ANU Musical Theatre Collective - Constitution

Rules of operation for members of the unincorporated association Document History:

19th July 2021: **Basis for initial formation**

17th October 2021**: Amendments to the Constitution**

27th April 2025: **Amendments to the Constitution**

27th October 2026: **Amendments to the Constitution**

ANU Musical Theatre Collective member

ANU Musical Theatre Collective – Constitution Last updated: 27th April 2025

1. Name

1.1. The official name of the club to which this Constitution applies is “ANU Musical Theatre Collective” or “ANU MTC”.

2. Interpretation

2.1. In this Constitution, unless the contrary intention appears:

2.1.1. **ANUSA** means Australian National University Students’ Association;

2.1.2. Academic Year means the calendar year determined by the ANU calendar;

2.1.3. **Council** means ANUSA Clubs Council;

2.1.4. **Collective** means the “ANU Musical Theatre Collective” or “ANU MTC”, as named in Section 1 above;

2.1.5. **Core Executive** refers to the President, Vice President, Secretary and Treasurer of the Collective;

2.1.6. Excluded Person means a member who is excluded from holding a Major Role in a Production.

2.1.7. **Executive** means the Executive Committee of the Collective;

2.1.8. Major Role refers to a lead role within a cast (defined as the top two billed roles by the rights licensor), the Director, and the Production Manager.

2.1.9. **Meeting** means a General Meeting, Special General Meeting or Annual General Meeting of the Collective;

2.1.10. **Member** means any member of the Collective;

2.1.11. **Production** means a piece of student theatre that has been managed and developed by the Executive or an Executive appointed production team

Resolution of the Executive means a simple majority resolution unless otherwise specified;

2.1.12. Season means the productions to be produced by the Collective during the Academic year.

2.1.13. **Student** means any student of the University who retains membership of ANUSA;

2.1.14. **Student Member** means any Member of the Collective who is also a Student.

2.1.15. **Teaching period** means each of the four normal academic terms as set by the University; and

2.1.16. **University** means the Australian National University.

2.2 Any interpretation of this constitution or the resolution of any dispute under it may be appealed to the ANUSA Clubs Officer. The decision of the ANUSA Clubs Officer may be appealed by the means set out in the constitution and regulations of ANUSA.

3. Aims and Objectives

3.1. The principal aim and objective of the Club is to manage and develop amateur student musical theatre at the University, as per the Collective's Values and Safer Spaces document. In order to promote participation in the arts of the theatre, the Collective will invite students along the journey through campus-wide and non-competitive participation in drama, musical theatre, dance and other theatrical arts in all their expressions, forms and media.

3.1.1. Collective Values:

3.1.1.1. Respect & Integrity;

3.1.1.2. Collaboration;

3.1.1.3. Community;

3.1.1.4. Growth; and

3.1.1.5. Entertainment.

3.2. The principal aims, objectives and operations of the Executive must be in alignment with the Collective Values. This is primarily to build, foster and maintain a community of members interested in the theatrical arts. To achieve this, the Executive is highly encouraged to put on a musical every year.

4. Affiliation

4.1. The Collective is affiliated to the ANU Students' Association and anything in this Constitution which is inconsistent with the ANU Students' Association Clubs Regulations and Policies is null and void to the extent of that inconsistency.

4.2. The Collective must fulfil its obligations under the Association's Clubs Regulations.

4.3. The assets and income of the Collective shall be used only for the promotion of the Collective's objectives and no portion may be paid or transferred directly or indirectly to members of the Collective except as:

4.3.1. repayment of expenses incurred on behalf of the Collective,

4.3.2. interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Collective's bankers for money lent to the Collective, and

4.3.3. bona-fide rent for premises let to the Collective.

4.4. The Collective may, on resolution of the Executive, become a member or affiliate of any other corporation, body or society.

5. Code of Conduct

5.1. Upon purchasing a membership to be a part of the Collective, the person is automatically held accountable to the Collective's Code of Conduct, **annexed** to this document at **Annexure A**.

5.2. Breaches of the Code of Conduct.

5.2.1. Any breaches of the Code of Conduct must be brought to the attention of the Executive, who must closely investigate the breach.

5.2.2. If a member has breached the Code of Conduct, then the Executive must meet and decide the necessary course of action in disciplining the member who made the breach. This includes, but is not restricted to, removal from a production, loss of membership, or a temporary or permanent ban from the Collective.

5.2.3. If a member of the Executive is involved in the breach of the Code of Conduct, then the Council must be informed of the situation and discipline of the member must be decided by the Council.

5.2.4. At any time, any member or non-member of the collective may use the Grievance form, to report any incident involving any member of the collective, or in any of the spaces of the Collective. The information from this form will be treated as confidential and will be first seen by the Core Executive only. If further action is required, it will be up to the Core Executive's discretion, who must follow the Procedure.

5.2.5. Should the grievance pertain to a member of the Core Executive, they shall be removed from the procedural process.

5.3. Amending the Code of Conduct

5.3.1. The Code of Conduct can only be amended by a majority vote at a Quorate Executive meeting.

5.3.2. After an amendment is made, all members must be notified of the amendments.

6. Membership

6.1. Full membership is open to all ordinary members of ANUSA who have paid the relevant subscription fee of the Collective.

6.2. Membership is also open to non-student alumni of the ANU, at the discretion of the Executive Committee, who have paid the relevant subscription fee and signed the Code of Conduct.

6.3. The subscription fee or full membership is set by the Executive, including a fee of $0, but may not be greater than $20 for members of ANUSA, unless the Collective applies for an exemption from the Council.

6.4. Membership is valid for the year in which the subscription fee is paid until the 1st of February the following year, with allowance for exceptional or unusual circumstances.

6.5. Members of the Collective are taken to be liable to the Code of Conduct upon paying the subscription fee.

6.6. Only members are eligible to vote in General Meetings.

6.7. Persons must be a member of the Collective in order to be appointed to a role withinthe Production. . Temporary volunteer assistants (such as Front of House staff) are not subject to this requirement, but they must abide by the Code of Conduct, and disciplinary actions can be taken in the situation of a breach, such as removal from the production. Professional contractors are also subject to this requirement and are not required to sign the Code of Conduct.

6.8. A record of any significant and material breaches of the code of conduct and disciplinary actions will be recorded by the Grievance Officer (if the breach was made in a production) or the President and Vice-President (if the breach was made in the general community). These records will be stored in a private folder shared to the President and Vice-President, and passed down each year in a strictly confidential manner. It is left to the discretion of the President, Vice-President and

Grievance Officer to determine the materiality of the breach and its effect upon the affected person's future involvement.

7. The Executive

7.1. The Executive consists of a Core Executive and General Executive;

7.1.1. The Core Executive

7.1.1.1. the President; and

7.1.1.2. the Vice-President; and

7.1.1.3. the Secretary; and

7.1.1.4. the Treasurer

7.1.2. The General Executive includes the following representatives:

7.1.2.1. Marketing Representative(s);

7.1.2.2. Events Representative(s);

7.1.2.3. Stagecraft Representative(s);

7.1.2.4. General Representative(s);

7.1.2.5. First Year Representative(s); and

7.1.2.6. Equity & Grievance Officer(s).

7.1.3. All Executive representative positions may be held by multiple people including the availability of assistant positions.

7.2. Definitions and responsibilities of each role:

7.2.1. Core Executive

7.2.1.1. The Core Executive shall consist of the President, Vice-President, Secretary and Treasurer in that order of hierarchy.

a) The function of the Core Executive is to:

i) Ensure the smooth running of the Executive;

ii) Liaise with bodies on behalf of the Collective within and

outside of ANU; and

iii) Represent the Collective wherever necessary with the consent of the General Executive.

b) The Core Executive is to be as transparent as possible and report decisions to the general executive;

i) However, at the discretion of the Core Executive, Core Executive meetings may be closed to other members of the Executive and Collective for the purpose of discussing matters unfit for public disclosure.

c) The Core Executive may not make any decisions on behalf of the Collective or its members without the express consent of the Executive;

i) Any decisions made by the Core Executive in the name of the Collective must be ratified by the Executive before taking effect.

ii) This excludes any grievance decisions.

d) The President is the head of the Executive, and is to be held directly accountable to the Executive.

e) The Core Executive as a body is to be held accountable to the Executive.

7.2.2. President

7.2.2.1. The President shall:

a) Act as the spokesperson for the Collective and consequently, the members;

i) This includes representing the Collective to people, bodies and offices

b) Oversee and direct the functioning of the committee;
    i) This includes but is not limited to:
        1) Providing direction to the Executive where necessary;
        2) Meeting regularly with the Executive; and
        3) Assisting all Executive members to carry out their obligations under this Constitution.
c) Liaise and meet with ANUSA and other University bodies;
d) Report back to the Executive on all meetings attended as a representative of the collective;
e) Delegate responsibilities for the preparation and administration of the Productions;
f) Plan and delegate responsibilities for Market Day;
g) Regularly check with all members of the Collective to ensure that every member is contributing to the Collective appropriately and fairly, and gather feedback including complaints from members;
h) Act on complaints, mediate disputes and undertake performance management of Collective members at the discretion of the Grievance Officer; and
i) Be visible within and provide leadership to the Musical Theatre Collective community.

7.2.3. Vice-President ('**VP**'):

7.2.3.1. The VP shall:

a) Be the direct deputy to the President, by:
    i) Carrying out the functions of the President at times

when the President is unable to do so;

ii) Reporting back to the Committee on all meetings attended as a representative of the Committee.

b) Delegate responsibilities for Market Day alongside the President;

c) Delegate responsibilities for the preparation and administration of the Productions alongside the President;

d) Assist the President in resolving disputes within the Collective and undertaking performance management of Executive members;

e) Act on complaints, mediate disputes and undertake performance management of collective members at the discretion of the Grievance Officer;

f) Lead the Collective in the preparation for Theatre Ball, by:

i) Liaising with other theatre societies in the preparation;

ii) Delegating tasks to members of the Executive;

iii) Working in close relation with the Treasurer, Events representative/s and Marketing representative/s.

g) Oversee the procurement of rights and venue hire alongside the Secretary and Treasurer.

7.2.4. Secretary

7.2.4.1. The Secretary shall:

a) Chair committee meetings and general meetings, except where conflicts of interest may arise;

b) Record minutes of all collective meetings and ensure they are made easily available online to the collective within forty-eight

hours of the meeting's closure;

c) Appoint a Collective member as an independent Returning Officer prior to the first election of the calendar year;
d) Assist the Returning Officer in the organisation of elections;
e) Interpret and ensure the compliance of the Collective and its actions to this Constitution;
f) Lead the Annual General Meeting;
g) Assist the Treasurer to coordinate and organise the sponsorship of the collective; and
h) In conjunction with the Treasurer, acquiring rights for all productions and organising venue hire.

7.2.5. Treasurer

7.2.5.1. The Treasurer shall:

a) Prepare a budget for the Committee's yearly expenses before the commencement of O-Week;
b) Monitor each portfolio's expenditure with respect to this initial budget, making any necessary changes and ensuring that all funds are accounted for and all purchases are included in the Collective's expenditure;
c) Liaise with ANUSA in the spending of monies deposited within the Collective's account;
d) Be responsible to the Collective for all its financial matters;
e) Provide at the AGM a statement of the receipts and expenditures for the year immediately preceding the AGM as provided by the University;
f) Maintain all financial records pertaining to the Collective and

present any such records upon request by the Executive or members of the Collective;

g) Handle reimbursement for purchases made without a Collective purchase card;
h) In conjunction with the Secretary, acquiring rights for all productions and organising venue hire;
i) Present reports to the Collective ensuring the Executive is aware of their remaining funds;
    i) Such reports must be made easily available to the Collective.
j) Provide the Producer of the relevant production with a general budget for the production;
k) Assist the Producer of the relevant production with any expenditure.

7.2.6. Marketing Representative(s)

7.2.6.1. The Marketing Representative(s) shall:

a) Manage all social media pages including, but not limited to:
    i) The Instagram;
    ii) The Facebook;
    iii) The TikTok; and
    iv) The Website.
b) Be responsible for all marketing on behalf of the Collective; and
c) Be supported by any marketing representatives that are a part of the productions.

7.2.7. Events Representative(s)

7.2.7.1. The Events Representative(s) shall:

a) Be responsible for organising and running social events for members of the Collective, with the purpose of providing alternative gathering events for those not currently in a production.

7.2.8. Stagecraft Representative(s)

7.2.8.1. The Stagecraft Representative(s) shall:

a) Represent the Collective's interests in managing the ANU Theatre societies' shared storeroom;
b) Be responsible for the custodianship and distribution of the Collective's storeroom key amongst members of the productions;
c) Be responsible for the advancement and development of stagecraft and crew skills for members of the Collective; and
d) Be responsible for inclusive practices within the stagecraft community of productions.

7.2.9. General Representative(s)

7.2.9.1. The General Representative(s) shall:

a) Respond to the needs of the Collective and its members, and provide support accordingly. This could include, but is not limited to:
    i) Providing administrative support for the Core Executive in securing rights and venue hire;
    ii) Attending all Collective meetings and providing opinions on matters pertaining to the Collective;
    iii) Supporting the other portfolios in their duties when necessary.

7.2.10. First-Year Representative(s)

7.2.10.1. The First-Year Representative(s) shall:

a) Respond to the needs of the Collective and its members, and provide support accordingly. This could include, but is not limited to:

i) Providing administrative support for the Core Executive in securing rights and venue hire;

ii) Attending all Collective meetings and providing opinions on matters pertaining to the Collective;

iii) Supporting the other portfolios in their duties when necessary.

b) Provide a unique first year perspective and voice to the Collective.

7.2.11. Members of the Executive must be members of the Collective.

7.3. The Executive, save for the Equity & Grievance Officer (see 8.5.1.5), is to be elected at each Annual General Meeting of the Collective by a vote involving the members. Subject to Electoral Regulations in Section 14 of this constitution.

7.4. In the event of a dispute between Executive members, or between the Executive and the members of the Collective, the President has a duty to make it known to the parties to the dispute that an appeal can be brought to the Clubs Council for any decision made by the Collective's Executive team.

7.5. The term of members of the Executive shall be from the date of their election until the following Annual General Meeting of the Collective, unless the member resigns their position or ceases to be a member of the Collective.

7.6. The roles and responsibilities of each member of the Executive must be agreed by resolution of a Quorate Executive meeting held as soon as possible after the

appointment of a new Executive. A suggested framework for these responsibilities will be provided in the Roles and Responsibilities of the Executive document.

7.7. A meeting of the Executive is to be held at least once during each teaching period of the academic year, when and where the Executive sees fit.

7.8. The quorum for a meeting of the Executive is five members of the current Executive, including at least 2 members from the Core Executive.

7.9. Members of the Executive who, after being given reasonable notice, fail to attend three or more scheduled meetings of the Executive, may be removed from the Executive by majority vote of the Executive at a quorate meeting.

7.10. The Executive has the power to fill any vacancy in the Executive of the Collective that may occur between Annual General Meetings.

7.11. The Executive has the power to conduct all the affairs of the Collective subject to the provisions of this Constitution and the Council.

7.12. Individual members of the Executive are bound by a resolution of a Quorate Executive meeting to the extent that the resolution directly relates to their activities as a member of the Executive of the Collective. Resolutions of the Executive require a simple majority vote of the members present at a Quorate Executive meeting. The President shall have a deliberative vote.

7.13. The Executive shall appoint a minute-keeper who shall keep proper and accurate minutes of all resolutions of the Executive. The contents of these minutes shall be approved at the subsequent meeting of the Executive and are thereafter to be made available to any member who requests them.

8. Productions

8.1. *Appointment & choice of work*

8.1.1. The Executive shall be responsible for appointing a Production Team who will be responsible for planning and carrying out productions & works (in such terms of office as the Executive stipulates).

8.1.2. Members of the Production Team do not automatically become members of the Executive, however members of the Executive are eligible to apply to become members of the Production Team.

8.1.2.1. The Treasurer cannot be the Producer of the Production.

8.1.2.2. An Excluded Person cannot hold a major role in a Production, as defined at 2.1.5.

8.1.2.3. The Executive Liaison Officer, defined at 8.7, is not permitted to hold any role within the Production.

8.1.3. The choice of works shall be made by the Executive with reference to the aims and objectives of the Collective. In making such a choice, the Executive should consult and seek advice from the outgoing Executive that precedes them.

8.1.3.1. The choice of works

8.1.3.1.1. The Core Executive shall appoint a panel of at least three members, one of which shall themselves be a member of the Core Executive, to select the works that should be performed for the upcoming season.

8.1.3.1.2. Where a conflict of interest arises due to a member of the panel having a personal relationship with an applicant, they shall excuse themselves from providing judgment on that application.

8.1.3.1.3. The Grievance Officer shall be present during the selection process.

8.1.3.1.4. Each work should be critically analysed and reviewed by the panel to ensure the final selection for the season aligns with the values of the Collective and the wider community.

8.1.4. The method by which works shall be chosen for performance shall be any method which the Executive deems appropriate, which may or may not include:

8.1.4.1. an informed resolution by the Executive (which may or may not include canvassing the preferences and opinions of members of the Collective);

8.1.4.2. a publicly circulated request for Creative Production Team Members (including Directors, Choreographers and/or Music Directors) to present applications with a work of their choosing, followed by an interview process.

8.1.5. Members of the Production Team may only be removed by resolution of the Executive or by their resignation.

8.2. *Responsibilities*

8.2.1. The production team shall be selected in a fair and equitable process by the Production Team Selection Panel.

8.2.1.1. The Production Team Selection Panel may be made up of current Executive members, current Collective members or Former Collective members at the discretion of the Executive.

8.2.1.2. The Production Team Selection Panel are not permitted to be involved, whether actually or potentially, in the production in any capacity

other than that of Grievance Officer.

8.2.1.3. Members of the Production Team Selection Panel may opt to become Grievance Officers for the production.

8.2.2. The Production Team shall operate a casting process that is fair and transparent, in adherence to the MTC's Equal Opportunity Policy. Auditions will be conducted in an equitable manner that does not discriminate. For assistance or clarification in this process, the Production team should consult the Audition Process and Casting Guidelines, and/or apply to the Executive.

8.3. *Casting*

8.3.1. The Production Team shall operate a casting process that is fair and transparent. Auditions must be conducted in an equitable manner that does not discriminate. For assistance or clarification in this process, the Production team should consult the Audition Process and Casting Guidelines, and/or apply to the Executive.

8.3.2. The Grievance Officer or the Executive Liaison Officer shall be present at auditions to monitor that the process in section 8.8 is met, and that the audition space is warm, welcoming and positive.

8.3.2.1. In the event that one of these is not available, a non-paritcipating Core Executive member can fill this role.

8.3.3. If the Executive team deems it necessary, then one representative from the Executive may be asked to observe the audition process, in order to ensure that section 8.8 is met, but will not actively participate in the casting process.

8.3.4. The Production Team will present a proposed final casting to the Grievance Officer and Executive Liaison Officer, prior to any auditionees being offered

roles. If, in the opinion of the Grievance Officer and Executive Liaison Officer, the casting list does not meet section 8.8, the Executive may require the Production Team to alter their casting.

8.3.5. Subject to the discretion of the Equity & Grievance Officer, a member may not hold more than one main role per season. Subsequent to being appointed to this main role, they shall become an excluded person for the remainder of the season.

8.4. *Procurement*

8.4.1. Collective procurement requirements are dependent on the value of the goods and services being sought.

8.4.2. A procurement must not be divided or split into separate parts to avoid a procurement threshold.

8.4.3. The Collective should avoid perceived and/or real conflicts of interest. Particular attention should be given to this policy if the Collective is considering purchasing goods and/or services from suppliers who have a personal relationship with any of the Executive or members involved in the procurement process. Any conflicts of interests real or perceived which do arise must be declared to the executive who will then vote as to whether to proceed with the purchase given the conflict.

8.4.4. The below thresholds will be adhered to by the Production Team:

8.4.4.1. Minor Procurement Threshold Requirements (less than $1,000 in value) No quotation is required; and Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

8.4.4.2. Medium Scale Procurement Threshold Requirements ($1,000 to $4,999 in value) A minimum of two written quotations are required;

Quotations must be sighted by at least two trustee members prior to authorisation of expenditure; and Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

8.4.4.3. Large Scale Procurement Threshold Requirements ($5,000 to $19,999 in value) A minimum of three written quotations are required; Quotations must be sighted by at least two trustee members of the Executive prior to authorisation of expenditure; and Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

8.4.4.4. Major Procurement Threshold Requirements ($20,000 or greater in value) A minimum of one written quotation is required; The Executive will manage the procurement exercise; Proposed expenditure must be evaluated by the Executive by: assessing compliance with the constitutional aims of the Collective assessing the technical viability of the proposed solution; assessing the capability of the proposed supplier to provide the goods or services, including technical and management competence and financial resources; taking account of the benefits and costs involved on a whole of life basis with a focus on value for money over cheapest price; and identify the solution that represents best available value for money in line with this policy.

8.5. *Equity & Grievance Officers*

8.5.1. The Equity & Grievance Officer(s) is responsible for equitable and inclusive processes being followed in the show and society as a whole.

8.5.1.1. This includes following the disciplinary procedure outlined in the Production Involvement Agreement, **annexed** to this document at **Annexure B,** should disputes or allegations arise within a Production.

8.5.1.2. A fundamental role of the Equity & Grievance Officer is to be, in appearance and in reality, impartial and unbiased. They must remain a separate figure, and maintain confidentiality of members of the Collective unless expressly permitted otherwise.

8.5.1.3. In addition to managing the dispute resolution process, the Equity & Grievance Officer's role is also to simply be someone that any member of the production may go to should they feel they simply need someone to talk to about any anxieties or issues they may have going on personally.

8.5.1.4. In all grievance instances, the Equity & Grievance Officer should remind members of the support services offered by ANU, ANUSA and the ACT.

8.5.1.5. The Equity & Grievance Officer is to be selected by a unanimous vote of the Core Executive, and must be a member of the Collective. A member may nominate themselves to be the Equity & Grievance Officer for either a production, or for an entire season.

8.5.1.6. The Equity & Grievance Officer may not be involved in the production.

8.5.1.7. The Equity & Grievance Officer must do a handover with the next Equity & Grievance Officer.

8.5.1.8. In the case where there is a grievance against the Equity &

Grievance Officer, the complaint passes to the President and Vice President

8.6. *Production Involvement Agreement*

8.6.1. When accepting their role in a production, every production member, whether they be from the production team, cast, stage crew, stagecraft, and orchestra must sign the Production Involvement Agreement (**Annexure B**).

8.6.1.1. The Grievance Officer must send out the above Agreement as an attachment to the offer of role emails (from the Grievance Officer email account), and is in charge of storing the acceptances of the role and signing of Agreements for the Collective's records.

8.7. *Executive Liaison Officer*

8.7.1. The Executive Liaison Officer must be a member of the Core Executive. They must remain separate to the relevant Production in all and any capacities, aside from those outlined below.

8.7.2. The Executive Liaison Officer(s) is responsible for providing a direct line of communication from a Production Team to the Executive, primarily regarding aspects relating to logistics (noting interpersonal, equity and grievance issues remain in the purview of the Equity & Grievance Officer). The Executive Liaison Officer(s) is to assist in providing logistical guidance to a production where appropriate.

8.7.3. The Executive Liaison Officer must be appointed by, and from within, the Core

Executive before the commencement of each production.

8.7.4. The term of Executive Liaison Officer is limited to the term of the Production.

8.7.5. In the event where the Equity & Grievance Officer is unable to fulfil their role, the Executive Liaison Officer may take on their roles and responsibilities for a given show.

8.7.6. In the event where the Equity & Grievance Officer must handle an incident and requires advice or consultation, their first port of call will be the Executive Liaison Officer, who may provide help in whatever capacity the Equity & Grievance Officer deems necessary.

9. Liability

9.1. No action, suit or proceeding shall be brought or maintained against any member of the Executive or any person who has been a member of the Executive in respect of any act or action done or taken or omitted to be or taken by the Executive under this constitution in the bona fide exercise of powers conferred or reasonably believed by the said member to have been conferred by this constitution.

9.2. To remove doubt, where a person elects to become a member of the Collective and actively participates in the activities of the Collective (such as by being a member of the Production team or talent), such person demonstrates intention to create legal relations with all other members of the Collective and accepts joint and several liability with respect to activities undertaken by any representative of the Executive in the bona fide exercise of powers conferred by this constitution.

10. Powers

10.1. At the discretion of the Executive, the Collective may:

10.1.1. Accept any gift (whether by will or inter vivos);

10.1.2. Borrow funds for any object of the Collective. A loan cannot be for a period greater than the time before the next AGM;

10.1.3. Accept on loan any equipment or property;

10.1.4. Lend or make available any equipment or property of the Collective;

10.1.5. Sell, exchange or dispose of property for which the Collective has no current or imminent use;

10.2. The Trustees of the Collective are the Core Executive.

10.3. The Trustees have a legal duty to ensure that the Collective's funds are being used in the best interests of the Collective, which is to be viewed from the perspective of the Collective as an independent entity, and not from the perspective of members.

11. General Meetings

11.1. An Annual General Meeting of the Collective is to be held at least once each year, no later than the first Sunday of the semester two examination period.

11.1.1. The agenda of the Annual General Meeting must include; elections of members of the Executive of the Collective, an Annual Report, statements of income and expenditure, and a current balance sheet are to be presented by the outgoing Executive.

11.2. The quorum for a General Meeting is 8 members, including at least 3 non-executive members, and 2 Core Executive Members or, if in the event that current membership of the Collective is less than 8 members, 80% of the current membership is the quorum.

11.3. Except as set out in s12.2 of this Constitution, decisions of a General Meeting are

by a simple majority of members present in person who cast a vote.

11.4. The Collective President must, where possible, Chair, or appoint another Core Executive member to Chair, a General Meeting. Where this is not done, those full members present must elect a Collective member to Chair.

11.5. The Chair is to conduct the General Meeting in accordance with the Standing Orders Regulations of the Collective.

11.6. The Chair has a deliberative and casting vote (that is, a second vote).

11.7. Any resolution of a Quorate General Meeting binds all members of the executive to the extent that the resolution directly relates to their activities as a member of the Executive of the Collective.

11.8. The Chair shall appoint a minute keeper to all general meetings. A copy of minutes will be circulated amongst the membership following the general meeting.

12. Interpretation and Amendment

12.1. Any Member of the Collective can propose an amendment to the Constitution.

12.2. If a dispute arises as to the interpretation of this constitution or a dispute arises for which there is no provision made in this constitution, the matter should be brought to the attention of the Executive who may make a decision on the matter.

12.3. This Constitution may be amended by a resolution carried by a two-thirds majority of members present and voting at a General Meeting of the Collective.

12.4. Notice of proposed amendments must be circulated to members at least 5 days prior to the General Meeting.

12.5. Any interpretation of the constitution or the resolution of any dispute under it, may be appealed to the Association Clubs Council Secretary. The decision of the Clubs Council Secretary may be appealed by the means set out in the constitution and regulations of the Association.

12.6. No Amendments to this constitution shall be validly enacted except where the Clubs Council Executive is given notice by email of the amendment at least 5 days prior to the moving of the amendment. The email shall request an interpretation as to whether the proposed amendment will affect the continued eligibility of the club for reaffiliation.

13. Dissolution

13.1. The Collective can be dissolved by:

13.1.1. Unanimous decision of those present at a quorate general meeting,

13.1.2. Failure to elect an Executive: Where all or a majority of the Executive positions are not filled at a general meeting, the Clubs Council may appoint the remaining positions on an interim basis or dissolve the Collective. In such a case, another general meeting must be held as soon as practicable at which the positions filled by the Clubs Council shall be filled by election or the dissolve of the Collective. If a majority of the positions remain unfilled after this general meeting, the Collective will be dissolved; or

13.1.3. The Collective ceasing to function through attrition or de-affiliation.

13.2. On dissolution, disaffiliation or failure to re-affiliate by the end of the first teaching period, any net assets, property, funds or money shall not be distributed among the members but shall become the property of ANU Students Association and be given or transferred to the ANU Students' Association; except for funds sourced by means other than grants from ANUSA in the current and previous calendar year. Such other funds must be donated to a not-for-profit association with objects similar to those of the club, or to ANUSA.

14. **Electoral Regulations**

14.1. Returning Officer

14.1.1. For each election, the President of the Collective shall appoint a Returning Officer who must not be a candidate at the election.

14.1.2. In the event that the Returning Officer is unable to perform their duties, the Secretary shall appoint a new Returning Officer.

14.2. Nominations

14.2.1. Nominations shall be made in whatever form the Returning Officer deems appropriate. Candidates shall self-nominate.

14.2.2. The Returning Officer shall open nominations at least ten (10) Teaching Days prior to the election, and shall set a time for close of nominations no earlier than five (5) days after opening nominations. The Returning Officer shall make all reasonable efforts to communicate notice of the opening and closing times for nominations to all members of the society.

14.2.3. The Returning Officer shall reject nominations:(a) that appear to be false;(b) where the nominee is ineligible for the position(s) for which they have nominated; or(c) where the nomination was lodged after the close of nominations (unless exceptional circumstances apply, as determined at the discretion of the Returning Officer)

14.2.4. The Returning Officer shall reject any incomplete nominations, but may assist the candidate to complete their nomination correctly and accept the completed nomination after the close of nominations.

14.2.5. Candidates may withdraw their nomination at any time, up to one hour before polls open in the election

14.2.6. If a candidate nominates for multiple positions to be elected at the same election, they shall list their order of preference for their preferred position in the event that they win more than one of the positions.

14.2.7. In the event that there are insufficient nominations for a position or set of positions by the close of nominations, the Returning Officer shall, if practicable, extend the close of nominations. If it is impracticable to extend the close of nominations, a subsequent meeting of the executive may be held after the election to appoint members to any positions remaining unfilled.

14.3. Conduct of Election

14.3.1. The election shall be conducted by the Returning Officer with such assistance as they deem necessary.

14.3.2. At the beginning of the election the Returning officer shall verify every attendee's current membership status and eligibility to vote.

14.3.3. Nominees will be invited to speak for a maximum of three minutes.

14.3.4. The casting of votes shall be conducted by way of secret ballot and may be conducted either on paper or in any other way that the Returning Officer Sees fit.

14.4. Eligibility to Nominate

14.4.1. Any member of the Collective is eligible to nominate for any position.

14.5. Eligibility to Vote

14.5.1. Only members of the Collective may vote in elections.

14.6. Results of Election

14.6.1. In the event that the results of the count show that a candidate is elected to more than one position, they shall be elected to whichever of those positions is ranked highest on their list of preferences, and the votes for any lower-ranked positions shall be recounted with the candidate excluded. This process shall be repeated if necessary until no candidates are elected to more than one position.

14.6.2. The Returning Officer shall release the names of the members elected as soon as possible after the counting of votes.

14.6.3. In the event of a draw, all the candidates who are in the draw will be invited to take questions for 3 minutes each, and the vote will be retaken,

14.6.3.1. The returning officer must vote, only in the case of an even number of voters in order to ensure a majority vote outcome, otherwise abstaining from the election.

14.7. Disputes

14.7.1. Any disputes regarding the results of the election may be dealt with at a General Meeting of the Collective. In the event of violations of these Regulations or other misconduct or unfair behaviour that may have affected the result of an election, a General Meeting of the Association may, by resolution carried by two-thirds of members present and voting, declare the results of the election to be invalid, and a new election shall be held in accordance with the resolution

14.8. Casual Vacancies

14.8.1. In the event of a casual vacancy arising on the Executive, the Executive may appoint a member to fill the vacancy

14.8.2. A member may only fill a casual vacancy if they are eligible to be elected to the position for which the vacancy has arisen.