

Arc @ UNSW Limited

Model Regular Club/Society

UNSW Underwater Club

CONSTITUTION

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1 Introduction

- 1.1 The official name of the club shall be UNSW UNDERWATER CLUB.
- 1.2 The club shall be affiliated to Arc.
- 1.3 The aims and objectives of the club are:
 - 1.3.1 Conduct, encourage, promote, advance and administer their sport through the University;
 - 1.3.2 Act at all times on behalf of and in the interest of the Members and their sport;
 - 1.3.3 To enhance and expand the UNSW student experience by providing access to SCUBA diving related activities.
 - 1.3.4 To provide equitable and affordable access to SCUBA diving related activities, club events and club assets in a safe environment.
 - 1.3.5 To have fun whilst developing club members' skills, knowledge and abilities.
 - 1.3.6 To promote recreational SCUBA diving in NSW.
 - 1.3.7 To help protect & preserve the marine environment for all underwater sports.
 - 1.3.8 To maintain a safe, spirited and social culture for members of the club.
 - 1.3.9 Affiliate and otherwise liaise with Arc, the University and any sport specific state body of which the Club is a Member and adopt their rule and policy frameworks to further the Objects;
 - 1.3.10 Abide by, enforce and secure uniformity in the application of the rules of their sport as may be determined from time to time by the sport specific national sporting organisation or international federation;
 - 1.3.11 Increase Student participation and membership within the Club;
 - 1.3.12 Have regard to the public interest in its operations; and
 - 1.3.13 Undertake and or do all such things or activities which are necessary incidental or conducive to the advancement of the Objects.
- 1.4 In all matters not specifically dealt with herein, the procedures set out in the latest edition of Guide for Meetings and Organizations by N.E.R. Renton shall apply.

Definitions

- 1.5 For the purposes of this Constitution:
 - 1.5.1 The University shall mean the University of New South Wales;
 - 1.5.2 Arc shall mean Arc @ UNSW Limited;
 - 1.5.3 Re-affiliation shall mean re-affiliation with Arc;
 - 1.5.4 Members shall mean individuals of the club who are students of the University of New South Wales;

- 1.5.5 Associate members shall mean individuals of the club who are not students of the University of New South Wales;
 - 1.5.6 The Executive shall mean the Executive of the club;
 - 1.5.7 Register shall mean the details of members and associate members, for which a record shall be kept and maintained, including but not limited to full name, address and date of entry and termination of each member
 - 1.5.8 Regulation shall mean the regulations as developed in accordance with this Constitution and adopted by the Club
 - 1.5.9 The Committee shall mean the Executive of the club as well as any member appointed by the Executive to fill a specific role;
 - 1.5.10 The Annual General Meeting shall mean the Annual General Meeting of the club;
 - 1.5.11 An academic day shall mean a day during the first or second session of the University's academic year which is not a Saturday, Sunday, Public Holiday or University Holiday; and
 - 1.5.12 Subjects shall mean units of study offered by the University in progression to the award of a degree.
- 1.6 Unless a contrary statement appears in Section 7 of this Constitution, the club shall be bound by all the clauses in Section 2 to Section 6 of this Constitution.

2 Membership

- 2.1 Contact details for members of your club are to remain with the Executive and Arc to have sole access. Contact details are not to be given or sold to any other person.
- 2.2 The club shall be recognized as a Financial club.
- 2.3 Membership of the club shall be open to all UNSW students subject to affiliation requirements of Arc, and they shall be required to pay an annual club membership fee as prescribed by the Club, and complete a membership form prepared by the club Executive/s.
- 2.4 Associate membership shall be open to all persons who are not UNSW students (i.e. general population, including UNSW staff) subject to affiliation requirements of Arc, provided that they pay a membership fee as prescribed by the Club, and complete a membership form prepared by the club Executive/s.
- 2.5 The duration of a person's membership shall be until the club's next Annual General Meeting after they have become a member, or until the end of Week One in Session One of the University year after they have become a member, whichever is the later.
- 2.6 The rights afforded under a membership or associate membership include the following:
- 2.6.1 The right to participate in social events held by and on behalf of the club;
 - 2.6.2 The right to participate in dive events held by and on behalf of the club;
 - 2.6.3 The right to vote at meetings; and
 - 2.6.4 The right to hire club gear subject to limitations and penalties agreed upon by the gear officer(s) and/or members of the Executive that are made known to members upon hire.
- 2.7 The club shall comply with Anti-Discrimination legislation in all of its activities and procedures, including the granting of club membership.
- 2.8 Notwithstanding clause 2.8, a member of the Executive may have their position declared vacant according to the procedures set out in Section 3.6.
- 2.9 A member or associate member of a club may have their membership terminated upon breach of any clause of this Constitution or any relevant regulations, including

but not limited to the failure to pay any moneys owed to the club, after the following procedure is followed:

- 2.9.1 Giving the accused Member the opportunity to explain and/or remedy the breach prior to the discontinuance of their membership, for which such opportunity is not to be unreasonably withheld
 - 2.9.2 A motion is carried by the Executive, or the Executive is petitioned by fifteen (15) members to instigate impeachment proceedings;
 - 2.9.3 The members of the club are notified of the proceedings formally as a motion on notice to an Extraordinary General Meeting under Section 4.2;
 - 2.9.4 The member concerned is notified in writing of the procedures and reasons for proceedings at least seven (7) days prior to the meeting.
 - 2.9.5 The member concerned is given five (5) minutes to speak against the motion at the Extraordinary General Meeting.
 - 2.9.6 The motion is carried by the Extraordinary General Meeting.
 - 2.9.7 A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving four (4) weeks' notice, in writing, to the Club.
- 2.10 Any member of a club or club Executive who believes they have been wrongly expelled may appeal to Arc, who will arrive at the final resolution of the matter.
- 2.11 Membership fees or subscriptions paid by the discontinued Member are forfeited to the Club upon discontinuance.

3 Executive

- 3.1 The Executive of the club shall be elected from the Members and Associate Members at the Annual General Meeting, providing that no less than 50% of the Executive consists of current UNSW Students, and shall consist of at least:
- 3.1.1 A President;
 - 3.1.2 A Vice President
 - 3.1.3 A Secretary;
 - 3.1.4 A Treasurer; and
 - 3.1.5 An Arc Delegate.
- 3.2 One member is permitted to hold two Executive positions, provided that a minimum of three different members shall remain on the Executive at all times, with the exception that the positions of President and Treasurer may not be held by the same person.
- 3.3 Job sharing of any Executive position is not permitted.
- 3.4 The Executive shall be responsible for the following duties:
- 3.4.1 The activities of the club;
 - 3.4.2 The finances of the club;
- 3.5 The Executive is at all times bound by the decisions of a club Annual or Extraordinary General Meeting.
- 3.6 Any member of the Executive shall have their position declared vacant if they:
- 3.6.1 Die;
 - 3.6.2 Cease to be a member of the club;
 - 3.6.3 Cease to be a UNSW student;
 - 3.6.4 Are absent from any three (3) consecutive meetings of the club without apology or leave; or
 - 3.6.5 Have their position declared vacant at an Extraordinary General Meeting.
- 3.7 Any member of the Committee shall have their position declared vacant if they:
- 3.7.1 Meet the criteria outlined in section 3.6; or

3.7.2 Are removed from their role by majority vote of the executive.

3.8 Any vacancy on the club Executive must be filled at an Extraordinary General Meeting, via the procedures outlined in Section 4.

3.9 Duties of the following Executive positions shall include but not be limited to:

3.9.1 President

- a) To chair all club, Committee, General and Annual General Meetings (held during their term) of the club or society;
- b) To oversee and coordinate the activities and administration of the club;
- c) To ensure that the elected officers of the club or society perform duties as laid down by the clubs' Constitution, through regular e-mail updates, regularly advertised meetings, reports and notices and/or regular newsletters;
- d) To ensure that all other tasks necessary for the running of the activities of the society are performed, properly either by doing them or delegating the duties;
- e) To have a thorough knowledge of the club's or society's Constitution;
- f) To plan the coming year's activities;
- g) To act as official spokesperson for the club;
- h) To arrive at a membership fee with the Executive;
- i) To liaise with fellow office bearers;
- j) To acquaint each committee member with their function, responsibility, duties and maintain personal contact with them;
- k) To liaise with Arc and departments of the University where necessary;
- l) To ensure that an "Application for Affiliation" form accompanied by the minutes of the most recent Annual General Meeting and an updated membership list is submitted to Arc;
- m) To ensure that the Treasurer submits a Financial Report to the club at the AGM and to Arc and that they have the club's finances in good order in preparation for Spot Audits by Arc;
- n) To ensure that Arc is informed of changes to the Executive;
- o) To pass on their knowledge to their successor; and
- p) Other duties as in accordance with the Constitution of the club.

3.9.2 Vice president

- a) The vice president is to work concurrently with the president for all of the above roles and responsibilities of the president;
- b) Other duties as in accordance with the constitution of the club;
- c) Should the President be away, the Vice President will be acting President until their return.

3.9.3 Secretary

- a) To be responsible for receiving and replying to all correspondence on behalf of the club;
- b) To organise meetings, agendas (in consultation with the President), and keep minutes;
- c) To keep relevant club papers in order;
- d) To ensure all necessary documents are submitted to Arc by the required deadlines including but not limited to the annual report and updated Register;
- e) To coordinate elections; and
- f) To maintain the membership list, updating when changes are made.
- g) Other duties as in accordance with the constitution of the club

3.9.4 Treasurer

- a) To keep and maintain all club financial records;
- b) To hold cheque books, petty cash tins etc;
- c) To keep the club informed of its financial position (at meetings, through regular e-mail reports, or regular newsletter;
- d) To carry out financial transactions as directed by the club management;
- e) To not lend money, under any circumstances to yourself, club members or other clubs;
- f) To always ensure that the records are up to date and in good order so that if they are otherwise unable to continue in that capacity someone else can easily take over;
- g) To not put the club in debt that cannot be repaid, but should endeavour to match costs and income as closely as possible;
- h) To always insist on a receipt or docket to validate any expenditure by the club;
- i) To always provide a receipt to a person who gives money to the club for any reason and bank all money received IMMEDIATELY;
- j) To ensure you have at least two and not more than three signatories who are Executive members to the cheque account;
- k) To ensure that club funds are not misused at any time;
- l) To ensure that when smaller amounts of money are spent (petty cash) a receipt or docket must be obtained;
- m) Under no circumstances are any expenses to be met without documentation;
- n) To organise a presentation of the annual financial break down and the AGM;
- o) Other duties as in accordance with the constitution of the club.

3.9.5 **Arc Delegate**

- a) To facilitate and organise the club's O-Week activities and presence;
- b) To be aware of the Arc funding system, it's requirements and its possibilities for the club;
- c) To communicate with the Executive before and after each Arc Clubs General Meeting to pass on information (about grants etc);
- d) To liaise with Arc and the club's Executive;
- e) To have a good working knowledge of Arc forms;
- f) To clear out the club's pigeonhole in the Arc Resource Centre at least every two weeks; and
- g) To attend Arc Clubs General Meetings or nominate a fellow club member to attend on your behalf, or send advance apologies (taking the form of a written note detailing your name, club, and the date of the meeting you can not attend).
- h) Other duties as in accordance with the constitution of the club.

3.10 **Grounds for Termination of an Executive**

The office of an Executive will become vacant if the Executive:

- (a) Dies;
- (b) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (c) Resigns his office in writing to the Club;
- (d) Is absent without the consent of the Committee from meetings of the Committee held during a period of at least six (6) months;
- (e) Holds any office of employment with the Club without the prior approval of the Committee;
- (f) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;

- (g) In the opinion of the Committee, but subject always to this Constitution, has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club and has brought the Club into disrepute; or
- (h) Is removed by Special Resolution.

4 Committee

Please number any additions or alterations to this Constitution starting with 7.1, and ensure that a copy is submitted to Arc with your affiliation. Additions or alterations to this Constitution do not become valid unless ratified by Arc.

- 4.1 The General Committee of the club shall be elected from the Members and/or Associate Members at the Annual General Meeting and shall consist of at least:
 - 4.1.1 A Dive Officer;
 - 4.1.2 A Boat Officer
 - 4.1.3 A Gear Officer;
 - 4.1.4 A Social Officer; and
 - 4.1.5 A Membership Officer.
 - 4.1.6 Except for the position of Membership Officer, there can be up to four (4) Members per position for all positions on the General Committee
- 4.2 Duties of the following General Committee positions shall include but not be limited to:
 - 4.2.1 **Dive Officer(s)**
 - a) The Dive Officer(s) plans and supports the major dive events for the year (in consultation with the Executive & General Committee)
 - b) Responsibilities & Duties:
 - 4.2.1.b.1 To ensure that any SCUBA diving related activities conducted within the club are a conducted in a safe manner in accordance with diving safety best practices; and
 - 4.2.1.b.2 To help ensure that SCUBA diving related activities are a success and that participating members have a fun and safe time.
 - 4.2.1.b.3 To organize at least one dive per month outside of the monthly weekends away, including night dives and/or weekend shore dives
 - c) Knowledge & Skills Required:
 - 4.2.1.c.1 The Dive Officer(s) should be an experienced and very active diver; and
 - 4.2.1.c.2 Have good communication skills.
 - 4.2.2 **Boat Officer(s)**
 - a) The Boat Officer(s) are the main in-charge of maintaining and repairing the club's boats, compressor and trailers
 - b) Responsibilities & Duties:
 - 4.2.2.b.1 To maintain and repair the club's boats and ensure that they are in good working order at all times;
 - 4.2.2.b.2 To ensure that other club assets such as the compressor and trailers are regularly serviced and are in good working order at all times;
 - 4.2.2.b.3 To assist with access to the Tramsheds as necessary;
 - 4.2.2.b.4 To keep the Executive informed of the status of, any damage to and repairs necessary, or problems with any of the above-mentioned club assets; and
 - 4.2.2.b.5 To maintain and update maintenance logs and records as necessary.
 - c) Knowledge & Skills Required:

- 4.2.2.c.1 Good practical knowledge of boats, compressor and trailer mechanical issues; and
- 4.2.2.c.2 Current NSW Boat license.

4.2.3 **Gear Officer(s)**

- a) The Gear Officer(s) are to keep track of the club's gear and make sure that it is in good working condition at all times.
- b) Responsibilities & Duties:
 - 4.2.3.b.1 To ensure that all gear is serviced and maintained regularly by certified service technicians;
 - 4.2.3.b.2 To assist with access to the gear shed whenever necessary;
 - 4.2.3.b.3 To ensure the opening and closing of the gear shed at timings decided by the Executive & General Committee for that year;
 - 4.2.3.b.4 To ensure that that no faulty gear is hired out to any club members;
 - 4.2.3.b.5 To ensure that any gear being returned to the club post-hire is still in good working condition; and
 - 4.2.3.b.6 To deal, in an appropriate manner, with any faulty gear being returned to the club.
- c) Knowledge & Skills Required:
 - 4.2.3.c.1 Good communication skills;
 - 4.2.3.c.2 In-depth knowledge of SCUBA gear; and
 - 4.2.3.c.3 Availability to open the gear shed at least one (1) evening per week.

4.2.4 **Social Officer(s)**

- a) The Social Officer(s) organizes and advertises all social club events for the year
- b) Responsibilities & Duties:
 - 4.2.4.b.1 To organize regular social events for the club and its members including, but not limited to, monthly social gathering, pubcrawls, annual dinners and harbor cruises; and
 - 4.2.4.b.2 To assist in the logistical organization for SCUBA diving related activities.
- c) Knowledge & Skills Required:
 - 4.2.4.c.1 Excellent communication skills
 - 4.2.4.c.2 Good organizational skills and the ability to delegate tasks
 - 4.2.4.c.3 Fun, friendly and enthusiastic about getting out there and organizing social events for the club

4.2.5 **Membership Officer**

- a) The Membership Officer is responsible for maintaining the current membership list and handling membership payments in consultation with the Treasurer.
- b) Responsibilities & Duties:
 - 4.2.5.b.1 To process memberships and payments as required;
 - 4.2.5.b.2 To answer all enquiries about club membership; and
 - 4.2.5.b.3 To update the Executive & General committee at regular meetings on the status of club membership.
- c) Knowledge & Skills:
 - 4.2.5.c.1 Organised and diligent
 - 4.2.5.c.2 Familiar with Wordpress and the relevant membership plug-ins that the club uses on its website

- 4.2.6 Any roles / responsibilities not described within the constitution will be delegated by majority vote of the committee.

4.3 Committee to Meet

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business and at minimum twice a year, once in each semester of the University year. Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An Executive may at any time convene a meeting of the Committee within reasonable time.

4.4 Decisions of the Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Executives shall for all purposes be deemed a determination of the Committee. All Executives 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.

4.5 Quorum

At meetings of the Committee the number of Executives whose presence is required to constitute a quorum is four (4).

4.6 Notice of Committee Meetings

Unless all Executives agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Committee shall be given to each Executive. The agenda shall be forwarded to each Executive not less than four (4) days prior to such meeting.

4.7 Chairperson

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

4.8 Conflict of Interest

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

4.9 Disclosure of Interests

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

4.10 General Disclosure

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

- 4.11 Recording Disclosures
Any declaration made, any disclosure or any general notice given by an Executive in accordance with **clauses 17.7** and/or **17.8** must be recorded in the minutes of the relevant meeting.

5 Delegations

- 5.1 Committee May Delegate Functions
The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions.
- 5.2 Delegation May Be Conditional
A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These must be specified in the delegation and will, at minimum, include:
- (a) That the Committee shall determine what powers these delegations are given;
 - (b) That the function, the exercise which has been delegated, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation;
 - (c) That the entity exercising the delegated powers shall make decisions in accordance with the Objects; and
 - (d) That the entity exercising the delegated powers shall provide the Committee with details of all material decisions as well as any other reports, minutes and information required by the Committee.
- 5.3 Revocation of Delegation
At any time the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

6 Meetings

General Meetings

- 6.1 Notice of every General Meeting shall be given, in writing, to Arc.
- 6.2 Notice of every General Meeting shall be given, in writing, to every Life Member and other Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The Executives 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.
- 6.3 A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting
- 6.4 At least ten (10) days notice of a General Meeting shall be given to those Members entitled to receive notice, together with the agenda for the meeting and any notice of motion received from Members entitled to vote.
- 6.5 Notice of every general meeting shall be given in the manner authorised in **clause 35**.

Annual General Meetings

- 6.6 There shall be one Annual General meeting every calendar year.
- 6.7 Notice in the form of an agenda for the Annual General Meeting shall be no less than ten (10) days, and is to be:
 - 6.7.1 Given in writing to Arc;
 - 6.7.2 Given in writing to all club members, or upon approval by Arc displayed in a way that will guarantee an acceptable level of exposure among club members.
- 6.8 Quorum for the Annual General Meeting shall be fifteen members or one half of the club membership, whichever is the lesser.
- 6.9 At an Annual General Meeting:
 - 6.9.1 Reports shall be presented by at least the President and the Treasurer;
 - 6.9.2 Full financial reports shall be presented and adopted;
 - 6.9.3 Elections for a new Executive shall be conducted; and
 - 6.9.4 Constitutional amendments and other motions on notice may be discussed and voted upon.
- 6.10 Full minutes of this meeting, including a list of the new Executive, written financial reports, and constitutional amendments, shall be forwarded to Arc within fourteen (14) days of the meeting.

Extraordinary General Meetings

- 6.11 There shall be Extraordinary General Meetings as the Executive sees fit or as petitioned under clause 4.7.
- 6.12 The format, procedures, notice and quorum for an Extraordinary General Meeting shall be the same as for an Annual General Meeting, except that Executive elections will not be held unless specifically notified.
 - 6.12.1
 - 6.12.2 To petition an Extraordinary General Meeting, fifteen (15) members or associate members, or half of the club membership, whichever is the lesser, must petition the Executive in writing. The petition is to include the object(s) of the meeting, be signed by the petitioning members or associate members, and sent to the Club.
- 6.13 Such a petitioned meeting must be held within twenty-one (21) days, but no sooner than seven (7) days.
- 6.14 There shall be other general meetings of the club as the Executive sees fit.

Requirements

- 6.15 General requirements for all meetings are as follows:
 - 6.15.1 All voting at meetings shall be with a simple majority required for a resolution to be passed;
 - 6.15.2 Each Member and Associate Member is entitled to one vote;
 - 6.15.3 Proxies shall be allowed in meetings and the procedure shall comply with the requirements of Arc;
 - 6.15.4 In the case of equality of voting the President shall have a casting vote;
 - 6.15.5 Elections for Executive shall use the "first past the post" system;
 - 6.15.6 Constitutional changes must be in the form of a motion on notice to an Annual or Extraordinary General Meeting;
 - 6.15.7 Constitutional changes passed at an Annual or Extraordinary General Meeting must be approved by Arc for the Club to remain affiliated with Arc.
- 6.16 The Annual General Meeting is to be held only on Academic days
- 6.17 Proxies are not to be allowed in the Annual General Meeting unless:
 - 6.17.1 Due to extraordinary circumstances, the Annual General Meeting is not held on an academic day then proxies shall be allowed and the procedure shall comply with the requirements of Arc.
- 6.18 To the best of the ability of the Executive, Extraordinary General Meetings must be held on academic days and proxies will not be allowed during these meetings unless:

- 6.18.1 Due to extraordinary circumstances, the Extraordinary General Meeting is not held on an academic day then proxies shall be allowed and the procedure shall comply with the requirements of Arc.

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

Quorum

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

NOTE: Clubs may choose to increase or decrease quorum as necessary when considering their membership numbers.

Chairperson to Preside

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

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

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

Adjournment of Meeting

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

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.

Recording of Determinations

Unless a poll is demanded under **clause 24.4**, the chairperson's declaration shall be the 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.

Where Poll Demanded

If a poll is duly demanded under **clause 24.4** 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 results of the poll shall be the resolution of the meeting.

7 Income

7.1 Income and Property of the Club

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

7.2 Exceptions

Except as otherwise prescribed in this Constitution:

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

7.3 Payment in Good Faith

Payment in good faith to any Member can be made for:

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

Nothing in **clauses 28.1 or 28.2** precludes such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

8 Finance

8.1 The club shall hold an account with a financial institution approved by Arc.

8.2 The Executive must approve all accounts and expenditures for payment.

8.3 All financial transactions shall require two signatures of members of the Executive.

8.4 The club shall nominate three members of the Executive as possible signatories for the account, one of which must be the club Treasurer

8.5 The financial records of the club shall be open for inspection by Arc at all times.

8.6 All purchases over \$200 excluding standard trip costs (food and drinks, accommodation, fuel, moorings, permits, reef trip, emergency costs) must be approved by majority vote of the executive.

9 Records and Accounts

9.1 Records

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

9.2 Committee to Submit Accounts

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

9.3 Accounts to be Sent to Members

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

NOTE: It may not be the practice for Clubs to send their Members these documents in which case this clause should be deleted.

9.4 Negotiable Instruments

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

10 Dissolution

10.1 Dissolution of the club will occur after the following conditions have been met:

- 10.1.1 An Extraordinary General Meeting is petitioned in writing as set out in 4.8;
- 10.1.2 Procedures for notification as set out in 4.2 are followed, and the reasons for the proposed dissolution are included with the notification to Arc;
- 10.1.3 Quorum for the meeting to dissolve the club shall be 20% of the club membership and must be provided in a written statement
- 10.1.4 No other business may be conducted at the meeting to dissolve the club;
- 10.1.5 After the petitioning body has stated its case any opposition must be given the opportunity to reply, with at least ten minutes set aside for this purpose;
- 10.1.6 A vote is taken and the motion to dissolve lapses if opposed by fifteen (15) or more members of the club;
- 10.1.7 If the motion to dissolve is carried, Arc must be notified within fourteen (14) days.

10.2 The secretary must convene the special general meeting within twenty-one (21) days of receiving the submission with the item "Dissolution" the only item on the agenda.

10.3 Dissolution of the club will also occur if the club has been financially and administratively inactive for a period of eighteen (18) months.

- 10.3.1 Arc must give thirty (30) academic days notice in an official Arc publication and in writing to the last known President before dissolving the club in this way.

10.4 On dissolution of the club, the club is not to distribute assets to members. All assets are to be distributed to an organisation with similar goals or objectives that also prohibits the distribution of assets to members. This organisation may be nominated at the dissolution meeting of the club. If no other legitimate club or organisation is nominated, Arc will begin procedures to recover any property, monies or records belonging to the club which it perceives would be useful to other Arc-affiliated clubs. The club will be given twenty one (21) days to forward all relevant items to Arc before any action is instigated.

10.5 That if on the dissolution of the club there remains after the satisfaction of all its debts and liabilities, any monies or properties whatsoever, the same shall not be paid to or

distributed among members of the club, but shall be paid to or transferred to Arc @ UNSW to be use within the University for the support of sport.

11 Grievance Procedure

11.1 Parties to the Grievance

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

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

11.2 Procedure

- (a) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (b) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to Arc in accordance with the procedures determined by Arc from time to time.

NOTE: Clubs may have their own establish dispute resolution procedure in which case this clause should be amended to reflect as such.

11.3 Additional Procedures

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

11.4 Arc

- (a) In a dispute between a Member and the Club, parties can bring the matter directly to Arc for resolution. Arc has the discretion to refuse to hear the dispute at the first instance if it is deemed inappropriate.
- (b) Arc will have final resolution for all disputes.
- (c) Any disputes between members about the operations of the club be settled by majority vote of the committee with Arc Sport advised of the meeting / voting time and outcome.

NOTE: As an Arc Affiliated Club, any dispute which cannot be settled internally should be referred to Arc for resolution and Arc will have final resolution for all matters.

12 Additions

12.1 The Executive may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, and the advancements of the objectives of the Club.

12.1.1 All regulations are binding on the Club and all Members and Associate Members.

12.2 The Club recognizes the mission of Arc as being to provide opportunities to participate and be involved with sport and activity for current students.

12.3 No amendments shall be made to this Constitution unless by special resolution, requiring a majority vote at a special resolution to be held at an Extraordinary General Meeting.

- 12.4 All members of the Executive & General Committee are to work together and assist each other in the organisation of all club events, including the club's monthly weekends away.
- 12.5 This Club shall be affiliated with
- 12.5.1 Arc; and
 - 12.5.2 Any sport specific regional and/or state bodies
- 12.6 The Arc Sport Development Manager or their equivalent positions shall be ex-officio members of the committee of the club, but they shall have no right to vote at any meeting of any such committee solely by virtue of these offices.
- 12.7 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, electronic mail to the person's registered address or electronic mail address.
- 12.8 Where 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.
- 12.9 Where notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.