

**CONSTITUTION OF NEWCASTLE UNIVERSITY SPORT  
A COMPANY LIMITED BY GUARANTEE  
ACN 096 090 372**

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**1. DICTIONARY**

In this Constitution the following words have the following meaning unless the context specifically requires otherwise:

- 1.1 **Annual General Meeting** means the annual general meeting of NU sport.
- 1.2 **Board** means the NU sport directors.
- 1.3 **Board Term** means, in respect of a Director, the period from the date of the first Board meeting immediately after the Annual General Meeting of the year in which the Director is appointed until the date of the Board meeting immediately after the Annual General Meeting in the calendar year three (3) years thereafter.
- 1.4 Not used.
- 1.5 Not used.
- 1.6 **Chair** means Chair of the Board appointed under Clause 23.7
- 1.7 **Conjoint Academic** means a person appointed as a Conjoint Academic by the University, and includes Honorary Associates and Emeritus Professors.
- 1.8 **Constitution** means the constitution of NU sport as modified or repealed from time to time.
- 1.9 **Constituent Club** means an amateur sports and physical recreation club, whether incorporated or unincorporated that is approved by the Board to affiliate with NU sport and all of whose members are Members of NU sport.
- 1.10 **Council** means the Council of the University of Newcastle.
- 1.11 **Deputy Chair** means Deputy Chair of the Board appointed under Clause 23.7.
- 1.12 **Director** means a director of NU sport appointed in accordance with clause 23.3
- 1.13 **General Meeting** means a general meeting of NU sport and includes an Annual General Meeting.
- 1.14 **Graduates** means those persons who are graduates of the University of Newcastle.
- 1.15 **Member** means a member of NU sport in accordance with clause 9 and clause 10.
- 1.16 **Noticeboard** means the official noticeboard of NU sport which will be located at a venue determined by the Board from time to time.
- 1.17 **NU sport** means Newcastle University Sport.
- 1.18 **Regulations** means the regulations made from time to time by the Board.

- 1.19 **Secretary** means the company secretary of NU sport appointed by the Board under Clause 23.8.
- 1.20 **Special Resolution** means a resolution passed at any meeting of NU sport of which due notice has been given and which has been passed by a three quarter (3/4) majority of those present and entitled to vote.
- 1.21 **Staff** means people deemed to be staff by the University.
- 1.22 **Standing Orders** means the orders made from time to time by the Board.
- 1.23 **Student** means a person enrolled in a program at the University of Newcastle.
- 1.24 **University** means the body corporate established as University of Newcastle under the *University of Newcastle Act, 1989*.
- 1.25 **Vice-Chancellor** means the Vice-Chancellor and President of the University.
- 1.26 **Voting Members** are Ordinary Members and Honorary Life Members.
- 1.27 **Year** means a twelve (12) month period from 1 March.
- 1.28 Any reference to a statutory provision means reference to the statutory provision as modified or re-enacted.
- 1.29 This Constitution is subject to the *Corporations Act 2001*.
- 1.30 If there is any term defined in any law, then that term has that meaning in the Constitution.
- 1.31 These rules apply to the exclusion of any replaceable rule imposed by the *Corporations Act 2001*. If there is any inconsistency between these rules and any replaceable rule imposed by the *Corporations Act 2001*, then these rules will prevail.

## **2. NAME**

- 2.1 The name of the company is Newcastle University Sport.

## **3. OBJECTS OF NUSPORT**

- 3.1 The objects of NU Sport are to initiate, develop, operate and maintain sporting and recreational services, facilities and relationships for and in support of students, staff, the University and its communities, with particular reference to:

### 3.1.1 Participation, Community Engagement and Athlete Development:

- (a) To encourage and provide opportunities for participation at all levels in sporting and recreational activities.
- (b) To encourage and assist Members to form, operate and develop sporting and recreational clubs affiliated with NU Sport.
- (c) To encourage and assist Members to interact with the broader community in sporting and recreational activities.
- (d) To promote and provide opportunities to assist Members to achieve their full potential in their chosen sport.
- (e) To promote and provide opportunities to assist Members to represent the University in regional, state, national and international competition in their chosen sport.
- (f) To promote and provide opportunities to assist Members to represent the University in competition against students from other universities in Australia and overseas.

### 3.1.2 Education and Health Promotion:

- (a) To demonstrate and promote the value of a healthy lifestyle as an integral part of personal development.
- (b) To support the programs of teaching and research undertaken by the University.
- (c) To encourage and assist Members to undertake training and to acquire skills in support of their sporting and recreational interests.
- (d) To build strong alliances with allied health services leading to a holistic approach to health.

### 3.1.3 Activities:

- (a) To provide sport, exercise and recreational programs and activities of interest to Members and the broader community.
- (b) To introduce innovative and progressive programs to expand the activities of Members.
- (c) To promote healthy physical development of Members and the broader community.

3.1.4 Facilities:

- (a) To provide the best practice health, sporting and recreational facilities and equipment commensurate with the resources of the organisation.
- (b) To implement environmentally friendly systems and practices.
- (c) To ensure ongoing affordable access to all facilities and equipment for Students.
- (d) To make health, sporting and recreational facilities and equipment available for special events when and where opportunities arise and in consideration of the needs of Members.

3.1.5 Communication and Management:

- (a) To assist the University in its recruitment of Students and Staff through the promotion and publicity of sporting, health and recreational facilities and services available to the University community.
- (b) To record, develop and promote the history and traditions of sport at the University.
- (c) To provide and maintain an independent organisational and business unit to implement the Objects of NU sport.
- (d) To invest in the development of our staff.
- (e) To conduct its operations in a self sufficient manner.
- (f) To facilitate cross subsidisations within the organisation to support less financially viable operations for the greater benefit of Members.
- (g) To apply any operating surpluses to NU sport for purposes of expansion of the range of services, facilities and equipment provided for Members, and to maximise these returns within the constraints of its other goals.

## **4. LIABILITY OF MEMBERS**

4.1 The liability of Members is limited.

4.2 A Member must contribute to the assets of NU sport, if it is wound up while that Member is a Member, or within one year afterwards for:

4.2.1 payment of the debts and liabilities of NU sport contracted before the time when the Member ceased to be a Member; and

4.2.2 the costs, charges and expenses of winding up NU sport.

4.3 The liability of a Member of NU sport to contribute towards the payment of the debts and liabilities of NU sport or the costs, charges and expenses of the winding up of NU sport is limited to:

4.3.1 the amount of any unpaid Membership fees; and

4.3.2 a sum not exceeding one Australian dollar (\$1.00).

## **5. POWERS OF NUSPORT**

- 5.1 NUsport has all the powers of a natural person but its powers must only be used in the pursuit of its objects.
- 5.2 Without limiting the above, the powers of NUsport include:
- 5.2.1 generally to organise and direct such activities as may be deemed appropriate for giving expression to the interests of the Members, or for carrying out any of the objects of NUsport;
  - 5.2.2 to acquire and dispose of property, to expend monies and to invest monies in trustee investments and permanent building societies, to borrow on the assets and on the security of future revenue, to enter into contracts and generally to have the control of the affairs, concerns and property of NUsport except that where the Board seeks to:
    - (a) borrow more than five hundred thousand Australian dollars (\$500,000);
    - (b) purchase any freehold interest in land or buildings with a purchase price of more than five hundred thousand Australian dollars (\$500,000);
    - (c) enter into any lease of land or buildings which imposes an obligation on NUsport to pay more than two hundred thousand Australian dollars (\$200,000) each year; or
    - (d) enter into any contract, other than for the conduct of the NUsport's normal campus operations, which imposes an obligation on NUsport to pay more than two hundred thousand Australian dollars (\$200,000) each year;will require the written approval of Council.
  - 5.2.3 subject to the provisions of 5.2.2 (a) to (d) above, to acquire, deal with, manage, lease, license, hire and/or dispose of real and personal property and equipment for the benefit and advancement of and to provide welfare services for the Members;
  - 5.2.4 to engage, employ and dismiss employees of NUsport;
  - 5.2.5 to appoint trustees of property of NUsport and to invest any property in such trustees or replacement trustees;
  - 5.2.6 to affiliate with any society, association or organisation with like objects;
  - 5.2.7 to enter into agreements and understandings with the University or other bodies relating to any buildings or property used by or under the management and control of NUsport;
  - 5.2.8 subject to the written approval of Council, to promote any company or companies for the purpose of acquiring or taking over all or any of the property, rights and liabilities of NUsport, or for any other purpose which may seem directly or indirectly calculated to benefit NUsport provided always that the constitution of such other company or companies prohibits the diversion of its property or income amongst its Members and has for its objects and powers, the objects and powers of NUsport as set forth in this Constitution.

## **6. NON-PROFIT COMPANY**

- 6.1 The income and property of NUsport must be applied solely towards the promotion of the objects of NUsport as set forth in this Constitution.
- 6.2 No income or property of NUsport may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to any Member of NUsport except:
- 6.2.1 remuneration to any Member employed by NUsport in return for services actually rendered to NUsport;
  - 6.2.2 payment to a Member in return for goods or services supplied to NUsport in the ordinary course of business;
  - 6.2.3 interest (at a rate not exceeding interest at the rate for the time being charged by NUsport's Bank for overdrawn accounts on money lent) on money borrowed by NUsport from a Member; or
  - 6.2.4 reasonable rent for premises let by any Member to NUsport.

## **7. PAYMENT TO DIRECTORS**

- 7.1 NUsport may pay reasonable fees to a Director for acting in their capacity as a Director.
- 7.2 NUsport may also:
- 7.2.1 pay a Director for work they do for NUsport, other than in their capacity as a Director, if the amount is no more than a reasonable fee for the work done, or
  - 7.2.2 reimburse a Director for expenses properly incurred by the Director in connection with the affairs of NUsport.
- 7.3 Any payment made under clause 7.1 must:
- 7.3.1 be approved by the Board; and
  - 7.3.2 be in furtherance of NUsport's objects under clause 3;
- 7.4 NUsport may pay premiums for insurance indemnifying a Director, as allowed for by law (including the *Corporations Act 2001*) and this Constitution.

## **8. CATEGORIES OF MEMBERS**

- 8.1 Membership of NUsport will be confined to the categories of Ordinary Membership and Other Membership.

On the incorporation of NUsport the subscribers to the Constitution become Ordinary Members of NUsport.

## **9. ORDINARY MEMBERSHIP**

### **9.1 Ordinary Members**

- 9.1.1 Upon written application a Student will be granted Ordinary Membership of NUsport by the Board from the day on which the application is received or, where a Membership fee is set by the Board, from the day on which the Membership fee is paid, until the first day of the next ensuing Year.

9.1.2 Upon written application, a member of Council, a Conjoint Academic or any member of Staff who is not a casual employee:

(a) who has paid a membership fee prescribed by the Board, will be an Ordinary Member of NU sport from the date on which the payment is made until the first day of the next ensuing Year.

9.1.3 A Director not otherwise being eligible for Ordinary Membership will be deemed to be an Ordinary Member of NU sport for the period of their membership of the Board.

9.1.4 The Immediate Past Chair not otherwise being eligible for Ordinary Membership will be deemed to be an Ordinary Member of NU sport for the period of their membership of the Student Sports Advisory Committee.

## 9.2 **Honorary Life Membership**

9.2.1 A General Meeting may confer Honorary Life Membership of NU sport upon such persons as it deems fit in recognition of their services to NU sport or for such other reasons as the membership may deem sufficient.

9.2.2 Subject to specific provisions within this Constitution, Honorary Life Members will be deemed to be Ordinary Members.

## 10. **OTHER MEMBERSHIP**

### 10.1 **Associate Membership**

10.1.1 Upon written application a person of eighteen (18) or more years of age being a Graduate, or a student or graduate of another university may be granted Associate Membership of NU sport by the Board from the day on which the Membership fee is paid, until the first day of the next ensuing Year.

10.1.2 Upon written application, a member of Staff who is a casual employee:

(a) who has paid a membership fee prescribed by the Board, will be an Associate Member of NU sport from the date on which the payment is made until the first day of the next ensuing Year.

10.1.3 Continuing and fixed-term contract staff employed by NU sport not otherwise being eligible for Ordinary or Associate Membership will be deemed to be Associate Members during the period of their employment.

### 10.2 **External Membership:**

10.2.1 Upon written application, which has been endorsed by the committee of a Constituent Club, a person of eighteen (18) or more years of age not otherwise being eligible for Ordinary or Associate Membership may be granted External Membership by the Board from the later of:

(a) the first day of the Year in respect of which the Membership fee has been paid; or

(b) the date on which the Membership fee is paid;

until the first day of the next ensuing Year, provided that:



- (c) The Board has been notified and accepts that at a general meeting of the Constituent Club held during the Year current at the time of the application, a two thirds (2/3) majority of members of the Constituent Club present, who are also Ordinary Members, voted in favour of permitting to join and retain membership of the Constituent Club:
    - (i) a specified number of External, Special and Corporate Members not exceeding twenty (20); or
    - (ii) a specified proportion of External, Special and Corporate Members in relation to the total number of members of the Constituent Club not exceeding twenty five (25) per cent; and
  - (d) Granting of the application will not result in the combined total of members of the Constituent Club who are External, Special and Corporate Members exceeding the lesser of:
    - (i) twenty (20) in number; or
    - (ii) twenty five (25) per cent in relation to the total number of members of the Constituent Club at the time of the application; or
    - (iii) any lesser number or proportion established under Clause 10.2.1(c).
- 10.2.2 Upon application to NUsport, the Board may grant an External Member permission to join and maintain membership of a Constituent Club upon such conditions as the Board may from time to time determine, provided that:
- (a) The Board has been notified and accepts that the application for permission to join the Constituent Club has been approved by the committee of the Constituent Club;
  - (b) The Board has been notified and accepts that the requirement under Clause 10.2.1(c) has been fulfilled; and
  - (c) Granting of the application will not result in the event defined under Clause 10.2.1(d).

### 10.3 Special Membership

- 10.3.1 Upon written application a person may be granted Special Membership of NUsport by the Board upon such conditions as the Board may from time to time determine.
- 10.3.2 Upon application to NUsport, the Board may grant a Special Member permission to join and maintain membership of a Constituent Club upon such conditions as it may from time to time determine, provided that:
- (a) The Board has been notified and accepts that the application for permission to join the Constituent Club has been approved by the committee of the Constituent Club;
  - (b) The Board has been notified and accepts that the requirement under Clause 10.2.1(c) has been fulfilled; and
  - (c) Granting of the application will not result in the event defined under Clause 10.2.1(d).

## **11. MEMBERSHIP FEES**

- 11.1 Except as otherwise provided in the Constitution, each Member of NUsport must pay to NUsport an annual membership fee determined by the Board.
- 11.2 The annual membership fee is due on 1 March of each year.
- 11.3 In the case of a newly admitted Member the full annual membership fee is due upon becoming a Member and is for membership until the end of February following admission.

## **12. COMMENCING MEMBERSHIP**

- 12.1 A person who is entitled to become a Member, who agrees to become a Member and who has paid the appropriate Membership fee by the time required, then becomes a Member.

## **13. CESSATION OF ORDINARY AND OTHER MEMBERSHIP**

- 13.1 A person ceases to be a Member of NUsport if the person:
  - 13.1.1 dies;
  - 13.1.2 resigns from membership by notice in writing to the Secretary;
  - 13.1.3 has membership terminated;
  - 13.1.4 fails to pay the annual membership fee within thirty (30) days of the due date;
  - 13.1.5 being a Student Member, ceases to be a Student;
  - 13.1.6 being a member of Council or Staff or a Conjoint Academic, ceases to be respectively, a member of Council or Staff or Conjoint Academic;
  - 13.1.7 is an External Member and ceases to be a member of the Constituent Club which endorsed the person's application for External Membership under Clauses 10.2.1; or
  - 13.1.8 is a Corporate Member and the Corporate Affiliate organisation with which the Corporate Member is an employee or member ceases to be a Corporate Affiliate of NUsport.

## **14. DISCIPLINING OF MEMBERS**

- 14.1 The Directors may resolve to warn, suspend or expel a Member from NUsport if the Directors consider that:
  - (a) the Member has breached the Constitution; or
  - (b) the Member's behaviour is causing, has caused, or is likely to cause harm to NUsport.
- 14.2 At least ten (10) business days before the Directors' meeting at which a resolution under clause 14.1 will be considered, the Secretary must notify the Member in writing:
  - (a) that the Directors are considering a resolution to warn, suspend or expel the Member;

- (b) that this resolution will be considered at a directors' meeting and the date of that meeting;
  - (c) what the Member is said to have done or not done;
  - (d) the nature of the resolution that has been proposed; and
  - (e) that the Member may provide an explanation to the Directors, and details of how to do so.
- 14.3 Before the Directors pass any resolution under clause 14.1, the Member must be given a chance to explain or defend themselves by:
- (a) sending the Directors a written explanation before that directors' meeting; and/or
  - (b) speaking at the meeting.
- 14.4 After considering any explanation under clause 14.3, the Directors may:
- (a) take no further action;
  - (b) warn the Member;
  - (c) suspend the Member's rights as a Member for a period of no more than twelve (12) months;
  - (d) expel the Member;
  - (e) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause); or
  - (f) require the matter to be determined at a General Meeting.
- 14.5 The Directors cannot fine a member.
- 14.6 The Secretary must give written notice to the Member of the decision under clause 14.4 as soon as reasonably practical.
- 14.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 14.8 There will be no liability for any loss or injury suffered by the Director as a result of any decision made in good faith under this clause.

## **15. DISPUTE RESOLUTION**

- 15.1 The dispute resolution procedure in this clause applies to disputes under this constitution between a Member or Director and:
- (a) one or more Members;
  - (b) one or more Directors; or
  - (c) NUsport.
- 15.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 14 until the disciplinary procedure is completed.
- 15.3 Those involved in the dispute must try to resolve it between themselves within ten (10) business days of knowing about it.
- 15.4 If those involved in the dispute do not resolve it under clause 15.3, they must within ten (10) business days following clause 15.3:
- (a) tell the Directors about the dispute in writing;
  - (b) agree or request that a mediator be appointed; and

- (c) attempt in good faith to settle the dispute by mediation.
- 15.5 The mediator must:
- (a) be chosen by agreement of those involved; or
  - (b) where those involved do not agree:
    - i. for disputes between members, a person chosen by the Directors; or
    - ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the company has its registered office.
- 15.6 A mediator chosen by the Directors under clause 15.5(b)(i):
- (a) may be a Member or former member of NUsport;
  - (b) must not have a personal interest in the dispute; and
  - (c) must not be biased towards or against anyone involved in the dispute.
- 15.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard;
  - (b) allow those involved a reasonable chance to review any written statements; and
  - (c) not make a decision on the dispute.

## **16. RIGHTS ASSOCIATED WITH MEMBERSHIP**

- 16.1 Each Ordinary Member of NUsport is:
- 16.1.1 entitled to receive notice of, attend and vote at general meetings of NUsport; and
  - 16.1.2 eligible for election or appointment to the Board.
- 16.2 Each Other Member and Constituent Member of NUsport has the right to receive information about NUsport's activities. An Other Member is not entitled to attend or vote at a meeting of NUsport, or hold a position on the Board.

## **17. GENERAL MEETINGS**

- 17.1 A general meeting called the Annual General Meeting must be held:
- 17.1.1 at least once in every calendar year;
  - 17.1.2 within five (5) months of the end of NUsport's financial year; and
  - 17.1.3 at a time and place determined by the Board.
- 17.2 Any two (2) Members of the Board may requisition a General Meeting. A General Meeting must also be convened on the requisition of twenty (20) Ordinary Members. In either case the General Meeting must be held as soon as practicable and not later than two (2) months after the date of the convening notice or the requisition.

- 17.3 Every notice convening a General Meeting must be in writing, must specify the place, the day and the time of the meeting, the general nature of the business to be transacted and must be given to every Ordinary Member and NU Sport's auditor in the manner set out in Clause 35.
- 17.4 The period of notice required for the calling of all General Meetings including the Annual General Meeting is twenty one (21) days.
- 17.5 The periods of notice in Clause 17 are exclusive of the day on which notice is served but inclusive of the day on which the meeting is to be held.
- 17.6 The business of the Annual General Meeting is:-
- 17.6.1 to receive and consider the accounts, statements and reports prescribed by the *Corporations Act 2001*;
  - 17.6.2 to elect four (4) Directors for the coming year;
  - 17.6.3 to elect two (2) Student Ordinary Members to the Student Sports Advisory Committee pursuant to clause 30.2.5;
  - 17.6.4 to appoint the auditor (where necessary); and
  - 17.6.5 to deal with any other business included in the notice of meeting.
- 17.7 A copy of the accounts, statements and reports prescribed by the *Corporations Act 2001* to be presented at the Annual General Meeting must be available to Ordinary Members at least twenty one (21) days before the Annual General Meeting.

## **18. PROCEEDINGS AT GENERAL MEETINGS**

- 18.1 Fifty (50) Members present in person (being Members entitled under these rules to vote at a General Meeting) constitute a quorum for the transaction of the business of a General Meeting.
- 18.2 If a quorum is not present within half an hour after the appointed time for the commencement of a General Meeting, then:
- 18.2.1 the meeting, if convened on the requisition of Members, is to be dissolved;
  - 18.2.2 in any other case, the meeting is to be adjourned to a date, time and place determined by the person chairing the meeting.
- 18.3 If at the adjourned meeting a quorum is not present within half an hour after the appointed time for the commencement of the meeting, the meeting is to be dissolved. No business will be transacted at a reconvened General Meeting other than the business for which the meeting was originally convened.
- 18.4 The quorum for a reconvened Annual General Meeting which was adjourned because it was inquorate, will be thirty (30) Ordinary Members.

## **19. PRESIDING MEMBER**

- 19.1 The Chair is to chair each meeting of NU Sport and each meeting of the Board.

- 19.2 If the Chair is absent from a meeting or unwilling or unable to act, the Deputy Chair will preside as chair over the meeting. If both the Chair and Deputy Chair are absent or unwilling or unable to act, the persons present and eligible to vote at the meeting will appoint one of their number to the chair.

## **20. ADJOURNMENT**

- 20.1 The chairperson of a General Meeting, at which a quorum is present may, with the consent of the meeting, adjourn the meeting to a specified time, date and place. No business can be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 20.2 Where a General Meeting is adjourned for fourteen (14) days or more, the Secretary must give written or oral notice of the adjourned meeting in the manner set out in Clause 35 stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

## **21. VOTING**

- 21.1 At any meeting of NU Sport a motion put to the vote of the meeting is to be decided on a show of hands unless a ballot is (before or on the declaration of the result of a show of hands) demanded by:
- 21.1.1 the chairperson;
  - 21.1.2 any two (2) Directors at a Board meeting;
  - 21.1.3 any five (5) Student Sports Advisory Committee Members at a Student Sports Advisory Committee meeting;
  - 21.1.4 any ten (10) Ordinary Members at a General Meeting.
- 21.2 Every eligible voting Member present in person has one (1) vote on a show of hands. Every eligible voting Member present in person or by proxy has one (1) vote on a ballot.
- 21.3 Other than for matters requiring Special Resolutions, all questions and motions will be decided by a simple majority of votes.
- 21.4 If there is an equality of votes, whether on a show of hands or on a ballot, the chairperson of the meeting is entitled to a second or casting vote.
- 21.5 If a ballot is not demanded, a declaration by the chairperson that a resolution has been carried, or carried unanimously or by a particular majority, or lost, an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 21.6 If a ballot is demanded, it is to be taken in the manner determined by the chairperson.
- 21.7 A demand for a ballot may be withdrawn.

## **22. PROXIES**

- 22.1 A document appointing a proxy may be in a common or usual form.
- 22.2 Only an eligible voting Member may be appointed as a proxy.
- 22.3 If the document appointing a proxy specifies the manner in which the proxy is to vote, the proxy must vote in the specified manner.
- 22.4 The document appointing a proxy must be lodged at NUsport's registered office at least forty eight (48) hours before the time for holding the meeting or adjourned meeting.
- 22.5 A vote given in accordance with the terms of a document appointing a proxy is valid despite the occurrence of any one or more of the following events if no notice in writing of any of these events has been received by the Secretary before the commencement of the meeting or adjourned meeting at which the document is used:
  - 22.5.1 the death or unsoundness of mind of the principal;
  - 22.5.2 the revocation of the proxy; or
  - 22.5.3 the termination of the membership of the Member.

## **23. BOARD**

- 23.1 The Board is to consist of eleven (11) Directors. Each Director must be a natural person who is an Ordinary Member of NUsport and at least eighteen (18) years of age.
- 23.2 Each Director will be appointed to hold office, subject to this constitution, for a Board Term.
- 23.3 When there are eleven (11) Directors of NUsport there will be:
  - 23.3.1 four (4) Elected Directors at least one of whom is a member of Staff, who have been elected by and from the Ordinary Members at the first General Meeting;
  - 23.3.2 one (1) Appointed Director being a [person](#) appointed by Council prior to the first Board meeting after the first General Meeting;
  - 23.3.3 two (2) Appointed Directors from the Staff appointed by the Vice-Chancellor prior to the first Board meeting after the first General Meeting;
  - 23.3.4 two (2) Appointed Director Graduates appointed by the Board at the first Board meeting after the first General Meeting; and
  - 23.3.5 two (2) Elected Director Students elected by the Student Sports Advisory Committee at the first Student Sports Advisory Committee meeting after the first General Meeting.
- 23.4 Not used.
- 23.5 Students eligible for election to the Board by the Student Sports Advisory Committee will have been enrolled at the University for more than 12 months and be members of the Student Sports Advisory Committee, or members of a NUsport affiliated sporting club, or students who have purchased a 12 month Forum Membership subscription.

- 23.6 If the number of Directors is increased or decreased from eleven (11), the composition of the Board is to be made up of nominees representing the same stakeholder groups referred to in Clause 23.3.
- 23.7 The Board must appoint a Chair and a Deputy Chair for the Board Term.
- 23.8 The Board must appoint a Secretary for the Board Term.
- 23.9 The business and operations of NUsport are to be managed and controlled by the Board, and for that purpose the Board may exercise the powers of NUsport as if they had been expressly conferred on the Board by a General Meeting.
- 23.10 The powers of the Board are subject to any restrictions imposed by the *Corporations Act 2001* or by NUsport's Constitution.
- 23.11 The acts of a Director are valid despite any defect that may afterwards be discovered in the appointment or qualification of the Director.

#### **Term of Office**

- 23.12 Each Director must retire at least once every three years.
- 23.13 A Director who retires under clause 23.12 may nominate for election or re-election, subject to clause 23.14.
- 23.14 A Director who has held office for a continuous period of nine years (9) or more may only be re-appointed or re-elected by a special resolution, other than the Vice-Chancellor appointment.

### **24. FIRST AND SUBSEQUENT BOARD**

- 24.1 The following subscribers to the Constitution constitute the first Board;  
[NAMES]

### **25. ENDING BOARD MEMBERSHIP**

- 25.1 The office of a Director becomes vacant if the Director:
- 25.1.1 becomes bankrupt or insolvent under administration within the meaning of *Corporations Act 2001*;
  - 25.1.2 becomes prohibited from becoming a Director by reason of any order made under the *Corporations Act 2001*;
  - 25.1.3 ceases to be a Director by operation of the *Corporations Act 2001* including if the Member no longer satisfies the definition of the relevant category of Director or no longer belongs to the class of Members which elected that person;
  - 25.1.4 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - 25.1.5 resigns office by notice in writing to NUsport;
  - 25.1.6 ceases to be an Ordinary Member of NUsport;
  - 25.1.7 ceases to hold the respective position referred to in Clause 23.3; or



25.1.8 is removed by resolution of the Members in accordance with the *Corporations Act 2001*.

## **26. PROCEEDINGS AND POWERS OF THE BOARD**

- 26.1 The Board is vested with and responsible for pursuing the objects of NU Sport and controlling its affairs and property.
- 26.2 All negotiable instruments must be executed by at least two (2) persons authorised by the Board.
- 26.3 Meetings of the Board are to be held as often as necessary to conduct properly the business of NU Sport, and must be held at least six (6) times per year.
- 26.4 The Chair or any two (2) Directors may, and the Secretary must, if requested by the Chair, or any two (2) Directors, call a meeting of the Board.
- 26.5 The quorum necessary for the transaction of business by the Board is more than half of the Directors presently appointed at any given time.
- 26.6 Oral or written notice of a Board meeting stating the general nature of the business to be transacted at the meeting will be given to each Director not later than forty eight (48) hours prior to the time appointed for the holding of that meeting. No business other than the business stated in the notice given pursuant to this Clause will be transacted at the Board meeting unless the Directors present unanimously agree to deal with any proposed additional business as urgent business.
- 26.7 The Board may function validly provided its number is not reduced below the quorum. Should the number of Directors fall below the quorum, the remaining Directors may act only to appoint new Directors.
- 26.8 In the exercise of its powers the Board may make Rules and Regulations (including with respect to its dealings with Constituent Clubs), Standing Orders or Regulations which are incidental to the Constitution.

## **27. CASUAL VACANCIES OF DIRECTORS**

- 27.1 Where a Director:
- 27.1.1 appointed at the Annual General Meeting under clause 23.3.1 retires from office prior to the expiry of that Director's Board Term, the vacancy created by the retirement will be filled by a Director appointed by the Board;
  - 27.1.2 appointed under any provision of this Constitution other than Clause 23.3.1 retires from office prior to the expiry of that Director's Board Term, the vacancy created by the retirement will be filled by a Director appointed by the relevant appointing body specified in Clause 23.3.
- 27.2 Any Director appointed pursuant to this Clause 27, will be from the same stakeholder group as the Director being replaced and will hold office, subject to this Constitution, for the balance of the Board Term of the Director being replaced.

## **28. TRANSACTION OF BUSINESS OUTSIDE BOARD MEETINGS**

- 28.1 The Board may transact any of its business:
- 28.1.1 by the circulation of papers among all Members of the Board and a resolution in writing by a majority of those Members is to be taken to be a decision of the Board;
  - 28.1.2 at a meeting at which Members (or some Members) participate by telephone, closed-circuit television or other means, but only if any Member who speaks on a matter before the meeting, can be heard by the other Members.
- 28.2 A resolution approved pursuant to Clause 28.1 is to be recorded in the minutes of the meetings of the Board.

## **29. BOARD DELEGATION AND BOARD COMMITTEES**

- 29.1 The Board may, by resolution, delegate to a Director or committee of two (2) or more Directors, the exercise of such of the Board's powers (other than this power of delegation) as are specified in the resolution. NU Sport or the Board may, by resolution, revoke wholly or in part any such delegation.
- 29.2 A delegation made pursuant to Clause 29.1 may be made subject to conditions or limitations as to the exercise of any powers delegated, or as to time or circumstances.
- 29.3 Despite a delegation under this Clause, the Board may continue to exercise all or any of the powers delegated.
- 29.4 A committee may elect a chairperson of its meetings. If no such chairperson is elected, or, if at any meeting the chairperson is not present within five (5) minutes after the time appointed for holding the meeting, the Members present may choose one (1) of their number to be chairperson of the meeting.
- 29.5 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting must be determined by a majority of votes of the Members present and voting. In the case of an equality of votes, the chairperson may have a second or casting vote.

## **30. THE STUDENT SPORTS ADVISORY COMMITTEE**

- 30.1 A Student Sports Advisory Committee will be formed after the first General Meeting, and thereafter after the Annual General Meeting of NU Sport in each following year, subject to conditions and limitations provided in Clause 29, for the purpose of electing two (2) Students to the Board and to advise and inform the Board of the wishes and needs of Students and Clubs so as to assist the Board in the formulation of appropriate policies and budgets.
- 30.2 The members of the Student Sports Advisory Committee of NU Sport will be:
- 30.2.1 The Directors as non-voting members;
  - 30.2.2 A Student delegate from each Constituent Club as notified to NU Sport each year or in that person's absence, the notified alternative delegate;
  - 30.2.3 The Immediate Past Chair of NU Sport;

- 30.2.4 A student representative of the University residences nominated by UON Student Living or in that person's absence, the notified alternative delegate;
- 30.2.5 Two (2) Student Ordinary Members elected at the Annual General Meeting to hold office, subject to this Constitution, until the end of the next Annual General Meeting, neither of whom may be committee members of a Constituent Club.
- 30.3 No member of the Student Sports Advisory Committee, except for the Immediate Past Chair of NU Sport, may act in more than one (1) of the categories for membership of the Student Sports Advisory Committee specified in clause 30.2.
- 30.4 The Student Sports Advisory Committee will meet at least four (4) times during the Year at such place and time as the Board will determine, provided that one (1) Student Sports Advisory Committee meeting is held before the Annual General Meeting in the same year and another not later than twenty one (21) days after the Annual General Meeting.
- 30.5 Additional Student Sports Advisory Committee meetings may be convened by the Secretary or at the direction of the Board or the Student Sports Advisory Committee at such place and time as the Secretary, the Board or the Student Sports Advisory Committee (as the case may be) will determine. Additional Student Sports Advisory Committee meetings will also be held at such place and time as the Board will determine not later than ten (10) days after a written request signed by any four (4) members of the Student Sports Advisory Committee has been lodged, provided that such request states the nature of business to be transacted at the meeting.
- 30.6 Written notice of a Student Sports Advisory Committee meeting and the agenda of the meeting will be given by the Secretary to each member of the Student Sports Advisory Committee not later than seven (7) days prior to the date appointed for the holding of the meeting.
- 30.7 No business other than the business stated in the notice under Clause 30.6 will be transacted at the Student Sports Advisory Committee meeting, other than business which the voting members of the Student Sports Advisory Committee present at the meeting unanimously agree to treat as urgent business.
- 30.8 The presence of half of the voting members of the Student Sports Advisory Committee will constitute a quorum for the transaction of business of the Student Sports Advisory Committee, provided that at least two (2) Directors are present for the Student Sports Advisory Committee meeting.
- 30.9 No business will be transacted by the Student Sports Advisory Committee, unless a quorum is present for a Student Sports Advisory Committee meeting.
- 30.9.1 If, within thirty (30) minutes of the time appointed for the meeting, a quorum is not present, the meeting may be adjourned and if adjourned will be reconvened at the same time, place and day in the next week unless otherwise determined by the person chairing the meeting.
- 30.9.2 If no quorum is present at the reconvened meeting within thirty (30) minutes after the time set for the meeting, the meeting is dissolved.
- 30.10 Only members of the Student Sports Advisory Committee will be entitled to attend Student Sports Advisory Committee meetings. The Student Sports Advisory Committee may grant permission for persons not being members of the Student Sports

Advisory Committee to be present at Student Sports Advisory Committee meetings under such conditions as it thinks fit.

### **31. MEMBER'S CONFLICTS OF INTEREST**

- 31.1 No Member will participate in the debate or discussion concerning, or will vote on, a matter before a Board, Student Sports Advisory Committee or General Meeting in which that Member has a personal interest leading to a possible conflict of interest.
- 31.2 No Member of a sub-committee of NU sport will participate in the debate or discussion concerning, or will vote on, a matter before a meeting of the sub-committee in which that Member has a personal interest leading to a possible conflict of interest.

### **32. MINUTES AND RECORDS**

- 32.1 NU sport must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of General Meetings and Annual General Meetings;
  - (b) minutes of circular resolutions of Members, and
  - (c) a copy of a notice of each General Meeting and Annual General Meeting,
- 32.2 NU sport must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees), and
  - (b) minutes of circular resolutions of Directors.
- 32.3 To allow members to inspect the NU sport records:
- (a) NU sport must give a Member access to the records set out in clause 32.1 and 32.2, the Directors may authorise a Member to inspect other records of NU sport, including records referred to in clause 34.
- 32.4 The Directors must ensure that minutes of a General Meeting, Annual General Meeting or a directors' meeting are signed within a reasonable time after the meeting by:
- (a) the Chair of the meeting, or
  - (b) the Chair of the next meeting.
- 32.5 The Directors must ensure that minutes of the passing of a circular resolution (of Members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

### **33. APPOINTMENT OF OFFICERS, EMPLOYEES, ETC.**

- 33.1 The Board has the power to appoint, remove or suspend officers, employees, agents and contractors and to fix their powers, duties and remuneration.

33.2 The Board may delegate any of its powers pursuant to Clause 33.1 to an officer or employee of NUsport, subject to any conditions or limitations which the Board decides to impose.

33.3 The Board may, at any time, revoke or vary a delegation made pursuant to Clause 33.2.

## **34. FINANCIAL RECORDS**

34.1 NUsport must keep accounting records to correctly record and explain NUsport's transactions and the financial position of NUsport.

34.2 NUsport must keep its accounting records in a manner which enables:

34.2.1 the preparation of true and fair accounts of NUsport; and

34.2.2 the accounts of NUsport to be conveniently and properly audited in accordance with the *Corporations Act 2001*; and

34.2.3 the accounts to be conveniently and properly inspected by Council at Council's reasonable request.

34.3 Each Member has the right to inspect NUsport's financial records only in accordance with the *Corporations Act 2001*.

34.4 At least once in every year the accounts of the NUsport must be examined by a qualified auditor who must report to the Members in accordance with the provisions of the *Corporations Act 2001*.

## **35. NOTICE**

35.1 Except for notice of General Meetings, any notice given by NUsport to any Member must be given personally, or by email, or by posting it to the Member at the Member's registered address. A notice sent by post is deemed to be received two (2) days after the date of posting. Notice of a General Meeting and the agenda of the meeting will be displayed by the Secretary on the Noticeboard and on the NUsport website no later than twenty one (21) days prior to the date appointed for holding of the meeting.

## **36. INDEMNITY**

36.1 Every Director, auditor and other officer of NUsport is entitled to be indemnified out of the property of NUsport against any liability incurred by the Director, auditor or officer in that capacity:

36.1.1 in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director, auditor or officer, or in which the Director, auditor or officer is acquitted; or

36.1.2 in connection with any application in relation to those proceedings in which relief is granted to the Director, auditor or officer, by the court.

### **37. DISTRIBUTION OF SURPLUS ASSETS**

- 37.1 Subject to the Corporations Act and any other applicable Act, and any court order, any surplus assets that remain after NU sport is wound up must be distributed to one or more charities:
- (a) with charitable purpose(s) similar to, or inclusive of, the purpose of NU sport,
  - (b) which also prohibit the distribution of any surplus assets to its members to at least the same extent as NU sport, and
  - (c) which is exempt from the payment of income tax.
- 37.2 The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, NU sport may apply to the Supreme Court to make this decision.

### **38. AMENDMENTS**

- 38.1 Any addition, alteration or amendment to NU sport's Constitution must be made in accordance with the provisions of the *Corporations Act 2001*.
- 38.2 Subject to the approval of Council, this Constitution may be amended only by a Special Resolution passed at a general meeting of NU sport.

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Amendments approved at a General Meeting of Newcastle University Sport on **21 May 2008**.  
Amendments ratified by the Council of the University of Newcastle on **28 August 2008**.

Amendments approved at a General Meeting of Newcastle University Sport on **14 May 2014**.  
Amendments ratified by the Council of the University of Newcastle on **23 May 2014**.

Amendments approved at a General Meeting of Newcastle University Sport on **1 May 2019**.  
Amendments ratified by the Council of the University of Newcastle on **8 April 2020**.

Amendments approved at a General Meeting of Newcastle University Sport on **28 July 2020**.  
Amendments ratified by the Council of the University of Newcastle on **9 October 2020**.