



AWC – CONSTITUTION & RULES

Adopted at the Annual General Meeting held on 21 June 2016

1. Name

The name of the Club is “The Australian Women’s Club London”, hereinafter referred to as “the Club” or “AWC”.

1.1 The name of the Club may only be used by authority of the Committee.

2. Purpose

The Club shall provide opportunities for social contact for Australian women, and eligible members, resident in London and the United Kingdom.

2.1 The Club shall be a non-profit organisation.

3. Powers

Powers Further to Rule 2 the Club shall do all that is necessary and expedient to give effect to the purposes of the Club which may include any of the following:

- (a) To provide social support for Members
- (b) To take any donations including gifts of property whether subject to any special trust or not;
- (c) To provide activities for Members
- (d) To foster good working relationships with other similar organisations;
- (e) To carry out anything else within the law necessary or expedients to reach the Club’s objectives.

4. Membership

4.1 Membership of The Club is open to all women, at the discretion of the Committee, who are Australian citizens or the wives, mothers or daughters of Australian citizens.

4.2 Application for membership shall be in such form as is approved by the Membership Secretary and by the Committee from time to time.

- 4.3
- (a) Honorary and/or Life Members may be admitted at the discretion of the Committee.
 - (b) An Associate Member is a woman who is not an Australian citizen nor a wife, mother or daughter of an Australian citizen, but one who has a close affiliation with Australia. An Associate Member may be admitted, and asked to resign, at the discretion of the Committee. She will pay full membership fees, but will not have voting rights.
 - (c) The number of Associate Members is not to exceed 10% (ten per cent) of the total membership.

4.4 Members wishing to resign must notify the Membership Secretary in writing.

4.5 Members whose subscription remains unpaid for 30 days will be deemed to have their membership lapsed but may renew their membership upon payment of the annual fee.

4.6 Rights and interest of the Club cease immediately on death, termination of membership and resignation.

4.7 The Committee has the right to remove a member if it is found the Member’s conduct to be detrimental or injurious to the character or interests of the Club as per paragraph 5 of the Terms & Conditions.

4.8 Life Membership

Any member who has been a continuous member for 25 years will be offered life membership.

- (a) Life Members of the Club include: founding members, past presidents and as appropriate special members who are nominated and agreed to at an Annual General Meeting.

5. Subscription

(a) Annual Membership renewal is effective from 1 June with annual membership fee due by 30 June for the following 12 months.

(b) Members joining from 1 June to 30 November will be expected to pay 12 months membership dues.

- (c) Members joining between 1 December and 31 March will be expected to pay half-annual membership dues.
- (d) Members joining after 1 April will have their annual membership carried through to the following membership year.

6. Annual General Meeting

The Annual General Meeting shall be held in each calendar year by the end of July.

- 6.1 Not less than four (4) weeks notice in writing shall be given to all members of the Annual General Meeting.
- 6.2 Notice of any business to be raised at an Annual General Meeting must be made in writing to the Secretary at least two (2) weeks prior to the Annual General Meeting.

7. Extraordinary General Meetings

An Extraordinary General Meeting may be called at any time upon application in writing being made to The Committee and must be signed by at least 10 members.

8. Committee

The AWC Committee is formed of an Executive Committee (honorary officers) and General Committee:

- (i) An Executive Committee will in the usual course of business consist of the honorary offices of President, Immediate Past President, Two Vice Presidents, Secretary, Membership Secretary, Treasurer and Digital Content Manager. The Executive Committee makes proposals and recommendations for consideration by the Committee in a timely manner for the effective running of the Club.
- (ii) The Committee will consist of the Executive Committee and up to 9 additional elected Committee members making a total of 17 members on the Committee.

8.1 The Committee is responsible for the Club's day-to-day management and shall do all things necessary to advance the purpose of the Club, including but not limited to:

- (a) Administer the Club in accordance with its Constitution & Rules including the Terms and Conditions.
- (b) Enlist the services of any person for the purpose of assisting in any business of the Club.
- (c) Apply the funds of the Club in any such manner, as it shall deem expedient in furtherance of the Purpose of the Club.
- (d) Enter into contracts for the purposes and incidental to the carrying out of the Purpose of the Club.
- (e) Amend the annual subscription payable by Members
- (f) Otherwise act in any manner deemed reasonably necessary by the Committee where provision for such action has not been made.

9. Committee Members

- (a) Committee Members shall be elected for a term of two years in any one position.
- (b) Elected Committee Members shall serve a maximum of two terms (or 4 years) in succession.
- (c) A President may serve a maximum of 3 terms (6 years) only; one term (2 years) of which may be as President.
- (d) Nomination for The Committee, together with the names of proposer and seconder, must be made in writing to the Secretary not less than two (2) weeks before the Annual General Meeting.
- (e) Where more than one nomination is received for any position, election will be made by email or post before the Annual General Meeting.
- (f) Where no nominations are received for any office, The Committee is empowered to appoint a member to serve in that office.
- (g) A Past Committee Member may stand for re-election two years after she last served on The Committee.

- 9.1 The immediate retiring President shall be an Immediate Past President for one year after retirement, notwithstanding Rule 9c.
- 9.2 Duties of the Committee Members: There are various specific duties assigned to some Committee members including:
- (a) The President shall represent the Club in its dealings with outside organisations as well as direct and manage the business and affairs of the AWC. In the usual course of events she will chair General and Committee meetings.
 - (b) The Immediate Past President is to provide advice to the President and to act as a liaison between the AWC and FIWAL.
 - (c) The Vice-Presidents shall assist the President and deputise for her during any absence.
 - (d) The Secretary shall keep all records, except financial, of the Club and shall be responsible for their correctness. She is responsible for the keeping of minutes from all General and Committee meetings.
 - (e) The Membership Secretary shall process applications for memberships and renewals and ensure that an up to date register of members is maintained at all times.
 - (f) The Treasurer shall be the custodian of all funds of the AWC. She shall collect and disburse all moneys on behalf of the Club and shall keep an account of all monetary transactions and shall be responsible for their correctness. The Treasurer shall prepare and submit Annual Statements of Accounts for an annual audit.
 - (g) The Digital Content Manager shall be responsible for managing the Club's brand and all associated platform communications including but not limited to; the management and maintenance of the website and content, the management and maintenance of the email server and associated addresses, congruent direct and social media communications.
 - (h) The General Committee Members will attend monthly Committee meetings and other ad hoc meetings and events during the year. General Committee members can also be responsible for individual activities of the Club and sit on sub-committees as required.
- 9.3 The Committee shall have the power to fill any vacancies arising during the year from the membership of the Club. The vacancies should be nominated and seconded at Committee Meetings.
- 9.4 Subject to maximum Committee members allowed in Rule 7, members may be co-opted by the Committee for special purposes to include skill requirements to cover a committee member's absence or to give additional assistance for an event.
- 9.5 Resignation and Removal of Committee members
- (a) Any Committee member may resign at any time by submitting their resignation in writing to the President, Secretary or Treasurer.
 - (b) A member will no longer be a member of the Committee if she becomes incapable, by reason of mental disorder, illness or injury, of managing her own affairs
 - (c) Any Committee member may only be removed from the Committee either by:
 - (i) A two-thirds majority Vote of No Confidence at a Committee meeting, triggered by a failure to attend three (3) consecutive committee meetings without sending apologies or by a petition signed by three Committee members or more.
 - (ii) A simple majority Vote of No Confidence at a meeting, triggered by a petition of at least six (6) members or ten percent (10%) of Committee members, whichever is the greater.
 - (d) Any individual(s) subject to a vote of no confidence shall be given the opportunity to address the meeting before the vote takes place.

10. Executive & Committee Meetings

- 10.1 Executive and Committee meetings shall be held on a monthly basis, or as required.
- 10.2 For an Executive Committee Meeting four (4) members shall constitute a quorum. For Committee Meeting five (5) members of the Committee shall constitute a quorum, at least one of whom shall be: President, Vice President, Secretary, Treasurer.
- 10.3 At either meeting a resolution shall be passed by a majority vote. For the avoidance of doubt, in the case of equal votes, the motion shall not be carried.

- 10.4 All proposals and recommendations of the Executive Committee must be taken to the Committee Meetings for ratification or rejection.
- 10.5 Committee members with personal interests in matters being discussed must declare this interest and be absent from the discussion and not counted in the quorum.
- 11. Patron**
The Committee shall appoint an Honorary Patron. The Patron will have no constitutional responsibilities but may be invited to address the members or represent the Club from time to time.
Finances The Treasurer shall maintain proper books of account.
- 12.1 The accounts of the Club will be audited annually by auditors appointed by the Committee.
- 12.2 Annual Statement of Accounts together with audit report will be presented to the Annual General Meeting.
- 12.3 All money raised by the Club will be spent solely on the Purpose (Rule 2) laid out in the Constitution and for no other purpose.
- 12.4 The name of the bank accounts shall be in the name of the Club – The Australian Women’s Club.
- 12.5 The funds of the Club shall be deposited into account(s) operated by the Committee and deposited in either interest bearing or non-interest bearing accounts as may be appropriate to the requirements of the Club.
- 12.6 Signatories to the account(s) will be: President, Secretary, Treasurer and a Vice President.
- 12.7 Each payment authorisation will require two signatures.
- 13. Changes to Constitution and Rules (formerly 11)**
Every member is bound by the Constitution and Rules as well as the Terms & Conditions of the Club. Proposed amendments to the Constitution and Rules shall be made in writing to the Committee and must be signed by at least 10 members, such proposed amendments shall be circulated to the members at least four (4) weeks prior to the Annual General Meeting. The amendments must be ratified by two-thirds of members present at that meeting.
Changes to the Terms & Conditions will be made at Committee level and presented to the membership at the AGM.
- 14. Indemnity**
The Club shall indemnify and keep indemnified every Committee member of the Club from and against all claims, demands, actions and proceedings (and all costs and expenses in connection therewith or arising therefrom) made or brought against the Club in connection with its activities, the actions of its Committee or members in connection with its property and equipment but this indemnity shall not extend to liabilities arising from wilful and individual fraud, wrongdoing or wrongful omission on the part of the Committee member or member sought to be made liable. The Treasurer shall affect a policy of insurance in respect of this indemnity.
- 15. Dissolution**
- (a) The Club may be dissolved by a resolution passed by a simple two-thirds majority of those present and voting at an Extraordinary General Meeting (EGM).
- (b) If confirmed, the Committee shall distribute any assets remaining after the satisfaction of any proper debts and liabilities to be donated to a registered Australian charity/charities.
Nominations for such charity/charities will be called for and must be made in writing to the Secretary. In the event of more than one such charity being nominated, members shall vote to decide which charity receives the said assets.
- 16. Interpretation**
In the event of any question or matter pertaining to the day-to-day administration, which is not expressly provided for in either the Constitution or Terms and Conditions the AWC Committee have the power to use its own discretion. The decision of the Committee shall be final unless it is reversed at a General Meeting.



AWC - TERMS & CONDITIONS

Adopted at the AGM on 21 June 2016, updated March 2017 revised & adopted at General Committee Meeting 5 April 2018 to reflect GDPR guidelines

1. INTRODUCTION AND DEFINITIONS

1.1 In these terms and conditions:

- (a) "Committee" has the meaning set out in the Constitution.
- (b) "Constitution" means the Constitution and Rules of the Australian Women's Club London.
- (c) "Event" means any event hosted or sponsored by, or otherwise affiliated with, a Member.
- (d) The "Executive Committee" consists of: President, Vice Presidents, Secretary, Treasurer, Membership Secretary and Digital Content Manager.
- (e) "Member" means a member of the Club in accordance with the Constitution.
- (f) "Membership Application Form" means the application form duly completed in order to apply for membership to the AWC, substantially in the form set out in the annex to these terms and conditions or any other form as agreed between the AWC and that Member.
- (g) The name of the Club is "The Australian Women's Club London", hereinafter referred to as the "Club" or "AWC".
- (h) Headings are for convenience only and do not affect the interpretation of these terms and conditions.
- (i) The singular shall include the plural and vice versa.
- (j) A reference to a document includes all amendments of supplements to, replacements or novation of, that document.

1.2 The Committee may amend these terms and conditions from time to time. The Committee will notify the members of any amendments to these terms and conditions.

2. COMMUNICATION, ADVERTISING ETC

2.1 The name of the Club may only be used by authority of the Committee.

2.2 Upon joining the AWC, the Member will provide the Club with personal contact details. By providing this information, the Member agrees that the Club may contact the Member with information related to the activities of the Club, services, products and events.

2.3 No Member shall send advertising e-mails to other Members without the prior written consent of the President of the Club Committee. If a Member wishes to advertise or promote any Event, she shall submit the relevant information to the President of the Club in writing. The Club may then include the event in its monthly newsletter or otherwise inform the Members of the Event

at the absolute discretion of the President and the Committee as follows: the President and Committee may reasonably decide (in their absolute discretion) not to include the Event in the Club's monthly newsletter or otherwise may decide not to inform the Members of the Event, including if the President and Committee consider that advertising or promoting that Event would be against the interests of the AWC.

- 2.4 While the Club is a not-for-profit organisation and members of the Club may not exploit their membership for business purposes, the Club may allow (and facilitate) reasonable forms or advertising between its Members with prior approval of the President and Executive Committee (as described in paragraph 2.3 above) to facilitate the buying/selling of personal effects. The arrangements for the provision of goods are carried out between members and are not the responsibility of the Club.
- 2.5 Where either the President or a member of the Executive Committee is the person seeking to advertise, it would be appropriate for the relevant person not to take any part in approving the proposed activity or event in those circumstances, the nature of which activity or event shall be treated like that from any other member of the Club.

3. DATA PROTECTION

- 3.1 When a Member applies for membership of the Club and from time to time thereafter, it will be necessary for the Club to obtain from that Member certain information including (without limitation): a Member's name, address, e-mail address, telephone number or other contact details (as set out in the Membership Application Form, as collected from Members at formal and informal meetings of the Club, and as may be provided by Members and updated from time to time). This information will be treated as 'personal data' for the purposes of data protection law. The Club will process such personal data in accordance with the General Data Protection Regulation 2018.
- 3.2 Each Member confirms to the Club that it is permitted to:
- (a) Collect, hold, use and/or otherwise process her personal data as prescribed in these terms and conditions including (but not limited to) the purposes in clause 2 above for any legal purposes and in particular to comply with any of the Club's obligations under the General Data Protection Regulation 2018 or as otherwise required by law;
 - (b) (Unless the Member opts out of receiving such marketing) hold, use and/or otherwise process her personal data in order to further the legitimate interests of the Club (including by putting together and distributing a directory of Members and for the purpose of communicating details of the Club's activities, meetings and events).
- 3.3 Each Member confirms that the data she provides to the Club is accurate and complete; and the Member will use her reasonable endeavours to ensure that the Club is provided with appropriately updated information from time to time.
- 3.4 Subject to paragraphs 2.3 and 2.4 above, a Member may not use any data that may have been provided to her by the Club (including any directory of other Member Associations) to advertise or promote herself or any events or to further her own interests. Each Member agrees to indemnify the Club and hold the Club harmless against any and all claims, liabilities and costs incurred or suffered by the Club (excluding any caused by death or personal injury) in connection with or arising out of a breach by the Member of this paragraph 3.4
- 3.5 Each Member may have access to her personal data, which is held by the Club and may instruct the Club to provide her with such personal information and request that the Club does not process her personal data for certain purposes. Each Member is entitled to have any or all of such personal data corrected if it is inaccurate or out of date and to have such data erased. Members should address such requests to the Executive

Committee, which will process such requests without undue delay. For the avoidance of doubt, this may not mean that marketing communications will cease immediately following of such a request.

4. COMPLAINTS PROCEDURE

- 4.1 The Club runs on a voluntary basis and aims to provide all members with a high level of service. However, there may be times when, for whatever reason, the service provided does not meet a Member's expectation. Should this occur, in the first instance the Club encourages the relevant Member to contact the President of the Club to discuss the matter and provide the President of the Club with full and complete details of the complaint in writing. The relevant Member will then give the Club the opportunity to investigate and assess the complaint. The President and/or a member of the Executive Committee will consider and respond in writing to all such complaints that are received.
- 4.2 Should the person in receipt of a written response to a complaint, pursuant to paragraph 4.1 above, not be satisfied with the response received, they may request that the matter is referred to the Committee. The Committee's determination following such a referral shall be final.

5. CODE OF CONDUCT

MEMBERS: All AWC Members have a duty to act in the best interests of the Club.

COMMITTEE: The Committee should ensure the achievement of the Club's objectives and the interests of the Members are paramount.

In carrying out their roles the AWC Committee should ensure that decisions are made solely on merit and are accountable for their conduct of behaviour, decisions and actions to the Members.

No individual Member should place the Club under any financial obligation to outside individuals or organisations.

The Committee should demonstrate openness about their decisions and actions they take.

The Members of the Committee shall respect the ideas and input of fellow Committee members; shall reply to Committee member's views and statement in a constructive and polite manner.

If members of the Executive Committee feel that a particular Member's behaviour at meetings conflicts with any element of the Code of Conduct, or the Member is bringing the Club into disrepute through actions or statements made outside meetings; or the Member is disrupting or subverting the democratic decision-making process – the Committee has the right to remove the Member as per the Constitution and Rules.