



# **CONSTITUTION**

## **Sydney University Boat Club Incorporated**

**13 November 2021**

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## CONSTITUTION

### SYDNEY UNIVERSITY BOAT CLUB INCORPORATED

#### 1. NAME OF CLUB

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

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 2009* (NSW).

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

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

**Board** means the body managing the Club and consisting of the Board Members.

**Board Member** means a member of the Board 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.

**Constitution** means this Constitution of the Club.

**Elected Board Members** means the President, Treasurer, Secretary and any other individuals elected to the Board 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; and
- (d) Community Members.

**Member of SUSF** means a person who pays fees to, and is registered with, SUSF for the purposes of participating in sports activities relating to Sydney University. For the avoidance of doubt, a member of SUSF does not include a member of SUSF as defined in the constitution of SUSF.

**NSO** means the National Sporting Organisation for the Sport, being Rowing 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.

**Public Officer** means the individual appointed to be the public officer of the Club in accordance with the Act.

**Register** means a register of Members kept and maintained in accordance with clause 8.

**Regulations** means any rules, by-laws or regulations made by the Board under clause 38.

**Special Resolution** means a Special Resolution as defined in the Act.

**Sport** means the sport of Rowing.

**SSO** means the State Sport Organisation for the Sport, being Rowing NSW.

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

**Unincorporated Association** means the unincorporated association of the same or similar name to the Club, which existed immediately before the incorporation of the Club under the Act and whose members were the same or similar to the initial Members of the Club.

**University** means The University of Sydney.

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

## 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.

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as it is given under the Act. The model constitution under the Act is expressly displaced by this Constitution.

## **3. OBJECTS OF THE CLUB**

The Club is a 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 of rowing, both sculling and sweep rowing, at all levels within the University and the broader community, but particularly at the high performance level, and pathway development level;
- (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 has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001* (Cth).
- (b) 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 if:
  - i. the act, decision, discretion or power is not compliant with the terms of the Affiliation Agreement;
  - ii. SUSF has notified the Club in writing of the relevant non-compliance with the Affiliation Agreement; and
  - iii. the Club has not remedied the non-compliance with the Affiliation Agreement within 2 weeks of receiving the notice from SUSF.
- (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**

The Members shall consist of:

- (a) University Members, who subject to this Constitution, shall have the right to:
  - (i) receive notice of General Meetings; and
  - (ii) be present, debate and vote at General Meetings;
- (b) Community Members, who subject to this Constitution, shall have the right to:
  - (i) receive notice of General Meetings; and
  - (ii) be present, debate and vote at General Meetings;
- (c) Honorary Life 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
- (d) Junior Members, who subject to this Constitution, shall have no right to:
  - (i) receive notice of General Meetings; or
  - (ii) be present or debate or vote at General Meetings, unless the Board decides that they have the right to be present, debate or vote at any General Meeting.

### **6.2 Honorary Life Members**

- (a) The Board 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 Board 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 Board 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 Board (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 a 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 and SSO, if any) including, without limitation, this Constitution.

### **7.2 Direction to accept or reject Membership Application**

- (a) 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 accepts a Membership Application, the Club shall notify the applicant of the acceptance, and the applicant shall be admitted as a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects a Membership Application, the Club shall notify the applicant of the rejection and refund any fees forwarded with the application.

### **7.3 Membership of SUSF**

All Members, other than Honorary Life Members, must be Members of SUSF in order to be eligible to be a Member. No Member or any other person shall play for or represent the Club in any competition match unless he or she is a Member of SUSF.

### **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 under the Act, members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.

## **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 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);
  - (iv) the date on which the Member became a Member; and
  - (v) where applicable, the date of termination of membership of any Member.
- (b) Members shall provide notice of any change in the required details to the Club within one month of such change.

### **8.2 Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members, upon reasonable request in writing 48 hours in advance.

### **8.3 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Board 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 Board or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, NSO, and SSO;
- (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 Notice of resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club. Such resignation shall take effect from the date of receipt of such notice by the Club.
- (b) Once the Club receives a notice of resignation of membership given under clause 10.1(a), it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **10.2 Discontinuance for breach**

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to remain a 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 Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under clause 10.2(a) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately justify the breach, that Member's membership shall be discontinued under clause 10.2(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 10.2 as soon as practicable.

### **10.3 Member to re-apply**

A Member whose membership has been discontinued under clauses 10.1 or 10.2:

- (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 Board.

### **10.4 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.

## 10.5 Membership may be re-instated

Membership which has been discontinued under this clause 10 may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

## 11. DISCIPLINE

- (a) The Board may commence or cause to be commenced disciplinary proceedings against a Board 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 Board;
  - (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 Board or any duly authorised committee, or the constitution, rules or policies of SUSF;
  - (vii) acted in a manner unbecoming of a Board 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) A duly authorised committee or tribunal appointed by the Board will conduct a meeting to hear the disciplinary proceedings. For the avoidance of doubt, the committee or tribunal shall not consist of the same persons as the Membership Tribunal referred to in clause 11(g).
- (c) A notice in writing shall be given to any Board Member or Member against whom it is proposed to take any action under clause 11(a). The notice must give at least 14 days' notice prior to the duly authorised committee or tribunal meeting dealing with the matter. Such a person shall be entitled to be heard at the meeting of the duly authorised committee dealing with the matter, and will be afforded procedural fairness.
- (d) The duly authorised committee or tribunal will provide a written recommendation on the proposed outcome of the disciplinary proceedings to the Board within 7 days of the duly authorised committee or tribunal meeting dealing with the matter.
- (e) The Board 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 Board 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 Board passed pursuant to clause 11(e) shall be served on the relevant person and shall set out:
- (i) the resolution of the Board and the grounds on which it is based;

- (ii) that the person has a right to appeal to a duly formed Membership Tribunal which shall rule on the evidence before it and shall make recommendations to the Board;
  - (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 the Secretary at the Club's principal place of business;
  - (iv) that such appeal hearing may be convened no earlier than 14 days after receipt by the Secretary of a request to appeal from the person; and
  - (v) 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) The persons who shall constitute a Membership Tribunal from time to time will be nominated by the Board and shall consist of three persons, at least one of whom is a lawyer or has practised as a lawyer and at least one of whom is a Board Member. The Board may appoint the National Sports Tribunal to act as the Membership Tribunal.
- (h) At the appeal, the Membership Tribunal shall:
- (i) give the person an opportunity to make oral representations;
  - (ii) give due consideration to any written representations submitted to either the Board or the Membership Tribunal; and
  - (iii) determine whether to confirm or revoke the Board's resolution.
- (i) The rights of the Member on suspension are forfeited until reinstated.
- (j) In cases of urgency, the Chairperson may act with the authority of the Board 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 Board.
- (b) The Board 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. TRANSITIONAL PROVISIONS**

### **13.1 Initial Board Members**

Each of the:

- (a) persons who held the office of President, Secretary and Treasurer of the Unincorporated Association immediately before the incorporation of the Club under the Act; and
- (b) other members of the governing body (by whatever name called) of the Unincorporated Association immediately before the incorporation of the Club under the Act, will, from the period commencing on the adoption of this Constitution until the conclusion of the first annual General Meeting following adoption of this Constitution:
- (c) in respect of those persons described in paragraph (a), be appointed as the respective inaugural President, Secretary and Treasurer of the Club; and

- (d) in respect of those persons described in paragraph (b), be appointed as the other inaugural Board Members of the Club.

This clause shall operate, notwithstanding clause 15.

### **13.2 Winding up of the Unincorporated Association**

Immediately upon the incorporation of the Club under the Act:

- (a) all assets and liabilities held by or on behalf of the Unincorporated Association have become the assets and liabilities of the Club and in particular the fleet of boats owned and operated by the Unincorporate Association; and
- (b) the Unincorporated Association ceases to exist.

## **14. POWERS OF THE BOARD**

- (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 Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members, the University, SUSF and the community.
- (b) Without prejudice to the generality of the foregoing, the Board shall have power to expend and invest monies, to open banking accounts, to engage and dismiss employees, contractors and other personnel, to enter into contracts and generally shall have control of the financial affairs of the Club.
- (c) The Executive Committee of the Club, which shall be comprised of any four Board Members, which must include the President, Secretary and the Treasurer, may act in any way beneficial to the Club when immediate action is required and it is not practical or convenient to call a meeting of the Board. Any exercise of power by the Executive Committee under this clause 14(c) will be referred for approval to the next meeting of the Board.

## **15. COMPOSITION OF THE BOARD**

### **15.1 Composition of the Board**

The Board 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) a Female Vice President and a Male Vice President, who shall be elected under clause 16;
- (e) a Female Captain and a Male Captain, who shall be elected under clause 16;;
- (f) a Female Student Representative and a Male Student Representative, who shall be elected under clause 16; and
- (g) up to two Appointed Board Members who need not be Members and who may be appointed by the Elected Board Members in accordance with clause 17.

## **15.2 Election and appointment of Board Members**

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

## **15.3 Portfolios**

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

## **15.4 Gender**

The Executive Committee shall comprise of at least one Board Members of each gender.

## **15.5 University student**

The Student Representative Board Members shall be students currently enrolled and attending lectures at the University.

## **16. ELECTED BOARD MEMBERS**

### **16.1 Nomination for Board**

- (a) Nominations for Elected Board Member positions shall be called for no less than 21 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 Board from time to time.
- (b) Where there are no nominations for Elected Board Member positions immediately prior to the annual General Meeting at which the election will be held, the Chair of the annual General Meeting may call for nominations.
- (c) Those Members who have held office as Elected Board Members immediately prior to the annual General Meeting may decline to be nominated as an Elected Board Member at or before the annual General Meeting.
- (d) Nominees for elected Board Member positions must declare any position they hold in the University, SUSF, and the NSO or SSO.

### **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 14 days before the date fixed for the annual General Meeting.

- (b) The Chairperson of the Board 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 and 16.2.

### **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 Board, 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 Board, 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 Board.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time, and in the absence of any decision by the Board, by exhaustive ballot.

### **16.4 Term of appointment for Elected Board Members**

- (a) Board 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 Board Members, elected Board 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 Board Members may be re-elected on the expiry of the term of their appointment. For the avoidance of doubt, Elected Board Members may be re-elected more than once.

## **17. APPOINTED BOARD MEMBERS**

### **17.1 Qualifications for Appointed Board Members**

- (a) Appointed Board Members may have specific skills which complement the Board composition.
- (b) Appointed Board Members are required to become Members of the Club prior to being appointed under this clause 17.

### **17.2 Term of Appointment**

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

## **18. VACANCIES ON THE BOARD**

### **18.1 Casual vacancies**

- (a) Any casual vacancy occurring in the position of Board Member may be filled up to the next general meeting by decision of the remaining Board Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Board Member's term under this Constitution.

### **18.2 Grounds for termination of Board Member**

- (a) In addition to the circumstances in which the office of a Board Member becomes vacant by virtue of the Act, the office of a Board Member becomes vacant if the Board Member:
  - (i) dies;
  - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - (iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - (iv) resigns his or her office in writing to the Club;
  - (v) is absent without the consent of the Board from meetings of the Board on three or more consecutive occasions;
  - (vi) holds any office of employment with the Club without the approval of the Board;
  - (vii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
  - (viii) in the opinion of the Board (but subject always to this Constitution):
    - (A) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
    - (B) has brought the Club into disrepute;
  - (ix) is removed by Special Resolution of Members entitled to vote on the resolution; or
  - (x) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001* (Cth),

Board may act

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



## **19. MEETINGS OF THE BOARD**

### **19.1 Proceedings of Board**

- (a) The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall meet at least six times a year). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A meeting of the Board may be convened at any time by the Chairperson of the Board. No person, other than a Board Member or other person approved by the Board, may be present during Board meetings.
- (b) A meeting of the Board may be held using any technology consented to by all the participating directors (**Board Approved Technology**) and the consent may be a standing one. The contemporaneous linking together by Approved Technology of a number of the directors sufficient to constitute a quorum, constitutes a meeting of the Board and all the provisions in this Constitution relating to meetings of the Board apply, so far as they can and with such changes as are necessary, to meetings of the directors by Board Approved Technology.
- (c) A Board Member participating in a meeting by Board Approved Technology is to be taken to be present in person at the meeting.
- (d) A meeting by Board Approved Technology is to be taken to be held at the place determined by the Chairperson of the meeting as long as at least one of the Board Member involved was at that place for the duration of the meeting.
- (e) If, before or during the meeting, any technical difficulty occurs as a result of which one or more Board Members cease to participate, the Chairperson may adjourn the meeting until the difficulty is remedied or may, where a quorum of directors remains present, continue with the meeting.

### **19.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Board Members shall for all purposes be deemed a determination of the Board. Each Board 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 Board Members entitled to vote on the resolution shall be as valid and effectual as if it had been passed at a meeting of Board Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.

### **19.4 Quorum**

At meetings of the Board the number of Board Members whose presence is required to constitute a quorum is 5.

### **19.5 Notice of Board Meetings**

Unless all Board Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than 14 days' written notice of the meeting of the Board shall be given to each Board Member. The agenda for the meeting shall be provided to each Board 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 Board 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 Board meeting, the remaining Board Members shall appoint another Board Member to preside as chair for that meeting only.

## **19.7 Conflict of interest**

A Board 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 Board, absent himself or herself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Board Member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Board Member to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

## **19.8 Disclosure of interests**

- (a) The nature of the interest of a Board Member must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be disclosed to the Board at the next meeting of the Board. If a Board 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 Board held after the Board Member becomes interested.
- (b) All disclosed interests must also be disclosed to each annual General Meeting in accordance with the Act.

## **19.9 General disclosure**

A general notice stating that a Board Member is a member of any specified firm or company and that he or she is 'interested' in all transactions with that firm or company is sufficient declaration under clause 19.8. After the distribution of the general notice, it is not necessary for the Board Member to give a special notice regarding any particular transaction with that firm or company.

## **19.10 Recording disclosures**

Any declaration made, or any disclosure or general notice given, by a Board Member in accordance with clauses 19.7, 19.8 and/or 19.9 must be recorded in the minutes of the relevant meeting.

## **20. DELEGATIONS**

### **20.1 Board may delegate functions**

- (a) The Board may, by instrument in writing, create, establish or appoint committees, sub-committees, individual officers and consultants to carry out specific duties and functions.
- (b) The Board will determine what powers these committees, sub-committees, officers and consultants are given. In exercising its power under this clause 20, the Board must take into account broad stakeholder involvement.

### **20.2 Delegation by instrument**

In the establishing instrument, the Board may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

### **20.3 Delegated function exercised in accordance with terms**

A function, the exercise of which has been delegated under this clause 20, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

### **20.4 Procedure of delegated entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under clause 19. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

### **20.5 Delegation may be conditional**

A delegation under this clause 20 may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

### **20.6 Revocation of delegation**

At any time the Board may, by instrument in writing, revoke wholly or in part any delegation made under this clause 20. It may amend or repeal any decision made by a body or person under this clause 20.

## **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 4, 5, 36, 37, 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. SEAL, COLOURS AND CREST**

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two Board Members must witness every use of the Seal, unless the Board determines otherwise.
- (c) 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.

- (d) 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 the Act and this Constitution. It should be held on a date and at a venue determined by the Board.
- (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 Board 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 Board 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 Board 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 Board.

## **25. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor (if any) and Board Members shall also be entitled to receive notice of every General Meeting. This notice will be sent to the last known address of the auditor (if any). 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 40.

## **26. BUSINESS**

- (a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and the auditor (if an auditor has been appointed), the election of Board Members under this Constitution and the appointment of an auditor.
- (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 Board 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 Board 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 Board Member to preside as Chairperson for that meeting only.
- (c) The Chairperson of a General Meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting and may, subject to this Constitution, require the adoption of any procedures which are in his or her opinion necessary or desirable for:
  - (i) proper and orderly debate or discussion, including limiting the time that a person may speak on a motion or other item of business before the meeting; and
  - (ii) the proper and orderly casting or recording of votes at the General Meeting, whether on a show of hands or on a poll, including the appointment of scrutineers.

#### **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 the same day in the next week at the same time and place or to a date, time or 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, and shall, if so directed by the meeting, 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 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in clause 28.4(c), it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **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.

#### **28.6 Recording of determinations**

Unless a poll is demanded under clause 28.5, the Chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. 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 book of proceedings.

## **28.7 Where poll demanded**

If a poll is duly demanded under clause 28.5, it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll shall be the resolution of the meeting.

## **28.8 Procedural irregularities**

- (a) No decision of the Club, the Board or any Board authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (b) The Club, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

## **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 permitted at any General Meeting if the Board so determines.

### **29.4 Postal or electronic voting**

No motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under procedures determined by the Board from time to time.

## **30. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this clause 30 applies to disputes arising under this Constitution between a Member and:
  - (i) another Member; or
  - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) 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 10 days, refer the dispute for:
  - (i) resolution by an independent tribunal established by the SSO or SUSF in accordance with the procedures determined by the SSO or SUSF from time to time; or

- (ii) by the National Sports Tribunal if so determined by the Board; or
- (iii) if the Board so decides, mediation by:
  - (A) an independent person or the National Sports Tribunal if agreed to by the parties to the dispute; or
  - (B) if the parties are unable to agree on the independent person, the National Sports Tribunal or a community justice centre under the *Community Justice Centres Act 1983* (NSW) as determined by the Board.
- (d) The Board may prescribe additional grievance procedures in the Regulations consistent with this clause 30.
- (e) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

## **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 Board 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 Board determines.
- (b) All cheques, drafts, bills of exchange, promissory notes, approvals to pay and other negotiable instruments must be signed or approved by 2 Board Members or by persons under written delegation from the Board.

## **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 Board). It shall produce these as appropriate at each Board meeting or General Meeting.

### **32.2 Records kept in accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. The books, documents and securities of account shall be kept in the care, custody and control of the Secretary.



### **32.3 Board to submit accounts**

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

### **32.4 Accounts conclusive**

The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

### **32.5 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, a copy of the statements of account, the Board's report, the auditor's report (if an auditor has been appointed), and every other document required under the Act (if any).

### **32.6 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, approved or otherwise executed, as the case may be, by any two duly authorised Board Members, by persons under written delegation from the Board or in such other manner as the Board determines.

## **33. AUDITOR**

- (a) If required by the Act, a properly qualified auditor or auditors shall be appointed by the Club in a General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act, the duties shall be regulated in accordance with the *Corporations Act 2001* (Cth) and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.
- (b) If required by the Act, the accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

## **34. FINANCIAL YEAR**

The financial year of the Club shall be 1 January to 31 December, or as is the case for SUSF.

### **INCOME**

- (a) Income and property of the Club shall be:
  - (i) derived from such sources; and
  - (ii) managed in such manner,as the Board determines from time to time, subject always to the Act and 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 or the Act:

- (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 Board 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 34(b) or 34(c) shall prevent payment in good faith to any Member or Board Member for:
- (i) any services actually rendered to the Club whether as an employee, Board 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.

### **35. WINDING UP**

- (a) Subject to this Constitution, the Club may be wound up in accordance with the Act.
- (b) The liability of the Members is limited as set out in clause 35(c).
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

### **36. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or 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.

### **37. ALTERATION OF CONSTITUTION**

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 the SSO and NSO of which the Club remains a member but only where such consent remains a requirement of that organisation's membership.

## **38. REGULATIONS**

### **38.1 Board to formulate Regulations**

The Board 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 Board and SUSF.

### **38.2 Regulations binding**

All Regulations are binding on the Club and all Members.

### **38.3 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).

### **38.4 Changes binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Board from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

## **39. STATUS AND COMPLIANCE OF CLUB**

### **Recognition of Club**

The Club is a Member of the NSO and SSO and is recognised by those bodies as the entity responsible for the delivery of the Sport in the University and 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 and SSO constitutions.

## **40. 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.

## **41. INDEMNITY**

- (a) Every Board 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 Board 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 Board Members and employees against all damages and losses (including legal costs) for which any such Board 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 Board 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.

**APPROVED BY THE MEMBERS OF SYDNEY UNIVERSITY BOAT CLUB AT THE GENERAL MEETING**

ON THIS DAY THE 13 DAY OF NOVEMBER 2021

Chairperson of General Meeting:

Devlin Walsh  
.....  
Name

Co-President  
.....  
Position

*Devlin Walsh*  
.....  
Signature

13/11/2021  
.....  
Date

Danielle Pettit  
.....  
Name

Co-President  
.....  
Position

.....  
Signature

13/11/2021  
.....  
Date