

CONSTITUTION OF

THE SPORTS HUB INCORPORATED

Amended at 2005 AGM

Lodged with the Office of Consumer and Business Affairs on

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PART 1 - INTRODUCTION

1. Name

The name of the incorporated association constituted pursuant to this Constitution is THE SPORTS HUB INCORPORATED.

2. Definitions and Interpretation

2.1 In this Constitution:

Act means the Associations Incorporation Act, 1985 (SA);

alumni means any person who is a member of the University of Adelaide Alumni Association Inc. ABN 61 249 878 937 an incorporated association incorporated under the Act;

AUSA means the Adelaide University Sports Association Inc. ABN 92 486 723 757, an incorporated association incorporated under the Act;

AUU means the Adelaide University Union ABN 19 572 381 388, a body corporate continued in existence under the University of Adelaide Act, 1971 (SA);

Chairperson means the Chairperson of The Sports Hub from time to time, elected pursuant to clause 25.1;

claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes claims for death or injury of persons, damage or destruction of property and legal costs on a full indemnity basis;

Committee means the governing body of The Sports Hub constituted under clause 19;

Committee member means a member from time to time of the Committee;

employee means any person who is employed by the University, the AUSA or the AUU;

ex officio Committee member means any Committee member who is appointed to the Committee by reason of the office he or she holds within the University, AUSA or AUU, as the case requires;

financial year means each period of 12 months commencing 1 January, or a lesser period determined by The Sports Hub;

member means a person who is a member of The Sports Hub and includes, unless the context otherwise requires, the parent/guardian of a member, who is a minor;

membership fees means any fees payable by a member pursuant to clause 13 for his or her membership of The Sports Hub;

nominated Committee member means a Committee member who is appointed to the Committee by reason of his or her employment by the University, the AUSA or the AUU, or membership of, the AUSA or the AUU, as the case requires;

objects means the objects of The Sports Hub set out in clause 3.1;

parent/guardian means the parent or guardian (as the case requires) of any person who is a minor at the date of the person's admission as a member;

special general meeting means a general meeting of The Sports Hub other than an annual general meeting; and

student means any person who is enrolled as a student at the University;

The Sports Hub means The Sports Hub Incorporated constituted pursuant to this Constitution;

University means the University of Adelaide; and

vice Chairperson means the vice Chairperson of The Sports Hub from time to time, elected pursuant to clause 25.1.

2.2 In this Constitution, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, a word importing a gender includes each other gender and words denoting individuals include bodies corporate;
- (b) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (c) a references to a member includes a representative of a member;
- (d) headings are for convenience only and do not affect the interpretation of this Constitution;
- (e) a reference to any legislation or to any provision of any legislation includes all legislation, regulations and instruments issued under such legislation or provision and any modification, consolidation, amendment, re-enactment or replacement of such legislation or provision;
- (f) references to clauses and appendices are references to clauses of, and appendices to, this Constitution; and
- (g) terms defined in the Act bear their defined meanings when used in this Constitution.

3. Objects and Powers

3.1 The objects of The Sports Hub are:

- (a) to provide and manage gym facilities for students, employees and alumni;
- (b) to promote and fund any sporting facility owned, leased or used by the University, the AUU, the AUSA and its affiliated sporting clubs;
- (c) to enter into any agreements with any club or association having similar objects; and
- (d) generally to do any such things as may contribute to the attainment of the above objects or any of them.

3.2 The Sports Hub has the powers set out in section 25 of the Act.

PART 2 – MEMBERSHIP

4. Membership Categories and Periods

4.1 The Committee may admit a person as a member if that person qualifies as such under any of the following categories of membership:

- (a) a student member (being a student then enrolled at the University);
- (b) an employee member (being a person then employed by the University, AUSA or AUU);
- (c) an alumni member (being a person then admitted as an alumni of the University); or
- (d) any other category of membership which the Committee from time to time determines is established.

4.2 Subject to clause 4.3, a member's membership is for:

- (a) the period, if any, which the Committee may from time to time determine for any category of membership; or
- (b) if no such determination has been made, for a period from the date that the member became a member of The Sports Hub to the end of the immediately following December.

4.3 A member may renew his or her membership for a further membership period by paying the membership fees for that period prior to expiry of his or her membership.

4.4 The Committee may limit the total number of members or the number of members within any category of membership.

5. Application for Membership

5.1 An application for admission as a member must be:

- (a) made in writing, in the form from time to time prescribed by the Committee;
- (b) accompanied by a duly completed pre-exercise questionnaire, in the form from time to time prescribed by the Committee;
- (c) signed by the applicant or, where the applicant is a minor, the applicant's parent/guardian; and
- (d) lodged with The Sports Hub.

5.2 Each member warrants that:

- (a) the information contained in his or her application form and pre-exercise questionnaire form is true and correct in all respects;
- (b) the member is in good physical condition and able to use The Sports Hub facilities without detriment to his or her health; and
- (c) the member will abide by the Code of Conduct as prescribed by the Committee.

5.3 Where the Committee determines to approve or reject an application for membership, The Sports Hub must, as soon as practicable after that determination, give the applicant notice of that approval or rejection.

6. Membership Cards

6.1 Each member is entitled to a membership card of The Sports Hub.

6.2 A member must use his or her membership card each time the member enters or uses The Sports Hub facilities.

6.3 A member must not lend, or permit any other person to use, the member's membership card.

6.4 The Sports Hub reserves the right to charge a member a fee (determined from time to time by the Committee) for the replacement of a lost membership card.

7. Suspension of Membership

7.1 A member who has a remaining period of membership of more than 1 month may apply to the Committee to have his or her membership suspended for a maximum period of 6 months on any of the following grounds:

- (a) medical incapacity for a continuous period of not less than 1 month; or

- (b) unforeseen absence from Adelaide for a period of not less than 3 months due to work or academic commitments or exceptional circumstances deemed acceptable by the Committee.

7.2 An application for suspension of membership must:

- (a) be in writing;
- (b) specify the grounds, referred to in clause 7.1, on which it is made;
- (c) provide evidence of the existence of those grounds; and
- (d) specify the period for which suspension is sought, being a period of not less than 1 and not more than 6 months.

7.3 The Committee:

- (a) may in its absolute discretion accept or refuse an application for suspension of membership;
- (b) need not give any reasons for its decision; and
- (c) must promptly notify the relevant member of its decision.

8. Cessation of Membership

8.1 A person ceases to be a member of The Sports Hub if:

- (a) the person's period of membership expires and he or she has not renewed that membership in accordance with clause 4.3;
- (b) the person resigns that membership;
- (c) the person fails to pay any membership fees or other amount payable by the person to The Sports Hub within 30 days after it has become due and payable and does not remedy that failure within 30 days of written notice from The Sports Hub requiring the person to do so;
- (d) the person is an insolvent under administration;
- (e) the person is precluded from being a member of The Sports Hub pursuant to the provisions of the Act;
- (f) the person is convicted of an indictable offence or any offence involving fraud or dishonesty punishable on conviction by imprisonment of not less than 3 months and The Sports Hub has given the person notice that it requires the person to cease being a member of The Sports Hub;

- (g) the person is expelled as a member by the Committee for a breach or breaches of the Conduct of Conduct agreement; or
 - (h) the person ceases to be qualified as a member in any relevant membership category.
- 8.2 A person does not cease to be a member of The Sports Hub if, at any time during the person's period of membership:
- (a) the person ceases to be qualified as a member in the membership category under which the person is admitted as a member; and
 - (b) the person qualifies as a member in a different membership category.
- 8.3 In the circumstances referred to in clause 8.2:
- (a) the relevant member must promptly notify The Sports Hub in writing of the membership categories for which the member has ceased, and continues, to be qualified;
 - (b) the relevant member's period of membership is not affected by the change in the category of membership of the member; and
 - (c) the relevant member's membership fees are not affected by the change in the category of membership of the member.
- 8.4 Cessation of membership does not relieve a member of his or her liabilities to The Sports Hub.

9. Rights and Obligations of Members

- 9.1 A member must be a natural person.
- 9.2 A member does not acquire any right, title or interest in any real or personal property of The Sports Hub.
- 9.3 Subject to clause 9.4, a member is entitled to attend, take part in all discussions and vote at any general meeting of The Sports Hub.
- 9.4 Clause 9.3 does not apply to a member who is in default of the payment of any membership fees or other amount payable by the member to The Sports Hub.
- 9.5 The Sports Hub may:
- (a) add to or change the facilities of The Sports Hub from time to time;
 - (b) withdraw all or any part of the facilities from use for any period and at any time for any purpose; and

- (c) determine and from time to time vary the opening and closing times of the facilities.

9.6 Each member:

- (a) is responsible for monitoring his or her own physical condition and the physical activity undertaken by him or her at The Sports Hub; and
- (b) must, if any unusual symptoms or discomfort occur during the undertaking of any physical activity at The Sports Hub immediately:
 - (i) stop the activity; and
 - (ii) notify an appropriate The Sports Hub employee.

9.7 Each member must:

- (a) immediately notify The Sports Hub of any change in the member's physical or medical condition;
- (b) if this occurs, complete a new pre-exercise questionnaire form; and
- (c) provide at the member's expense to The Sports Hub such medical information from the member's medical practitioner as is from time to time reasonably requested by The Sports Hub,

and the member may not use The Sports Hub facilities until he or she has complied with the provisions of this clause.

9.8 Each member:

- (a) warrants that all information given by the member to The Sports Hub in relation to the member's physical and/or medical condition at any time is accurate and complete in all respects; and
- (b) understands that The Sports Hub will be relying on such information in carrying out any assessment of the member and allowing the member to use The Sports Hub facilities.

10. Entitlements not Transferable

A right, privilege or obligation which a member has by reason of being a member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) subject to clause 8.3, terminates upon cessation of the member's membership.

11. Resignation

- 11.1 A member is not entitled to resign as a member except in accordance with this clause 11.
- 11.2 A member who has paid all amounts payable by the member to The Sports Hub in respect of the member's membership may resign as a member by giving a written notice (being not less than 1 month or such other period as the Committee may determine) to the Chairperson and, upon the expiration of the period of notice, the member ceases to be a member.
- 11.3 Notwithstanding clause 11.2, the Committee may in its sole and absolute discretion make an ex gratia payment of the whole or a portion of the membership fees of a member who ceases to be a member, if:
- (a) the former member applies in writing to the Committee for such a payment within 1 month of ceasing to be a member; and
 - (b) the Committee is satisfied that there are exceptional circumstances surrounding the former member's resignation.
- 11.4 Where a member ceases to be a member, the Chairperson must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

12. Register of Members

- 12.1 The Chairperson must establish and maintain a register of members specifying the name, address and category of membership of each member and the date on which the member became a member.
- 12.2 The register of members must be kept at the principal place of administration of The Sports Hub.

13. Membership Fees

- 13.1 A member must pay membership fees:
- (a) in such amounts;
 - (b) in respect of such periods of membership; and
 - (c) at such times,
- as the Committee from time to time determines.
- 13.2 Membership fees may differ in relation to any of the matters referred to in clauses 13.1(a), (b) and (c) for different categories of membership.

- 13.3 The Committee may raise other funds from members for any purposes of The Sports Hub on such basis as is determined by the Committee from time to time.
- 13.4 Membership fees are due and payable for any category of membership at the times determined by the Committee pursuant to clause 13.1.
- 13.5 All membership fees and other amounts payable by a member to The Sports Hub are inclusive of GST.
- 13.6 During any period of suspension of a member's membership:
- (a) pursuant to clause 7, a member's liability to pay membership fees is also suspended and if a member has paid his or her membership fees for his or her period of suspension he or she is entitled to a pro rata refund of those membership fees; and
 - (b) pursuant to clause 16.1(d), the member's liability to pay membership fees is not suspended.

14. Members' Liabilities

The liability of a member to contribute towards the payment of the debts and liabilities of The Sports Hub or the cost, charges and expenses of the winding up of The Sports Hub is limited to the amount, if any, unpaid by the member in respect of the member's membership.

15. Resolution of Internal Disputes

- 15.1 Except for cases where clauses 16 and 17 apply, disputes between members (in their capacity as members), and disputes between members and The Sports Hub, are to be referred for determination to an independent expert nominated by the President for the time being of the Law Society of South Australia Inc or that person's nominee.
- 15.2 The expert acts as an expert and not as an arbitrator, the decision of the expert is final and binding on the members and The Sports Hub and the expert's costs are to be borne as the expert directs.

16. Disciplining of Members

- 16.1 Where the Committee is of the opinion that a member:
- (a) has refused or neglected to comply with any provision of this Constitution; or
 - (b) has wilfully acted in a manner prejudicial to the interests of The Sports Hub,
- the Committee may, by resolution but subject to compliance with the provisions of clauses 16.2 to 16.5:

- (c) expel the member from The Sports Hub; or
- (d) suspend the member from membership for a specified period.

The Chairperson and/or the Executive Officer of the AUSA are empowered to act on behalf of the Committee to immediately suspend membership of a member in accordance with Clause 8 prior to the convening of an emergency Committee meeting.

- 16.2 Where the Committee passes a resolution under clause 16.1, the Chairperson must, as soon as practicable, cause a notice in writing to be served on the member:
- (a) setting out the resolution of the Committee and the grounds on which it is based;
 - (b) stating that the member may address the Committee at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
 - (c) stating the date, place and time of that meeting; and
 - (d) informing the member that the member may do either or both of the following:
 - (i) attend and speak at that meeting; and/or
 - (ii) submit to the Committee at or prior to the date of that meeting written representations relating to the resolution.
- 16.3 At a meeting of the Committee held as referred to in clause 16.2 the Committee must:
- (a) give to the member an opportunity to make oral representations;
 - (b) give due consideration to any written representations submitted to the Committee by the member at or prior to the meeting; and
 - (c) by resolution determine whether to confirm or to revoke the resolution to expel or suspend the member.
- 16.4 Where the Committee confirms a resolution under clause 16.3, the Chairperson must, within 7 days after that confirmation, by written notice inform the member of the fact and of the member's right of appeal under clause 16.
- 16.5 A resolution confirmed by the Committee under clause 16.3 does not take effect:
- (a) until the expiration of the period within which the member is entitled to appeal against the resolution, where the member does not exercise the right of appeal within that period; or
 - (b) where within that period the member exercises the right of appeal, unless and until the resolution is confirmed by a special resolution passed in a general meeting of The Sports Hub, pursuant to clause 17.4.

17. Right of Appeal of Disciplined Member

- 17.1 A member may appeal to The Sports Hub in special general meeting against a resolution of the Committee which is confirmed under clause 16.3, within 7 days after notice of the resolution is served on the member by lodging with the Chairperson a notice to that effect.
- 17.2 Upon receipt of a notice from a member under clause 17.1, the Chairperson must notify the Committee which must convene a special general meeting of The Sports Hub to be held within 21 days after the date on which the Chairperson received the notice.
- 17.3 At a special general meeting of The Sports Hub convened under clause 17.2:
- (a) no business other than the question of the appeal may be transacted;
 - (b) the Committee and the member must be given the opportunity to state their respective cases orally or in writing, or both; and
 - (c) the members present will vote by secret ballot on the question of whether the resolution to expel or suspend the member should be confirmed or revoked.
- 17.4 If at the special general meeting a special resolution is passed in favour of the confirmation of the resolution to expel or suspend the member, the resolution is confirmed.

PART 3 - COMMITTEE

18. Powers of Committee

- 18.1 Subject to the Act, this Constitution and to any resolution passed by The Sports Hub in general meeting, the Committee:
- (a) controls and manages the affairs of The Sports Hub;
 - (b) may exercise all such functions as may be exercised by The Sports Hub other than those functions that are required by this Constitution to be exercised by a general meeting of members; and
 - (c) has power to perform all acts and do all things as appear to the Committee to be necessary or desirable for the proper management of the affairs of The Sports Hub.
- 18.2 The Committee may make, amend, repeal and replace rules which are not inconsistent with this Constitution for the more effective management of the affairs of The Sports Hub.
- 18.3 Any rules of the Committee pursuant to clause 18.2 bind The Sports Hub and all members.

19. Constitution and Membership

- 19.1 The Committee will initially consist of the following voting members appointed by nomination within 14 days of the incorporation of The Sports Hub and thereafter will consist of the following persons appointed at each annual general meeting of The Sports Hub:
- (a) 2 nominees of the AUU nominated by the AUU by written notice to The Sports Hub within 14 days of the incorporation of The Sports Hub and not less than 28 days prior to each annual general meeting of The Sports Hub, being:
 - (i) the President for the time being of the AUU or his or her nominee, being an employee or member of the AUU; and
 - (ii) the Chief Executive Officer for the time of the AUU or his or her nominee, being an employee or member of the AUU.
 - (b) 2 nominees of the AUSA nominated by AUSA by written notice to The Sports Hub within 14 days of the incorporation of The Sports Hub and not less than 28 days prior to each annual general meeting of The Sports Hub, being:
 - (i) the Executive Officer for the time being of the AUSA or his or her nominee, being an employee of the AUU or member of the AUSA; and
 - (ii) the President of the AUSA or the President's nominee.
 - (c) a nominee of the University nominated by the University by written notice to The Sports Hub within 14 days of the incorporation of The Sports Hub and not less than 28 days prior to each annual general meeting of The Sports Hub, being the Executive Director of Student and Staff Services of the University or his or her nominee, being an employee of the University; and
 - (d) during any period that The Sports Hub is indebted to the University for moneys lent and advanced by the University to The Sports Hub, a nominee of the University nominated by the University by written notice given to The Sports Hub within 14 days of that indebtedness arising and not less than 28 days prior to each annual general meeting of The Sports Hub during the period of that indebtedness being the Executive Director of Finance and Infrastructure of the University or his or her nominee, being an employee of the University.
- 19.2 At each annual general meeting all Committee members must retire.
- 19.3 A Committee member may appoint, remove and replace an alternate. Notice of the appointment, removal or replacement must be given to the Chairperson.
- 19.4 The Committee members may be paid such remuneration, if any, as is determined from time to time by The Sports Hub in general meeting.
- 19.5 A Committee member or an alternate is not required to be a member of The Sports Hub.

20. Casual Vacancies

20.1 A casual vacancy in the office of a Committee member occurs if:

- (a) the Committee member becomes an insolvent under administration or is otherwise precluded from being a member of the committee of an incorporated association pursuant to the provisions of the Act;
- (b) the Committee member resigns office by written notice given to the Chairperson;
- (c) the Committee member is removed from office under clause 21;
- (d) the Committee member is absent without the consent of the Committee from 3 consecutive meetings of the Committee;
- (e) in the case of a nominated Committee member, the Committee member ceases to be employed by the University, the AUSA or the AUU, or to be a member of, the AUSA or the AUU, as the case requires.

20.2 In the event of a casual vacancy occurring in the office of a Committee member:

- (a) the party (being the University, the AUSA or the AUU) who nominated the Committee member in respect of whom the casual vacancy has occurred, may, subject to this Constitution and the Act, fill the vacancy by notice of appointment of a person who meets the relevant criteria in clause 19.1 for appointment as a Committee member, given to the Chairperson within 30 days of the casual vacancy occurring; or
- (b) failing the vacancy being filled pursuant to clause 20.2(a), the Committee may, subject to the Act, appoint either:
 - (i) a person who meets the relevant criteria in clause 19.1 for appointment as a Committee member; or
 - (ii) a member of The Sports Hub,

to fill the vacancy and the person so appointed holds office, subject to this Constitution, until the annual general meeting next following the date of the appointment.

21. Removal of Committee Member

21.1 The Sports Hub in general meeting may by resolution of absolute majority:

- (a) remove any Committee member from office before the expiration of the Committee member's term of office; and

- (b) appoint another person to hold office until the expiration of the term of office of that Committee member (who meets the relevant criteria for appointment in clause 19.1 of the Committee member so removed).

- 21.2 A Committee member to whom a proposed resolution referred to in clause 21.1 relates may make representations in writing to the Chairperson (not exceeding a reasonable length) and request that the representations be notified to the members.
- 21.3 If a Committee member makes representations, the Chairperson may send a copy of the representations to each member or, if the representations are not so sent, the Committee member is entitled to require that the representations be read out at the general meeting at which the resolution for removal of the Committee member from office is considered.

22. Meetings and Quorum

- 22.1 The Committee may meet together for the dispatch of its business, adjourn and otherwise regulate its meetings as it thinks fit.
- 22.2 Additional meetings of the Committee may be convened by any Committee member.
- 22.3 Written notice of a meeting of the Committee must be given by the Chairperson to each member of the Committee at least 24 hours (or such other period as may be unanimously agreed upon by the members of the Committee) before the time appointed for the holding of the meeting except in cases of emergency, when no particular length of notice is required.
- 22.4 1 Committee member nominated by each of the AUU, AUSA and the University or their respective alternates constitute a quorum for the transaction of business of a meeting of the Committee.
- 22.5 No business is to be transacted by the Committee unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- 22.6 Any 4 Committee members or their respective alternates constitute a quorum for the transaction of business of an adjourned meeting.
- 22.7 If at an adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is dissolved.
- 22.8 At a meeting of the Committee:
 - (a) the Chairperson or, in the Chairperson's absence, the vice-Chairperson, presides; or
 - (b) if the Chairperson and the vice-Chairperson are both absent or unwilling to act, such one of the remaining members of the Committee as may be chosen by the members present at the meeting presides.

- 22.9 A decision in which a majority of Committee members concurs and of which not less than 24 hours written notice has been given to all Committee members is a resolution of the Committee notwithstanding that it is not made at a meeting of the members of the Committee.

23. Delegation by Committee to Another Sub-Committee

- 23.1 The Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the Committee and/or The Sports Hub as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument other than:
- (a) this power of delegation; and
 - (b) a function which is a duty imposed on the Committee by the Act or by any other law.
- 23.2 A function, the exercise of which has been delegated to a sub-committee under this clause 23, may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- 23.3 A delegation under this clause 23 may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, as may be specified in the instrument of delegation.
- 23.4 Notwithstanding any delegation under this clause 23, the Committee may continue to exercise any function delegated.
- 23.5 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause 23 has the same force and effect as it would have if it had been done or suffered by the Committee.
- 23.6 The Committee may, by instrument in writing, revoke wholly or in part any delegation under this clause 23.
- 23.7 A sub-committee may meet and adjourn as it thinks proper.

24. Voting and Decisions

- 24.1 Questions arising at a meeting of the Committee or of any sub-committee appointed by the Committee are to be determined by a simple majority of the votes of Committee members or sub-committee members present at the meeting.
- 24.2 Each Committee member present at a meeting of the Committee or sub-committee member present at a meeting of any sub-committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote and, in the event of an equality of votes on any question, the person presiding does not have a second or casting vote.

- 24.3 The Committee and any sub-committee may act notwithstanding any vacancy on the Committee or the relevant sub-committee.
- 24.4 Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a sub-committee appointed by the Committee, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Committee member or sub-committee member.
- 24.5 Conflict of Interest: A Committee member who has any direct or indirect pecuniary interest in a contract or proposed contract with The Sports Hub:
- (a) must as soon as he or she becomes aware of his or her interest disclose the nature and extent of his or her interest to the Committee;
 - (b) must disclose the nature and extent of his or her interest in the contract at the next annual general meeting of The Sports Hub;
 - (c) must not take part in any decision of the Committee with respect to that contract; and
 - (d) may subject to complying with clauses 24.5(a), 24.5(b) and 24.5(c), take part in any deliberations with respect to that contract.

25. Chairperson and vice Chairperson

- 25.1 At the first meeting of the Committee held after:
- (a) each annual general meeting of The Sports Hub, the Committee must elect from the Committee members a Chairperson and a vice Chairperson;
 - (b) any casual vacancy arising in the office of the Chairperson or the vice Chairperson, the Committee must fill the vacancy from the Committee members and may in like manner at the same or a subsequent meeting fill any further vacancy in the office of the vice Chairperson arising from filling a vacancy in the office of Chairperson.
- 25.2 Any person elected as the Chairperson or the vice Chairperson under clause 25.1 holds office until successors are elected unless sooner ceasing to be a Committee member for whatever reason.
- 25.3 The Chairperson is responsible for keeping minutes or a record in books kept for these purposes of:
- (a) all appointments of office-bearers of The Sports Hub and Committee members;
 - (b) the names of Committee members present at a Committee meeting and of members present at a general meeting;
 - (c) all proceedings at Committee meetings and general meetings; and
 - (d) all resolutions passed by the Committee or at a general meeting.

25.4 Minutes of proceedings at a Committee or general meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

26. Treasurer, Public Officer, Auditor

26.1 The Committee must ensure that at all times a person(s) who is either a Committee member(s) or a member(s), is appointed to the offices of treasurer and public officer of The Sports Hub.

26.2 If at any time The Sports Hub is a prescribed association, the Committee must ensure that an auditor of The Sports Hub is appointed.

26.3 The treasurer of The Sports Hub must ensure that:

- (a) all money due to The Sports Hub is collected and received and that all payments authorised by The Sports Hub are made; and
- (b) correct books and accounts are kept showing the financial affairs of The Sports Hub including full details of all receipts and expenditure connected with the activities of The Sports Hub.

26.4 The public officer of The Sports Hub must perform the duties of a public officer under the *Income Tax Assessment Act, 1936*.

26.5 The public officer must be a person of or over 18 years who is resident in South Australia.

PART 4 - GENERAL MEETINGS

27. Annual General Meetings – Holding of

27.1 Subject to clause 27.2, The Sports Hub must, at least once in each calendar year and within the period of 5 months after the expiration of each financial year of The Sports Hub, convene an annual general meeting of its members.

27.2 The Sports Hub may hold its first annual general meeting at any time within the period of 18 months after its incorporation.

28. Annual General Meetings – Calling of and Business at

28.1 The annual general meeting of The Sports Hub must, subject to the Act and clause 27, be convened on such date and at such place and time as the Committee thinks fit.

28.2 In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is:

- (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
- (b) to receive from the Committee reports upon the activities of The Sports Hub during that least preceding financial year;
- (c) to appoint Committee members;
- (d) if The Sports Hub is a prescribed association (as defined in the Act), to receive, consider and approve the documents referred to in section 35(6) of the Act; and
- (e) to determine the remuneration, if any, to be paid to all or any of the Committee members.

28.3 An annual general meeting must be specified as such in the notice convening it.

29. Special General Meetings – Calling of

29.1 The Committee may, whenever it thinks fit, convene a special general meeting of The Sports Hub.

29.2 The Committee must, on the requisition in writing of not less than 10% of the total number of members, convene a special general meeting of The Sports Hub.

29.3 A requisition of members for a special general meeting:

- (a) must state the purpose or purposes of the meeting;
- (b) must be signed by the members making the requisitions;
- (c) must be lodged with the Chairperson; and
- (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

29.4 If the Committee fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the Chairperson, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.

29.5 A special general meeting convened by a member or members as referred to in clause 29.4 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Committee and any member who thereby incurs expense is entitled to be reimbursed by The Sports Hub for that expense.

30. Notice

30.1 Except where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of The Sports Hub, the Chairperson must, at least 14 days

before the date fixed for the holding of the general meeting, notify members by way of notices placed visibly in The Sports Hub and on appropriate notice boards on campus and by electronic mail, if deemed appropriate, specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

- 30.2 Where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of The Sports Hub, the Chairperson must, at least 21 days before the date fixed for the holding of the general meeting, notify members in the manner provided in clause 30.1 specifying, in addition to the matter required under clause 30.1, the intention to propose the resolution as a special resolution.
- 30.3 No business other than that specified in the notice convening a general meeting may be transacted at the meeting except in the case of an annual general meeting, business which may be transacted pursuant to clause 28.2.

31. Procedure

- 31.1 No item of business may be transacted at a general meeting unless a quorum of members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- 31.2 5 members present in person (being members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of general meeting.
- 31.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members is dissolved and in any other case stands adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- 31.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than 3) constitute a quorum, otherwise the meeting is dissolved.

32. Presiding Member

- 32.1 The Chairperson or, in the Chairperson's absence, the vice Chairperson or Committee member, must preside as chairperson at each general meeting of The Sports Hub.

33. Adjournment

- 33.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting and entitled under the Constitution to vote, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 33.2 Where a general meeting is adjourned for 14 days or more, the Chairperson must give written or oral notice of the adjourned meeting to each member of The Sports Hub stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 33.3 Except as provided in clauses 33.1 and 33.2, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

34. Making of Decision

- 34.1 A question arising at a general meeting of The Sports Hub is determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a simple resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of The Sports Hub, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that simple resolution.
- 34.2 At a general meeting of The Sports Hub, a poll may be demanded by the chairperson or by not less than 5 members entitled under this Constitution to vote present in person or by representative or proxy at the meeting.
- 34.3 Where a poll is demanded at a general meeting, the poll must be taken:
- (a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
 - (b) in any other case in such manner and at such time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter is deemed to be the resolution of the meeting on that matter.

35. Special Resolution

A resolution of The Sports Hub is a special resolution if it is passed by a majority which comprises not less than three-quarters of such members of The Sports Hub as, being entitled under this Constitution to do so, vote in person or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as special resolution was given to all members of The Sports Hub in accordance with this Constitution.

36. Voting

- 36.1 Upon a poll or ballot a member or the proxy of that member is entitled to exercise 1 vote.
- 36.2 A member is not entitled to vote at any general meeting of The Sports Hub unless all money due and payable by the member to The Sports Hub has been paid, other than the amount of the annual subscriptions payable in respect of the then current year.

PART 5 - GENERAL**37. Funds - Source**

- 37.1 The funds of The Sports Hub must be derived from members' fees, donations and, subject to any resolution passed by The Sports Hub in general meeting, such other sources as the Committee determines.
- 37.2 All money received by The Sports Hub must be deposited as soon as practicable and without deduction to the credit of The Sports Hub's bank account.

38. Funds - Management

- 38.1 Subject to any resolution passed by The Sports Hub in general meeting, the income and property of The Sports Hub must be used in pursuance of the objects of The Sports Hub in such manner as the Committee determines.
- 38.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed:
- (a) by the Chairperson or a Committee member, authorised to do so by the Committee, where for an amount of not more than \$2,000; and
 - (b) any two (2) of the Chairperson and a Committee member, authorised to do so by the Committee, where for an amount of more than \$2,000.
- 38.3 Subject to clause 39.4, no portion of the income or property of The Sports Hub must be paid or transferred directly or indirectly to members or relatives of members.
- 38.4 Nothing in clause 39.3 prevents the payment in good faith of remuneration to any officer or employee of The Sports Hub or to any member for any services actually rendered to The Sports Hub or reasonable and proper rental for premises let or price for goods or property sold, by any member to The Sports Hub.

39. Contracts

- 39.1 All contracts entered into on behalf of The Sports Hub must be signed by the Chairperson and, in that person's absence, any other Committee member or any other person duly authorised by the Committee.

40. Alteration of Objects and Rules

This Constitution may be altered, rescinded or added to only by a special resolution of The Sports Hub.

41. Records

- 41.1 The Sports Hub must keep such accounting records as correctly record and explain the transactions of The Sports Hub and its financial position.
- 41.2 Except as otherwise provided by this Constitution, the public officer must keep in his or her custody or under his or her control all records, books and other documents relating to The Sports Hub.

42. Service of Notices

- 42.1 For the purpose of this Constitution, a notice may be served by or on behalf of The Sports Hub upon any member either personally or by sending it by post to the member at the member's address shown in the register of members.
- 42.2 Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document is, unless the contrary is proved, deemed for the purposes of this Constitution to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.

43. Indemnities

- 43.1 The Sports Hub indemnifies each officer and auditor of The Sports Hub against any liability incurred by him or her in defending any proceedings:
- (a) whether civil or criminal;
 - (b) in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to The Sports Hub; and
 - (c) in which judgment is given in his or her favour or in which he or she is acquitted.
- 43.2 To the extent permitted by law, each member (*Indemnifying Member*) is responsible for and indemnifies:

- (a) The Sports Hub and its officers and employees, (***The Sports Hub Indemnified Persons***) from and against any and all claims suffered or incurred by or made or brought against the Indemnifying Member, to the extent arising from or out of:
 - (i) any act or omission (other than for any wilful or grossly negligent act or omission) of any The Sports Hub Indemnified Person; and
 - (ii) any act or omission (including, without limitation, any wilful or grossly negligent act or omission) of any other member; and
- (b) The Sports Hub and its officers, employees, agents and contractors (***The Sports Hub Indemnified Persons***) from and against any and all claims suffered or incurred by or made or brought against any The Sports Hub Indemnified Person, to the extent arising from or out of:
 - (i) any act or omission (including, without limitation, any wilful or grossly negligent act or omission) of that Indemnifying Member; and
 - (ii) any breach of this Constitution by that Indemnifying Member.

44. Winding Up

- 44.1 The Sports Hub may be dissolved or wound up by a special resolution of members at a general meeting of The Sports Hub.
- 44.2 If in the dissolution or winding up of The Sports Hub there remains after the satisfaction of all its debts and liabilities any income or property whatever they must by special resolution of members at a general meeting of The Sports Hub be transferred to:
 - (a) an association, corporation or institution having objects wholly or in part similar to the objects of the Association; or
 - (b) a charitable organisation authorised under the *Collections for Charitable Purpose Act* 1939 (SA),

which in either case prohibits the distribution of income and property amongst members to an extent at least as great as is imposed on The Sports Hub under clause 39, provided that no funds or property shall be distributed to members or their relatives.