

# UNSW OUTDOORS CLUB

## CONSTITUTION

July 2025

### 1 Name of the Club

The name of the Club is the UNSW Outdoors Club.

### 2 Definitions and Interpretations

#### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

“**Arc**” means Arc @ UNSW Limited;

“**Club**” means the club named in **clause 1**;

“**Committee**” means the body managing the Club consisting of the Executive Committee Members as well as Ordinary Committee Members;

“**Constitution**” means this Constitution as adopted by the Club;

“**Executive/s**” means Executive Committee Member/s;

“**Executive Committee Member/s**” means an office-bearing Member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution. Executive Committee Members have additional powers and responsibilities as per this Constitution compared to Ordinary Committee Members;

“**General Meeting**” means the Annual General Meeting or any Special General Meeting of the Club;

“**Member**” means a Member of the Club in **clause 4**;

“**Objects**” means the Objects of the Club in **clause 3**;

“**Register**” means a register of Members kept and maintained in accordance with **clause 5**;

“**Regulations**” means the regulations as developed in accordance with this Constitution and adopted by the Club;

“**Student**” means a currently enrolled Student of the University;

“**University**” means the University of New South Wales;

“**Ordinary Committee Members**” means non-office-bearing Member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution;

“**Ordinary Resolution**” means a simple majority vote by those in attendance of a General Meeting; and

“**Special Resolution**” means a 75% majority by those in attendance of a General Meeting.

## 2.2. Interpretation

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority and duty;
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include all genders;
- (e) References to persons include corporations and bodies politic;
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person; and
- (g) A reference to "writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 2.3. Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

## 3 Objects of the Club

The Club is established solely for the Objects. The Objects of the Club are to:

- (a) Conduct, encourage, promote, advance and administer outdoor adventure sport throughout the University;
- (b) Act at all times on behalf of and in the interest of the Members and their sport;
- (c) Affiliate and otherwise liaise with Arc, the University and any sport specific state body of which the Club is a Member and adopt their rule and policy frameworks to further the Objects;
- (d) Abide by, enforce and secure uniformity in the application of the rules of their sport as may be determined from time to time by the sport specific national sporting organisation or international federation;
- (e) Have regard to the public interest and Members of the outdoors community in its operations;
- (f) Undertake and or do all such things or activities which are necessary, incidental, or conducive to the advancement of the Objects;
- (g) Promoting an appreciation and stewardship of the natural environment through adventure sports; and
- (h) Increase Student participation and Membership within the Club.

## **4 Members**

### **4.1. Full Members**

- (a) Persons over the age of 18 who have lodged with the Club the appropriate Membership application, in the form prescribed from time to time by the Committee, and accompanied by the appropriate fee shall be a full Member of the Club;
- (b) Full Members have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) Persons under 18 years of age cannot be Members of the Club.

### **4.2. Life Members**

- (a) The Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member;
- (b) A resolution of the Annual General Meeting to confer Life Membership on the recommendation of the Committee must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer Life Membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member;
- (d) Life Members have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (e) Life Members are considered full Members in all capacities other than the requirement for payment of Membership fees.

## **5 Register of Members**

### **5.1. Club to Keep Register**

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) The full name, email address, phone number, emergency contact, and date of entry of each Member;
- (b) Where applicable, the University Student number of any Member; and
- (c) Where applicable, the date of termination of Membership of any Member.

Members shall provide written notice to the Club of any change to required details within two (2) weeks of such change.

### **5.2. Inspection of Register**

Having regard to any applicable confidentiality considerations and privacy laws, the Register shall be available for inspection, upon request, by Arc. The address or other direct contact details of any Member are not to be given or sold to any other person/s.

### 5.3. Use of Register

Subject to any applicable confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such a manner as the Committee considers appropriate.

## **6 Membership**

### 6.1. Effect of Membership

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and any relevant Regulations;
- (b) They shall comply with and observe this Constitution and any relevant Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) By submitting to this Constitution and any relevant Regulations they are subject to the jurisdiction of the Club, Arc and any sport specific regional and/or state body;
- (d) The Constitution and any relevant Regulations are necessary and reasonable for promoting the Objects of the Club, in particular the development of their sport at University; and
- (e) They are entitled to all benefits, advantages, privileges and services of Club Membership.

### 6.2. Commencement of Membership

Membership with the Club will commence upon:

- (a) Completion of the relevant Membership form as prescribed by the Committee; and
- (b) Payment of any applicable subscription or fees.

### 6.3. Duration of Membership

The duration of a Member's Membership shall last from commencement of Membership for the period selected and paid for as specified on the relevant Membership form.

### 6.4. Renewal

Members (other than Life Members) must renew their Membership in accordance with the procedures set down by the Club in any relevant Regulations or as otherwise specified from time to time.

### 6.5. Deemed Membership

All persons who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members from the time of approval of this Constitution.

## **7 Discontinuance of Membership**

### **7.1. Notice of Resignation**

A Member who has paid all arrears of fees payable to the Club may resign or withdraw from Membership of the Club at any time by providing notice. This does not entitle a refund.

### **7.2. Discontinuance for Breach**

Membership of the Club may be discontinued by the Executive upon breach of any clause of this Constitution or any relevant Regulations, including, but not limited to, the failure to pay any monies owed to the Club. In order to do so, the Club must:

- (a) Give the accused Member the opportunity to explain and/or remedy the breach prior to discontinuance of their Membership; and
- (b) If not satisfied with the explanation provided, give written notice of the discontinuance to the Member.

### **7.3. Member to Re-Apply**

A Member whose Membership has been discontinued under **clauses 7.1 or 7.2**:

- (a) Must seek renewal or re-apply for Membership in accordance with this Constitution and any relevant Regulations; and
- (b) May be re-admitted at the discretion of the Executive.

### **7.4. Forfeiture of Rights**

A Member who ceases to be a Member, for any reason, shall forfeit all rights, privileges and claims upon the Club and its property, including intellectual property. All Club documents, records, or other property, whether physical or electronic, in the possession, custody or control of that Member shall be returned to the Club immediately.

### **7.5. Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member are forfeited to the Club upon discontinuance. The Club may refund these on a pro-rata basis at its discretion. Any use of the Membership benefits precludes refunding of Membership fees.

### **7.6. Appeal**

Any Member of the Club who believes that their Membership has been wrongly discontinued by the Club may appeal to Arc, who will arrive at the final resolution of the matter.

## 8 Discipline

### 8.1. General Grounds for Discipline

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, any relevant Regulations or any resolution or determination of the Committee or any duly authorised Committee Member;
- (b) Acted in a manner unbecoming of a Member, unsafe practice as dictated by the Executive, or prejudicial to the purposes and interests of the Club and or their sport; or
- (c) Brought the Club, any other Member or their sport into disrepute.

### 8.2. Disciplinary Actions

Disciplinary actions may include but are not limited to:

- (a) Suspension or removal from leadership, or Committee roles;
- (b) Suspension or expulsion from the Club;
- (c) Restrictions on participation; or
- (d) Any other proportionate action deemed appropriate by the Executive.

### 8.3. Financial Reparations

The Club may seek financial reparations as the Executive deems reasonably appropriate.

Such reparations may include, but are not limited to:

- (a) Reimbursement for any loss, damage, or disappearance of Club property caused by the Member; or
- (b) The return of any outstanding Club property held by a Member upon discontinuance of their Membership.

### 8.4. Misconduct Referral

Misconduct which passes the threshold as specified by Arc and/or The University, shall be referred to Arc and/or The University in line with the respective policies. Examples of misconduct which may require reporting may include, but are not limited to Assault, Sexual Misconduct, Embezzlement, or Theft.

### 8.5. Formal Complaints to Higher Bodies

A Member may be immediately suspended upon allegations of misconduct by another Member formally made to the University, police, or similar power. The Member may be banned for the duration of formal proceedings. Should the Member be found guilty by formal proceedings, the Executive may respond with actions in line with **Clause 8.2** and as per this Constitution.

### 8.6. Jurisdiction

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in any relevant Regulations.

## **9 Subscription and Fees**

### **9.1. Membership Subscription**

The Membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the Executive.

### **9.2. Student Membership**

When determining the applicable Membership subscription, the Club must provide a minimum 10% price differential between Student, Alumni and Staff of the University from other Members.

## **10 Existing Committee**

The Committee of the Club in office immediately prior to approval of this Constitution shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

## **11 Powers of the Committee**

Subject to this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised by the Committee. This shall include but is not limited to the activities and finances of the Club. In particular the Committee shall act in accordance with the Objects of the Club and shall operate for the benefit of the Members and their sport. At all times, the Committee is bound by the decisions of any General Meeting.

## **12 Composition of the Committee**

### **12.1. Composition of the Committee**

The Committee shall comprise:

- (a) At least four (4) Office-Bearing Executive Committee Members as specified in **clause 13** who must all be Members elected under **clause 14**;
- (b) A number of Ordinary Committee Members as determined by the Executive who must all be Members elected under **clause 14**;
- (c) Up to two (2) appointed Committee Members who need not be Members and who may be appointed by the Executives in accordance with **clause 15**;
- (d) Member Protection Information Officer and Grievance Officer in accordance with **clause 12.4**; and
- (e) The Sport Clubs Coordinator in accordance with **clause 12.5**.

#### 12.2. Election and Appointment of The Committee

The process for the election and appointment of The Committee shall be as follows:

- (a) Elected Committee Members shall be elected under **clause 14**; and
- (b) Appointed Committee Members may be appointed under **clause 15**.

#### 12.3. Portfolios

The Executive may allocate portfolios to Ordinary Committee Members.

#### 12.4. Member Protection Information Officer and Grievance Officer

The following roles shall be designated to elected or appointed Committee Members by the Executive and shall be held simultaneously with another office or portfolio. These roles will be fulfilled in accordance with the requirements of Arc:

- (a) Member Protection Information Officer; and
- (b) Grievance Officer.

#### 12.5. The Sport Clubs Coordinator

The Sport Clubs Coordinator, or their equivalent position, shall be ex-officio Members of the Committee of the Club, but they shall have no right to vote at any meeting of any such Committee solely by virtue of these offices.

### 13 Executive Committee Members

#### 13.1. Office Bearers

The office bearing Executives shall consist, at least, of:

- (a) One (1) President;
- (b) One (1) Secretary;
- (c) One (1) Treasurer; and
- (d) One (1) Arc Delegate.

One Member is permitted to hold the position of Arc Delegate simultaneously with another office bearing position, provided that a minimum of three different Members shall remain on the Executive at all times.

#### 13.2. Promotion to Executive

Any duly elected or appointed Member of the Committee may be promoted to be an Executive Committee Member at any time at the discretion of the Executive for the remaining duration of the Committee's term.

#### 13.3. Job Sharing

Job sharing of any Executive's position is not permitted unless that additional person has been duly elected under **clause 14** or appointed under **clause 15**.

#### 13.4. President

The duties of the President shall include, but are not limited to:

- (a) To chair all Committee and General Meetings of the Club held throughout the duration of their term;
- (b) To oversee and coordinate the activities and administration of the Club;
- (c) To ensure that the Executive and Ordinary Committee Members are aware of their function, responsibilities and duties, as laid out in this Constitution or any relevant Regulations.
- (d) To ensure that the Executive and Ordinary Committee Members perform their function, responsibilities and duties, as laid out in this Constitution or any relevant Regulations, through regular correspondence, advertised meetings, reports, notices and/or newsletters;
- (e) To have a thorough knowledge of the Club's Constitution;
- (f) To plan, with the rest of the Committee, the coming year's activities;
- (g) To represent the Club as the official spokesperson whenever necessary;
- (h) To liaise with Arc and the University on behalf of the Club;
- (i) To facilitate the Club's re-affiliation in a timely manner;
- (j) To ensure that Arc are notified of any personnel changes in the Committee;
- (k) To develop and implement a succession plan for future Committees;
- (l) Other duties as in accordance with this Constitution.

#### 13.5. Secretary

The duties of the Secretary shall include, but are not limited to:

- (a) To manage all Club correspondence in an appropriate manner;
- (b) To organise General Meetings, develop an agenda in consultation with the President and keep minutes at General Meetings;
- (c) To maintain a filing system for all Club documents and papers;
- (d) To ensure all necessary documents are submitted to Arc by the required deadlines including but not limited to the annual report and updated Register;
- (e) To coordinate and facilitate elections for The Committee including calling for and collecting nominations;
- (f) To maintain the accuracy of the Register; and
- (g) To create and present an annual report to Members at the Annual General Meeting; and
- (h) Other duties as in accordance with this Constitution.

### 13.6. Treasurer

The duties of the Treasurer shall include, but are not limited to:

- (a) To keep and maintain all Club financial records and documents;
- (b) To maintain a clear and accurate record of all financial transactions carried out by or on behalf of the Club;
- (c) To keep the Club informed of its financial position through regular communications;
- (d) To create and present an annual financial report to Members at the Annual General Meeting;
- (e) To carry out financial transactions as authorised by the Committee;
- (f) To create and submit a budget to Arc by the required deadline;
- (g) To avoid a position of debt for the Club that cannot be repaid;
- (h) To endeavour to match costs and income as closely as possible;
- (i) To require a receipt or docket to validate any expenditure by or on behalf of the Club;
- (j) To provide a receipt to any person who pays monies to the Club for any reason;
- (k) To bank all monies received as soon as possible;
- (l) To ensure that Club funds are not misused at any time; and
- (m) Other duties as in accordance with this Constitution.

### 13.7. Arc Delegate

The duties of the Arc Delegate shall include, but are not limited to:

- (a) To facilitate and organise the Club's O-Week activities and presence;
- (b) To be aware of the Arc funding system, its requirements and its possibilities for the Club;
- (c) To liaise with Arc and the rest of the Committee;
- (d) To have a good working knowledge of Arc forms and procedures;
- (e) To collect all Club mail from Arc;
- (f) To communicate with the rest of the Committee at the conclusion of each Sports Council meeting to pass on any relevant information; and
- (g) Other duties as in accordance with this Constitution.

### 13.8. Student Representation

- (a) The Arc Delegate must be a current Student; and
- (b) The Club shall aim to fill a majority of Executive positions by Students.

## **14 Election of Committee Members**

### 14.1. Nomination for Committee

Nominations for elected Committee Offices and Portfolios shall be called for at, or up to thirty (30) days prior to, a General Meeting where Committee elections will take place. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Committee.

#### 14.2. Form of Nomination

Nominations will be accepted:

- (a) In writing, on the prescribed form (if any) provided for that purpose and delivered to the Club before the date fixed for the General Meeting; or
- (b) In person, verbally when called for at the General Meeting.

#### 14.3. Elections

- (a) If the number of nominations received is equal to the number of vacancies for any single Committee office or portfolio, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote;
- (b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members under **clause 14.3(a)**, the positions can be reopened for nomination by the Executive or be deemed casual vacancies under **clause 16.1**;
- (c) If the number of nominations exceeds the number of vacancies to be filled, a voting plan shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Committee; and
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Committee in line with **clause 25**.

#### 14.4. Term of Appointment for Elected Committee Members

- (a) Committee Members elected under **clause 14** shall be elected for a term of approximately one (1) year;
- (b) Subject to the provisions in this Constitution relating to early retirement or removal of Committee Members, elected Committee Members shall remain in office from the conclusion of the General Meeting at which the election occurred until two weeks after the conclusion of the following Annual General Meeting; and
- (c) The final two weeks of the term is primarily to facilitate the handover to the new Committee.

#### 14.5. Re-election

Committee Members may be re-elected after the expiry of their term provided they do so in accordance with the election procedure in this clause.

### 15 Appointed Committee Members

#### 15.1. Appointment of Committee Members

The elected Executives may appoint up to two (2) appointed Committee Members.

#### 15.2. Qualifications for Appointed Committee Members

The appointed Committee Members may have specific skills in management, commerce, finance, marketing, law or business generally or such other skills or knowledge which complement the Board composition. They do not need to be Members.

15.3. Term of Appointment

- (a) Committee Members appointed under **clause 15** shall be appointed for a term of approximately one (1) year;
- (b) Subject to the provisions in this Constitution relating to early retirement or removal of Committee Members, appointed Committee Members shall remain in office from the time of appointment until two weeks after the conclusion of the following Annual General Meeting;
- (c) The final two weeks of the term is primarily to facilitate the handover to the new Committee; and
- (d) The appointment to Committee may be revoked by a simple majority vote of the Committee for not meeting duties as per this Constitution.

**16 Vacancies on the Committee**

16.1. Casual Vacancies

- (a) As per **clause 13.2** the filling of a casual vacancy on the Executive may be filled by the promotion of a Committee Member;
- (b) Any casual vacancy occurring in the Committee may be filled by the remaining Committee Members. Any casual vacancy may only be filled for the remainder of the Committee's term under this Constitution; and
- (c) The Executive can also choose to reopen nominations to elect a new Ordinary or Executive Committee Member under **clause 14** or appoint a new Ordinary or Executive Committee Member under **clause 15** to fill any casual vacancy.

16.2. Grounds for Termination of a Committee Member

The office of an Executive Committee Member, or portfolio of an Ordinary Committee Member may become vacant if the Committee Member:

- (a) Dies;
- (b) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (c) Resigns their office in writing to the Club;
- (d) Is absent without the consent of the Executive for three (3) or more consecutive meetings of the Committee;
- (e) Holds any office of employment with the Club without the prior approval of the Executive;
- (f) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (g) In the opinion of the Committee, but subject always to this Constitution, has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club and has brought the Club into disrepute; or
- (h) Is removed by Special Resolution.

## 17 Meetings of the Committee

### 17.1. Committee to Meet

Any Committee Member may at any time convene a meeting of the Committee in line with **clause 17.4**. The Committee shall meet as often as is deemed necessary for the dispatch of business:

- (a) At a minimum eight (8) meetings per year;
- (b) At least once in each University teaching period; and
- (c) Aiming for a meeting at least once per month.

### 17.2. Decisions of the Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes.

- (a) All Executives shall have one vote on any question;
- (b) At the discretion of the Chairperson, one vote may be given to each remaining Committee Member in attendance on any question;
- (c) The determination of a majority of votes shall for all purposes be deemed a determination of the Committee; and
- (d) Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### 17.3. Quorum

At meetings of the Committee the number of Executives whose presence is required to constitute a quorum is three (3).

### 17.4. Notice of Committee Meetings

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), no less than fourteen (14) days written notice of the meeting of the Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member not less than four (4) days prior to such meeting.

### 17.5. Chairperson

The President will act as chairperson unless they are otherwise unavailable. The chairperson shall be the nominal head of the Club and will act as chair of any Committee meetings or General Meetings at which they are present. If the President is not present or is unwilling or unable to preside at a Committee meeting the remaining Executives shall appoint another Committee Member to preside for that meeting only.

#### 17.6. Conflict of Interest

A Committee Member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If a vote is cast, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by a vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

#### 17.7. Disclosure of Interests

The nature of the interest of the Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Committee at the next meeting of the Committee. If a Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee Member becomes interested.

#### 17.8. General Disclosure

A general notice stating that a Committee Member is a Member of any specified firm or company and that they are "interested" in all transactions with that firm or company will be sufficient for the purposes of disclosure. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

#### 17.9. Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 17.7** and/or **17.8** must be recorded in the minutes of the relevant meeting.

### **18 Delegations**

#### 18.1. The Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special Committees, individual officers and consultants to carry out specific duties and functions.

### 18.2. Delegation May Be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These must be specified in the delegation and will, at minimum, include:

- (a) That the Committee shall determine what powers these delegations are given;
- (b) That the function, the exercise which has been delegated, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation;
- (c) That the entity exercising the delegated powers shall make decisions in accordance with the Objects; and
- (d) That the entity exercising the delegated powers shall provide the Committee with details of all material decisions as well as any other reports, minutes and information required by the Committee.

### 18.3. Revocation of Delegation

At any time the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

## **19 Annual General Meeting**

- (a) The Club's Annual General Meeting shall be held in accordance with this Constitution. It should be held at least once every calendar year on a date and at a venue determined by the Committee; and
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **20 Special General Meetings**

### 20.1. Extraordinary General Meeting

Any and all reference to an Extraordinary General Meeting will be a reference to a Special General Meeting.

### 20.2. Special General Meetings May be Held

The Committee may, whenever it thinks fit, convene a Special General Meeting.

20.3. Requisition of Special General Meetings

- (a) The secretary will convene a Special General Meeting when five per cent (5%) of Members (no less) submit a requisition in writing;
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one of more of the Members making the requisition;
- (c) If the Committee does not cause a Special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held no later than three months after that date; and
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

**21 Notice of General Meeting**

- (a) Notice of every General Meeting shall be given, in writing, to Arc.
- (b) Notice of every General Meeting shall be given, in writing, to every Life Member and other Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The Committee shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings;
- (c) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting;
- (d) At least ten (10) days notice of a General Meeting shall be given to those Members entitled to receive notice, together with the agenda for the meeting and any notice of motion received from Members entitled to vote; and
- (e) Notice of every General Meeting shall be given in the manner authorised in **clause 35**.

## **22 Business**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee and the election of the Committee under this Constitution;
- (b) All business that is transacted at a General Meeting and at an Annual General Meeting, with the exception of those matters set down in **clause 22(a)**, shall be special business;
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting; and
- (d) Attendance shall be collected and recorded in The Club's formal records system for the purposes of determining Quorum (24.1).

## **23 Notices of Motion**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than twenty-five (25) days (excluding receiving date and meeting date) prior to the General Meeting.

## **24 Proceedings at General Meetings**

### **24.1. Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be fifteen (15) Members or 50% of all Members, whichever is the lesser.

### **24.2. Chairperson to Preside**

The chairperson of the Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) In relation to any election for which the chairperson is a nominee; or
- (b) Where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the Committee present shall appoint another Committee Member to preside for that meeting only.

### 24.3. Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until a date, time and place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse;
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; and
- (d) Except as provided in **clause 24.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### 24.4. Voting

At any meeting a resolution put to the vote of the meeting shall be decided on as per **clause 25**.

### 24.5. Recording of Determinations

The determination of any resolution put to the vote of the meeting shall be recorded as per **clause 25**.

## 25 Voting at General Meetings

### 25.1. Members Entitled to Vote

Each Member who is entitled to vote, subject to this Constitution, shall be entitled to one vote at General Meetings.

### 25.2. Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

### 25.3. Voting Procedure

Voting shall be decided on a show of hands and/or equivalent synchronous means.

#### 25.4. Proxy Voting

Proxy voting shall be permitted at all General Meetings.

- (a) A Member shall be entitled to appoint in writing, a natural person to be their proxy at a General Meeting;
- (b) A proxy must identify themselves to the Chairperson before voting begins and produce the written appointment;
- (c) A Member may only act as proxy for one (1) absent Member;
- (d) While acting as a proxy, a Member remains entitled to cast their own separate vote; and
- (e) For purposes of the quorum, a Member acting as a proxy counts as a single Member.

#### 25.5. Counting of votes

The Chairperson may make a declaration as to the outcome of the vote, Every vote does not need to be counted if the outcome is clear. This declaration shall be the conclusive evidence of the result of a vote.

#### 25.6. Recording the Determination of a Vote

The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's formal records system.

#### 25.7. Poll Vote

A poll vote is an accurate counting of every single vote to determine if the required number of votes was reached.

- (a) A poll vote can be demanded before or on the declaration of the result of the show of hands by:
  - (i) The chairperson; or
  - (ii) A simple majority of the Members.
- (b) If a poll vote is duly demanded, it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs.
- (c) The result of a poll vote shall record the number of votes in favour of and against the resolution; the result of the resolution must be recorded in the Club's formal records system.

### **26 Grievance Procedure**

#### 26.1. Parties to the Grievance

The grievance procedure set out in this clause applies to disputes between a Member and:

- (a) Another Member; or
- (b) The Club.

## 26.2. Higher Body Proceedings

All matters involving ongoing formal police, legal, University or equivalent investigations or proceedings must be referred to Arc, and the **subsequent subclauses of 26** may not apply.

## 26.3. Procedure

- (a) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties; and
- (b) 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 ten (10) days, refer the dispute for resolution to Arc in accordance with the procedures determined by Arc from time to time.

## 26.4. Additional Procedures

The Executive may prescribe additional grievance procedures in any relevant Regulations consistent with this **clause 26**.

## 26.5. Arc

- (a) In a dispute between a Member and the Club, parties can bring the matter directly to Arc for resolution. Arc has the discretion to refuse to hear the dispute at the first instance if it is deemed inappropriate; and
- (b) Arc will have final resolution for all disputes.

# 27 Records and Accounts

## 27.1. Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and Committee). It shall produce these as appropriate at each Committee or General Meeting. The books of account shall be kept in the care and control of the Secretary.

## 27.2. Committee to Submit Accounts

The Committee shall submit the Club's statement of account to the Members at the Annual General Meeting in accordance with this Constitution. The Committee shall also submit the Club's statement of account to Arc whenever requested.

## 27.3. Accounts to be Sent to Members

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, including Arc, a copy of the statements of account, the Committee's report and every other relevant document.

#### 27.4. Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Executives or in such other manner as the Committee determines.

### **28 Income**

#### 28.1. Income and Property of the Club

Income and property of the Club shall be derived from such sources as the Committee determines from time to time. The income and property of the Club shall be applied solely towards the promotion of the Objects.

#### 28.2. Exceptions

Except as otherwise prescribed in this Constitution:

- (a) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and
- (b) No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

#### 28.3. Payment in Good Faith

Provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction, payment in good faith can be made to any Member or Office Holder for:

- (a) Any services actually rendered to the Club whether as an employee, Committee Member or otherwise;
- (b) Goods supplied to the Club in the ordinary and usual course of operation;
- (c) Rent for premises demised or let by any Member to the Club; or
- (d) Any out-of-pocket expenses incurred by a Member on behalf of the Club;

### **29 Finance**

- (a) The Club shall hold an account with a financial institution approved by Arc;
- (b) At least two (2) Executives must approve all accounts and expenditures for payment;
- (c) At least three (3) Executives must be bank account signatories, one of whom must be the Treasurer; and
- (d) All financial transactions shall require the signature of two (2) duly authorised Members of the Executive.

## **30 Dissolution**

### **30.1. Dissolution by Special General Meeting**

- (a) The secretary will convene a Special General Meeting when at least twenty per cent (20%) of all Members submit a requisition in writing stating the intention to dissolve the Club;
- (b) The secretary must convene the Special General Meeting within twenty-one (21) days of receiving the submission with the item "Dissolution" the only item on the agenda;
- (c) Notice for such a meeting must be given according to **clauses 21 and 35**;
- (d) Quorum for such a meeting will be seventy-five per cent (75%) of all Members;
- (e) All other procedures at such a meeting shall follow **clause 24**; and
- (f) If the motion for dissolution is carried by two-thirds (2/3) majority of those present and entitled to vote, the Club shall be dissolved.

### **30.2. Dissolution by Arc**

Arc can also dissolve the Club if the Club has been financially and administratively inactive for a period of eighteen (18) months. Before dissolving the Club in this manner, Arc must give thirty (30) days notice:

- (a) In an official Arc publication; and
- (b) In writing, to the last known President of the Club.

## **31 Distribution of Property on Dissolution**

If upon dissolution of the Club there remains, after satisfaction of all its debt and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to Arc to be used by Arc within the University as deemed fit for the support of sport in general.

## **32 Alteration of Constitution**

This Constitution shall not be altered except by Special Resolution.

## **33 Regulations**

### **33.1. Committee to Formulate Regulations**

The Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and the relevant sport. Such Regulations must be consistent with the Constitution and any policy directives of the Executive.

### 33.2. Regulations Binding

All Regulations are binding on the Club and all Members.

### 33.3. Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

### 33.4. Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

## **34 Status and Compliance of Club**

### 34.1. Affiliation

This Club shall be affiliated with:

- (a) Arc; and
- (b) Any sport specific regional and/or state bodies.

The Club may not resign, disaffiliate or otherwise seek to withdraw from these entities without approval by Special Resolution.

### 34.2. Arc

The Club recognises the mission of Arc being to provide opportunities to participate and be involved with sport and activity for current Students.

### 34.3. Constitution of the Club

The Constitution will clearly reflect the Objects of Arc and the sport specific regional and/or state bodies and will confirm to the Constitutions of those bodies where possible.

## **35 Notice**

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice shall be sent by electronic mail to the person's registered electronic mail address and/or advertised through the Club's official social media channels; and
- (b) Where notice is sent by electronic mail, service of the notice shall be deemed to be affected the next business day after it was sent.