

APPROVED 25 APRIL 2026

CONSTITUTION
OF
ADELAIDE UNIVERSITY KARATE CLUB
INCORPORATED

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Part 1 - Preliminary

1 Name

The name of the association is Adelaide University Karate Club Incorporated.

2 Definitions and interpretation

2.1 Definitions

In this constitution (unless a contrary intention appears):

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

Adelaide University means Adelaide University (ABN 41 202 953 738), established under the *Adelaide University Act 2023 (SA)*.

Adverse Club Event means any of the following events and circumstances:

- (a) the Club breaches its obligations at law;
- (b) the Club breaches this constitution or its contractual obligations;
- (c) the Club's affiliation with AUSF or the National Sporting Organisation is suspended or cancelled; or
- (d) the Club is or becomes insolvent.

Annual General Meeting means a meeting of the Members of the Club held once each year (in April or May) at which the Club's accounts are presented to the Members and other business is conducted.

AUSF means Adelaide University Sport and Fitness Association Incorporated (ABN 92 486 723 757).

Board means the board of Directors of the Club as constituted pursuant to this constitution.

Board Meeting means a meeting of the Board held in accordance with this constitution.

Business Day means a day other than a Saturday, Sunday or public holiday in Adelaide, South Australia.

By-Laws means those laws (if any) created by the Board pursuant to clause 27(c)(ii) that are binding on the Club.

Chief Instructor means the chief instructor of a School appointed pursuant to clause 40 to undertake the administration, operation, management, business, activities and decision-making of the School.

Chief Instructor Criteria means the criteria that a person must satisfy to be appointed, or to otherwise act in the position of, the Chief Instructor of a School, which criteria is set out in clause 40(a).

Club means Adelaide University Karate Club Incorporated (ABN 81 721 753 664).

Club Account means the transaction bank account in the name of the Club which is opened and kept in accordance with clause 43.1(a).

Common Expenditure means any expenditure paid or incurred by the Club which is not School Expenditure.

Common Income means any income or other amount received or earned by the Club which is not School Income, and includes any amount paid to the Club Account in accordance with clause 43.3(d)(iii).

Common Property means any property acquired or held by the Club which is not School Property.

CRM System means a customer relationship management system.

Deadlock means any event or circumstance specified as such in clause 49(a).

Director means a member of the Board specified in clause 30.

Executive Officer means a member of the Board specified in clause 30(b) and appointed in accordance with clause 31 or 32.

Financial Year means the 12-month period adopted by the Club for financial reporting and compliance purposes, as specified in clause 46.

General Meeting means an Annual General Meeting or a Special General Meeting.

Graded Member means a Member who has previously passed a grading with one or more Schools or their predecessors.

Highest Ranking Instructor means, in relation to a School, the instructor of the School with the highest Dan grade as awarded by the School's Peak Style Body or, if there is more than one instructor with that Dan grade, then the instructor who was first appointed as an instructor of the School.

IKGA School means the School trading under the business name "Adelaide University Karate - IKGA" and which provides instruction, coaching, training, gradings and competitions in the IKGA Style.

IKGA Style means the style of Karate which is practiced by members of International Karate Gojukai Association.

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 a School or any activity of, or conducted, promoted or administered by, the Club or a School or promoted or administered by AUSF in South Australia.

Member means a member for the time being of the Club pursuant to this constitution.

Membership Fees means fees payable for admission as a Member.

National Sporting Organisation means the peak body for Karate recognised by Sports Australia (or its successor), which as at the date this constitution is first adopted, the Australian Karate Federation Limited (ACN 647 355 520).

Net Cash means, in relation to a School at any time, the amount standing to the credit of the School Account of the School at that time less all debts, expenses and financial liabilities of the Club incurred or committed solely in connection with the School or its activities at that time.

Objects means the objects of the Club as set out in clause 3.

Peak Style Body means:

- (a) in relation to the Seishikan School, Japan Karate Federation Goju Kai;
- (b) in relation to the IKGA School, International Karate Gojukai Association; and
- (c) in relation to any other School, as determined at the time of establishment of the School or, in the absence of such determination, the peak organisation governing the School's style of Karate.

Provisional Acceptance means the temporary approval of a Membership application upon its submission, and payment of applicable Membership Fees, in accordance with this constitution, pending any review or confirmation by the Board or its delegate in accordance with this constitution, and **Provisionally Accepted** has a corresponding meaning.

Public Officer means the person appointed under the Act to liaise with Consumer and Business Services on behalf of the Club and ensure the Club meets its legal reporting and compliance obligations.

Quorum means the minimum number of Members or Directors (as applicable) required to be present at a meeting in order to properly exercise their respective powers under this constitution.

School means, as the context requires:

- (a) a school established, owned, managed and operated by the Club to:
 - (i) provide instruction, coaching, training, gradings and competitions in a style of Karate;
 - (ii) promote the school and the school's style of Karate; and
 - (iii) undertake and do all such things or activities which are necessary, incidental or conducive to the advancement of the above objects, including providing facilities, equipment, services and support (financial or otherwise) to members of the school and promoting, arranging or supporting social functions, seminars, training camps and competitions;or
- (b) the Membership sub-class represented by such school.

School Account means a transaction bank account in the name of the Club and styled in the name of a School which is opened and kept in accordance with clause 43.2(a).

School Default means any event or circumstance specified as such in clause 47 in respect of a School.

School Director means, in relation to a School, a member of the Board representing that School, being the Chief Instructor of that School or any Executive Officer appointed by the Members of that School at a General Meeting or by the other School Directors to fill a casual vacancy.

School Expenditure means any expenditure paid or incurred by the Club which is allocated to one or both Schools in accordance with clause 42.2.

School Income means any income or other amount received or earned by the Club which is allocated to one or both Schools in accordance with clause 42.1.

School Meeting means a meeting of the Members in a School.

Seishikan School means the School trading under the business name “Adelaide University Karate - Seishikan” and which provides instruction, coaching, training, gradings and competitions in the Seishikan Style.

Seishikan Style means the style of Karate which is practiced by members of the Karate school founded by the Tada family and known as “Seishikan”.

Special Board Resolution means a resolution of the Board which must be passed by:

- (a) a majority of Executive Officers; and
- (b) all Chief Instructors,

whether or not present at a Board Meeting.

Special General Meeting means a meeting of the Members of the Club held in accordance with this constitution other than an Annual General Meeting.

Special Members Resolution means a resolution laid before a duly convened General Meeting or School Meeting (as applicable), where 21 days’ notice in writing has been given to all Members entitled to receive notice of that meeting and which must be passed by not less than 75% of all Members entitled to vote, and voting, at that meeting.

Student means an enrolled student of Adelaide University.

Ungraded Member means a Member who is not a Graded Member.

2.2 Interpretation clauses

- (a) In this constitution, unless a contrary intention appears:
 - (i) words importing persons include companies, corporations, any association, body or entity whether incorporated or not and vice versa;
 - (ii) words importing the singular include the plural and vice versa;
 - (iii) the words "includes" or "including" or similar expressions are to be construed without limitation;
 - (iv) references to any legislation or to any section or provision of any legislation include any statutory modification, replacement or re-enactment of it or any statutory provision substituted for it;
 - (v) a reference to any Part, Division or clause is a reference to a Part, Division or clause of this constitution;
 - (vi) a reference to this constitution includes any amendment or variation of it; and
 - (vii) if a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (b) An expression or term used in this constitution, unless the contrary intention appears, has the same meaning as that expression or term has in the Act.

Part 2 – Objects, Powers and Status of the Club

3 Objects

The Club's objects are to:

- (a) promote and develop Karate and the Club at Adelaide University as a student focused sport and recreation club;
- (b) promote and develop Karate and the Club in the wider community;
- (c) provide opportunities for Members and Students to participate in Karate at social and competitive levels;
- (d) represent the interests of the Club and its Members to AUSF, Adelaide University, and other relevant bodies;
- (e) promote the health and wellbeing of Members through active participation in Karate;
- (f) operate in accordance with the policies and procedures of, and agreements with, AUSF, the National Sporting Organisation and each Peak Style Body;
- (g) ensure that the income and property of the Club is applied solely towards its Objects, with no portion distributed to any Member except as bona fide compensation or reimbursement; and on winding up, any surplus assets are transferred to a like-minded non-profit organisation and not distributed to Members;
- (h) establish, own, manage, operate and promote the Seishikan School and the IKGA School;
- (i) affiliate and otherwise liaise and work with AUSF, the National Sporting Organisation and with kindred organisations of the Club and Schools, and comply with the affiliation requirements of the bodies with which the Club affiliates to further the Objects;
- (j) maintain and enhance the reputation of the Club and Schools;
- (k) promote at all times mutual trust and confidence between the Club, the Schools, organisations with which the Club or any School affiliates and the Members in pursuit of the Objects;
- (l) use and protect the Intellectual Property appropriately;
- (m) undertake and do all such things or activities which are necessary, incidental or conducive to the advancement of the Objects; and
- (n) do all that is reasonably necessary to enable the Objects to be achieved and enable Members to receive the benefits which the Objects are intended to achieve.

4 Powers

- (a) For the purposes of carrying out the Objects, the Club has all the rights, powers and privileges conferred by the Act for that purpose. In addition, the Club will have the power to do all acts, matters and things permitted by law that are conducive or incidental to the Objects or any of them.
- (b) Without limiting clause 4(a), the Club may:

- (i) acquire, hold and dispose of real or personal property (including other entities or associations);
- (ii) open and operate accounts with financial institutions, including accounts styled with School names;
- (iii) allocate or reserve its funds and property among Schools;
- (iv) invest and deal with its funds in such manner as the Board may determine or authorise from time to time, including investing its funds in any security in which monies may lawfully be invested;
- (v) raise and borrow funds on any terms and in any manner as it thinks fit;
- (vi) secure the repayment of money raised or borrowed, or the payment of a debt or liability;
- (vii) appoint agents to transact business on its behalf;
- (viii) enter into any contract it considers necessary or desirable (including guarantees);
- (ix) apply for, receive and administer any grant, advance or loan from the State or the Commonwealth Government or from any other source;
- (x) establish, support and otherwise foster the objects of any institutions, trusts, charities, groups, individuals or associations the functions of which are in line with the Objects (including making grants or donations to those individuals or institutions); and
- (xi) to make such rules, regulations and by-laws as are necessary and expedient for the business and affairs of the Club; and

5 Not for profit organisation

- (a) The income derived by, and the property of, the Club shall at all times be applied solely in furtherance of the Objects and the Club must not distribute any surplus income or property directly or indirectly to its Members.
- (b) Clause 5(a) does not prevent the Club from:
 - (i) paying remuneration to any officers, employees or servants of the Club; or
 - (ii) reimbursing expenses properly incurred by any Member, officer, employee or servant of the Club or for goods or services provided by them, if this is done in good faith in furtherance of the Objects.

6 Prescribed association

If the Club becomes a "prescribed association" under and as defined in the Act, the Club will comply with all applicable financial reporting, accounts, and audit requirements under the Act (and any associated regulations).

Part 3 – Affiliation

7 Affiliation with AUSF

- (a) The Club is affiliated with AUSF subject to the Club meeting the requirements of affiliation as determined by AUSF from time to time, acting reasonably.
- (b) The Club acknowledges that affiliation with AUSF entitles the Club and its Members to access services, programs, facilities, and support in accordance with AUSF's rules, affiliation and club service policy, and any relevant affiliation agreement to which the Club becomes a party.
- (c) The Club must comply with all obligations of affiliation, including but not limited to:
 - (i) maintaining current rules consistent with AUSF policy;
 - (ii) submitting annual reports, financial statements, and membership data as required;
 - (iii) using reasonable endeavours to ensure that all Club members are also members of AUSF;
 - (iv) operating in accordance with AUSF policies and any lawful direction reasonably given by AUSF; and
 - (v) adopting and complying with all AUSF and National Sport Organisation policies having application to the Club.
- (d) The Club's continued affiliation is subject to the discretion of the AUSF board, and may be revoked or suspended in accordance with AUSF's rules and policies.
- (e) The Club's affiliation with AUSF may be terminated by the Club by making such edits to this constitution as are necessary to effect such termination, by special resolution in general meeting in accordance with Part 5.

8 Effect of disaffiliation from AUSF

- (a) If the Club ceases to be affiliated with AUSF, whether by termination, revocation, or otherwise:
 - (i) the Club and its Members will forfeit all rights, benefits, and access associated with AUSF affiliation, including but not limited to use of University branding, facilities, equipment, funding, insurance programs, and participation in AUSF events;
 - (ii) the Club must remove all references to AUSF and Adelaide University from its name, rules, logo, website, social media, uniforms, merchandise, signage, and any other materials, in accordance with any timeframe or direction provided by the AUSF board;
 - (iii) the Club shall no longer represent itself as affiliated with AUSF or Adelaide University;
 - (iv) any outstanding obligations to AUSF, including return of property, financial reconciliation, or reporting, must be resolved promptly to the satisfaction of the AUSF board;

- (v) any power, right or entitlement that AUSF may have against or in relation to the Club will expire (other than accrued rights to the date of cessation of affiliation); and
 - (vi) AUSF will provide all Club Membership data to the Club for the past 3 years and any information to enable the Club to meet its legal obligations to retain records in such form as to be readily accessible by the Club.
- (b) This clause operates without prejudice to any additional requirements imposed by AUSF under its rules, affiliation policy, or any applicable agreement.

Part 4 – Membership

9 Classes of Membership

9.1 Classes

- (a) Membership in each School will be divided into classes, which correspond with, and have the same eligibility criteria and qualifications as, AUSF’s membership classes for individual members.
- (b) A Member must be a member of one (but not more than one) class.

9.2 Sub-classes

- (a) Membership of the Club will be divided into sub-classes, such that all Members in a School will constitute a separate sub-class.
- (b) The School to which a Member belongs will be determined at the time of their application for Membership (and at the beginning of each Financial Year thereafter) and, subject to clause 9.2(e), will remain the same for the remainder of the relevant Financial Year.
- (c) An Ungraded Member will be a member of both Schools.
- (d) Subject to clauses 9.2(e) and 9.2(f), a Graded Member will be a member of the School with which they graded and may not be a member of more than one School.
- (e) A Graded Member may only transfer from one School to another School:
 - (i) at the beginning of a Financial Year, by written notification to the Club; or
 - (ii) with the prior written consent of the Chief Instructor of the School from which they are transferring.
- (f) A Graded Member may only be admitted or renewed as a Member of a different School to which they belonged during the previous 6 months with the prior written consent of the Chief Instructor of the School to which they previously belonged.

10 Who is eligible to be a Member?

A person is eligible for Membership only if the person:

- (a) is a natural person;
- (b) is (or agrees to become) a member of AUSF and any other body with whom the Club is affiliated whose conditions of affiliation require all Members to be members of that body; and

- (c) satisfies any additional criteria or qualifications that the Board may determine from time to time for Membership.

11 Application for Membership

To apply to become a Member of the Club, a person must submit a written application which:

- (a) is in a form approved by the Board;
- (b) contains full particulars of the name, address and contact details of the person;
- (c) identifies the class and School(s) for which the person is applying; and
- (d) contains any other information that the Board may determine from time to time for an application for Membership in a class and School.

All Membership applications must be submitted electronically via AUSF's designated CRM Systems or via such other means as required or permitted by AUSF.

12 Discretion to accept or reject application

- (a) The Board may accept or reject an application for Membership whether or not the applicant has complied with the requirements in this Part 4. The Board shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (b) Membership is deemed Provisionally Accepted pending any review by the Board, which reserves the right to revoke or reject an application in accordance with this constitution.
- (c) Where the Board accepts an application, the applicant shall become a Member in each relevant class and School(s). Membership shall be deemed to commence upon acceptance of the application by the Board. The Board shall update the register of Members accordingly as soon as practicable.
- (d) Where the Board rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

13 Renewal

Members must renew their Membership annually in accordance with the procedures set down by the Board from time to time.

14 Rights of Members

14.1 Rights of all Members

A Member has the right to:

- (a) to the extent that this constitution permit Members to do so, requisition and convene Special General Meetings in accordance with this constitution;
- (b) receive notice of General Meetings and of proposed Special Members Resolutions to be considered at General Meetings in the manner and time prescribed by this constitution;
- (c) submit items of business for consideration at General Meetings;
- (d) attend and be heard at General Meetings;
- (e) vote at General Meetings;

- (f) have access to:
 - (i) the minutes of General Meetings;
 - (ii) the minutes of School Meetings; and
 - (iii) other documents of the Club or a School as provided under clause 54;
- (g) subject to clause 16.1(e), inspect the register of Members; and
- (h) subject to clause 14.2(d), attend the regular classes of any School and access the facilities and equipment of the School at such classes.

14.2 Rights in respect of a School

- (a) In addition to the rights specified in clause 14.1, a Member in a School will be entitled to the following rights and privileges (subject to the payment of any additional charges determined by the Chief Instructor of that School from time to time):
 - (i) non-exclusive access to gradings, competitions, seminars, training camps and social events in which the School participates or which are provided, conducted, administered, promoted or supported by the School;
 - (ii) non-exclusive access to others services and support (financial or otherwise) that are made available to all Members in the School; and
 - (iii) any other rights and privileges determined by the Chief Instructor from time to time.
- (b) A Member in a School has the right to:
 - (i) to the extent that this constitution permit Members to do so, requisition and convene School Meetings of the School in accordance with this constitution;
 - (ii) receive notice of School Meetings of the School and of proposed Special Members Resolutions to be considered at School Meetings of the School in the manner and time prescribed by this constitution;
 - (iii) submit items of business for consideration at School Meetings of the School;
 - (iv) attend and be heard at School Meetings of the School; and
 - (v) vote at School Meetings of the School.
- (c) The Chief Instructor of a School may at its discretion confer any of the rights and privileges of the Members in its School on one or more Members in another School.
- (d) The Chief Instructor of a School may at its discretion disallow a Graded Member of another School from attending the regular classes of the Chief Instructor's School and accessing the facilities and equipment of the Chief Instructor's School at such classes.

14.3 Rights not transferable

The rights of a Member are not transferable and end when Membership ceases.

15 Ceasing Membership

15.1 General

- (a) The Membership of a person ceases on resignation, cancellation or death.
- (b) If a person ceases to be a Member, and the applicable person is also a Director as at the time of such cessation, that person ceases to be a Director with effect from that time.
- (c) If a person ceases to be a Member, the Club must, as soon as practicable, enter the date the person ceased to be a Member in the register of Members.

15.2 Resigning as a Member

- (a) A Member may resign by giving written notice to the Club.
- (b) A Member is taken to have resigned if:
 - (i) the Secretary has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (ii) the Member has not, within 30 days after receiving that request, confirmed in writing that he or she wishes to remain a Member.

15.3 Suspension and/or cancellation of Membership by the Board

- (a) The Board may suspend or cancel a Member's Membership and, if cancelled, remove the Member's name from the register of Members if:
 - (i) the Member is in breach of this constitution or any By-Laws made pursuant to this constitution (including if the Member has failed to pay any monies owed to the Club);
 - (ii) the Member refuses to support the Objects; or
 - (iii) the Member's conduct is, in the opinion of the Board, prejudicial to the interests or reputation of the Club.
- (b) A Member who has been suspended will not be entitled to exercise any of his or her rights or privileges as a Member during the period of suspension.
- (c) A Member's Membership may not be cancelled under clause 15.3(a) unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally. Without limitation, the Club must ensure that the Member is provided with:
 - (i) written notice of the allegation(s) and proposed cancellation at least seven (7) days before any decision is made, unless a shorter period is reasonably necessary due to the seriousness or urgency of the matter;
 - (ii) a genuine chance to present their version of events, either in writing or in person (or via teleconference), within a timeframe of not less than five (5) days from the date the notice is received, unless otherwise agreed by the parties or determined by the Board;
 - (iii) an impartial decision-maker; and
 - (iv) access to an appeal mechanism, where applicable.

- (d) Where a Member fails, in the Board's view, to adequately explain or remedy the breach, that Member's Membership shall be cancelled under clause 15.3(a). The Club shall give written notice of the cancellation to the Member.
- (e) The Board may from time to time make rules (including by way of By-Laws) concerning the administration of Membership suspensions and cancellations and associated procedures.

15.4 Member to re-apply for membership

The Membership of a person which has ceased under clause 15.2 or 15.3:

- (a) may seek renewal or re-apply for Membership in accordance with this constitution; and
- (b) may be re-admitted as a Member at the discretion of the Board.

15.5 Forfeiture of rights

- (a) A Member who ceases to be a Member, for whatever reason, shall forfeit:
 - (i) all current Membership Fees, other fees and other payments; and
 - (ii) all rights in, and claims upon, the Club and its property and shall not use any property of the Club including Intellectual Property.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

15.6 Membership may be reinstated

Membership which has ceased under clause 15.2 or 15.3 may be reinstated at the discretion of the Board, with such conditions of Membership as the Board deems appropriate.

16 Register of Members

16.1 Minimum requirements

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain at least the following details of each Member:
 - (i) full name;
 - (ii) address;
 - (iii) class of Membership;
 - (iv) sub-class of Membership (i.e. School);
 - (v) date of entry to Membership; and
 - (vi) where applicable, the date of termination of Membership of each former Member;
- (b) the register may contain such other information as the Board considers appropriate and may be divided into separate registers for each School;
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date;

- (d) Members shall provide notice of any change and required details to the Club within one month of such change;
- (e) an extract of the register, excluding the address and other contact details and medical information of any Member, shall be available for inspection (but not copying) at a reasonable time by Members who make a reasonable request for a proper purpose; and
- (f) the register may be used to further the Objects, in such manner as the Board considers appropriate.

16.2 AUSF Requirements

To the extent and for so long as required by AUSF:

- (a) the CRM System approved by AUSF shall function as the Club's official register of Members and shall be maintained in accordance with the Act;
- (b) no alternate register (including any CRM System or membership system mandated by the National Sporting Organisation) may be used as the Club's official register of Members without AUSF's prior written consent; and
- (c) where AUSF provides its prior written consent to the Club using an alternate register, the Club must, upon request by AUSF, export and provide up-to-date Membership data at intervals requested by AUSF containing sufficient detail to allow AUSF to maintain a central register of AUSF's members in accordance with the Act.

17 Membership and Other Fees

17.1 Membership fees

- (a) The Board may fix annual, half-yearly or other periodic Membership Fees for each class and/or sub-class and determine the time for and manner of payment of the Membership Fees by Members of each class and/or sub-class to the Club.
- (b) The Board may fix Membership Fees at different rates for different classes and/or sub-classes and may determine that no Membership Fees are payable by one or more classes and/or sub-classes for any year.
- (c) The Board may also authorise payment of Membership Fees by instalments for some or all of the classes and/or sub-classes and it may prescribe different terms of instalments for different classes and/or sub-classes.
- (d) On admission to Membership, a new Member must pay the current Membership Fee in full unless the Board agrees to accept payment in instalments.
- (e) The Board may waive all or part of a Member's Membership Fee and may agree terms of payment for a Member different from those applicable to other Members of the same class and/or sub-class if the Board is satisfied that there are special reasons to do so.

17.2 Other Fees and Levies

The Board may fix such other fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the Club and determine the time for and manner of payment of the fees and levies by Members to the Club.

Part 5 – Meetings of Members

18 Annual General Meeting

- (a) The Annual General Meeting of the Club shall be held on a date set by the Board in April or May each year.
- (b) The business of the Annual General Meeting shall include the following:
 - (i) confirmation of the minutes of the previous Annual General Meeting and any Special General Meetings held since the last Annual General Meeting which have not already been confirmed at a subsequent General Meeting;
 - (ii) presentation and adoption of the annual report of the Board, including the President's report and reports from other officers as appropriate;
 - (iii) presentation and adoption of the financial statements of the Club for the preceding Financial Year;
 - (iv) election of the Executive Officers in accordance with this constitution; and
 - (v) consideration of any other business of which proper notice has been given in accordance with this constitution.
- (c) The Board must convene an Annual General Meeting by giving written notice to every Member in accordance with this constitution.

19 Special General Meeting

- (a) The Board may convene a Special General Meeting by giving written notice to every Member in accordance with this constitution.
- (b) A Special General Meeting may be requisitioned by no less than 20% of the total number of Members of the Club by application in writing signed by the requisitioning Members, addressed to the Board, and stating the purpose. Within 30 days of the receipt of such a requisition the Board will convene a meeting in accordance with clause 19(a).
- (c) If the Board does not cause a Special General Meeting to be held within 30 days after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than 60 days after the receipt of the requisition.
- (d) A Special General Meeting convened by the 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 Board and for this purpose the Board must ensure that the Members making the requisition are supplied free of charge with the contact details 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 School Meeting

- (a) Clauses 19, 21, 22, 23, 24, 25 and 26 also apply to School Meetings of a School, with necessary changes including as follows:
 - (i) references to Special General Meetings or General Meetings will be references to School Meetings of the School;

- (ii) references to the Members of the Club will be references to Members in the School; and
 - (iii) except where the position of Chief Instructor of the School is vacant:
 - (A) references to the Board, President, Vice President or Secretary will be references to the Chief instructor; and
 - (B) School Meetings of a School will be chaired by the Chief Instructor of the School or, in his or her absence, by the Highest Ranking Instructor (excluding the Chief Instructor) of the School present at the meeting or, in the absence of both, one other Member elected at the meeting.
- (b) School Meetings of a School may be convened:
- (i) in the same way as Special General Meetings in accordance with clause 19 (as modified by clause 20(a)); or
 - (ii) by any of the following persons giving, in accordance with this constitution, written notice to every Member in the School:
 - (A) the Board; or
 - (B) solely for the purpose of appointing the Chief Instructor in accordance with clause 40(c)(iii), an incumbent instructor of the School.

21 Notice of General Meetings

- (a) The Board or any person convening a General Meeting must give to every Member of the Club:
 - (i) in the case of:
 - (A) an Annual General Meeting; or
 - (B) a Special General Meeting at which a Special Members Resolution is to be proposed,

at least 21 days' notice of the General Meeting; or
 - (ii) in any other case, at least 14 days' notice of the General Meeting.
- (b) The notice must:
 - (i) specify the date, time and place of the General Meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) indicate the general nature of each item of business to be considered at the General Meeting; and
 - (iii) if a Special Members Resolution is to be proposed at the General Meeting:
 - (A) state in full the proposed resolution; and
 - (B) state the intention to propose the resolution as a Special Members Resolution.

- (c) The non-receipt of a notice of General Meeting by, or the accidental omission to give notice to, any person entitled to receive such a notice does not invalidate the proceedings or any resolution passed at the relevant meeting.
- (d) A person may waive notice of any General Meeting by giving notice in writing to the Board to that effect.
- (e) The Board may, no later than 24 hours before the time at which a General Meeting is to be held in accordance with a notice of General Meeting, by giving written notice to all persons to whom the notice of General Meeting was given and to any other person who is then entitled to notice of General Meetings, postpone that General Meeting, change the place at which that General Meeting is to be held, or both.
- (f) Any notice postponing a General Meeting or changing the place at which it is to be held will specify the place, date and time of that meeting which when held will be deemed to have been duly convened pursuant to the notice first convening it.
- (g) The Board may withdraw and cancel a notice of General Meeting other than a notice of General Meeting given to convene a meeting held at the requisition of Members. Written notice of the withdrawal and cancellation of a notice of General Meeting pursuant to this clause must be given to all persons to whom that notice was given and to any other person who is then entitled to notice of General Meetings.

22 Proxies

- (a) A Member may appoint another Member as his or her proxy to vote and speak on his or her behalf at a General Meeting other than at a disciplinary appeal meeting.
- (b) The appointment of a proxy must be in writing and signed by the Member making the appointment.
- (c) The Member appointing the proxy may give specific directions as to how the proxy is to vote on his or her behalf, otherwise the proxy may vote on behalf of the Member in any matter as he or she sees fit.
- (d) If the Board has approved a form for the appointment of a proxy, the Member may use any other form that clearly identifies the person appointed as the Member's proxy and that has been signed by the Member.
- (e) A form appointing a proxy must be given to the Secretary at least 2 clear days before the commencement of the meeting.
- (f) A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Secretary no later than 2 clear days before the commencement of the meeting.
- (g) A vote exercised in accordance with the terms of a proxy form is valid despite:
 - (i) the previous death or unsoundness of mind of the appointor; or
 - (ii) the revocation of the proxy (or of the authority under which the proxy form was executed),

if no written notice of the death, unsoundness of mind or revocation has been received by the Secretary at least 24 hours before the commencement of the meeting or adjourned meeting at which the proxy is used.

- (h) A proxy is not revoked by the appointor attending and taking part in the meeting unless the appointor actually votes at the meeting on the resolution for which the proxy is proposed to be used.
- (i) A form appointing a proxy will not be treated as invalid merely because it does not contain:
 - (i) the address of the appointor or of a proxy;
 - (ii) the proxy's name or the name of the office held by the proxy; or
 - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (j) Where the form to appoint a proxy does not specify the name of a proxy, the proxy is taken to be given in favour of the chairperson of the meeting and where the form appointing a proxy does not indicate the manner in which the proxy is to vote, the form is taken to direct the proxy to vote as he or she thinks fit or abstain from voting.
- (k) Subject to the Act, the Board may waive any requirements in relation to the form, execution and lodgement of appointments of a proxy and, in particular, may, upon the production of such other evidence as the Board requires to prove the validity of the appointment, accept an oral appointment of a proxy or an appointment that is not properly executed.

23 Use of technology

- (a) Subject to any applicable law:
 - (i) a General Meeting may be held using any technology that gives the Members who are entitled and wish to participate a reasonable opportunity as a whole to participate including by using one or more, including a combination, of telephone, audio or audio visual communication; and
 - (ii) a General Meeting conducted using such technology may be held at multiple venues or not held at any specified venue,

and participation by a Member in such a meeting will constitute presence as if in person at the meeting.
- (b) If, before or during a General Meeting, any technical difficulty occurs, such that the Members who are entitled and wish to participate do not have a reasonable opportunity as a whole to participate, the person chairing the meeting may:
 - (i) adjourn the meeting until the difficulty is remedied; or
 - (ii) where a Quorum remains present (either at the place at which the person chairing the meeting is present or by technology as contemplated by clause 23(a)) and able to participate, subject to any applicable law, continue the meeting.
- (c) Where a General Meeting is held using technology, the Members need not be physically present at the same place (or at any place) for the purposes of the Quorum requirement in clause 24.
- (d) The Board may prescribe rules to regulate the conduct of any General Meeting held pursuant to this clause 23. Subject to those rules, the provisions of this

constitution that apply to General Meetings and the principles of law that apply to General Meetings, apply to any such General Meeting with the necessary adaptations.

24 Quorum and voting

- (a) A Quorum for a General Meeting shall be 10 Members entitled to attend and vote at the meeting or 20% of the total number of Members entitled to attend and vote at the meeting (whichever is less). If a Quorum is not present within half an hour from the time appointed for such a meeting then:
 - (i) if the meeting was convened on the requisition of Members, the meeting shall be dissolved; and
 - (ii) in any other case:
 - (A) the meeting shall stand adjourned to such day (not being fewer than one day or more than 14 days later), at such time and place as the chairperson of the meeting may determine or, if no such determination is made by the chairperson, to the same day in the next week, at the same time and place;
 - (B) notice of the adjourned meeting must be given to Members in the same manner as notice of the original meeting was given, or in such other manner as the Board may decide; and
 - (C) if, at the adjourned meeting, a Quorum is not present within half an hour from the time appointed for the meeting, then notwithstanding anything else in this constitution, the Members present shall be deemed to constitute a Quorum and may transact the business left unfinished at the meeting from which the adjournment took place.
- (b) Every General Meeting shall be chaired by the President or, in his or her absence, by the Vice President or, in the absence of both, one other Member elected at the meeting.
 - (i) The person chairing a meeting of the Members may vacate the chair for a period of their choosing, and be temporarily replaced by any Member elected to the position at the meeting.
 - (ii) The Members may remove or appoint a person from or to the chair through a motion carried by greater than 50% of Members present.
- (c) On any question arising at a General Meeting:
 - (i) each Member who is entitled to vote has one vote;
 - (ii) Members may vote personally or by proxy; and
 - (iii) except in the case of a Special Members Resolution, the question must be decided on a majority of votes such that a resolution shall be passed if it is approved by a majority of the votes cast by those entitled to vote.
- (d) If votes are divided equally on a question, neither the chairperson nor any other Member will have a second or casting vote and the resolution shall be taken to be not passed.

- (e) Subject to clause 24(f), the chairperson may, on the basis of a show of hands, declare that a resolution has been:
 - (i) passed;
 - (ii) passed unanimously;
 - (iii) passed by a particular majority; or
 - (iv) not passed,and an entry to that effect in the minutes of the meeting is conclusive proof of that fact.
- (f) If a poll (where votes are cast in writing) is demanded by three or more Members on any question:
 - (i) the poll must be taken at the meeting in the manner determined by the chairperson; and
 - (ii) the chairperson must declare the result of the resolution on the basis of the poll.
- (g) A poll demanded on the election of the chairperson or on a question of an adjournment must be taken immediately.
- (h) A poll demanded on any other question must be taken before the close of the meeting at a time determined by the chairperson.
- (i) If a Member is:
 - (i) of unsound mind;
 - (ii) a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - (iii) a minor,that Member's committee, trustee, guardian or such other person who properly has the management or guardianship of that Member's estate or affairs may, subject to providing the Board with satisfactory evidence of their appointment and status, exercise any rights of the Member in relation to a General Meeting as if the committee, trustee, guardian or other person were the Member.

25 Direct voting

- (a) The Board may determine that at any General Meeting at which a resolution is to be considered, a Member (or where approved by the Board, an attorney or proxy by such a Member) is entitled to a direct vote in respect of that resolution. A "**direct vote**" includes a vote delivered to the Board by post or any electronic means approved by the Board.
- (b) The Board may prescribe rules to regulate direct voting including specifications as to the form, method and timing of giving the direct vote in order for the vote to be valid, and the treatment of direct votes, including in what circumstances a direct vote is taken to be withdrawn if a Member participates in a meeting.

26 Minutes of Member meetings

- (a) The Board must ensure that proper minutes are taken and kept of each General Meeting.
- (b) The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.
- (c) The minutes must be confirmed by the Members present at a subsequent General Meeting who are not Directors.
- (d) The minutes confirmed pursuant to clause 26(c) shall be deemed as “signed” by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed, and copies of those confirmed minutes must be retained by the Club.
- (e) Where minutes confirm previous meeting minutes they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

Part 6 – Board and other officers of the Club

Division 1 – Powers of Board

27 Role and powers

- (a) The business, funds and property of the Club must be managed by or under the direction of the Board.
- (b) The Board may exercise all the powers of the Club except:
 - (i) those powers that this constitution or the Act require to be exercised by General Meetings; and
 - (ii) those powers that the Board is not permitted to exercise pursuant to clause 28(g).
- (c) The Board may:
 - (i) establish sub-committees with terms of reference and powers it considers appropriate; and
 - (ii) create By-Laws which bind the Club (and which By-Laws may be amended by a resolution of the Board and must be promulgated at the Annual General Meeting following their creation or amendment).

28 Delegation to Chief Instructors

- (a) Subject to clause 28(c), the Board delegates to the Chief Instructor of each School, all rights, powers and functions (including duties and discretions) of the Board concerned with the administration, operation, management, business, activities and decision-making of the School.
- (b) Without limiting clause 28(a) but subject to clause 28(c), the rights, powers and functions (including duties and discretions) delegated to the Chief Instructor of a School includes the rights, powers and functions (including duties and discretions) to do the following things:

- (i) fix and determine the fees (excluding, for the avoidance of doubt, Membership Fees) and levies payable by Members in the School, including the terms of payment and any waivers, as contemplated by clause 17;
- (ii) keep and maintain a separate register of the Members in the School in the same manner that the register of Members contemplated by clause 16 is required to be kept and maintained under this constitution;
- (iii) acquire, hold, store, maintain and deal with School Property of the School;
- (iv) subject to Part 7, open, operate and close the School Account of the School (including appoint, remove and replace signatories to the School Account);
- (v) conduct or host classes, training sessions and seminars in the School's style of Karate and determine the curriculum, schedule and location of such classes, training sessions and seminars;
- (vi) conduct or host gradings in the School's style of Karate and determine the schedule, location and criteria for such gradings;
- (vii) affiliate (or disaffiliate) with other organisations and schools, to the extent that the rights or obligations of such affiliation apply to the School and its Members only, and do not apply to any other School or its Members or to the Club as a whole;
- (viii) appoint, remove and train instructors in the School and support such instructors in obtaining third party accreditations;
- (ix) organise, host, conduct and promote competitions in the School's style of Karate and determine the schedule, location, fees, divisions and rules for such competitions;
- (x) incur and pay School Expenditure of the School;
- (xi) provide financial support to Members and instructors in the School;
- (xii) prepare financial statements for the School as contemplated by clause 45(d);
- (xiii) receive and invest School Income of the School;
- (xiv) undertake marketing and promotion of the School;
- (xv) formulate, adopt and carry out business strategies and plans for the School;
- (xvi) do anything in connection with School Meetings of the School that the Board, President or Vice President has the right, power or function (including duty or discretion) to do in connection with General Meetings as contemplated by Part 5;
- (xvii) enter into and execute documents and contracts on behalf of the Club in respect of the matters delegated to the Chief Instructor under this clause 28; and

- (xviii) delegate to other persons any of the powers delegated to the Chief Instructor under this clause 28.
- (c) The delegation to the Chief Instructor of a School under clauses 28(a) and 28(b) excludes the rights, powers and functions (including duties and discretions) to, and the Chief Instructor must not:
- (i) unless expressly authorised by the Board in writing:
 - (A) incur on behalf of the Club, or commit the Club to, any debts, expenses or other financial liabilities:
 - (1) while the Net Cash of the School is less than zero; or
 - (2) which would cause the Net Cash of the School to be less than zero at any time;
 - (B) deal with any Common Income, other than pay it to the Club Account;
 - (C) suspend or cancel a Membership or reinstate a Membership which has been suspended or cancelled; or
 - (D) take any action on behalf of, or otherwise bind, the Club in connection with any of the following matters:
 - (1) membership of the Club (including Membership Fees, eligibility criteria and acceptance / rejection of membership applications, suspension or cancellation of membership, and restatement of membership which has been suspended or cancelled);
 - (2) insurance;
 - (3) tax returns and assessments;
 - (4) financial statements for another School or for the Club as a whole;
 - (5) grant funding from third parties;
 - (6) affiliation with AUSF or any national sporting organisation for Karate in Australia;
 - (7) affiliation with other organisations and schools, to the extent that the rights or obligations of such affiliation also apply to any other School or its Members (unless the Chief Instructor of that other School agrees), or apply to the Club as a whole;
 - (8) the constitution, strategy, business plan, policies and By-Laws of the Club;
 - (9) School Meetings of another School or General Meetings;
 - (10) marketing and promotion of the Club as a whole;
 - (11) establishment, operation and maintenance of the Club Account; or

- (12) establishment of a new School or closure of an existing School;
- (ii) exercise any power or do anything that results in an Adverse Club Event unless the Board expressly directed or authorised (in writing) the Chief Instructor to exercise such power or do such thing; or
- (iii) exercise any power or do anything that is required by the Act or any other law to be exercised or done by the Board or by General Meetings.
- (d) The delegation to a Chief Instructor under this clause 28 may not be revoked wholly or in part by the Board but may be suspended in accordance with clause 48.
- (e) While any rights of a Chief Instructor are suspended, any sub-delegation by the Chief Instructor of such rights (including, where such rights relate to the operation of the School Account, the rights of all signatories appointed by the Chief Instructor to operate that School Account) will also be suspended.
- (f) If a Chief Instructor is removed, then all sub-delegations by the Chief Instructor (including the appointment of signatories the School Account) will be automatically revoked on such removal.
- (g) Subject to the Act, the Board must not exercise, or delegate to another person (including by granting a power of attorney), a right, power or function (including a duty or discretion) which has been delegated to the Chief Instructor of a School under this clause 28 except:
 - (i) while the position of Chief Instructor of the School is vacant and there is no one acting temporarily in that position in accordance with clause 40(e);
 - (ii) while the Chief Instructor's rights are suspended;
 - (iii) to the extent necessary to avoid or remedy an Adverse Club Event; and
 - (iv) the Board may convene School Meetings of the School in accordance with clause 20(b).

29 Other delegations

- (a) The Board may delegate to a Director, a sub-committee or staff (including a Director or an employee), any of its rights, powers and functions (including duties and discretions) other than:
 - (i) a right, power and function (including the duty or discretion) which has been delegated under clause 28 and which has not been revoked;
 - (ii) this power of delegation; or
 - (iii) a duty imposed on the Board by the Act or any other law.
- (b) A delegation under clause 29(a) must be recorded in the minutes of a Board Meeting and may be subject to the conditions and any limitations the Board considers appropriate.
- (c) The Board may, in writing, revoke a delegation under clause 29(a) wholly or in part.

Division 2 – Board composition, Director elections and tenure of office

30 Composition of the Board

The Board must consist of:

- (a) the Chief Instructor of each School; and
- (b) the following Executive Officers:
 - (i) a President;
 - (ii) a Vice President;
 - (iii) a Secretary; and
 - (iv) a Treasurer.

31 Executive Officers

- (a) The Executive Officers shall be elected at each Annual General Meeting held in an even year (**Election AGM**) and shall serve in those positions until the next Election AGM unless they cease to be a Director in accordance with this constitution.
- (b) At an Election AGM, the President and Secretary must be elected by a simple majority of the Members in one School and the Vice Present and Treasurer must be elected by a simple majority of the other School. An Executive Officer position may not be elected by the same School at two consecutive Election AGMs.
- (c) An Executive Officer shall hold office until, and must retire at, the next Election AGM after his or her election (unless it ends earlier under this constitution) but upon expiry of this term he or she shall be eligible for re-appointment (subject to compliance with clause 31(b)).
- (d) Each Executive Officer must be a Member in the School that elected them and, if they cease to be a Member in that School, they shall automatically vacate their position as Executive Officer.
- (e) In the event of a casual vacancy of an Executive Officer's position, that vacancy will be filled by:
 - (i) another Member in the School that is entitled to elect that Executive Officer position, as nominated by the School Directors of that School; or
 - (ii) if the School Directors of the relevant School do not make a nomination within 5 Business Days of the vacancy, any other Member of the Club as nominated by a simple majority of the Board.
- (f) The President will be the Club's nominated "Voting Member" of the National Sporting Organisation. The President's vote at meetings of the National Sporting Organisation must be cast with the approval of another Board member representing the other School. If approval is not obtained, then the President must abstain from voting.

32 Nominations and elections of Executive Officers

- (a) The Board must call for nominations for Executive Officers at least 21 days prior to the Annual General Meeting.
- (b) 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) disclose any position the nominee holds in the Club, including as an officer, a participant, a delegate or an employee; and
 - (v) be delivered to the Club not less than 7 days before the date fixed for the Annual General Meeting.
- (c) If there is only one nomination for an Executive Officer position, then the person nominated shall be declared elected by the Members in the relevant School at the Annual General Meeting.
 - (d) If there is more than one nomination for an Executive Officer position, an election must be conducted at the Annual General Meeting.
 - (e) Voting shall be conducted in such a manner and by such a method as determined previously by the Board from time to time or, in the absence of such determination, by the chairperson of the meeting.
 - (f) If at the close of the Annual General Meeting, any Executive Officer position remains unfilled, that position will be deemed a casual vacancy for the purposes of clause 31(e).

33 Vacation of office

- (a) A Director may resign from the Board by written notice addressed to the Board.
- (b) A person ceases to be a Director and creates a casual vacancy for each office that he or she held if he or she:
 - (i) dies;
 - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (iii) suffers from mental or physical incapacity;
 - (iv) resigns in accordance with clause 33(a);
 - (v) ceases to be permitted to hold the position of a Director under the Act;
 - (vi) ceases to be a Member or a Member in the School that appointed him or her;
 - (vii) is an Executive Officer and is removed by a resolution passed at a Special General Meeting by a simple majority of the Members in his or her School; or
 - (viii) is a Chief Instructor and ceases to be Chief Instructor for any reason.
- (c) Notwithstanding any other provision in this constitution, AUSF shall have the power to remove a Director by written notice to the Secretary of the Club if the Director:
 - (i) ceases to be a current Member of AUSF;
 - (ii) is found to be in material breach of AUSF's constitution, affiliation agreement or any mandatory AUSF policy;

- (iii) engages in conduct that, in the opinion of the AUSF board of directors (acting reasonably), is detrimental to the reputation, safety, or operations of AUSF or the Club; or
- (iv) has failed to satisfy any eligibility requirement or legal obligation relevant to their position as determined by AUSF in consultation with the Club.

Before exercising this power, AUSF must notify the Board of the grounds for removal and provide the relevant Director an opportunity to respond within 7 days. The decision of the AUSF board of directors shall be final, and the relevant Director ceases to be a Director, and creates a casual vacancy for each office that he or she held, from the date of removal of the Director in accordance with this clause.

- (d) If there are any vacancies on the Board, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a Quorum at a Board Meeting, they may act only for the purpose of increasing the number of Executive Officers to a number sufficient to constitute a Quorum.

34 General duties

- (a) Directors must:
 - (i) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
 - (ii) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
 - (iii) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves or any other person, or so as to cause a detriment to the Club; and
 - (iv) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.
- (b) Subject to the duties in clause 34(a) and all applicable laws, the Chief Instructor (in his or her capacity as a School Director) of a School may have regard to, and act in the interests of, their School. All other Directors must have regard to, and act in the interests of, all Members.

Division 3 – Board Meetings

35 Board meetings

- (a) The Board 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) and in accordance with principles of good governance. Subject to this constitution, the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Director may at any time convene a Board Meeting on reasonable notice to the other Directors.

- (c) Except for matters that are required to be determined by a Special Board Resolution, questions arising at any Board Meeting shall be decided by a simple majority resolution of the Board.
- (d) On any question arising at any Board Meeting:
 - (i) each Director has one vote; and
 - (ii) the chairperson does not have a casting vote.
- (e) Without limiting any other provision in this constitution (including clauses 51 and 53), the following matters are required to be determined by a Special Board Resolution:
 - (i) establishment of a new School or closure of an existing School;
 - (ii) affiliation (including disaffiliation) with AUSF; and
 - (iii) affiliation (including disaffiliation) with other organisations and schools, to the extent that the rights or obligations of such affiliation apply to the Club as a whole.
- (f) A Quorum for a Board Meeting shall be the smallest number of Directors that constitutes a majority of the Directors.
- (g) Board Meetings shall be conducted in accordance with any applicable By-Laws.

36 Use of technology

Without limiting the power of the Board to regulate its meetings as it thinks fit, and subject to a Quorum being present, a Board Meeting may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
- (b) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this constitution. The notice will specify that Directors are not required to be present in person;
- (c) if a failure in communications prevents 36(a) from being satisfied by the number of Directors which constitutes a Quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until clause 36(a) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
- (d) the meeting shall be deemed to be held at the place specified in the notice of the meeting if a Director is there in person or if no Director is there in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

37 Circulating resolutions

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by the majority of Directors that is

required to vote in favour of the resolution at a Board Meeting shall be as valid and effectual as if it had been passed at a Board Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one or more of the Directors and shall be treated as having been passed at the time when the last Director required to form the requisite majority signs or assents to the resolution.

- (b) A resolution passed under this clause must be recorded in the minute book kept in accordance with clause 39.

38 Conflict of interest

- (a) A Director who has a material personal interest in a matter or a contract or proposed contract with the Club being considered at a Board Meeting must disclose the nature and extent of that interest to the Board.
- (b) A general notice given to the Board by any Director to the effect that such Director is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm will be deemed to be a sufficient declaration of interest to the Board in relation to any contract or arrangement so made for the purposes of clause 38(a).
- (c) Except for a matter or contract which requires the approval of a Special Board Resolution, the interested Director:
 - (i) must not be present while the matter is being considered at the meeting; and
 - (ii) must not vote on the matter.
- (d) Where a Director discloses a material personal interest in a contract, or proposed contract, in accordance with this clause 38, or his or her interest is not such as need be disclosed under this clause 38:
 - (i) the contract is not liable to be avoided by the Club on any ground arising from the fiduciary relationship between the Director and the Club; and
 - (ii) the Director is not liable to account for profits derived from the contract.
- (e) This clause does not apply to a material personal interest:
 - (i) that exists only because the Director is a Member in, or a School Director of, a School; or
 - (ii) that the Director has in common with all, or a substantial proportion of, the Members of the Club.

39 Minutes of meeting

- (a) The Board must ensure that minutes are taken and kept of each Board Meeting.
- (b) The minutes must record the following:
 - (i) the names of the Directors in attendance at the meeting;
 - (ii) the business considered at the meeting;
 - (iii) any resolution on which a vote is taken and the result of the vote; and

- (iv) any material personal interest disclosed under clause 38(a).
- (c) The minutes must be confirmed by the Directors present at a subsequent Board Meeting.
- (d) The minutes confirmed pursuant to clause 39(c) shall be deemed as “signed” by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed, and copies of those confirmed minutes must be retained by the Club.
- (e) Where minutes confirm previous meeting minutes they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

Division 4 – Other officer bearers of the Club

40 Chief Instructors

- (a) There must be a Chief Instructor of each School, who shall be a natural person that satisfies all of the following criteria:
 - (i) the person holds at least a second Dan ranking awarded by the School’s Peak Style Body;
 - (ii) the person is a Member in the School;
 - (iii) the person is permitted to hold the position of a Director under the Act;
 - (iv) the person is not bankrupt and has not made any arrangement or composition with his or her creditors generally; and
 - (v) the person is not of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- (b) Subject to satisfying the Chief Instructor Criteria, any person may be appointed to be the Chief Instructor of the Club concurrently with any other appointment held by that person.
- (c) The Chief Instructor of a School shall be appointed in one of the following ways (in descending order of priority):
 - (i) by the incumbent Chief Instructor appointing his or her replacement;
 - (ii) by a simple majority decision of the other incumbent instructors made within 14 days of the position of Chief Instructor becoming vacant;
 - (iii) by a simple majority resolution at a School Meeting of the School passed within 30 days of the position of Chief Instructor becoming vacant; or
 - (iv) if the position of Chief Instructor is vacant for a period of more than 30 consecutive days, by a simple majority resolution of the Board (excluding Directors who are Members in the School).

For the avoidance of doubt, a right to appoint the Chief Instructor in accordance with this clause does not confer a right to remove the incumbent Chief Instructor, and an incumbent Chief Instructor will only cease to be Chief Instructor in the circumstances specified in clause 40(d).

- (d) A person ceases to be the Chief Instructor of a School and creates a vacancy for that position if he or she:
 - (i) dies;
 - (ii) ceases to satisfy the Chief Instructor Criteria;
 - (iii) resigns his or her appointment; or
 - (iv) is removed in accordance with clause 48.

Such vacancy continues until a new Chief Instructor is appointed in accordance with clause 40(c) notwithstanding that someone may be acting temporarily in that position in accordance with clause 40(e).

- (e) While the position of Chief Instructor of a School is vacant, the Highest Ranking Instructor of the School (excluding the preceding Chief Instructor) who satisfies the Chief Instructor Criteria and who is willing to do so, will temporarily act in the position of Chief Instructor of the School (and may exercise all rights, powers, duties and discretions of the Chief Instructor) until any of the circumstances in clause 40(d) applies to him or her, or a new Chief Instructor is appointed in accordance with clause 40(c) (whichever occurs first).
- (f) Each Chief Instructor shall at all times answer to the Board and work under its direction, subject to the delegation under clause 28.

41 Public Officer

- (a) The Board shall appoint a Public Officer as required by the Act.
- (b) Unless the Board determines otherwise, the Secretary shall be appointed as the Public Officer of the Club.

Part 7 – Financial matters

42 Allocations of income, expenditure and property

42.1 School Income

- (a) All Membership Fees of a Member received or earned by the Club, less any expenses incurred or payable by the Club solely for that Member (e.g. membership fees of AUSF), shall be allocated:
 - (i) to the School to which the Member belong following such payment; or
 - (ii) if the Member belongs to both Schools, equally among both Schools.
- (b) All other income and amounts received or earned by the Club which have been generated or derived solely by, or in connection with the activities of:
 - (i) a single School shall be allocated to and belong to that School; or
 - (ii) both Schools shall be allocated to and belong to both Schools in such proportions as agreed between both Schools or, in the absence of agreement, in equal shares.
- (c) Without limiting clause 42.1(b), each School shall be allocated the following income and amounts held, received or earned by the Club:

- (i) fees and other amounts (other than Membership Fees) for instruction, coaching, training, gradings, seminars, competitions, training camps and social events provided, conducted, administered, promoted or supported by that School;
- (ii) amounts received from fundraising activities undertaken by that School;
- (iii) grant funding sought for, or on behalf of, that School or its activities;
- (iv) reimbursements for School Expenditure of that School;
- (v) amounts paid to the School Account of the School in accordance with clause 43.3(d)(i) or clause 43.3(d)(ii); and
- (vi) proceeds of disposal, or compensation for loss or destruction, of School Property of that School.

42.2 School Expenditure

- (a) All expenditure paid or incurred by the Club which has been paid or incurred solely for the benefit, or in connection with the activities, of:
 - (i) a single School shall be allocated to that School; or
 - (ii) both Schools shall be allocated to both Schools in such proportions agreed between both Schools, or in the absence of agreement, in equal shares.
- (b) Without limiting clause 42.2(a), each School shall be allocated the following expenditure paid or incurred by the Club:
 - (i) expenditure paid or incurred by, or with the authority of, the Chief Instructor of that School in his or her capacity as such (and not, for the avoidance of doubt, in his or her capacity as a Director); and
 - (ii) expenditure for the acquisition of School Property for that School.

42.3 Property

- (a) All property acquired by the Club using the School Income of:
 - (i) a single School shall be allocated and belong to that School; or
 - (ii) both Schools shall be allocated and belong to both Schools in such proportions agreed between both Schools, or in the absence of agreement, in equal shares.
- (b) Common Property shall be made available for the benefit of both Schools on such basis and terms as determined by the Board.

43 Bank Accounts

43.1 Club Account

- (a) The Club shall open and maintain a transaction bank account in the name of the Club, and all Common Income of the Club shall, as soon as practicable after the same is received, be paid and deposited to the credit of that account.
- (b) No withdrawal or electronic transfer shall be made from, no cheque shall be drawn on, and no other transaction shall be undertaken in respect of, the Club Account

unless the withdrawal form, electronic transfer, cheque or other transaction is signed, password-activated or otherwise authorised, as appropriate, by any two of the Directors appointed by the Board for such purposes (**Club Account Operators**).

- (c) The Club Account Operators are authorised to, and shall, disburse funds from the Club Account to pay Common Expenditure.

43.2 School Account

- (a) The Chief Instructor of each School shall open and maintain a transaction bank account in the name of the Club which is styled with the name of the School, and all School Income of that School shall, as soon as practicable after the same is received, be paid and deposited to the credit of that account.
- (b) No withdrawal or electronic transfer shall be made from, no cheque shall be drawn on, and no other transaction shall be undertaken in respect of, the School Account of a School unless the withdrawal form, electronic transfer, cheque or other transaction is signed, password-activated or otherwise authorised, as appropriate, by:
 - (i) any two School Directors of the School; or
 - (ii) if the School only has one School Director, that School Director and an Executive Officer nominated by that School Director,

(School Account Operators).
- (c) The School Account Operators for each School are authorised to, and shall, disburse funds from the School Account of that School to pay the School Expenditure of that School.

43.3 Reconciliations

- (a) Any Common Income which is received in a School Account or by a School shall be paid to the Club Account as soon as reasonably practicable following receipt.
- (b) Any School Income of a School which is received in the Club Account shall be paid to the School Account of the School as soon as reasonably practicable following receipt.
- (c) Common Expenditure shall be shared equally among both Schools. Each School's share of any Common Expenditure shall be paid to the Club Account as soon as reasonably practicable following request by the Treasurer.
- (d) If, for any reason:
 - (i) any School Income of a School is used to pay any Common Expenditure, then the Board must as soon as reasonably practicable pay the relevant amount from Common Income to the School Account of that School;
 - (ii) any School Income of a School (**Paying School**) is applied to pay any School Expenditure of another School (**Benefitting School**), then the Benefitting School must as soon as reasonably practicable pay the relevant amount from its School Income to the School Account of the Paying School; and

- (iii) any Common Income is applied to pay any School Expenditure of a School, then that School must as soon as reasonably practicable pay the relevant amount from its School Income to the Club Account.

44 Financial records

The Club shall maintain proper financial records in accordance with the Act and good governance standards, that correctly record and explain the transactions and financial position of the Club.

45 Financial statements and reports

- (a) For each Financial Year, the Board must ensure that the requirements under the Act and all other applicable legislation relating to the financial statements and reports of the Club are met, and that those financial statements and reports are lodged with all governmental agencies as required under such legislation within the timeframes prescribed.
- (b) The Treasurer shall ensure the accurate recording of all financial transactions and report regularly to the Board.
- (c) Without limiting clause 45(a):
 - (i) the Treasurer shall prepare, and the Board shall approve, financial statements for the Club which include consolidated financial statements for the Club as a whole and separate financial statements for each School; and
 - (ii) the Board shall make available the Club's financial statements to Members at each Annual General Meeting.
- (d) The Chief Instructor of each School shall report in writing on the state of the finances of their School to the Treasurer and at such meetings of the Board as the Board shall deem necessary, and shall provide to the Treasurer financial statements for their School (prepared in such form and on such basis as required by the Board) to enable the Treasurer to prepare, and the Board to approve and present, financial statements in accordance with clause 45(c).

46 Financial Year

The Financial Year of the Club shall be the 12-month period commencing on 1 January each year and ending on 31 December in that year.

Part 8 – Default and deadlock

47 School Default

Each of the following events and circumstances is a School Default in respect of a School:

- (a) the Chief Instructor of the School has acted beyond the scope of the delegation under clause 28;
- (b) unless expressly authorised by the Board in writing, the Net Cash of the School is at any time less than zero;
- (c) the School or its Chief Instructor or School Director has engaged in any activity which has resulted in an Adverse Club Event unless the Board expressly directed

or authorised (in writing) the School, Chief Instructor or School Director to engage in such activity; and

- (d) the School or its Chief Instructor or School Director is in material breach of any other obligation under this constitution or the Act.

48 Consequences of a School Default

If a School Default has occurred and is continuing in respect of a School, the Board may by a simple majority decision (with no votes cast by the Chief Instructor of the defaulting School) do any or all of the following:

- (a) suspend any or all rights of the Chief Instructor of the School (including the rights delegated under clause 28, the rights conferred on him or her as a School Director of the School other than the right to vote on Board decisions requiring a Special Board Resolution and the right to execute documents on behalf of the Club under clause 52(c)) and, if the School Default is not remedied within 30 days, remove the Chief Instructor and revoke their authority to operate the School Account; and
- (b) suspend any or all rights of a School Director of the School who is not the Chief Instructor (including the right to operate the School Account and to vote on Board decisions other than those requiring a Special Board Resolution) and, if the School Default is not remedied within 30 days, remove that School Director from the Board and revoke their authority to operate the School Account.

49 Deadlock

- (a) A Deadlock will occur if the Board is unable to make a decision on a matter which is required to avoid or remedy an Adverse Club Event.
- (b) A Deadlock will be resolved by a determination of AUSF, which may be requested by any Director and shall be final and binding.
- (c) Notwithstanding any Deadlock, each School and the Club shall continue all of their usual activities to the extent that such activities do not depend on or affect, and are not affected by, any of the matters the subject of the Deadlock.

Part 9 – General matters

50 Indemnity and insurance

50.1 Indemnity

- (a) To the extent permitted by the Act and subject to the Act, the Club may indemnify each Director or any person who has been a Director of the Club out of the assets of the Club against:
 - (i) any liability, loss, damage, cost or expense incurred or to be incurred by the Director in or arising out of the conduct of any activity of the Club or in or arising out of the proper performance of the Director's duties; or
 - (ii) any reasonable legal costs incurred by the Director in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by the Director, in which judgment is given in the Director's favour or in which the Director is acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the court to the Director.

- (b) This indemnity is not intended to indemnify any Director in respect of any liability in respect of which the Club must not give an indemnity under the Act, and should be construed and, if necessary, read down accordingly.

50.2 Insurance

- (a) To the extent permitted by the Act, the Club may pay any premium in respect of a contract of insurance for any Director or any person who has been a Director of the Club in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the Club and the proper performance by the Director of any duty.
- (b) If the Board determines, the Club may execute a document containing rules under which the Club agrees to pay any premium in relation to such a contract of insurance.

51 Amendments to clauses

- (a) Subject to clause 51(b) and due compliance with the provisions of the Act, this constitution may be altered or repealed by a Special Members Resolution passed at any General Meeting, provided that not less than 21 days' notice in writing of any proposed motion to amend the clauses shall have been given to all Members prior to the meeting.
- (b) The alteration, repeal or waiver of any of the following provisions of this constitution must also be approved by a Special Board Resolution (in addition to a Special Members Resolution under clause 51(a)):
 - (i) this clause 51;
 - (ii) clauses 3, 5, 6, 9, 14.2, 20, 28, 30, 31, 33, 35(c), 35(d), 35(e), 35(f), 40, 42, 43, 47, 48, 49 and 53; and
 - (iii) any defined term used in the above clauses.

52 The seal and executing documents

- (a) The Club will have a seal that shall be in the custody of the Secretary. The seal of the Club shall not be affixed to any document save with the authority of a resolution of the Board and shall not be so affixed except in the presence of at least two sealholders who each shall sign the document to which the seal is affixed.
- (b) The sealholders of the Club shall be such persons not exceeding four in number as the Board shall from time to time appoint. The Board may at any time without notice to any sealholder appoint any other person in his or her place.
- (c) The Club may execute a document without a seal if the document is signed by:
 - (i) two Executive Officers comprising;
 - (A) the President or Secretary; and
 - (B) the Vice President or Treasurer;
 - (ii) any other person or persons appointed by the Board for that purpose; or
 - (iii) in the case of a document contemplated by clause 28(b)(xvii), the Chief Instructor who has been delegated the authority to execute the document under clause 28(b)(xvii).

- (d) Clauses 52(a) and 52(c) do not limit the ways in which the Club may execute a document.
- (e) Subject to clause 28, the Board may resolve, generally or in a particular case:
 - (i) to delegate the power to execute documents on behalf of the Club to officers, employees or other representatives of the Club; or
 - (ii) to grant and execute power(s) of attorney to execute documents and to do such things on behalf of and in the name of the Club to such person or persons, as the Board may determine.

53 Winding up of Club and School closure

- (a) The Club shall be wound up voluntarily if a resolution to wind up is approved by:
 - (i) a Special Board Resolution; and
 - (ii) a Special Members Resolution passed at a General Meeting.
- (b) If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to:
 - (i) AUSF; or
 - (ii) if at that time:
 - (A) AUSF does not exist;
 - (B) AUSF's constitution does not prohibit the distribution of income and property among its members; or
 - (C) AUSF is unwilling or unable to accept the assets or property, one or more other organisations, each of which:
 - (D) has objects similar to the Objects;
 - (E) prohibits the distribution of income and property among its members; and
 - (F) is selected by the Members in a General Meeting at or before the time of dissolution or, in the absence of that selection, by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.
- (c) If a School is closed:
 - (i) the School Property of the School will become Common Property;
 - (ii) the School Income of the School will become Common Income;
 - (iii) all funds in the School Account of the School will be transferred to the Club Account; and
 - (iv) all provisions in this constitution requiring the approval or consent from the closed School or the Chief Instructor or a School Director of the closed School will not apply.

54 Custody and inspection of books and records

- (a) A Member may on request inspect free of charge:
 - (i) the register of Members;
 - (ii) the minutes of General Meetings;
 - (iii) the minutes of School Meetings of each School to which the Member belongs; and
 - (iv) the financial records of the Club and other documents relating to transactions, dealings, business or property of the Club.
- (b) The Board may refuse to permit a Member to inspect records of the Club:
 - (i) that relate to confidential, personal, employment, commercial or legal matters;
 - (ii) that are the subject of legal professional privilege; or
 - (iii) where to do so may be prejudicial to the interests of the Club.
- (c) The Board must, on request, make copies of this constitution available to Members free of charge.
- (d) Subject to clause 54(b), a Member may make a copy of any records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.

55 Repeal of former clauses

The rules set out in the Rules of Association adopted by the Club on 26 August 2006 are repealed.

56 Transitional

56.1 *Operation of this constitution*

This constitution come into force immediately after it has been adopted.

56.2 *Former clauses*

The adoption of this constitution will not affect anything done or permitted under the former Rules of Association of the Club, or any right or title accrued, or obligation or liability incurred, or duty or restriction imposed before the adoption of this constitution and will not interfere with the prosecution or affect the course or validity of any legal proceedings then pending, or otherwise, under the former Rules of Association of the Club.

56.3 *Former resolutions and regulations*

All resolutions of the Board and all regulations of the Club made under the former Rules of Association of the Club and in force or current at the time of the adoption of this constitution are to continue in full force and effect and may be rescinded, amended or repealed by the Board at any time.

56.4 *Deemed income, expenses and property*

- (a) Any income of the Club which has been generated or derived by, or in connection with, activities occurring prior to this constitution coming into force shall be deemed

to be School Income of the Seishikan School from the time that this constitution come into force.

- (b) Any expenditure of the Club which has been incurred prior to this constitution coming into force shall be deemed to be School Expenditure of the Seishikan School from the time that this constitution come into force.
- (c) Any property distributed to the Club (including monies transferred into a bank account of the Club) on the winding up of the UniSA Karate Club shall be deemed to be School Property of the IKGA School.
- (d) Any property which is owned by the Club immediately prior to this constitution coming into force (other than any property described in clause 56.4(c)) shall be deemed to be School Property of the Seishikan School from the time that this constitution come into force.
- (e) The bank account of the Club styled in the name of the Club immediately prior to this constitution coming into force shall be deemed to be the Club Account from the time that this constitution come into force.
- (f) The bank account of the Club styled in the name of the IKGA School immediately prior to this constitution coming into force shall be deemed to be the School Account of the IKGA School from the time that this constitution come into force.
- (g) The bank account of the Club styled in the name of the Seishikan School immediately prior to this constitution coming into force shall be deemed to be the School Account of the Seishikan School from the time that this constitution come into force.

56.5 Deemed Chief Instructors

- (a) The person who was the Chief Instructor of the Seishikan School, immediately prior to this constitution coming into force, shall be deemed to be the Chief Instructor of the Seishikan School from the time that this constitution come into force.
- (b) The person who was the Chief Instructor of the UniSA Karate Club, immediately prior to this constitution coming into force, shall be deemed to be the Chief Instructor of the IKGA School from the time that this constitution come into force.

57 Defect does not invalidate

Any act or thing done or suffered, or purporting to have been done or suffered, by the Board, by a sub-committee appointed by the Board or by the Chief Instructor of a School, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director, sub-committee or Chief Instructor (as applicable).

58 Notices

- (a) Any notice required to be given to a Member, a Director or a Chief Instructor under this constitution may be given:
 - (i) by handing the notice to the applicable person;
 - (ii) by sending it by post to the person at the address recorded for the person on the register of Members; or
 - (iii) by email or any other electronic means.

- (b) Any notice required to be given to the Club or the Board may be given:
 - (i) by handing the notice to the Secretary;
 - (ii) by sending the notice by post to the registered address of the Club;
 - (iii) by leaving the notice at the registered address of the Club; or
 - (iv) by email to the email address of the Club or the Secretary.
- (c) A notice will be considered duly given to a Member:
 - (i) if handed to the Member personally, at the time of handing it over;
 - (ii) if posted to the Member at the address recorded for the Member on the register of Members, on the second Business Day following the day of posting; and
 - (iii) if sent by email or other electronic means, on the date of transmission as evidenced by the computer or other information system by which the email or other electronic message was sent.

59 Governing law and jurisdiction

- (a) This constitution is governed by the laws of South Australia.
- (b) Each Member, Director, Chief Instructor and other officer of the Club submits to the non-exclusive jurisdiction of the courts in South Australia.

60 Severance

- (a) Any clause, or the application of any clause, which is prohibited in any place is, in that place, ineffective to the extent of that prohibition.
- (b) Any clause, or the application of any clause, which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that clause in any other place or of the remaining provisions in that or any other place.