

## Arc Clubs Affiliation Agreement

The Club agrees to the following requirements of Arc affiliated Clubs:

- To adhere to Arc's membership requirements that all executive members must be Arc members.
- To have a Constitution that complies with Arc's minimum requirements.
- To attend all Clubs Briefings and read all official Arc emails.
- To submit membership lists for auditing when requested.
- To display the Arc Clubs logo on all Club publicity material and publications, including the Club's own website (if the Club has a website).
- To update Arc on any changes to the Club Executive .
- To not cover or remove official in-date Arc promotional or information material.
- To allow Arc representatives access as an observer to all AGMs, EGMs.
- To keep financial accounts up-to-date and open for inspection by Arc for spot audits (2 weeks notice will be given).
- To abide by any reasonable requests and/or recommendations by Arc related to a complaint regarding the Club.
- To comply with any reasonable requests and directions made by Arc that are necessary to ensure compliance with the Club Procedures and/or for the proper governance of the Club.
- To allow Arc the right to monitor any Club activity for insurance purposes.
- To allow Arc the right to use images of your Club (including but not exclusive to photos posted on Facebook and submitted in grant applications) in its marketing and publications.
- That the Club's Membership fees will meet Arc's requirements as set out in (see page 3 of this agreement).
- That the Club will comply with Work Health & Safety Requirements (see page 2 of this agreement).

The individual agrees

- that they have read and understand the Arc Clubs Alcohol Policy, will ensure that the Club abides at all its events, and acknowledge that breaches of the policy may result in Arc suspending the Club's affiliation or disaffiliation (this would mean that the Club temporarily or permanently loses Arc's support).
- that they have read and understand Arc's Club incident reporting requirements, and acknowledge that breaches of the policy may result in Arc suspending the Club's affiliation or disaffiliation (this would mean that the Club temporarily or permanently loses Arc's support).
- that they have read and understand Arc's insurance coverage in relation to Club activities, including its limitations (see page 3 of this agreement).
- that they have read and understand Arc's advice to Clubs regarding incorporation (see page 3 of this agreement).
- that they are aware that the information they collect about individual members is confidential and cannot be given or sold to any other person without the written permission of the individual member(s).
- that they will attend or complete any mandatory training as required by Arc.
- that they will notify Arc by email if they decide to resign from their Executive position.
- that Arc may disclose to the current Executive, in limited circumstances, any formal adverse findings by Arc against them which may render them unsuitable for holding an Executive position.

## Work Health & Safety (WHS) Requirements

Arc @ UNSW Limited (“Arc”) affiliated Clubs are required to comply with Work Health and Safety legislation. Club Executives are required to ensure that they exercise their WHS duties and responsibilities in ensuring that all Club events or activities are conducted in a way that complies with WHS legislation. Compliance is mandatory, and if breaches occur this may result in the Club becoming disaffiliated.

Responsibilities of an Executive member of an Arc affiliated Club include, but are not limited to:

- Taking reasonable care for their own Health & Safety.
- Taking reasonable care for the Health & Safety of others.
- Not willfully placing at risk the health, safety or wellbeing of others or misusing safety equipment.
- Participating in discussion and consultation on the management of WHS risks that may affect them and/or their Club members.
- Developing a Work Health & Safety Policy; planning and conducting the Club and all its events and activities in a fashion which is in line with said procedure.
  - The WHS Policy should form part of a larger Risk Management Policy & Procedure of the Club.
  - Clubs should consider their personal responsibility for Work Health & Safety (WHS), when developing their Work Health & Safety Policy.
  - Clubs can refer to Arc’s WHS Policy & Arc’s Work Health and Safety Management System (WHSMS) when developing their own Work Health & Safety Policy and Risk Management Policy & Procedure.
- Engaging in safe work practices (if applicable) whilst on any Arc premises, taking reasonable care for their own health and safety and that of other who may be affected by their acts or omissions.
- Cooperating with Arc and/or UNSW to ensure the compliance with WHS legislation, including cooperating with Arc and/or UNSW WHS policies and procedures when conducting events involving Arc or UNSW facilities.
- Seeking WHS information or advice from Arc where necessary, particularly before carrying out new or unfamiliar work or for the purpose of Club events or activities.
- Ensuring that executive members participate in WHS education and training as provided by Arc where possible.
- Wearing appropriate clothing, footwear and protective for all work being done and properly use relevant safety devices while on Arc premises or when participating in Arc-run events and activities.
- Ensuring whilst on any Arc premises that they are familiar with Safe Working Procedures that are relevant to the tasks they are undertaking.
- Familiarising themselves with Arc, local and University-wide emergency procedures and cooperate with directions of emergency wardens.

For more information on Arc’s policy and WHS legislation, visit

[http://kb.arc.unsw.edu.au/OHS\\_Information](http://kb.arc.unsw.edu.au/OHS_Information) or contact [WHSConsultation@arc.unsw.edu.au](mailto:WHSConsultation@arc.unsw.edu.au).

## Membership Fee Requirements

Where a Club membership fee is charged, all Clubs must differentiate between the fees charged to Arc members and non-Arc members.

- Arc members must be charged the base membership fee
- Non-Arc members must be charged at least double the base membership fee.
- A Club's associate members may be charged the non-Arc membership fee or a higher amount.

For example if the base, Arc-member fee is \$1, non-Arc members and associate members must be charged at least \$2.

## Insurance

- Arc does not provide any personal accident, property or indemnity insurance cover for Club members.
- It is the responsibility of each Club Executive to manage the risks associated with club-run events, and seek advice where necessary. Clubs are encouraged to use risk waivers where appropriate.
- Club Executives will be personally and legally responsible for any commercial contracts and/or sponsorship agreements entered into on behalf of the Club.
- Limited public liability insurance may be available in relation to third parties claims.

## Incorporation

Clubs may be unincorporated or incorporated. While there is no legal requirement for clubs to incorporate, not doing so may expose Club Executives to personal liability for the debts of the Club. Any Club which frequently enters into large commercial contracts should consider either becoming incorporated under the Associations Incorporation Act 2009 or register as a company under ASIC.

Club Name: \_\_\_\_\_

I, the undersigned, verify that I have read the Arc Clubs Affiliation Agreement and will comply with the requirements set out therein.

*This declaration takes effect from the date of signing the agreement or the start of your term on the Executive (whichever is the later), and is effective for any period before the Club's next AGM (or when the new Executives elected at that AGM officially take their position) where you hold an Executive position within the Club. This includes resigning from your current Executive position/s and holding one or more new Executive positions during this time, or continuing in your current Executive position/s and being elected to one or more additional Executive positions during this time. It does not include any period during this time when you do not hold any Executive Positions within this Club.*

Name: \_\_\_\_\_ Executive Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Executive Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Executive Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Executive Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Executive Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*All members of the executive must sign and submit this form (or a copy of this form) in order for the Club to become or remain affiliated. If the Club has more than five executives, please attach additional copies of this page as required, with their names, executive positions, signatures and date signed.*