



*Associations Incorporation Act 2009 (NSW) (Act)*

# **Hunter Ice Skating Club (HISC) Constitution**

**March 2021**

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**ASSOCIATIONS INCORPORATION ACT 2009 (NSW)**

**CONSTITUTION**

of

**HUNTER ICE SKATING CLUB INCORPORATED**

**1. NAME OF CLUB**

The name of the Club is Hunter Ice Skating Club Incorporated (**Club**).

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Constitution unless the contrary intention appears:

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

**Adult Member** means a registered, financial Member of the club 18 years or over.

**Annual General Meeting** means a mandatory yearly meeting of the members of the Club for the purpose of holding elections for the office bearers and reporting on the year's events.

**Appointed Members** means an impartial and fair-minded person who is non-financial and unable to vote, who may be appointed to hold any of the following positions, Head Coach, Member Protection Information Officer and Grievance Officer, Public Officer, Publicity Officer.

**Club Committee** means the combined Executive Committee Members, Committee Members and any Appointed Members.

**Committee Member** means a financial member of the club holding the following positions; Test Officer, Fundraising and Sponsorship Officer, Aussie Skate Liaison Officer, Training and Development Officer, Competition Convener, Synchro Delegate, Theatre on Ice Delegate.

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

**Executive Committee Member** means financial member of the club holding the following positions; President, Vice President, Secretary, Treasurer, Membership Secretary.

**Figure Skater** means a member who takes to the ice in the sport of figure skating.

**Financial Member** means the yearly registration fee has been paid in full and the membership form submitted and accepted by the Executive Committee.

**Financial Year** means the year ending on the next 31 December following incorporation and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

**General Meeting** means the general meeting of the Club.

**Incapacitated** means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (a) understand the information relevant to the decisions that will have to be made in the role of President;
- (b) retain that information to the extent necessary to make those decisions;

- (c) use or weigh that information as part of the decision making process; or
- (d) communicate the decisions in some way.

**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 Club or any activity of or conducted, promoted or administered by the Club.

**Life Member** means any member or previous member who has rendered distinguished service to the club.

**Local area** means the geographical area for which the Club is responsible as recognised by the RSO and/or SSO for the Sport of which the Club is a Member.

**Member** means a Member of the Club for the time being under **clause 5**.

**Non-Skating Member** means a registered, financial member of the club who doesn't skate.

**NSO** means the National Sporting Organisation for the Sport being Ice Skating Australia

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

**Public Officer** means the person appointed to be the Public Officer of the Club in accordance with the Act. Not a member of the club. A person who is part of Hunter Ice Skating Stadiums Rink Management.

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

**Regulations** means any rules, by-laws or regulations made by the Club under **clause 35**.

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

**Sport** means the sport of Ice Skating

**SSO** means the State Sport Organisation for the Sport being New South Wales Ice Skating Association

**Youth Member** means a registered, financial Member of the Club who is younger than 18 years of age.

## **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 transmission.

### **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. The model constitution under the Act is expressly displaced by this Constitution.

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

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

- (a) conduct, encourage, promote, advance and administer the Sport of Ice Skating in the Local Area;
- (b) act, at all times, on behalf of and in the interest of the Members and the Club;
- (c) affiliate and otherwise liaise with the SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport as may be determined from time to time by;
- (e) have regard to the public interest in its operations;
- (f) establish social or educational undertakings for the benefit of Members;
- (g) organise Ice Skating competitions as required; and
- (h) 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 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001 (Cth)*.

## **5. MEMBERS**

### **5.1 Members**

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of; and to be present at Annual General Meetings and General Meetings. Such members may not vote unless they are also Financial Members;
- (b) Executive Committee Members must be financial members who subject to this Constitution, shall have the right to receive notice of Executive Meetings, Annual General Meetings and General Meetings and to be present, to debate and vote; who fulfil their role as set out in the position description;
- (c) Committee Members must be financial members who subject to this Constitution, shall have the right to receive notice of Annual General Meetings and General Meetings and to be present, to debate and vote; who fulfil their role as set out in in the position description;
- (d) Appointed Members who subject to this Constitution, shall have the right to receive notice of Annual General Meetings and General Meetings and to be present and to debate. Such members may not vote. Such members will be appointed by the incoming Executive Committee Members at the first General Committee Meeting following the AGM, with the exemption of Head Coach who is appointed in agreeance with the Public Officer. They are not financial members of the Club;
- (e) Adult Members, must be financial members who subject to this Constitution, shall have the right to receive notice of Annual General Meetings and General Meetings and to be present and to debate. Such members have the right to vote at the Annual general meeting but not at a general meeting;
- (f) Youth Members, must be financial members who subject to this Constitution shall have the right to receive notice of Annual General Meetings and General Meetings to be present and to debate, however; they will not have the right to vote; and
- (g) Non-Skating Members, must be financial members who subject to this Constitution, shall have the right to receive notice of Annual General Meetings and General Meetings and to be present, and to debate. Such members have the right to vote at the annual general meeting but not at a general meeting.

## 5.2 Life Members

- (a) The Club may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member;
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Club must be a Special Resolution; and
- (c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

## 6. MEMBERSHIP APPLICATION

### 6.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing on the form prescribed from time to time by the Membership Secretary, and lodged with the Executive Committee; and

- (b) accompanied by the appropriate fee.

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 the SSO and NSO) including but not only to this Constitution.

## **6.2 Discretion to Accept or Reject Application**

- (a) The Executive Committee, may acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Executive Committee shall not be required or compelled to provide any reason for such acceptance or rejection;
- (b) Where the Executive Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Executive Committee. The Register shall be amended accordingly as soon as practicable and the club will be informed at the following General Meeting. On acceptance of membership a receipt will be issued for monies paid;
- (c) Where the Executive Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given. The Club will be informed at the following General Meeting; and
- (d) There is no right of appeal where the Executive Committee rejects an application for membership, whether a new application or a renewal application.

## **6.3 Renewal**

- (a) Members (other than Life Member) must re-apply for membership annually with the membership form and payment being received by the first day of January each year and all figure skaters must be current financial members before taking to the ice. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to re-applications for membership;
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

## **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; and
- (b) Any persons, 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 which shall be entered (as a minimum):

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;

- (c) any other information determined by the Executive Committee; and
- (d) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

## **7.2 Inspection of Register**

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 29.2(b)**. If permitted, only 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 the Membership Secretary.

## **7.3 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Executive Committee 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 Executive Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, SSO and NSO;
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly 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;
  - (ii) any automatic right of a Member to renewal of their membership of the Club;
  - (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (f) 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 or otherwise.



## **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 notice in writing to the Club of such withdrawal or resignation; and
- (b) When the Club receives a notice 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**

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Club may be discontinued by the Executive Committee 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 Executive Committee or any duly authorised committee;
- (b) membership shall not be discontinued by the Executive Committee under **clause 9.2(a)** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Executive Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Executive Committee 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 ceased or been discontinued under **clauses 9.1** or **9.2**:

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Executive Committee. There is no right of appeal where the Executive Committee refuses to re-admit a former Member under this clause.

### **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 Reinstated**

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

## **10. DISCIPLINE**

### **10.1 Disciplinary proceedings**

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

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Executive Committee or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or the Sport; or
- (c) brought themselves, the Club, any other Member or the Sport into disrepute.

### **10.2 Procedure**

That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Executive Committee.

## **11. SUBSCRIPTIONS AND FEES**

- (a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Executive Committee from time to time;
- (b) The Executive Committee is empowered to prevent any Member whose annual subscription or any other fees 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 Annual General Meetings. There is no right to natural justice or any right of appeal where the Executive Committee exercises its power under this **clause 11(b)**.

## **12. EXISTING COMMITTEE**

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 Annual General Meeting the positions of the Club Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

## **13. POWERS OF THE EXECUTIVE COMMITTEE**

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Executive Committee. In particular, the Executive Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the Sport and community throughout the Local area.

## **14. COMPOSITION OF THE CLUB COMMITTEE**

### **14.1 Composition of the Club Committee**

The Club Committee shall comprise up to:

- (a) five (5) elected Executive Committee Members who shall be elected under **clause 15**; and

- (b) seven (7) elected Committee Members who shall be elected under **clause 15**;  
and
- (c) four (4) Appointed Members who are appointed under **clause 16**.

#### **14.2 Executive Committee**

The Executive Committee shall be comprised of

- (a) President;
- (b) Vice President;
- (c) Secretary;
- (d) Treasurer; and
- (e) Membership Secretary.

#### **14.3 Committee Members**

The Committee Member positions shall be:

- (a) Test Officer;
- (b) Fundraising and Sponsorship Officer;
- (c) Aussie Skate Liaison Officer;
- (d) Training and Development Officer;
- (e) Competition Convenor;
- (f) Synchro Delegate; and
- (g) Theatre on Ice Delegate.

#### **14.4 Appointed Members**

The following roles may be appointed to the Committee by the Executive Committee:

- (a) Head Coach;
- (b) Member Protection Information Officer and Grievance Officer;
- (c) Public Officer; and
- (d) Publicity Officer.

### **15. ELECTED COMMITTEE MEMBERS**

#### **15.1 Nomination for Elected Committee**

- (a) Nominations for elected positions shall be called for twenty-one (21) days prior to the annual general meeting and must be received 14 days prior to the annual general meeting. Nominees, Nominators, and Seconders must be financial members of the Club. Nominees must hold a current Working With Children Check number, or be in the process of obtaining one and provide it to the Membership Secretary within 21 days of the Annual General Meeting;

- (b) On receipt of nomination the membership secretary shall provide the job description of the position they are nominated for and the Club Constitution and bylaws all of which are required to be read before the annual general meeting;
- (c) Job descriptions will be kept in the clubs Bylaws and may be determined by the Club Committee from time to time; and
- (d) Nominees for elected positions must declare any position they hold in the NSO and SSO.

## 15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form provided for that purpose;
- (c) signed by two (2) Financial Members;
- (d) certified by the nominee (who must be a Financial Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Membership Secretary via the HISC Correspondence box or an Executive Committee Member fourteen (14) days before the date fixed for the annual general meeting.

## 15.3 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 Club Committee, then those nominated may be declared elected only if approved by a majority of Members present and entitled to vote;
- (b) If there are insufficient nominations received to fill all vacancies on the Club Committee, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the 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 provided for each vacancy on the Club Committee;
- (d) Should there be no written nominations for positions then nominations may be taken from the floor;
- (e) There shall always be 12 elected positions, with those positions being filled by a minimum of 5 elected members. Any one member may not be elected or fill more than one position on the Executive Committee, however any one member, may hold more than one Committee position;
- (f) Should a quorum not be present at an Annual General Meeting, the positions of Executive Committee Members and Committee Members shall not be declared vacant and the occupants of the respective positions shall, with their consent, continue to hold office until the next Annual General Meeting;
- (g) Voting shall be conducted in such a manner and by such a method as determined by the Executive Committee from time to time; and

- (h) All Club committee members voted in at the Annual General Meeting must hold a current Working with Children Check number or provide one to the Membership Secretary within 21 days of the Annual General meeting.

#### **15.4 Voting**

- (a) Only Financial members over the age of 18 years of age may cast a vote;
- (b) To hold proxy votes for a member over 18 years of age a member must be a financial member of the club;
- (c) Members under 18 years of age shall not be entitled to vote, but may nominate in writing one of their parents or guardians to vote on their behalf;
- (d) No member may hold more than one proxy vote. Unless it is their own child or guardian;
- (e) To hold proxy votes the Club Proxy Form must be filled out and received by the Executive Committee seven (7) days prior to the Annual General Meeting;
- (f) Votes will be counted by the Chair and placed in a signed, sealed envelope and kept with the Annual General Meeting documents; and
- (g) In the case of a tied vote the chair will draw a name from a hat.

#### **15.5 Term of Appointment for Elected Committee Members**

Club Committee Members elected under **clause 15** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to resignation or removal of Club Committee Members, elected Club Committee Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the following annual general meeting.

### **16. APPOINTED MEMBERS**

#### **16.1 Appointment of Appointed Members**

Such members will be appointed by the incoming Executive Committee Members at the first General Meeting following the Annual General Meeting, with the exemption of Head Coach who is appointed in agreeance with the Public Officer.

#### **16.2 Term of Appointment**

Appointed Members shall be appointed under this Constitution for a term of one year (1), which shall commence from the first General Meeting after the Annual General Meeting until after the conclusion of the first General Meeting after the annual general meeting the following year;

### **17. VACANCIES OF THE CLUB COMMITTEE**

#### **17.1 Casual Vacancies**

Any Club Committee position becoming vacant during the term, shall be filled by the Club Committee within 30 days of notification of such vacancy. Any casual vacancy may only be filled for the remainder of the Committee's term under this Constitution.

## **17.2 Grounds for Termination of a Club Committee Member**

In addition to the circumstances in which the office of a Club Committee position becomes vacant by virtue of the Act, the position of a Club Committee Member becomes vacant if the Club Committee Member:

- (a) Dies; or
- (b) After reasonable consideration by the Executive Committee, is determined by the Executive Committee to have become Incapacitated and the Executive Committee reasonably expects the Club Committee Member will remain Incapacitated for a period exceeding 3 months, provided always that;
  - (i) the Club Committee Member is first given the opportunity to make written or oral submissions to the Executive Committee before a determination is made; and
  - (ii) any determination made under this **clause 17.2** shall be made with the Executive Committee acting reasonably; or
- (c) resigns their position in writing to the Club; or
- (d) without reasonable explanation, fails to attend three (3) General Committee meetings in a row without offering an apology for their absence; or
- (e) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest; or
- (f) in the reasonable opinion of the Executive Committee (but subject always to this Constitution) has:
  - i. acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
  - ii. brought themselves or the Club into disrepute; or
- (g) is removed by Special Resolution.

## **17.3 Club Committee May Act**

If a casual vacancy or vacancies arises in the office of a Club Committee position the Club Committee may act. If the number of remaining committee positions is not sufficient to constitute a quorum at a meeting of the Club however, they may act only for the purpose of increasing the number of Committee positions to a number sufficient to constitute a quorum.

## **18. MEETINGS OF THE CLUB**

### **18.1 Club to Meet**

The Club shall meet as often as is deemed necessary in every calendar year for the dispatch of business. Meetings should be held once per month subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Club Committee Member may call for a general meeting by notifying the Secretary in writing, the secretary shall notify all members giving seven (7) days notice.

### **18.2 Decisions of Club Committee**

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

deemed a determination of the Club. All Club Committee positions shall have one (1) vote on any question. Where a position is shared only one (1) person shall cast a vote. Where voting is equal, the chair may exercise a casting vote.

### **18.3 Resolutions Using Technology**

- (a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Club Committee for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Club duly convened and held. Any such resolution shall be documented in the minutes;
- (b) Any resolution made by the Executive Committee outside of a general committee meeting shall be presented at the following general meeting and documented in the minutes;
- (c) Without limiting the power of the Club Committee to regulate its meetings as it thinks fit, a meeting of the Club may be held where one or more of the Executive Committee or Committee members 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 technology approved by the Executive Committee that gives each of the Committee members a reasonable opportunity to participate;
  - ii. A Committee Member who participates in a Committee Meeting using that technology is taken to be present at that meeting and, if the member votes at the meeting, is taken to have voted in person;
  - iii. Notice of the meeting is given to all the Club Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or this Constitution. The notice will specify that Members are not required to be present in person;
  - iv. If a failure in communications or technology prevents **clause 18.3(c)(i)** from being satisfied by the number of Executive Committee and Committee Members which constitutes a quorum, then the meeting shall be suspended until **clause 18.3(c)(i)** is satisfied again; and
  - v. If a failure in communications or technology prevents **clause 18.3(c)(i)** from being satisfied but the quorum is still satisfied the meeting will continue.

### **18.4 Quorum**

At meetings of the Club the number of Executive Committee Members combined with Committee Members whose presence is required to constitute a quorum is set out below. A quorum must remain present throughout the meeting.

- (a) Annual General Meeting - 7
- (b) General Meeting - 5
- (c) Executive Meeting - 3
- (d) Sub Committee - more than half of the group.

## **18.5 Chair**

The chair of a General Meeting or Executive Meeting will be the current Club President. If the chair is not present, or unable to preside at a General Meeting or Executive meeting the remaining Executive Committee shall appoint another Executive Committee Member to preside as chair for that meeting only.

- (a) The chair of the Annual General Meeting will be decided by the current Executive Committee and will not be a financial member of the club;
- (b) The chair of the Sub Committee will be decided on by the Executive Committee.

## **18.6 Conflict of Interest**

A Club Committee Member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Executive Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Member casts a vote, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by the Executive Committee. If the conflict involves an Executive Committee Member they shall not be part of the decision.

## **18.7 Disclosure of Interests**

- (a) The nature of the interest of a Club Committee Member must be declared at the meeting of the Club 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 Club at the next meeting of the Club. If a Club Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Club held after the Club Committee Members interest has arisen; and
- (b) All disclosed interests must also be disclosed to each Annual General Meeting.

## **18.8 General Disclosure**

A general notice stating that Club Committee Members are a member of any specified firm or company and that they are 'interested' in, all transactions with that firm or company is sufficient declaration under **clause 18.8**. After such general notice, it is not necessary for the Members to give a special notice regarding any particular transaction with that firm or company.

## **18.9 Recording Disclosures**

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

## **19. DELEGATIONS**

### **19.1 Club Committee Members May Delegate Functions**

Any Club Committee Member may, put forward a motion, verbally at a General Meeting, to create, establish or appoint sub committees, individual officers and consultants to carry out specific duties and functions. The motion shall be voted on as set out in **clause 25**. The Executive Committee will determine what powers these committees are given. In exercising its power under this clause, the Executive Committee should take into account broad stakeholder involvement.



## **19.2 Delegation by Instrument**

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

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

## **19.3 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.

## **19.4 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 Club committee under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Club Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Club Committee from time to time.

## **19.5 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.

## **19.6 Revocation of Delegation**

The Club Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Club Committee may also amend or repeal any decision made by a body or person under this **clause 19**.

## **20. SEAL**

- (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 (2) Directors must witness every use of the Seal, unless the Board determines otherwise.-  
remove

## **21. ANNUAL GENERAL MEETING**

- (a) The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It shall be held at Hunter Ice Skating Stadium before the last day of March in each year on a date to be fixed by the Club Committee at the previous Annual General Meeting. Business which may be transacted at the Annual General Meeting shall be;
  - i. Election of Club Committee members, categories i), and ii) for the ensuing year,
  - ii. Annual Reports by the President, Treasurer and Test Officer.

- (b) All General Meetings other than the annual General Meeting shall be General Meetings and shall be held in accordance with this Constitution. This includes the Annual Budget and Constitution Meeting

## **22. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Member. Notices shall be sent to the email 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 fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with a call for agenda items for the meeting.
- (d) At least seven (7) days prior to the General Meeting provide members with the upcoming agenda, unless an urgent matter arises, then that item shall be added to the agenda and members notified.
- (e) Notice of every General Meeting shall be given in the manner in **clause 35**.

## **23. GENERAL MEETING BUSINESS**

No business other than that stated on the agenda for a General Meeting shall be transacted at that meeting.

## **24. PROCEEDINGS AT GENERAL MEETINGS**

### **24.1 Quorum**

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be five (5) Club Committee Members entitled to vote.

### **24.2 Chair to Preside**

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

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

If the chair is not present, or unable to preside at a General Meeting the remaining Executive Committee shall appoint another Executive Committee Member to preside as chair for that meeting only.

### **24.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the Executive Committee is able to reschedule.
- (b) The chair 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, notice of the adjournment will be given to all Members
- (d) Notice of the adjourned meeting shall be given as in the case of an original meeting.

#### **24.4 Voting Procedure**

- (a) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands;
- (b) In the event of a tie the chair shall exercise a deliberative, casting vote.

#### **24.5 Recording of Determinations**

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 minutes of the General Meeting.

#### **24.6 Procedural irregularities**

- (a) No decision of the Club Committee or Executive Committee 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 Committee or Executive Committee 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.

### **25. VOTING AT GENERAL MEETINGS**

#### **25.1 Members Entitled to Vote**

Each Club Committee Member shall be entitled to one (1) 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 5.1**.

#### **25.2 Chair May Exercise Casting Vote**

Where voting at General Meetings is equal, the chair may exercise a casting vote.

#### **25.3 Proxy Voting**

Proxy voting is not permitted at any General Meeting.

#### **25.4 Postal Voting**

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

## 26. GRIEVANCE PROCEDURE

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

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.

- (b) The Member must fill out the appropriate Complaint Form and lodge it with the Executive Committee
- (c) The complaint will not be anonymous;
- (d) The other party involved will receive a copy of the complaint and have the right of reply which must be received within seven (7) days
- (e) On receipt of their response the Executive Committee shall call an Executive Committee Meeting to discuss the dispute;
- (f) Both parties shall be notified in writing of the Executive Committee decision within fourteen (14) days;
- (g) If either of the parties disagree with the decision of the Executive Committee, then the parties may refer the dispute to the Grievance Officer;
- (h) The Grievance Officer will call a Meeting within fourteen (14) days with the following in attendance, the chair of the Executive Meeting, both of the parties involved and the Grievance Officer;
- (i) If parties are unable to resolve the dispute at this meeting the Grievance Officer may refer the dispute to:
  - i. an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time; or
  - ii. a community justice centre for mediation under the *Community Justice Centres Act 1983 (NSW)*.
- (j) The Executive Committee may prescribe additional grievance procedures in Regulations consistent with this **clause 25.4**.
- (k) If the dispute is not resolved the Grievance Officer may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

## 27. RECORDS AND ACCOUNTS

### 27.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Executive Committee). It shall produce these as appropriate at each Executive Committee Meeting, Annual General Meeting or General Meeting.

## **27.2 Records Kept in Accordance with the Act**

- (a) Proper accounting and other records of the Club including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the Secretary except for the members register which shall be kept and maintained by the Membership Secretary.
- (b) Subject to the Act, the Executive Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

## **27.3 Treasurer to Submit Accounts**

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

## **27.4 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 (3) months after such approval or adoption.

## **27.5 Accounts to be available to Members**

The Secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive or have access to a copy of the statements of account, the President's report, the auditor's report and every other document required under the Act (if any).

## **27.6 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 (2) duly authorised members of the Executive Committee or in such other manner as the Executive Committee determines.

## **28. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Executive Committee in a General Meeting. The auditor's duties shall be regulated in accordance with the Act, the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Executive committee.
- (b) 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.

## **29. INCOME**

- (a) Income and property of the Association shall be:
  - i. derived from such sources; and
  - ii. managed in such manner;

as the Club Committee 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; 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 of the Club;
- (d) Nothing in **clauses 29(b)** or **29(c)** shall prevent payment in good faith to any Member for:
  - i. any services actually rendered to the Club whether as an employee, Club Member or otherwise;
  - ii. goods supplied to the Club in the ordinary and usual course of operation;
  - iii. rent for premises demised or let by any Member to the Club; or
  - iv. 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;
- (e) An invoice shall be issued for all income received by the Club.

### **30. WINDING UP**

- (a) Subject to this Constitution the Club may be wound up or cancelled 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 if it is wound up or cancelled while they are 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 or cancelling the registration of the Club, such an amount not exceeding one dollar (\$1.00).

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

If upon winding up or cancellation 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. Such 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. Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up or cancellation. 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.

### **32. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution. A Sub Committee shall be formed by the Executive Committee of impartial, fair-minded members or non-members. Changes to the

constitution must be approved by the Executive Committee, then, put to a vote of members who are eligible to vote. 75% of the votes cast must be in the affirmative for the changes to be passed.

### **33. REGULATIONS**

#### **33.1 Club Committee to Formulate Regulations**

The Club Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects and the Sport in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Club Committee.

#### **33.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **33.3 Regulations Deemed Applicable**

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

#### **33.4 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 Executive Committee from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

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

#### **34.1 Recognition of Club**

The Club is a Member of the SSO and NSO and is recognised by those bodies as the entity responsible for the delivery of the Sport in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the SSO and NSO's constitutions.

#### **34.2 Compliance of the Club**

The Members acknowledge and agree the Club shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and the Sport;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;
- (e) at all times act in the interests of the Members and the Sport;
- (f) not resign, disaffiliate or otherwise seek to withdraw from SSO without approval by Special Resolution; and
- (g) abide by the SSO constitution and the rules of the Sport.

### **34.3 Operation of Constitution**

The Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and the Sport are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales;
- (b) to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and enhancement; and
- (d) to act in the interests of the Sport and the Members.

## **35. CLUB'S CONSTITUTION**

### **35.1 Constitution of the Club**

This constitution clearly reflects the objects of the SSO and NSO and will conform to the SSO and NSO constitutions, subject always to the Act.

### **35.2 Operation of SSO Constitution**

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to the SSO constitution subject always to the Act
- (b) The Association shall provide to NSO a copy of this Constitution and any amendments to it.

## **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:
  - i. sent by electronic mail to the Member's electronic mail address; or
  - ii. prominently posted on the Club's website.
- (b) Where a notice is sent by electronic mail or by posting on the Club's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

## **37. INDEMNITY**

- (a) Every Club Committee Member 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 a Club Committee Member 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 Club Committee Members against all damages and losses (including legal costs) for which any such Club Committee Member may



be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

- i. in the case of a Club Committee, 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.