

# TASMANIAN

# UNIVERSITY

# STUDENT

# ASSOCIATION

## Programming Club Constitution

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## Part 0: The Club

### Section 0: Name

The name of the club will be the Programming Club, hereby referred to as the Club.

### Section 1: Club Office

The Club's office will be at the Tasmanian University Student Association PO Box 5055, University of Tasmania LPO, Sandy Bay, TAS, 7005.

### Section 2: Objectives and Purposes

The Club's objectives and purposes must be as follows:

- a. to encourage and facilitate the pursuit of programming competence and excellence, starting at any skill level;
- b. to create and manage projects on an ongoing basis to achieve the above purpose;
- c. to build a community of like-minded individuals;
- d. to boost networking and skill-acquisition/improvement events; and
- e. to centralise available programming resources (University and external) as well as the UTAS ICT community.

### Section 3: Affiliations

**3.0.** The Club must be affiliated with the Tasmanian University Student Association Inc., and anything in this constitution or any act of this Club or its officers that is inconsistent with the constitution or regulations of the Tasmanian University Student Association Inc., or any amendment thereto or any special rule thereunder, will be null and void insofar as it is inconsistent.

**3.1.** The Club is not incorporated and formally agrees that it must follow the guidance and control of Tasmanian University Student Association Inc. regarding governance, finances, risk management and policies.

## Part 1: Club Membership

### Section 4: Membership Details

**4.0.** The Club's annual membership period will be from January 1<sup>st</sup> until December 31<sup>st</sup> in the same year.

**4.1.** The Club's extended membership period will be from, at the earliest, the end of the annual general meeting until December 31<sup>st</sup> in the following year.

**4.2.** At the Committee's discretion, the annual and extended membership periods may be extended beyond their expected period until, at the latest, the end of the week before week 1 in semester 1 of the following year, provided a new annual membership is not made available until then.

**4.3.** Annual memberships must be available for purchase by the beginning of week 1 in semester 1 and must not be sold after the end of the year despite potentially remaining valid by 4.2.

**4.4.** Extended memberships may not be sold once a new annual membership for the same year is made available despite remaining valid for at least the rest of the year.

**4.5.** The Club will be open to all currently enrolled students at the University of Tasmania in the full year for a given membership type who are aged 18 or older may join as a student member upon payment of the prescribed student subscription fee in Section 5.

**4.6.** Persons 18 years or older who will be excluded by 4.5 may join as an associate member upon payment of the associate subscription fee in Section 5.

**4.7.** Upon receipt of the appropriate membership fee listed in Section 5, the Secretary must enter the applicant's name in a register of members.

**4.8.** All student and associate members are entitled to the same rights and privileges except where rules and regulations direct otherwise.

**4.9.** All student and associate members may participate in the Club's activities if, by doing so, they are not likely to affect

- a. the safety of themselves, other participants, bystanders, or the general public;
- b. the integrity of the Club's property; or
- c. the viability of the Club's activities, objectives, and purposes.

## **Section 5: Membership Fees**

**5.0.** The annual membership fee payable by student members as described in 4.0, 4.2, 4.3, and 4.5 is the following amount: \$5.

**5.1.** The annual membership fee payable by associate members as described in 4.0, 4.2, 4.3, and 4.6 is the following amount: \$10.

**5.2.** The extended membership fee payable by student members as described in 4.1, 4.2, 4.4, and 4.5 is the following amount: \$7.5.

**5.3.** The extended membership fee payable by associate members as described in 4.1, 4.2, 4.4, and 4.6 is the following amount: \$15.

## **Part 2: Financial Matters**

### **Section 6: Income and Property**

**6.0.** The Club's income and property must be applied solely towards the promotion of the Club's objectives and purposes as described in Section 2.

**6.1.** No portion of the Club's income or property is to be paid or transferred to any member unless the payment or transfer is made in accordance with the rest of this section.

**6.2.** The Club may pay a servant or member remuneration in return for services rendered to the Club or for goods supplied to the Club in the ordinary course of business of the servant or member.

**6.3.** Despite 6.2, the Club must not pay a person any amount unless the Committee first approves that payment.

**6.4.** Any contributions to projects run by the Club are accepted at the discretion of the Technical Support Officer and then become the property of the Club.

**6.5.** The Technical Support Officer must maintain a list of active contributors to each of the Club's projects.

**6.6.** If the Club is wound up, the last executive officer must undertake to transfer each of the Club's projects to one or more of its recorded active contributors.

### **Section 7: Accounts of Receipts and Expenditure**

**7.0.** True accounts are to be kept of the following:

- a. each receipt or payment of money by the Club and the matter in respect of which the money was received or paid; and
- b. each of the Club's assets or liabilities.

**7.1.** The accounts are to be open to inspection by the members at any reasonable time and in any reasonable manner determined by the Committee.

**7.2.** The Treasurer is to keep all accounting books, general records, and records of receipts and payments connected with the Club's business in the form, manner, and location the Committee determines.

## Section 8: Banking and Finances

**8.0.** The financial year will be from July 1<sup>st</sup> to June 30<sup>th</sup> the following year.

**8.1.** On behalf of the Club, the Treasurer is to

- a. receive any money paid to the Club;
- b. immediately after receiving the money, issue an official receipt in respect of the money; and
- c. cause the money to be paid into the account opened under 8.2 as soon as practicable after receiving it.

**8.2.** The Committee is to maintain an account with the Commonwealth Bank of Australia in the name of the Club.

**8.3.** The Committee may

- a. receive from an authorised deposit-taking institution a cheque drawn by the Club on any of its accounts with the authorised deposit-taking institution; and
- b. release or indemnify the authorised deposit-taking institution from or against any claim, action, or other proceeding arising directly or indirectly out of the drawing of that cheque.

**8.4.** Except with the authority of the Committee, a payment exceeding \$50 is not to be made from the Club's funds other than by direct money transfer or cheque drawn on the Club's account.

**8.5.** The Committee may provide the Treasurer with an amount of money to meet urgent expenditure, subject to any conditions the Committee may impose in relation to the expenditure.

**8.6.** A direct money transfer or cheque is not to be drawn on the Club's account except for the purpose of making a payment that the Committee has authorised.

**8.7.** A cheque, draft, bill of exchange, promissory note, or other negotiable instrument is to be signed by the Treasurer and one other officer or, in the Treasurer's absence, by any 2 other officers the Committee nominates for that purpose.

**8.8.** A direct money transfer is to be electronically authorised by the Treasurer and one other officer or, in the Treasurer's absence, by any 2 other officers the Committee nominates for that purpose.

**8.9.** If the Club is wound up, the last executive officer must undertake

- a. to close that Club's bank account(s) and transfer any remaining balance, plus any remaining petty cash, to the Tasmanian University Student Association Inc.;
- b. to transfer all remaining assets to the Tasmanian University Student Association Inc.; and
- c. should the Club become defunct (refer TUSA Clubs & Societies Policies, Part 1: General Policy, 10 Defunct Clubs and Societies) and the Committee cannot or does not close the existing bank account, the Tasmanian University Student Association Inc.'s Clubs and Societies Officer is entitled to close the bank account in accordance with the Bank Management Policy Part 3:3.

## Section 9: Liability of the Club's Members

**9.0.** The liability of any member not on the Committee is at all times limited to the prescribed membership fee.

**9.1.** Any Club member who purports to incur a debt or obligation on behalf of the Club while acting without authorisation will be personally liable for such a debt or obligation.

**9.2.** Committee officers cannot be held liable for debts or obligations incurred on behalf of the Club prior to their period of office unless they knowingly accept those debts and/or obligations.

**9.3.** The Committee and/or the President of the Tasmanian University Student Association Inc. may, at their discretion, indemnify in whole or in part an individual who has incurred such a debt and/or obligation if they believe that, in all circumstances, it is justified to do so.

## Part 3: The Committee

### Section 10: Committee Purpose

The Club's affairs are to be managed by a committee, hereby referred to as the Committee. The Committee is to control and manage the Club's business and affairs. The Committee has the power to do anything that appears to be essential for the proper management of the Club's business and affairs.

### Section 11: Committee Structure

**11.0.** The Committee consists of a number of offices with different powers and responsibilities as described in Section 12.

**11.1.** All officers must hold an office, and no office may be shared at any time.

**11.2.** The Committee offices are split into three groups based on particular common powers and responsibilities

**11.2.1.** Executive offices must be filled for the Club to operate, and such officers must be registered as banking signatories for the account described in 8.2.

**11.2.2.** Regular offices may be left unfilled, and such officers must not be registered as banking signatories for the account described in 8.2.

**11.2.3.** General member offices may be left unfilled, such officers must not be registered as banking signatories for the account described in 8.2, hold no specific powers but are required to assist with the Club's affairs, and may be called upon by the Committee to temporarily fill a regular or executive office until a general meeting can be called to officially fill the vacancy for a maximum duration of 8 weeks without repeat.

**11.3.** Executive officers are hereby collectively referred to as the Executive.

**11.4.** For any office powers stated in this section or elsewhere in this Constitution or any additional document it describes, if that office becomes casually vacant by Section 13 or if the officer is temporarily unavailable, their powers and responsibilities can be temporarily transferred through committee officers in the following order:

- a. President;
- b. Treasurer;
- c. Secretary;
- d. Regular officers in order of elected seniority; and
- e. if two or more regular officers share equal seniority, determine via fair sortition.

### Section 12: Committee Offices

**12.0.** Executive offices will exist as follows:

- a. President: The president is to act as the chairperson at meetings and to act as a spokesperson;
- b. Treasurer: The Treasurer is responsible for overseeing the Club's financial activities, keeping accurate financial records of funds and assets, and preparing and presenting budgets for new or ongoing projects; and
- c. Secretary: The Secretary ensures meetings are effectively organised and minuted, maintains effective membership records, and documents committee communication and correspondence. This can include liaising with the chairperson to plan meetings, prepare and circulate agendas and reports, and take minutes.

**12.1.** Regular offices will exist as follows:

- a. Education Officer;
- b. Events Officer;
- c. Marketing Officer; and
- d. Technical Support Officer.

**12.2.** None of the regular offices are campus-specific but may be divided up by campus as required at the Committee's discretion, e.g., Northern and Southern Events Officers.

**12.3.** The duties and utilised subdivisions of each regular office must be stated in a supplemental document that can be modified by the Committee at its discretion.

**12.4.** There are four general member offices which the Committee may fill at their discretion by following Section 20.

### Section 13: Vacation of Office

For the purpose of these rules, a office becomes casually vacant if the officer

- a. becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors or makes an assignment of their remuneration or estate for their benefit;
- b. becomes a represented person within the meaning of the Guardianship and Administration Act 1995;
- c. resigns office in writing addressed to the Committee;
- d. is absent from 3 consecutive committee meetings without the permission of the other officers;
- e. fails to pay all arrears of subscription within 14 days after receiving a notice in writing signed by the Secretary stating that the officer has ceased to be a financial member of the Club; or
- f. breaches the code of conduct of the Tasmanian University Student Association Inc. and/or any of the behavioural ordinances of the University of Tasmania and/or affiliated organisations, including but not limited to residential colleges.

## Part 4: Conduct of Club Meetings

### Section 14: Types of Meetings

The two main types of Club meetings are committee meetings and general meetings. General meetings are further divided into annual general meetings and special general meetings, which, except for rules listed in Section 16, Section 17, Section 18, and Section 19 operate the same as committee meetings. The Committee may also set up various subcommittees which can have their own meetings, including with other Clubs, which, unless otherwise decided, follow the rules of committee meetings.

### Section 15: Committee Meetings

**15.0.** The Committee is to meet at least once every 4 weeks during the academic year at any place and time the Committee determines.

**15.1.** Quorum for the transaction of the business of a committee meeting is filled when the following conditions are met:

- a. half of all officers from the last two meetings, rounded up, are present; and
- b. two executive officers are present.

**15.2.** Business is not to be transacted at a committee meeting unless a quorum is present.

**15.3.** If a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting is to be adjourned to the same day in the next week at the same time and the same place unless an alternative time and/or location is agreed on.

**15.4.** At each committee meeting, the chairperson is to be

- a. the President;
- b. in the absence of the President, the Treasurer; or
- c. in the absence of the President and Treasurer, an officer elected to preside as chairperson by the officers present at the meeting.

- 15.5.** Any question arising at a committee meeting is to be determined
  - a.** by a show of hands; or
  - b.** if demanded by a minimum of two officers, by a poll taken at that meeting in the manner the chairperson determines.
- 15.6.** On any question arising at a committee meeting, an officer (including the chairperson) has one vote only.
- 15.7.** Despite 15.6, in the case of an equality of votes, the chairperson has a second or casting vote.
- 15.8.** Written notice of each committee meeting is to be served on each officer by
  - a.** email;
  - b.** SMS; or
  - c.** social media.

## **Section 16: Annual General Meetings**

- 16.0.** The Club is to hold an annual general meeting each year.
- 16.1.** An annual general meeting is to be held before the end of the academic year where possible, otherwise it must be held no later than March 31<sup>st</sup> the following year, on any day the Committee determines.
- 16.2.** The Secretary is to serve written notice convening an annual general meeting at least 7 days before the day on which an annual general meeting is to be held.
- 16.3.** The Secretary is to serve written notice of each annual general meeting to each member by emailing it to the member's email address.
- 16.4.** This written notice must include
  - a.** the place, day, and time at which the meeting is to be held; and
  - b.** the agenda of the meeting.
- 16.5.** The ordinary business of an annual general meeting is to be as follows:
  - a.** to confirm the minutes of the previous annual general meeting;
  - b.** to receive the financial report from the prior financial year, as far as not already covered by previous reports and ideally up to AGM, with the Treasurer to report on the Club's transactions; and
  - c.** to elect the new officers.

## **Section 17: Special General Meetings**

- 17.0.** The Committee may convene a special general meeting at any time.
- 17.1.** The Committee, on the requisition via email of at least 5 members, is to convene a special general meeting.
- 17.2.** The requirements to requisition a Club-convened special general meeting are
  - a.** to state the objectives of the meeting;
  - b.** to be signed by each of the 5 members who requested the meeting; and
  - c.** to be emailed to the Secretary.
- 17.3.** If the Committee does not call a special general meeting to be held within 21 days after the request has been lodged with the Club, then any one of the members who requested the meeting may call the meeting within 12 weeks.

## **Section 18: Notices of General Meetings**

- At least 7 days before the day on which a general meeting is to be held, the requesting party is to serve written notice of the general meeting to all members by
- a.** emailing it to their email addresses; or
  - b.** via social media if for a Club-convened special general meeting.



## Section 19: Business and Quorum at General Meetings

**19.0.** All business transacted at a general meeting, other than the ordinary business of a general meeting, is another business.

**19.1.** Business is not to be transacted at a general meeting unless a quorum of members entitled to vote is present when the meeting considers that business.

**19.2.** Quorum at any general meeting must be 15 or 10% of the members entitled to vote rounded up, whichever is lower.

**19.3.** If a quorum is not present within one hour after the time of the general meeting, the requesting party needs to arrange a new time for the meeting to be held and inform the members.

**19.4.** If a quorum is not present within one hour after the time of a general meeting previously adjourned under 19.3, the requirement for a quorum will be waived and the general meeting may proceed.

**19.5.** At a general meeting, the chairperson is to be the same as for committee meetings by 15.4, except if there are no officers present at a Club-convened special general meeting, in which case a requesting member present at the meeting can serve as chairperson.

## Section 20: Election of Officers

**20.0.** Officers must be self-nominated and be elected by a majority vote.

**20.1.** A nomination of a candidate for election as an officer is to be

- a. delivered by the nominee to the Secretary at least 2 days before the day on which the meeting is to be held; or
- b. made in person at the meeting.

**20.2.** The ballot for the election of regular or executive officers is to be conducted at a general meeting in the manner determined by the Committee.

**20.3.** The ballot for the election of general members is to be conducted at a meeting in the manner determined by the Committee.

**20.4.** Once elections at a general meeting have concluded, the incoming committee has 4 weeks to assume the power and responsibilities until which time they remain with the outgoing committee. During this time, the outgoing committee is expected to start transferring accounts and physical assets to the incoming committee and inform them about the Club's financial assets, liabilities, debts, and obligations.

## Section 21: Disclosure of Interests

**21.0.** If an officer has a direct or indirect financial interest in a matter being considered or about to be considered by the Committee at a meeting, the officer is to, as soon as practicable after the relevant facts come to the officer's knowledge, disclose the nature of the interest to the Committee.

**21.1.** If at a committee meeting, an officer votes in respect of any matter in which they have a direct or indirect financial interest, that vote is not to be counted.

## Part 5: Other Matters

### Section 22: Amendments to the Constitution

This will be the only constitution of the Programming Club and will come into force forthwith. This constitution must not be altered, varied, added to, or repealed unless fifty percent (50%) of voting members present at an annual general meeting or at a meeting specially convened for that purpose are in favour of such alteration, variation, addition or repeal, and providing notice of the proposed alteration, variation, addition, or repeal is given in accordance with the provisions of Section 18.