

**CONSTITUTION OF THE SANDY BAY ROWING CLUB INC.  
(ESTABLISHED 1906)**

**1. NAME:**

- 1.1 The name of the Association is SANDY BAY ROWING CLUB (Inc.) (the "Club").
- 1.2 The club colours are maroon, green and white.

**2. OBJECTS:**

- 2.1 The objects of the Club are:
  - a) To promote, develop and encourage the sport of rowing;
  - b) To promote, manage and control inter club regattas held in the name of the Club;
  - c) To provide opportunities for schools and members of the community to learn and participate in the sport of rowing.

**3. POWERS OF THE ASSOCIATION:**

- 3.1 To acquire, hold, deal with, and dispose of any real or personal property.
- 3.2 To open and operate bank accounts.
- 3.3 To invest its money:
  - a) In any security in which trust monies may be invested; or
  - b) In any other manner authorised by the By Laws of the Club.
- 3.4 To borrow money upon terms and conditions the Club thinks fit, or as may be directed by a resolution of a general meeting.
- 3.5 To give security for the discharge of liabilities incurred by the Club as the Club thinks fit.
- 3.6 To appoint agents to transact any business of the Club on its behalf.
- 3.7 To enter into any contract the Club considers necessary or desirable to advance any of its objects.
- 3.8 To construct, maintain or alter any buildings or equipment the Club considers necessary or desirable to advance any of its objects,
- 3.9 To raise funds in any manner the Club thinks fit.
- 3.10 To do any other lawful thing which the Club considers to be incidental to, or conducive to, the attainment of any of its objects.

**4. MEMBERSHIP:**

- 4.1 Membership is open to any person who wishes to experience or further the objects of the Club.
- 4.2 Any person seeking membership may make application to the Management Committee, in the manner, and with the membership fee and any information, required by the Management Committee from time to time.

- 4.3 The Management Committee will determine whether or not the application is successful and will advise the applicant in writing.
- 4.4 Each person admitted to membership is:
- a) Bound by the Constitution and any By-Laws of the Club.
  - b) Liable for membership fees and other fees determined by the Club.
  - c) Entitled to all advantages and privileges of membership.
- 4.5 Membership Categories:
- a) Ordinary Member - Any person who is a financial ordinary member of the Club is entitled to hold any office and enjoy the privileges of the Club.
  - b) Social Member - Persons other than ordinary members who are interested in promoting the Club, but who do not wish to participate in the sporting activities of the Club. Social members have no voting rights and are not entitled to hold any office.
  - c) Junior Member - Any person under the age of 18 years may become a Junior Member, and will have no voting rights and are not entitled to hold any office.
  - d) Life Membership - Any member who has given outstanding service to the Club and elected by the Management Committee as a Life Member. Any member may nominate a person to the Management Committee for consideration for Life Membership. A Life Member has voting rights.
  - e) Other membership categories as determined by the Committee of Management.
- 4.6 The Management Committee will appoint a member of the Management Committee to maintain an up to date register of members of the Club. A member may at any reasonable time inspect the records and documents of the Club.
- 4.7 The Club may, at its discretion, elect a patron/s or vice patron/s of the Club for such period as may be considered necessary. The patron/s or vice patron/s are not eligible to vote unless they are current members of the Club with voting rights.

## **5. TERMINATION OF MEMBERSHIP:**

- 5.1 Any person's membership may be terminated by the following events:
- a) Resignation.
  - b) False or inaccurate statements made in the member's application for membership of the Club.
  - c) Breach of any By-Law of the Club.
  - d) Commission of any act considered by the Management Committee to be detrimental to the Club including breaches of any Rowing Tasmania rules.
  - e) A member's annual membership fee remains unpaid for three (3) months after falling due.
- 5.2 The Management Committee has the power to suspend or expel any member of the Club for any of the events above.
- 5.3 Any member who is expelled or suspended may appeal against their suspension or expulsion. The appeal is to be made in writing and made within 21 days of the member

receiving notice of the suspension or expulsion. The member may then present their case to a General Meeting of the Club called for the purpose, and the decision of that General Meeting is final.

#### **6. MANAGEMENT COMMITTEE:**

- 6.1 Management of the Club is to be undertaken by the Management Committee elected by the members at the Annual General Meeting and consisting of:
- a) President
  - b) Vice President
  - c) Secretary
  - d) Treasurer
  - e) Club Captain
  - f) Up to 5 Committee Members
- 6.2 No person may hold more than one position on the Management Committee at any one time. A person ceases to be a member of the Management Committee at the conclusion of the Annual General Meeting next following her or his election and is eligible for re-election.
- 6.3 If there is a casual vacancy in the Management Committee the Management Committee may appoint a member of the Club to fill the vacancy and that member remains until the conclusion of the following Annual General Meeting.
- 6.4 A position on of the Management Committee becomes vacant if the member holding that position:
- a) Dies, or becomes of unsound mind;
  - b) Resigns from the committee;
  - c) Is absent from 3 or more meetings without leave of absence
  - d) Ceases to be a financial member.

#### **7. MEETINGS OF THE MANAGEMENT COMMITTEE:**

- 7.1 The Management Committee is to meet at such times as it considers necessary to conduct the activities of the Club.
- 7.2 A quorum for meetings of the Management Committee is a half plus one.
- 7.3 If the President or Vice President is unable to attend a Management Committee meeting, then a chairperson nominated by the meeting will chair that meeting.
- 7.4 A member of the Management Committee who has or who is to have an interest in any contract or arrangement with or proposed to be with the Club must disclose that interest at the first meeting at which the contract or arrangement is considered.
- 7.5 A member of the Management Committee must not vote in respect of any contract or arrangement in which that member has, or is to have, an interest.

## **8. POWERS OF THE MANAGEMENT COMMITTEE:**

- 8.1 The Management Committee will carry out the day-to-day running of the Club and has the power to:
- a) Administer the Club finances, appoint bankers, direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any account;
  - b) Fix the manner in which the Club's banking accounts are operated, providing all payments are approved by the Management Committee either before payment or at the next following meeting;
  - c) Fix fees and subscriptions payable by members and determine any other charges or fines as it considers necessary, and to enforce payment thereof;
  - d) Adjudicate on all matters brought before it that in any way affect the Club;
  - e) Cause minutes to be made of all proceedings at meetings of the Management Committee and General Meetings of members;
  - f) Make, amend and rescind By-Laws;
  - g) Form and appoint any sub-committee/s as required for specific purposes;
  - h) Employ or engage a person or persons to carry out certain duties required by the Club at salaries or fees for such period of time, as it considers necessary;
  - i) Appoint an officer/s or agent of the Management Committee to have custody of the Club's records, documents and securities.

## **9. GENERAL MEETINGS:**

- 9.1 The Annual General Meeting
- a) The Annual General Meeting of the Club must be held within 4 months of the end of the club's financial year.
  - b) The Secretary is to give at least 14 days' notice of the date of the Annual General Meeting to members.
  - c) All financial members and Life Members may attend the Annual General Meeting.
  - d) The quorum at the Annual General Meeting is 15 voting members.
  - e) If at the end of 30 minutes after the time appointed in the notice for the opening of the meeting there is no quorum the meeting will stand adjourned for 1 week. If at the adjourned meeting there is no quorum those members present will be competent to discharge the business of the meeting.
  - f) The Patron is to chair the Annual General Meeting of the Club. In the absence of the Patron, the President or the Vice President is to chair.
  - g) The agenda for an Annual General Meeting will be:
    - 1] Opening of meeting
    - 2] Apologies
    - 3] Confirmation of minutes of previous Annual General Meeting
    - 4] Presentation and adoption of Annual Report
    - 5] Presentation and adoption of Treasurer's statement

- 6] Election of new Management Committee and appointment of Auditor
- 7] Vote of thanks to outgoing Management Committee
- 8] Items which have been notified in the Notice of Meeting
- 9] Closure

#### 9.2 General Meetings

- a) General meetings may be called:
  - 1] By the Management Committee; or
  - 2] At the request of the President and Secretary; or
  - 3] On the written request of 10 members of the Club.
- b) The Secretary will give at least 7 days' notice of the date of the General Meeting to the members. The notice will set out clearly the business for which the meeting has been called. No other business will be dealt with at that General Meeting.
- c) The quorum at a General Meeting is 15 voting members.
- d) If at the end of 30 minutes after the time appointed in the notice for the opening of the meeting there is no quorum the meeting will stand adjourned for 1 week. If at the adjourned meeting there is no quorum those members present will be competent to discharge the business of the meeting.
- e) The Patron is to chair a General Meeting of the Club. In the absence of the Patron, the President or the Vice President is to chair.

#### 9.3 Adjournment

- a) The chair of any general meeting at which a quorum is present may, with the approval of a majority of the members present, adjourn that meeting, but no business may be transacted at the adjourned meeting other than business left unfinished at the earlier meeting;
- b) Where a general meeting is adjourned for 14 days or more, notice of the adjourned general meeting is to be given.

### **10. VOTING:**

#### 10.1 Voting powers at the Annual General Meeting and General Meetings

- a) Any question arising at any General Meeting is to be determined by a show of hands.
- b) The President is entitled to a deliberative vote, and if there is a tied vote the President has a second or casting vote.
- c) Each individual financial member or Life Member present in person has one vote.

#### 10.2 Voting powers at Management Committee Meetings

- a) Any question arising at a meeting of the Management Committee or any subcommittee appointed by it is to be determined by a show of hands.

- b) The chair is entitled to a deliberative vote, and if there is a tied vote the chair has a second or casting vote.
  - c) Each individual committee member present in person has one vote.
- 10.3 At any meeting, a declaration by the chair that a resolution has, on a show of hands been carried, or carried unanimously, or carried by a particular majority, or lost, and an entry being made to that effect in the minutes of that meeting is evidence of that fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

## **11. FINANCE:**

- 11.1 All funds of the Club will be deposited into the Club's accounts at any bank or financial institution that the Management Committee determines.
- 11.2 All accounts due by the Club will be paid in any manner available to users of the bank or financial institution used by the Club, including a credit card. Payments are to be approved for payment prior to payment at a Management Committee Meeting, or when immediate payment is appropriate, the payment is to be made, and must be approved by the Management Committee at its next meeting.
- 11.3 One of the Club's signatories may authorise electronic transactions and use a Club credit card for payment of Club debts. A summary of any payment made which had no prior approval must be immediately emailed to members of the Management Committee.
- 11.3 Two of the Club signatories are to sign cheques issued by the Club.  
The signatories to any Club account are:
- a) Treasurer
  - b) President
  - c) Vice President
  - d) Secretary
- 11.4 A statement showing the financial position of the Club must be tabled at each Management Committee meeting by the Treasurer.
- 11.5 A statement of Income and Expenditure, Assets and Liabilities must be prepared, audited and submitted to the Annual General Meeting. The auditor's report is to be attached to that statement.
- 11.6 The financial year of the Association will commence on 1 July each year and end on 30 June.
- 11.7 For the financial year ending 30 June 2016, the financial year will commence on 1 May 2015 and extend for 14 months.

## **12. AUDITOR:**

- 12.1 The Annual General Meeting must appoint an Auditor or Auditors, if required by law.
- 12.2 The Auditor is to examine and audit the books and accounts of the Club, and has the power to call for all books, papers, accounts and receipts of the Club.
- 12.3 The Auditor may require members of the Club to provide information or explanations necessary to perform his duty.

12.4 The Auditor is to report to the Annual General Meeting following the end of the relevant Club financial year. In the report the Auditor is to certify:

- (a) whether the Auditor has obtained the information required by him;
- (b) whether in the Auditor's opinion the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Club according to the information in the Auditor's possession.

### **13. COMMON SEAL:**

13.1 The common seal of the Club will be kept in the care of the Secretary. The seal must not be used or affixed to any deed or other document except pursuant to a resolution of the Management Committee and in the presence of at least the President and two other members of the Committee, both of whom must subscribe their names as witnesses.

### **14. ALTERATIONS TO THE CONSTITUTION AND BY-LAWS:**

14.1 No alteration, repeal or addition may be made to the Constitution except at an Annual General Meeting, or at a General Meeting called for that purpose. Notice of all motions to alter, repeal or add to the Constitution must be given to members 14 days prior to the Annual General Meeting or General Meeting called for that purpose.

14.2 Alterations to, or making of, Club By-Laws can only be made at Management Committee Meetings provided notice of the proposed motion has been notified to Management Committee members.

14.3 Motions concerning the alteration, repeal or addition to the Constitution must be passed by a 75% majority of those present in person and entitled to vote at the Annual General Meeting or General Meeting.

14.4 Motions concerning the alteration or making of By Laws must be passed by a 75% majority of those present in person and entitled to vote at the Management Committee Meeting.

### **15. PROPERTY OF THE ASSOCIATION AND DISSOLUTION:**

15.1 All property and income of the Club will be applied solely to the promotion of the objects of the Club and no part of that property or income will be paid or otherwise distributed, directly or indirectly, to members except in remuneration or reimbursement for services rendered or goods supplied.

15.2 If the Club is wound up, every member of the Club and every person who within the period of 12 months immediately preceding the commencement of the winding up is liable to contribute to the assets of the Club for payment of the debts and liabilities of the Club and for the costs and expenses of the winding up. The liability of each member is not to exceed 10 dollars,

15.3 If, on the winding up of the Club, any property of the Club remains after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that winding up, that property must be distributed:

- a) To another incorporated association or body having objects similar to those of the Club and which is exempt from paying income tax; or
- b) For charitable or benevolent purposes, which incorporated association or purposes, as the case requires, is to be determined by resolution of the members.

**16. NOTICES:**

16.1 Subject to clause 16.2, a notice may be served by or on behalf of the Club on any member:

- (a) Personally; or
- (b) By sending it through the post in a prepaid envelope addressed to the member at her or his address last known to the Club, in which case it will be deemed to have been received on the third business day after posting; or
- (c) By sending it by email to her **or** his email address last known to the Club, in which case it will be deemed to have been received 24 hours after the email was sent, and no delivery failure notification having been received by the sender.

16.2 Notice of any General Meeting is to be in writing and given to all members by being:

- (a) Emailed to them at their email address last known to the Club; and
- (b) Posted on the Club's website; and
- (c) Posted on the noticeboard at the Clubrooms.