



Associations Incorporation Act 2009 (NSW) (Act).

Northern Beaches Dragon Boat Club Inc. Constitution

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

NORTHERN BEACHES DRAGON BOAT CLUB INCORPORATED

1. NAME OF CLUB

The name of the Club is Northern Beaches Dragon Boat Club. The Club is an incorporated society in NSW, Australia.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

‘Board’ means the body managing the Club and consisting of the directors.

“Club” means Northern Beaches Dragon Boat Club Inc.

“Constitution” means this Constitution of the Association.

“Director” means a Member of the Board and includes any person acting in that capacity, either elected or from time to time appointed in accordance with this Constitution.

‘DBNSW’ means Dragon Boats New South Wales Inc.

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

‘Individual Member’ means a registered Member of the Club who is at least 18 years of age.

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

‘Junior Member’ means a registered Member of the Club who is younger than 18 years of age but older than 12 years or age.

‘Local area’ means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations for [Sport] of which the Club is a Member.

‘Member’ means a registered Member in a current financial year or a Member within 31 days from the close of the immediate prior financial year who has the intention of re-applying for club membership, as per **clause 6**.

‘NDDBC’ means Northern Beaches Dragon Boat Club Inc.

‘NSO’ means the National Sport Organisation being Australian Dragon Boat Federation (AusDBF).

‘Objects’ means the Objects of the Club in **clause 3**.

‘Public Officer’ means the person appointed by the Board or Club President to be the public officer of the Association in accordance with the Act and as per **clause 15.1(c)**

‘Register’ means a register of Members kept and maintained in accordance with **clause 7**.

‘Special Resolution’ means a Special Resolution as defined by the Act.

‘SSO’ means the State Sport Organisation being Dragon Boats NSW Inc (DBNSW).

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (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, social media, messaging applications or the like.

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 that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

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

- (a) conduct, encourage, promote, advance and administer Dragon Boating throughout the local area;

- (b) act, at all times, on behalf of and in the interest of the Members and Dragon Boating in the local area
- (c) affiliate and otherwise liaise with the SSO and/or NSO of which the Club is a Member and adopt their rules and policy frameworks to further these Objects
- (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of Dragon Boating as may be determined from time to time by NSO to be necessary for the management and control of Dragon Boating and related activities in New South Wales; eg the DBNSW Code of Conduct
- (e) advance the operations and activities of the Club throughout the local area;
- (f) have regard to the public interest in its operations; and
- (g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS ®

The Members of the Club shall consist of:

- (a) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (b) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

6. MEMBERSHIP APPLICATION ®

6.1 Application for Membership

An application for membership must be:

- (a) Made annually and
- (b) Submitted by an applicant in the manner prescribed by the Board and
- (c) Accompanied by the appropriate fees. If more than one fee payment is required to secure membership to the club (eg a payment to both DBNSW and NBDDB), then an applicant will not be accepted as a registered Member of the club until all necessary fees have been paid and received.

6.2 Discretion to Accept or Reject Application

- (a) The Club operates on a principle that it is a community organisation and is open, without prejudice, to any applicant who wishes to join the Club. The Club will accept all applications for membership subject to the applicant complying with the requirements in **clause 6.1** and subject to clause 6.2(c).

- (b) 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) If any Club Member raises a valid concern about an applicant, the Board, in its sole discretion, has the right to reject an applicant. The Board must determine that the acceptance of the applicant will have a reasonable likelihood of being disruptive to the running of the Club and its affairs and/or a potential threat to another Club Member, the public and/or themselves. The decision to reject an applicant must be a majority decision and is subject to compliance with clause 18.2. The Board does not need to make its reasoning known to the applicant or Club Members unless it chooses to do so.
- (d) Where the Club rejects an application, it shall refund any fees paid as part of the application that is within the control and powers of the Club to reimburse. The application shall be deemed rejected by the Club.

6.3 Renewal

Members must renew their membership annually in accordance with the procedures set down by the Club in Regulations from time to time.

6.4 Deemed Membership

- (a) 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.
- (b) Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. REGISTER OF MEMBERS ®

7.1 Club to Keep Register

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

- (a) the first and last name, valid email address and date of birth of each Member
- (b) Members shall provide notice of any changes and required details to the Club within one month of such a change

7.2 Inspection of Register

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

7.3 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.

8. 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 Regulations they are subject to the jurisdiction of the Club, SSO and NSO. eg the DBNSW Code of Conduct
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Dragon Boating and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 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.
- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 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 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 9.2(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 explain the breach, that Member's membership shall be discontinued under **clause 9.2(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 9.2** as soon as practicable.

9.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

9.4 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 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.

9.5 Membership may be Re-instated

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.6 Refund of Membership Fees

The usual practice for fee payment is that the Member pays for an annual membership and if he or she leaves before the year is concluded, standard Club practice is that fees will not be refunded. Membership fees or subscriptions paid by the discontinued Member, which are under the control of the Club, may be refunded on a pro-rata basis to the Member upon discontinuance if approved by the Board. This would be considered exceptional.

10. DISCIPLINE ®

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

- (i) 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
- (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Dragon Boating or
- (iii) brought the Club, any other Member or Dragon Boating into disrepute.

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

(b) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES ®

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

12. EXISTING DIRECTORS

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE BOARD

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 and the community throughout the local area.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise:

- (a) Eight (8) elected directors who must all be Members and who shall be elected under **clause 15**; and
- (b) up to two appointed directors who need not be Members and who may be appointed by the Directors in accordance with **clause 16**.

14.2 Election and Appointment of Directors ®

- (a) The elected Directors shall be elected under **clause 15**.
- (b) The appointed Directors may be appointed under **clause 16**.

14.3 Club Positions ®

- (a) The Board will decide the necessary and appropriate Club Positions required for the successful running of the club. The Board will provide to Members a brief verbal or written description of key responsibilities and qualifications and/or experience required to be capable of taking on a Club Position.
- (b) All Club Positions will report to the Board, unless the Board delegates the authority to another Club Position. Regardless, the Board will retain the sole decision making authority and will only delegate this authority subject to **clause 19**.
- (c) Members can volunteer for one or more Club Positions. Members can take on more than one Club Position contemporaneously if approved by the Board. Members can take on both a Club Position and be nominated for an elected Director position on the Board. In fact, it is highly likely and encouraged that each elected Director will hold at a minimum one Club Position.
- (d) All Club Positions will be subject to **clause 19**. The Board has the authority in its sole discretion, at any time, to change the nature or responsibilities of the Positions, create new Positions or deem existing Club Positions redundant as they so think best for the successful running of the club.
- (e) The Board, in its sole discretion, shall decide the best process for the selection and appointment of Members to Club Positions. If the Board determines that some or all Club Positions for the upcoming year should be decided by vote at the AGM, a list of those Club Positions shall be provided to the Club Secretary for distribution to members at least twenty-one (21) days prior to an AGM. This list will include a brief description of the responsibilities for each Club Position, and the required qualifications and/or experience.

15. ELECTED DIRECTORS

15.1 Nomination for Board ®

- (a) Nominations for each of the eight (8) elected Director positions shall be called for at least twenty-one (21) days prior to the annual general meeting.
- (b) The Club President/Chairperson shall always hold one of the elected Director positions on the Board and as such a single vote shall decide the Club President/Chairperson and the first elected Director position.

- (c) One of the elected Director's will be required to take on the role of Public Officer for the club for the coming year in addition to their elected Director role and any Club Position(s) they hold. This will likely be the Club Secretary or Club Registrar but may be any other elected Director. If the Board is unable to reach agreement on who will be the Public Officer, the Club President/Chairperson in his/her sole discretion will appoint one of the elected Directors to take on this responsibility.
- (d) Nominees for elected Director Positions must declare any position they hold in an NSO or SSO.

15.2 Form of Nomination

Nominations can be:

- (a) Either in writing to the Club Secretary prior to the AGM or made verbally or in writing during the AGM, as long as they are made prior to the election of each Board Director position;
- (b) accepted by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and

15.3 Elections ® for elected Director Positions

- (a) If there is equal numbers of nominations as there 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 at the AGM, but 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, the unfilled positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order 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.

15.4 Elections ® for Club Positions.

If the Board determines that some or all of the Club Positions for the upcoming year will be decided by vote at the AGM, as per clause 14.3(e), then the following rules will apply to the selection of Members to Club positions being appointed by vote.

- (a) If more than one member has volunteered for a Club Position then the Club Position shall be put to vote at the AGM and the Member receiving the highest number of votes shall be declared elected to that Club Position for the upcoming year.
- (b) If only a single Member has volunteered for a Club Position then the Member who has volunteered shall be declared elected to that Club Position at the AGM, if approved by the majority of Members entitled to vote.
- (c) A Member is able to volunteer for as many Club Position as they wish. If elected to more than one Club Position it will require Board approval for that Member to take on more than one Club Position contemporaneously. If approval is not granted then the Member will need to decide which Club Position, from the ones voted in, he/she will take on for the coming year.

- (d) For any Club Position not filled at the AGM, the position shall be deemed vacant and if deemed necessary by the Board will be filled temporarily by an elected Director until such a time as the Board is able to appoint a Member to the Club Position.
- (e) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

15.5 Term of appointment for elected Directors and holders of Club Positions

Elected Directors and holders of Club Positions elected under **clause 15** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors 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 following.

16. APPOINTED DIRECTORS

16.1 Appointment of Directors

The elected Directors may appoint up to two (2) appointed Directors.

16.2 Qualifications for Appointed Directors

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

16.3 Term of Appointment

Appointed directors may be appointed by the elected directors under this Constitution for a term of one (1) year, which shall commence from the first Board meeting after the annual general meeting until after the conclusion of the next annual general meeting that follows.

17. VACANCIES ON THE BOARD AND DIRECTOR TERMINATIONS

17.1 Casual Vacancies

Any casual vacancy occurring in the position of Director, whether by insufficient nominations or resignation or termination of a Director, may be filled by the remaining Directors. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

17.2 Grounds for Termination of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally
- (c) becomes of unsound mind or a person who is liable to be dealt with in anyway under the law relating to mental health
- (d) resigns his office in writing to the Club

- (e) is absent without the consent of the Board from meetings of the Board held during a period of six months
- (f) holds any office of employment, whether paid or voluntary, with a NSO, SSO or other dragon boating club without the approval of the Board
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest
- (h) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
 - (i) has brought the Club into disrepute
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

17.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act. However, if the number of remaining Directors 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 Director to a number sufficient to constitute a quorum.

18. MEETINGS OF THE BOARD

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within reasonable time.

18.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by vote. For any vote to pass and be accepted as a decision by the Board, it must have a majority of 'yes' votes AND have a minimum number of five (5) 'yes' votes. A successful 'yes' vote for all purposes will be deemed a determination of the Board. All directors shall have one vote on any question. Any Director who is not physically present at a meeting will only be eligible to vote at a Board meeting under compliance with clause **18.3(b)(i)**.

18.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by other form of visible or electronic communication by all the directors shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the directors is not physically present at the meeting, provided that:

- (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of electronic communication.
- (ii) Notice of the meeting is given to all the directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that directors are not required to be present in person.
- (iii) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- (iv) Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is present. If no director is present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is five (5).

18.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than two (2) days prior to such meeting.

18.6 Chairperson

The Club President shall also be the chairperson and will act as chair of any Board meeting or General Meeting at which he/she is present. If the Club President is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.7 Conflict of Interest ®

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

18.8 Disclosure of Interests

- (a) The nature of the interest of a Director 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 revealed to the Board at the next meeting of the Board. If a director 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 director becomes interested.

- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

18.9 General Disclosure

A general notice stating that a director is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After the distribution of the general notice, it is not necessary for the director to give a special notice regarding any particular transaction with that firm or company.

18.10 Recording Disclosures ®

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting.

19. DELEGATIONS ®

The Board may, by instrument in writing, create, establish or appoint special committees, Individual officers, Club Positions and consultants to carry out specific duties and functions.

The Board will determine what powers these committees, individual officers and holders of Club Positions are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

19.1 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 or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

19.2 Delegated Function Exercised in Accordance with Terms

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

19.3 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 18**. 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.

19.4 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 may be specified in the delegation.

19.5 Revocation of Delegation

At any time the Board 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.

20. 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.

21. SPECIAL GENERAL MEETINGS

21.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a special general meeting. If more than fifteen months elapses between annual general meetings, the Board shall convene a special general meeting before the expiration of that period.

21.2 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when more than fifty per cent of Members (no less) submit a requisition in writing.
- (b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one 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.

22. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the electronic addresses appearing in the Club's Register. 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 hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (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;
 - (ii) any notice of motion received from Members entitled to vote.

- (iii) The elected Director positions for the upcoming year.
- (d) Notice of every general meeting shall be given in the manner authorised in **clause 36**.

23. BUSINESS

- (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Board and auditors, the election of directors and the election of Club Members under this Constitution and the appointment of the auditors if required or deemed as necessary by the Board.
- (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 23(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.

24. 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 five (5) days (excluding receiving date and meeting date) prior to the general meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 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 ten (10) Members.

25.2 Club President/Chairperson to Preside

The Club President/Chairperson of the Board shall, subject to this Constitution, preside as chair at every general meeting except:

- (a) in relation to any election for which the Club President/Chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the Club President/Chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

25.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the Club President/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 Club President/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 25.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 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 Club President/Chairperson; or
- (b) a simple majority of the Members.

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, the Club President/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.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 25.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Club President/Chairperson directs. The result of the poll shall be the resolution of the meeting.

26. VOTING AT GENERAL MEETINGS ®

26.1 Members Entitled to Vote

Each Individual Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5**.

26.2 Club President/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.

26.3 Proxy Voting

Proxy voting shall not be permitted at all General Meetings unless a request is received by the Board at least five (5) days prior to the AGM and the Board agrees to allow the proxy. The Board will take into consideration a person's desire to attend but inability to do so for a valid reason such as ill health or extended travel or the like. If permission is granted by the Board then the Member shall be entitled to appoint in writing a natural person who is also a Member of the Club to be their proxy and who will attend and vote at that General Meeting of the Club.

26.4 Postal Voting

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

27. GRIEVANCE PROCEDURE ®

- (a) The grievance procedure set out in this rule applies to disputes under these rules 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 fourteen 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 ten (10) days, refer the dispute for resolution to an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.
- (d) The Board may prescribe additional grievance procedures in the Regulations consistent with this as per **clause 34**.

28. RECORDS AND ACCOUNTS

28.1 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 or general meeting.

28.2 Records Kept in Accordance with the Act

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

28.3 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.

28.4 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.

28.5 Accounts to be sent to Members

The Secretary shall ensure that all persons entitled to receive notice of annual general meetings in accordance with this Constitution, will be sent a copy of the statements of account, the Board's report and any other document required under the Act (if any).

28.6 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 or otherwise executed, as the case may be, by any two duly authorised directors or in such other manner as the Board determines.

29. AUDITOR

- (a) Though not required for a Club of NBDBC's current size in 2016, a properly qualified auditor or auditors may be appointed by the Club in a general meeting. The auditor's duties may 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) The accounts of the Club may 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.

30. INCOME

30.1 Sources of income and property

- (a) Income and property of the Association shall be derived from such sources as the Board determines from time to time.

30.2 Application of income and property

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.

30.3 Except as prescribed in this Constitution or the Act:

- (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
- (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.

30.4 Payment to Members

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

- (a) any services actually rendered to the Club whether as an employee, director or otherwise
- (b) goods supplied to the Club in the ordinary and usual course of operation
- (c) interest on money borrowed from any Member
- (d) rent for premises demised or let by any Member to the Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 30.2 or 30.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

31. WINDING UP

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (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 (1) 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).

32. 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. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

33. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

34. REGULATIONS

34.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Dragon Boating in the local area. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

34.2 Regulations Binding

All Regulations are binding on the Club and all Members. Many of the Club's regulations are published on the Club's website, www.NBDBC.com.au. This is the Club's published repository of the Club's rules and regulations. It is the responsibility of all Members to make themselves aware of the Club's rules and regulations and to keep themselves current by periodically reviewing the Club's website or any other published repository as deemed applicable by the Board.

34.3 Regulations Deemed Applicable

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

34.4 Notice of Changes to Regulations

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Club, usually by email or other suitable electronic distribution. The Club shall take reasonable steps to distribute information bulletins to Members. The matters in the bulletins

are binding on all Members. Where the changes to regulations makes one or more of the Club's published regulations obsolete, the Club's published regulations will be amended in a timely manner to reflect the new or amended regulations.

35. STATUS AND COMPLIANCE OF CLUB

35.1 Recognition of Club

The Club is a Member of the state body for Dragon Boating and is recognised by that body as the entity responsible for the delivery of Dragon Boating in the local area and is subject to compliance with this Constitution. The state body's Constitutions shall continue to be so recognised and shall administer Dragon Boating in the local area in accordance with the Objects.

35.2 Constitution of the Club

This Constitution will clearly reflect the Objects of the state body for Dragon Boating and will conform to the Constitution of that body, subject always to the Act.

35.3 SSO

The Club may not resign, disaffiliate or otherwise seek to withdraw from its state body without approval by Special Resolution.

36. 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, mobile phone or by electronic means to the Member's registered address, mobile phone number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, mobile phone number or electronic mail 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 mobile phone, service of the notice shall be deemed to be effected the next day after it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next day after it was sent.

37. INDEMNITY

- (a) Every director 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 director 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 directors and employees against all damages and losses (including legal costs) for which any such director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
 - (ii) in the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or

- (iii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.