

Constitution

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St Kilda Cycling Club Incorporated
ABN 32 704 382 157

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Constitution

1. DEFINITIONS AND INTERPRETATIONS

1.1 Name and purpose of Club

- (a) The name of the incorporated association is St Kilda Cycling Club Incorporated (**Club**) (**SKCC**). ABN 32 704 382 157
- (b) SKCC was formed in 1999 to promote the interests of cycling and cyclists in the St Kilda and Bayside Local Area, and all other areas of Victoria and Australia in which its members are active.
- (c) From its establishment, SKCC has promoted and supported its members in competitive bicycle racing, training and social rides. These are at the core of the club's DNA and guides its strategy and engagement.
- (d) SKCC provides and supports a wide range of structured training rides, social rides, camps and other official activities, including social events.
- (e) SKCC seeks to represent the diversity of the communities in which it operates in its membership and governance.
- (f) SKCC accepts Members with racing and lifestyle licenses from AusCycling, subject to the conditions and definitions in **Clause 6**.

1.2 Definitions

In this Constitution unless the context requires otherwise:

AusCycling means AusCycling Limited (ACN 644 149 351).

AusCycling Governing Documents mean the constitution, regulations, code of ethics and other governing documents of AusCycling in force and as amended from time to time.

Act means *Associations Incorporation Reform Act 2012 (Vic)*.

AGM or Annual General Meeting means the annual General Meeting of the Club required to be held by the Club in each calendar year.

Appointed Director means a Director appointed under **clause 16.12**.

Committee means a committee established by the Directors under **clause 21**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Cycling means cycling in all its forms (as a competitive sport, as a healthy recreational activity, as a means of transport and/or for fun) and disciplines including road cycling, mountain biking, BMX, track cycling, observed trails, paracycling, cyclocross, and/or other disciplines as recognised and regulated by UCI from time to time.

Director means a director of the Club and includes Elected Directors and Appointed Directors.

Elected Director means a Director elected under **clause 16.9**.

Financial Year means the year commencing July 1 and ending June 30 in any calendar year.

General Meeting means a general meeting of Members and includes the Annual General Meeting and Special General Meetings as required.

Individual Member means a person admitted to the Club as an individual member under **clause 6.4(a)**.

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

Junior Member means a registered, financial Member of the Club who is younger than 18.

Life Member means a person admitted to the Club as a life member under **clause 6.4**.

Local Area means the geographical area in which the Club operates as determined by the Club. The Local Area for SKCC is the suburb of St Kilda and other bayside regions of Melbourne, and other areas of Victoria and Australia in which SKCC conducts its official activities.

Member means a member of the Club under **clause 6**.

Objects mean the objects of the Club in **clause 2**.

Policy means a policy made under this Constitution and will be publicly available to members.

President means the person elected as the president of the Club under **clause 18.7(a)**.

Register means the register of Members kept in accordance with **clause 12.1**.

Registration means registration of an Individual Member with the Club, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Club as required by **clause 6.3**. **Registered** has a corresponding meaning.

Secretary means a person appointed as secretary of the Club under **clause 20**.

Special Resolution has the same meaning as that given to it in the Act.

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

Virtual Meeting means a meeting held by technology, telephone or video (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

UCI means the Union Cycliste Internationale.

UCI Governing Documents mean the constitution, regulations, code of ethics and other governing documents of UCI in force from time to time.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 6.2**.

1.3 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person, or online where permitted, or by proxy;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation

to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.4 Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

2. OBJECTS

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

- (a) participate as a member of AusCycling so Cycling can be conducted, encouraged, promoted, advanced and administered throughout the Local Area;
- (b) conduct, encourage, promote, advance and administer Cycling (which includes all disciplines of Cycling) throughout the Local Area;
- (c) at all times act on behalf of and in the interest of the Members and Cycling in the Local Area;
- (d) affiliate and otherwise liaise with AusCycling and adopt its rule and policy frameworks to further these Objects;
- (e) do all that is reasonably necessary to enable the objects of AusCycling to be achieved, having regard to the Act;
- (f) effectively promulgate and enforce the AusCycling Governing Documents and the UCI Governing Documents;
- (g) abide by, promulgate, enforce and secure uniformity in the application of the rules of Cycling as may be determined from time to time by AusCycling or UCI and as may be necessary for the management and control of Cycling and related activities in the Local Area;
- (h) use and promote the Intellectual Property;
- (i) advance the operations and activities of the Club throughout the Local Area;

- (j) select, prepare and enter teams in competitions;
- (k) have regard to the public interest in its operations;
- (l) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects; and
- (m) ensure the Club is managed in a way that it does not have a negative net worth at the end of the Financial Year.

3. POWERS

Solely for furthering the Objects under **clause 2**, the Club, in addition to the powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

4. INCOME AND PROPERTY OF CLUB

4.1 Sole Purpose

The income and property of the Club will only be applied towards the promotion of the Objects of the Club.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member in good faith in the promotion of the Objects as follows:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Club by them.

5. STATUS AND COMPLIANCE OF CLUB

5.1 Recognition of Club

The Club is a member of AusCycling and is recognised as the entity responsible for the delivery of Cycling in the Local Area and is subject to compliance with the AusCycling constitution. The Club shall administer Cycling in the Local Area in accordance with the Objects and the objects of AusCycling.

5.2 Constitution of the Club

This Constitution will clearly reflect the objects of AusCycling and will conform to the constitution of AusCycling, subject always to the Act. If there is any inconsistency between this Constitution and the AusCycling constitution or policies, the AusCycling constitution or policies (as applicable) shall prevail to the extent of that inconsistency.

5.3 AusCycling

The Club must not resign, disaffiliate or otherwise seek to withdraw from AusCycling without approval by Special Resolution.

5.4 Amendment of the Constitution

No addition, alteration, amendment or rescission shall be made to this Constitution unless the same has been approved by Special Resolution of the Club.

5.5 Notification to AusCycling

The Club must advise AusCycling as soon as practicable of any serious administrative, operational or financial difficulties.

6. MEMBERSHIP

6.1 Minimum number of Members

The Club must have at least seven (7) Members.

6.2 Categories of Members

Members of the Club shall fall into one of the following categories:

- (a) Individual Members, who subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings
 - (i) To be eligible to vote, the member must have SKCC as their primary club and not as an add-on club, and must have held annual membership for a minimum of 30 days;
- (b) Junior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and debate but not vote at General Meetings;
- (c) Monthly members
 - (i) Must have a membership of AusCycling;
 - (ii) A monthly member shall have the right to receive notice of, attend and debate at General Meetings if their monthly membership is current on the date of the meeting, but are not entitled to vote, except if they meet the criteria of **Clause 6.2 (c) (iii)**;

- (iii) A monthly member who has renewed their membership without interruption for at least two (2) months before the announcement of a General Meeting, and who has nominated SKCC as their primary club, shall be entitled to vote in a General Meeting.
- (d) Life Members, who subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings;
- (e) Temporary Members
 - (i) The Club may from time to time accept applications from persons who wish to hold a membership for three (3) months or less.
 - (ii) They do not have the right to be present at or debate at General Meetings and are not entitled to vote.
- (f) Affiliate Members
 - (i) The Club may accept persons of an Affiliated Association (such as Bicycle Network) to be an Affiliate Member.
 - (ii) Affiliate Members must also have an annual or pro-rated membership of an Affiliated Association.
 - (iii) Affiliate Members have the right to be present and to debate at General Meetings but are not entitled to vote; or
- (g) such other category of Member as may be created by the Directors.
 - (i) Any category of Member created by the Directors under this **clause 6.2(g)** may not be granted voting rights without the approval of the Club in a special resolution in a General Meeting.

6.3 Admission of Members

A person will become a Member, and the Directors will direct the Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Club, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the AusCycling Governing Documents and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 11**; and
- (c) support the Club in the encouragement and promotion of its Objects.

6.4 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Club and Cycling in the Local Area.
- (b) Any Member may forward a proposed nomination to the Directors for consideration.
- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 6.3**.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) The Policies will set out:
 - (i) the categories of Life Membership which exist;
 - (ii) the criteria to be met by each category of Life Member; and
 - (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.
- (f) A person may be posthumously recognised as a Life Member.

6.5 Individual Members and Junior Members

- (a) No individual shall be Registered with the Club as an Individual Member or Junior Member except in accordance with this **clause 6.4(a)**. The Club may at its discretion refuse to accept a person as an Individual Member or Junior Member and shall not be required or compelled to provide any reason for such rejection.
- (b) Subject to **clause 6.5(a)**, an individual may apply to become an Individual Member or Junior Member of the Club and is subject to the provisions of this Constitution.
- (c) In addition to the effect of membership set out in **clause 6.3**, an Individual Member and Junior Member must comply with this Constitution and the Policies and support the Club and the Objects.
- (d) An Individual Member or Junior Member is entitled to any benefits of membership prescribed to apply to Individual Members or Junior Members respectively in the Policies.

6.6 Application for Membership

- (a) Subject to this Constitution, to be eligible for membership as a Member, (except as a Life Member, which is governed by **clause 6.4**, the applicant must be a natural person and meet any other criteria set by the Board from time to time.

- (b) Subject to this Constitution or any procedures set by the Board from time to time, an application for membership as a Member (except a Life Member) must:
 - (i) include the undertakings set out in **clause 6.3**;
 - (ii) be in writing on the form prescribed from time to time by the Board (if any), from the applicant or their nominated representative and lodged with the Club; and
 - (iii) be accompanied by the appropriate fee (if any).

6.7 Discretion to Accept or Reject Application

- (a) The Board may accept or reject an application, irrespective of whether:
 - (i) the applicant is a new applicant making an application under **clause 6.6** or an expiring Member reapplying under **clause 6.8**; or
 - (ii) the applicant has complied with the requirements in **clause 6.6** or not.
- (b) The Board is not required or compelled to provide any reason for such acceptance or rejection.
- (c) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.
- (d) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.
- (e) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.8 Renewal of Membership

- (a) Membership of the Club (other than Life Membership) expires on the 12-month anniversary of the date the Member was admitted to membership under clause 6.3.
- (b) Members (other than Life Members) must reapply for membership of the Club each year and in accordance with the procedures set down by the Board from time to time.
- (c) The Board may accept or reject a reapplication for membership in accordance with **clause 6.7**.
- (d) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

6.9 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 Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.9(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

6.10 General

- (a) The Club must keep a register of all Members in accordance with the Act.
- (b) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must always treat all staff, contractors and representatives of the Club with respect and courtesy.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club or Cycling, or both.

6.11 Limited Liability

Members have no liability in that capacity except as set out in **clause 27**.

7. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution, the AusCycling Governing Documents and the Policies;
 - (ii) they shall comply with and observe this Constitution, the AusCycling Governing Documents and the Policies and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
 - (iii) by submitting to this Constitution, the AusCycling Governing Documents and the Policies they are subject to the jurisdiction of the Club;
 - (iv) this Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and Cycling;

- (v) this Constitution and Policies are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Cycling;
 - (vi) neither membership of the Club nor this Constitution gives rise to:
 - (A) any proprietary right of Members in, to or over the Club or its property or assets;
 - (B) any automatic right of a Member to renewal of their membership of the Club; or
 - (C) 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; and
 - (vii) they are entitled to all benefits, advantages, privileges and services of Club membership.
- (b) Subject to **clause 11.2**, a Voting Member of the Club has the right:
- (i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
 - (ii) to submit items of business for consideration at a General Meeting;
 - (iii) to attend and be heard at General Meetings;
 - (iv) to vote at a General Meeting;
 - (v) to have access to the minutes of the General Meetings and other documents of the Club as provided under **clause 23**; and
 - (vi) subject to **clause 12.2**, to inspect the register of members.

8. CESSATION OF MEMBERSHIP

8.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death (if a natural person);
- (c) expiry of their membership under **clauses 6.8(a)** and **8.5**;
- (d) the termination of their membership according to this Constitution or the Policies; or
- (e) the Member no longer meeting the requirements for membership according to **clause 6**.

8.2 Resignation

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving 30 days' notice in writing to the Secretary of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

8.3 Expiration of Notice Period

Upon the expiration of a notice given under **clause 8.2**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

8.4 Resignation by failure to pay subscription

- (a) Subject to **clause 8.5**, a Member is taken to have resigned if:
- (i) the Member's annual subscription (if any) is outstanding more than one month after the due date determined by the Board in accordance with **clause 11.1(a)(iv)**; or
 - (ii) if no annual subscription is payable:
 - (A) the Board has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) the Member has not, within one month after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

8.5 Discontinuance for Failure to Renew

Membership of the Club (except Life Membership) is automatically discontinued if a Member (except a Life Member) has not reapplied for membership of the Club before the end of the Financial Year.

8.6 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Club or the Directors for damages or otherwise, or claim upon its property including the Intellectual Property.

9. DISCIPLINE OF MEMBERS

9.1 Establishing a Disciplinary Committee

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or the sport of Cycling, or another Member; or
- (c) brought themselves, another Member, the Club or the sport of Cycling into disrepute,

the Board may by resolution and in accordance with **clause 21**, establish a disciplinary committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**) and that Member will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

9.2 Provisional Suspension

- (a) Upon establishing a disciplinary committee in accordance with **clause 9.1** the Board may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the disciplinary committee makes a finding.
- (b) The disciplinary committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

9.3 Disciplinary Committee Members

The members of the disciplinary committee:

- (a) may be Members or anyone else; but
- (b) must not be biased against, or in favour of, the Member concerned.

9.4 Notice of Alleged Breach

- (a) Where a disciplinary committee is established, the Club shall serve on the Member not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:
 - (i) setting out the alleged breach of the Member and the grounds on which it is based;
 - (ii) stating that the Member may address the disciplinary committee at the Disciplinary Hearing;
 - (iii) stating the date, place and time of that Disciplinary Hearing;
 - (iv) informing the Member that he, she or it may do one or more of the following:
 - (A) attend that Disciplinary Hearing; and

- (B) give the disciplinary committee prior to or at that meeting a written statement regarding the alleged breach.

9.5 Determination of Disciplinary Committee

- (a) The disciplinary committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that:
 - (i) the Member has the opportunity to be heard and to call witnesses; and
 - (ii) due consideration is given to any written statement submitted by the Member or a witness,before determining whether the alleged breach occurred.
- (b) If the disciplinary committee determines there was a breach under **clause 9.1**, it will determine what penalty (if any) shall be given to the Member and give notice of this to the Board.
- (c) The penalties able to be given to the Member by the disciplinary committee include:
 - (i) expel a Member from the Club; or
 - (ii) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or
 - (iii) fine a Member; or
 - (iv) impose such other penalty, action or educative process as the disciplinary committee sees fit.

9.6 Appeal

- (a) Subject to **clause 9.6(b)**, an appeal tribunal may be appointed by the Board to hear and adjudicate on any appeal lodged by a Member against the decision of the disciplinary committee.
- (b) An appeal may only be lodged by a party directly affected by a decision and where such an appeal is based on the ground that new information or evidence can be presented that was not available at the time of the original decision being appealed against.

9.7 Appeal Tribunal

- (a) The Board will appoint an appeal tribunal to determine an appeal lodged in accordance with the provisions of **clause 9.6**. The composition of an appeal tribunal shall be:
 - (i) an individual with legal training or experience in dispute resolution; or
 - (ii) a panel of 2 or 3 persons deemed suitable by the Board including a chair with legal training or experience in dispute resolution.

- (b) A member of the appeal tribunal under **clauses 9.7(a)(i)** and **9.7(a)(ii)** must not have been a party to or directly interested in the decision under appeal or the original matter brought for determination.

9.8 Appeals Process

- (a) A request for an appeal against a decision of the disciplinary committee must be forwarded to the Secretary in writing within 14 days of the relevant party being given notice of the disciplinary committee decision. The Secretary will inform the Board without delay.
- (b) The lodgement of appeal must be accompanied by payment of an appeal fee as determined by the Board. The fee shall be fully refundable if the appeal is successful.
- (c) The Board shall determine whether the appeal falls within the grounds for appeal under **clause 9.6(b)**. If satisfied, an appeal tribunal will be appointed within 7 days of formal lodgement of the appeal.
- (d) The appeal tribunal will schedule a date and venue for a hearing as soon as possible and no later than 21 days after formal lodgement of the appeal.
- (e) The parties will be advised of the grounds for appeal and invited to lodge written submissions which must be received by the Secretary no later than 2 business days prior to the scheduled appeal hearing. The Secretary will ensure that all written submissions are distributed to all parties and the appeal tribunal in a timely manner prior to the hearing.
- (f) The appeal tribunal will consider the appeal in accordance with the principles of natural justice as broadly outlined in **clause 9.5**.
- (g) The appeal tribunal may adjourn a hearing to obtain further information or evidence.
- (h) At the conclusion of the hearing the appeal tribunal shall:
 - (i) uphold the appeal and rescind the original decision; or
 - (ii) dismiss the appeal; or
 - (iii) dismiss the appeal and review the penalty within the provisions of **clause 9.5(c)**.
- (i) The decision of the appeal tribunal shall be final.
- (j) The appeal tribunal must forward to the Secretary a written report outlining their determination of the matter.

9.9 Hearing by technology or in person

A Disciplinary Hearing and an appeal tribunal hearing may, at the discretion of the disciplinary committee chair or the appeal tribunal chair, be held in person or take

place by using any technology that allows the parties to clearly and simultaneously communicate with each other.

10. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 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, within 10 days, refer the dispute to the Dispute Settlement Centre of Victoria (or such other similar body in circumstances where the body named is no longer in existence) for resolution.
- (d) Where a Member has initiated a grievance under this **clause 10**, the Club must not take disciplinary action under **clause 9** against the Member initiating the grievance in relation to the matter which is subject of the grievance until the grievance procedure has been completed.
- (e) The Board may prescribe additional grievance procedures in Policies consistent with this **clause 10**.

11. FEES AND SUBSCRIPTIONS

11.1 Membership Fee

- (a) The Directors must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount (if any) of the annual subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Club the amounts determined under this **clause 11** in accordance with **clause 11.1(a)(iv)**.

11.2 Non-Payment of Fees

The right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 11** is in arrears greater than 90 days.

11.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) the Club will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 11.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

12. REGISTERS

12.1 Club to Keep Register

The Club shall keep and maintain a Register in accordance with the Act in which shall be entered (as a minimum):

- (a) the full name, one or more of the residential or postal or email address, category of membership, and date of entry of each Member including Life Members and (as applicable) the date on which they ceased to be a Member;
- (b) the full name, one or more of the residential or postal or email address and date of entry to office of each Director and (as applicable) the date on which each Director vacates office, person who is authorised to use the common seal of the Club and any person appointed to act as trustee on behalf of the Club; and
- (c) where applicable, the date of termination of membership of any Member.

Members, Directors and any person referenced in this **clause 12.1** shall provide notice of any change and required details to the Club within 28 days of such change.

12.2 Inspection of Register

- (a) Having regard to the Act and subject to this **clause 12**, the Register shall be available for inspection and copying by Members, upon reasonable request to the Board. A Member may also in writing request the Board provide the Member with a copy of the Register.

- (b) Where a Member wishes to copy, or wishes to receive a copy, of the Register, the Member must first provide to the Board a statutory declaration setting out the purpose for which the copy is required and declaring the purpose is connected with the affairs of the Club.
- (c) Subject to the Act, the Board may determine a reasonable charge for the cost of complying with a request under **clause 12.2(a)**.

12.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Board may use the Register to further the Objects, in such manner as the Board considers appropriate; and
- (b) a Member must only use or disclose information in the Register for a purpose that is directly connected with the affairs of the Club or that is related to the administration of the Act.

13. GENERAL MEETINGS

13.1 Annual General Meeting

AGMs of the Club are to be held:

- (i) On a date within five (5) months of the end of the Financial Year, according to the Act; and
 - (ii) at a date and venue determined by the Directors.
- (b) The chair of an AGM must allow a reasonable opportunity for the Members at the meeting to ask questions about, or make comments on, the management of the Club.
 - (c) The ordinary business of the annual General Meeting is as follows:
 - (i) to confirm the minutes of the previous annual General Meeting and of any special General Meeting held since then
 - (ii) to receive and consider
 - (A) the annual report of the Committee on the activities of the Club during the preceding Financial Year; and
 - (B) the financial statements of the Club for the preceding Financial Year submitted by the Committee in accordance with Part 7 of the Act; and
 - (iii) to elect the members of the Committee. The annual General Meeting may also conduct other business of which notice has been given in accordance with these Rules.

13.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) The Directors must on the requisition in writing of 20 per cent of the Voting Members convene a General Meeting. The request must include evidence of the membership status of the voting members.

13.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Club; and
 - (ii) in accordance with **clause 25** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the Secretary will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

13.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

13.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Act;
- (b) the Directors at the request of Members; or
- (c) a court.

13.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least seven (7) days prior to the date of the General Meeting.

13.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

13.8 Number of days for postponement of General Meeting

The number of days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of days' notice of that General Meeting required to be given by **clause 14.8**.

13.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

13.10 Proxy or attorney at postponed General Meeting

Where:

- (a) by the terms of an instrument appointing a proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Club in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

13.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

13.12 Right to appoint proxy

- (a) A Voting Member entitled to attend a General Meeting of the Club is entitled to appoint a person as their proxy to attend the meeting in their place provided a proxy form (in the form approved by the Board from time to time), has been duly completed and executed and is lodged with the Secretary at least 48 hours before the commencement of the meeting.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. For the proxy to be valid a Voting Member must instruct the proxy to vote either in favour of or against any proposed resolutions which must be set out in the proxy form.
- (c) The instrument appointing a proxy may provide for the chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (d) A proxy may be revoked by the appointing Member at any time by notice in writing to the Club.

14. PROCEEDINGS AT GENERAL MEETING

14.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum at a General Meeting is eight (8) Voting Members.

14.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

14.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

14.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

14.5 President to preside over General Meetings

- (a) The President is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no President, or the President is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) The Vice-President;
 - (ii) a Director or other person chosen by a majority of the Directors present;
 - (iii) the only Director present; or if no Director is present
 - (iv) a Voting Member chosen by a majority of the Voting Members present.

14.6 Conduct of General Meetings

- (a) The chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 14.6** is final.

14.7 Adjournment of General Meeting

- (a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

14.8 Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

14.9 Questions decided by majority

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

14.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. The chair does not have a discretionary casting vote.

14.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

14.12 Poll

- (a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 15**.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

14.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the chair, whose decision is final.

- (b) A vote not disallowed under the objection is valid for all purposes.

14.14 President to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

14.15 Electronic or postal voting

- (a) Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.
- (b) Postal voting is not permitted.

14.16 Minutes

- (a) The Board must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
 - (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
 - (i) the financial statements submitted to the Members in accordance with the Act; and
 - (ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

15. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.
- (b) No Member other than the Voting Members shall be entitled to vote at General Meetings.

16. DIRECTORS

16.1 Number of Directors

The Board shall consist of:

- (i) At least seven (7) Elected Directors elected under **clause 16.9**; and

- (ii) up to three (3) Appointed Directors appointed in accordance with **clause 16.12**.

16.2 Portfolios

The Board may allocate portfolios to Directors.

16.3 Qualifications

The Directors may determine position or role descriptions or necessary qualifications for Director positions.

16.4 Transitional Arrangements

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out at **clause 30** shall apply from the date of adoption of this Constitution.
- (b) Should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of **clause 16.7**.

16.5 Nomination for election

- (a) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Secretary will request from Members nominations (which comply with this **clause 16.5**) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.
- (b) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
 - (i) be in the form required by the Directors; and
 - (ii) signed by the nominator and nominee.

16.6 Election of Directors

Elections for Elected Director positions shall be by a 'first past the post' ballot in accordance with this **clause 16.6** at the relevant General Meeting on papers prepared by the Secretary as follows:

- (a) where the number of nominations received for Elected Director positions is equal to or less than the number of Elected Director positions to be filled, then those nominated shall be deemed elected;

- (b) if there are insufficient nominations received to fill all vacancies for Elected Director positions, the remaining positions will be deemed casual vacancies under **clauses 16.11** and **16.15**; and
- (c) in all other cases, a ballot will be conducted for the Elected Director positions to be filled, with the eligible nominee who receives the highest number of votes to be elected to fill that Elected Director position.

Subject to this Constitution, the voting shall be conducted in such manner as may be determined by the Board from time to time.

16.7 Term of office of Directors generally

- (a) Subject to **clauses 16.9, 16.10** and **16.11**, an Elected Director will hold office for a term of two years.
- (b) Over each two-year period:
 - (i) three Elected Directors shall be elected in the first year; and
 - (ii) four Elected Directors shall be elected in the second year,
- (c) For the purposes of **clause 16.7(b)**, those Elected Directors to retire shall be determined by who has been in office the longest. If the Board cannot agree, retirements will be determined by lot.

16.8 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 16.10**, is eligible for re-election.

16.9 Elected Director elected at General Meeting

- (a) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 16.6** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 16.9(c)** and **16.10**, an Elected Director elected under this **clause 16.9** takes office at the end of the meeting at which they are elected for a period of two years.
- (c) An Elected Director elected under **clause 16.9(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

16.10 Maximum consecutive years in office for Directors

- (a) A Director must not serve more than five consecutive terms as a Director, including where one or more of the terms is as an Appointed Director. For the avoidance of doubt, service for any part of a term shall be deemed a full term for the purposes of this **clause 16.10(a)**.
- (b) A Director who has served the maximum number of terms in accordance with **clause 16.10(a)** shall not be eligible to be a Director for two years following the completion of their maximum term.

16.11 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 16.15**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 16.11(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

16.12 Appointed Directors

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to three persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "**Appointed Directors**". Appointed Directors should have extensive experience and/or nationally recognised qualifications or expertise in the required area.
- (b) Subject to **clauses 16.10**, an Appointed Director holds office for a term determined by the Directors not to exceed two years and the appointment will be on such other terms as the Directors determine.
- (c) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 16.15**) in the rank of the Appointed Directors on whatever terms the Directors decide.
- (d) An Appointed Director may be removed from the Board following a majority vote of the Elected Directors.

16.13 Remuneration of Directors

Subject to **clause 16.14**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Club for services rendered to it other than as a Director; and
- (b) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when:
 - (i) travelling to or from meetings of the Directors, a Committee or the Club;
or
 - (ii) otherwise engaged in the affairs of the Club.

16.14 Honorarium

The Club may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

16.15 Vacation of office

The office of a Director becomes vacant when the Act says it does and also if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Club;
- (e) is not present at three consecutive Directors' meetings without leave of absence from the Directors;
- (f) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of the interest;
- (g) after reasonable consideration by the Board it determines the Director:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club and/or Cycling; or
 - (ii) has brought himself or herself, the Club or Cycling into disrepute, provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (h) is removed by Special Resolution
- (i) fails to meet the requirements of **18.7 (i)**; or
- (j) would otherwise be prohibited from being a director of a corporation under the Corporations Act.

16.16 Return of documents, records and property

- (a) As soon as is practicable after a person ceases to be a Director, the person (or their representative) must deliver to the President all documents and records connected with the affairs of the Club or, in the case of relevant Club documents or records that are stored on a computer, a copy of all such documents and records.
- (b) As soon as is practicable after a person ceases to be a Director, the person (or their representative) must deliver to the President all financial instruments such as credit cards and any club-owned property in their possession.

- (c) A person who ceases to be a Director must submit any claim for reimbursement for club-related activities under Clause 16.13 within 30 days of ceasing to be a Director.
- (d) A person who ceases to be a Director must repay any sums they owe to the club within 30 days of ceasing to be a Director.

16.17 Alternate Director

A Director cannot appoint an alternate.

17. POWERS AND DUTIES OF DIRECTORS

17.1 Directors to manage the Club

The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in General Meeting.

17.2 Specific powers of Directors

Without limiting **clause 17.1**, the Directors may exercise all the Club's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Club or of any other person.

17.3 Time, etc

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

17.4 Appointment of attorney

The Directors may appoint any person to be the Club's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

17.5 Provisions in power of attorney

A power of attorney granted under **clause 17.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

17.6 Delegation of powers

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to any employee of the Club or any other person as they think fit.

- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

17.7 Code of Conduct

The Directors may:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct considering the general principles of good corporate governance.

17.8 Representative of Club

- (a) The Board shall appoint one representative to attend general meetings of AusCycling and exercise the powers of the Club as a member of AusCycling (including casting a vote at the meeting). The Board may appoint more than one representative but only one representative may exercise the members powers at any one time.
- (b) The Club's representative(s) must:
 - (i) be an Individual Member at least 18 years of age or older;
 - (ii) be a current financial Member of the Club;
 - (iii) be empowered by the Board to make decisions and vote in proceedings at meetings of AusCycling on the Club's behalf; and
 - (iv) not be a proxy representative for more than one other member club of AusCycling.
- (c) The Board shall annually notify AusCycling of the details of the representative. The Club shall advise AusCycling within seven (7) days of any change to its nominated representative.

18. PROCEEDINGS OF DIRECTORS

18.1 Directors meetings

- (a) Subject to **clause 18.1(b)**, the Directors may meet for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six times in each calendar year.

18.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

18.3 No casting vote

The chair of the meeting will not have a casting vote.

18.4 Quorum

Four (4) Directors present in person or online constitutes a quorum.

18.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

18.6 Convening meetings

- (a) A Director may, and the Secretary on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, email or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Club in person or by post or by telephone, email or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

18.7 Election of President and office bearers

- (a) The Directors must at the first Directors' meeting after the AGM annually elect one of their number to be the President by a majority vote.
- (b) The Director elected to be President under **clause 18.7(a)** will, subject to remaining a Director, remain President for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.
- (c) Despite **clause 18.7(b)**, if:
 - (i) there is no person elected as President; or
 - (ii) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the President is unwilling to act,
the Vice-President, if one has been elected, will serve as Chair of the meeting. If the Vice-President is also absent, Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as President may be re-elected as President in following years, so long as he or she remains a Director.
- (e) Board roles will be determined by a majority vote at the first regular Board meeting following an AGM.
- (f) They should include, but are not limited to:
 - (i) President: see **18.7(a-d)**
 - (ii) Vice President
 - (iii) Secretary (see **clause 20**)
 - (iv) Treasurer
- (g) Further specific Director roles may be determined by agreement according to the requirements of the Board.
- (h) As soon as practicable after being elected or appointed to the Board, each Director must:
 - (i) become familiar with this Constitution and the Act
 - (ii) obtain and maintain a valid Victorian Working with Children Check (listing St Kilda Cycling Club and AusCycling)
 - (iii) acknowledge and accept the AusCycling Code of Conduct in a written and signed attestation provided to the Board Secretary.

- (i) A Director who does not fulfil 18.7 (h) within 90 days of the AGM will be required to vacate their position under **16.15**.

18.8 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 18.8(a)** and is taken to be signed when received by the Club in legible form.
- (c) The resolution is passed when the last required Director signs.

18.9 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

18.10 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Secretary shall maintain a register of declared interests.

18.11 Minutes

- (a) The Directors must cause minutes of meetings to be made and kept according to the Act.
- (b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

19. VIRTUAL MEETINGS OF THE CLUB

19.1 Virtual Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 19**.

19.2 Conduct of Virtual Meeting

The following provisions apply to a Virtual Meeting of the Club:

- (a) all persons participating in the meeting must be linked by technology, telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting the Secretary (or other person determined by the Board) must identify and confirm the presence of each person taking part in the meeting;
- (d) a person may not leave a Virtual Meeting by disconnecting from the technology, telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

20. SECRETARY

20.1 Appointment of Secretary

There must be a Secretary who is to be appointed by the Directors under the Act.

20.2 Suspension and removal of Secretary

In addition to the manner in which the office of secretary becomes vacant under the Act, the Directors may suspend or remove the Secretary from that office.

20.3 Powers, duties and authorities of Secretary

The Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Act and the Directors.

21. COMMITTEES

21.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

21.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

21.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

22. POLICIES

22.1 Making and amending Policies

- (a) The Directors may from time to time make policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clause 22.1(a)** take effect 7 days after the service of the Policy on the Member and shall be of force and effect on that date.

22.2 Effect of Policies

A Policy:

- (a) is subject to this Constitution;

- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

23. KEEPING AND INSPECTING RECORDS

23.1 Records

- (a) The Board shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board meeting or General Meeting.
- (b) The Directors will cause the Club records to be kept for a period of seven years from their creation.

23.2 Inspection of Records

- (a) Members may on request inspect free of charge:
 - (i) the minutes of general meetings (including financial statements submitted at a general meeting); and
 - (ii) subject to **clause 23.2(b)**, the financial records, books, securities, this Constitution and any other relevant document of the Club.
- (b) The Board may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club.
- (c) The Board must on request make copies of this Constitution available to Members and applicants for membership free of charge as soon as practicable after the request is made.
- (d) Subject to **clause 23.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.

- (e) For the purposes of this clause:

relevant documents mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:

- (i) its financial statements;
- (ii) its financial records;
- (iii) this Constitution; and
- (iv) records and documents relating to transactions, dealings, business or property of the Club.

24. ACCOUNTS

24.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will submit to the Annual General Meeting, and distribute copies of financial statements, as required by the Act.

24.2 Transactions

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, in such manner as the Directors determine from time to time.

24.3 Auditor

If required by the Act or resolution of the Directors, a properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

25. SERVICE OF DOCUMENTS

25.1 Document includes notice

In this **clause 25**, document includes a notice.

25.2 Methods of service on a Member

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to an email or other electronic address nominated by the Member.

25.3 Methods of service on the Club

A Member may give a document to the Club:

- (a) by delivering it to the nominated address;
- (b) by sending it by post to the nominated address; or
- (c) by sending it to an email or other electronic address nominated by the Club.

25.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

25.5 Email or electronic transmission

If a document is sent by email or electronic transmission, delivery of the document is taken to:

- (a) be affected by properly addressing and transmitting the email or electronic transmission; and
- (b) have been delivered on the business day following its transmission.

26. INDEMNITY

26.1 Indemnity of officers

- (a) This **clause 26** applies to every person who is or has been:
 - (i) a Director or Secretary of the Club; and
 - (ii) to any other officers, employees, former officers or former employees of the Club or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 26**.

- (b) The Club will indemnify each Indemnified Officer out of the property of the Club against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Club or of a related body corporate of the Club; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Club or of a related body corporate of the Club,unless:
 - (iii) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (iv) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

26.2 Insurance

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Club or of a related body corporate of the Club including a liability for legal costs, unless:

- (a) the Club is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Club paid the premium, be made void by statute.

26.3 Deed

The Club may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 26.1** on the terms the Directors think fit (as long as they are consistent with **clause 26**).

27. WINDING UP

27.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Club's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves, and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Club's property if the Club is wound up.

27.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred:
 - (i) to another body or bodies:
 - (A) having objects similar to those of the Club; and
 - (B) whose constitution prohibits (or each of whose constitutions 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 under this Constitution; or

- (ii) otherwise in accordance with the Act.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

28. SOURCE OF FUNDS

The funds of the Club may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine.

29. COMMON SEAL

- (a) If the Club has a common seal it shall:
 - (i) be kept in the custody of the Secretary; and
 - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors.
- (b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

30. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this **clause 30** shall apply from the date of adoption of this Constitution.
- (b) Any consecutive years served by each Director immediately prior to approval of this Constitution under the Act do not count towards the maximum consecutive terms under **clause 16.10** after the adoption of this Constitution.
- (c) All by-laws, regulations and policies of the Club in force at the date of the approval of this Constitution insofar as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Policies under this **clause 30**.