee of management members, (Junior Football Coordinator, Publicity Officer, Property Officer and Coaching Coordinator);
- xi) The election of life members,
- xii) The naming of all players declared to unfinancial players;
- xiii) The determination of fees for the up-coming season
- xiv) Any general business deemed to be of importance.

CLAUSE 11 UNOFFICIAL MATCHES / VISITATIONS

- a) No MUFC team will be permitted to take part in any match with a visiting club, team or association without the approval of the committee.
- b) No MUFC team will be permitted to take part in trips inside or outside the Bathurst District Football jurisdiction without the approval of the committee.
- c) Any MUFC team wishing to participate in any unofficial match or visitation must;
 - i) Seek approval from the committee, giving details of such unofficial matches, visits or trips; and
 - ii) Receive the written approval of the committee for such matches, visits or trips before they take place.
- d) Any team failing to comply with CLAUSE 11 (a) to (c) will be dealt with as the committee sees fit.
- e) MUFC must seek permission from BDF to participate in any match, carnival or tournament outside the jurisdiction of BDF.

CLAUSE 12 TRAINING

MUFC must apply to BDF for approval to use only its authorised and approved facilities for training. Any team wishing to train at facilities outside the jurisdiction of BDF must first seek the approval of the MUFC committee to do so.

CLAUSE 13 REGISTRATION OF PLAYERS**A. PERIOD OF REGISTRATION**

Player registrations in all age groups will:

- a) Be accepted when the MyFootball Club portal is updated with the current season's package structures and opened by MUFC until 30th June in that same year;
- b) Under special circumstances, and only with the permission of the appropriate body, after 30th June in that same year;
- c) Must be renewed after 31st December in any year.

B. REGISTRATION REQUIREMENTS FOR NON COMPETITIVE GRADES

- a) Each player or player's legal guardian will be required to complete the online registration process for Macquarie United FC via the My Football Club (MFC) portal.
- b) The link is. <https://www.playfootball.com.au/player/player-registration>
- c) Player Registration is current for one season only.

C. REGISTRATION REQUIREMENTS FOR COMPETITIVE GRADES

- a) Each player or player's legal guardian will be required to complete the online registration process for Macquarie United FC via the My Football Club (MFC) portal.
- b) The link is. <https://www.playfootball.com.au/player/player-registration>
- c) Each player will be required to upload into their MFC account, a BDF approved photo.
- d) Player Registration is current for one season only.

D. ELIGIBILITY OF PLAYERS TO REGISTER

The registration of a player shall not be accepted if the player:

- a) Is deemed to be unfinancial
- b) Does not fulfil the criteria set out by BDF Inc. under Clause 16 of its By-Laws
- c) Has a history of unsatisfactory attendance at team games without good reason.
- d) Has been recruited without consultation or approval from the club committee.
- e) Has previously acted or behaved in a manner contrary to the MUFC codes of conduct.
- f) Makes unreasonable demands or protests about the placement of him/her into a team

E. DUAL REGISTRATION

Any approved player from another primary club wishing to dual register with MUFC, will be required to pay an additional \$50:00 to MUFC. This additional fee will cover costs set by BDF and the referees associated with their dual registration status.

F. DE REGISTRATION

Players wishing to De Register from MUFC;

- a) Must not have participated in any sanctioned competition match under the jurisdiction of BDF in the current registration year.
- b) Will receive a full refund if they have meet the requirements of Clause 13 (F) (a)
- c) May, or in certain circumstances may not, receive a partial refund if they do not meet the requirements of Clause 13 (F) (a)

G. ALLOCATION OF PLAYERS INTO TEAMS

Based on team nominations, consultations with coaches and managers, previous playing history and in the interests of a progressive club structure, all players will be allocated into their respective teams by the club registrar using the MFC registration system.

CLAUSE 14 UNFINANCIAL PLAYERS

- a) Players declared unfinancial to MUFC will also be deemed to be unfinancial with BDF Inc.
- b) Unfinancial players shall be precluded from registering with any other club or association until such time as the committee declares, in writing to BDF, that player to be financial.
- c) A register of unfinancial players shall be kept and shall show the player's names, monies owing, reasons for and date upon which those players were declared unfinancial.
- d) No clearance will be given by MUFC to any unfinancial player.

CLAUSE 15 FORFEITS

In accordance with and in addition to BDF Inc. Clause 18 (13) "Forfeits", any MUFC team that incurs a forfeit will be required to cover the full costs associated with the said forfeited match.

CLAUSE 16 DEFERRED GAMES

- a) In accordance with BDF Inc. Clause 18 (11) "Deferred Games", games drawn to be played on a set date shall be played on that date.
- b) Only under exceptional circumstances and only with the full consent of the Executive shall any MUFC team defer a match from the normal and current competition draw.
- c) Team Coaches and Managers must consider and exhaust all other possible options to the satisfaction of the committee prior to application for deferment.
- d) The MUFC committee must receive application for deferment at least 21 days prior to the normal competition draw date.

CLAUSE 17 SPECTATORS

- a) Under no circumstances are spectators to enter the field of play during a competition match.
- b) Spectators interfering with play or using abusive language will be cited under CLAUSE 24 of the BDF By-Laws and dealt with by a BDF disputes committee.

CLAUSE 18 MISCONDUCT

- a) All players, officials, members or spectators associated with MUFC are bound by the Codes of Conduct of good sportsmanship. Any person who breaches these codes of conduct will be dealt with as the committee sees fit. Penalties may include but are not restricted to:
 - i) Suspension from playing for an agreed period of time
 - ii) Expulsion from MUFC
 - iii) Suspended financial penalty, invoked by further acts of misconduct.
- b) It shall be competent for any player, official, member or spectator to report to MUFC any cases, which may be prejudicial to the objects or interests of MUFC.
- c) Such reports must be received by the Secretary within 72 hours of the incident, and shall name any person accused of conduct prejudicial to the objects or interests of MUFC.
- d) The report shall record full details of the alleged misconduct and must include the names and addresses of witnesses who may be called to give evidence before a MUFC Committee formed to hear and determine the outcomes of the alleged misconduct.
- e) Minor breaches and various grievances can be brought to, addressed and resolved by the Executive Committee as it seems fit.

CLAUSE 19 PLAYER RECRUITMENT

- a) No player shall be enticed or coerced to play for MUFC by means of entitlements or rewards.
- b) No player shall be approached to play for MUFC without the authorisation of the MUFC committee.
- c) In general, poaching or recruiting players from other clubs, teams or external sources is not condoned and contradicts the core values and beliefs upheld by MUFC.
- d) Any member of MUFC or persons associated to, who wish to recruit or seek out extra players to join MUFC must first discuss the proposal with the committee and agree to ensure that all liabilities, benefits and reasoning's are presented for consideration and approval.

CLAUSE 20 TEAM NOMINATIONS

- a) Teams considering playing for MUFC, particularly Senior teams will need to be fully registered and fully paid through the online MFC system before they will be nominated into the BDF competitions.
- b) Expressions of interest for prospective teams will be sought from all current Coaches / Managers at the conclusion of the previous season to enable pre planning during October to February.
- c) Coaches and Managers must have their team nominations submitted as early as possible to the MUFC committee and by no later than Feb 28 have made all efforts to complete the following criteria for the current season.
 - i) Have a full team of at least the minimum numbers required. (e.g. 11 for a senior competitive team.)
 - ii) Ensure each player has fully completed their online registration in MFC
 - iii) Ensure each player is fully paid (financial). Payment selection via the online MFC system.
 - iv) Has a current legible passport size photo loaded in their MFC account if playing in a competitive side.(Non-competitive juniors are not required to have a photo but can include one if they wish)
- d) Teams specifically wishing to nominate and play midweek under lights will be required to pay an additional light levy. The amount per player will be a direct proportion to the amount of games played and the number of players in the team. BDF currently set a standard fee of \$20 per game, per team.

CLAUSE 21 PLAYERS COMMITMENT

- a) A person who registers with MUFC is by all intent and purpose joining the club as a player. It will be the agenda of the MUFC committee to accommodate every player to the best of its ability, with a view to offer experiences and enjoyment that are beneficial to all. In return a player is expected to commit a reasonable amount of time and effort to ensure his or her team is participating at its highest levels.
- b) Players should ensure they have the team and their coach in mind when making choices to play or not. Players are expected to travel if the competition calls for it. Forfeiting is not an option as it is costly for everyone in more ways than one.
- c) Courtesy to the coach and fellow players is priority. Arrangements can to be made if a player is unavailable. This can be made easier if the player has made the effort to advise the team early of their intentions.
- d) Canteen is part of our responsibilities and participation brings continuing benefits to all club members. Rosters are drawn every season with allocations divided as fairly among all the teams as possible. Short durations of assistance provide opportunity for involvement and give others a chance to go home or attend other priorities. Players should make themselves available to assist when rostered to do so.
- e) Support of the club and its activities is highly encouraged and recognition for these efforts is given in many ways, either formally at end of year presentations or informally by way of verbal, or written communications.

CLAUSE 22 SPONSORSHIP

- a) Sponsorship of MUFC, its teams and individuals will be considered and approved by the committee.
- b) Club sponsors will be considered at any time with the intention of finding a mutual benefit to both parties
- c) Sponsorship can be found in many forms and each proposal will be considered on its merit. A standard contractual document for sponsorship between MUFC and a sponsor can be found by the link in Appendix 1 of the MUFC By-Laws.
- d) Shirt sponsors will have exclusive rights for a maximum of three (3) years before a competitor of their business can be included in the playing strips. Shirts will if cared for, last 8 to 10 years. This gives a shirt sponsor exposure though the football community for many years after the initial outlay of funds.

CLAUSE 23 SOCIAL MEDIA

- a) MUFC shall adopt the governing body Football New South Wales policy on social media.
- b) In summary, for MUFC members and authorised others using social media, such use:
 - i) Must not contain, or link to, libellous, defamatory or harassing content – this also applies to the use of illustrations or nicknames;
 - ii) Must not comment on, or publish information that is confidential in anyway;
 - iii) Must not bring the organisation or the sport into disrepute; or
 - iv) Must not otherwise be in breach of the FFA, FNSW, BDF and MUFC's Codes of Conduct.

CLAUSE 24 BY-LAWS

- a) MUFC may make such By-Laws not inconsistent with those rules, as it deems necessary for the proper and efficient management of MUFC.
- b) These By-Laws may be rescinded or amended by a Special Resolution at either the Annual General Meeting or at a Special General Meeting of MUFC.
- c) Amendments for adoption by a Special Resolution as in CLAUSE 24 (b) shall be circulated to members at least twenty one (21) days prior to the Annual General Meeting.
- d) A Special General Meeting shall be called at least one (1) calendar week prior to the Annual General Meeting to consider amendments to the By-Laws.
- e) Amendments approved at the Special General Meeting called to consider such amendments by a majority of those present and entitled to vote shall be presented at the Annual General Meeting for approval.
- f) Amendments approved as in CLAUSE 24 (e) shall be circulated to members at least five (5) days prior to the Annual General Meeting.
- g) Amendments to MUFC's By-Laws shall be approved at each Annual General Meeting by a majority vote of those present and entitled to vote.

APPENDIX 1

LINKS TO DOCUMENTS.

- a) Club Sponsorship
- b) General Meetings Template
- c) Dual registration Template
- d) Canteen Roster Template
- e) Criteria for Awards and Recognition
- f) MUFC Time Line

APPENDIX 2

LIFE MEMBERS OF MUFC

Mark Dunbar

Greg Hallett

Craig Anderson

Peter Bennett

Eddie Allman Snr

Andrew Speed

Kevin Allen

Geoff Rankine