

Associations' Incorporation Act 2009 (NSW)



Regulations (or Bylaws) of Colour City Dragon Boat Club Inc

ABN 431 382 949 84

History:

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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 Sporting Organisation being Dragon Boats NSW INC (DBNSW)

3. MEMBERS ® (cross reference Constitution Clause 5)

The Members of the Club shall consist of:

- a Life Members, who subject to the 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 the 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 the 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”.

4. MEMBERSHIP APPLICATION ® (cross reference Constitution Clause 6)

4.1 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 RevolutioniseSPORT and
- c Accompanied by the appropriate fee which may be paid ‘on line’ by use of credit card.

4.2 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** of the Constitution. 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 except in circumstances when full membership fees have not been forthcoming. Membership shall be deemed to commence only upon acceptance by the Director of the Club, of the application form and full membership fees. The Register shall be amended to record the new membership accordingly as soon as practicable.
- b Where the Directors of the Club reject 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.

4.3 Renewal (cross reference Constitution Clause 6.3)

Members (other than Life Members) must renew their membership annually. Application for renewal must be:

- a. In writing on the form prescribed from time to time by DBNSW Inc. from the applicant or its nominated representative and lodged with the CCDB Club, or:
- b. Electronically ‘on line’ with DBNSW via RevolutioniseSPORT and:
- c. Accompanied by the appropriate fee which may be paid ‘on line’.

5. REGISTER OF MEMBERS ® (cross reference Constitution Clause 7)

5.1 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.

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

6. DISCIPLINE ® (cross reference Constitution Clause 10)

- a. The Board may commence or cause to be commenced disciplinary proceedings against a Member has allegedly:
 - (i) Breached, failed, refused or neglected to comply with a provision of the Constitution, these 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.
- b. 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 these Regulations and the Constitution (clause 9)
- c. 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.

7. SUBSCRIPTIONS AND FEES ® (cross reference Constitution Clause 11)

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, not by the membership.

Should members seek to interfere or assume responsibility for setting of fees and/or budgets, they risk liability.

8. ANNUAL GENERAL MEETING

8.1 Members shall be given notice in writing at least 28 days before such a meeting.

8.2 In addition to any other business which may be transacted at an Annual General Meeting, the business of the meeting shall include the following:

- a. To confirm the minutes of the last Annual General Meeting and of any Extraordinary General Meeting held since that meeting.
- b. To receive reports from The President/Chairman, The Coach and Equipment Officer

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- c. To elect office bearers to the Board of Management. The Board of Management Positions will be elected as outlined in Clause 15 of the Constitution. Resigning office bearers may stand for re-election.
- d. The maximum amount of time an individual can serve on the Board is for 10 consecutive years, can be in the form of numerous positions. After 10 year that person will be required to stand down for a minimum of 2 years before they can stand for re-election if they so wish.
- e. To receive and consider financial statements from the Board of Management which are not misleading and gives a true and fair view of the last financial year of the Association's:
 - Income and expenditure
 - Assets and liabilities
 - Mortgages, charges and other securities

8.3 Any notice of motions to be lodged shall be in writing and received by the Secretary within no less than 7days prior to the date of the Annual General Meeting

9. PORTFOLIOS ® (cross reference Constitution Clause 14.2)

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

10.ELECTED DIRECTORS

10.1 Nominations and Election ® (cross reference clause 15.1 of Constitution)

- a. Nomination for elected Director positions shall be called for 7 days prior to the Annual General Meeting.
- b. In the absence of written nominations for a position on the Board, nominations for election to the Board will be called for from the floor at Annual General Meeting.
- c. Nominees for elected Director Positions must declare any position they hold in an NSO or SSO.

10.2 Form of Nomination

Nominations must be:

- a. In writing
- b. On the prescribed form (if any) provided for that purpose
- c. Signed by two individual Members
- d. Certified by the nominee (who must be a Member) expressing his/her willingness to accept the position for which he is nominated: and
- e. Delivered to the Secretary not less than 7 days before the date fixed for the Annual General Meeting.

10.3 Elections ® (cross reference Constitution Clause 15.2)

- 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**.

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- 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.

10.4 **Conflict of Interest** ® (cross reference Constitution Clause 18.8)

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.

10.5 **Recording Disclosures** ® (cross reference Constitution Clause 18.11)

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.

11. DELEGATIONS ® (cross reference Constitution Clause 19)

11.1 **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.

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

11.2 **Delegated Function Exercised in Accordance with Terms**

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

11.3 **Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board

11.4 **Delegation May Be Conditional**

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

11.5 **Revocation of Delegation**

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

12. VOTING AT GENERAL MEETINGS ® (cross reference Constitution Clause 26)

12.1 **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**

12.2 **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.

12.3 Proxy Voting

Proxy voting shall not be permitted at General Meetings

13. GRIEVANCE PROCEDURE ® (cross reference Constitution Clause 27)

- a The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - i another Member; or
 - ii the CCDB Club
- b One or all parties to the dispute may bring the issues to the attention of the Member Information Protection Officer
- 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 27.e** of the Constitution

14. TRAINING - EXTERNAL Training Courses

The CCDB Club will provide financial assistance to financial members undertaking approved DBNSW or AusDBF approved training courses, with the approval of the executive.

- 14.1 Financial assistance will be in the form of reimbursement of course fees, which shall be made available to the applicant only:
 - (i) On completion of all requirements of the training course facilitators, to gain within the time frame allowed, satisfactory qualifications.
 - (ii) After he/she has given reasonable support and input in the day to day functioning of the CCDB Club over a period of twelve months, from date of completion of the specified training course.
 - (iii) Exception to 14.1 and 14.2 may be made from time to time; by the Board when it is considered specialised training is required by member/s to fulfil a role essential to the good governance of CCDB Club.
- 14.2 Members requests for assistance are to be in writing, addressed to the CCDB Club Board setting out: (Exception will be made by the Board only in the instance as set out in 14.1 (iii))
 - a. Name of Course,
 - b. Facilitator of the Training Course,
 - c. Venue,
 - d. Date/s training takes place
 - e. Course Fees
 - f. How skills/knowledge, acquired will be used to the betterment of CCDB Club and dragon boating in general.
- 14.3 The training is to be in accordance and compatible with current policies and objectives of CCDB Club.
- 14.4 The recipient of financial assistance shall be required to use skills/knowledge obtained or enhanced as and when required to the benefit of CCDB Club members and dragon boating in general.

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- 14.5 The Club's Board is under no obligation to appoint members to specific roles after training has been completed, and the Board makes the final decision on all appointments.
- 14.6 The Board of CCDB Club will consider all written requests for financial assistance based on:
- a. Skills needs of CCDB Club and its Members.
 - b. The requesting member's compliance with Club guidelines/policies
 - c. The requesting member's demonstrated participation in all aspects of the Club's activities
 - d. The age, maturity and personal attributes of the member will be taken into account by the Board when considering requests for training assistance.
 - e. Ability of applicant to convey skills acquired to Club members.
 - f. Budget constraints.
- 14.7 The Member requesting assistance will be provided with written advice of outcome of the Board's decision and of expectations for the Board.

15. USE OF EMAILS

15.1 In relation to our Junior members:

- i Email addresses for children under 18 years will be obtained by Committee, only on a need to know basis, by committee.
- ii Juniors email addresses to be retained only with parental permission.
- iii Email addresses for children under 18 years will not be published by CCDB Club Committee.
- iv Offensive, illegal, discriminative or pejorative e-mails will not be sent to children under 18 years by any member of CCDB Club
- v Responses or replies to emails from children under 18 years will be scripted by a quorum of the Committee and a copy will be forwarded to their parents.

15.2 In relation to Adults Members

- i Email addresses for adult members will be obtained by Committee only with permission of the individual. (This will be reflected in Club documentation).
- ii Email addresses for adults will not be publicised.
- iii Offensive, illegal, discriminative or pejorative emails will not be sent to individuals over 18 years of age by any member of CCDB Club.

15.3 In relation to Member Profit

- i Emails will not be sent to advertise a business to solicit profit from an individual who is a member of CCDB Club

16. CASUAL PADDLERS

16.1 Those members of the public wanting to try the sport of dragon boating shall be permitted a maximum of 3 training sessions free of charge, after which time application for membership will need to be submitted on the appropriate forms.

16.2 All casual paddlers must sign a waiver form prior to participating, and shall be recorded as being present on the attendance record.

16.3 Unless known personally to CCDB Club member/s, paddlers claiming to be members of another Dragon Boat Club will be required to provide proof of membership of State Organisation. In the event of being unable to provide the required proof of membership, the Paddler will be required to sign the waiver form as provided by DBNSW.

17. SPONSORSHIP

17.1 Duration of Sponsorship

Acknowledgement and display of Sponsors name/logo shall be for period of one Financial Year unless otherwise agreed between the parties.

17.2 Level of Sponsorship

Up to and including \$1000 - CCDB Club undertakes to acknowledge and display sponsor's name and logo if available, at all appropriate events.

\$1001 to \$5000 - in addition to the above sponsors name and logo shall be included on all correspondence from CCDB Club and inclusion on the Club's Banner.

\$5001 upwards - in addition to the above sponsors and logo shall be affixed to one side of the boat (this applies only to boats owned by CCDB Club)

\$10,000 - in addition to above the sponsor's name and logo may be affixed to both sides of the boat (this applies only to boats owned by CCDB Club) and shall remain there until such time as agreed upon by the Board of CCDB Club and the sponsor.

18. COACHES

The Club should endeavour to have, at all times, a minimum of one accredited Level 1 Coach.

(Club members may be encouraged to develop coaching skills)

In accordance with AusDBF and DBNSW policies a Level 1 Coach should be present at all training session. In the absence of such a coach a delegated paddler will conduct the training session using, when possible training plan/s prepared by an accredited Level 1 coach.

- (i) A Head Coach will be appointed by the Board following the AGM each year
- (ii) The head coach may be assisted by Sessional coaches, these may or may not have completed training as a coach.
- (iii) The head coach, in consultation with Club Executive and/or members will, prior to each regatta season, plan which regattas the Club will enter (numbers permitting)

19. COACHES/COACH TRAINING

19.1 Those members requesting training as a coach or seeking position of coach shall be:

- (i) Minimum of sixteen (16) years of age
- (ii) Will have paddled consistently with the Club (or provide evidence of same, with another club) for a minimum of two consecutive regatta seasons.
- (iii) Demonstrated compliance with the Club's guidelines/policies
- (iv) Demonstrated positive participation in all aspects of the Club's training programs.
- (v) Age, maturity and personal attributes of the member will be taken into account by the Club's Board when considering requests.
- (vi) Ability of applicant to convey skills acquired to Club members.
- (vii) Will have and continue to have a current First Aid Certificate.

20. REGATTAS

20.1 Participation

- (i) All members meeting the requirements of CCDB club and DBNSW are eligible to participate in such regattas as the Club enters team/s.
- (ii) All members will give priority to participating in those races entered by CCDB Club.
- (iii) Racing with other Clubs may take place only if agreed to by Club coach, team manager and/or one other member of Club executive.

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- (iv) Racing with other Clubs should only take place if it is not to the detriment of CCDB Club.
- (v) Club members must, in accordance with DBNSW policies, wear a CCDB Club shirt
- (vi)

20.2 Boat Captains – when appointed are responsible for:

- (i) Getting team together for warm up drills prior to race
- (ii) Leading team through warm up drills
- (iii) Get team to marshalling area and in seating order in timely manner
- (iv) Get team together immediately after race for debriefing.
- (v) Liaise with coach re strategies needing attention.

20.3

21. SWEEPS/SWEEP TRAINING

21.1 Those requesting training as a sweep:

- (i) Shall be minimum of fifteen (15) years of age.
- (ii) Will have paddled consistently with the Club (or provide evidence of same, with another club) for minimum of two consecutive seasons.
- (iii) Demonstrate an understanding of how a dragon boat runs
- (iv) Demonstrate an understanding of need for balance of the boat and steps required to bring about a balanced boat.

21.2 Non Swimmers requesting training as Sweeps

- (i) Such requests will be assessed by senior Club sweeps on a case by case basis.
 - a. Non swimmers will be required to wear PFD at all times while sweeping

21.2 Pre-requisite to becoming a sweep:

Prior to the Club nominating trainee sweeps for Sweep Accreditation Testing, and in accordance with AusDBF policies, each sweep should have:

- (i) Trained with a current, fully accredited sweep (minimum Level 3)
- (ii) Trained in a variety of conditions such as morning, evening, windy and calm, and with a full and half crews etc
- (iii) Have had control of a dragon boat on at least 20 different occasions with a minimum of 30 minutes per sessions.
- (iv) Hold a senior first aid certificate.

Signed:



Ian Sawtell

Regina Fogarty

President
Colour City Dragon Boat Club

Chairman
Colour City Dragon Boat Club

Treasurer
Colour City Dragon Boat Club

Date 1 April 2017