Constitution of Armidale Students' Promoting International Rights and Equality (ASPIRE)



Table of Contents

PART 1 - PRELIMINARY ***3***

1. NAME 3
2. AIMS 3
3. DEFINITIONS 3

PART 2 – MEMBERSHIP ***5***

4. MEMBERSHIP GENERALLY 5
5. MEDICAL MEMBERSHIP 5
6. NON-MEDICAL MEMBERSHIP 5
7. ASSOCIATE MEMBERSHIP 5
8. CESSATION OF MEMBERSHIP 6
9. RESIGNATION OF MEMBERSHIP 6
10. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE 6
11. REGISTER OF MEMBERS 6
12. MEMBERS' LIABILITIES 7
13. RESOLUTION OF DISPUTES 7
14. COMPLAINTS 7

PART 3 – THE EXECUTIVE COMMITTEE ***9***

15. POWERS OF THE EXECUTIVE COMMITTEE 9
16. COMPOSITION AND MEMBERSHIP OF THE EXECUTIVE COMMITTEE 9
17. THE EXECUTIVE 9
18. DUTIES OF EXECUTIVE MEMBERS 10
19. THE COMMITTEE 11
20. DUTIES OF COMMITTEE MEMBERS 11
21. AFFILIATED ORGANISATION LIASON 14
22. ELECTION OF EXECUTIVE COMMITTEE MEMBERS 14
23. VOTING WITHIN EXECUTIVE COMMITTEE ELECTIONS 15
24. CASUAL VACANCIES 16
25. REMOVAL OF EXECUTIVE COMMITTEE MEMBERS 16
26. DELEGATION BY COMMITTEE TO A SUB-COMMITTEE 17

PART 4 – MEETINGS ***18***

27. EXECUTIVE COMMITTEE MEETINGS 18
28. GENERAL MEETINGS 18
29. ANNUAL GENERAL MEETING 19
30. QUORUM AND ADJOURNMENT OF GENERAL MEETINGS 20
31. MAKING OF DECISIONS 20
32. VOTING 21

33. ALTERATION TO THE CONSTITUTION 21
PART 5 - MISCELLANEOUS 22
34. ASSETS AND FINANCES 22
35. CUSTODY OF BOOKS 22
36. INSPECTION OF BOOKS 22
37. DISSOLUTION 22
38. INACTIVITY 22
39. RECOGNITION AND AFFILIATION – GENERAL 23
40. RECOGNITION AND AFFILIATION – UNE LIFE 23
41. RECOGNITION AND AFFILIATION – UNEMSA 24
APPENDIX A 26
APPENDIX B 27

PART 1 - PRELIMINARY

1. NAME

1.1. The name of the Club shall be Armidale Students' Promoting International Rights and Equality. (Hereinafter reffered to as 'the Club')

1.2. The Club shall also operate under the name 'ASPIRE.'

2. AIMS

2.1. "The Club" is not-for-profit; meaning: the assets and income of the Club shall be applied solely in furtherance of the aims of the Club and no portion shall be distributed directly or indirectly to the members of the Club except as bona fide compensation expenses incurred on behalf of the Club.

2.2. The vision of the Club shall be:

2.2.1. Sustainable, universal and equitable health for all.

2.3. The mission of the Club shall be:

2.3.1. To engage medical students and the wider Armidale community in global health and promote effective action on global health.

2.4. The Club will undertake the following activities to achieve its mission:

2.4.1. Create and run engaging and informative events promoting awareness of global health issues.
2.4.2. Provide opportunities for students and the wider community to improve global health education.
2.4.3. Raise funds for reputable organisations helping to improve global health.
2.4.4. Consult and represent the views of the students of UNE on global health issues.

3. DEFINITIONS

3.1. In this constitution, unless a contrary intention is made explicit:

3.1.1. **UNE** means University of New England.
3.1.2. **UoN** means University of Newcastle.
3.1.3. **JMP** means the Joint Medical Program of UNE and UoN.
3.1.4. **SRM** means the UNE School of Rural Medicine.
3.1.5. **MD** refers to the Doctor of Medicine.
3.1.6. **BMed** means the JMP Bachelor of Medicine course or Equivalent.
3.1.7. **UNEMSA** means the UNE Medical Students' Association.
3.1.8. **UNESS** means the UNE's Surgical Society.
3.1.9. **NERCHA** means the New England Rural Club for Health Alliance.
3.1.10. **GPSN UNE** means the General Practice Student Network at the University of New England.
3.1.11. **SIG(s)** means UNE's SRM Special Interest Groups, which includes but is not limited to GPSN UNE, NERCHA and UNESS.
3.1.12. **AMSA** means the Australian Medical Students' Association.
3.1.13. **ThinkTanks** refers to the AMSA initiative to provide a direct and accessible link between local medical students and AMSA as an open gathering for all UNEMSA members.

3.1.14. **ARAR** means Armidale Rural Australians for Refugees.
3.1.15. **GHG** means Global Health Group.
3.1.16. **IOGs** means the Club's Internal Operating Guidelines, a document outlining the internal governance of the Club.
3.1.17. **MoU** means a Memorandum of Understanding, a document formalising an affiliation between the Club another external organization.
3.1.18. **SLA** means Sustainable Living Armidale.
3.1.19. **Student** means a student enrolled in the BMed or MD Program through UNE or Equivalent.
3.1.20. **UNMS** means the UoN Medical Society.
3.1.21. **Wake-up!** refers to UoN's Global Health Group.

PART 2 – MEMBERSHIP

4. MEMBERSHIP GENERALLY

4.1. Membership of the Club will consist of the following categories:

4.1.1. Medical membership
4.1.2. Non-Medical membership (see clause 6), and
4.1.3. Associate membership (see clause 7).

4.2. The number of members in each category shall be unlimited.

4.3. The Club may levy fees on members. The amount of such fees shall not be excessive.

4.4. All Memberships of the Club are valid from the date the membership is granted to the end of the same calendar year.

4.5. The secretary must, upon sign-up of a member, enter the person's name in the register of members. Upon the name being entered into the register, the person becomes a member of the Club.

5. MEDICAL MEMBERSHIP

5.1. A person is eligible to be a *Medical Member* of the Club if they:

5.1.1. Are a natural person, and
5.1.2. Are enrolled as a student of the UNE BMed, MD, or similar, or has taken a leave of absence from their program lasting no longer than 1 year.

5.2. *Medical Membership* is available through the Club's management portal.

5.3. Any *Medical Member* shall hold one (1) vote at all meetings and elections of the Club at which they are present.

6. NON-MEDICAL MEMBERSHIP

6.1. A person is eligible for *Non-Medical Membership* of the Club if they:

6.1.1. Are a natural person, and
6.1.2. Do not qualify for a *Medical Membership* under the regulations stated in Clause 5, and
6.1.3. Are a currently enrolled student at UNE.

6.2. A *Non-Medical Membership* is granted by a majority vote at an Executive Committee meeting, and is for individuals who, in the opinion of the Club, have demonstrated consistent support and commitment towards the Club.

6.3. *Non-Medical Members* have the same rights as *Medical Members*, except the right to:

6.3.1. Nominate and run for Executive Committee positions, which the Executive Committee deems to be 'AMSA positions'.

7. ASSOCIATE MEMBERSHIP

7.1. A person is eligible for *Associate Membership* of the Club if they:

7.1.1. Are a natural person, and
7.1.2. Do not qualify for membership under the regulations stated in clause 5 and/or 6, or
7.1.3. Are a current member of Wake-up! and/or the UNMS.

7.2. *Associate Membership* may be granted upon submission of their intention to become a member to the Secretary, provided that they can supply sufficient proof of membership to Wake-up! and/or UNMS.

7.3. *Associate Members* have the same rights as *Medical Members*, except the right to:

7.3.1. Vote in any election of the Club
7.3.2. Nominate and run for a position on the Executive Committee
7.3.3. Vote in any meetings of the Club, and
7.3.4. Contribute towards a quorum at any meeting of the Club.

8. CESSATION OF MEMBERSHIP

8.1. A person ceases to be a member of the Club if the person:

8.1.1. Ceases to qualify for membership, as outlined in clause 4
8.1.2. Resigns membership, as outlined in clause 9
8.1.3. Places the Club in jeopardy or compromises the effective function or reputation of the Club (as determined by the Executive, where an opportunity for both parties involved have had a chance to present their case to an external mediator; of whom is agreed upon by all parties)
8.1.4. Is convicted of an indictable offence, or
8.1.5. Dies.

9. RESIGNATION OF MEMBERSHIP

9.1. A Member may resign from membership of the Club by giving written notice to the Secretary and at least seven (7) clear days notice. On the expiration of the period of notice, the *Member* ceases to be a Member.

9.2. If a Member of the Club resigns under clause 9.1, and in every other case where a Member ceases to hold Membership, the Secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member of the Club.

10. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

10.1. A right, privilege or obligation which a person has by reason of being a Member of the Club:

10.1.1. Is not capable of being transferred or transmitted to another person, and
10.1.2. Terminates on cessation of the person's membership.

11. REGISTER OF MEMBERS

11.1. The Club must establish and maintain a register of members for each category of membership.

11.2. The membership register must include for each current member:

11.2.1. Full name
11.2.2. Email
11.2.3. Phone number, and
11.2.4. Date of their admission to the register.

11.3. The register will be available at all reasonable times by any Member who applies to the Secretary for such inspection. This will only entail viewing of the names of Members, unless otherwise approved by the Executive.

11.4. The Executive may, on application from a Member, withhold information about a Member from the register available for inspection if the Executive has reasonable grounds for believing the disclosure of information would put that Member at risk or harm.

11.5. A Member must not use information about a person obtained from the register to contact or send material to the person, other than for:

11.5.1. The purpose of sending the person a newsletter, a notice in respect to a meeting or other event relating to the Club, or other material specifically relating to the Club.

11.6. Provision of information on the registers to external parties, without explicit, written consent of the Club's relevant membership and UNE Life Student Experience Team, is forbidden.

12. MEMBERS' LIABILITIES

12.1. The liability of a Member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the cessation of the Club is limited to the amount, unpaid by the member in respect of service provided by the Club or debt incurred.

13. RESOLUTION OF DISPUTES

13.1. A dispute between a *Club Member* and another *Club Member*, or a dispute between a *Club Member/s* and the Club, are to be resolved at the discretion of the Executive.

13.2. If a resolution cannot be determined between the *Club Member/s* and the Club, then the dispute is to be referred to an external mediator, who is to be agreed upon by all involved parties.

13.3. Disputes must be responded to within one month of the dispute being submitted to the Club's Executive.

14. COMPLAINTS

14.1. A complaint may be made to the Executive Committee by any person that a Member has:

14.1.1. Refused or neglected to comply with a provision or provisions of this constitution, or
14.1.2. Willfully acted in a manner prejudicial to the interests of the Club.

14.2. To respond to a complaint, the Executive must:

14.2.1. Issue a notice of the complaint to the Member concerned
14.2.2. At minimum, allow the Member fourteen (14) clear days notice from the time the notice is served
14.2.3. Consider any submissions made by the Member in connection with the complaint, and
14.2.4. Form and enact a resolution action plan.

14.3. A Member may then appeal the resolution action plan, at which point an external mediator (agreed upon by both parties) must be appointed to assist with resolving the complaint.

PART 3 – THE EXECUTIVE COMMITTEE

15. POWERS OF THE EXECUTIVE COMMITTEE

15.1. Subject to this constitution and to any resolution passed by the Club in a General Meeting, the Executive Committee:

15.1.1. Is to control and manage the affairs of the Club.
15.1.2. May exercise all such functions as may be required by the Club, other than those functions that are required by this constitution to be exercised at a General Meeting with members of the Club, and
15.1.3. Has power to perform all such acts and do all such things that appear to the Executive Committee to be necessary or desirable for the proper management of affairs of the Club.

16. COMPOSITION AND MEMBERSHIP OF THE EXECUTIVE COMMITTEE

16.1. The Executive Committee is to consist of:

16.1.1. The *Executive Members* of the Club, as detailed in clause 17
16.1.2. The *Committee Members* of the Club, as detailed under clause 19, and
16.1.3. Affiliated Organisation Liaisons, as outlined in clause 21.

16.2. The duties of the Executive Committee shall be to:

16.2.1. Ensure all individual tasks, as outlined in clauses 18 and 20, are completed to a satisfactory degree.
16.2.2. Maintain the Club's alignment with its Vision, Mission and Objectives, as outlined in clause 2.

16.3. Attendance of *Executive Committee Members* at Ordinary and General Meetings is obligatory. Any *Executive Committee Member* who does not attend three (3) consecutive meetings without leave can be dismissed from their role by a two-thirds majority vote of those voting Members in attendance at an Executive Committee Meeting.

16.4. An individual elected to an Executive Committee position shall not be permitted to bear office for more than one (1) position on the Executive Committee.

16.5. Each member of the Executive Committee is to hold office until seven (7) days following the date of the election but is eligible for re-election.

16.6. To be permitted into a position on the Executive Committee, nominees must be an existing eligible Member of the Club (as outlined in clauses 5, 6, and 7).

17. THE EXECUTIVE

17.1. The Club shall have an Executive consisting of:

17.1.1. President
17.1.2. Vice President / AMSA Global Health Representative
17.1.3. Secretary
17.1.4. Treasurer

17.2. The Executive shall have power to manage the Club in accordance with all relevant clauses noted in this constitution.

18. DUTIES OF EXECUTIVE MEMBERS

18.1. The President shall:

18.1.1. Oversee the general functioning of the Club.
18.1.2. Ensure the Club adheres to the Vision, Mission and Objective, as outlined in clause 2.
18.1.3. Support the Executive Committee in coordinating their roles.
18.1.4. Represent and advocate for the Club and its members within external organisations, including but not limited to UNEMSA, the UNE SRM, the JMP, AMSA, and AMSA Global Health.
18.1.5. Report back to the Executive Committee with updates from any external organisations.
18.1.6. Act as an official spokesperson of the Club.
18.1.7. Set the annual agenda and oversee the future strategic plan of the Club.
18.1.8. Liaise with the following organisations:
18.1.8.1. Wake-up!
18.1.8.2. UNMS.
18.1.8.3. UNE Life Student Experience Team (Clubs and Socs).
18.1.8.4. UNEMSA.
18.1.8.5. UNE SIGs.
18.1.9. To review the Club's affiliations with external organisations on an annual basis.
18.1.10. Ensure an adequate handover, including any documents and materials, to the following Executive.

18.2. The Vice President / AMSA Global Health Representative shall:

18.2.1. Deputise for the President.
18.2.2. Oversee the general functioning of the Club.
18.2.3. Support the Executive Committee in coordinating their roles.
18.2.4. Oversee the creation, planning, promotion and execution of the Club's activities.
18.2.5. Act as a liaison between AMSA, AMSA Global Health and the Club.
18.2.6. Represent the Club on all AMSA and AMSA Global Health matters.
18.2.7. Promote AMSA Global Health opportunities to the Club's Members.
18.2.8. Provide a summary report from each AMSA Global Health Forum to the Club's Members, including the presentation of any new project or event ideas that might arise from collaboration with other university's global health groups.
18.2.9. Report on any other activities of the AMSA Global Health management team.
18.2.10. Oversee the organisation and execution of any tasks set out by AMSA Global Health for the Club, including the implementation of any new tasks, campaigns, projects or events that may arise.
18.2.11. Oversee the organisation of the Club's AMSA Global Health Conference Scholarships, if necessary.

18.3. The duties of the AMSA Global Health Representative for the AMSA Global Health Committee, shall be:

18.3.1. To fulfil the duties of the position as outlined in the AMSA and AMSA Global Health Constitution, Charter, and Regulations and Bylaws, and carry out all relevant tasks set by AMSA Global Health;
18.3.2. To attend AMSA Global Health Forums and represent the interests of the Club and UNE SRM at Council;
18.3.3. To promote and attend the AMSA Global Health Conference, coordinate the the Club delegation prior to and during the event, and assist, if required, with any logistical task of the conference;
18.3.4. To appoint a proxy, usually the President, to attend the AMSA Global Health Forums and the AMSA Global Health Conference, if unavailable;

18.3.5. To complete the tasks of a weekly e-mail from the AMSA Global Health National Coordinators;
18.3.6. To attend monthly state teleconference meetings, as required;
18.3.7. To assist and promote any AMSA Global Health tasks, activities, campaigns, projects and/or events that may arise;
18.3.8. Assist the AMSA Representative from UNEMSA with the organisation of ThinkTanks, take responsibility for the discussion and presentation of the Global Health policies at ThinkTanks, and assist when necessary the AMSA Representative with any other related tasks, events or projects that might arise, as required;
18.3.9. To assist the promotion and implementation of AMSA and AMSA Global Health policy within the Club;
18.3.10. To encourage and promote AMSA membership to the Club's members.

18.4. The Secretary shall:

18.4.1. Schedule and promote all Club meetings.
18.4.2. Prepare an agenda for all Club meetings.
18.4.3. Keep minutes of the proceedings of all Club meetings.
18.4.4. Maintain the records and documents of the Club.
18.4.5. Maintain an accurate record of all Members of the Club, as outlined in clause 11.
18.4.6. Oversee and coordinate an annual handover meeting within fourteen (14) days of the Annual General Meeting.

18.5. The Treasurer shall:

18.5.1. Maintain the Club's finances in accordance with the UNE Club Rules and Regulations.
18.5.2. Present to the Annual General Meeting of the Club, a report detailing the financial activity and status of the Club.
18.5.3. Ensure an adequate handover, including any documents and materials, to the following Executive.
18.5.4. Provide a financial report at each Club meeting.
18.5.5. Supervise event and project budgets and work with event and project coordinators to ensure financial sustainability across all Club activities.
18.5.6. Oversee the execution of the Club's AMSA Global Health Conference Scholarships, in conjunction with the AMSA Global Health Representative.

19. THE COMMITTEE

19.1. The Club shall have a Committee consisting of:

19.1.1. Sponsorship Officer
19.1.2. Engagement Officer
19.1.3. Education Officer
19.1.4. Code Green Project Representative
19.1.5. Crossing Borders Project Representative
19.1.6. Sexual and Reproductive Health Representative
19.1.7. Healthy Communities Project Representative
19.1.8. Red Week Project Convenor(s)

20. DUTIES OF COMMITTEE MEMBERS

20.1. The Sponsorship Officer shall:

20.1.1. Gain sponsorship from outside organisations to assist with the cost of the Club's events, projects, and activities

20.1.2. Ensure that sponsorship agreements made with external organisations are considered ethical as agreed upon by the Executive Committee and aligns with the Club's Vision, Mission and Objectives, as outlined in clause 2.
20.1.3. Negotiate and renegotiate the terms of sponsorship agreements with current and potential sponsors.
20.1.4. Actively seek new sponsorship opportunities for the Club.
20.1.5. Work towards meeting the sponsorship income target set in the budget, in conjunction with the Treasurer.
20.1.6. Ensure all requirements set out in sponsorship agreements are fulfilled.
20.1.7. Oversee correspondence between sponsors and the Executive Committee.
20.1.8. Revise and renew the Club's Sponsorship Prospectus for early distribution, in conjunction with the President and Treasurer.
20.1.9. Oversee the Club's UNE Clubs and Societies Student Service and Amenities Fee Funding (SAFF) agreements; and liaison with the UNE Clubs and Societies and SAFF Office, as required.

20.2. The Engagement Officer shall:

20.2.1. Oversee all Club branding and promotion.
20.2.2. Assist other members of the Executive Committee with the creation and distribution of promotional materials, as required.
20.2.3. Oversee all publications contributed to or created by the Club, including but not limited to creating an article for the UNEMSA Armadillo Magazine at least three (3) times per year.
20.2.4. Maintain and regularly update the Club's page on UNEMSA's site, in conjunction with the UNEMSA website officer.
20.2.5. Maintain and regularly update the Club's Facebook Group and Page, Instagram account and any other social media held by the Club.
20.2.6. Review and update the Club's Global Health Event and Project Calendar, in conjunction with the Club's Executive Committee.
20.2.7. Review and update the Club's Pin-board (located in the School of Rural Medicine, Common Room, University of New England, Armidale, NSW, Australia, 2351), as required.
20.2.8. Ensure all sponsorships promotion requirements are met, in conjunction with the Sponsorship officer.
20.2.9. Organise, order and sell any Club merchandise.
20.2.10. Oversee and assist the Executive Committee with all Club email accounts and in setting up their forwarding and sending details.

20.3. The Education Officer shall:

20.3.1. Plan, organize and facilitate activities, events, projects or campaigns with an educational focus. Some of these events may include (but is not limited to) Orientation week activities, the annual Global Health Speaker Night, and/or Global Health Film Nights.
20.3.2. Coordinate joint education events hosted alongside UNEMSA, the SRM, and/or other UNE SIGs.

20.4. The Code Green Project Representative shall:

20.4.1. Promote and run the UNE AMSA Global Health Code Green Campaign.
20.4.2. Represent the Club at all Code Green meetings.
20.4.3. Coordinate a Code Green sub-committee, if required, for the running of the campaign and/or events.
20.4.4. Conduct correspondence on behalf of the Club with relevant climate change and health organisations within UNE and the wider community. This includes (but is not limited to) Sustainable Living Armidale, and Doctors for the Environment Australia.
20.4.5. Report to the Club on any relevant information from the Code Green National Project Managers, or any other relevant external organisations.

20.4.6. Ensure that all Club events and activities are run as environmentally sustainable as possible.
20.4.7. Plan, organize and facilitate activities, events, projects or campaigns with a focus on increasing awareness around the effects of climate change on health.

20.5. The Crossing Borders Project Representative shall:

20.5.1. Promote and run the UNE AMSA Global Health Crossing Borders Campaign.
20.5.2. Represent the Club at all Crossing Borders meetings with the Crossing Borders National Project Manager/s and other GHG Crossing Borders representatives, as necessary.
20.5.3. Coordinate a Crossing Borders sub-committee, if required, for the running of the campaign or events.
20.5.4. Conduct correspondence on behalf of the Club with relevant refugee and asylum seeker healthcare organisations within UNE and the wider community. This includes (but is not limited to) Armidale Rural Australian for Refugees, and Doctors for Refugees Australia.
20.5.5. Report back to the Club with any relevant information from the Crossing Borders National Project Managers; and/or any other relevant information from any other external organisations.
20.5.6. Plan, organize and facilitate activities, events, projects or campaigns with a focus on increasing awareness around refugee and asylum seeker healthcare.

20.6. The Sexual and Reproductive Health Representative shall:

20.6.1. Promote and run the AMSA Global Health Sexual and Reproductive Health Project.
20.6.2. Represent the Club at all AMSA Sexual and Reproductive Health meetings with the AMSA Sexual and Reproductive Health National Project Manager/s and other GHG Sexual and Reproductive Health representatives, as necessary.
20.6.3. Coordinate a Sexual and Reproductive Health sub-committee, if required, for the running of the campaign or events.
20.6.4. Conduct correspondence on behalf of the Club with relevant sexual health, reproductive health, and HIV/AIDS education organisations within UNE and the wider community. This includes (but is not limited to) Youth Empowerment Against HIV and AIDS (YEAH), Red Aware (alongside the Red Week Convenor(s)), The Australian Birthing Kits Foundation, and Zonta Armidale (District 24).
20.6.5. Report back to the Club with any relevant information from the AMSA Sexual and Reproductive Health National Project Manager(s); and/or any other relevant information from any other external organisations.
20.6.6. Plan, organize and facilitate activities, events, projects or campaigns with a focus on increasing awareness around global maternal and child healthcare, sexual and reproductive health, HIV/AIDS and barriers to equitable sexual health-care. Including the Club's Maternal and Child Skills Birthing Kit weekend.

20.7. The Healthy Communities Project Representative shall:

20.7.1. Promote and run the AMSA Global Health Healthy Communities Project.
20.7.2. To represent the Club at all AMSA Healthy Communities meetings with the AMSA Healthy Communities National Project Manager/s and other GHG Healthy Communities representatives, as necessary.
20.7.3. Coordinate a Healthy Communities sub-committee, if required, for the running of the campaign or events.
20.7.4. Conduct correspondence on behalf of the Club with relevant organisations helping to mitigate the health burden of non-communicable diseases within UNE and the wider community. This includes (but is not limited to) Armidale Parkrun, and Doctors for Nutrition Australia.
20.7.5. Report back to the Club with any relevant information from the AMSA Healthy Communities National Project Manager(s); and/or any other relevant information from any other external organisations.

20.7.6. Plan, organize and facilitate activities, events, projects or campaigns with a focus on increasing awareness around non-communicable diseases and their burden on health.

20.8. The Red Week Project Convenor(s) shall:

20.8.1. Promote and run the Red Week event and campaign.
20.8.2. Represent the Club at all AMSA Sexual and Reproductive Health meetings related to Red Week, and liaising with other Red Week or Sexual and Reproductive Health Representatives at other universities as required.
20.8.3. Coordinate a Red Week sub-committee, if required, for the running of the Red Week campaign or events.
20.8.4. Work with the Sexual and Reproductive Health Project Representative to conduct correspondence on behalf of the Club with relevant Youth Sexual Health and HIV/AIDS education organisations within UNE and the wider community. This includes (but is not limited to) Youth Empowerment Against HIV and AIDS (YEAH), and Red Aware.
20.8.5. Report back to the Club with any relevant information from meetings with the AMSA Global Health Sexual and Reproductive Health National Project and/or any other external organisations.
20.8.6. Assist the Sexual and Reproductive Health Project Representative, to plan, organize and facilitate activities, events, projects or campaigns with a focus on increasing awareness around sexual and reproductive health, HIV/AIDS and barriers to equitable sexual health-care.

21. AFFILIATED ORGANISATION LIASON

21.1. Affiliated Organisation Liaisons will comprise of:

21.1.1. UNEMSA Liaison.
21.1.2. ARAR Liaison.
21.1.3. SLA Liaison.
21.1.4. GPSN Liaison.
21.1.5. NERCHA Liaison.
21.1.6. UNESS Liaison.

21.2. Each Position will be held by one (1) officer appointed by the affiliated group with they represent.

21.3. The Liaison is usually the Chair or President of the affiliated group; however, can be appointed at the discretion of the external organisation.

22. ELECTION OF EXECUTIVE COMMITTEE MEMBERS

22.1. The Executive Committee shall be elected annually at the Annual General Meeting, or a Special General Meeting as needed.

22.2. Nominations of candidates for election as Executive Committee Members of the Club:

22.2.1. Must be made in writing
22.2.2. Include the nominees name, contact details and the position/s they would like to nominate for, and
22.2.3. Must be delivered to the Returning Officer of the association at least seven (7) days prior to the date fixed for the Annual General Meeting.

22.3. The President will act as the Returning Officer for elections, unless that Member intends to run for a position again, at which point the position of Returning Officer will be appointed to another suitable person, not being a candidate for election. The Returning Officer shall be charged with

the conduct of the election, and may appoint suitable persons, not being candidates for election, as Deputy Returning Officers.

22.4. Nominations for elections shall be called for at least fourteen (14) days prior to the date of the election, and must include:

22.4.1. The day on which nominations open, which day shall be at least fourteen (14) clear days before the day of the elections.
22.4.2. The date and time on which nominations close, which shall be no later than the time of the meeting at which the elections are to occur.
22.4.3. The Club Executive Committee position statements.
22.4.4. The name and contact details of the outgoing Executive Committee members.
22.4.5. The time, date and place of the election.
22.4.6. That only *Medical and Non-Medical Members* shall be eligible to be candidates for election or to vote.

22.5. At the Annual General Meeting, all nominees will be given the opportunity to deliver a speech or presentation that shall not exceed two minutes in length, or five minutes in length for members applying for the role of President.

22.6. Individuals may nominate for multiple positions on the Executive Committee.

22.7. If the number of nominations received is equal to or less than the number of vacancies to be filled, nominations for that position will also be open at the Annual General Meeting.

22.8. If the number of nominations received is greater than the number of vacancies to be filled, no further nominations for that position shall be taken at the Annual General Meeting.

22.9. An individual being elected into multiple positions may select one and the other position(s) are then given to the next highest vote holder.

22.10. In the case where a position is not filled, the incoming Executive may use its discretion to appoint someone in a fair way via written applications, or hold another election, in whichever manner it sees fit.

22.11. The term of the Executive Committee shall commence immediately following the close of the Annual General Meeting and conclude at the close of the Annual General Meeting in the following year.

23. VOTING WITHIN EXECUTIVE COMMITTEE ELECTIONS

23.1. Voting shall be on ballot paper or online, at the discretion of the Executive Committee, in a preferential system.

23.2. The ballot for a given position must:

23.2.1. List the names of the person(s) nominated in an alphabetical or random order, and
23.2.2. Contain appropriate space to indicate preferences.

23.3. On the ballot, nominees are to be numbered in order of preference, with one (1) being most preferred. At least three (3) preferences are to be made, unless there are less than three nominations for a given position.

23.4. When counting the ballot, a single transferable voting system shall be used.

23.5. Each member has one (1) vote per position being voted on and may vote for all positions being nominated.

23.6. In the case where there is only one (1) nomination for a position, a two-thirds majority vote of confidence from voting members must be achieved for the nominated individual to hold office.

23.7. The ballots shall be counted by the Returning Officer / Deputy Returning Officers.

23.8. The ballots will be counted immediately after voting and the results of the election will be announced as soon as a result has been reached for all Executive Committee positions.

23.9. Electronic votes will be accepted by the Voting Officials, and will open at least by the close of the AGM and remain open until at least 12pm the following day.

23.10. The Returning Officer will retain and safely keep all election results and ballots and at the end of seven days after the conclusion of the AGM, such results shall be destroyed.

23.11. A Member from the UNE Life Student Experiences Team shall serve as Electoral Arbiter and shall receive any appeals against the decisions of the Returning Officer.

24. CASUAL VACANCIES

24.1. In the event of a casual vacancy occurring in the membership of the Executive Committee, the Executive Committee may appoint a *Club Member* to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of the annual general meeting next following the date of the appointment.

24.2. A casual vacancy in the office of an *Executive Committee Member* occurs if the member:

24.2.1. Resigns from office by notice in writing to the Secretary, as outlined in clause 25.3, or
24.2.2. Ceases or resigns from membership of the Club, as outlined in clauses 8 and 9, or
24.2.3. Is absent without reason from three (3) consecutive Executive Committee meetings, as outlined in clause 16.3, or
24.2.4. Is convicted of an offense involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than three (3) months, or
24.2.5. Dies.

25. REMOVAL OF EXECUTIVE COMMITTEE MEMBERS

25.1. The Executive Committee may propose the removal of an *Executive Committee Member* at any time if it is deemed that the continuation of the person in their position compromises the effective functioning or reputation of the Club.

25.2. An *Executive Committee Member* may only be removed if:

25.2.1. There is an affirmative vote of at least two-thirds (2/3) of the Executive Committee
25.2.2. At least fourteen (14) days' notice of the intention to move a motion of revocation has been served on the person, and
25.2.3. The Member has been given a reasonable opportunity to respond to the motion and provide an alternative solution.

25.3. An *Executive Committee Member* may resign from their position at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such a notice is received by the Secretary, unless a later date is specified in the notice, in which it shall take effect on that later date.

25.4. Re-election for the *Executive Committee Member* if outside fourteen (14) days of a general meeting, may use its discretion to appoint someone in a fair way via written applications, or hold another election, in whichever manner the Club's Executive Committee sees fit.

26. DELEGATION BY COMMITTEE TO A SUB-COMMITTEE

26.1. If there is sufficient interest, sub-committees for various portfolios can be established. Formation of sub-committees may be conducted at the discretion of those Members in attendance at an Executive Committee Meeting.

26.2. The Committee may delegate any of its powers to a sub-committee comprising of such Members as the Executive Committee deems fit.

26.3. Sub-committees of the Committee have the following functions:

26.3.1. To provide direction and feedback to the Committee
26.3.2. To assist in the evaluation of progress, programs, and campaigns of the Committee
26.3.3. To explore new programs, projects and campaign ideas for the Committee, and
26.3.4. Any other function as deemed fit by the Committee.

26.4. All sub-committee members need to comply with this constitution, the Club's IOGs and complete tasks in alignment with the Club's Vision, Mission and Objectives, as outlined in clause 2.

26.5. The sub-committee chair will be the member of the Committee who has formed the sub-committee and is responsible for overseeing the overall function of the sub-committee.

26.6. A sub-committee may meet and adjourn as it deems appropriate.

26.7. Any decisions of the sub-committee will be determined at the discretion of the sub-committee chair and may be, but is not required to be, decided by a majority vote.

26.8. Sub-committees are required to make formal documentation and minutes of all meetings.

PART 4 – MEETINGS

27. EXECUTIVE COMMITTEE MEETINGS

27.1. Executive Committee meetings are to be held at such time and place as decided from time to time by the Executive Committee, but no less than fortnightly during the academic term.

27.2. All Club members are entitled to vote for resolutions and motions proposed at Executive Committee meetings.

27.3. All meetings shall be chaired by the President unless otherwise decided by the Executive Committee.

27.4. Quorum will be fifty percent (50%) of the current *Executive Committee Member* total. Quorum must include not less that three (3) *Executive Members*. Members participating via live video or audio link are considered to be in attendance for the purpose of a quorum.

27.5. No business is to be transacted at an Executive Committee meeting unless a quorum of members entitled under this constitution to vote is present.

27.6. If within half an hour after the appointed time for the commencement of an Executive Committee meeting a quorum is not present, the meeting is to stand adjourned at the discretion of the Club's Executive Committee.

27.7. An agenda of a meeting of the Executive Committee and notice for forthcoming meetings must be provided by the Secretary to all Club members at least twenty four (24) hours (or such other period at the discretion of the Executive Committee) before the time appointed for the holding of the meeting.

28. GENERAL MEETINGS

28.1. The Club shall hold General Meetings as required during a teaching period that is appropriate to the Club's Membership.

28.2. The Secretary may at any time, for any worthy purpose, call a General Meeting, and shall do so forthwith upon receipt of the written application of thirty percent (30%) of the *Executive Committee Member* total of the Club OR ten (10) *Club Members* (being members entitled under this constitution to vote at a General Meeting) stating the purposes for which the meeting is called. The business debated at a General Meeting shall be confined to the purposes named in the notice.

28.3. Except as provided in Clause 29, the Secretary shall give at least seven (7) clear days notice of the time and place of a General Meeting through a mail-out to all current Members (a mail-out is understood to include communication by e-mail), as well as other reasonable attempts to communicate to the Membership.

28.4. The agenda for a General Meeting shall include:

28.4.1. Opening and welcome
28.4.2. Apologies and leaves of absence
28.4.3. Minutes of the previous meeting
28.4.4. Business arising from the minutes
28.4.5. Correspondence
28.4.6. Motions on notice

28.4.7. Reports of Executive Members
28.4.8. Other reports
28.4.9. General business
28.4.10. Date of the next meeting

28.5. A General Meeting of the Club has the same powers as an Executive Committee Meeting, and may also carry the following motions on notice relating to the affairs of the Club by a two-thirds majority vote of those members present and voting:

28.5.1. Filling vacancies on the Executive Committee
28.5.2. Repealing motions and the effect of motions carried at an Executive Committee meeting
28.5.3. Amending the Constitution
28.5.4. Dismissing Executive Committee Members for reasons other than that in 16.3 of the Constitution, provided that the Executive Committee Member is given reasonable right of reply, or
28.5.5. Dissolving the Club.

28.6. No item of business is to be transacted at a General Meeting unless a quorum of members entitled under this constitution to vote, is present during the time the meeting is considering that item.

29. ANNUAL GENERAL MEETING

29.1. An Annual General Meeting is to be held in the month of August, September or October each year, the time and place of which is to be determined by the Executive Committee.

29.2. The Annual General Meeting shall be convened for the following purposes:

29.2.1. To receive reports on the activities of the Club for the preceding financial period
29.2.2. To receive a report and statement of accounts for the preceding financial period
29.2.3. To elect an Executive Committee for the ensuing term, and
29.2.4. To transact any other business, notice of which shall be duly submitted to the Secretary.

29.3. The Secretary shall give at least fourteen (14) clear days notice of the time and place of the Annual General Meeting through a mail-out to all Members (a mail-out is understood to include communication by e-mail), as well as other reasonable attempts to communicate to the Membership.

29.4. The Annual General Meeting shall be chaired by the President or an Executive Member not standing for election to any position.

29.5. The agenda for the Annual General Meeting shall include:

29.5.1. Opening and welcome
29.5.2. Apologies and leaves of absence
29.5.3. Minutes of the previous meeting
29.5.4. Business arising from the minutes
29.5.5. Correspondence
29.5.6. Motions on notice
29.5.7. Annual Reports
29.5.7.1. President
29.5.7.2. Treasurer
29.5.7.3. Secretary
29.5.7.4. Other *Executive Committee Members*
29.5.8. Election of the Executive Committee

29.5.9. General business

29.6. No item of business is to be transacted at a General Meeting unless a quorum of members entitled under this constitution to vote, is present during the time the meeting is considering that item.

30. QUORUM AND ADJOURNMENT OF GENERAL MEETINGS

30.1. No item of business is to be transacted at a General Meeting unless a quorum of Members entitled under this constitution to vote is present, during the time, an item is being considered.

30.2. Quorum for a General Meeting will be twenty (20) *Club Members* (being members entitled under this constitution to vote at a General Meeting) OR twenty percent (20%) of the current *Club Member* total, whichever is less. Quorum must include not less than three (3) *Executive Members*. Members participating via live video or audio link are considered to be in attendance for the purpose of a quorum.

30.3. If within half an hour after the appointed time for commencement of a General Meeting a quorum is not present, the meeting:

30.3.1. If convened on the requisition of Members, is to be dissolved, and
30.3.2. In any other case, is to stand adjourned to the same day in the following week at the same time and place, unless another place or time is specified at the time of adjournment by the person presiding the meeting and must also be provide in written notice to all *Club Members* at least one (1) day prior to the meeting being re-adjourned.

30.4. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) are to constitute a quorum.

30.5. The chairperson of a General Meeting at which quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

30.6. If a General Meeting is adjourned, the Secretary must give written notice of the adjourned meeting to each Member of the Association stating the place, date and time of the meeting and the nature of the remaining business to be transacted at the meeting.

31. MAKING OF DECISIONS

31.1. A question arising at a general meeting of the association is to be determined by a show of hands.

31.2. For a question to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, has been, either:

31.2.1. Carried
31.2.2. carried unanimously
31.2.3. carried by a particular majority, or
31.2.4. lost.

31.3. An entry of the resolution must then be recorded in the minutes, as evidence of the fact, either with or without, proof of the number or proportion of the votes recorded in favour of or against that resolution.

32. VOTING

32.1. On any question arising at a General Meeting of the organisation, a Member has one vote only.

32.2. All decisions shall be by affirmative majority of those present and voting, providing quorum is reached. In the case of an equality of votes the decision will be deemed to be decided in the negative.

32.3. A Member is not entitled to vote at any General Meeting of the organisation unless all money due and payable by the Member to the Club has been paid.

32.4. Proxy voting must not be undertaken at or in respect of a general meeting.

33. ALTERATION TO THE CONSTITUTION

33.1. This Constitution may be amended by a two-thirds majority of those *Club Members* in attendance at any General Meeting, provided that:

33.1.1. Written notice of proposed changes has been given to the Secretary not less than seven (7) clear days before such a meeting
33.1.2. Said changes do not contravene UNE Club Rules and Regulations or the University of New England policies
33.1.3. The Secretary has given at least seven (7) clear days notice of those proposed changes to all current Members through a mail-out to (a mail-out is understood to include communication by e-mail), as well as other reasonable attempts to communicate to the Membership
33.1.4. A copy of the amended constitution, and minutes of the meeting at which the amendments were made, are presented to a member of the UNE Life Student Experience Team within fourteen (14) days of the meeting, and
33.1.5. A member of the UNE Life Student Experience Team receives and ratifies aforementioned amendments.

33.2. Constitutional amendments do not become effective until approved by a member of the UNE Life Student Experience Team.

PART 5 - MISCELLANEOUS

34. ASSETS AND FINANCES

34.1. All property of the Club shall be vested in the Executive and shall be dealt with in such manner as directed by the Club in a Meeting.

34.2. The Club shall maintain a bank account.

34.3. The Club bank account will have a branch located in the city of Armidale, NSW, Australia.

34.4. All payments of the Club shall be by Electronic Funds Transfer or cheque, signed by at least two members of the Executive, one of whom must be the Treasurer.

34.5. The finances of the Club shall be maintained in accordance with the UNE Club Handbook for Treasurers and be submitted to a member of the UNE Life Student Experience Team, annually, for the purposes of re-affiliation.

34.6. Notwithstanding anything contained in this Constitution, all assets and funds of the Club shall be used solely to further the Objects of the Club and no portion of those funds shall be paid or distributed to members of the Club except as compensation for out-of-pocket expenses.

35. CUSTODY OF BOOKS

35.1. Except as otherwise provided by this constitution, the President or Treasurer, or in their absence a Member of the Executive Committee, must keep in their custody or under their control all records, books and other documents relating to the Club.

36. INSPECTION OF BOOKS

36.1. The following documents must be open to inspection, free of charge, by a member of the Club at any reasonable hour:

36.1.1. Records, books and other financial documents of the Club;
36.1.2. This constitution;
36.1.3. Minutes of all meetings of the Club.

37. DISSOLUTION

37.1. The Club may be dissolved by resolution of a two-thirds majority vote of those members present and voting at a General Meeting. If on the dissolution there remain any monies or property, they shall be held in trust with UNE Life for a period of two (2) years, after which time the funds will be reallocated to other student services within the University.

37.2. The Secretary shall give at least fourteen (14) clear days notice of the time and place of such a General Meeting through a mail-out to all Members (a mail-out is understood to include communication by e-mail), as well as other reasonable attempts to communicate to the Membership.

38. INACTIVITY

38.1. The Club shall be deemed inactive after any continuous eighteen (18) month period in which the Club does not hold any events or engage in financial activity. If upon inactivity there remains any monies or properties, they shall be held in trust with UNE Life for a period of three (3) years, and will be returned to the Club should it reform. After three (3) years, funds will be reallocated to other student services within the University.

39. RECOGNITION AND AFFILIATION – GENERAL

39.1. The Club reserves the right to affiliate with any organisations at the discretion of the Executive Committee.

39.2. Other organisations shall have the right to propose affiliation with the Club to the President.

39.3. The President shall be responsible for convening a meeting with the external organisation prior to establishing an official affiliation agreement.

39.4. Both the Club and the external organisation are required to have their President or Chair, agree to the terms outlined in this clause, being clause 39.

39.5. Upon agreement of both parties, a motion shall be proposed at the next Executive Committee meeting to ratify the affiliation. Upon passing of this motion, amendments of the UNEMSA Constitution shall be made by the President to be passed at the next general meetings.

39.6. Once a motion for affiliation has been passed, a new Affiliated Organisation Liaison position may be formed under clause 21.

39.7. As an affiliated organisation, any external party shall:

39.7.1. Inform the Executive Committee of their planned events and activities
39.7.2. Collaborate with the Club on appropriate matters in a timely manner, and
39.7.3. Provide copies of their meeting minutes to the Club as requested.

39.8. As an affiliated organisation, the Club shall:

39.8.1. Inform the external organisation of their planned events and activities
39.8.2. Collaborate with the external organisation on appropriate matters in a timely manner, and
39.8.3. Provide copies of the Club's meeting minutes to the external organisation when requested.

39.9. Both the Club and any affiliated organisation retain the right to terminate the affiliation should it be found the affiliation is no longer beneficial to either party. Intention to terminate affiliation must be given in writing from either the Club's Executive Committee or the external organisations Executive. Prior to termination, the initiating party shall allow the other party seven (7) days to respond and convene a meeting. If an alternative resolution cannot be reached, a Cessation of Affiliation Notice must be submitted by the terminating party to the other party.

40. RECOGNITION AND AFFILIATION – UNE LIFE

40.1. The Club is permitted to use the name 'UNE' or 'University of New England' as well as branding of the University as long as it remains affiliated with UNE Life.

40.2. The Club shall comply with all requirements of UNE Club Rules and Regulations and The University of New England policy for recognition as a registered Club of The University of New England.

40.3. The Club must, within fourteen (14) days of the Annual General Meeting, complete the UNE Life Club Affiliation process, and submit all required documents to the UNE Life Student Experience team.

40.4. The Club's affiliation with UNE Life may be cancelled if the Club is in breach of UNE Club Rules and Regulations, University of New England policy or if they are unable to maintain the minimum requirements for a UNE Club.

41. RECOGNITION AND AFFILIATION – UNEMSA

41.1. As per the Club's affiliation with UNEMSA, a Liaison shall be assigned to the UNEMSA Committee.

41.2. The Club's Liaison shall:

41.2.1. Present at all UNEMSA Committee and general meetings, and
41.2.2. Inform UNEMSA of information about the Club that is deemed significant to UNEMSA and its members. These include, but are not limited to planned events / activities, and plans to interact significantly with the SRM, including funding proposals or feedback pertaining to the interest of UNEMSA members.

41.3. The President shall be the Club Liaison or may delegate this role to another person as they see fit.

41.4. The Club shall avoid deliberate conflict with UNEMSA's aims and objectives, events and activities, initiatives and roles, whilst still remaining independent of UNEMSA and its control of the group.

41.5. The Club and UNEMSA will adhere to a Memorandum of Understanding, as outlined in Appendix A.

41.6. An annual review of this Memorandum of Understanding must be conducted before the Annual General Meeting of either organization, whichever is first.

This Constitution was adopted on the 7th day of April, 2025.



President's Signature _____



Secretary's Signature _____

UNE Life Student Experience Representative Signature _____

APPENDIX A

Memorandum of Understanding to be added each year after agreement with the University of New England Medical Student Association (UNEMSA)

APPENDIX B

History of Constitution Modifications

- This constitution was written and enacted in 2010 by Ananya Soni (Founding President)
- The Constitution was edited in 2011 by Jamie Cone (President)
- This Constitution was edited in 2012 by Rebecca Williams (President), Madelyn Gramlick (AMSA Global Health Representative), Thomas Hambly (Promotions Officer), Natalie Yeung and Stephanie Hayes (Secretary)
- This Constitution was edited in 2013 by Rebecca Williams (President) and Jake Funnell (Treasurer)
- This Constitution was edited in 2016 by Stormie de Groot (President)
- This Constitution was edited in 2016 by Daniel Jewiss (Treasurer)
- This Constitution was edited in 2018 by Bridie Peters and Ann Le (co-Presidents)
- This Constitution was edited in 2019 by Fraser Brooks, Catherine Lobbe and Guy Jeffery (co-Presidents and AMSA GH Representative)
- This Constitution was edited in 2020 by Guy Jeffery (President)
- This Constitution was edited in 2025 by UNE Life