



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

# CONSTITUTION

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**ASSOCIATIONS INCORPORATION ACT 2009 (NSW)****CONSTITUTION****ORANGE RUNNERS CLUB INCORPORATED****1. NAME OF CLUB**

The name of the Club is Orange Runners 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 who is 18 years or older.

**Club** means Orange Runner's Club.

**Committee** means the body managing the Club as elected at the Annual General Meeting.

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

**Financial Year** means 1 April to 31 March.

**General Meeting** means the annual or any special 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 Committee member;
- (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, trademarks (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.

**Junior Member** means a registered Member of the Club who is 17 years or younger.

**Life Member** means an Individual appointed as a Life Member of the Club under **clause 5.2**, plus those individual members already appointed as Life Members by the Club.

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

**Membership year** means 1 October to 30 September.

**NSO** means the National Sporting Organisation for the Sport being Athletics Australia.

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

**Office-bearer** means a member holding a position of authority within the committee composition refer to clause 14.1 and clause 14.2.

**Ordinary Committee Member** means a member of the committee who is not an office-bearer of the Club.

**Public Officer** means the person appointed to be the public officer of the Club in accordance with the Act.

**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 Committee under **clause 32**.

**Seal** means the common Seal of the Club (if any).

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

**Sport** means the sport of running.

**SSO** means the State Sport Organisation for the Sport being Athletics NSW.

## 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**

### **3.1 Objects**

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

- a) To endeavour to provide at least two (2) timed runs per week for members to participate.
- b) To ensure a safe and supportive environment for members to achieve their fitness and health goals.
- c) To be financially viable.
- d) To recognise the achievements of members throughout the year and at the annual presentation.
- e) To consider the public interest in our decision making.
- f) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

### **3.2 Club Colours**

The colours of the Club shall be predominantly orange and charcoal.

### **3.3 Club Motto**

The club motto is "together we achieve individual goals."

## **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 General Meetings and to be present, to debate and to vote, at General Meetings;
- b) Adult 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 debate, or vote, at General Meetings, but may be present.

## **5.2 Life Members**

- a) An application may be made to the Secretary by a financial member of the Club nominating a member of the Club for Life Membership. Such an application is to include a seconder and be received by the Committee no later than 8 weeks prior to the Annual Club presentation.
- b) For a member to be considered for life membership they must have been a financial member of the Club for at least ten (10) years.
- c) The following criteria should also be considered by the Committee in assessment of the application:
  - (i) Held an Executive Committee position on either the Club or the Orange Running Festival (or previously Orange Colour City Running Festival); and
  - (ii) Made significant contributions to the Club (e.g., timing, newspaper articles, course marking).
  - (iii) The process for determining life membership is as follows:
  - (iv) The Committee will assess the application for life membership based on the criteria identified in subclause (b) and (c).
  - (v) Life Membership will be announced and awarded at the next Annual Club Presentation.
  - (vi) All nominations to be treated in the strictest of confidence.

Retraction of a Life Membership Award may occur where the recipient has conducted him/herself in a manner that reflects directly and adversely on the image or activities of the Club. This provision will only be exercised in exceptional circumstances and will require the full support of the Club Office Bearers to be enacted. As part of the deliberations, the Life Member in question is also to be given an opportunity to present their case for retention of their Life Membership status to the Committee prior to final decision.

- d) Benefits of Life Membership:
  - (i) Award of the Life Membership at the Club Annual Presentation.
  - (ii) Exemption from Club membership fees.

## **6. MEMBERSHIP APPLICATION ®**

### **6.1 Application for Membership**

- a) An application for membership must be submitted via the electronic platform as adopted by the Committee accompanied with the approved fee for the membership year. In exceptional circumstances, alternative options will be considered by the Committee on a case by case basis.
- b) Upon receipt of the registration and payment of the approved fee for the membership year, the applicant becomes a member of the Club (and they are added to the Clubs register of members).
- c) 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 this Constitution.

## 6.2 Renewal

- a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic.
- 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.

## 6.3 Deemed Membership

- a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- b) Any persons, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.3a)** 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) the date on which the Member became a Member;
- d) any other information determined by the Committee; and
- e) 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 27.2(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 Members.

### 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 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 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:
  - (iii) any proprietary right of Members in, to or over the Club or its property or assets;
  - (iv) any automatic right of a Member to renewal of their membership of the Club;
  - (v) 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.
- b) When the Club receives a notice given under **clause 9.1a)**, 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 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 Committee or any duly authorised Committee;

- b) membership shall not be discontinued by the Committee under **clause 9.2a)** without the 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 Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2a)** by the 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 Committee. There is no right of appeal where the 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 Committee, with such conditions as it deems appropriate.

### **9.6 Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## **10. DISCIPLINE ®**

### **10.1 Disciplinary proceedings**

The 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 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**

- a) 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 Committee.
- b) Without limiting the operation of **clause 10.2(a)** the Committee 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 or as otherwise determined by the Committee but subject always to the Act.

## **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 Committee from time to time.
- b) The 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 General Meetings. There is no right to natural justice or any right of appeal where the 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 General Meeting the positions of the Committee shall be filled, vacated, and otherwise dealt with in accordance with this Constitution.

## **13. POWERS OF THE 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 Committee. In particular, the 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 COMMITTEE**

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

The Committee is to consist of:

- (a) the office-bearers of the Club, and
- (b) at least 3 ordinary Committee members,

each of whom is to be elected at the annual general meeting of the Club under **clause 15**.

The total number of Committee members is to be 7.

The office-bearers of the Club are as follows:

- (a) President
- (b) Vice President
- (c) Secretary
- (d) Treasurer

A Committee member may hold up to 2 offices (other than both the offices of President and Vice-President).

There is no maximum number of consecutive terms for which a Committee member may hold office.

Each member of the Committee is, subject to this Constitution, to hold office until immediately before the election of Committee members at the annual general meeting next following the date of the member's election and is eligible for re-election.

The following Auxiliary Members are to be elected at the annual general meeting of the Club:

- (a) Timing Coordinator
- (b) Assistant Timing Coordinator
- (c) Publicity Officer/s
- (d) Course Marker/s
- (e) Website Coordinator
- (f) Social Media Coordinator
- (g) Uniform Coordinator
- (h) Member Recognition Coordinator
- (i) Trail Running Coordinator
- (j) Health and Safety Coordinator
- (k) Equipment Coordinator
- (l) Marketing Coordinator

The public officer is to be elected at the first Committee meeting after the annual general meeting.

A public officer is both the official point of contact for the Club and must be one of the authorised signatories. The public officer must be a Committee member. The public officer is responsible for:

- (i) Notifying Fair Trading of any change in the Clubs official address within 28 days.
- (ii) Collecting all Club documents from former committee members and delivering the documents to the new committee member.
- (iii) Returning all Club documents to a Committee member within 14 days, upon vacating office.
- (iv) Acting as the official contact for the Club, including taking delivery of documents served on the Club and bringing them to the attention of the Committee as soon as practicable.
- (v) Custody of any documents as required by the constitution

#### **14.2 Composition of the Orange Running Festival Subcommittee**

The Orange Running Festival Subcommittee is to consist of:

- a) the office-bearers of the Orange Running Festival Subcommittee, and
- b) at least 3 ordinary Committee members,

each of whom is to be elected at the annual general meeting of the Club under **clause 15**.

The total number of Orange Running Festival Subcommittee members is to be 7.

The office-bearers of the Orange Running Festival Subcommittee are as follows:

- a) Coordinator
- b) Assistant Coordinator
- c) Secretary
- d) Treasurer

A Subcommittee member may hold up to 2 offices (other than both the offices of Coordinator and Assistant Coordinator).

The officer bearers of the Orange Running Festival Subcommittee may recruit any member (or non-member) on an as needs basis to undertake any role that ensures the successful delivery of the Orange Running Festival.

There is no maximum number of consecutive terms for which a Subcommittee member may hold office.

Each member of the Subcommittee is, subject to this Constitution, to hold office until immediately before the election of Subcommittee members at the annual general meeting next following the date of the member's election and is eligible for re-election.

The objects of the Subcommittee are:

- a) To deliver a successful and sustainable annual running festival that covers a range of distances.
- b) To be financially viable with the ability to support local organisations where possible.
- c) To encourage health and fitness through participation in the Festival.
- d) To develop a Festival that is an anticipated event on the annual running calendar.

## **15. ELECTED COMMITTEE MEMBERS**

### **15.1 Nomination for Committee**

Nominations for elected Committee positions shall be called for at the annual general meeting.

### **15.2 Form of Nomination**

Nominations of candidates:

- a) Must be nominated and seconded.
- b) Nominees must accept the nomination.

### **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 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 Committee, or if a person is not approved by the majority of Members under **clause 15.3a**), the positions will be deemed casual vacancies under **clause 16.1**.
- c) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held by a show of hands, with the names of the candidates in alphabetical order. The nominees are required to leave the room whilst the ballot is conducted.
- d) A person nominated as a candidate for election as an office-bearer or as an ordinary Committee member of the Club must be a member of the Club.

## **16. VACANCIES ON THE COMMITTEE**

### **16.1 Casual Vacancies**

In the event of a casual vacancy occurring in the membership of the Committee (or Subcommittee), the Committee may appoint a member of the Club to fill the vacancy and the member so appointed is to hold office, subject to this Constitution, until the annual general meeting next following the date of the appointment.

A casual vacancy in the office of a member of the Committee occurs if the member:

- a) dies, or
- b) ceases to be a member of the Club, or
- c) is or becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth, or

- d) resigns office by notice in writing given to the secretary, or
- e) is removed from office under **clause 16.2**, or
- f) becomes a mentally incapacitated person, or
- g) is absent without the consent of the Committee from 3 consecutive meetings of the Committee, or
- h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or

Where a casual vacancy exists, the Secretary (or President) will call for an Expression of Interest (EOI) of the vacant role(s) providing the members of the Club with two (2) weeks to submit their application. The office bearers will then meet to review the applications and provide a response back to applicants within two weeks and communication to all Club members within three weeks.

## **16.2 Grounds for Termination of Committee Member**

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

- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated and the Committee reasonably expects the Committee member will remain Incapacitated for a period exceeding 3 months, always provided that:
  - (i) the Committee member is first given the opportunity to make written or oral submissions to the Committee before a determination is made; and
  - (ii) any determination made under this **clause 17.2** shall be made with the Committee members acting reasonably; or
- (e) resigns their office in writing to the Club;
- (f) is absent without the consent of the Committee from meetings of the Committee held during a period of six (6) months;
- (g) holds any office of employment with the Club without the approval of the Committee;
- (h) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (i) in the reasonable opinion of the Committee (but subject always to this Constitution) has:
  - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
  - (ii) brought themselves or the Club into disrepute;
- (j) is removed by Special Resolution; or

- (k) would otherwise be prohibited from being a Committee member of a corporation under the Corporations Act 2001 (Cth.).

### **16.3 Committee May Act**

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

## **17. MEETINGS OF THE COMMITTEE**

### **17.1 Committee to Meet**

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit.

The Committee must meet a minimum of 4 times in each period of 12 months at the place and time that the Committee determines.

Additional meetings of the Committee may be convened by the President or by any member of the Committee.

### **17.2 Decisions of Committee**

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee members shall for all purposes be deemed a determination of the Committee. All Committee members shall have one (1) vote on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

### **17.3 Resolutions Not in Meeting**

- a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee members.
- b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the 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 telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee members are not required to be present in person;
  - (iii) if a failure in communications prevents clause 17.3b)(i) from being satisfied by the number of Committee members which constitutes a quorum, and none of such Committee members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until clause 17.3b)(i) is satisfied again. If such condition is not



satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and

- (iv) any meeting held where one or more of the Committee members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee member is there present. If no Committee member is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

#### **17.4 Quorum**

At meetings of the Committee the number of Committee members whose presence is required to constitute a quorum is four(4), two of which must be office bearers. A quorum must remain present throughout the meeting.

The President or, in the President's absence, the Vice-President shall, subject to this Constitution, preside as chair at every Committee Meeting.

#### **17.5 Notice of Committee Meetings**

Oral or written notice of a meeting of the Committee must be given by the Secretary (or nominee in their absence) to each member of the committee at least 48 hours (or any other period that may be unanimously agreed on by the members of the Committee) before the time appointed for the holding of the meeting.

The agenda shall be forwarded to each Committee member not less than two (2) days prior to such meeting.

#### **17.6 Conflict of Interest ®**

A 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 Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee member casts a vote, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Committee member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by the Committee. If this is not possible, the matter shall be adjourned or deferred.

#### **17.7 Disclosure of Interests**

- a) The nature of the interest of a Committee member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be disclosed to the Committee at the next meeting of the Committee. If a 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 Committee held after the Committee member interest has arisen.
- b) All disclosed interests must also be disclosed to each annual General Meeting.

#### **17.8 General Disclosure**

A general notice stating that a Committee member is 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 17.7**. After such general notice, it is not necessary for the Committee member to give a special notice regarding any particular transaction with that firm or company.

## **17.9 Recording Disclosures ®**

Any declaration made, any disclosure or any general notice given by a Committee member under **clauses 17.6, 17.7 and/or 17.8** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

## **18. DELEGATIONS ®**

### **18.1 Committee May Delegate Functions**

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Committee will determine what powers these committees are given. In exercising its power under this clause, the Committee should take into account broad stakeholder involvement.

### **18.2 Delegation by Instrument**

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

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

### **18.3 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.

### **18.4 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 Committee under **clause 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Committee from time to time.

### **18.5 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.

### **18.6 Revocation of Delegation**

The Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this **clause 18**.

## **19. ANNUAL GENERAL MEETING**

- a) The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Committee.
- b) All General Meetings other than the Annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

## **20. SPECIAL GENERAL MEETINGS**

### **20.1 Special General Meetings May be Held**

The Committee may, whenever it thinks fit, convene a special General Meeting. When, but for this clause, more than fifteen (15) months elapses between annual General Meetings, the Committee shall convene a special General Meeting before the expiration of that period.

### **20.2 Requisition of Special General Meetings**

- a) The secretary will convene a special General Meeting when at least five per cent (5%) of Members entitled to vote submit a requisition in writing.
- b) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- c) If the Committee does not cause a special General Meeting to be held one (1) 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 (3) 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 Committee.

## **21. NOTICE OF GENERAL MEETING**

- a) Notice of every General Meeting shall be given to every Life Member and Adult Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. Committee members shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting; and
  - (ii) any notice of motion received from Members entitled to vote.
- d) Notice of every General Meeting shall be given in the manner in clause 34.

## **22. BUSINESS**

The business at an Annual General Meeting shall be:

- a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
- b) to receive from the Committee reports on the activities of the Club during the last preceding financial year,
- c) to elect office-bearers, ordinary members and auxiliary members of the Club and the Orange Running Festival Subcommittee,
- d) to receive and consider any financial statement(s) or report(s) required to be submitted to members under the Act, including the Club or any Subcommittee,
- e) to receive other business items from Club members. The elected Committee reserves the right to take the question on notice and report back within a reasonable time. If the members feel the time has been too long then they can request a special general meeting.

An Annual General Meeting must be specified as that type of meeting in the notice convening it.

## **23. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General 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 20 of Members entitled to vote.

### **24.2 Chair to Preside**

The President or, in the President's absence, the Vice-President 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 President and the Vice-President are absent or unwilling to act,

- a) the President or, in the President's absence, the Vice-President is to preside, or
- b) if the President and the Vice-President are absent or unable due to a conflict of interest to act, one of the remaining office bearers is to preside.

### **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 same day in the next week at the same time and place or to a date, time or place determined by the chair. 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 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 for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) Except as provided in **clause 0c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **24.4 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 chair; or
- b) a simple majority of the Members.

### **24.5 Recording of Determinations**

Unless a poll is demanded under **clause 24.4**, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

### **24.6 Where Poll Demanded**

If a poll is duly demanded under **clause 24.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

### **24.7 Procedural irregularities**

- a) No decision of the Club 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 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 Adult 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. If the chair does not exercise a casting vote the motion will be lost.

### **25.3 Proxy Voting**

Proxy voting is not permitted at any General Meeting.

### **25.4 Postal or Electronic Voting**

No motion shall be determined by a postal or electronic ballot unless determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted under procedures determined by the 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 parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to:

- (i) any 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).

d) The Committee may prescribe additional grievance procedures in Regulations consistent with this clause 25.4.

e) If the dispute is not resolved the Committee 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 Committee). It shall produce these as appropriate at each Committee 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.
- b) Subject to the Act, the 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 Committee to Submit Accounts**

The Committee 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 Committee'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 Committee members or in such other manner as the Committee determines.

## **28. INCOME**

- a) Income and property of the Association shall be:
  - (i) derived from such sources; and
  - (ii) managed in such manner;as the 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 or Committee 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 b) or c) shall prevent payment in good faith to any Member for:
- (i) any services actually rendered to the Club whether as an employee, Committee member or otherwise;
  - (ii) goods supplied to the Club in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Club; or
  - (v) 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.

## **29. 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 Adult 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).

## **30. 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.

## **31. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

## **32. REGULATIONS**

### **32.1 Committee to Formulate Regulations**

The 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 Committee.

### **32.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

### **32.3 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.

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

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

### **33.1 Recognition of Club**

The Club is a Member of the SSO 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's constitutions.

### **33.2 Constitution of the Club**

This Constitution will clearly reflect the objects of the SSO and will generally conform to the Constitutions of those bodies, subject always to the Act.

### **33.3 SSO**

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

## **34. 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 pre-paid post to the Member's registered address or; or
  - (ii) sent by facsimile transmission or by electronic mail to the Member's facsimile number or electronic mail address; or
  - (iii) prominently posted on the Club's website.
- 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 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.

**35. INDEMNITY**

- a) Every Committee member will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as 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 Committee members against all damages and losses (including legal costs) for which any such Committee members may be or become liable to any third party in consequence of any act or omission, except wilful misconduct in the case of a Committee member, performed or made while acting on behalf of and with the authority, express or implied, of the Club.