CONSTITUTION

of

THE AUSTRALIAN NATIONAL UNIVERSITY SPORT AND RECREATION ASSOCIATION INCORPORATED

2025

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PART I: ANU SPORT AND RECREATION ASSOCIATION CONSTITUTION

1. INTRODUCTION

1.1. The name of the Association is "The Australian National University Sport and Recreation Association Incorporated" (ABN 97 944 298 310) ("the **Association**").

1.2. This Constitution:

a) replaces the model rules, in accordance with the Act;

b) has effect from the time at which it is approved by special resolution at a meeting of Members and lodged with the registrar-general under section 33(2) of the Act; and

c) can only be amended by special resolution at a meeting of Members.

2. INTERPRETATION

Definitions

2.1. In this Constitution, unless the contrary intention appears:

"**Act**" means the Associations Incorporation Act 1991 (ACT).

"**Appointed Member**" means a person admitted to membership of the Association under clause 5.4.

"**Associate**" means someone who is not eligible for admission under the Student category but, in the opinion and at the discretion of the Board, would be a suitable Member of the Association, including but not limited to: alumni of the University; current student or graduate of a registered higher education provider listed on the tertiary Education Quality and Standards Agency's National Register or any successor body recognised by the University; staff of the University or other organisations whose place of employment is at the University campus; and Club and / or Residential College Coaches, Managers, Officials and Administrators.

"**Association**" means The Australian National University Sport and Recreation Association Incorporated ABN 97 944 298.

"**Board**" means the Board of the Association. For the purposes of the Act, the Board is the committee of the Association, and the directors are the committee members.

"**Chief Executive Officer**" means the Chief Executive Officer employed by the Association.

"**Club**" means a club affiliated with the Association on the terms required by the Association and listed on the register of affiliated Clubs maintained by the Association.

"**decision-maker**", for the purposes of:

(a) **clauses 11** and **12 —** means a person, or committee of up to 3 persons, appointed by the Board to make a decision on a dispute or disciplinary action; and

(b) **clause 13 —** means a person, or committee of up to 3 persons, appointed by the Board to make a decision on an appeal process.

"**financial year**" means the period 1 January to 31 December.

"**fitness centre**" means the fitness centre, gym, and group fitness programs managed by the Association.

"**Life Member**" means a person admitted as a Life Member of the Association:

(a) under **clause 5.5**; or

(b) before the coming into operation of this Constitution.

"**Member**" means a person admitted to membership of the Association under **clause 6.1** and who has not ceased to be a Member under **clause 9**. A reference to Members in this Constitution is to all categories of Members under **clause 5**.

"**Objects**" has the meaning given to it in **clause 3**.

"**other documents**" means a copy of this Constitution, and a copy of the deeds of any trust relevant to the Association.

"**participant**" means a person who has completed the application process and paid relevant fees to the relevant Club, Association Fitness Centre, or Program.

"Program" means a program run or facilitated by the Association, as determined by the Board from time to time.

"records" means a summary of the minutes of a Board meeting, with information that is confidential, sensitive or personal information redacted.

"**records of accounts**" means a copy of the annual audited accounts of the Association.

"**register**" means the register of Members of the Association.

"**regulations**" means regulations made by the Sport Board pursuant to **clause 14.1.b)** and as updated from time to time.

"Residential College" means a residential organisation on campus as agreed between the University and the Association.

"**special resolution**", of a meeting of Members, means a resolution:

(a) in relation to which notice has been given in accordance with **clause 27.3**; and

(b) that is passed in accordance with **clause 33.3.b)**.

"**Student**" means a person enrolled and meets the definition of a student at the Australian National University.

"**University**" means the Australian National University governed by the *Australian National University Act 1991*.

"**University community**" includes:

(a) Students and alumni;
(b) participants of Clubs, the Association's Fitness Centre and Programs;
(c) Life Members;
(d) staff of the Association and University; and
(e) members of the broader Canberra community who interact with the University.

Interpretation

2.2. The provisions of the Legislation Act 2001 (ACT) (or its substitute) apply to and in respect of this Constitution in the same manner as those provisions would apply if this Constitution were an instrument made under that Act.

2.3. If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

3. OBJECTS

3.1. The objects of the Association are to:

a) further the interests of sport, physical recreation and wellbeing among the University community;
b) provide sporting and recreation facilities for the University community; and
c) organise and facilitate sporting and recreational activities for the University community.

4. POWERS OF THE ASSOCIATION

4.1. Subject to the legal capacity and powers afforded by the Act, the Association has power to do all things incidental or conducive to further the Objects.

4.2. Without limiting the generality of clause 4.1, the Association may:

a) acquire, hold and dispose of real or personal property;
b) open and operate accounts with financial institutions;

c) deal with and invest its property and money;

d) raise and borrow money on any terms and in any manner as it thinks fit (including by accepting donations or sponsorship);

e) secure the repayment of money raised or borrowed, or the payment of a debt or liability;

f) appoint agents to transact business on its behalf;

g) enter into any other contract it considers necessary or desirable;

h) affiliate and disaffiliate a Club, and where necessary place under review or probation;

i) make loans and grants of money and equipment to Clubs;

j) employ staff and appoint a salaried Chief Executive Officer whose functions are to be in accordance with this Constitution and any negotiated terms of employment;

k) confer on any person whom it considers has performed meritorious service to the Association such honours and privileges as it thinks appropriate; and

l) take such other action as it thinks necessary in the interest of sport, physical recreation and wellbeing related pursuits within the University and the community.

PART II: MEMBERSHIP OF AND AFFILIATION TO THE ASSOCIATION

5. MEMBERSHIP – INDIVIDUALS

5.1. The Members of the Association shall consist of:

a) Student Members;

b) Associate Members;

c) Appointed Members;

d) Life Members; and

e) Any other category of Member as established by the Board from time to time.

Student Members

5.2. A person is eligible to apply to be a Student Member if they meet the definition of a Student and are a participant in any of the following:

a) a Club;

b) the Associations Fitness Centre; or

c) a Program.

Associate Members

5.3. A person is eligible to apply to be an Associate Member if they meet the definition of an Associate and are a participant in any of the following:

a) a Club;

b) the Associations Fitness Centre; or

c) a Program.

Appointed Member

5.4. A person is eligible to be admitted as an Appointed Member if they are not a Member in any other capacity and are appointed by:

a) the Board in accordance with clause 17.2; or

b) the University in accordance with clause 17.5.

Life Member

5.5. A person who has rendered distinguished service to the Association may, by special resolution at a meeting of Members, be appointed as a Life Member of the Association.

5.6. The Board must endorse that the person be appointed or make a recommendation the nomination be rejected at least 14 days prior to the annual general meeting.

6. ADMISSION TO MEMBERSHIP

6.1. A person (the '**applicant'**) may apply to be a Member by:

a) Submitting to the Association a written application in a form approved by the Board including:

i. a declaration of their eligibility to be a Member;

ii. the applicants name and contact details; and

iii. a declaration that the applicant supports the Associations Constitution, Objects, terms and conditions, policy and procedures and agrees to comply with the Act.

b) Paying the Association the relevant membership fees or other levies.

Approval or rejection of application for membership

6.2. As soon as practicable after receiving an application for membership, the Board must decide whether to approve or reject the application.

6.3. In considering an application for membership, the Board may request further evidence of the applicant's eligibility to be a Member.

6.4. The Board may reject an application for membership if:

a) the applicant does not meet the eligibility criteria in clause 5;

b) the application does not comply with the requirements in clause 6.1; or

c) not satisfied that the applicant will abide by the Associations Constitution, Objects, terms and conditions, policy and procedures, and agree to comply with the Act.

6.5. If the Board:

a) approves an application, the applicant is admitted as a Member; or

b) rejects an application, the Board must, as soon as practicable after making its decision, provide a written explanation of why the application has been rejected to the applicant. The Board's decision is final and is not subject to the dispute resolution procedure under clause 11 or the appeal process under clause 13.

6.6. The Board will be deemed to have provisionally approved an application, entitling full membership and participation rights, if the applicant meets the eligibility criteria to be a Member in clause 5, has paid the relevant membership fees or other levies under clause 7, and the Board has not advised the applicant within 6 weeks of application that their application has been rejected.

Register of Members

6.7. The Association will keep and maintain a register of Members, as required under the Act.

Renewal of membership

6.8. A Member whose membership term is about to end under clause 8, or has ended under clause 9, must re-apply for membership in accordance with clause 6.1 should they wish to renew their membership.

6.9. If the application for renewal is received before the expiry date of the existing membership, it is accepted there is no break in the membership term. Rejection of the new membership must be completed through the dispute resolution or disciplinary process as outlined in this constitution.

6.10. If the application for renewal is received after the expiry date of the existing membership, it is deemed that the current membership has lapsed and the membership is considered a new application. Rejection of the new membership may be conducted under clause 6.4 and 6.5.b).

7. MEMBERSHIP FEES

7.1. Members must pay the membership fees and any other levies, by the due date, as determined by the Board in its discretion from time to time. For clarity, the amount of the fees or levies determined by the Board may differ between:

a) each category of Members;

b) each Program; or

c) any other classification as determined by the Board.

7.2. Any Member that has not paid all monies due and payable to the Association will have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until the monies are fully paid or earlier at the Board's discretion.

8. EFFECT OF MEMBERSHIP

8.1. Subject to clause 9, the term of the person's membership is set out below:

a) Student and Associate Members — the period from the date of becoming a Member for a period of 12 months or the Member ceases to meet the eligibility requirements under clause 5;

b) Appointed Member –

i. for Board Appointed Members the period from the date of their appointment by the Board until the conclusion of the next annual general meeting;

ii. for the University Appointed Members the period from the date of their appointment by the University until the University gives the Association a properly authorised written notice stating that it no longer wishes that person to be its Appointed Member.

Membership rights

8.2. Each Member of the Association is eligible to attend, speak and is entitled to 1 vote on each question arising at a meeting of Members or in any election of the Association, and may vote:

a) personally; or

b) if an authorised proxy has been accepted by the Board under clause 33.6 – by proxy.

8.3. The right, privilege or obligation which a person has by reason of being a Member:

a) is not capable of being transferred or transmitted to another person; and

b) terminates upon cessation of the person's Membership.

8.4. Members acknowledge and agree that:

a) this Constitution constitutes a contract between each Member and the Association and that they are bound by this Constitution and the regulations, policies and procedures of the Association;

b) they shall comply with and observe this Constitution and the regulations, policies and procedures of the Association, and any determination which may be made or passed by the Board or other entity with delegated authority;

c) the Constitution and the regulations, policies and procedures of the Association are necessary and reasonable for promoting the Objects;

d) neither membership of the Association nor this Constitution gives rise to:

i. any proprietary right of Members in, to or over the Association or its property or assets; or

ii. any automatic right of a Member to renewal of their membership of the Association; and

e) membership renewal is not automatic. Clause 6.8 applies to re-applications for membership.

9. CESSATION OF MEMBERSHIP

9.1. A person ceases to be a member of the Association if:

a) the term of the person's membership ends under clause 8.1; or

b) the person:

i. resigns from Membership by giving written notice to the Association;

ii. is expelled or excluded from:

i. the Association, including the Fitness Centre or a Program;

ii. a Club, including if the person's membership of the Club is cancelled; or

iii. the University or a Residential College;

iii. dies or is not physically or mentally fit to exercise the functions of membership; or

iv. is convicted of an indictable offence.

9.2. The Board may, in its discretion, suspend a person's membership of the Association if the person has been suspended from a Club, a Residential College or the University for the length of their existing membership or a period determined by the Board considering the circumstances of the suspension.

9.3. Where a person ceases to be a Member, the Chief Executive Officer shall remove information about the person from the register of Members as soon as practicable.

10. LIABILITY OF MEMBERS AND CLUBS

10.1. The liability of a Member to contribute towards the payment of the debts and liabilities of the Association or the costs, changes and expenses of the dissolution of the Association is limited to the amount, if any, unpaid by the Member in respect of annual Membership fees and all outstanding monies (if any) payable by them to the Association.

10.2. A person who has ceased to be a Member, notwithstanding that they have ceased to be a Member:

a) is liable to pay to the Association all monies payable by them up to the date on which they ceased to be a Member; and

b) has no claim upon the property of the Association.

11. DISPUTE RESOLUTION PROCEDURE

Parties to a dispute

11.1. This clause 11 sets out the dispute resolution procedure for dealing with a dispute under the Act or the Association's Constitution between:

a) a Member and another Member;

b) a Member and an employee of the Association; or

c) a Member and the Board.

Resolving dispute by agreement

11.2. The parties to a dispute must attempt to resolve the dispute by agreement between themselves.

11.3. A party to the dispute may ask the Association to help the parties resolve the dispute by agreement if the parties are unable to resolve the dispute between themselves.

Starting the dispute resolution process

11.4. If the parties to a dispute do not resolve the dispute by agreement under clause 11.2 or 11.3, any party to the dispute may start the dispute resolution procedure by giving written notice to the Association[1]. The notice must:

a) include the names and contact details of the parties to the dispute; and

b) give a brief summary of the matters in dispute (a ***dispute summary***) including the relevant provisions of the Act and the Association's Constitution; and

c) briefly state the steps the parties have taken to resolve the dispute.

Appointing a decision-maker

11.5. As soon as practicable after receiving a notice under clause 11.4, the Board must appoint a decision-maker to decide the outcome of the dispute and give the decision-maker a copy of the notice.

11.6. The Board must ensure that the decision-maker appointed under clause 11.5:

a) is capable of making an unbiased decision on the outcome of the dispute; and

b) has, or can quickly acquire, knowledge of the following:

i. the Act;

ii. the Association's Constitution;

iii. the Association's Objects;

iv. the management and operation of the Association.

11.7. As soon as practicable after the decision-maker is appointed under clause 11.5, the Board must give written notice to each party to the dispute (other than the Board) that the dispute resolution procedure has started. The notice must include:

a) a copy of the dispute summary;

b) the name(s) of the decision-maker; and

c) information about the dispute resolution procedure.

Opportunity to be heard

11.8. Before deciding the outcome of a dispute, the decision-maker must invite each party to make a written or oral submission (or both) about the dispute. The invitation must state:

a) if the decision-maker invites the parties to make a written submission—a period of not less than 14 days (the **submission period**) in which a party may make a written submission; and

b) if the decision-maker invites the parties to make oral submissions—the day and time (within the submission period) when a party may make an oral submission.

11.9. The decision-maker may also attempt to resolve the dispute with the agreement of the parties to the dispute.

[1] Note A member who is the subject of a disciplinary procedure must not start a dispute resolution procedure in relation to the same matter until the disciplinary procedure (including any appeal) is complete (see Act, s 65C (4))

Outcome of dispute resolution procedure

11.10. As soon as practicable after the submission period has ended, the decision-maker must:

a) consider any submissions received during the submission period;

b) decide the outcome of the dispute (the **dispute decision**); and

c) give the parties to the dispute a written notice including:

i. the dispute decision;

ii. the reasons for the decision; and

iii. that a party to the dispute or the Board may appeal the dispute decision under clause 13.1; and

11.11. if the Board is not a party to the dispute—give the Board a copy of the notice mentioned in paragraph 11.10.c).

Ending dispute by agreement

11.12. The parties to a dispute may agree to end the dispute at any time before the decision-maker decides the outcome of the dispute.

11.13. If the parties agree to end the dispute, they must give written notice stating the terms of the agreement to:

a) if the Board is not a party to the dispute—the Board; and

b) if a decision-maker has been appointed for the dispute—the decision-maker.

11.14. The notice must state:

a) that the parties have agreed to end the dispute; and

b) the terms of the agreement.

12. DISCIPLINARY ACTION PROCEDURE

12.1. In this clause 12, disciplinary action against a Member includes any of the following:

a) issuing a reprimand to the Member;

b) directing the Member to do or cease doing anything that has given rise to a ground for disciplinary action;

c) suspending the Member's entitlement to exercise some or all of the Member's rights and privileges as a Member for a stated period;

d) cancelling the Member's membership and disqualifying the Member from applying for membership for a stated period;

e) any other action the decision-maker considers appropriate.

Ground for disciplinary action

12.2. Each of the following acts or omissions by a Member is a ground for disciplinary action against that Member:

a) failure to comply with the Act or this Constitution;
b) failure to comply with policies or procedures of the Association, or applicable policies or procedures of the University;
c) falsification of details in a membership application or Board nomination;
d) engaging in conduct prejudicial to the interests of the Association.

Starting the disciplinary action procedure – appointing a decision-maker

12.3. If the Board is satisfied that grounds for disciplinary action exists in relation to a Member, the Board may commence the disciplinary action procedure by appointing a decision-maker and give the decision-maker the following information in writing:
a) the name and contact details of the Member who is the subject of the proposed disciplinary action;
b) details about the proposed disciplinary action;
c) the grounds for the proposed disciplinary action.

12.4. The Board must ensure that the decision-maker appointed under clause 12.3:
a) is capable of making an unbiased disciplinary action decision; and
b) has, or can quickly acquire, knowledge of the following:
i. the Act;
ii. the Association's Constitution;
iii. the Association's Objects;
iv. the management and operation of the Association.

12.5. As soon as practicable after the decision-maker is appointed under clause 12.3, the Board must give the Member written notice that the disciplinary action procedure has started. The notice must include:
a) details about the proposed disciplinary action;
b) the grounds for the proposed disciplinary action;
c) the name of the decision-maker; and
d) information about the disciplinary action procedure.

Interim suspension – for safety of persons or property

12.6. The Board may suspend the Member's entitlement to exercise some or all of the Member's rights and privileges for the period of the disciplinary action procedure if the Board considers it is reasonable to do so to protect the safety of any persons or property. If the Board makes this determination, this must be included in the written notice given under clause 12.5.

Opportunity to be heard

12.7. Before deciding whether to take the proposed disciplinary action, the decision-maker must invite the Member to make a written or oral submission (or both) about:

a) the proposed disciplinary action; and

b) the grounds for the proposed disciplinary action.

12.8. The invitation must state:

a) if the decision-maker invites the Member to make a written submission— a period of not less than 14 days (the ***submission period***) in which the Member may make a written submission; and

b) if the decision-maker invites the Member to make oral submissions—the date, place and time (within the submission period) when the Member may make an oral submission.

Outcome of disciplinary action procedure

12.9. As soon as practicable after the submission period has ended, the decision-maker must:

a) consider any submissions received during the submission period;

b) decide whether to take the proposed disciplinary action, another disciplinary action, or no disciplinary action against the Member (the **disciplinary action decision**); and

c) give the Member and the Board written notice stating:

i. the disciplinary action decision;

ii. the reasons for the disciplinary action decision;

iii. if the decision-maker decides to take disciplinary action—the day the disciplinary action takes effect; and

iv. that the Member or the Board may appeal the disciplinary action decision under clause 13.1.

Ending disciplinary action procedure

12.10. The Board may decide to stop the disciplinary action procedure against a Member at any time before the decision-maker makes a disciplinary action decision. If the Board decides to stop the disciplinary action procedure, the Board must give written notice to the Member and the decision-maker.

13. APPEAL PROCESS

Eligibility

13.1. The following may appeal a decision:

a) in the case of a dispute decision—a party to the dispute or the Board;

b) in the case of a disciplinary action decision—the person subject to the disciplinary action decision or the Board.

Grounds for appeal

13.2. A party who is eligible to appeal under clause 13.1 may only appeal that decision on one or more of the following grounds:

a) that a denial of procedural fairness has occurred;

b) that the initial decision is unjust or unreasonable.

Starting the appeal process

13.3. A party wanting to appeal a decision must, within 7 business days (the Association may accept an appeal after 7 days in extenuating circumstances) after the decision was communicated to them, give to the Association:

a) written notice (the '**appeal notice**') setting out:

i. their intention and eligibility to appeal under clause 13.1; and

ii. the grounds for their appeal under clause 13.2; and

b) a $50 appeal fee (fully refunded if the appeal has sufficient grounds).

13.4. The right of appeal lapses if the written notice of appeal or the appeal fee is not received by the Association within the time specified in clause 13.3.

13.5. As soon as practicable after receiving a notice under clause 13.3, the Association must decide whether there are sufficient grounds for the appeal to proceed.

13.6. The Association may request further information from the party making the appeal or any other person to make an informed decision.

13.7. If the Association decides that the party making the appeal has not shown sufficient grounds for an appeal in accordance with clause 13.2, then:

a) the Association must notify the party making the appeal in writing, including reasons for the decision; and

b) the appeal will be rejected and the appeal fee will be forfeited.

13.8. A decision of the Association under clause 13.7 is final and is not subject to appeal.

Appointing a decision-maker

13.9. If the Association decides there are sufficient ground for appeal, the Association must:

a) appoint a decision-maker different to the original decision-maker to consider the appeal;

b) provide a copy of the appeal notice to the decision-maker; and

c) return the appeal fee to the party making the appeal.

13.10. As soon as practicable after a decision-maker is appointed under clause 13.9, the Association must give written notice to the parties to the appeal that the appeal process has started. The notice must include:

a) a copy of the appeal notice;

b) the name(s) of the decision-maker; and

c) information about the appeal process.

Opportunity to be heard

13.11. Before deciding the appeal, the decision-maker must invite the parties to the appeal to make a written or oral submission (or both). The invitation must state:

a) if the decision-maker invites the parties to make a written submission — a period of not less than 14 days (the **submission period**) in which a party may make a written submission; and

b) if the decision-maker invites the parties to make oral submissions — the day and time (within the submission period or as agreed with the decision-maker) when a party may make an oral submission.

Outcome of appeal process

13.12. As soon as practicable after the submission period has ended, the decision-maker must:

a) consider any submissions received during the submission period;

b) decide the appeal by:

i. confirming the decision on appeal; or

ii. setting aside the decision on appeal and remaking the decision;

c) give the parties to the appeal a written notice including:

i. the appeal decision;

ii. the reasons for the decision; and

d) if the Board is not a party to the appeal—give the Board a copy of the notice mentioned in paragraph (c).

13.13. The outcome of the appeal process is final and is not subject to appeal.

Withdrawing an appeal

13.14. A person appealing a decision may, at any time before the appeal is decided, withdraw the appeal by giving written notice to the Association.

PART III: BOARD AND CEO

14. ROLE OF THE BOARD

14.1. The Board, subject to the Act, this Constitution, or any regulations:

a) controls the affairs of the Association;

b) may make, approve, adopt, interpret and amend, from time to time, such regulations consistent with this Constitution as for the proper advancement, management and administration of the Association;

c) may exercise all functions that may be exercised by the Association other than those functions that are required by this Constitution to be exercised by the Association in a meeting of Members;

d) has power to delegate to Committees and individuals subject to clause 25; and

e) has power to perform all acts and do all things that appear to the Board to be necessary or desirable for the proper management of the affairs of the Association.

15. BOARD COMPOSITION

15.1. The Association's Board shall consist of the following positions, being in total no less than 6 and no more than 10:

a) 6 positions for elected Board members;

b) up to 3 positions to be appointed by the Board in its discretion;

c) 1 position to be appointed by the University in its discretion;

15.2. A person is not eligible to simultaneously hold more than 1 position on the Board

Election of President by the Board

15.3. At the first meeting of the Board following the annual general meeting, the Board directors will elect from among them a President for the period until the next annual general meeting.

16. ELECTION AND APPOINTMENT TO THE BOARD

16.1. A person may nominate for election to the Board if the person meets all of the following criteria:

a) is an individual and at least 18 years old;

b) is a Member of the Association;

c) is not an employee of the Association, unless the person is also a Student;

d) has not been the CEO of the Association in the past 2 years; and

e) is not otherwise ineligible or disqualified from holding office under the Act.

Representation quota for elected directors

16.2. A person is not eligible for election to the Board if that would result in the Board (including current elected directors) comprising more than 3 directors who:

a) are a resident or member of the same Residential Colleges;

b) are a participant of the same Club; or

c) holds a leadership position in the same Student Association.

Election process – before the annual general meeting

16.3. A person who meets the eligibility criteria in clause 16.1 may nominate for election during the nomination period by submitting to the Association an application in a form approved by the Board, including evidence of the candidate's eligibility to be elected.

16.4. A candidate's nomination must be rejected if the candidate does not meet the eligibility criteria in clause 16.1.

16.5. A candidate's nomination must be rejected if the Association is not satisfied that the candidate will support the Association's Objects and comply with the Act and the Association's Constitution, policies and procedures.

16.6. If the number of eligible nominations received is:

a) equal to the number of positions on the Board to be filled by election — subject to clause 16.2, the candidates nominated are taken to be elected, once ratified at the annual general meeting; or

b) greater than the number of positions on the Board to be filled by election — subject to clause 16.2, a ballot to elect the number of positions on the Board must be held prior to the annual general meeting, in accordance with the electoral regulations set by the Board, and ratified at the annual general meeting.

Election process – at the annual general meeting

16.7. If the number of eligible nominations received is less than the number of positions on the Board to be filled by election:

a) subject to clause 16.2, the candidates who nominated are taken to be elected, once ratified at the annual general meeting; and

b) further nominations may be received, in accordance with the electoral regulations set by the Board.

16.8. If the number of eligible nominations received under clause 16.7 is:

a) equal to the number of positions on the Board to be filled by election — subject to clause 16.2, the candidates who nominate are taken to be elected, once ratified at the annual general meeting;

b) greater than the number of positions on the Board to be filled by election — an election to elect the number of positions on the Board must be held, in accordance with the electoral regulations set by the Board, and ratified at the annual general meeting; or

c) less than the number of positions on the Board to be filled by election:

i. subject to clause 16.2, the candidates who nominate are taken to be elected, once ratified at the annual general meeting; and

ii. the remaining positions are taken to be vacancies, which the Board may, in its discretion, fill by appointment in accordance with clause 17.

17. APPOINTMENT TO THE BOARD

Eligibility for appointment to the Board

17.1. A person is eligible for appointment to the Board if the person meets all of the following criteria:

a) is an individual and at least 18 years old;

b) is a Member of the Association;

c) has not been the CEO of the Association in the past 2 years; and

d) is not otherwise ineligible or disqualified from holding office under the Act.

Board may appoint directors

17.2. Subject to clause 16.2 and 17.3, the Board may, in its discretion, appoint up to (three) 3 Board directors as and when it determines, and need not appoint any directors.

17.3. If at any time there are less than 2 elected Board directors that are Students, the Board must take reasonable measures to appoint up to 3 Students to the Board.

17.4. When considering a director appointment, the Board will have regard to the skills, perspectives and qualities of a potential appointee that would supplement the skills, outlook and diversity of the Board, including addressing gender equity and Student representation.

University appointed directors

17.5. The University may, in its discretion, appoint 1 Board director as and when it determines, and need not appoint any directors.

17.6. When considering a director appointment, the University will have regard to the skills, perspectives and qualities of a potential appointee that would supplement the skills, outlook and diversity of the Board, including addressing gender equity and Student representation, and enhancing a mutually beneficial relationship between the University and the Association.

18. TENURE OF OFFICE ON THE BOARD

18.1. Board directors who, immediately before the coming into operation of this Constitution, held office as an elected or appointed Board director will continue to hold office until the remainder of their term under the previous Constitution, and the maximum term of elected directors will not restart on the coming into operation of this Constitution.

Elected Directors

18.2. Elected Board directors shall hold their position from the ratification of the person's election at an annual general meeting for a period of 2 years, concluding at the end of that year's annual general meeting. A director may agree to a shorter term to ensure that 3 elected director positions will be open for election each annual general meeting.

18.3. Subject to the eligibility requirements in clause 16.1, an elected director is eligible for re-election for a maximum of 4 further consecutive terms of 2 years (i.e. a maximum term of 10 years).

18.4. Where a person is ineligible to stand for election by virtue of clause 18.3, the person will become eligible again at the annual general meeting 1 year after the expiration of the person's fifth term.

Appointed Directors

18.5. Board appointed Board directors shall hold their position from the date of their appointment by the Board until the conclusion of the next annual general meeting.

18.6. Subject to the eligibility requirements in clause 17, an appointed Board director is eligible for re-appointment following the next annual general meeting.

18.7. University appointed Board directors shall hold their position from the date of their appointment by the University until the University determines to change the appointment.

19. VACATION OF OFFICE ON THE BOARD

Automatic end of office

19.1. The term of a Board director ends, and that position on the Board becomes vacant, if the director:

a) resigns their office;

b) ceases to be a Member of the Association;

c) dies or becomes physically or mentally unfit to exercise the functions of a director;

d) is disqualified from being a director under the Act;

e) is disqualified from managing corporations under Part 2D.6 of the Corporations Act 2001 (Cth); or

f) is removed from office under clause 19.2.

Removal by the Board

19.2. The Board may, in its discretion, terminate the term of a director, and that position on the Board becomes vacant, if:

a) a Board director is absent from 2 consecutive meetings of the Board without leave of absence granted by the Board;

b) an elected director ceases to meet the eligibility criteria in clause 16; or

c) an appointed director ceases to meet the eligibility criteria in clause 17.1.

d) the director does not exercise their functions or discharge their duties under:

i. section 66A of the Act (duty of care and diligence); or

ii. section 66B of the Act (duty of good faith and proper purpose); or

e) the director contravenes:

i. section 66C of the Act (use of position); or

ii. section 66D of the Act (use of information).

Effect of vacancy

19.3. In the event of a vacancy occurring, then, subject to the eligibility criteria in clause 17.1 and 17.2, the remaining Board directors may appoint a person to fill the vacant position for the remainder of the term of that position.

20. LIABILITY OF BOARD DIRECTORS

20.1. A Board director is not liable to the Board or to the Association:

a) for any act or omission of another Board director; or

b) for any loss or expense incurred by the Board unless the loss or expense resulted from the Board director's own wilful act or default.

20.2. The Association indemnifies and will keep indemnified all Board directors against all liability (except legal costs) and all reasonable losses or expenses incurred in the performance of their functions and duties as Board directors.

20.3. The amounts referred to in clause 20.2 are not payable to the extent that they are due to the fraud, negligence or wilful default of a Board director.

21. MEETINGS OF THE BOARD

Time and place

21.1. Meetings of the Board will be held at such times and places as the President directs but must be held at least 6 times per calendar year.

Method of meeting

21.2. The Board may, by resolution before or during a meeting, decide to hold a Board meeting using a method of communication, or a combination of methods of communication, that allows the Board directors taking part to clearly and simultaneously communicate with the other Board directors without being in each other's presence.

21.3. Any consent under clause 21.2 may be a standing consent and may only be withdrawn by a Board director within a reasonable period before a meeting commences.

21.4. A Board director is regarded as present at a Board meeting if they take part in a meeting conducted under clause 21.2.

21.5. A Board meeting conducted by telephone, audio-visual linkup or other technology will be deemed to be held at the place agreed on by the directors attending that meeting provided at least 1 of the directors present at the meeting was at that place for the duration of the meeting.

21.6. A hardcopy or electronic copy of a document which is in the possession of or has been seen by all directors attending the Board meeting before or at the time of the meeting is deemed to a be a document tabled at that meeting.

Notice of meeting

21.7. Written notice of a meeting of the Board shall be given by the Chief Executive Officer to each Board director at least 7 days before the time appointed for the holding of the meeting, or such other period as may be unanimously agreed upon by the Board directors.

21.8. The notice shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the majority of the Board directors present at the meeting agree to treat as business to be discussed at the meeting.

22. QUORUM AT MEETINGS OF THE BOARD

22.1. Subject to clause 22.2, at a meeting of the Board, 4 directors including at least 1 Student constitutes a quorum.

22.2. If a quorum is present at the beginning of the meeting and 1 or more Student directors subsequently vacate the meeting so that there is no longer a Student director present, the quorum requirement for any subsequent item(s) of business no longer requires a Student director to be present (but still requires 4 Board directors to be present).

22.3. No business shall be transacted by the Board unless a quorum is present and if 30 minutes after the time appointed for the meeting a quorum is not present, the meeting will be adjourned

to the same place, date and time of the day in the following week, or to such other day and such other time as the presiding director may determine

23. PRESIDING AT MEETINGS OF THE BOARD

23.1. The President shall, if present, preside at each meeting of the Board.

23.2. If the President is absent from a Board meeting, the other Board directors shall elect 1 of their number to preside at the meeting.

23.3. Subject to this Constitution, the Board directors may adjourn and otherwise regulate Board meetings as they think fit.

24. VOTING AT MEETINGS OF THE BOARD

24.1. Subject to clause 24.2 each Board director present at a meeting of the Board is entitled to 1 vote on each motion put to the meeting. For clarity, the Chief Executive Officer, if attending a Board meeting, does not have the power to vote.

24.2. In the event of an equality of votes, the person presiding at the meeting of the Board also has a casting vote.

24.3. The Board directors at a Board meeting may vote on a question at the meeting orally, in writing or by a show of hands. However, a vote on a question must be by ballot conducted at the meeting if:

a) the person presiding decides the vote is to be by ballot; or

b) at least 2 Board directors request the vote be by ballot;

in which case, the person presiding must decide how the ballot is to be conducted.

24.4. Any act or thing done or suffered, or purported to have been done or suffered, by the Board is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Board director.

25. DELEGATION BY THE BOARD TO A COMMITTEE OR INDIVIDUAL

25.1. The Board may, by instrument in writing, establish any number of Committees to advise and assist it in exercising its functions, comprised of such individuals as it thinks fit (including individuals who are not Board directors or Members).

25.2. The Board may delegate such functions of the Board to any number of Committees or individuals as specified in the written instrument, other than:

a) this power of delegation; and

b) the power to make payments on behalf of the Association without express written authority from the Board.

25.3. A delegation may be made subject to any conditions or limitations as to its exercise as specified by the Board.

25.4. Any function delegated to a Committee under this clause 25 that remains unrevoked must, if exercised, be exercised in accordance with the terms of the delegation.

25.5. Notwithstanding any delegation under this clause, the Board may continue to exercise any function so delegated and any decision by the Board overrides a decision by a delegated Committee.

25.6. Any act or thing done or suffered by a Committee acting in the exercise of a delegation under this clause 25 has the same force and effect as it would have if it had been done or suffered by the Board, notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any individual of the Committee.

25.7. The Board may, by instrument in writing, revoke or vary, wholly or in part, any delegation under this clause.

26. MANAGEMENT - CHIEF EXECUTIVE OFFICER

26.1. Administration of day to day affairs of the Association and implementation of Board decisions will be undertaken by the Chief Executive Officer and staff.

26.2. The Chief Executive Officer shall:

a) be employed by the Association;

b) carry out the functions and duties as set out in the employment contract with the Association;

c) be the public officer for the purposes of the Act, except that if the Chief Executive Officer does not meet the requirements in section 57 of the Act, the Board will nominate another person to be public officer; and

d) keep in their control all records and other documents relating to the Association.

26.3. The Chief Executive Officer may, at the discretion of the Board, attend Board meetings as an ex-officio non-voting member.

PART IV: MEETINGS OF MEMBERS

27. MEETINGS OF MEMBERS – ANNUAL GENERAL MEETINGS AND OTHER GENERAL MEETINGS

27.1. The Association may decide to hold a meeting of Members using a method of communication, or a combination of methods of communication, that allows the Members taking part to clearly and simultaneously communicate with the other Members without being in each other's presence.

Notice of meeting

27.2. For a meeting of Members that does not involve a special resolution, the Chief Executive Officer shall give the Members 14 days' notice of:

a) the time, date and place fixed for the holding of the meeting;

b) the agenda for the meeting (and 7 days' notice of any additional matters to be considered pursuant to clause 28.3); and

c) the minutes of the previous meeting.

27.3. For a meeting of Members that involves a special resolution, the Chief Executive Officer shall give the Members 21 days' notice of:

a) the time, date and place fixed for the holding of the meeting;

b) the agenda for the meeting;

c) the proposed special resolution; and

d) the minutes of the previous meeting.

27.4. A notice required by or under this Constitution to be given to a Member of the Association may be given by the most suitable selection or combination of the following:

a) any form of electronic communication;

b) being posted on a notice board on the University campus in the Australian Capital Territory; and / or

c) being published in a newspaper, as the Board considers appropriate.

Admission to meeting

27.5. A person may be refused admission, or required to leave and not return, to a meeting of Members if the person:

a) is not a Member or a proxy;

b) refuses to permit examination of any article in the person's possession; or

c) is behaving in a way that the person presiding at the meeting reasonably considers to be dangerous, pose a psychosocial risk or liable to cause disruption.

28. ANNUAL GENERAL MEETING

Timing

28.1. The annual general meeting of the Association shall be held on or before 31 May each year and at a time and place that is accessible to the Members as determined by the Board.

Business

28.2. At each annual general meeting:

a) Members must vote on the resolutions put to the meeting, including to:

i. confirm the minutes of the last annual general meeting and any general meeting held since that meeting; and

ii. elect Board directors in accordance with the process set out in clause 16; and

b) the Board must present, for the most recently ended financial year of the Association:

i. a statement of the Association's accounts;

ii. a copy of the auditor's report in relation to the Association's accounts; and

iii. a report signed by 2 Board directors stating:

i. the name of each Board director;

ii. the principal activities of the Association and any significant change in the nature of those activities; and

iii. the net profit or loss of the Association; and

28.3. Any additional matter relating to the affairs of the Association to be resolved at an annual general meeting must be notified in writing to the Chief Executive Officer at least 10 days prior to the annual general meeting by not less than 2 Members. The Chief Executive Officer must then give notice to the Members of the updated agenda.

Reports

28.4. As soon as practicable after each annual general meeting, the Board must furnish to the University a copy of the reports and statements referred to in clause 28.2.b) that were presented at that meeting.

29. OTHER GENERAL MEETINGS

29.1. In addition to the annual general meeting, a general meeting of Members may be called by:

a) at least 25 Members requesting the Board convene a meeting of Members for the purpose of determining the matter or matters specified in a written notice to the Board; or

b) the Board.

29.2. If a general meeting of Members is called, the Board must fix a date, time and place for the holding of the meeting.

30. QUORUM AT MEETINGS OF MEMBERS

30.1. At a meeting of Members, a quorum is 25 financial Members of the Association present in person (or online).

30.2. No business shall be transacted at a meeting of Members unless a quorum (including any proxies) is present.

31. PRESIDING AT MEETINGS OF MEMBERS

31.1. The President shall, if present, preside at each meeting of Members.

31.2. If the President is absent from a meeting of Members:

a) the directors present shall elect 1 of their number to preside at the meeting; or

b) if no director is present or willing to preside at the meeting, the Members may elect 1 of their number to preside at the meeting.

31.3. The person presiding at a meeting of Members must ensure that the only business conducted at the meeting:

a) is the business noted in the notice for the meeting;

b) is decisions about the procedure of the meeting; and

c) any other matters relating to the affairs of the Association as notified to the Members in advance of the meeting or at the person presiding's discretion.

31.4. If there is a dispute at a meeting of Members about a question of procedure, the person presiding at the meeting may determine the question.

32. ADJOURNMENT OF MEETINGS OF MEMBERS

32.1. If, within half an hour from the time appointed for the holding of a meeting of Members, a quorum is not present, the meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Association provides notice. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present (being not less than 10) shall constitute a quorum.

32.2. The person presiding at a meeting of Members at which a quorum is present may, with the consent of the majority of Members present and entitled to vote at the meeting, adjourn the meeting from time to time and place to place.

32.3. Notice in accordance with clause 27 is not required for an adjournment of a meeting of Members except where the meeting is adjourned for 14 days or more.

32.4. At an adjourned meeting of Members, no items of general business shall be considered at the meeting, other than those items of business for which the meeting was adjourned to consider.

33. VOTING AT MEETINGS OF MEMBERS

33.1. A resolution (including a clause 16 resolution) at a meeting of Members shall be determined by a show of hands of the Members present and entitled to vote on the resolution.

33.2. A secret ballot shall be conducted if at least 4 Members present (including any proxies) request that a resolution be decided by a secret ballot. The secret ballot shall be conducted in such a manner as the person presiding directs.

33.3. A resolution is carried:

a) in the case of an ordinary resolution — if a majority (greater than 50%) of the Members present and entitled to vote on the resolution, including a person present and entitled to vote as a proxy, vote in favour of the motion; or

b) in the case of a special resolution — if 75% or greater of the Members present and entitled to vote, including a person present and entitled to vote as a proxy, on the resolution vote in favour of the motion.

33.4. In the event of an equality of votes, the presiding Member has a casting vote.

33.5. A declaration by the person presiding at a meeting of Members that a resolution has been carried or lost, and entry to that effect in the minutes of the meeting, are conclusive evidence of the resolution.

Votes by proxy

33.6. A Member (the ***authorising Member***) may authorise another Member (the ***proxy***) to vote on their behalf at a meeting of Members. A proxy must not be a proxy for more than 1 Member at a meeting of Members.

33.7. The authorisation must:

a) be in writing;

b) include the name and contact details of the authorising Member and the proxy;

c) specify the duration of the authorisation;

d) include instructions about how the proxy is to vote on the authorising Member's behalf;

e) be signed by the authorising Member and the proxy; and

f) be in a form approved by the Board.

33.8. The proxy may vote on the authorising Member's behalf at a meeting of Members only if:

a) the authorising Member gives the authorisation to the Board no later than 5 days before the meeting of Members; and

b) the President of the Board accepts the authorisation.

33.9. The Board shall not accept the authorisation of a proxy if the Board has already accepted an authorisation from another Member for that proxy.

33.10. If the Board does not accept the authorisation, the Board must, as soon as practicable before the meeting of Members, give the authorising Member written notice that the authorisation has not been accepted.

33.11. To remove any doubt, either the authorising Member or their proxy, but not both, may be taken to be present at, and vote in, a meeting of Members.

33.12. A vote cast in accordance with an appointment of proxy is valid even if, before the vote was cast at a meeting of Members, the authorising Member:

a) died or became mentally unfit to exercise the functions of membership; or

b) revoked the proxy;

unless written notification of the death, unsoundness of mind or revocation was received by the Board before the relevant meeting of Members.

PART V: FINANCES, RECORDS & WINDING UP

34. RECEIPT OF FUNDS

34.1. Subject to section 114 of the Act, the funds of the Association shall be derived from:

a) allocations by the University to the Association;

b) membership fees and other levies;

c) grants, sponsorships and donations (including donations of funds and in-kind donations);

d) income from rent and investments;

e) fundraising activities conducted by the Association, Clubs or Members; and

f) such other sources as the Board determines.

34.2. All money received by the Association must be deposited as soon as practicable into the Association's bank account.

34.3. The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

35. USE OF FUNDS

35.1. Subject to the Act, this Constitution or any resolution passed by the Association in a meeting of Members, the funds of the Association shall only be used:

a) to further the Objects of the Association in such a manner as the Board determines; and

b) to do all things incidental in relation to the exercise the power under clause 35.1(a).

35.2. The assets and income of Association shall be applied solely in furtherance of the Objects of the Association and no portion shall be distributed directly or indirectly to the Members of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.

35.3. Payments (by cheque, electronic funds transfer or otherwise) made on behalf of the Association must be authorised by any of the following:

a) the Board;

b) the Chief Executive Officer;

c) or as otherwise delegated in writing by the Board to:

i. a director; or

ii. anyone employed or engaged by the Association

36. ACCOUNTS AND AUDITORS

36.1. The Association shall maintain proper accounting records of all its financial transactions including accurate and up to date records of all income and expenditure, and all moneys owed to or by the Association.

36.2. The Board shall make arrangements for a person who is an auditor and who satisfies the requirements of section 74 of the Act to:

a) carry out audits of the books and accounts as required by the Act; and

b) report on the finances of the Association in each financial year.

37. COPY OF DOCUMENTS FOR MEMBERS

37.1. If requested by a Member, the records, accounting records and other documents of the Association must be made open to inspect at a place in the Australian Capital Territory, free of charge, to a Member within a reasonable time.

37.2. The Board may refuse to give a Member access to any document of the Association if satisfied that allowing access would be prejudicial to the interests of the Association, including if:

a) the document includes confidential, sensitive or personal information;

b) the document relates to employment, commercial or legal matters; or

c) it would be unreasonable to provide access.

38. DISSOLUTION

38.1. The Association shall only be dissolved by a special resolution at a meeting of Members.

38.2. If the Association is dissolved, the property of the Association shall be realised and applied in satisfaction of any debts and liabilities and the costs, charges and expenses of the dissolution.

38.3. If any surplus property remains after the process in clause 38.2, the Members may, by special resolution at a meeting of Members, nominate:

a) another association for the purpose of section 92(1)(a) of the Act that meets the requirements specified in section 92(2) of the Act; or

b) a fund, authority or institution for the purpose of section 92(1)(b) of the Act;

in which that surplus property is to vest in the event of a dissolution.