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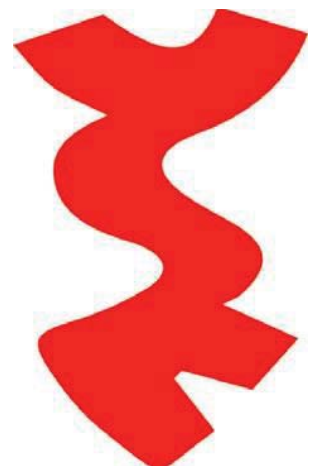
**University Ski Club**

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**Constitution**

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# CONSTITUTION OF THE UNIVERSITY SKI CLUB LIMITED

## 1. Background and Introduction

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- 1.1 The name of the Club is “University Ski Club”.
- 1.2 The Club is one of the oldest ski clubs in Victoria, being formed in 1929 as an initiative of likeminded students attending Melbourne University. The purpose was to foster and popularise skiing among past and present members of Melbourne University. The Club was originally called Melbourne University Ski Club, but in 1934, as skiing became accepted as an official intervarsity sport, a separate and solely undergraduate club of the same name was established and the Club continued as University Ski Club.
- 1.3 The Club is a company limited by guarantee and registered in Victoria.
- 1.4 This Constitution of the Club shall be construed in accordance with the Law and replaces the previous Memorandum and Articles of Association.

## 2. Objects

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- 2.1 The objects of the Club are to:
- (a) encourage, develop facilities for, and foster interest in, the sports of skiing and snow-boarding (including competitive racing at both intra-club and inter-club levels) and other summer and winter mountain sporting activities among:
    - (i) past or present students of a University or other higher education institution approved by the Committee from time to time; and
    - (ii) children attending schools approved by the Committee for annual membership from time to time (for the specific purpose of fostering the sport of skiing and snowboarding amongst school children and encouraging new members of the Club);
  - (b) provide, furnish and maintain Club facilities for its Members, families and friends;
  - (c) do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which may be conveniently carried on and done in connection therewith or which may be calculated directly or indirectly to enhance the value of any venture or property of the Club; and
  - (d) borrow or secure the payment of money in such manner as the Club shall think fit and in particular by granting a charge upon all or any of the property (both present and future) and to redeem or pay off any such borrowing or security.
- 2.2 It is hereby declared that the intention is that the objects specified in each of the paragraphs of this clause shall (except where otherwise expressed in such paragraph) be construed inclusively and not in a manner that would limit or restrict the interpretation of this Constitution.

## 3. Interpretation

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In this Constitution unless the context otherwise requires:

- (a) Expressions defined in Part 1.2 of the Law or any statutory modification thereof in force at the date at which this Constitution becomes binding on the Club shall

have the meaning so defined.

- (b) Words importing the singular shall include the plural and vice versa.
- (c) Words importing persons shall include bodies corporate.
- (d) **Associate Member** means a Member who has been admitted to membership in that class of membership and has not ceased to be a Member in that class of membership.
- (e) **Club** means the "University Ski Club" incorporated as a company limited by guarantee.
- (f) **Committee** means the committee of the Club from time to time.
- (g) **Committee Member** means a member of the committee of the Club as appointed from time to time.
- (h) **Constitution** means this constitution.
- (i) **Law** means the *Corporations Act 2001 (Cth)* and any statutory modification or replacement thereof.
- (j) **Life Member** means a Member who has been admitted to membership in that class of membership and has not ceased to be a Member in that class of membership.
- (k) **Member** means a natural person admitted to membership of the Club in accordance with this Constitution that has not ceased to be a Member.
- (k) **President, Secretary, Treasurer** mean those respective Officers-Bearers from time to time of the Club or any person appointed by the Club to act for such officer.
- (l) **Provisional Member** means a Member who has been admitted to membership in that class of membership and has not ceased to be a Member in that class of membership.
- (ll) **School Member** means a school which has been admitted to membership in that class of membership pursuant to clause 7.5 and has not ceased to be a member in that class of membership by expiry or otherwise.

#### **4. Replaceable Rules Inapplicable**

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- 4.1 The replaceable rules contained in the Law do not apply unless repeated in this Constitution or specifically made applicable by a provision of this Constitution.

#### **5. Use of Income and Property**

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- 5.1 The income and property of the Club shall be applied solely towards the promotion of the objects set forth in this Constitution and no portion thereof shall be paid or transferred, either directly or indirectly, or by way of dividend, bonus or profit, to any person who at any time is or has been a Member of the Club, or to any person claiming through them provided that:

- (a) if the Club desires to reward any Member for goods or services provided by the Member to the Club, then it shall have power to do so by the payment to such Member of such a sum of money as it shall see fit as an honorarium;
- (b) any rebate discount or other concession granted to any Member of the Club by any other person, firm, corporation or government department in respect of any

transaction made between the Club and such other person or body for the purpose of securing any such benefit for such Member, shall be specifically excluded from and not be in any way deemed a breach of the above provisions; and

- (c) this clause shall not limit the Club contracting in the ordinary course of business with any Member.

5.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the Members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club, such institution or institutions to be determined by the Members of the Club at or before the time of dissolution, and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the foregoing provision then to some charitable object.

## **6. Members**

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### 6.1 General

- (a) The Members consist of:
  - (i) all current persons registered as Members of the Club (including full Members, Life Members, Associate Members and Provisional Members) at the date this Constitution is adopted as the Constitution of the Club; and
  - (ii) all other persons admitted to membership in accordance with this Constitution.
- (b) The Committee may from time to time determine the number of Members of the Club, including the number of Provisional or School Members.

### 6.2 Membership Qualifications

- (a) A person cannot become a Member of the Club unless the person is a past or present student of a university or other higher education institution approved by the Committee from time to time.
- (b) A school can only be a School Member if approved by the Committee for annual membership from time to time (for the specific purpose of making the sport of skiing and snowboarding accessible to schoolchildren and encouraging new Members of the Club).

### 6.3 Nomination and Election of Members

- (a) Subject to clause 6.2 of this Constitution, any person who wishes to become a Member of the Club shall make application in writing to the Secretary.
- (b) Except in the case of School Membership, the application must be signed by the applicant for membership and by his or her proposer and seconder (who must be Members of the Club) and shall be in the form prescribed by the Club. In the case of School Memberships, the application must be signed by an employee of the relevant school but does not need to be proposed or seconded.
- (c) All applications for membership shall be considered by the Committee at such

times and in such a manner as the Committee may determine.

- (d) Every applicant for membership who is accepted by the Committee shall be duly notified to that effect by the Secretary who shall also request that the successful applicant pay the entrance fee and at least one year's subscription.
- (e) If the entrance fee and subscription are not paid by an applicant within one month of the date he or she is notified by the Secretary (or within such further period as the Committee may from time to time determine) then both the application and the acceptance by the Committee shall be of no effect.

## **7. Classes of Members**

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### 7.1 The Committee may from time to time:

- (a) establish such additional categories of membership and may make appropriate provisions for the granting of such membership and the conditions of such membership;
- (b) change or modify the existing entitlements of Members with regard to the Member's rights to book accommodation at the Club's lodges, have guests and Member's Affiliates stay at the Club's lodges or the right to book during priority periods provided that such changes are solely for administration, safety or other reasonable factors.

### 7.2 Life Membership

- (a) The Club may confer Life Membership upon any Member in consideration of long and outstanding service to the Club.
- (b) A member of the Committee may at any properly constituted meeting of the Committee propose a Member of the Club for Life Membership. If the members of the Committee at such meeting agree to the nomination without dissent, the nomination shall be placed before Members at a General Meeting of the Club.
- (c) The passing of a resolution electing a Life Member requires a 75% majority of Members voting at such General Meeting.
- (d) A Life Member shall be entitled to all the rights and privileges of membership of the Club but shall be absolved from the payment of the Member's annual subscription, provided that they shall be required to pay all dues and subscriptions paid specifically on their behalf by the Club to other bodies connected with mountain activities.

### 7.3 Associate Members

- (a) Any Member who has been a Member of the Club for 25 years and is 70 years of age or over may, on application to the Committee, become an Associate Member of the Club, provided that at no time shall the number of Associate Members of the Club exceed 25% of the total membership of the Club.
- (b) The Committee may, in exceptional circumstances, permit a Member to become an Associate Member notwithstanding they have not been a Member for 25 years or are not 70 years of age or older.
- (c) An Associate Member shall not be liable for any levies or calls other than the annual subscription applicable to Associate Members and any amount required to be paid.
- (d) Associate Members shall not be eligible for election to the Committee of the Club

and may not nominate any Member to the Committee of the Club but shall, in all other respects, have the same rights and duties as other members of the Club.

#### 7.4 Provisional Members

- (a) The Committee may determine the number of Provisional Members from time to time as part of the total number of Members determined by the Committee under clause 6.1(b). An individual may apply for Provisional Membership of the Club in the same way as a full member.
- (b) Provisional Members:
  - (i) have no right to vote at Members' meetings;
  - (ii) will not be able to book use of the Club's lodges during the winter period unless determined otherwise by the Committee from time to time (which may include altering the membership rights under section 7.1(b));
  - (iii) are only required to pay 50% of the entrance fee and 50% of the annual subscription payable by full members as determined by Members in Annual General Meeting;
  - (iv) will not be entitled to be a member of the Committee; and
  - (v) may become Associate Members but always subject to the limits set out in this clause.
- (c) A Provisional Member may convert their membership to full membership by the same application process as new Members, including any waiting list or eligibility criteria.
- (d) If a Provisional Member paid 50% of an entrance fee when they initially joined and an entrance fee is applicable at the time full membership is offered, the Provisional Member will be credited as having paid 50% of the any applicable entrance fee on becoming a full Member.
- (e) Full Members are not able to convert to Provisional Members.

#### 7.5 School Membership

- (a) The Committee may grant annual membership of the Club to a school approved on Application by the Committee (**School Membership**).
- (b) A school may be granted School Membership for a term up to one year and School Membership may be granted for more than one term.
- (c) School Memberships:
  - (i) will be on such terms and conditions as the Committee may prescribe;
  - (ii) be charged such fees and subscriptions as the Committee may determine from time to time;
  - (iii) subject to complying with clause 7.5(c)(ii), are able to enter and use the Club lodges (including the children and teachers from the school) during a school booking which has been approval by the Club's bookings officer;
- (d) Except as set out in this clause 7.5, School Members are not entitled to:
  - (i) be admitted to any other category of membership;
  - (ii) vote at general meetings;

- (iii) be a member of the Committee; or
- (iv) the general rights of membership of the Club.

7.6 Subject to clause 7.5(c)(ii), if a school is granted and accepts a School Membership, the School Member has no obligation to pay any fees, subscriptions or levies which may become payable by Member's during the period in which that school holds a School Membership. A School Member does not need to attend a work party. On expiry of the School Membership, the School Member will have no further rights with regard to the Club.

## **8. Rights and Duties of Members**

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### 8.1 Subscriptions

The payment by any Member of their subscription shall imply their acquiescence to the Constitution of the Club and shall bind him or her accordingly.

### 8.2 Communications

All communications to Members shall be deemed to have been properly served if they are sent through the post to the Member's address or sent via email to the Member's email address. The address and email address of any Member for the purpose of service of any communication shall be the address and email address given on that Member's application for membership or such other address or email address of which the Member informs the Secretary in writing.

### 8.3 Register of members

- (a) The name of each person who becomes a Member shall be entered in the Register of Members together with the date of their election and their address. No name shall be removed from the Register of Members except by order of the Committee duly minuted.
- (b) The name of a School Member will be entered into the Register of Members for the year for which the membership is granted and will be removed on expiry.

## **9. Fees to be paid by Members**

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### 9.1 Entrance Fee

The entrance fee payable by Members is such amount as determined from time to time by the Club in General Meeting and such determination shall require 75% majority of Members voting at such General Meeting.

### 9.2 Annual Subscription

- (a) The annual subscription payable by Members is such amount as determined from time to time by the Club in General Meeting and such determination shall require a 75% majority of Members voting at such General Meeting.
- (b) The annual subscription shall be due and payable on the first day of January.

### 9.3 No rights

While a Member's annual subscription remains unpaid, a Member shall not be entitled to any of the rights and privileges of membership of the Club and each provision of this Constitution relating to rights of Members shall be read subject to this clause.



#### 9.4 Waiver

The Committee may at any time fix at different rates, suspend or waive payment of the entrance fee or annual subscription in favour of any Member.

### **10. Cessation of Membership**

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#### 10.1 Cessation

A person ceases to be a Member of the Club if the person:

- (a) dies;
- (b) resigns that membership;
- (c) fails to pay that person's annual subscription within six months from the date determined by the Committee;
- (d) is expelled from the Club under this Constitution; or
- (e) is a person whose actions in the opinion of the Committee brings the Club into serious disrepute.

#### 10.2 Resignation / Retirement

- (a) A Member may resign or retire from membership of the Club by making known his or her intention to do so to the Secretary in writing.
- (b) Resignation or retirement from membership shall not relieve a Member of their liability to pay any outstanding fees or annual subscription.

#### 10.3 Membership not transferable

A right, privilege or obligation, which a person has by reason of being a Member of the Club:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's membership.

#### 10.4 Reinstatement of a Member

The Committee may, upon application to it, resolve to reinstate a person whose membership has lapsed by reason of this Constitution if good reason is shown.

#### 10.5 No rights upon cessation

A person whose membership of the Club has ceased for any cause shall have no rights whatever in the assets of the Club.

### **11. Discipline of Members**

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#### 11.1 Resolution of Committee

- (a) The Committee may take disciplinary action against a Member in accordance with the Constitution if it is determined that the Member:
  - (i) has failed to comply with the Law;
  - (ii) has refused or neglected to comply with a provision of the Constitution;
  - (iii) has refused or neglected to comply with a provision of any rules or regulations of the Club (as amended from time to time) including the Code of Conduct; or
  - (iv) has acted in a manner prejudicial to the reputation or interests of the Club.

- (b) Disciplinary action in relation to a Member may be instigated at the request of another Member following a complaint by that Member or at the request of a lodge manager or otherwise as the Committee may determine.

#### 11.2 Disciplinary Sub-committee

- (a) If the Committee is satisfied that there are sufficient grounds for taking disciplinary action against a Member, the Committee must appoint a disciplinary Sub-committee to hear the matter and determine what action, if any, to take against the Member.
- (b) The members of the disciplinary Sub-committee:
  - (i) may be Committee members, Members of the Club or anyone else; but
  - (ii) must not be biased against, or in favour of, the Member concerned.

#### 11.3 Notice to Member

- (a) Before disciplinary action is taken against a Member, the Secretary must give written notice to the Member-
  - (i) stating that the Club proposes to take disciplinary action against the Member;
  - (ii) stating the grounds for the proposed disciplinary action;
  - (iii) specifying the date, place and time of the meeting at which the disciplinary Sub-committee intends to consider the disciplinary action (Disciplinary Meeting); and
  - (iv) advising the Member that he or she may do one or both of the following:
    - (A) attend the Disciplinary Meeting and address the disciplinary Sub-committee at that meeting;
    - (B) give a written statement to the disciplinary Sub-committee at any time before the Disciplinary Meeting; and
  - (v) setting out the Member's appeal rights under clause 11.5.
- (b) The notice must be given no earlier than 28 days, and no later than 14 days, before the Disciplinary Meeting is held.

#### 11.4 Decision of Sub-committee

- (a) At the Disciplinary Meeting, the disciplinary Sub-committee must:
  - (i) give the Member an opportunity to be heard; and
  - (ii) consider any written statement submitted by the Member.
- (b) After complying with clause 11.4(a), the disciplinary Sub-committee may:
  - (i) take no further action against the Member; or
  - (ii) subject to clause 11.4(b)(iii):
    - (A) reprimand the Member;
    - (B) suspend the membership rights of the Member for a specified period;
    - (C) restrict the Member's right to book accommodation at one

or more of the Club's lodges; or

(D) expel the Member from the Club.

- (iii) The disciplinary Sub-committee may not fine the Member.
- (iv) The suspension of membership rights or the expulsion of a Member by the disciplinary Sub-committee under this rule takes effect immediately after the vote is passed.

#### 11.5 Right of appeal

- (a) A person whose membership rights have been suspended or who has been expelled from the Club may give notice to the effect that he or she wishes to appeal against the suspension or expulsion.
- (b) The notice must be in writing and given-
  - (i) to the disciplinary Sub-committee immediately after the vote to suspend or expel the person is taken; or
  - (ii) to the Secretary not later than 2 weeks after the decision is made.
- (c) If a person has given notice, a disciplinary appeal meeting must be convened by the Committee as soon as practicable, but in any event not later than 21 days, after the notice is received.
- (d) Notice of the disciplinary appeal meeting must be given to each Member of the Club who is entitled to vote as soon as practicable and must:
  - (i) specify the date, time and place of the meeting; and
  - (ii) state-
    - (A) the name of the person against whom the disciplinary action has been taken; and
    - (B) the grounds for taking that action; and
    - (C) that at the disciplinary appeal meeting the Members present must vote on whether the decision to expel or suspend the Member should be upheld or revoked.
- (e) There is no right of appeal against a decision made at a disciplinary appeal meeting.

#### 11.6 Conduct of disciplinary appeal meeting

- (a) At a disciplinary appeal meeting:
  - (i) no business other than the question of the appeal may be conducted; and
  - (ii) the Committee must state the grounds for suspending or expelling the person and the reasons for taking that action; and
  - (iii) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- (b) After complying with 11.6(a) the Members present and entitled to vote at the meeting must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked.
- (c) A Member may not vote by proxy at the meeting.

- (d) The decision is upheld if not less than 75% of the Members voting at the meeting vote in favour of the decision.

## **12. Office-Bearers and Committee**

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### 12.1 Office-Bearers

- (a) The Office-Bearers of the Club are:

The President                      The Treasurer                      The Secretary

- (b) The Club shall be governed by a Committee made up of the following persons:

The President                      The Treasurer                      The Secretary

Ordinary Committee Members

### 12.2 Ordinary Committee

In addition to the Office-Bearers of the Club, the Club must have a minimum of 6 and not more than 12 Ordinary Committee Members. The number of Ordinary Committee Members elected at the Annual General Meeting will be as recommended by the outgoing Committee.

### 12.3 Casual Vacancies

The Committee shall have the power to fill any vacancy occurring on the Committee until the next Annual General Meeting.

## **13. Executive**

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- 13.1 In circumstances where urgency does not permit a matter to be brought before the Committee, the President, Treasurer and Secretary may act as an executive of the Committee and deal with any matter with which the Committee normally deals. All decisions and actions of the executive shall be reported to the next Committee meeting.

- 13.2 The quorum of the executive shall be three.

## **14. Election of Officers and Committee**

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- 14.1 Members at the Annual General Meeting shall elect all Office-Bearers and Ordinary Committee Members of the Club.

- 14.2 All Office-Bearers and Ordinary Committee Members shall be elected until the next Annual General Meeting where they shall retire and be eligible for re-election.

- 14.3 Nomination of candidates for election as Office-Bearers and Ordinary Committee Members must be made in writing, signed by the nominee and two Members and delivered to the Secretary at least seven days prior to the Annual General Meeting. A list of the candidates for nomination must be available at the Annual General Meeting at which they are to be elected.

- 14.4 The election of Office-Bearers and Ordinary Committee Members is to be determined by preference voting in accordance with clause 19.

## **15. Removal of Members of Committee**

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The office of a member of the Committee shall become vacant if:

- (a) they cease to be a Member of the Club;
- (b) they submit their resignation from the Committee in writing to the Secretary;
- (c) their office is declared vacant by a resolution of a General Meeting provided that due notice of this resolution is given to Members;
- (d) they absent them self without leave from the Committee for three consecutive regular meetings of the Committee provided that they have received prescribed notices of such meetings; or
- (e) they become an Associate Member.

## **16. Meetings of Committee**

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- 16.1 The Committee must meet at least 4 times in each year at the dates, times and places determined by the Committee.
- 16.2 The date, time and place of the first Committee meeting must be determined by the members of the Committee as soon as practicable after the Annual General Meeting of the Club at which the members of the Committee were elected.
- 16.3 The President shall be Chair of the Committee but in his or her absence the Committee shall elect a Chair from among its number.
- 16.4 Questions arising at any meeting shall be decided by majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote.
- 16.5 Meetings of the Committee may be held electronically by telephone, internet, video conference or other means.

## **17. Powers and Functions of Committee**

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- 17.1 The Committee shall have all the powers conferred on Directors under the Law and shall be the sole authority of the interpretation of this Constitution. The Committee may exercise all powers and do all things, which may be exercised or done by the Club, except those, which are required by this Constitution or the Law, to be exercised or done by the Club in General Meeting.
- 17.2 Without limiting the generality of the preceding or any other clause of this Constitution, the Committee shall have power to make, alter and rescind rules and regulations as it may deem necessary including rules and regulations with respect to:
  - (a) the use of any premises under the control of the Club;
  - (b) competitions and race meetings;
  - (c) the conduct of Members in relation to one another including a Code of Conduct; and
  - (d) the procedure at General Meetings and meetings of the Committee.

## **18. Sub-Committee**

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- 18.1 The Committee at its discretion may and at the request of a General Meeting of Members shall appoint Members of the Club as a Sub-committee and subject to clause 18.2 shall delegate to such Sub-committee such powers as it may think fit or which may be required by a General Meeting of Members.
- 18.2 The powers which are so delegated shall be specified by the Committee in writing under the hand of the Secretary as terms of reference to the Sub-committee. It shall

however be an express condition of the constitution of a Sub-committee that it shall not have or be deemed to have power to commit the Club in contract at law and shall only function for the purpose of making recommendations to the Committee.

- 18.3 The Committee shall appoint one of its number as Chair of each Sub-committee.
- 18.4 Each Sub-committee shall report in writing to the Committee from time to time, as the Committee requires.
- 18.5 The quorum of a Sub-committee shall be fixed by its terms of reference.
- 18.6 The Committee may appoint additional Members to a Sub-committee or fill vacancies on any Sub-committee.
- 18.7 The President and Secretary of the Club shall ex-officio be members of each Sub-committee.
- 18.8 Meetings of the Sub-committee may be held electronically by telephone, internet, video conference or other means.

## **19. General Meetings**

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- 19.1 The Annual General Meeting of the Club shall be held each calendar year and within 5 months after the end of its financial year.
- 19.2 The notice convening the Annual General Meeting must state the time and place of the meeting and the business to be transacted and be sent to Members at least 21 days prior to the date of the meeting.
- 19.3 The business to be transacted at the Annual General Meeting shall be:
  - (a) reception and adoption of the annual report and accounts;
  - (b) election of Office-Bearers and Ordinary Committee Members for the ensuing year;
  - (c) appointment of the Auditor; and
  - (d) any other business which may be properly brought before the meeting.
- 19.4 A Special General Meeting shall be held by the direction of the Committee or on a written request to the Secretary signed by not less than twenty members. The direction or request shall state the purpose for which the meeting is to be held. The Secretary must notify Members not less than 21 days before the date of the meeting which shall be held within two months from the date of the direction or request as the case may be.
- 19.5 The quorum for a General Meeting is 20 Members who are entitled to vote.
- 19.6 Subject to clause 7.4(b), every Member present at a General Meeting has one vote.
- 19.7 Except where a resolution requires a special majority, questions arising at a General Meeting will be decided by a majority of votes cast by the Members present at the meeting. A decision made in this way is for all purposes a decision of the Members.
- 19.8 If the votes are equal on a proposed resolution, the Chair of the meeting has a casting vote, in addition to any deliberative vote.
- 19.9 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded:
  - (a) before the show of hands is taken;
  - (b) before the result of the show of hands is declared; or

- (c) immediately after the result of the show of hands is declared.

19.10 A poll may be demanded by:

- (a) the Chair of the meeting
- (b) at least five Members entitled to vote on the resolution, or
- (c) Members with at least 5 per cent of the votes that may be cast on the resolution on a poll.

A demand for a poll does not prevent a general meeting continuing to transact any business except the question on which the poll is demanded.

19.11 Unless a poll is duly demanded, a declaration by the Chair of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Club, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

19.12 If a poll is duly demanded at a general meeting, it must be taken in the way and either at once or after an interval or adjournment as the Chair of the meeting directs. The result of the poll as declared by the Chair is the resolution of the meeting at which the poll was demanded.

19.13 A poll cannot be demanded at a general meeting on the election of a Chair of the meeting.

19.14 The demand for a poll may be withdrawn with the Chair's consent.

19.15 The Committee may determine that at any general meeting, a Member who is entitled to attend that meeting is entitled to a direct vote. A 'direct vote' includes a vote delivered to the Club by post, fax or other electronic means approved by the Committee. The Committee may specify the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid.

## **20. Minutes**

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The Secretary or some other office-bearer of the Club duly authorised by the Committee to act in his stead shall attend all meetings of the Club and of the Committee and take minutes of the proceedings. Such minutes shall be appropriately recorded and presented for confirmation at the following meeting.

## **21. Secretary**

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The Secretary shall:

- (a) Make the requisite entries in the Register of Members.
- (b) Keep a record of all proceedings and meetings and of the attendance of officers and members of the Committee at such meetings.
- (c) Do all other such things in relation to the affairs of the Club as the Committee may require him or her to do from time to time.

## **22. Account and Monies**

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22.1 A bank account shall be kept in the name of the Club.

22.2 All monies payable to the Club shall be recovered by the Treasurer or some other person authorised by the Committee and shall be paid into the bank account of the Club.

22.3 All payments shall be authorised by and at the discretion of the Committee beforehand

or ratified by the Committee subsequent to the payment where authorisation beforehand is not reasonably possible and the payment is required to be made.

22.4 The Treasurer shall keep correct accounts and books showing all receipts and disbursements. The Treasurer shall submit them to the Committee when required and shall present a duly audited Balance Sheet and a Statement of Income and Expenditure at the Annual General Meeting.

22.5 True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place and the credits and liabilities of the Club and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the rules and regulations of the Club, for the time being shall be open to the inspection of the Members.

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### **23. Audit**

23.1 At least once every year the funds and accounts of the Club shall be audited by the auditor.

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### **24. Indemnity of Officers**

24.1 All Office-Bearers and Ordinary Committee Members of the Club shall be indemnified by the Club for all losses, costs and expenses incurred by them in the discharge of their duties except such as may happen through their own default or through a breach of any direction of the Committee. The Club must take out and maintain appropriate directors and officers insurance which complies with the requirements of the Law.

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### **25. Seal**

25.1 The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of the President and Secretary or such other person as the Committee appoints for the purpose and the President and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence.

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### **26. Alteration of Constitution**

26.1 The mode of alteration of this Constitution shall be by the passing of a 75% majority of Members voting at a General Meeting.

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### **27. Members Liability**

27.1 Every Member of the Club undertakes to contribute to the assets of the Club for payment of the debts and liabilities of the Club contracted while he or she is a Member and of the expenses of winding up the Club such amount as may be required not exceeding \$1.00 in the event of the Club being wound up during the time that he or she is a Member or within a year thereafter.

27.2 If any Member of the Club pays or receives any dividend bonus or other profit in contravention of this Constitution, his or her liability shall be unlimited.

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### **28. Winding up of the Club**

28.1 The Club may be wound up voluntarily by the passing of a resolution by 75% majority of Members voting at such General Meeting.