



Yourimbah Club Constitution Template

1. This Constitution has been adopted by *[insert Club name]* as decided upon by a majority of votes on *[insert date]*.

Definitions

2. Terms used in this Constitution will mean the following:
 - 2.1. **Affiliation** shall mean the general and financial support arrangement between the Club and Yourimbah;
 - 2.2. **Annual General Meeting (AGM)** shall mean one of the five required meetings per year, but does not count as a General Meeting;
 - 2.3. **Associate Member** shall mean a **Club** member who is not a **UON**, Central Coast (Ourimbah) Campus, **student** but a **student**, staff or alumni of the Central Coast (Ourimbah) Campus e.g.: TAFE, Central Coast Community College and Professional Staff.
 - 2.4. **Club** shall refer to *[insert name of Club and include any abbreviations]*;
 - 2.5. **Executive Committee** shall mean the elected **Office-Bearers** (representatives) of the **Club** who shall meet at least four (4) times per year;
 - 2.6. **Executive Committee Quorum** is the attendance of the President **or** Vice-President **and** Secretary **or** Treasurer to be present at all meetings.
 - 2.7. **General Meeting (GM) or Extraordinary General Meeting (EGM)** shall mean one of the five required meetings per year, not including the Annual General Meeting;
 - 2.8. **General Member** shall mean a **Club** member who is a **UON**, Central Coast (Ourimbah) Campus, **Student**.
 - 2.9. **Inaugural General Meeting (IGM)** shall mean the first meeting of the newly founded **Club** during which the members choose the name, vote in the **Executive Committee**, vote on the aims and objectives and vote in the Constitution;
 - 2.10. **Office-Bearers** are defined as the minimum four (4) positions required on each **Executive Committee**: President, Vice-President, Treasurer and Secretary;
 - 2.11. **Student** shall mean a person currently enrolled for studies at the Central Coast (Ourimbah) Campus;
 - 2.12. **Student Services and Amenities Fee (SSAF)** A fee that higher education providers can charge their **Students** for **Student** services and amenities of a non-academic nature, such as sporting and recreational activities, employment and career advice, child care, financial advice and food services.
 - 2.13. **Student Engagement and Events Team** shall refer to the **Yourimbah** employee/s whose role it is to provide **Clubs** with support;
 - 2.14. **UON** shall mean the University of Newcastle, Australia;
 - 2.15. **Yourimbah** shall mean the trading name of Central Coast Campus Union Ltd that provides support to Central Coast (Ourimbah) Campus **Clubs**.

Aims and Objectives

3. The aims and objectives of the Club are:

3.1. *[Insert aim/objective]*

3.2. *[Insert aim/objective]*

3.3. *[Insert aim/objective]*

Affiliation

4. The **Club** must annually affiliate with **Yourimbah** and register with **UON** after **affiliation**.

4.1. **Affiliation** is achieved by the **Club** holding an **IGM**. (Alternatively, an **AGM** for existing **Clubs**).

5. Affiliation Benefits

5.1. Benefits available to the **Club** will be determined by **Yourimbah** and subsidies allocated at **Yourimbah's** discretion (see Guidelines for **Yourimbah Clubs SSAF** Subsidies 2019).

6. Disaffiliation

6.1. The **Club** may be disaffiliated if **Yourimbah** determines the **Club**:

- a. Is not operating for the benefit of their **General Membership**;
- b. Is in breach of **Yourimbah's** policies;
- c. Is in breach of **UON** Code of Conduct or other policies;
- d. **Executive Committee** is not reasonably cooperating with **Yourimbah's** requests;
- e. Is acting in breach of their Constitution;
- f. Has breached the terms and agreements of their **Affiliation**; or
- g. Is acting illegally;

6.2. **Yourimbah** may take reasonable steps to ensure that the **Club** is being administered correctly and is acting in accordance with their aims and objectives. **Office-Bearers** of the **Club** must comply with any reasonable requests.

7. Re-Affiliation

7.1. The **Club** must re-affiliate annually with **Yourimbah** to continue its existence.

- a. Re – **Affiliation** is achieved by the **Club** holding an **AGM** and completing a new Constitution for the following year.

Membership

8. General Membership

8.1. **General Membership** is open to all **UON**, Central Coast (Ourimbah) Campus **Students**.

8.2. The membership fee shall be set by the **Executive Committee** and will be no less than \$1.

9. Associate Membership

9.1. **Associate Membership** is open to other **Students**, staff and alumni of the Central Coast (Ourimbah) Campus e.g.: TAFE, Central Coast Community College and Professional Staff.

9.2. **Associate Members** may not receive any **SSAF** subsidy.

9.3. The membership fee for **Associate Members** shall be set by the **Executive Committee** and shall be greater than the fee for **General Members**.

10. Membership Rules and Regulations

10.1. Membership shall last until Semester One (1) Orientation.

10.2. Membership is not valid until the relevant membership fee has been paid to the **Club Treasurer**.

10.3. The **Club** and all its members shall comply with **UON's** Diversity and Inclusiveness Policy and Code of Conduct.

10.4. The **Club** and all its members shall comply with all rules and regulations, Responsible Service of Alcohol (RSA), terms and conditions and other requirements they are bound by as **Students** and associates of **UON**.

10.5. Member details are to be kept private and shall only be accessible to the **Executive Committee** and the **Student Engagement and Events Team** at **Yourimbah**,

10.6. Membership or related rights and obligations cannot be passed on to another person.

11. Cessation of Membership

11.1. Membership ceases if a member:

- a. Resigns membership through a notice sent to the **Club** Secretary, or **Club** President in the case of the **Club** Secretary resigning;
- b. Fails to pay their membership fee;
- c. Ceases to be a **Student** of the Central Coast (Ourimbah) Campus;
- d. Is expelled from the **Club**; or
- e. Dies.

11.2. Membership fees will not be refunded unless the **Executive Committee** votes to return the fee to a specific member.

12. Discipline, Suspension and Expulsion of Members

12.1. The **Club Executive Committee** may resolve to suspend or expel a member from the **Club** if they have reason to believe that member has been guilty of conduct in violation with the following:

- a. The **Club's** aims and objectives;
- b. The **Club** Code of Conduct;
- c. **UON** policies;
- d. **UON** Code of Conduct; or
- e. Australian or NSW Law.

12.2. A resolution to suspend or expel a member of the **Club** does not take effect:

- a. Unless a meeting of the **Executive Committee** confirms the resolution; or
- b. If the member exercises a right of appeal to the **Club** and the **Club General Membership** confirms the appeal.

12.3. A meeting of the **Executive Committee** to confirm or revoke a resolution passed must be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after the notice has been given to the member in accordance with the following:

- a. The **Club** Secretary or **Club** President, must, as soon as practicable, give notice to the member:
 - i. Setting out the resolution of the **Executive Committee** and the grounds on which it is based, and stating that the member (or their representative) may address the **Executive Committee** at the meeting;
 - ii. Stating the date, place and time of that meeting; and
 - iii. Informing the member that if, at that meeting, the **Executive Committee** confirms the resolution, they may give notice within forty-eight (48) hours of the meeting that they will appeal to the **Club**.

12.4. At a meeting of the **Executive Committee** to confirm or revoke a resolution, the **Executive Committee** must:

- a. Give the member (or their representative) an opportunity to be heard;
- b. Give due consideration to any written statement submitted by the member;
- c. Determine by resolution whether to suspend or expel the member;
- d. In the case of suspension of a member, determine the length of suspension; and
- e. In the case of expulsion of a member, determine the length of the expulsion, and whether the member will be permitted to apply for membership again after the period of expulsion.

12.5. Appeals

- a. The right to appeal must be lodged within forty-eight (48) hours of notice of expulsion/suspension.
- b. Appeals are addressed at an **Extraordinary General Meeting** and are voted on by General Members.
- c. At an **Extraordinary General Meeting** of the **Club** convened for the purpose of the appeal:
 - i. No business other than the question of the appeal may be conducted;
 - ii. The **Executive Committee** must notify the membership of the details of the grounds for the resolution and the reasons for the passing of the resolution;
 - iii. The member (or their representative) must be given an opportunity to be heard; and,
 - iv. The **General Members** present must vote by secret ballot in regards to whether the resolution should be confirmed or revoked.
- d. A resolution is confirmed if, at the **Extraordinary General Meeting**, not less than two-thirds (2/3) of the members vote in favour of the resolution. In any other case, the resolution is revoked.

12.6. If the member in question is an **Executive Committee** member, they are to be excluded from the original **Executive Committee** meeting in which their suspension/expulsion is to be discussed and from any other **Executive Committee** meetings until the outcome has been decided.

13. Club Code of Conduct

13.1. All members must act to be inclusive and treat everyone equitably, consistently and appropriately.

- 13.2. All members must behave and communicate in a manner that does not offend, degrade or humiliate.
- 13.3. All members must show consideration for the property of **UON, Yourimbah** and the property of others.
- 13.4. The **Club** will not encourage or tolerate bigoted or otherwise hateful behaviour. Sexism, racism, prejudice relating to sexual orientation and gender, religious intolerance, and all other forms of bigotry will not be tolerated.
- 13.5. The **Club** will not tolerate drunk and disorderly behaviour that interrupts **Club** events or otherwise adversely affects **Club** members or other people. Any member found to be contravening this clause will be asked to leave the event, and the **Executive Committee** may resolve to suspend or expel a member from the **Club** in accordance with Section 12.

14. Executive Committee

- 14.1. The **Office-Bearers** of the **Club** must be elected from the **General Members**.
- 14.2. Only **General Members** may vote in the election of the **Executive Committee**.
- 14.3. The **Executive Committee** will be composed of the following **Office-Bearer** positions:
 - a. President
 - b. Vice President
 - c. Secretary
 - d. Treasurer
 - e. *[insert any other positions necessary]*
- 14.4. Nomination for an **Executive Committee** position must be forwarded in writing to the **Club** Secretary, seven (7) days in advance of the **IGM** or **AGM** and must be signed by at least one other **Club General Member**.
- 14.5. If insufficient nominations are received in advance, nominations for that position shall be opened to the floor at the **AGM**. No member is to hold more than one **Office-Bearer** position in the **Executive Committee**.
- 14.6. An **Executive Committee** position shall be filled by one person each year and cannot be shared with another member.
- 14.7. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- 14.8. If insufficient nominations are put forward in advance to fill any **Executive Committee** positions the available **Office-Bearer** position may be nominated for at an **Extraordinary General Meeting** or the next **General Meeting** by means of voting.
- 14.9. The **Executive Committee** shall hold office for a year commencing upon their election during the **AGM** and ending at the next **AGM**.
- 14.10. In the event of a casual vacancy occurring, the remaining **Executive Committee** may appoint a **General Member** of the **Club** to fill the vacancy. That member is to hold office, subject to this Constitution, until the next **Annual General Meeting** following the date of the appointment.

15. Executive Committee Responsibilities

- 15.1. The **Executive Committee** is responsible and personally liable for the following:
 - a. Finances of the **Club**;

- b. Events and activities of the **Club**;
- c. Management of the **Club** and all its members;
- d. Representation of the **Club**;
- e. Reaching quorum at all five required annual meetings of the **Club** membership;
- f. Entering into arrangements on behalf of the **Club**;
- g. Liaising with the **Student Engagement and Events Team** at **Yourimbah**;
- h. Understand and be able to provide insight into the **Club** Constitution;
- i. Abide by the **Club** Constitution; and
- j. Setting the membership fees for each calendar year.

16. Cessation of Office-Bearer Positions

16.1. An **Office-Bearer** position will be discontinued if the person:

- a. Resigns their position;
- b. Resigns their membership;
- c. Ceases to be a Central Coast (Ourimbah) Campus **student**;
- d. Has missed or expects to be unable to attend more than three (3) of the minimum five (5) yearly meetings of the membership;
- e. Has been negligent, or is found to have acted in a manner that is disruptive to the successful and effective functioning of the **Club**;
- f. Has refused to comply with the **Club** Constitution;
- g. Has refused to comply with **UON** rules and regulations, policies or Code of Conduct;
- h. Has refused to comply with **Yourimbah** rules and regulations or policies;
- i. Has refused to comply with the RSA of any venues in which the **Club** have hosted an event; or
- j. Dies.

16.2. The **Executive Committee** (minus the **Office-Bearer** in question) has the power to terminate the position/s of any **Office-Bearer/s**, should they be in accordance with any clause of section 16.1, with all **Office-Bearer/s** being in favour.

16.3. Any **Office-Bearers** who have had their position terminated with the reason being the clauses of 16.1.d to 16.1.i have the right to appeal their termination to the Executive Committee. The right to appeal must be lodged within forty-eight (48) hours of notice of expulsion/suspension. The terminated **Office-Bearer/s** can be reinstated with a two-thirds vote of the **Executive Committee**.

16.4. Any terminated **Office-Bearer/s** lose their rights as signatory of the **Club** bank account and another **Office-Bearer** must take their place as signatory immediately.

17. Roles and Responsibilities of Office-Bearer Positions

Roles and responsibilities of the **Office-Bearers**, in addition to those listed in section 15.1, are that the:

17.1. **President shall:**

- a. Be the chairperson of all **Club** meetings, both **General Meetings** and **Executive Committee** Meetings, throughout the year;
- b. Be the spokesperson for the **Club**;

- c. Ensure the **Executive Committee** carries out their responsibilities;
- d. Explain the obligations and rights of the **Office-Bearers** to them;
- e. Be the main liaison with **Yourimbah** with regard to **Affiliation**;
- f. Manage the **Club** and its events and activities;
- g. Authorise expenditure for the **Club**; and
- h. In conjunction with other members of the **Executive Committee**, provide an Annual Report to the **Student Engagement and Events Team** as instructed.

17.2. Vice-President shall:

- a. Act as **Club** President in the absence of the **Club** President;
- b. Assist the **Club** President in the management of the **Club** and its event and activities;
- c. Assist the **Executive Committee** in the carrying out of their roles; and
- d. Assist the **Club** President in the provision of an Annual Report to the **Student Engagement and Events Team** as instructed.

17.3. Secretary shall:

- a. Receive and send all correspondence for the **Club**;
- b. Notify members of the **AGM** and all other **Club** meetings;
- c. Create the agenda for all meetings;
- d. Supervise voting during all meetings;
- e. Receive and organise all motions put forward by members and raise them during meetings;
- f. Complete minutes for all meetings;
- g. Update and maintain the membership list;
- h. Manage all of the administrative records of the **Club**, except the financial records; and
- i. Assist the **Club** President in the provision of an Annual Report to the **Student Engagement and Events Team** as instructed.

17.4. Treasurer shall:

- a. Keep and update the **Club** financial records;
- b. Hold, and be responsible and liable for the receipt book/s, cheque book/s, and cash management;
- c. Receive the membership fees of all members;
- d. Issue receipts for all money received and keep receipts on record;
- e. Collect all receipts, invoices and record all expenditure;
- f. Prepare a budget for the **Club** at the beginning of each calendar year;
- g. Prepare an Annual Financial Statement at the end of the calendar year (and on request by the **Student Engagement and Events Team**) for the **Club** President to be included in the Annual Report;
- h. Be the main signatory for the **Club** bank account;
- i. Solely use the **Club** funds for the benefit of the **Club** and all its members, in line with the aims and objectives of the **Club**;
- j. Solely use funds for payments authorised by the **Executive Committee**;
- k. Be responsible for applying to **Yourimbah** for funding; and

- l. Complete minutes at meetings in the absence of the **Club** Secretary.

17.5. **[Insert executive position]**

a. **[Insert executive responsibility]**

b. **[Insert executive responsibility]**

c. **[Insert executive responsibility]**

18. Annual General Meeting (AGM)

18.1. One (1) **AGM** must be held every calendar year with the location to be on the Central Coast (Ourimbah) Campus.

18.2. The **Club** Secretary will give notice and send the agenda to all members at least fourteen (14) days in advance.

18.3. The **AGM** must be held on an academic weekday.

18.4. A **Yourimbah** staff member **MUST** attend the **AGM** as a witness and be notified of the meeting at least fourteen (14) days in advance.

18.5. Quorum must be met with at least two thirds of **General Membership** or 25 members (whichever is smaller) and with **Executive Committee Quorum**.

18.6. The agenda must include:

- a. Confirmation of the previous **AGM**'s minutes;
- b. Reports from the **Executive Committee**;
- c. Report on the **Club's** activities since the last **General Meeting**;
- d. Presentation of financial accounts and the use of the **Club** budget;
- e. Amendments to the Constitution (if applicable);
- f. Voting for a new **Executive Committee**;
 - i. Call for nominations if any **Office-Bearer** positions are vacant; and
- g. General business.

18.7. Minutes must be completed by the **Club** Secretary, which must be kept on record and:

- a. Publicised to the members no less than seven (7) days after the meeting; and
- b. Sent to the **Student Engagement and Events Team** within seven (7) days of the meeting.

19. General Meetings

19.1. At least four (4) **General Meetings** must be called by the **Executive Committee** in each calendar year with the location to be on the Central Coast (Ourimbah) Campus.

19.2. A **General Meeting** must be held on an academic weekday.

19.3. The **Club** Secretary will give notice and send the agenda to members at least seven (7) days in advance.

19.4. Quorum must be met with at least two thirds of **General Membership** or 25 members (whichever is smaller) and the **Executive Committee quorum**.

19.5. The agenda must include:

- a. Confirmation of the previous **General Meeting** minutes;
- b. Reports from the **Club** President and **Club** Treasurer;
- c. Report on the **Club's** activities since the last meeting;

- d. Filling vacant positions on the **Executive Committee** (if applicable); and
- e. General business.

20. Extraordinary General Meetings

20.1 **Extraordinary General Meetings** may be held as necessary and must adhere to the requirements of a **General Meeting**.

21. Executive Committee Meetings

21.1. **Executive Committee** meetings will be held for the purposes of planning for the **Club**.

21.2. All financial actions must be voted upon by the **Executive Committee**.

21.3. Minutes of each meeting must be forwarded to the **Executive Committee** within forty-eight (48) hours of the meeting.

21.4. There must be at least four (4) **Executive Committee** meetings in each calendar year:

- a. **Executive Committee** meetings are to be held separate to **General Meetings** but may be held on the same day; and
- b. Quorum must be reached for any business to be conducted.

22. General Rules & Regulations for Meetings

22.1. Quorum must be reached for any business to be conducted.

22.2. If quorum is not reached within half an hour of commencement of the meeting, the meeting shall be rescheduled.

22.3. All **Club** members entitled to vote can cast one vote for each election.

22.4. If voting results in a tie then the **Club** President shall provide the deciding vote.

22.5. All changes made to either membership or requests for financial expenditure/reimbursements must be forwarded to the **Club** Secretary before the meeting.

22.6. Minutes must be completed at each meeting by the **Club** Secretary or **Club** Treasurer.

23. Notice of Meetings

23.1. Notice of meetings must include the date, location, time, and content of the upcoming meeting.

23.2. **Yourimbah** must be informed of any **General** or **Extraordinary General Meeting** seven (7) days in advance.

23.3. **Yourimbah** must be informed of the **Inaugural** or **AGM** fourteen (14) days in advance.

24. Club Social Events

24.1. Any and all **SSAF** funded **Club** functions are to be held on the Central Coast (Ourimbah) Campus.

24.2. The **Club** is required to submit an article to 'Your News' within one week of the activity's conclusion. Failure to do so will be taken into consideration for any requests of further subsidies.

24.3. A minimum of one event or activity must be conducted per semester

24.4. If an event or activity is not held, justification must be provided to **Yourimbah**.

- 24.5. The Millery is available for **Club** functions. Bookings in advance are required and can be made through the **Yourimbah** Office. A cleaning fee will be levied on the **Club** if the area is not left in a satisfactory state.
- 24.6. **Yourimbah** will not act as an Auspice for functions. An alternate Auspice or arrangement will need to be made by the **Executive Committee**.
- 24.7. Free BBQ hire is available from **Yourimbah** for on-campus use if booked in advance. The **Club** may have access to this free hire a maximum of twice in a semester.
- 24.8. The BBQ must be cleaned after use.
- 24.9. When fundraising with food or beverage items, the **Club** must first consult with and seek approval from **Yourimbah** before proceeding with the activity.
- 24.10. If the activity is approved the **Club** must follow and submit all food safety, risk management and events plan to **Yourimbah** at least seven (7) days before the planned activity (templates to be found on the **Yourimbah** website)

25. Bank account

- 25.1. The **Club** must have a separate bank account.
- 25.2. There must be at least three signatories for the bank account from the **Executive Committee**, one of which must be the **Club** Treasurer.
- 25.3. All incoming funds must be paid straight into that bank account.
- 25.4. If the **Club** is dissolved the bank account must be closed and the funds transferred to **Yourimbah** under the instruction of the **Student Engagement and Events Team**, except in the case of section 25.5.
- 25.5. A **Club** (whose objectives and aims support a registered charity) that dissolves may donate any funds remaining to that registered charity if voted by a majority of the **Executive Committee**.

26. Grants

- 26.1. **Yourimbah** will provide a start-up grant of \$200.00
- 26.2. No grant will be paid to **Clubs** that have already been established for two years or more.
- 26.3. A start up grant may only be paid once to a **Club**.

27. Assets and Expenditure

- 27.1. The assets and income of the **Club**, including subsidies provided by **Yourimbah**, will only be used for the aims and objectives listed in this Constitution and in favour of, and inclusive of, all **General Members** of the **Club**. No portion shall be distributed to the members unless in compensation for payments made on behalf of the **Club**.
- 27.2. The **Executive Committee** must approve all proposed expenditure before any purchases are made. This is done by passing motions at **Executive Committee** Meetings.
- 27.3. All financial transactions require at least two (2) signatures of the three (3) signatories.

28. Transparency

- 28.1. **Yourimbah** is entitled to view the **Club** financial records on request.
- 28.2. The **Club** will cooperate completely if an audit is requested. The audit will be carried out by an independent auditor that will be selected by **Yourimbah** and paid for by the **Club**.

28.3. The **Club** Treasurer will create an Annual Financial Statement to be included in the **Club** Annual Report to **Yourimbah**, and upon request if required.

29. Liability

29.1. All **Office-Bearers** are equally responsible for proper conduct and management of **Club** finances and for ensuring that the **Club** does not accumulate any debt.

29.2. **UON** and/or **Yourimbah** and its departments and divisions are in no way responsible or liable for the **Club** finances and will not cover any losses or debt accumulated by the **Club**.

30. Dissolution

Dissolution of the **Club** will occur in the case that:

30.1. The **Club** membership has requested that the **Club** be dissolved by putting forward a motion with at least 75% of the **General Members** showing that they are in favour of dissolution;

30.2. The **Club** ceases to operate by failing to appoint **Office Bearers**;

30.3. The **Club** endures natural attrition and has not been financially or administratively active for twelve (12) months;

30.4. If the **Club** is dissolved in accordance with section 30.1, the most recent **Executive Committee** must inform **Yourimbah** no later than seven (7) days after the motion to dissolve has passed;

30.5. All surplus funds, property, cash, and assets left after dissolution shall become rightfully owned by **Yourimbah** and must be transferred to **Yourimbah** within twenty-one (21) days of dissolution, except in the case of section 25.5.

31. Executive Committee Handover

31.1. All **Executive Committee** members must ensure a full and detailed handover to new **Executive Committee** members. This knowledge and resource transfer should occur no later than a month following the **AGM**.