

CONSTITUTION

Sydney University Athletic Club

Table of Contents

1. NAME OF CLUB	3
2. DEFINITIONS AND INTERPRETATION	3
3. OBJECTS OF THE CLUB	5
4. POWERS OF THE CLUB	5
5. AFFILIATION AGREEMENT.....	5
6. MEMBERS	5
7. MEMBERSHIP APPLICATION	6
8. REGISTER OF MEMBERS.....	7
9. EFFECT OF MEMBERSHIP.....	7
10. DISCONTINUANCE OF MEMBERSHIP	8
11. DISCIPLINE	8
12. SUBSCRIPTION AND FEES	9
13. CLAUSE INTENTIONALLY NOT USED	10
14. POWERS OF THE EXECUTIVE.....	10
15. COMPOSITION OF THE EXECUTIVE	10
16. ELECTED EXECUTIVE MEMBERS	10
17. APPOINTED EXECUTIVE MEMBERS.....	11
18. VACANCIES ON THE EXECUTIVE	12
19. MEETINGS OF THE EXECUTIVE.....	12
20. CLAUSE INTENTIONALLY NOT USED	13
21. SUSF APPROVAL	13
22. COLOURS AND CREST.....	14
23. ANNUAL GENERAL MEETING	14
24. SPECIAL GENERAL MEETINGS	14
25. NOTICE OF GENERAL MEETING	14
26. BUSINESS	15
27. NOTICES OF MOTION	15
28. PROCEDURES AT GENERAL MEETINGS	15
29. VOTING AT GENERAL MEETINGS.....	16
30. GRIEVANCE PROCEDURE.....	16
31. FUNDS	16
32. RECORDS AND ACCOUNTS	17
33. CLAUSE INTENTIONALLY NOT USED	17
34. FINANCIAL YEAR.....	17
35. INCOME	17
36. CLAUSE INTENTIONALLY NOT USED	18
37. DISTRIBUTION OF PROPERTY ON DISSOLUTION	18
38. ALTERATION OF CONSTITUTION.....	18
39. REGULATIONS.....	18
40. STATUS AND COMPLIANCE OF CLUB.....	18
41. NOTICE.....	18
42. INDEMNITY.....	19
43. RESERVE POWERS CLAUSE.....	19

CONSTITUTION

Sydney University Athletic Club

1. NAME OF CLUB

The name of the Club is Sydney University Athletic Club (**Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

Affiliation Agreement means the affiliation agreement entered into between the Club and SUSF (if any).

Appointed Executive Member means an individual appointed to the Executive pursuant to clause 17.

Executive means the body managing the Club and consisting of the Executive Members.

Executive Member means a member of the Executive and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

Chairperson means the President, or any individual appointed to act as chairperson in accordance with clause 19.6.

Clubs Advisory Committee has the meaning given to that term in the constitution of SUSF.

Community Member means a Member who is not a University Member, Junior Member or Honorary Life Member. This includes affiliates and alumni of the University.

Constitution means this Constitution of the Club.

Elected Executive Members means the President, Treasurer, Secretary and any other individuals elected to the Executive pursuant to clause 16.

General Meeting means the annual general meeting or any special general meeting of the Club.

Honorary Life Member means an individual appointed as an honorary life member of the Club under clause 6.2.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

Junior Member means a Member who is aged 17 years or younger.

Member means an individual admitted as a member of the Club in accordance with clause 7, including:

- (a) University Members;
- (b) Junior Members;
- (c) Honorary Life Members;
- (d) Community Members; and
- (e) Volunteer Members

SUSF Annual Member means a person who is registered with SUSF for purposes of participating in sporting activities and using SUSF facilities.

NSO means the National Sporting Organisation for the Sport, being Athletics Australia.

Objects means the objects of the Club as set out in clause 3.

President means an individual appointed to the position of President in accordance with clause 16 who may act as the Chairperson at Executive meetings.

Regulations means any rules, by-laws or regulations made by the Executive under clause 39, as well as any rules, policies or regulations made by SUSF as amended from time to time.

RSO means the Regional Sporting Organisation for the Sport, being N/A

Sport means the sport of Athletics.

SSO means the State Sport Organisation for the Sport, being Athletics NSW.

Student means a person currently admitted to candidature in an award course at the University of Sydney.

SUSF means Sydney University Sport and Fitness Limited, trading as Sydney Uni Sport & Fitness.

University means The University of Sydney.

University Member means a Member who is a Student of the University, or a full-time, part-time or casual staff member of the University or of SUSF.

Volunteer Member means a Member of the Club who is not an SUSF Annual Member, and may or may not volunteer their time to the Objects of the Club. This may include parents of Members, alumni of the Club, and officials.

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 or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include natural persons, corporations, universities, partnerships, associations, governmental or local authorities, or bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) 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 a non-for-profit sports club of SUSF and is established solely for the Objects. The Objects of the Club are to:

- (a) act, at all times, on behalf of and in the interest of the Members;
- (b) encourage, foster, promote, develop and extend the Sport at all levels within the University and the broader community;
- (c) if appropriate, subscribe to, become a member of, and co-operate with, any other organisation or association whose objects are altogether or in part similar to those of the Club;
- (d) promote the health and wellbeing of the Members as well as the Sport within the University and the broader communities through the provision of sport and recreational activities; and
- (e) do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

4. POWERS OF THE CLUB

- (a) The Club shall have the power to carry out the Objects in accordance with this Constitution, subject to any Affiliation Agreement, the constitution, by-laws, rules and regulations of SUSF.

5. AFFILIATION AGREEMENT

- (a) The Club, in exercising its powers under this Constitution, must act in accordance with the Affiliation Agreement.
- (b) Any act, decision, discretion or power exercised by the Club will be invalid to the extent that it is not compliant with the terms of the Affiliation Agreement.
- (c) If the Affiliation Agreement is terminated, the Club name must be changed to remove any reference to the University or SUSF.

6. MEMBERS

6.1 Members

- (a) The Members shall consist of University Members, Community Members, Honorary Life Members and Volunteer Members who subject to this Constitution and the constitution of SUSF, shall have the right to:
 - (i) receive notice of General Meetings; and
 - (ii) be present, debate and vote at General Meetings; and
- (b) Junior Members, who subject to this Constitution, shall have no right to:
 - (i) Receive notice of General Meetings; and
 - (ii) be present or debate or vote at General Meetings.

6.2 Honorary Life Members

- (a) The Executive may recommend to the annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as an Honorary Life Member.
- (b) A resolution of the annual General Meeting to confer honorary life membership (subject to clause 6.2(c)) on the recommendation of the Executive must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer honorary life membership in writing. Upon written acceptance, the person's details shall be entered into the Register, and from the time of entry into the Register the person shall be an Honorary Life Member.
- (d) All persons who are, prior to the approval of this Constitution under the Act, honorary life members of the Club shall be deemed Honorary Life Members from the time of approval of this Constitution under the Act.

6.3 Rights of Members

Except for the rights of Members set out in clause 6.1, the Executive may determine from time to time the benefits, advantages, privileges and services associated with each category of Member set out in clause 6.1.

7. MEMBERSHIP APPLICATION

7.1 Application for Membership

- (a) An application for membership (**Membership Application**) must be:
 - (i) in writing in the form prescribed from time to time by the Executive (if any), completed by the applicant or its nominated representative and lodged with the Club;
 - (ii) accompanied by the appropriate membership fee (if any); and
 - (iii) accompanied by evidence that the applicant is an Annual Member of SUSF.
- (b) By applying, an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club (as well as those of SUSF, the NSO, SSO and RSO, if any) including, without limitation, this Constitution.

7.2 Direction to accept or reject Membership Application

- (a) At any time, the Club may accept or reject a Membership Application whether the applicant has complied with the requirements in clause 7.1 or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club rejects a Membership Application, the Club shall notify the applicant of the rejection and refund any fees forwarded with the application on a pro-rata basis.

7.3 Annual Membership SUSF

- (a) All Club Members, other than Honorary Life Members, must be SUSF Annual Members in order to be eligible to be a Club Member. No Club Member or any other person shall play for or represent the Club in any competition match unless he or she is an SUSF Annual Member.
- (b) SUSF may accept or reject an Annual Membership application on any grounds it sees fit. SUSF shall not be required or compelled to provide any reason for such acceptance or rejection.
- (c) Where SUSF reject an Annual Membership application, SUSF shall notify the applicant and refund any SUSF Annual Membership fees forwarded with the application.

7.4 Renewal

Members (other than Honorary Life Members) must renew their membership in accordance with the procedures set down by the Club in Regulations from time to time.

7.5 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.

8. REGISTER OF MEMBERS

8.1 Club to keep Register

- (a) The Club shall keep and maintain a Register in which shall be entered (as a minimum):
 - (i) the full name and email address of each Member;
 - (ii) the category of membership of the Member;
 - (iii) the category of membership of the University Member (eg University or SUSF staff or University student); and
 - (iv) the category of membership of the Volunteer Member (eg alumni or parent or official).
- (b) Members shall provide notice of any change and required details to the Club within one month of such change.

8.2 Use of Register

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

9. 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 the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Executive or other entity with delegated authority and, provided that there is an Affiliation Agreement in place, SUSF;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, NSO, SSO and RSO;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and in particular the advancement and protection of the Sport;
- (e) neither membership of the Club nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Club or its property or assets; or
 - (ii) any automatic right of a Member to renewal of their membership of the Club;
- (f) subject to clause 6.3, they are entitled to all benefits, advantages, privileges and services of Club membership; and
- (g) a right, privilege or obligation of a person by reason of their membership of the Club:

- (i) is not capable of being transferred or transmitted to another person; and
- (ii) terminates upon the cessation of membership whether by death, resignation, termination or otherwise.

10. DISCONTINUANCE OF MEMBERSHIP

10.1 Discontinuance for breach

- (a) Membership of the Club may be discontinued by the Executive upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to remain an Annual Member of SUSF, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Executive or any duly authorised committee.
- (b) Membership shall not be discontinued by the Executive under clause 10.1(a) without the Executive first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive's view to adequately justify the breach, that Member's membership shall be discontinued under clause 10.1(a) by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause 10.1 as soon as practicable.

10.2 Member to re-apply

A Member whose membership has been discontinued under clauses 10.1:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution, if he or she wishes to be re-admitted as a Member; and
- (b) may be re-admitted at the discretion of the Executive.

10.3 Forfeiture of rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property, assets and funds and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

11. DISCIPLINE

Subject at all times to the SUSF Incident Matrix:

- (a) The Executive may commence or cause to be commenced disciplinary proceedings against an Executive Member or Member who has allegedly:
 - (i) wilfully injured or destroyed any property of the Club;
 - (ii) been non-compliant with or disobedient of any of the directions of a General Meeting or the Executive;
 - (iii) acted in a way that is substantially detrimental to the interests of the Club or its Members;
 - (iv) conducted himself or herself in a way likely to bring the Club, SUSF or the University into disrepute or financial loss;
 - (v) misappropriated any of the funds of the Club;

- (vi) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Executive or any duly authorised committee, or the constitution, rules or policies of SUSF;
 - (vii) acted in a manner unbecoming of an Executive Member or Member (as applicable), or prejudicial to the purposes and interests of the Club; or
 - (viii) brought or would likely bring the Club, any other Member or the Sport into disrepute.
- (b) In consultation with SUSF, a duly authorised committee appointed by the Executive will conduct a meeting to hear the disciplinary proceedings.
 - (c) A notice in writing shall be given to any Executive Member or Member against whom it is proposed to take any action under clause 11(a). Such a person shall be entitled to be heard at the meeting of the duly authorised committee dealing with the matter.
 - (d) The duly authorised committee will provide a written recommendation on the proposed outcome of the disciplinary proceedings to the Executive within 14 days of the duly authorised committee meeting dealing with the matter.
 - (e) The Executive may, by a vote of 65% of those present and entitled to vote, censure, suspend, fine, expel, remove from office or otherwise deal with any Executive Member or Member proved to its satisfaction to have been guilty of any of the offences listed in clause 11(a).
 - (f) A notice in writing advising of a resolution of the Executive passed pursuant to clause 11(e) shall be served on the relevant person and shall set out:
 - (i) the resolution of the Executive and the grounds on which it is based;
 - (ii) that the person has a right to appeal to SUSF who shall rule on the evidence before it and shall make recommendations to the Executive;
 - (iii) that the person has 14 days from the date of service of the notice to appeal, such request to appeal to be in writing addressed to SUSF; and
 - (iv) that all of the person's rights associated with their Membership (except in respect of the appeal process) will be suspended during the appeal process.
 - (g) At the appeal, SUSF shall:
 - (i) give the person an opportunity to make further representations;
 - (ii) give due consideration to any written representations submitted to either the Executive or the Club; and
 - (iii) determine whether to confirm or revoke the Executive's resolution.
 - (h) The rights of the Member on suspension are forfeited until reinstated.
 - (i) In cases of urgency, the Chairperson may act with the authority of the Executive in dealing with and suspending a Member in accordance with this clause 11.

12. SUBSCRIPTION AND FEES

- (a) The membership 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.
- (b) The Executive is empowered to prevent any Member whose membership fees or other levies are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

13. CLAUSE INTENTIONALLY NOT USED

14. POWERS OF THE EXECUTIVE

- (a) Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Executive. In particular, the Executive shall act in accordance with the Objects and shall operate for the benefit of the Members, the University, SUSF and the community.

15. COMPOSITION OF THE EXECUTIVE

15.1 Composition of the Executive

The Executive shall comprise:

- (a) a President, who shall be elected under clause 16;
- (b) a Secretary, who shall be elected under clause 16;
- (c) a Treasurer, who shall be elected under clause 16;
- (d) **up to four** other Elected Executive Members who must all be Members and who shall be elected under clause 16; and
- (e) **up to** two Appointed Executive Member who need not be a Member and who may be appointed by the Elected Executive Members in accordance with clause 17.

15.2 Election and appointment of Executive Members

- (a) The Elected Executive Members shall be elected under clause 16, subject to clauses 15.4 and 15.5.
- (b) The Appointed Executive Members may be appointed under clause 17.

15.3 Portfolios

The Executive may allocate portfolios to Executive Members, other than the President, Secretary and Treasurer, and as determined by the Executive from time to time.

15.4 Gender

The Executive shall comprise of at least two Elected Executive Members of each gender, subject to nominations being received for at least two Elected Executive Members of each gender for election to the Executive.

15.5 University student

At least two of the Executive Members must be a Student at the University.

16. ELECTED EXECUTIVE MEMBERS

16.1 Nomination for Executive

- (a) Nominations for Elected Executive Member positions shall be called for no less than 14 days prior to the annual General Meeting. 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 Executive from time to time.
- (b) Those Members who have held office as Elected Executive Members immediately prior to the annual General Meeting may decline to be nominated as an Elected Executive Member 14 days prior to the annual General Meeting.

- (c) Nominees for elected Executive Member positions must declare any position they hold in the University, SUSF, and the NSO, SSO or RSO.

16.2 Form of nomination

- (a) Nominations must be:
 - (i) in writing;
 - (ii) in the prescribed form (if any) provided for that purpose;
 - (iii) signed by two individual Members;
 - (iv) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated; and
 - (v) delivered to the Club not less than 7 days before the date fixed for the annual General Meeting.
- (b) The Chairperson of the Executive has the discretion, which may be exercised at or before the annual General Meeting, to admit any nominations that do not adhere to the procedural requirements set out in clauses 16.1.

16.3 Elections

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive, 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 Executive, or if a person is not approved by the majority of Members under clause 16.3(a), the positions will be deemed casual vacancies under clause 18.1.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting shall be conducted for each vacancy on the Executive.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Executive from time to time.

16.4 Term of appointment for Elected Executive Members

- (a) Executive Members elected under clause 16.3 shall be elected for a term of one year. Subject to provisions in this Constitution relating to early retirement or removal of Executive Members, elected Executive Members shall remain in office from the conclusion of the annual General Meeting at which the election occurred until the conclusion of the next annual General Meeting.
- (b) Elected Executive Members may be re-elected on the expiry of the term of their appointment. For the avoidance of doubt, Elected Executive Members may be re-elected more than once.
- (c) The maximum number of consecutive terms of office of any Executive Member is nine years, from the date of this Constitution.

17. APPOINTED EXECUTIVE MEMBERS

17.1 Qualifications for Appointed Executive Members

- (a) Appointed Executive Members are required to become Members of the Club (and therefore SUSF Annual Members) prior to being appointed under this clause 17.

17.2 Term of Appointment

- (a) Appointed Executive Members shall be appointed by the Elected Executive Members under this Constitution for a term of one year, which shall commence from the first Executive meeting after the annual General Meeting until the expiry of the next annual General Meeting that follows.
- (b) Any adjustment to the term of Appointed Executive Members appointed under this Constitution shall be determined by the Executive.
- (c) Appointed Executive Members may be re-appointed on the expiry of the term of their appointment. For the avoidance of doubt, Appointed Executive Members may be re-appointed more than once.

18. VACANCIES ON THE EXECUTIVE

18.1 Casual vacancies

Any casual vacancy occurring in the position of Executive Member may be filled by decision of the remaining Executive Members from among appropriately qualified persons, or at the discretion of the Chairperson. Any casual vacancy may only be filled for the remainder of the Executive Member's term under this Constitution.

18.2 Grounds for termination of Executive Member

- (a) the office of an Executive Member becomes vacant if the Executive Member:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Executive or any duly authorised committee, or the constitution, rules or policies of SUSF;
 - (ii) resigns his or her office in writing to the Club;
 - (iii) is absent without the consent of the Executive from meetings of the Executive on three or more consecutive occasions; or
 - (iv) is removed by Special Resolution of Members entitled to vote on the resolution.

18.3 Executive may act

In the event of a casual vacancy or vacancies in the office of a Executive Member or Executive Members, the remaining Executive Members may act. However, if the number of remaining Executive Members is not sufficient to constitute a quorum at a meeting of the Executive, they may act only for the purpose of increasing the number of Executive Members to a number sufficient to constitute a quorum.

19. MEETINGS OF THE EXECUTIVE

19.1 Proceedings of Executive

- (a) The Executive shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall meet at least four times a year). No person, other than a Executive Member or other person approved by the Executive, may be present during Executive meetings.
- (b) A meeting of the Executive may be held using any technology consented to by all the participating Members (**Executive Approved Technology**) and the consent may be a standing one.

19.2 Decisions of Executive

Subject to this Constitution, questions arising at any meeting of the Executive shall be decided by a majority of votes and a determination of a majority of Executive Members shall for all purposes be

deemed a determination of the Executive. Each Executive Member shall have one vote on any question. 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.

19.3 Resolutions not in meeting

A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Executive Members for the time being present in Australia and entitled to vote on the resolution shall be as valid and effectual as if it had been passed at a meeting of Executive Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Executive Members.

19.4 Quorum

At meetings of the Executive the number of Executive Members whose presence is required to constitute a quorum is 5, unless there are 5 or less Executive Members in total, in which case quorum is two thirds, rounding up.

19.5 Notice of Executive Meetings

Unless all Executive Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than 7 days' written notice of the meeting of the Executive shall be given to each Executive Member. The agenda for the meeting shall be provided to each Executive Member not less than four days prior to such meeting.

19.6 Chairperson

The Chairperson shall be the President of the Club and will act as chair of any Executive meeting or General Meeting at which he or she is present. If the Chairperson is not present, or is unwilling or unable to preside at a Executive meeting, the remaining Executive Members shall appoint another Executive Member to preside as chair for that meeting only.

19.7 Conflict of interest

A Executive Member shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He or she shall, unless otherwise determined by the Executive, absent himself or herself from discussions of such matters and shall not be entitled to vote in respect of such matters.

19.8 Recording disclosures

Any declaration made, or any disclosure or general notice given, by a Executive Member in accordance with clause 19.7 must be recorded in the minutes of the relevant meeting.

20. CLAUSE INTENTIONALLY NOT USED

21. SUSF APPROVAL

The Club must not do any of the following without receiving prior written approval from SUSF:

- (a) make any amendment to, or repeal and replacement of, the Constitution with respect to clauses 3, 4, 5, 6, 15, 16.4, 22(c), 31, 35 37, 38, and this clause 21;
- (b) dispose of assets of the Club in any financial year representing more than 25% of the net asset value of the Club;
- (c) commence or settle any litigation by the Club; and
- (d) approve any proposal for the liquidation of Club or the appointment of a provisional liquidator to the Club or any resolution being passed or steps being taken to pass any resolution for the liquidation of Club.

22. COLOURS AND CREST

- (a) The Club must adopt the royal blue (approximately PMS 294C) and gold (approximately PMS 123C) of the University and SUSF as the colours of the Club.
- (b) The crest of the Club shall include the shield of SUSF, unless otherwise approved by SUSF.

23. ANNUAL GENERAL MEETING

- (a) The Club's annual General Meeting shall be held in accordance with this Constitution. It should be held on a date and at a venue determined by the Executive.
- (b) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

24. SPECIAL GENERAL MEETINGS

24.1 Special general meetings may be held

The Executive may, whenever it thinks fit, convene a special General Meeting. When, but for this clause 24, more than fifteen months would elapse between annual General Meetings, the Executive shall convene a special General Meeting before the expiration of that period.

24.2 Requisition of special general meetings

- (a) The Secretary will convene a special general meeting when no less than 10% of Members entitled to attend and vote at the meeting 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 or more of the Members making the requisition.
- (c) If the Executive 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.
- (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 Executive.

25. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, and SUSF. Notices shall be sent to the email addresses appearing in the Club's Register. The Executive Members 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.
- (b) A notice of a General Meeting shall specify the place, day and time of the meeting and shall state the business to be transacted at the meeting.
- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner authorised in clause 41.

26. BUSINESS

- (a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Executive and the election of Executive Members under this Constitution and the appointment of an auditor (if applicable).
- (b) All business that is transacted at a General Meeting, with the exception of those matters set down in clause 26(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.

27. 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 14 days prior to the General Meeting.

28. PROCEDURES AT GENERAL MEETINGS

28.1 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 more than 10% of Members entitled to vote.

28.2 Venue of General Meeting and use of technology

- (a) A General Meeting will be held at the venue specified in the notice of General Meeting given under clause 25.
- (b) Where a General Meeting is held at 2 or more venues using any form of technology approved by the Executive for the purposes of conducting the General Meeting:
 - (i) a Member participating in the General Meeting is to be taken to be present in person at the General Meeting;
 - (ii) all the provisions in this Constitution relating to General Meetings apply, so far as they can and with such changes as are necessary, to General Meetings using that technology; and
 - (iii) the General Meeting is to be taken to be held at the place determined by the Chairperson of the General Meeting as long as at least one of the Members involved was at that place for the duration of the General Meeting.
- (c) If the technology used in accordance with the requirement of clause 28.2(a) encounters a technical difficulty, whether before or during the General Meeting, which results in a Member entitled to participate not being able to participate in the General Meeting, the Chairperson may, subject to the Act, allow the General Meeting to continue or may adjourn the General Meeting either for such reasonable period as may be required to fix the technology or to such other time and location as the Chairperson deems appropriate.

28.3 Chairperson to preside

- (a) The Chairperson of the Executive shall, subject to this Constitution, preside as chair at every General Meeting except:
 - (i) in relation to any election for which the Chairperson is a nominee; or
 - (ii) where a conflict of interest exists.

- (b) If the Chairperson is not present, or is unwilling or unable to preside, the Members present and entitled to vote shall appoint another Executive Member to preside as Chairperson for that meeting only.

28.4 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 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.

28.5 Voting procedure

At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the Chairperson; or
- (b) a simple majority of the Members present and entitled to vote.

29. VOTING AT GENERAL MEETINGS

29.1 Members entitled to vote

Each Member who, pursuant to clause 6.1 has the right to vote at General Meetings, shall be entitled to one vote per agenda item at General Meetings.

29.2 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.

29.3 Proxy voting

Proxy voting is not permitted at any General Meeting.

29.4 Postal or electronic voting

No motion shall be determined by a postal or electronic ballot.

30. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause 30 is always subject to the SUSF Incident Matrix and applies to disputes arising under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.

31. FUNDS

31.1 Source of funds

- (a) The funds of the Club are to be derived from contributions from SUSF, annual subscriptions of members, sponsorships, donations and, subject to any resolution passed by the Club in a General Meeting, any other sources that the Executive determines.
- (b) All money received by the Club must be deposited as soon as practicable and without deduction to the credit of SUSF's general ledger account or other authorised deposit-taking institution account approved by SUSF.

- (c) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

31.2 Management of funds

- (a) Subject to any resolution passed by the Club in a General Meeting, the funds of the Club are to be used solely in pursuance of the Objects and in the manner that the Executive determines.
- (b) All cheques, drafts, bills of exchange, promissory notes, approvals to pay and other negotiable instruments must be signed by 2 Executive Members.

32. RECORDS AND ACCOUNTS

32.1 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 the Executive). It shall produce these as appropriate at each Executive meeting or General Meeting.

32.2 Executive to submit accounts

The Executive shall submit the Club's statements of account to the Members at the annual General Meeting in accordance with this Constitution, and to SUSF.

33. CLAUSE INTENTIONALLY NOT USED

34. FINANCIAL YEAR

The financial year of the Club shall be 1 January to 31 December.

35. INCOME

- (a) Income and property of the Club shall be:
 - (i) derived from such sources; and
 - (ii) managed in such manner,as the Executive determines from time to time, subject always to this Constitution.
- (b) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution:
 - (i) 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 or Executive Member; and
 - (ii) 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 in the Club.
- (d) Nothing in clauses 35(b) or 35(c) shall prevent payment in good faith to any Member or Executive Member for:
 - (i) any services actually rendered to the Club whether as an employee, Executive Member or otherwise;
 - (ii) goods supplied to the Club in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;

- (iv) rent for premises demised or let by any Member to the Club; or
- (v) any out-of-pocket expenses incurred by a Member on behalf of the Club,

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

36. CLAUSE INTENTIONALLY NOT USED

37. DISTRIBUTION OF PROPERTY ON DISSOLUTION

If upon dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members, and instead will be given or transferred to SUSF.

38. ALTERATION OF CONSTITUTION

Subject to clause 21. (a), this Constitution shall not be altered except:

- (a) after consultation between the Club and the CEO of SUSF and the Chair of the Clubs Advisory Committee provided the consultation occurs in a timely manner;
- (b) by Special Resolution of Members entitled to vote; and
- (c) with the consent of each of RSO, SSO or NSO of which the Club remains a member but only where such consent remains a requirement of that organisation's membership.

39. REGULATIONS

39.1 Executive to formulate Regulations

The Executive may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club, and the advancement of the Objects. Such regulations must be consistent with the Constitution and any policy directives of the Executive and SUSF.

39.2 Regulations binding

All Regulations are binding on the Club and all Members.

39.3 Regulations deemed applicable

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

40. STATUS AND COMPLIANCE OF CLUB

40.1 Recognition of Club

The Club is a Member of the NSO, SSO and RSO (as applicable) and is recognised by those bodies as the entity responsible for the delivery of the Sport in the local area in accordance with the Objects but subject always to compliance with this Constitution. The Club, at its discretion, may conform to the NSO, SSO and RSO's constitutions.

41. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or, where available, by email to the Member's registered address or email address. In the case of a delegate, the notice can be sent to the last recorded address or email address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by email, service of the notice shall be deemed to be effected the next business day after it was sent.

42. INDEMNITY

- (a) Every Executive Member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Executive Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Executive Members and employees against all damages and losses (including legal costs) for which any such Executive Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct, gross negligence or fraud:
 - (i) in the case of a Executive Member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

43. RESERVE POWERS CLAUSE

This Constitution is subject to the exercise of the following reserve powers:

- (a) Where the Executive of SUSF becomes aware that there are alleged financial, electoral or other governance irregularities concerning the Club and the Executive of SUSF believes that the irregularities may be of a serious nature, the Executive of SUSF may recommend to the Vice-Chancellor of the University that the internal auditor of the University or an appropriately qualified external expert with experience in the not-for-profit or community sector (**investigator**) to carry out an investigation (**investigation**) into the alleged irregularities.
- (b) Before making any such recommendation to the Vice-Chancellor, the Executive of SUSF will consult with the Executive of the Club.
- (c) The Vice-Chancellor, having considered any recommendation under this clause, may authorise an investigation.
- (d) Any authorisation by the Vice-Chancellor of an investigation must be reported to the Executive of the Club, and unless the Vice-Chancellor believes there is good reason not to do so, to the Members of the Club.
- (e) The Executive, staff and members of the Club must provide the investigator with all such information and documentation as the investigator might reasonably require.
- (f) Upon completion of the investigation, the investigator must report the findings and any recommendation to the Executive of SUSF, who may take any one or more of the following actions having regard to the findings or the recommendations.
 - (i) Appoint, for a specified temporary period, an administrator with power to do all things necessary or convenient to be done for or in connection with, or incidental to, the management of the affairs of the Club;
 - (ii) Remove Executive Members, and require that the Club elect new Executive Members;

- (iii) Appoint, for a specified temporary period, an external auditor for ongoing monitoring and appraisal of the Club; and
- (iv) Implement such other steps which take account of the findings or recommendations of the investigation.

(g) The Executive of SUSF will report to the Vice-Chancellor, in a timely way as required by the Vice-Chancellor, on any action taken or proposed to be taken pursuant to this clause 43 and will recommend how and to whom further reports will be made.”

APPROVED BY THE MEMBERS OF THE CLUB AT THE GENERAL MEETING

ON THIS DAY THE _____ DAY OF _____, _____

Chairperson of General Meeting:

.....
Name

.....
Position

.....
Signature

.....
Date