

Cyclo Sportif Club of Australia Inc

Club Constitution amended in accordance with a Special Resolution at a Special General Meeting of the Club on 11 August 2008

1. NAME

The name of the Club is "**Cyclo Sportif Club of Australia Inc**", referred to in this Constitution as "the "Club".

2. OBJECTS

The objects of the Club are:

- (a) to promote the sport of cycling generally and to liaise and co-operate with governmental, semi-governmental, private and charitable bodies, the purposes of which are to promote participation in cycling generally, the conduct of cycling events and the promotion of a safe environment for cyclists.
- (b) to organise and provide cycling events that offer fun, fitness and challenges to serious recreational cyclists in Western Australia;
- (c) to provide an opportunity to learn the skills and techniques required for safe cycling;
- (d) to affiliate with those entities (including but not limited to Cycling WA and Cycling Australia) whose purpose is the promotion of cycling generally;
- (e) to provide opportunities for group recreation and regional involvement in Club events;

3. ATTAINING OBJECTS

The Club shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objectives of the Club.

4. PROPERTY OF THE CLUB

The Club must apply all property and income of the Club towards the promotion of the objects of the Club. No part of the property or income of the Club shall be paid or otherwise distributed, directly or indirectly, to members of the Club, except in good faith, for the provision of appropriate services to those members and in any event in the promotion of those objectives.

5. POWERS OF THE CLUB

The powers of the Club, in addition to any other powers conferred by law, are:

- (a) to acquire, hold, deal with and dispose of any real or personal property;
- (b) to open and operate bank accounts;
- (c) to invest its money –
 - (i) in any security in which trust moneys may be invested; or

- (ii) in any other manner authorised by the rules of the Club;
- (d) to borrow money upon such terms and conditions as the Club thinks fit;
- (e) to give security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (f) to appoint members, agents and employees to transact any business of the Club on its behalf, for reward or otherwise;
- (g) to build, construct, erect, maintain, alter and repair any premises, building or other structure of any kind and to furnish, equip and improve them for use by the Club;
- (h) to accept sponsorships, donations and gifts in accordance with the objectives of the Club and make donations and gifts;
- (i) to print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Club;
- (j) to provide certificates, awards or prizes in accordance with the objectives of the Club;
- (k) to organise social events for members and the promotion of the Club;
- (l) to enter into any other contract the Club considers necessary or desirable; and
- (m) exercise any other power necessary to facilitate the powers specified above.

6. MEMBERSHIP

- (a) Subject to clause 7, membership shall be open to any person who wishes to further the interests of the Club.
- (b) Any person seeking membership may make application to the Management Committee, and the Management Committee shall determine whether the application is successful or not.
- (c) Membership must be renewed annually.
- (d) Each person admitted to membership shall be:
 - (i) bound by this Constitution and any rules or by-laws of the Club in force from time to time;
 - (ii) liable for fees and subscriptions as may be fixed by the Club, and
 - (iii) entitled to all of the advantages and privileges of membership conferred by this Constitution.
- (e) Membership shall lapse in the event that any fee or subscription payable to the Club is not paid within 28 days of the due date for payment.

7. MEMBERSHIP AND AFFILIATED PARTICIPANTS

(a) Members

- (i) any person who is a financial ordinary member of the Club is entitled to enjoy the privileges of the Club and, if not less than 18 years of age, may hold any office;
- (ii) any ordinary member at any reasonable time may:
 - (A) inspect and make a copy of or take an extract from:
 - (1) the Club's Constitution;
 - (2) the register of members, including postal or residential addresses;
 - (3) the record of the names of the persons who hold the offices of the Club under the Constitution, including their postal or residential addresses; and
 - (4) the record of the persons who are authorised to use the Club's common seal, including their postal or residential addresses,

held by the Club but shall have no right to remove the register or the records for that purpose; and

- (B) inspect the Club's books, documents and records.

(b) Affiliated Participants

- (i) any person who holds a Cycling Australia Recreational or Racing Licence and is a member of a racing club may be an affiliated participant in the activities of the Club.
- (ii) affiliated participants may be required to pay fees as set by the Management Committee from time to time for participation in Club events.
- (iii) affiliated participants may attend (but will have no voting or speaking rights at) Annual or General Meetings of the Club nor have the right to hold office with the Club or to inspect Club records."

8. SUBSCRIPTIONS

The Management Committee shall:

- (a) determine subscription and other fees from time to time;
- (b) determine the dates by which fees shall be payable; and
- (c) make provision for the payment of licence and other fees to any relevant entity.

9. TERMINATION OF MEMBERSHIP

- (a) Membership of the Club may be terminated by:
- (i) resignation;
 - (ii) expulsion;
 - (iii) failure to pay any fee or subscription, in accordance with clause 6(e).
- (b) The Management Committee shall have the power to suspend or expel any member of the Club for:
- (i) failure to pay a subscription fee as set out in clause 8;
 - (ii) any false or inaccurate statement made in that member's application for membership of the Club;
 - (iii) any breach of this Constitution or any rule or by-law of the Club; or
 - (iv) any act considered by the Management Committee to be detrimental to the standing or reputation of the Club.
- (c) Any decision of the Management Committee under clause 9(b) must be preceded by a proper level of enquiry by the Management Committee, including the right of the member to be:
- (i) advised of the nature of the complaint arising under clause 9(b);
 - (ii) provided with an opportunity to respond to that complaint.
- No decision may be made by the Management Committee to suspend or expel a member until that process is complete.
- (d) Any member who is suspended or expelled shall have the right to appeal against the suspension or expulsion to a General Meeting convened for that purpose. Each of the member and a representative of the Management Committee shall address the General Meeting so convened and the decision of the General Meeting on simple majority shall be final.

10. MANAGEMENT COMMITTEE

- (a) Management of the Club shall be vested in the Management Committee elected by the members at the Annual General Meeting and shall consist of the positions of:
- (i) President,
 - (ii) Vice President,
 - (iii) Secretary,
 - (iv) Treasurer, and
 - (v) at least two Committee members.

Only members qualified under clause 7(a)(i) may be elected to the Management Committee. Vacancies shall occur on expiration of a term, resignation or a requirement to fill a position occupied by virtue of clause 11(j).

- (b) No person may hold more than one position on the Management Committee at any one time. A person shall cease to be a member of the Management Committee at the conclusion of the Annual General Meeting three years after his or her election and he or she will be eligible for re-election for a second three year term (with the exception of those members of the Management Committee elected at the inaugural meeting, who may hold office for one year only before seeking re-election).
- (c) No person will be eligible to be a member of the Management Committee for more than three consecutive terms.
- (d) A quorum of the Management Committee shall be four.
- (e) If the President or Vice President is unable to attend a meeting of the Management Committee then a chairperson nominated by the meeting shall chair that meeting.
- (f) A member of the Management Committee may lose his or her seat on the committee for either:
 - (i) absence from three or more meetings without leave of absence having first been granted by the Management Committee, or
 - (ii) that person not being a financial member of the Club.

11. POWERS OF THE MANAGEMENT COMMITTEE

The Management Committee shall carry out the day-to-day running of the Club and shall have the power to:

- (a) administer the finances, appoint bankers and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another and to close any such account;
- (b) fix the manner in which such banking accounts shall be operated upon, providing the Management Committee passes all payments;
- (c) fix fees and subscriptions payable by members, determine levies, fines and charges as is deemed necessary and advisable and enforce payment of any amounts so determined;
- (d) adjudicate on all matters brought before it which in any way affect the Club;
- (e) cause minutes to be made of all proceedings at meetings of the Management Committee and General Meetings of members;
- (f) make, amend and rescind by-laws and rules determined by the Management Committee to be appropriate for the conduct of the operations of the Club from time to time;
- (g) have the power to form and appoint one or more sub committees as required from time to time;
- (h) engage or employ persons to carry out functions or duties required by the Club from time to time. This power includes a power to remunerate a member for the performance of functions or duties required by the Club where the Club considers that necessary or desirable for the proper operation of the Club;

- (i) appoint an officer or agent of the Management Committee to have custody of the Club's records, documents and securities; and
- (j) co-opt additional members of the Management Committee (beyond the members contemplated by 10(e) of this Constitution) and to fill any casual vacancy which occurs on the Management Committee provided that, in either case, co-opted members or persons filling a casual vacancy shall hold office only until the next Annual General Meeting of the Club.

12. AUDITOR

- (a) The Annual General Meeting shall elect or appoint an Auditor.
- (b) The Auditor shall examine and audit all the books and accounts of the Club annually and have the power to call for all books, papers, accounts, receipts and other documents of the Club and provide an audit report to each Annual General Meeting.

13. GENERAL MEETINGS

(a) Annual General Meeting

- (i) The Annual General Meeting of the Club must be held within four months of the end of the Club's financial year.
- (ii) The Secretary shall give at least fourteen (14) days notice of the date of the Annual General Meeting to members.
- (iii) Subject to clause 17(a), any member who wishes to place business before the Annual General Meeting shall provide written notice to that effect to the Secretary at least seven (7) days prior to the date fixed for the conduct of the Annual General Meeting.
- (iv) All members may attend the Annual General Meeting.
- (v) The quorum at the Annual General Meeting shall be not less than 10 members. If, at the end of 30 minutes after the time appointed in the notice for the opening of the meeting, there is no quorum the meeting shall stand adjourned for one week. If at the adjourned meeting there is no quorum those members present shall be competent to discharge the business of the meetings.
- (vi) The agenda for the Annual General Meeting shall be:
 - (A) Opening of Meeting,
 - (B) Apologies,
 - (C) Confirmation of Minutes of previous Annual General Meeting,
 - (D) Presentation of Annual Report,
 - (E) Adoption of Annual Report,
 - (F) Presentation of Treasurer's statement,
 - (G) Election of members of the Management Committee and the appointment of the Auditor,

- (H) Vote of thanks to outgoing members of the Management Committee,
- (I) Business of which notice has been given in accordance with paragraph (iii) of this clause,
- (J) Close.

(b) **General Meetings**

- (i) The Secretary shall give at least seven (7) days notice in writing of the date of the General Meeting to members. Notice of General Meetings shall set out clearly the business for which the meeting has been called. No other business shall be dealt with at that General Meeting.
- (ii) The quorum at the General Meeting shall be a minimum of ten members not including members of the Management Committee.
- (iii) A General Meeting may be called by resolution of the Management Committee or upon a requisition by not less than ten (10) members. A requisition by members shall be in writing and provided to the Secretary.

14. VOTING

- (a) Voting at the Annual General Meeting and General Meetings.
 - (i) Voting is to be in person or by proxy provided that a proxy must be evidenced in writing and received by the Secretary prior to the time set for commencement of the meeting;
 - (ii) The President shall be entitled to a deliberative vote and, in the event of a tied vote, shall exercise a casting vote;
 - (iii) Each member present in person or by proxy shall have one (1) vote.
- (b) Voting at Management Committee meetings.
 - (i) Each member of the Management Committee present shall have one (1) vote.
 - (ii) The President shall be entitled to a deliberative vote and, in the event of a tied vote, the President shall exercise a casting vote.

15. FINANCES

- (a) All funds of the Club shall be deposited into the Club's accounts at such bank or recognised financial institution as the Management Committee may determine.
- (b) A statement showing the financial position of the Club shall be tabled at each Management Committee meeting by the Treasurer.
- (c) A Statement of Income and Expenditure, Assets and Liabilities shall be submitted to the Annual General Meeting. The Auditor's report shall be attached to that financial report.

(d) The financial year of the Club shall commence on 1 January of each year. The accounts, books and all financial records of the Club shall be audited each year.

(e) The signatories to the Club's accounts will be any two of the following:

- (i) President,
- (ii) Vice President,
- (iii) Secretary,
- (iv) Treasurer,

or as may be designated by the Management Committee from time to time.

16. COMMON SEAL

In the event that it is determined that the Club will have a common seal, that seal shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or document except by resolution of the Management Committee and in the presence of at least the President and two members of the Committee, both of whom shall endorse their names as witnesses.

17. ALTERATIONS TO THE CONSTITUTION

- (a) No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting or a General Meeting called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members fourteen (14) days prior to the Annual General Meeting, or seven (7) days prior to a General Meeting called for that purpose.
- (b) The Secretary shall forward such notices of motion to each Management Committee member at least five (5) days prior to the Annual General Meeting or General Meeting.
- (c) Motions, or any part of them, shall be of no effect unless passed by a seventy five percent (75%) majority of persons present or voting by proxy entitled to a vote at the Annual General Meeting or General Meeting.
- (d) Within one month of the passing of a resolution referred to in clause 17(c), the Secretary shall notify the Department of Consumer and Employment Protection of the amendment.

18. DISSOLUTION

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

- (a) another incorporated association having objects similar to those of the Club; or
- (b) for charitable purposes,

which incorporated association or purposes, as the case requires, shall be determined by resolution of the members.