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# Wenona Swim Club By-Laws

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## Table of Contents

1. Wenona Swim Club.....	2
2. Objects of the Club.....	2
3. Status of By-laws.....	3
4. Membership .....	3
5. Liabilities of Members.....	5
6. Management by Committee .....	5
7. Office Bearers.....	7
8. General Meetings .....	7
9. Special Resolutions .....	8
10. Subscriptions and Fees .....	9
11. Financial Management .....	9
12. Safe Sport Framework.....	10
13. Laws and Rules Governing the Club .....	10
14. Discipline.....	11
15. Forfeit of Fees and Prizes Following Disqualification .....	12
16. Appeals .....	12
17. Championships and other Swim Meets .....	13
18. Championship Conditions of Entry .....	13
19. Championship Entry Form, Age Determination.....	13
20. Emergency Powers .....	14
21. Winding Up of The Club .....	14
22. Grievance Procedures.....	14
23. Related Documentation.....	14

## 1. Wenona Swim Club

- 1.1. The Wenona Swim Club, (the “**Club**”) is established to operate under the auspices of Wenona School Limited, (the “**School**”) on its premises at North Sydney. The Club makes use of the designation ‘Wenona’ within its name only with the consent and ongoing approval of the Principal of Wenona (the “**Principal**”). Nothing in these By-Laws evidences or gives rise to any trust (express or implied), joint venture, partnership or employment relationship.
- 1.2. The use of the School facilities by the Club is subject to all requirements of the School in connection with the use of the facilities.
- 1.3. The Club and all members of the Club and their invitees and agents, when entering upon the School grounds, or making use of the School facilities, shall be subject to the direction of the Principal and the staff of the School, and abide with all School’s policies related to the involvement in the Club’s activities.
- 1.4. The Club shall not make use of the designation “Wenona Swim Club” in any promotion or other activity of the Club without the prior consent of the Principal, or her delegate.
- 1.5. The Club shall comply with all policies and practices required of it by the Principal, or her delegate on the Club Committee.
- 1.6. The Club colours are navy and white.

## 2. Objects of the Club

- 2.1. The Objects of the Club are:
  - (a) to foster a love and enjoyment of swimming and water sports;
  - (b) to conduct, encourage, promote, advance and administer swimming activities and water sports;
  - (c) to promote the self-improvement of swimmers at all levels, from beginner to elite;
  - (d) to promote the physical health, mental health, and the safety of all members;
  - (e) to promote, teach and encourage sportsmanship;
  - (f) to promote engagement in a swimming community by promoting and advancing the operations and activities of the Club in the wider community;
  - (g) to collect, distribute and publish information related to swimming and water sports;
  - (h) to undertake and/or do such things as are necessary and incidental to maintain and enhance the Club, its standards, quality and reputation;
  - (i) to undertake to attain the objects of the Club; and
  - (j) to affiliate with and remain affiliated with:
    - i. Swimming New South Wales Limited (**SNSW**) or any organisation which may replace or succeed it. The Club will adopt the SNSW rules of swimming, as provided to them from time to time by Swimming Australia (SA) or International Swimming Federation (**FINA**) as may be necessary for the management and control of swimming and related activities in New South Wales; and
    - ii. other kindred bodies as may be deemed appropriate from time to time by the Committee.

### 3. Status of By-laws

#### 3.1. Power to Make By-Laws

These By-Laws are made by the Club, and are binding on all Members. In the event of a conflict between these By-Laws and the Constitution of Wenona School Limited, the School's Constitution will prevail.

#### 3.2. Definitions and Interpretation

The definitions in the School's Constitution apply to these By-Laws. In addition, the following definitions apply:

**"Competitions"** means and includes:

- (a) any championship organised or conducted by the Club; and
- (b) any championship, competition, series or meeting sponsored by or conducted by or on behalf of the Club.

**"Constitution"** means the Constitution of Wenona School Limited.

**"FINA"** means International Swimming Federation.

**"Market Rate"** has the meaning given to that term in By-Law 10.1(b).

**"SAL"** means Swimming Australia Limited.

**"SNSW"** means Swimming New South Wales.

**"Swimmer"** means an Individual Member who competes at Club or higher level.

**"the Committee"** means the Committee managing the Club.

**"the Club"** means Wenona School Ltd Swim Club.

**"the School"** means Wenona School Limited.

**"the School Board"** means the Board of Governors of Wenona School Limited.

### 4. Membership

4.1. Subject to these By-Laws, the membership of the Club shall comprise the members of the Club at the date of adoption of these By-Laws together with such other people as the Committee admits to membership.

#### 4.2. Categories of Members

- (a) **Individual Members** are those who are 18 years or over. If individual members are non-swimmers they must have a child who is a swimmer for the Club.
- (b) **Junior Members** are those under 18 years. The School recommends that Junior members have a parent or guardian who is an Individual member of the Club.

4.3. Membership is open to all individuals who accept the Objects and Rules of the Club provided that they are, or propose to be, a swimmer for the Club, or are the parent/guardian of a child who is, or proposes to be, a swimmer for the Club.

4.4. An application for membership must be:

- (a) in writing on the current form prescribed by the Club and lodged with the Club; and
- (b) accompanied by the appropriate fee (if applicable).

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- 4.5.** Discretion to accept or reject an application.
- (a) The Committee may accept or reject an application whether the applicant has complied with the requirements in By-Laws 4.3 and 4.4 or not. The Committee shall not be required or compelled to provide any reason for such acceptance or rejection.
  - (b) Where the Committee accepts an application, the applicant shall become a member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register of Members shall be amended accordingly as soon as practicable.
  - (c) Where the Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Committee.
- 4.6.** Where a member is a competitor in a swimming competition, then that member shall comply with all the provisions relating to eligibility to compete as adopted by SNSW from time to time.
- 4.7.** Members who are not “eligible to compete”, as determined by SNSW, shall be eligible to participate in the activities of the Club other than competitions, but not in any activities of SNSW unless otherwise defined in the constitution of SNSW.
- 4.8.** Subject to By-Law 10.1, all members shall pay such annual fees as determined by the Club.
- 4.9.** A Register of members shall be kept by the Club showing the name, address, other contact details, and date of commencement of membership for each member. Provision for noting the date of cessation of membership shall also be contained in the Register.
- 4.10.** Membership of the Club shall cease upon resignation, expulsion, or failure to pay outstanding membership fees within three months of the due date.
- 4.11.** The Club year and the financial year of the Club shall run from the 1st of January to the 31 of December.
- 4.12.** Membership fees are due on the 1st of October each year and membership shall run until the 30th of September of each year.
- 4.13.** The Committee shall determine the level of fees, in accordance with By-Law 10.1, but no fee shall be levied without the prior approval of the Principal or her delegate.
- 4.14.** The annual registration fees payable to the Club in respect of each Individual Member will consist of a SAL and SNSW component which includes registration and insurance cover, and a Club administration fee as determined by the Committee from time to time.
- 4.15.** The School may refund any fee which, in its opinion, is warranted.
- 4.16.** Subject to confidentiality considerations and privacy laws, the Register may be used to further the Objects of the Club and the School, in such manner as the Committee or the School determines, and otherwise in accordance with the School’s Privacy Policy.
- 4.17.** All members of the Club must abide by the Wenona Codes of Behaviour and Code of Conduct (including Student, Staff and Community Codes) and acknowledge their agreement to do so, in writing. Access to the Codes of Conduct and all other relevant Policy and Procedure documentation will be provided upon receiving membership to the Club.

**4.18.** Members acknowledge and agree that:

- (a) these By-Laws constitute a contract between each of them and the Club, and that they are bound by these By-Laws;
- (b) they shall comply with and observe these By-Laws and any determination, resolution or policy which may be made or passed by the School or other entity with delegated authority;
- (c) by submitting to these By-Laws, they are subject to the jurisdiction of the Club, the Area Association, SNSW and SAL;
- (d) these By-Laws are made in pursuit of a common purpose, namely the mutual and collective benefit of the Club, the Members and the sport of Swimming;
- (e) these By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Swimming;
- (f) they are entitled to all benefits, advantages, privileges and services of Club membership;
- (g) their eligibility to compete may be dependent on membership fees being up to date;
- (h) if their membership ceases they will have no claim against the Club or the School for damages or otherwise arising from cessation or termination of membership; and
- (i) a right, privilege or obligation of a Member by reason of their membership of the Club is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

## **5. Liabilities of Members**

- 5.1.** The members of the Club shall have no liability to contribute towards the payment of debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club except to any amount of any unpaid membership fees.
- 5.2.** The School may direct that the Club be wound up by notice in writing from the Principal to the Committee. If such a direction is issued, the Committee shall take such steps as are required to wind up the Club.

## **6. Management by Committee**

- 6.1.** The Club shall have its affairs managed by a committee (the “Committee”). The composition of the Committee consists of the following:
  - (a) the Principal;
  - (b) the Office Bearers; and
  - (c) up to four other members, as determined by the Principal.
- 6.2.** The Office Bearers shall consist of the following Wenona staff members as determined by the Principal, and include:
  - (a) President: the Principal will hold this position (ex officio);
  - (b) Vice President/s:
    - i. a current Wenona staff member, and/or
    - ii. a person approved by the Principal;

- (c) Secretary;
- (d) Registrar;
- (e) Treasurer;
- (f) Race Secretary; and
- (g) Head Coach.

**6.3.** Staff Members of the School holding the following internal roles shall comprise the Club's Committee, unless otherwise decided by the Principal.

Swim Club Role	School Role
President	Principal
Vice President	Deputy Principal (School Operations)
Registrar	Administration Assistant - Aquatics
Secretary	Director of Sport and Performance (K-12)
Treasurer	Business Manager
Race Secretary	Head Coach – Swimming
Head Coach	Head Coach – Swimming

- 6.4.** An Office Bearer may hold multiple positions on the Committee.
- 6.5.** Each member of the Committee, other than the Principal, shall hold office from the date of his or her appointment while employed at the School in the same role, or as otherwise appointed by the Principal.
- 6.6.** The Principal shall hold office as the President unless she appoints a new Representative.
- 6.7.** The Committee shall meet as often as necessary to conduct the business of the Club and not less than once per School term period following any Annual General Meeting.
- 6.8.** The quorum for meetings shall be three Committee members including the Principal or her Representative.
  - (a) The Committee may function validly provided its number is not reduced below the quorum. No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall be dissolved.
- 6.9.** Notice of a Committee meeting shall be given at the previous Committee meeting or by other such means as the Committee may decide.
- 6.10.** A member of the Committee shall cease to hold office upon:
  - (a) resignation from the School;
  - (b) resignation in writing;
  - (c) reassignment of their role at the School;
  - (d) removal as a member of the Club;
  - (e) absence from three successive Committee meetings without providing reasonable justification for those absences to the satisfaction of the Committee, or
  - (f) reorganisation of the Committee at the Principal's discretion.

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## 7. Office Bearers

- 7.1. The President, or in the absence of the President, a person elected by the Committee, or nominated by the Principal shall act as Chair at each general Committee meeting of the Club.
- 7.2. If the President is absent from a meeting or unwilling to act as Chair, or has not nominated a Representative, the members present at the meeting shall elect one of their number to act as Chair.
- 7.3. The Secretary shall keep, or cause to be kept, the records of the business of the Club including the rules, and minutes of all Committee meetings, and a file of correspondence. These records shall be available for inspection by the School and its auditors, and shall be held in the custody of the Secretary, and saved on the School's Intranet in a secure folder.
- 7.4. The Registrar shall keep, or cause to be kept, the Register of members of the Club which shall be available for inspection by the School and its auditors, and shall be held in the custody of the Registrar, and saved on the School's Intranet in a secure folder.
- 7.5. The Treasurer shall ensure that all monies received by the Club are paid into an account as advised by the Business Manager. Payments shall be made in line with the School's Accounts Payable procedures. Major or unusual expenditures shall be authorised in advance by the Committee, in line with the School's payment approval processes.
- 7.6. The Treasurer shall ensure that correct books and accounts are kept showing the audited financial affairs of the Club and evidence of the Market Rate. These records shall be available for inspection by any member and by any nominee of the Principal, and shall be held in the custody of the Treasurer, and saved on the School's Intranet in a secure folder.
- 7.7. The Race Secretary shall ensure that all members are informed of the dates, times, venues and any specific requirements for all upcoming swim Meets.

## 8. General Meetings

- 8.1. The Club's Committee shall convene the Annual General Meeting (**AGM**) in each year and within four months of the expiration of each financial year of the Club.
- 8.2. At least 30 days' notice of the date, time and place of a general meeting shall be given to those members entitled to receive notice by such means as may be determined by the Committee.
- 8.3. At least 14 days' notice of the business to be transacted at a general meeting shall be given to those members entitled to receive notice, together with the agenda for the meeting.
- 8.4. No business other than that specified in the notice convening a general meeting shall be transacted at the meeting. In the case of the AGM the following business shall be transacted whether specified or not:
  - (a) confirmation of the minutes of the last AGM and any recent Committee meeting;
  - (b) receipt of the Committees report upon the activities of the Club in the last financial year;
  - (c) confirmation of Office Bearers and up to four other members of the Committee;
  - (d) receipt and consideration of a statement from the Committee which is not misleading and gives a true and fair view of the last Club financial year, including:

- i. income and expenditure;
  - ii. assets and liabilities;
  - iii. mortgages, charges and securities;
- (e) receipt of audited financial statements; and
- (f) any special business required to be transacted.

**8.5.** If within an hour of the appointed time for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members shall be dissolved, and in any other case shall stand adjourned to the same day in the following week at the same time and, unless another place is specified at the time of adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned, at the same place.

**8.6.** If at the adjourned meeting a quorum (minimum three (3) members) is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved.

## 9. Special Resolutions

**9.1.** Subject to By-Law 9.3, a Special Resolution may be passed by a general meeting of the Club's Committee to effect the following:

- (a) to change the name of the Club;
- (b) to change the By-Laws of the Club;
- (c) to change the Objects of the Club;
- (d) to change the structure of the Club (eg. to a separate Incorporated Entity);
- (e) to amalgamate with another swimming club; or
- (f) to voluntarily wind up the Club and distribute the property of the Club.

**9.2.** A Special Resolution shall be passed in the following manner:

- (a) A Notice from the Secretary must be sent to all members advising that a general meeting is to be held to consider a Special Resolution.
- (b) The Notice must give details of the proposed special resolution and give at least 30 days' notice of the meeting.
- (c) A quorum must be present at the meeting.
- (d) At least three quarters majority of those present, eligible and voting must vote in favour of the Special Resolution.

**9.3.** A Special Resolution to change the name of the Club, By-Laws or Objects shall be of no effect until such time as it has been approved by:

- (a) the Principal; and
- (b) SNSW.

**9.4.** A Special Resolution to change the structure of the Club, amalgamate with another swimming club or voluntarily wind up the Club and distribute the property of the Club shall be of no effect unless and until it has been approved by the Principal.



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## 10. Subscriptions and Fees

### 10.1. Fees payable by Members

- (a) The Committee must determine from time to time:
  - i. the amount payable by an applicant for membership;
  - ii. the amount of the annual membership fee payable by each Member, or any category of Members;
  - iii. any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature, and
  - iv. the payment method and due date for payment.
- (b) In determining the amounts payable under By-Law 10.1, the Committee must have regard to the amount payable for membership of comparable swim clubs (both for school and community use) (**Market Rate**) and any amount determined to be payable must not be less than the Market Rate from time to time.
- (c) The Committee must:
  - i. make a determination of the current Market Rate at least once per annum; and
  - ii. keep all necessary records to demonstrate compliance with By-Law 10.1(c)(i).
- (d) Each Member must pay the amounts determined by the Club by the due date.

### 10.2. Non-Payment of Fees

- (a) Where a Member is in arrears for any amount, the Committee/Principal may enter an arrangement with the Member for the payment of the amount.

## 11. Financial Management

- 11.1. The funds of the Club shall be derived from the fees of members, donations, grants, fundraising activities, and other such sources as approved by the Club and the Principal.
- 11.2. The Committee shall be responsible for the management of all funds of the Club. The Committee shall ensure that there is proper accounting of the receipt of all funds and the management of these funds. Funds may only be expended for the proper purposes in connection with the operation and activities of the Club.
- 11.3. The Committee shall ensure that the Club complies with all requirements of the School in respect of the management and banking of funds.
- 11.4. The Committee shall arrange for regular financial reports to be tabled at each meeting of the Committee. The reports shall comply with such form and substance requirements as may be specified from time to time by the Principal and/or the Business Manager.
- 11.5. The Club's financial year financial accounts will be managed by the School's Business Office.
- 11.6. The Club shall effect and maintain insurance as required by law together with any other insurance regarded as necessary or desirable by the Business Manager, the Committee, and/or the Principal.

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## 12. Safe Sport Framework

- (a) In addition to the School's Policies, Procedures and Guidelines, the Club has adopted the Safe Sport Framework, as amended from time to time, as a By-Law which is binding on the Club and all Members.
- (b) The Safe Sport Framework:
  - i. specifically commits to keeping children and young people safe in swimming
  - ii. clarifies and raises the standards of behaviour for dealing with Children and Young People through a "Code of Conduct for dealing with Children and Young People"
  - iii. includes a General Code of Conduct
  - iv. provides processes and procedures when safe sport concerns or incidents arise
  - v. requires rigorous recruitment and screening procedures, as well as reporting by all organisations in swimming, and
  - vi. provides guidance, advice, tips and tools to assist us to keep each other and our sport safe.
- (c) Members are bound to comply with the Safe Sport Framework and the School's Policies, Procedures and Guidelines. Accordingly, all complaints or disputes under the Safe Sport Framework will be dealt with in accordance with the processes set out under the Safe Sport Framework. Members agree to submit unreservedly to the jurisdiction, disciplinary procedures, penalties and the appeal mechanisms set out in the Safe Sport Framework.
- (d) By-Law 14 outlines the process for matters not being dealt with under the Safe Sport Framework.

## 13. Laws and Rules Governing the Club

- 13.1.** The Committee may formulate, issue, adopt and amend any Rules as may be necessary for the purposes of attaining the Objects of the Club.
- 13.2.** A Rule made pursuant to this By-Law 13.1 shall not be inconsistent with these By-Laws nor inconsistent with any rules adopted or recognised by NSW.
- 13.3.** All Rules are binding on the Club and all members.
- 13.4.** A Rule shall not be effective unless and until it is approved by the Principal.
- 13.5.** Amendments, alterations, interpretations or other changes to Rules shall be advised to members by means of bulletins approved by the Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.
- 13.6.** The technical laws of FINA as set out in the handbook of FINA with regard to swimming shall (where practicable) be applicable and binding on all competitions held in the Club.

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## 14. Discipline

- 14.1.** Where the Committee is advised of an allegation that involves a breach of the Code of Conduct:
- (a) the Committee will establish a Disciplinary Committee to convene to hear the matter and determine what action, if any, to take against that member. Membership of a Disciplinary Committee must include the Principal's Representative; however, no Committee member may be on the Disciplinary Committee if they have an apparent conflict of interest in the matter. The Principal will delegate a Principal's Representative in a case of conflict of interest;
  - (b) upon establishing a Disciplinary Committee, the Committee may by resolution, provisionally suspend the member subject to the disciplinary hearing until such time as the Disciplinary Committee makes a finding;
  - (c) the Disciplinary Committee shall ensure that the principles of natural justice are followed in the disciplinary hearing by:
    - i. setting out in writing the alleged breach of the member and the grounds on which it is based;
    - ii. stating that the member may address the Disciplinary Committee at the disciplinary hearing;
    - iii. stating the date, time and place for the disciplinary hearing with a minimum 14 days' notice;
    - iv. informing the member that she, or he, may do one or more of the following:
      - attend the disciplinary hearing; and
      - give the disciplinary committee prior to, or at the meeting, a written statement regarding the alleged breach,
    - v. ensuring that the member has an opportunity to be heard and to call witnesses; and
    - vi. ensuring that due consideration is given to any written statement submitted by the member or a witness.
  - (d) the Committee shall require the Disciplinary Committee to determine if there has been a breach of the Code of Conduct and will determine the penalty (if any) that shall be given to the member, and give notice of this to the full Committee. The penalties able to be given to the member by the Disciplinary Committee include:
    - i. expulsion from the Club; or
    - ii. suspension from the Club for a certain period of time; or
    - iii. impose such a penalty, action or educative process as the Disciplinary Committee sees fit which shall include, but is not limited to, removing the member from any office they may hold in the Club.
  - (e) The Committee shall advise the Principal and SNSW of the action taken in disciplining a member involving expulsion or suspension.

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## 15. Forfeit of Fees and Prizes Following Disqualification

- 15.1.** Where a Swimmer is disqualified or suspended in respect of an event, all fees paid, and prizes won by such Swimmer shall be forfeited. The Committee will have full power to confiscate any prize and redistribute, or deal with the matter at its discretion.

## 16. Appeals

- 16.1.** Subject to By-Law 14.1, an Appeals Tribunal may be appointed by the Principal to hear and adjudicate on any Appeal lodged by a Member against the decision of the Disciplinary Committee.

- 16.2.** An Appeal may only be lodged:

- (a) by a party directly affected by a decision; and
- (b) on the grounds that new information or evidence can be presented that was not available at the time of the original decision being appealed against.

**16.3. Appeals Tribunal**

- (a) The Committee will appoint an Appeals Tribunal to determine an appeal lodged in accordance with the provisions of By-Law 16.2. The composition of an Appeals Tribunal shall be:
  - i. an individual with legal training or experience in dispute resolution; or
  - ii. a panel of two (2) or three (3) persons deemed suitable by the Committee including a Chairperson with legal training or experience in dispute resolution.
- (b) No member of the Appeals Tribunal pursuant to By-Laws 16.3(a)(i) and 16.3(a)(ii) may have been a party to or directly interested in the decision under Appeal or the original matter brought for determination.

**16.4. Appeals Process**

- (a) A request for an Appeal against a decision of the disciplinary committee must be forwarded to the Committee in writing within five (5) days of the relevant party being given notice of the disciplinary committee decision.
- (b) The lodgement of the Appeal may be accompanied by the payment of an Appeal Fee as determined by the Committee from time to time. The Fee may be waived at the Committee's discretion, and shall be fully refundable if the Appeal is successful.
- (c) The Committee shall determine whether the Appeal falls within the grounds for Appeal. If satisfied, an Appeals Tribunal will be appointed as soon as practicable after formal lodgement of the Appeal.
- (d) The Appeals Tribunal will schedule a date and venue for a hearing as soon as possible and circumstances permitting, no later than 30 days after formal lodgement of the Appeal.
- (e) If, as the circumstances may be, all parties are unable to be present at an Appeal Hearing, they may participate by teleconference or other medium as determined appropriate at the discretion of the Appeals Tribunal.

- (f) The parties will be advised of the grounds for Appeal and invited to lodge written submissions which must be received by the Appeals Tribunal no later than two (2) business days prior to the scheduled Appeal hearing.
- (g) The Appeals Tribunal will consider the Appeal in accordance with the principles of natural justice as broadly outlined in By-Law 14.1 (c).
- (h) The Appeals Tribunal may adjourn a hearing to obtain further information or evidence.
- (i) At the conclusion of the hearing the Appeals Tribunal shall:
  - i. uphold the Appeal and rescind the original decision; or
  - ii. dismiss the Appeal; or
  - iii. dismiss the Appeal and review the penalty within the provisions of By-Laws 14.1(d) and 14.1 (e).
- (j) The decision of the Appeals Tribunal shall be final and binding on the parties.
- (k) The Appeals Tribunal must forward to the Committee a written report outlining their determination of the matter.

## 17. Championships and other Swim Meets

- 17.1. The Committee shall determine the order of events and the duration of any Championships and such other Swim Meets (“the **Meet**”) as it determines from time to time, giving as much notice as possible to Members. The Committee shall also determine annually the format for the conduct of any Championships or other Swim Meet for the ensuing year, PROVIDED THAT, the format so determined, shall be advertised at the time of calling entries for the Meet.

## 18. Championship Conditions of Entry

- 18.1. The Committee may approve qualifying times (if any) for entry to championship events and other conditions of entry as appropriate to the Meet.
- 18.2. All entrants in the Club Championship shall abide by and be subject to these By-Laws and the NSW general rules, swimming rules, By-Laws, policies, and published procedures as applicable.

## 19. Championship Entry Form, Age Determination

- 19.1. The Club Championship entry and age determination shall require:
  - (a) an entry for a Championship event shall be made at the direction of the Committee either electronically or on the official Club form or card provided which shall include the entrant’s best time for the distance, in accordance with the conditions of entry, showing the meet and date when the time was established, being equal to or better than the qualifying time approved for this event (if any), current registration number, and in the case of an age event, date of birth, and
  - (b) an entrant in an Age Championship shall be of the specific age on the first day of the Meet series and if the Committee so desires, shall produce a Certificate of Registration of Birth or other satisfactory evidence of date of birth signed by the parent or guardian of the entrant.

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## 20. Emergency Powers

- 20.1. Under special circumstances the Committee may cancel or suspend all or any Championships as set out in By-Law 17.

## 21. Winding Up of The Club

- 21.1. In the event of the winding up of the Club there remains after the satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members of the Club. Any such property shall be transferred to the School to be used in connection with the promotion of swimming at the School.

## 22. Grievance Procedures

- 22.1. The School's Grievance Procedures include Grievance Procedures for Parents, Students and the Public, Grievance Procedures for Boarding Students and Parents/Guardians of Boarders, and Grievance Procedures for Staff. Access to these procedures will be provided upon receiving membership to the Club.
- (a) The grievance procedures set out in this rule applies to disputes under these rules between a Member and:
    - i. another Member; or
    - ii. the Club.
  - (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
  - (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute to the Community Justice Centres New South Wales (or such other similar body in circumstances where Community Justice Centres New South Wales is no longer in existence) for resolution.
- 22.2. The Committee may prescribe additional grievance procedures in these By-Laws, including requesting SNSW to set up an independent tribunal to be used by the Club and its members to resolve a dispute.

## 23. Related Documentation

Please also refer to the following documentation: *Disclosure and Notification Policy (109)*, *Privacy Policy (110)*, *Grievance Procedures for Staff (112)*, *Grievance Procedures for Parents, Students and the Public (113)*, *Grievance Procedures for Boarding Students and Parents/Guardians of Boarders (113.1)*, *Discrimination Harassment Bullying Statement (115)*, *Staff Code of Conduct (200)*, *Community Code of Conduct (200.1)*, *Social Media Policy (206)*, *Child Protection and Mandatory Reporting Policy (301)*, *Student Code of Behaviour (350)*, *Anti-Bullying Policy (353)*, *Drug and Alcohol Policy (355)*, *Work Health and Safety Policy (530)*, *Safe Sport Framework Parts 1 to 4*.

Please also refer to the Swim Australia and Swimming NSW websites for more information on their policies and procedures.