



**Constitution  
of the  
Adelaide Rowing Club Incorporated**

**Final**

**Adopted 30<sup>th</sup> August 2015**

---

**Chris Greening**

**President**

---

**Mitch Oliver**

**Public Officer**

## Contents

1	NAME OF ASSOCIATION .....	1
2	DEFINITIONS AND INTERPRETATION .....	1
3	OBJECTS OF THE CLUB .....	4
4	POWERS OF THE CLUB .....	4
5	MEMBERS.....	4
6	CESSATION OF MEMBERSHIP .....	10
7	DISCIPLINE .....	12
8	SUBSCRIPTIONS AND FEES .....	13
9	POWERS OF THE COMMITTEE.....	14
10	COMPOSITION OF THE COMMITTEE.....	15
11	COMMITTEE MEMBERS .....	17
12	HONORARY POSITIONS .....	19
13	VACANCIES ON THE COMMITTEE .....	22
14	MEETINGS OF THE COMMITTEE .....	23
15	EXECUTIVE .....	25
16	DELEGATIONS.....	25
17	SEAL.....	26
18	ANNUAL GENERAL MEETING.....	26
19	SPECIAL GENERAL MEETINGS.....	26
20	ATTENDANCE AT GENERAL MEETINGS .....	27
21	NOTICE OF GENERAL MEETING.....	27
22	BUSINESS .....	28
23	PROCEEDINGS AT GENERAL MEETINGS .....	28
24	VOTING AT GENERAL MEETINGS.....	30
25	DISPUTE RESOLUTION PROCEDURE .....	31
26	RECORDS AND ACCOUNTS .....	31
27	AUDITOR .....	32
28	APPLICATION OF INCOME.....	32
29	WINDING UP .....	33
30	DISTRIBUTION OF ASSETS ON WINDING UP .....	33
31	CONSTITUTION .....	33
32	REGULATIONS.....	34
33	NOTICE.....	35
34	CLUB COLOURS AND UNIFORM .....	35
35	INDEMNITY .....	37
36	RECIPROCAL RIGHTS.....	38

## Constitution of the Adelaide Rowing Club Incorporated

37	SOCIAL AFFILIATES .....	38
38	I'ZINGARI FOUNDATION.....	39
39	TRANSITIONAL PROVISIONS .....	40

# **ASSOCIATIONS INCORPORATION ACT 1985 (SA)**

## **CONSTITUTION**

of

Adelaide Rowing Club Incorporated

### **1 NAME OF ASSOCIATION**

- (a) The name of the incorporated association is “Adelaide Rowing Club Inc.” (“Club”).

### **2 DEFINITIONS AND INTERPRETATION**

#### **2.1 Definitions**

In this Constitution unless the contrary intention appears:

“**Act**” means the Associations Incorporation Act 1985 (SA).

“**Annual General Meeting**” (“**AGM**”) means a meeting of the kind described in Clause 18(a).

“**Committee**” means the body consisting of the Committee Members and constituting the committee for the purposes of the Act.

“**Constitution**” means this constitution of the Club.

“**Committee Member**” means a member of the Committee and includes any person acting in that capacity from time to time in accordance with this Constitution.

“**Financial year**” means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

“**General Meeting**” means a general meeting of Members and includes the Annual General Meeting or any Special General Meeting.

“**Intellectual Property**” means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including

photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in South Australia.

**“Life Member”** means an individual appointed as a life member of the Club under Clause 5.

**“Member”** means a member for the time being of the Club.

**“Objects”** means the objects of the Club in Clause 3.

**“Ordinary Member”** means a person admitted as an ordinary member of the Club under Clause 5.

**“Ordinary Resolution”** means:

- (a) at a meeting of Members, a resolution passed at a General Meeting by a majority of Members present, entitled to vote and voting; or
- (b) at a meeting of the Committee or a committee of the Committee, a resolution passed by a majority of those present, entitled to vote and voting.

**“Regulation”** means a rule, regulation, by-law or policy made by the Committee under this Constitution.

**“Seal”** means the common seal of the Club.

**“Special General Meeting” (“SGM”)** means a general meeting of Members convened in accordance with Clause 19.

**“Special Resolution”** means a resolution passed at General Meeting of the Members if:

- (a) at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all Members; and
- (b) it is passed at a duly convened meeting of the Members by a majority of not less than three-quarters of Members present, entitled to vote and voting.

**“Sport”** means the sport of Rowing.

**“SSO”** means Rowing South Australia Incorporated.

## **2.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or another legislative authority having jurisdiction); and
- (h) unless the contrary intention appears, a requirement that something is in writing will be met if it is produced by electronic, photographic, lithographic or other means by which it can readily be read and reproduced.

## **2.3 Resolutions**

Where this Constitution requires or permits a decision to be made or a resolution to be passed by a General Meeting, the Committee or a sub-committee of the Committee, the decision may be made or the resolution may be passed by Ordinary Resolution unless either this Constitution or the Act requires otherwise.

## **2.4 The Act**

- (a) Words and phrases which are defined in the Act and which are not specifically defined in Clause 2.1 above have the same meanings in this Constitution as they do in the Act.

- (b) Model rules under the Act are expressly displaced by this Constitution.

### **3 OBJECTS OF THE CLUB**

The Objects of the Club are to:

- (a) Encourage, promote and advance the Sport throughout South Australia;
- (b) Enter teams of Members in competitions in the Sport;
- (c) Maintain a culture that fosters and supports all Members to reach their full potential;
- (d) Host social events in support of the Sport;
- (e) Affiliate with the SSO;
- (f) Enhance the reputation of the Sport and maintain the standards of play and behaviour of Members; and,
- (g) Undertake and or do other things or activities which are necessary, incidental or conducive to the advancement of these Objects.

### **4 POWERS OF THE CLUB**

For furthering the Objects, the Club has:

- (a) The specific rights, powers and privileges conferred on it by section 25 of the Act.

### **5 MEMBERS**

#### **5.1 Categories of Members**

The Members of the Club consist of:

- (a) Life Members;
- (b) Ordinary Members; and
- (c) Temporary Members.

## **5.2 Admission of Members**

- (a) A candidate for membership must apply to the Committee in writing.
- (b) The application must:
  - (i) Be in a form approved by the Committee;
  - (ii) Contain full particulars of the name and address and contact details of the applicant; and
  - (iii) Contain any other information prescribed by Regulation for an application for membership.
- (c) The Committee Members may accept or reject an application whether the applicant has complied with the requirements in Clause 5.2 (b) or not. In the event that there are two (2) or more Committee Members objecting to the application, the application shall be rejected. The Committee Members are not required, nor can they be compelled to provide, any reason for rejection.
- (d) Membership begins on the later to occur of:
  - (i) Acceptance of the application by the Committee Members; or
  - (ii) Payment of any fees payable by the new Member.

## **5.3 Ordinary Members**

- (a) There are three (3) categories of Ordinary Members:
  - (i) Active Members;
  - (ii) Gym Members; and,
  - (iii) Non-Active Members.
- (b) Active Members are entitled to
  - (i) Use the Club's fleet of boats and equipment, and,
  - (ii) Represent the Club by competing in regattas and other competitions (subject to being registered with the SSO and having paid any necessary competition entry fees)
- (c) Gym Members are entitled to use the Club's gym equipment, but are not permitted to use the Club's boats or represent the Club in competition.
- (d) Non-Active Members have no equipment usage rights.



## 5.4 Life Members

- (a) There are two (2) categories of Life Members:
  - (i) Honorary Life Members, and,
  - (ii) Paid Life Members
- (b) Honorary Life Membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Sport in South Australia.
- (c) Any Member may recommend a person for Honorary Life Membership by notice in writing to the Committee. A recommendation made under this Clause must include a written report outlining the history of services of the nominee.
- (d) A person may only be appointed as an Honorary Life Member only by Special Resolution put to an Annual General Meeting by the Committee.
- (e) A Life Member has all the rights of an Active-category Ordinary Member.
- (f) A Life Member cannot be required to pay the fees or subscriptions described under Clause 8. However, a Life Member may be required to pay SSO registration, competition entry or other fees required to play in a team representing the Club.
- (g) Paid Life Members prior to the 6th day of August 1995 will continue to be acknowledged as such.
- (h) In general, Paid Life Membership shall not be offered. However, the Committee may recommend that the Club offer Paid Life Membership for a limited period of time in order to raise funds for a specific purpose that the Committee believes is in the long-term interests of the Club.
  - (i) The Committee shall only make such a recommendation as an action of last resort once all other avenues to raise the requisite funds have been exhausted.
  - (ii) Without unduly limiting the use of this Clause 5.4 (h), purposes worthy of considering opening the Paid Life Membership may include:

## Constitution of the Adelaide Rowing Club Incorporated

- i. Purchase of real estate;*
- ii. Major re-building or renovation activity; or,*
- iii. Lump-sum payment of a rental lease of at least 20 years duration.*

The use of Paid Life Membership revenue to purchase of boats, vehicles, oars, and other minor capital items shall not be considered.

- (iii) The Committee may not offer Paid Life Membership without the approval of the Membership by way of a Special Resolution of the Members in General Meeting. Such a resolution must specify the following information in detail:
  - i. The purpose for which the Committee wishes to raise funds for (the 'Purpose');*
  - ii. The total amount of funds required to be raised;*
  - iii. The lump-sum amount to be paid per Paid Life Membership; and,*
  - iv. The total number of Paid Life Memberships to be offered;*
- (iv) The revenue received from any uptake of Paid Life Membership may only be applied directly to the specific Purpose outlined in the Special Resolution.
- (v) The amount to be paid to achieve Paid Life Membership shall not be less than fifteen (15) times the current Active Membership rate.
- (vi) Once the terms of the Paid Life Membership offer have been approved by Special Resolution in a General Meeting, the Committee may call for Applications for Paid Life Membership with a closing date not more than 42 days after the date of the General Meeting.
- (vii) Applicants for Paid Life Membership must be current Members (excluding Temporary Members) with at least two (2) years continuous membership of the Club.
- (viii) All applications for Paid Life Membership shall be made in writing, and be nominated and seconded by current Members other than the Applicant.
- (ix) The Committee shall advise all applicants of the outcome of their application in writing as soon as possible.
- (x) In the event that upon the closing date for applications, the number of applications exceeds the number of Paid Life Memberships to be offered, the Committee shall review the

applications in detail, and at their absolute discretion by way of resolution if necessary, select the successful applications for Paid Life Membership, with all excess applications to be declined. The Committee shall not be bound by any specific criteria when considering applications.

- (xi) In the event that upon the closing date for applications, the number of applicants is less than the number of Paid Life Memberships to be offered, than the Committee may extend the closing date for applications by up to 28 days. If after one extension, there is still an insufficient number of applications received, then the Committee must resolve within seven (7) days to either:

- i. Accept the all applications received to date for Paid Life Membership and obtain sufficient funds from another source to make up the shortfall required to fulfil the Purpose; or,*
- ii. Abandon the Purpose for which the funds are to be raised, in which case, the Special Resolution authorising Paid Life Membership shall be automatically voided and all applications received for Paid Life Membership shall lapse immediately.*

If any doubt exists regarding the Club's ability to undertake the Purpose, then the Committee is obliged to abandon the Purpose.

- (xii) Upon notification of a successful application for Paid Life Membership, the Applicant has fourteen (14) days to make the lump-sum payment. No credit shall be afforded for Ordinary Membership subscriptions already paid. The status as Paid Life Member shall take effect upon receipt of payment in full. Should an Applicant fail to pay the lump sum amount in time, the Committee may rescind the offer to the Applicant and offer Paid Life Membership to any other Member as it sees fit under the same terms.

## **5.5 Obligations of Members**

Each Member must:

- (a) Treat all staff, contractors, representatives and other Members of the Club and the SSO with respect and courtesy at all times;

- (b) Maintain and enhance the standards, quality and reputation of both the Club and the Sport; and,
- (c) Not act in a manner unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, the SSO or the Sport.

## **5.6 Register of Members**

- (a) The Club must keep and maintain a register of Members in accordance with the Act.
- (b) In addition to the information required by the Act, the Register may contain such other information as the Committee considers appropriate.
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date.

## **5.7 Effect of Membership**

- (a) This Constitution constitutes a contract between each of the Members and the Club and each Member is bound by this Constitution and the Regulations.
- (b) Each Member is also bound by the rules and regulations governing the competitions in which the Member participates.
- (c) Each Member authorises the Club to apply on the Member's behalf for the Member to be admitted to membership of the SSO.

## **5.8 Temporary Members**

- (a) Temporary Members include the following:
  - (i) Participants in short term rowing programs that are organised by the Club, including, but not limited to, the following:
    - i. Learn-to-Row Program participants*
    - ii. Intermediate Program participants*
    - iii. Winter School Rowing Program participants*
  - (ii) Members of Rowing Clubs which enjoy a Reciprocal Membership Agreement with the Club under Clause 36.

- (iii) Prospective members, visitors and other persons temporarily making use of the Club's fleet and gym equipment with the permission of the Captain.
- (b) Temporary Members may only use the Club's equipment and facilities under the direct supervision of another non-temporary Member of the Club.
- (c) Temporary Members are not entitled to vote at General Meetings or to hold a Committee Position.

## **6 CESSATION OF MEMBERSHIP**

### **6.1 General**

- (a) A Member ceases to be a Member of the Club if:
  - (i) The Member dies;
  - (ii) The Member resigns from membership in accordance with Clause 6.2;
  - (iii) The Member fails to discharge any financial obligation to the Club within such time as may be prescribed or approved by the Committee; or
  - (iv) The Member is expelled from the Club under Clause 6.3.

### **6.2 Notice of Resignation**

- (a) A Member may resign from membership of the Club on one month's notice in writing to the Club. A resigning Member is liable for any outstanding fees or subscriptions which may be recovered as a debt due to the Club.

### **6.3 Expulsion for Breach**

- (a) Subject to Clause 6.3(c) but despite anything contained in any Regulation made under Clause 7(a), the Committee may expel a Member from membership of the Club if, in the opinion of the Committee, the Member has materially breached any of its obligations under this Constitution or the Regulations.

## Constitution of the Adelaide Rowing Club Incorporated

- (i) Particulars of the matter shall be communicated to the Member at least seven days before the meeting of the Committee at which the matter will be determined.
  - (ii) The determination of such a Committee meeting shall be taken by secret ballot, and if three-quarters of the votes shall decide that he or she has merited expulsion, he or she shall forthwith cease to be a Member of the Club or be suspended as the decision may require.
  - (iii) The determination of the Committee shall be communicated to the Member.
- (b) The Committee may, in its discretion, convene a judiciary committee under Clause 7(c) to hear and determine an allegation that a Member has materially breached one or more of its obligations under this Constitution or the Regulations and to make recommendations to the Committee about the appropriate consequences of its findings. The Committee may rely on the findings and recommendations of the judiciary committee.
- (c) A member may not be expelled under Clause 6.3(a) unless the Member has been afforded natural justice.
- (d) It shall be open to a Member to appeal to the Club in General Meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer of the Club within 14 days after the determination of the Committee has been communicated to the Member.
- (e) In the event of an appeal under Clause 6.3 (d), the appellant's Membership of the Club shall not be terminated unless the determination of the Committee to expel the Member is upheld by the Members of the Club in General Meeting after the appellant has been given the opportunity to be heard by or make a written submission to the Members of the Club present at the General Meeting at which the appeal is to be considered. In the event of the determination of the Committee being upheld, the Membership will be terminated at the date of the General Meeting at which the appeal was considered.

#### **6.4 Return of Property**

- (a) A Member who ceases to be a Member must not thereafter use any property of the Club (including, without limitation, its Intellectual Property) and must immediately return to the Club all of the Club's keys, documents, records or other property in the possession, custody or control of the former Member, including documents stored by the former Member in electronic form.

#### **6.5 Membership may be Reinstated**

- (a) Nothing in this Clause 6 prevents a former Member from applying for readmission to Membership, but, in considering the readmission application, the Committee is entitled to take into account the facts and circumstances in which the prior membership (or memberships) ceased.
- (b) Membership which has ceased under this Clause 6 may be reinstated at the discretion of the Committee without an application having been made under Clause 6.5(a), with such conditions as it deems appropriate.

#### **6.6 Refund of Membership Fees**

- (a) Membership fees or subscriptions paid by the former Member may, at the Committee's discretion, be refunded on a pro-rata basis to the Member on cessation of the membership.

### **7 DISCIPLINE**

- (a) The Committee may make Regulations governing the hearing and determination of disputes, protests or complaints by or against Members or Participants and any other matter involving the enforcement of this Constitution or the Regulations against Members or Participants.
- (b) A Regulation made under Clause 7(a) may:
  - (i) Provide for one or more judiciary committees or tribunals to hear and resolve cases falling under Clause 7(a);

- (ii) Prescribe penalties for breaches of this Constitution or the Regulations;
  - (iii) Invest a judiciary committee or tribunal with power to suspend Members and impose penalties;
  - (iv) And otherwise prescribe the procedures for dealing with cases falling under Clause 7(a).
- (c) Despite any Regulation made under Clause 7(a), the Committee may itself deal with any disciplinary matter referred to it or appoint a judiciary committee to do so.
- (d) All proceedings relating to cases falling under Clause 7(a) must be conducted according to the rules of natural justice.
- (e) In the event of a Member being suspended from the Club, the rights and privileges of that Member shall be relinquished for the duration of the suspension. The Member shall not be permitted to use the Club's fleet or equipment, attend social events, enter the Clubrooms or boatshed, or represent the Club. Suspension does not absolve the suspended Member from any financial obligations that the Member may owe to the Club over the duration of the suspension.
- (f) The duration of a suspension shall be at the discretion of the Committee, up to a maximum duration of one (1) year.

## **8 SUBSCRIPTIONS AND FEES**

- (a) The Committee will:
- (i) Recommend annual membership subscriptions for the following year to the membership for approval by Ordinary Resolution at the Annual General Meeting or a duly convened Special General Meeting.
  - (ii) Fix such other fees or levies as the Committee considers prudent for the effective and sustainable management of the affairs of the Club; and
  - (iii) Determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.



- (b) On admission to membership, a new Member must pay the current full year's subscription in a single lump-sum unless the Committee agrees to accept payment in instalments.
- (c) On renewal of membership each year, a Member must pay the current full year's subscription in a single lump-sum unless the Committee agrees to accept payment in instalments.
- (d) The Committee may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members if the Committee is satisfied that there are special reasons to do so.

## **9 POWERS OF THE COMMITTEE**

### **9.1 General Powers of Committee**

- (a) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Committee which may exercise the powers of the Club for that purpose.
- (b) The Committee must perform its functions in the pursuit of the Objects and in the interests of the Club as a whole, having regard to the Club's position in the structure of the Sport in South Australia and the Club's role in supporting the Sport's reputation in the State.

### **9.2 Limitation**

- (a) The Committee may not cause the Club to disaffiliate from the SSO without a Special Resolution of the Members in General Meeting.
- (b) The Committee may not mortgage, sell or otherwise dispose of real estate that is either owned or let by the Club, without a Special Resolution of the Members in General Meeting.
- (c) The Committee may not lease or sub-lease real estate that is either owned or let by the Club, without an Ordinary Resolution of the Members in General Meeting.

- (i) For the avoidance of doubt, the hire of boat storage racks, locker spaces and other amenities within the Club's boatsheds to Members or other related entities (i.e. other Rowing Clubs) is not restricted by Clause 9.2 (b), provided that such arrangements have a term not exceeding 12 months in duration.
- (ii) Similarly, the temporary hire of the Club's function room, kitchen and associated amenities to the general public on a commercial basis is not restricted by Clause 9.2 (b), provided that such arrangements are of a limited duration and do not substantially impact upon the use and enjoyment of the Club's facilities by Members.
- (d) The Committee may not enter into a major building or re-building enterprise owned by the Club without a Special Resolution of the Members in General Meeting. For the avoidance of doubt, a major enterprise is to be defined as greater than \$100,000 in value.
- (e) The Committee may not apply for or obtain a Gaming Machine Licence under the Gaming Machines Act 1992 without a Special Resolution of the Members in General Meeting.

## **10 COMPOSITION OF THE COMMITTEE**

### **10.1 Composition of the Committee**

- (a) The Committee will comprise of up to thirteen (13) Elected Committee Members elected under Clause 11 to the following positions:
  - (i) President,
  - (ii) Captain,
  - (iii) Two (2) Vice-Captains,
  - (iv) Secretary,
  - (v) Treasurer, and,
  - (vi) Seven (7) General Committee Members.

### **10.2 Portfolios**

- (a) The role of the President shall be the general promotion of the Club and the provision of guidance to the Committee with respect

to the traditions of the Club. On retiring from the position of President, the incumbent will automatically become a Vice-Patron.

- (b) The Captain shall be the executive head of the Club, subject to the control of the Committee.
  - (i) The Captain is responsible for, and supervise, the whole of the administration of the Club and the promotion of the Objects of the Club.
  - (ii) The Captain shall be an ex-officio Member of any crew selection committee or committees, and of all other sub-committees appointed by the Committee.
  - (iii) The Captain is responsible for managing all boat and equipment use.
- (c) The Vice-Captains shall assist the Captain generally to carry out his or her duties, and in the absence of the Captain, the Vice-Captains shall have similar authority to the Captain's authority
- (d) The Secretary is responsible for managing the Club's administration, correspondence and membership records, including:
  - (i) Issue notice of Committee meetings and keep minutes in accordance with Clauses 14 and 26;
  - (ii) Issue notice of General Meetings in accordance with Clause 33;
  - (iii) Be responsible for a register of Members in accordance with Clause 5.6;
  - (iv) Be responsible for the custody of the papers and records belonging to the Club;
  - (v) Inform Members of the acceptance of their resignation;
  - (vi) Inform membership applicants of the acceptance or rejection of their application;
  - (vii) Conduct correspondence on behalf of the Committee and of the Club;
  - (viii) Post and distribute notices of all matters connected with the Club as required by these Rules and as deemed appropriate by the Committee from time to time;

- (ix) Collate reports of the Committee into an Annual Report to be distributed to Members prior to the Annual General Meeting in accordance with this Constitution.
- (e) The Treasurer is responsible for managing the Club's financial accounts and records, including:
  - (i) Collect and receive all moneys due to the Club and make all payments authorised by the Club;
  - (ii) Keep accounting records and books in accordance with Clause 26;
  - (iii) Provide a full statement of the financial affairs of the Club together with the Club's bank statement to each meeting of the Committee,
  - (iv) At each meeting of the Committee, submit all accounts of money owing by the Club for approval of payment thereof; and,
  - (v) Maintain a list detailing each Member's financial position in accordance with these Rules.
- (f) The General Committee Members will each have a portfolio of responsibility assigned at the discretion of the Committee.

## **11 COMMITTEE MEMBERS**

### **11.1 Nominations**

- (a) The Committee must call for nominations for Committee positions at least twenty-eight (28) days prior to the Annual General Meeting, and make available any prescribed form required as per Clause 11.2 (a).
- (b) The Committee may, when it calls for nominations, indicate which portfolios on the Committee it wishes to fill, the job descriptions for those portfolios and the qualifications or experience it considers desirable for those portfolios.

### **11.2 Form of Nomination**

- (a) Nominations must:
  - (i) Be in writing;
  - (ii) Be in the prescribed form (if any) provided for that purpose;

- (iii) Be signed by the nominee;
- (iv) Seconded by another Member; and
- (v) Be delivered to the Secretary not less than seven (7) days before the date fixed for the Annual General Meeting.

### **11.3 Elections**

- (a) If the number of nominations received for a Committee position does not exceed the number of vacancies to be filled, then those nominated will be declared elected at the Annual General Meeting.
- (b) If there are insufficient nominations received to fill all vacancies for a Committee position, nominations for the remaining positions may be made from the floor of the Annual General Meeting. If the number of nominations received from the floor does not exceed the number of vacancies to be filled, then those nominated will be declared elected at the Annual General Meeting.
- (c) If at any stage the number of nominations for the Committee exceeds the number of vacancies then to be filled, an election must be conducted at the Annual General Meeting.
- (d) Elections must be conducted by secret ballot or in such manner and by such method as may be determined by the Committee from time to time or if the Committee has not made a determination, by the method determined by the chairperson of the Annual General Meeting.
- (e) If at the close of the Annual General Meeting, vacancies on the Committee remain unfilled, the vacant positions will be casual vacancies under Clause 13.1.

### **11.4 Term of Appointment for Committee Members**

- (a) Subject to Clause 11.4(b), the term of office of each Committee Member begins at the conclusion of the Annual General Meeting at which their election occurs.
- (b) If the law requires the Committee Member to have a particular qualification or clearance (for example, police clearance), the

Committee Member's term will not begin until the qualification or clearance has been established.

- (c) The term of office of each Elected Committee Member ends at the conclusion of the Annual General Meeting following their election.

## **12 HONORARY POSITIONS**

### **12.1 Election & Term of Appointment**

- (a) With the exception of the Patron, the election of Members to fill Honorary Positions shall be conducted at the Annual General Meeting each year.
  - (i) Nominations for honorary positions shall be made as per Clause 11.1 and 11.2. Incumbent members filling an Honorary Position are eligible for re-election without nomination.
  - (ii) Each nomination shall be subject to a show of hands of those Members present. A simple majority in favour of the nomination will result in the successful election of the nominee to the position. At the discretion of the Chair and with the agreement of those Members present, nominations for Honorary Positions may be voted upon en masse.
- (b) With the exception of the Patron and Vice-Patrons, the term of office for each Honorary Position shall start at the conclusion of the Annual General Meeting of their election, and conclude at the end of the following Annual General Meeting.
- (c) A member may hold more than one Honorary Position at the same time.
- (d) With the exception of the Patron and any Life Members, all Members filling Honorary Positions are required to maintain their financial status under Clause 8.(c) unless otherwise waived by resolution of the Committee for services rendered in-kind.

## **12.2 Patron**

- (a) Tradition dictates that upon election or re-election, The Right Honourable The Lord Mayor of Adelaide shall be invited by the President to fulfil the position of Club Patron.
- (b) The term of the appointment of Patron shall start from the time of acceptance of the invitation and conclude at the expiration of their term as The Lord Mayor of Adelaide.
- (c) If the Patron is not already a Member of the Club, then they shall be admitted to the Membership as an honorary Ordinary Member of the Club for the period of their office and exempt from the requirements of Clause 8.
- (d) In the event that a future Lord Mayor of Adelaide should choose to decline the President's invitation to fulfil the position of Club Patron, the Committee shall be free to invite another prominent South Australian to act as Club Patron until such time that a subsequent Lord Mayor of Adelaide may accept the position.

## **12.3 Vice-Patrons**

- (a) Vice-Patrons shall be Members who have served the Club at a high level over a significant period of time and have demonstrated exemplary support for the traditions of the Club or rowing in general.
- (b) On retiring from the office of President, the incumbent will automatically become a Vice-Patron.
- (c) There is no restriction on the number of Vice-Patrons holding this office.
- (d) Once a Member has been elected to the office of Vice-Patron, they shall be entitled to maintain that office until they cease to be a Member of the Club under Clause 6.
- (e) A Senior Vice-Patron shall be appointed by the Vice-Patrons from amongst their cohort at the Annual General Meeting each year. The role of the Senior Vice-Patron is to facilitate communication

between the Vice-Patrons and the Club, and where necessary, co-ordinate the activities of the Vice-Patrons.

#### **12.4 Vice-Presidents**

- (a) Vice-Presidents shall be Members who have continuously served the Club at a high level over a long period of time (at least 10 years).
- (b) The Vice-Presidents shall actively:
  - (i) Assist the President to promote the Club and uphold its traditions;
  - (ii) Maintain a presence around the Club;
  - (iii) From time to time, provide mentoring, counsel and guidance to the Committee Members.
- (c) There is no restriction on the number of Vice-Presidents holding this office.
- (d) The cohort of Vice-Presidents are typically considered as a pool of potential future Presidents of the Club.
- (e) A Senior Vice-President shall be appointed by the Vice-Presidents from amongst their cohort at the Annual General Meeting each year. The role of the Senior Vice-President is to:
  - (i) Facilitate communication between the Vice-Presidents, the President and the Club,
  - (ii) Lead and co-ordinate the activities of the Vice-Presidents.

#### **12.5 Honorary Auditor**

- (a) If the person appointed as auditor to fulfil the obligations set out in Clause 27 is already a Member of the Club, they shall fulfil the position of Honorary Auditor.
- (b) If the person appointed as auditor to fulfil the obligations set out in Clause 27 is not already a Member of the Club, the position of Honorary Auditor shall remain vacant.

#### **12.6 Honorary Solicitor**

- (a) The role of Honorary Solicitor shall be to provide advice and counsel of a legal nature to the Committee without obligation.



### **12.7 Honorary Architect**

- (a) The role of Honorary Architect shall be to provide advice and counsel to the Committee in relation to the buildings and land that the Club maintains and occupies without obligation.

### **12.8 Honorary Archivist**

- (a) The role of Honorary Archivist shall be to preserve, document and record the history of the Club for the benefit of future Members without obligation.

## **13 VACANCIES ON THE COMMITTEE**

### **13.1 Casual Vacancies**

- (a) Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Committee Members. A person appointed to fill a casual vacancy holds office only until the end of the next Annual General Meeting irrespective of the term of office of the person whom he or she replaces.

### **13.2 Grounds for Termination of Committee Member**

- (a) The office of a Committee Member becomes vacant if the Committee Member:
  - (i) Dies;
  - (ii) Becomes bankrupt or makes any arrangement or composition with their creditors generally;
  - (iii) Suffers from mental or physical incapacity;
  - (iv) Is disqualified from office under section 30 of the Act;
  - (v) Resigns his or her office by notice in writing to the Club;
  - (vi) Is absent without the consent of the Committee from three (3) meetings of the Committee held during a period of six (6) months;
  - (vii) Holds any office of employment with the Club;
  - (viii) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest;

- (ix) Is removed by the Members in General Meeting; or
  - (x) Would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Commonwealth).
- (b) If a Committee Member is removed by resolution of the Members, the Committee Member cannot be reappointed to the Committee as Committee Member without a further resolution of the Members authorising the appointment.

### **13.3 Committee May Act**

- (a) If there are any vacancies on the Committee, the remaining Committee Members may act but, if the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute a quorum.

## **14 MEETINGS OF THE COMMITTEE**

### **14.1 Committee to Meet**

- (a) The Committee must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act). Subject to this Constitution, the Committee may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Committee Member may at any time convene a meeting of the Committee on reasonable notice to the other Committee Members.

### **14.2 Attendance by Telephone**

- (a) A Committee Member may attend a meeting by telephone or other electronic means by which he or she can hear and be heard.

### **14.3 Decisions of Committee**

- (a) Subject to this Constitution, questions arising at any meeting of the Committee may be decided by Ordinary Resolution. Each Committee Member has one (1) vote on any question.
- (b) In the event of a tie and further debate is unable to generate a clear majority, the Chair may exercise a single additional casting vote on any matter.

### **14.4 Resolutions not in Meeting**

- (a) Subject to Clause 14.4(d), the Committee may pass a resolution without a Committee meeting being held if all the Committee Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Committee Member signs.
- (b) For the purposes of Clause 14.4(a), separate copies of a document may be used for signing by those entitled to vote if the wording of the resolution and statement is identical in each copy.
- (c) Any document referred to in this Clause may be in the form of a facsimile or electronic transmission.
- (d) A resolution may not be passed under Clause 14.4(a) if, before it is circulated for voting under Clause 14.4(a), the Committee resolves that it can only be put at a meeting of the Committee.
- (e) A resolution passed under this Clause must be recorded in the minute book.

### **14.5 Quorum**

- (a) At meetings of the Committee, the number of Committee Members whose presence is required to constitute a quorum is:
  - (i) If the number of Committee Members then in office is an even number, half of the number of Committee Members plus one; or
  - (ii) If the number of Committee Members then in office is an odd number, half of the number of Committee Members rounded up to the next whole number.

#### **14.6 Chairperson**

- (a) The President shall fulfil the role of Chairperson, subject to Clause 14.6.(c) below.
- (b) The Chairperson will act as chair of any Committee meeting or General Meeting at which he or she is present, and unless the Committee decides otherwise, is the nominal head of the Club.
- (c) If the Chairperson is not present, or is unwilling or unable to preside at a Committee meeting the remaining Committee Members must appoint another Committee Member to preside as chair for that meeting only.

#### **14.7 Committee Members' Interests**

- (a) The Committee Members must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Committee Member has an interest.

### **15 EXECUTIVE**

- (a) The Committee may, from time to time, employ a chief executive and other personnel it considers necessary or appropriate, in each case for such period and on such conditions as the Committee determines.

### **16 DELEGATIONS**

- (a) The Committee may, in writing, establish subcommittees and delegate to each of them the exercise of the functions of the Committee that are specified in the instrument of delegation, other than:
  - (i) This power of delegation; and
  - (ii) A function that is a function imposed on the Committee by the Act, by any other law, or by resolution of the Club in General Meeting.

## **17 SEAL**

- (a) The Club will have a Seal on which its corporate name appears in legible characters.
- (b) The Seal may not be used without the express authorisation of the Committee and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Committee Members or by one Committee Member and another person authorised by the Committee for that purpose.

## **18 ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Club must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Committee.
- (b) All General Meetings other than the Annual General Meeting will be Special General Meetings.

## **19 SPECIAL GENERAL MEETINGS**

### **19.1 Special General Meetings may be held**

- (a) The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

### **19.2 Requisition of Special General Meetings**

- (a) On the requisition in writing of not less than five per cent (5%) of the total number of Members, the Committee must, within one month after the receipt of the requisition convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several

documents in a like form, each signed by one or more of the Members making the requisitions.

- (c) If the Committee does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Committee and for this purpose the Committee must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

## **20 ATTENDANCE AT GENERAL MEETINGS**

- (a) Each Member is entitled to attend General Meetings.
- (b) Each of the Committee Members and the auditor (if any) is entitled to attend General Meetings, but not to vote unless he or she is a Member.

## **21 NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting must be given to every Member, the auditor and the Committee Members by the means authorised in Clause 33.
- (b) A notice of a General Meeting must specify the place, day and hour of the meeting and state the nature and order of the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting must be given to those Members entitled to receive notice, together with:

- (i) The agenda for the meeting;
- (ii) Any notice of motion received from Members entitled to vote.

## **22 BUSINESS**

- (a) The ordinary business to be transacted at the Annual General Meeting includes:
  - (i) The consideration of the accounts
  - (ii) The reports of the Committee and auditor,
  - (iii) The consideration of membership subscriptions proposed by the Committee for the following membership year, and,
  - (iv) The election of Committee Members and Honorary Positions under this Constitution, and the appointment of an auditor.
- (b) All business that is transacted at a General Meeting or an Annual General Meeting, other than those matters referred to in Clause 22(a), is special business.
- (c) No business other than that stated on the notice for a General Meeting may be transacted at that meeting.

## **23 PROCEEDINGS AT GENERAL MEETINGS**

### **23.1 Quorum**

- (a) No business may be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Subject to Clause 23.3(a)(ii), a quorum for General Meetings is 20 Members or one-quarter of the total number of Members who are eligible to vote at General Meetings, whichever is the lesser number.

### **23.2 Chairperson to Preside**

- (a) The Chairperson of the Committee will, subject to this Constitution, preside as Chairperson at every General Meeting except:
  - (i) In relation to any election for which the Chairperson of the Committee is a nominee; or

- (ii) Where the chairperson of the Committee has a conflict of interest.
- (b) If the Chairperson of the Committee is not present or is unwilling or unable to preside, the Members present must appoint another Committee Member to preside as chair for that meeting only.

### **23.3 Adjournment of meeting**

- (a) If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting
  - (i) The meeting was convened on the requisition of Members under Clause 19.2, the meeting will lapse; and
  - (ii) In any other case, those Members present will constitute a quorum.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and must, if directed by the meeting, adjourn the meeting from time to time and from place to place but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except as provided in Clause 23.3(c), it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **23.4 Voting Procedure**

- (a) At any meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
  - (i) The chairperson; or



- (ii) A simple majority of Members present at the meeting.

### **23.5 Recording of Determinations**

- (a) A declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes (including proxy votes) recorded in favour of or against the resolution.

## **24 VOTING AT GENERAL MEETINGS**

### **24.1 Members Entitled to Vote**

- (a) Each Member is entitled to one (1) on any matter put to a ballot in General Meeting provided that they:
  - (i) Are eligible to vote according to the Act; and,
  - (ii) Are over eighteen (18) years of age on the day of the General Meeting; and,
  - (iii) Do not have any outstanding financial obligations to the Club, and,
  - (iv) Are not suspended from the Club as per Clause 7.

### **24.2 Proxy Voting**

- (a) Any Member who is entitled to vote at General Meeting under Clause 24.1 may appoint another such eligible Member of the Club of their choosing to be their proxy and to attend and vote at any General Meeting on their behalf.
- (b) All proxy appointments shall be made by in writing on a prescribed form provided by the Committee and signed by the Member appointing the proxy.
- (c) Subject to Clause 33, the signed proxy form must be received by the Secretary no later than 7 days prior to the date of the General Meeting for the proxy to take effect.

- (d) All proxies shall be declared at the commencement of the General Meeting.

### **24.3 Chairperson may not exercise casting vote**

- (a) The chair of a General Meeting does not have a casting vote.

## **25 DISPUTE RESOLUTION PROCEDURE**

- (a) The dispute resolution procedure set out in this Clause applies to disputes between a Member and:
  - (i) Another Member; or
  - (ii) The Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days after the scheduled meeting, refer the dispute to the peak body this club is affiliated with, Rowing SA, who may refer the matter to an external agency, including the State Sport Dispute Centre, for resolution.
- (d) The Committee may prescribe additional grievance procedures in Regulations consistent with this Clause 25.
- (e) In this Clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred.

## **26 RECORDS AND ACCOUNTS**

- (a) The Club must comply with its obligations under of the Act in respect of accounts, records and minutes.

## **27 AUDITOR**

- (a) A qualified auditor must be appointed at each Annual General Meeting as the Club's auditor (Auditor) for the then current Financial Year.
- (b) Any vacancy occurring during the year in the office of Auditor must be filled by the Committee.
- (c) The Auditor has power at any time to call for the production of all books, accounts and other documents relating to the affairs of the Club.

## **28 APPLICATION OF INCOME**

- (a) The income and property of the Club must be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act, no portion of the income or property of the Club may be paid or transferred, directly or indirectly or whether by way of dividend, bonus or otherwise, to any Member or any associate of a Member.
- (c) Subject to Clause 28(d), nothing in Clauses 28(a) or 28(b) prevents a payment in good faith to any Member.
- (d) In accordance with Clauses 3 and 28(a) where that Member is a not-for-profit entity with a similar purpose to the Club;
  - (i) For any services actually rendered to the Club whether as an employee, Committee Member or otherwise;
  - (ii) For goods supplied to the Club in the ordinary and usual course of operation;
  - (iii) For interest on money borrowed from any Member;
  - (iv) For rent for premises demised or let by any Member to the Club;
  - (v) For any reasonable out-of-pocket expenses incurred by the Member on behalf of the Club.
- (e) No payment made under Clause 28 (c) may exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

## **29 WINDING UP**

- (a) Subject to this Constitution, the Club may be wound up or deregistered in accordance with the Act.

## **30 DISTRIBUTION OF ASSETS ON WINDING UP**

- (a) If, on winding up, dissolution or deregistration of the Club and after satisfaction of all the Club's debts and liabilities, there remain surplus assets (as defined in the Act), those surplus assets must not be paid to or distributed amongst the Members, but must be distributed to another organisation, or organisations, which has objects similar to the Objects and a constitution which prohibits the distribution of income and property to Members.
- (b) The organisation, or organisations, to whom the distribution is to be made under Clause 30(a) may be determined by the Members in General Meeting at or before the time of winding up, dissolution or deregistration, and in default of a determination by the Members, by a judge of the Supreme Court of South Australia or any other Court that has jurisdiction in the matter.

## **31 CONSTITUTION**

### **31.1 Alteration of Constitution**

- (a) Subject to Clause 31.1(b), this Constitution may be repealed or altered or a new provision may be added by Special Resolution passed at a duly convened General Meeting.
- (b) If, in the opinion of the Committee, it is necessary to amend this Constitution:
  - (i) To achieve or maintain affiliation of the Club with the SSO;
  - (ii) To comply with the SSO constitution and regulations; or
  - (iii) To achieve or maintain a particular tax status,then, the Committee may, by Ordinary Resolution, make the amendments that it considers necessary for the purpose.

## **32 REGULATIONS**

### **32.1 Committee to Formulate Regulations**

- (a) The Committee may make and amend rules, regulations, by-laws or policies (Regulations) for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable, including without limitation regulations governing:
  - (i) The conduct of club competitions or events (including but not limited to the rules of competition and codes of conduct);
  - (ii) The conduct of meetings;
  - (iii) The resolution of disputes;
  - (iv) Discipline of Members for breaches of this Constitution or the Regulations; and
  - (v) Any other matter in respect of which this Constitution authorises the Committee to make Regulations or which the Committee considers is necessary or appropriate for the good governance of the Club and its affairs.
- (b) The Regulations must be consistent with this Constitution, the SSO constitution and any regulations made by the SSO.

### **32.2 Regulations Binding**

- (a) All Regulations are binding on the Club and all Members.

### **32.3 Publication of Regulations**

- (a) Regulations and any amendments, alterations or other changes to or interpretations of the Regulations may be communicated to Members by a notice on the Club's website or in any journal or publication which is published by or on behalf of the Club and which is circulated by the Club to the Members.

## **33 NOTICE**

- (a) Any notice required or authorised by this Constitution to be given to a Member may be served on the Member personally, or by sending it through the post in a prepaid envelope addressed to the Member at the Member's last known place of business or residence, or by facsimile, email or other electronic means or by its insertion on the Club's website or in any journal or publication which is published by or on behalf of the Club and which is circulated by the Club to its members.
- (b) Any notice required or authorised by this Constitution to be given to the Club may be served by delivering it personally to the Club at its registered office or by sending it through the post in a prepaid envelope addressed to the Club at the registered office.
- (c) A notice served by post will be taken to have been received by the recipient on the second working day after it was posted.
- (d) A notice served by facsimile, email or other electronic means will be taken to have been received by the Member two hours after it was sent.

## **34 CLUB COLOURS AND UNIFORM**

### **34.1 Club Colours**

- (a) The Club colours shall be black, red and gold in ascending order with gold always being the uppermost colour. This translates into the I'Zingari legend of "out of darkness, through fire, into light".

### **34.2 Club Shield**

- (a) The design of the Club Shield shall consist of a white shield, bordered in red, black and gold edging, placed over gold crossed oars which overlap the shield, with the letters A (black), R (red), C (gold) intertwined with each other and superimposed within the white shield.

### 34.3 Uniform

- (a) Club Blazer
- (i) The Club Blazer shall be made from material that four centimetres wide vertical stripes of black, red and gold. The sequence begins on the wearer's right and continues clockwise around the body.
  - (ii) Approval to obtain a Club Blazer is at the discretion of the Committee. A Member may only request to obtain a Club Blazer by way of written application to the Committee. Members must be Member of the Club for a minimum of two (2) years for approval to be granted.
  - (iii) There are two types of pocket which may be assigned to a Member to affix to their Club Blazer.
    - i. *The Ordinary Pocket, which consists of a small Club Shield, approximately 5cm in diameter, embroidered onto a pocket of striped blazer material,*
    - ii. *The Senior Pocket, which consists of a larger Club Shield, approximately 7 to 8cm in diameter, embroidered onto a pocket of plain black material.*
  - (iv) Only Members who meet the eligibility criteria as defined by Clause 34.3.(a).(v) shall be permitted to wear a Club Blazer displaying the Senior Pocket. All other Members are only eligible to wear a Club Blazer displaying the Ordinary Pocket.
  - (v) To be eligible to wear the Senior Pocket, a Member must have:
    - i. *Won at least three (3) open SA State Championships (excluding grade, or age-restricted events),*
    - ii. *Won an open National Championship or Interstate Regatta event (excluding grade, or age-restricted events),*
    - iii. *Represented South Australia in a Senior crew at the Interstate Regatta on at least three (3) occasions (excluding grade, or age-restricted events), or,*
    - iv. *Represented Australia at a senior World Championship or Olympic Games (excluding grade, or age-restricted events), or,*
    - v. *Be an Honorary Life Member of the Club.*

- (b) I'Zingari Tie
  - (i) The I'Zingari Tie shall consist of two and a half centimetre stripes of black, red and gold. The stripes fall from the left shoulder to the right hip.
- (c) I'Zingari Cap
  - (i) The I'Zingari Cap shall consist of four centimetre broad hoops of black, red and gold ascending up the cap with gold at the crown, a black button within the uppermost gold hoop, and the Club Shield is above the peak of the cap.
- (d) Any Club articles of apparel may use these colours, subject to approval by ordinary resolution of the Committee, and be separately defined in the Regulations of the Club.

## **35 INDEMNITY**

- (a) Every Committee Member and employee of the Club is entitled to be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any proceedings in which relief is granted by the Court.
- (b) The Club must indemnify its Committee Members and employees against all damages and losses (including legal costs) for which any such Committee Member or employee may be or become liable to any third party in consequence of any act or omission:
  - (i) in the case of a Committee Member, performed or made in good faith whilst acting on behalf of and with the authority, express or implied of the Club; and
  - (ii) in the case of an employee, performed or made in good faith in the course of, and within the scope of their employment by the Club.



## **36 RECIPROCAL RIGHTS**

- (a) In the spirit of comradery, the Committee may enter into a reciprocal rights agreement with any rowing club located outside the Adelaide metropolitan area that shares similar values and objects as the Club. Such a club shall be referred to as a Reciprocal Club.
- (b) Upon presentation of a Letter of Introduction from the President, Captain or Secretary of a Reciprocal Club, a Member of the Reciprocal Club who may be visiting Adelaide shall be permitted to use the Club's boats, equipment and facilities without charge.
  - (i) A visiting Member of Reciprocal Club shall be considered as a Temporary Member in accordance with Clause 5.8.
  - (ii) SSO registration and competition entry fees may still be charged as per Clause 5.3.(b).(ii)
- (c) Any Member may request a Letter of Introduction from the President to present to a Reciprocal Club as may be required under the terms of a reciprocal rights agreement.

## **37 SOCIAL AFFILIATES**

- (a) The Club may offer social affiliation to any person who may wish to contribute to the social fabric of the Club without the full commitment of maintaining Member status.
- (b) A person may apply to become a Social Affiliate of the Club using the same process outlined in Clause 5.2.
- (c) Social affiliation shall be subject to payment of an annual fee, which shall be set at the discretion of the Committee.
- (d) Social affiliates are not Members of the Club, and as such, are not entitled to:
  - (i) Vote at General Meetings of the Club;
  - (ii) Hold Honorary or Committee Positions;
  - (iii) Represent the Club in competition; or,
  - (iv) To use the Club's fleet or equipment.

- (e) Social affiliates are subject to the same obligations and expectations as Members as outlined in Clauses 5.5, 5.7, 6, 7 and 32.

## **38 I'ZINGARI FOUNDATION**

- (a) The I'Zingari Foundation (IZF) is governed by a Deed of Trust and has been charged to provide the Adelaide Rowing Club with financial security for the future through the creation of a substantial capital base which is not generally available to meet normal operating expenses, but is available to assist the Club in times of need.
- (b) As per the Deed of Trust, the Club is the sole beneficiary of the IZF.
- (c) The IZF is governed and managed by its Trustees in accordance with the Deed and is an independent entity to the Club and the Committee.
- (d) Members of the IZF who are not Members of the Club through other means shall be afforded complimentary Social Affiliate status as per Clause 37.
  - (i) No recognition or credit of this provision of this Social Affiliation shall be afforded to Members of the IZF who are also Members of the Club towards payment of subscriptions to the Club under Clause 8.
- (e) The Committee shall ensure that any substantive gifts or bequests given to the Club (in excess of \$1,000 in value) are transferred to the IZF within three (3) months of receipt, except for where the gift or bequest:
  - (i) Is non-financial in nature, or,
  - (ii) Has been made subject to specific terms and conditions which may conflict with Clause 38 (e), in which case, the Club shall honour the terms and conditions of the gift or bequest.

## **39 TRANSITIONAL PROVISIONS**

### **39.1 Continuing Membership**

- (a) Each person who is a Member on the day on which this Constitution is adopted, will automatically be admitted to membership in the category that, in the reasonable opinion of the Committee, is the category most appropriate for that Member.

### **39.2 Committee Members**

- (a) For the purpose of determining when the term ends for each Committee Member in office on the day on which this Constitution is adopted, time served in the Committee Member's current term will be counted as if this Constitution had been in place at the commencement of that term.

### **39.3 Regulations Deemed Applicable**

- (a) All rules, by-laws, policies and regulations of the Club in force at the date of the approval of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with, or have been replaced by this Constitution.