

Associations' Incorporation Act 2009 (NSW)



Constitution of Colour City Dragon Boat Club Inc

ABN 431 382 949 84

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1. NAME OF CLUB

Colour City Dragon Boat Club Incorporated.

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 CCDB Club and consisting of the directors.

CCDB is abbreviation for Colour City Dragon Boat Club.

Constitution means this Constitution of the Association

Director means a Member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

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

Individual Member means a registered, financial Member of the CCDB Club who is at least 18 years of age.

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

IDBF means the International Dragon Boat Federation.

Junior Member means a registered Member of the Club who is younger than 18 years of age.

Life Member means an individual appointed as a Life Member of the Club under **clause 5.2**.

Local Area means the geographical area for which the CCDB Club is responsible as recognized by the regional and /or state organizations for Dragon Boating of which the Club is a Member.

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

NSO means the National Sporting Organisation being Australian Dragon Boat Federation

Objects means the Objects of the CCDB Club in **Clause 3**.

Public Officer means the person appointed the Public Officer of the CCDB Club in accordance with the Act.

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

Regulations means rules set by the Directors of the Club

Special Resolution means a Special Resolution defined in 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 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 Reference 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.

2.3 Severance

If any provision of the 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 the 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. OBJECTIVES OF THE CLUB

The Club is established solely for the Objectives. The Objectives of the Club are:

- a To conduct, encourage, promote, advance and administer dragon boating through the local area.
- b To act, at all times, on behalf of and in the interest of the Members and Dragon Boating in the local area.
- c To affiliate and liaise with the SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objectives.
- d To 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 or IDBF and as may be necessary for the management and control of dragon boating and related activities in New South Wales.
- e To advance the operations and activities of the Club throughout the local area.
- f To have regard to the community (does interest in its operations; and
- g To undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objectives.

4. POWERS OF THE CLUB

Solely for furthering the Objectives, 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 (NSW).

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 General Meetings and to be present, to debate and to vote at General Meetings:
- b 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
- c 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.
- d Affiliate Members, who have demonstrated interest or investment in Colour City Dragon Boat Club but do not participate in training on a regular basis. They may be known as "Non Paddling Members".

5.2 Life Members

- a The Board may recommend to an 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 an Annual General Meeting to confer life membership (subject to **clause 5.2**) on the recommendation of the Board must be a Special Resolution.
- c A person offered Life Membership must accept or reject the Club's resolution to confer life membership in writing. As soon as practicable after receipt of written acceptance, the person's details shall be entered in the Register, and from the time of entry in the Register the person shall be a Life Member.

6. MEMBERSHIP APPLICATION ®

6.1 Application for Membership

An application for membership must be:

- a In writing on the form prescribed from time to time by the Dragon Boats NSW Incorporated, from the applicant or its nominated representative and lodged with the CCDB Club; or
- b Electronically 'on line' with DB NSW via Clubs Online; and
- c Accompanied by the appropriate fee which may be paid 'on line' by use of credit card.

6.2 Discretion to Accept or Reject Application

The Directors of the Club may accept or reject an application regardless of whether the applicant has complied with requirements in **clause 6.1**. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.

- a Where the Directors of the Club accept an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application and full fees by the

Director of the Club. The Register shall be amended to record the new membership accordingly as soon as practicable.

- b Where the Directors of the Club rejects an application, it shall refund to the applicant for membership any fees forwarded with the application and the application shall be deemed rejected by the Directors of the Club.

6.3 Renewal

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down in the Regulations established by the Club.

6.4 Deemed Membership

All persons who are, prior to the approval of this Constitution under the Act, Members of the CCDB Club shall be deemed to be Individual Members, Junior Members, Affiliate Members or Life Members as appropriate from the time of approval of this Constitution under the Act.

7. REGISTER OF MEMBERS ®

7.1 Club to Keep Register

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

- a The full name, residential address and date of becoming a member of each Member; and
- b Where applicable, the date of termination of membership of a Member.

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

7.3 Inspection of Register

Upon reasonable request by a member and having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address and other direct contact details of any member, shall be available for inspection (but not copying) by the member making the request.

7.4 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objectives of the Club, in such manner as the Board considers appropriate, ie numbers, demographics for publicity purposes – no names or personal details to be revealed).

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- a This Constitution forms a contract between each of them and the CCDB Club and that members are bound by this Constitution and any Regulations established by the Club.
- 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 the Constitution and Regulations, they are subject to the jurisdiction of the CCDB Club, SSO and NSO.
- d The Constitution and Regulations are necessary and reasonable for promoting the Objectives and particularly the advancement and protection of dragon boating.
- e They are entitled to all benefits, advantages, privileges and services of CCDB Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- a A member who has paid all fees duly payable to the CCDB Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the CCDB Club and the membership of that Member shall be deemed to have ceased on the date of receipt of such notice.
- b Once the CCDB Club receives a notice of resignation of membership given under **clause 9.1 (a)**, the Treasurer or database coordinator must, as soon as practicable after receipt of such a notice, record the date on which the member ceased to be a member.
- c A Member who has resigned or withdrawn from the Club shall not be entitled to any refund of membership and or regatta fees paid to the Club.

9.2 Discontinuance for Breach

- a If a member commits a breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the CCDB Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorized committee; the Board may resolve that such member shall cease to be a Member of the CCDB Club.
- b A resolution by the Board under clause 9.2a shall not be implemented without the Board first giving that Member the opportunity to explain the breach and/or remedy the breach.
- c Where the Member fails, in the Boards' view to adequately explain and/or remedy the breach, the Board's resolution shall take effect and that member's membership shall be discontinued under **clause 9.2 (a)** by the CCDB Board. The Board shall give written notice of discontinuance of membership and the Register shall be amended as soon as practicable.

9.3 Ex-Member to Re-Apply

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

- a May re-apply for membership in accordance with this Constitution; and
- b May be re-admitted to membership of CCDB Club at the discretion of the Board under clause 6.2.

9.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason:

- a Shall forfeit all rights associated with membership of the CCDB Club.
- b Shall not use any property of the CCDB Club, including intellectual property in the possession of that ceased member.
- c Shall return to CCDB Club, as soon as practicable, any CCDB Club documents, records or other property in the possession, custody or control of that ceased membership member.

9.5 Reinstatement of Membership

Membership which has been discontinued under **clause 9.2** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.6 No Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member shall not be made available to the member upon discontinuance.

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 authorized committee.
 - (ii) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the CCDB Club and/or Dragon Boating; or
 - (iii) Brought the Club, any other Members of Dragon Boating into disrepute.
- That Member shall be subject to and shall submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the CCDB 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 and any fees or other levies payable by Members to the CCDB Club and the time for and manner of payment shall be as determined by the Board by resolution at each AGM.

12. EXISTING DIRECTORS

The Members of the administrative or governing body (by whatever name called) of the CCDB 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 CCDB Club shall be managed and the powers of the CCDB Club shall be exercised, by the Board. In particular, the Board shall act in accordance with the Objectives 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 Six elected directors who must all be Financial Members and who shall be elected under **clause 15:** and
- b A maximum of two appointed directors who need not be Members and who may be appointed by the Directors in accordance with **clause 16.**

14.2 Portfolios ®

The Board may allocate specific duties and/or responsibilities in the management of the CCDB Club.

15. ELECTED DIRECTORS

15.1 Nominations and Election ®

- a Nominations for elected Director Positions shall be called for in accordance with the procedure set out in the Regulations. All Individual Members are entitled to nominate for election as an elected Director.
- b A ballot of the Members entitled to vote at Annual General Meetings will be conducted to elect candidates to the elected director positions. The precise terms of such election will be set out in the Regulations. As part of this ballot each year, such Members will elect one elected Director to the position of President or Chairman.
- c Nominees for elected Director Positions must declare any position they hold in an NSO or SSO.

15.2 Elections ®

- a If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- b If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3 (a)**, the position 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.

15.3 Term of Appointment for Elected Directors.

- a Directors elected under **clause 15** shall be elected for a term of two years. 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 second Annual General Meeting following.
- b Three (3) elected Directors shall retire in each odd year and three (3) elected Directors shall retire in each even year until, after two (2) years the six (6) original elected directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.
- c The sequence of retirements under **clause 15.4 (b)** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot.
- d Following the adoption of this Constitution, no person who has served as an elected Director for a period of four (4) consecutive full terms shall be eligible for election as an elected Director until the next Annual General Meeting following the date of conclusion of his last term as an elected Director.

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

- a Appointed directors may be appointed by the elected Directors under this Constitution for a term of two years, which shall commence from the first Board meeting after the Annual General Meeting until after the conclusion of the second Annual General Meeting that follows.
- b Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Director's rotational terms.
- c Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under the Constitution shall be determined by the Board.
- d Following the adoption of this Constitution, no person who has served as an appointed Director for a period of four (4) consecutive full terms shall be eligible for appointment as an appointed Director until the next Annual General Meeting following the date of conclusion of his last term as an appointed Director.

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. 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 whose person or estate is liable to be dealt with in anyway under the law relating to mental health.
- d Resigns his office in writing to the CCDB 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 with the CCDB Club without the approval of the Board
- g Is directly or indirectly interested in any contract or proposed contract with the CCDB 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 CCDB Club
 - (ii) has brought the CCDB 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

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. ie no less than six times per year). 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 a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

18.3 Resolutions Not in Meeting

- a A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the directors for the time being present in Australia 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:
 - (iv) 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 communication.
 - (v) 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.
 - (vi) 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.
 - (vii) 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 there present. If no Director is there 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 three.

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 two (2) 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 President

The Board shall appoint a president from among its number. The president will act as nominal head of the Club

18.7 Chairperson

The Board shall appoint a chairperson from among its number. The chairperson will act as the business leader of the CCDB Club and chair any Board meeting or General Meeting at which he/she is present. If the chairperson 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.

18.8 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 of the Board. If this is not possible, the matter shall be adjourned or deferred.

18.9 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.

18.10 General Disclosure

A general notice stating that a Director is a Member of any specified firm or company and that is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.9**. 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.

18.11 Recording Disclosures ®

Any declaration made, any disclosure or any general notice given by a director in accordance with **clauses 18.7, 18.9 and or 18.10** must be recorded in the minutes of the relevant meeting.

19. DELEGATIONS ®

19.1 Board May Delegate Functions

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

It will determine what powers these committees are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

19.2 Delegation by Instrument

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

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

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 Board under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objectives, 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

19.5 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

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 CCDB 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 Members shall be given notice in writing at least 28 days before such meeting.
- 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. When, but for this clause, 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 five 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 CCDB 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 addresses (electronic or street) appearing in the CCDB Club's Register. The Auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the Auditor's last known address. 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:
 - i the agenda for the meeting; and
 - ii any notice of motion received from Members entitled to vote.
- d Notice of every general meeting shall be given in the manner authorized 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 under this Constitution and the appointment of the auditors.
- 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 24 (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, but shall be held over until the next 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 CCDB Club no less than seven (7) 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 a minimum of five (5) members.

25.2 Chairperson to Preside

The chairperson of the Board shall, subject to this Constitution, preside as chair at every general meeting except:

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

If the 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 chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- b The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d Except as provided in **clause 25.3c** 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 chairperson: or
- b A simple majority of the Members

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the CCDB 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 of otherwise as the 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 5.1**

26.2 Chairperson May Exercise Casting Vote

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

26.3 Proxy Voting

Proxy voting shall not be permitted at General Meetings

27. GRIEVANCE PROCEDURE ®

- a The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - iii another Member; or
-

- iv the CCDB Club
- b One or all parties to the dispute may bring the issues to the attention of the Member Information Protection Officer who will facilitate a meeting of all parties in an attempt to resolve the dispute.
- c 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.
- d 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.
- e the Board may prescribe additional grievance procedures in the Regulations consistent with the **clause 26.4**

28. RECORDS AND ACCOUNTS

28.1 Records

The CCDB 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 CCDB Club's statements of account to the Members at the Annual General Meeting in accordance with the 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 cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every 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 authorized directors or in such other manner as the Board determines.

29. AUDITOR

The accounts of the CCDB Club shall be examined and the accuracy of the profit and loss statement and balance sheets confirmed by an auditor or auditors at the conclusion of each financial year.

30. FINANCIAL YEAR

The financial year of the CCDB Club shall commence on the 1st day of July and end on the 30th day of June of the following year.

31. INCOME

30.1 Income and property of the Association shall be derived from such sources as the Board determines from time to time.

30.2 The income and property of the CCDB 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 CCDB 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 CCDB Club to any Member who holds any office of the CCD Boat Club.

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

- a Any services actually rendered to the CCDB Club whether as an employee, director or otherwise.
- b Goods supplied to the CCDB 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 Colour City Dragon Boat Club.
- 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.

32. WINDING UP

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

33. DISTRIBUTION OF PROPERTY AND ASSETTS ON WINDING UP

If upon winding up or dissolution of the CCDB Club there remains, after satisfaction of all debts and liabilities, any assets or property shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to Dragons Abreast Australia, that organization a registered non profit organization and having Objects similar to those of the CCDB Club.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. 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 CCDB Club, the advancement of the purpose of the CCDB 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 CCDB Club and all Members

34.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the CCDB 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 Bulletins Binding on Members

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. The CCDB Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

36. STATUS AND COMPLIANCE OF CLUB

35.1 Recognition of Club

The CCDB Club is a Member of the state body for Dragon Boating and is recognized by that body as the entity responsible for the delivery of dragon boating in the local area and is subject to compliance with the Constitution. The state body Constitution shall continue to be so recognized and shall administer dragons boating in the local area in accordance with the Objectives.

35.2 Constitution of the CCDB Club

This Constitution will clearly reflect the Objectives of the state body for dragon boating and will conform to the Constitution of that body, subject always to the Act.

35.3 Regional and State Sporting Organisation

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

37. NOTICE

- a Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Members registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile 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 facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- d Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

38. INDEMNITY

- a Every director and employee of the CCDB Club will be indemnified out of the property and assets of the CCDB 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 CCDB 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:
 - i In the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the CCDB 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.