This document is correct as of 07/08/2026

Info Sheet: Risk & Compliance

Understanding risk and compliance is essential to keep Arc-affiliated clubs safe, secure, and well-managed.

This info sheet outlines the key information you need to confidently run your society, including managing risk, understanding insurance, handling finances, and accessing legal support.

Contents:

1. Risk and Risk Management

In a general sense, risk is anything that might have a negative impact. Risk management is therefore the process of systematically thinking through possible risks (even if they're unlikely) and ensuring that these risks are minimised (avoided, if possible) and that there are strategies to deal with them if they occur. Risk management also helps protect against legal action against individuals (particularly Club Executives) or the Club as a whole (if the Club is incorporated) should any incidents occur.

The Club Executive are responsible for the safety and wellbeing of those at Club events. This includes the wellbeing of members, other Club Executives, and bystanders that are involved in running the event, as well as the event attendees. As an Arc-affiliated club operated by and for UNSW students, your society is required to comply with UNSW's Risk and Compliance Policy. You can find the full policy on UNSW's website: [UNSW Risk and Compliance Policy]

Risk Management Considerations

Potential Risks	Ways to Manage Risks
Injury during Club event set up	• Providing breaks and ensuring that tasks are allocated appropriately • Instruction provided to team members on safe moving and lifting during event set up • Making sure everyone is aware of safety precautions
Injury while handing out food at a Club event	• Understanding and eliminating cut, burn & scold hazards • Basic food handling knowledge for safe preparation and storage • Eliminating or managing hazards associated with allergens & cross contamination
Member/attendee injury at Club event	• Making attendees aware of potential risks associated with participating in an activity beforehand • Ensuring members are following expectations in the UNSW Code of Conduct and Values • Managing high contact and physical activities for slip, trip, fall & crash injuries

Risk Assessments

Clubs must do a risk assessment before every event or activity. This is a procedure that requires you consider all the possible risks and take the necessary steps to reduce or avoid them altogether. The actions stipulated in a risk assessment should be taken to minimise the potential consequences of those risks.

You can reuse existing risk assessment documents but make sure that the person looking after the event (and others in the team, if relevant) have read the documents and have taken all the precautions specified within it. Make sure to keep an ongoing record of risk assessment documents and the events they have been used for, in case they are needed by your Club, Arc or UNSW.

> ▶ *As outlined in the Arc Affiliation Agreement, all executives agree to UNSW's Health and Safety Policy requirements, which includes completing and adhering to a risk assessment for all events and activities.*

Risk Assessment Considerations

Aspects of the Event	Things to Consider
Nature of the event	Is it a recreational activity where members could get hurt? If yes, make sure you use a waiver! You can use the Clubs Event Waiver Template
The venue space	Is it indoor/outdoor? Is it accessible to all Club members?
Available facilities	Do you need to have St Johns Ambulance on site and/or hire professional equipment that complies with safety standards?
Attendee's belongings	Are members going to be separated from their personal belongings? Are there lockers or storage facilities available?

Available security	Do you need security guards (to protect belongings as well as people)?
Travel	How are attendees getting to and from the venue?
Alcohol at events	Make sure you comply with the Arc Clubs Alcohol Policy when the event is not held in a licensed venue.
Events where individuals under 18 may be present	Do all executive and individual with leadership responsibilities have a current Working with Children's Check?
Overnight events	Are you considering holding a road trip/overnight event? Have you registered your event in the Arc Overnight Events Portal? Have you reviewed all of the relevant information provided by Arc regarding overnight events?
First Aid	Are facilities available for first aid? Is anyone assisting with the event trained in First Aid?
Psychosocial considerations	How are you eliminating bullying, assault, harassment & discrimination at your events? Are there proactive measures to eliminate these psychosocial hazards?

It is important that you follow the procedures that you have prepared in your risk assessment in case of an incident.

After the fact, if it is a reportable incident, report it to Arc through the Arc Club's Incident Report Portal.

More information on reporting incidents can be found in Info Sheet: Navigating Grievances & Incidents.

2. Work, Health and Safety (WHS)

WHS stands for Work Health and Safety. The Work Health and Safety Act is designed to protect people in the workplace by providing uniform safety practices across Australia based on international standards of best safety practices. These standards apply to all Peoples' Conducting Business & Undertakings (PCBUs). As not-for-profit organisations, all Clubs are considered PCBUs.

There are plenty of resources available if you are wanting to learn more about safe work processes, including Safe Work Australia and SafeWork NSW.

Executive's Responsibilities

Your club has an obligation to run in a safe and inclusive manner and hold events that are safe for yourselves and the public. Work health and safety in Club environments encapsulates the physical safety of your members at events and activities, and the psychosocial safety of your members by eliminating any cultures of bullying, harassment, gender violence and discrimination.

When becoming a Club Executive, you agree to Arc's Affiliation Agreement, which stipulates the WHS requirements that are expected of all Clubs and their Executives.

The relevant section from the Affiliation Agreement has been outlined below:

- *Clubs must conduct all events and activities in compliance with relevant WHS legislation. Breaches may lead to disaffiliation. Executives must:*
    - *Take reasonable care for their own Health & Safety and that of others, including engaging in safe work practices and managing psychosocial risks.*
    - *Complete a risk assessment before every event or activity.*
    - *Adhere to the risk assessment during all events and activities.*
    - *Participate in consultations on WHS risk management.*
    - *Cooperate with Arc and/or UNSW WHS policies and procedures, especially when using their facilities, including following relevant emergency procedures.*

Additional responsibilities of an Executive member include, but are not limited to:

- Taking reasonable care to not endanger your own or other people's health and safety in the course of Club-related activities and events. Reasonable care

describes the standard of care that must be met. It means doing what a reasonable person would do under the circumstances. This includes:
  - Not wilfully placing at risk the health, safety and wellbeing of others or misuse of safety equipment;
  - Engaging in safe work practices, where applicable to ensure your own health and safety, and that of others who may be affected by your acts or omissions; and
  - Identifying, assessing, controlling and reviewing risks.
- 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.
- Participating in discussion and consultation on the management of WHS risks that may affect them and/or their Club members.
- Ensuring that Executive members participate in WHS education and training as provided by Arc where possible.

This also requires that when conducting events, activities or meetings on their premises, Clubs follow all of Arc and UNSW's Workplace and Safety Management Systems ("WHSMS"), as well as ensure that all your members do the same. This includes, but is not limited to:

- Cooperating with Arc and UNSW's Health and Safety Policy.
- Familiarising yourself with Arc, local and University-wide emergency procedures and cooperate with directions from emergency wardens.
- Engaging in safe work practices (if applicable) whilst on any Arc premises, taking reasonable care for your own health and safety and that of other who may be affected by their acts or omissions.
- When undertaking tasks using Arc's resources (guillotines, sticker machine, BBQs, etc.), familiarising yourself with and following the relevant Safe Working Procedures.
- Planning and conducting events in a fashion which is in line with UNSW and/or Arc's Risk Management Policy and Procedures.
- Complying with any and all venue terms and conditions.
- Any electrical equipment that includes power cords, plugs (etc.) used at events must undergo tagging and testing inspections to ensure safety (this also applies to equipment that is stored on Arc or UNSW premises).
- It is the expectation that Clubs Executives will inform their members of relevant safety procedures & protocols, including Safe Working Procedures and Emergency

Evacuation Procedures relevant to tasks undertaken on Arc or UNSW premises, as well as taking reasonable steps to ensure adhere to these procedures.
- Wear appropriate clothing, footwear and protective equipment for the work being done and properly use relevant safety devices.

Your Club's Risk Management & WHS Policy

Clubs are encouraged to develop a Work Health & Safety Policy, as part of a larger Risk Management Policy and Procedure of the Club. This policy should define how Club events and correspondence should be conducted to manage physical and psychosocial risks. It is the responsibility of the Executive to inform their members of this policy, and the expectation that members will exercise reasonable care to adhere to the procedure accordingly.

Executives may look at the following for inspiration on how to structure their own policies.

- UNSW Health and Safety Policy
- UNSW Risk Management Procedure

Working with Children Check (WWCC)

Under the National Higher Education Code to Prevent And Respond to Gender-Based Violence, Arc requires that all affiliated clubs ensure that any member (executive, directors, sub-committee, camp leaders, trainers or coaches, or any other person engaged in a leadership position) engaged in "child related work" (as defined in the Child Protection (Working with Children) Act 2012 (NSW) holds a valid WWCC clearance, with ongoing assessments for compliance.

It is impossible to determine that every event your Club is present at (including Arc events like O-Week) will exclude people under the age of 18. Likewise, you cannot exclude an individual from your Club or Club events due to their age. WWCC clearance is required for youth-facing programs, camps, mentoring, tutoring, and community engagement activities involving minors (involving direct, regular contact with children under 18).

Examples of this include, but are not limited to:

- Overnight events, including camps, overnight competitions, and internal team building events.
- Overseas, interstate or regional activities or events.

- Any outreach programs or competitions that target, or includes, primary or secondary school students.
- Any conventions, showcases or workshops that involve those who are under 18.
- Anyone that holds a leadership position within a residential college or housing.
- People that run and moderate online gaming or social platforms that may include people that are under 18 years of age.

If you are working in a leadership capacity for an Arc-affiliated Club, you are eligible for a volunteer Working with Children Check, which does not incur any fees to apply. You can apply for a WWCC through Service NSW.

> ▶ *Any questions regarding obtaining your WWCC should be directed to Service NSW, as they manage the application process.*

The Arc Clubs team may do spot checks of executive's WWCC – if it is found your executive does not have a WWCC/is not in the process of obtaining one, you may lose your status as an executive, and your society may lose their affiliation status with Arc until this is resolved.

Tagging & Testing

Any electrical equipment that is used at a Club event on campus or that is stored in an Arc or UNSW facility needs to be tagged and tested before the event or before storage (whichever is relevant). At no point can any equipment that has not been tagged and tested or has not passed the test be used by a Club.

In general, this testing must be completed every 12 months (if your items have been tested before, check the tag for the expiry date). In the result of a failed test, the equipment will require appropriate repair or replacement and cannot be used for any Arc associated events or activities (e.g. O-Week), including storage or use for Club events on Arc or UNSW premises.

There is a tagging and testing opportunity before Arc Clubs major events - for any tagging and testing needs not for a major Arc event, please contact Clubs staff to find out the next scheduled tagging session. Clubs can also have their equipment tagged and tested externally by a licensed provider. *P*lease be aware that this may incur costs.

3. Insurance

Insurance is something you buy to protect against financial loss. By paying an ongoing fee ("premium") to another party ("Insurer") you agree that should a particular risk happen, the Insurer will cover the costs of that risk. If nothing happens, the Insurer keeps the fee. Insurance policies are usually quite specific and the type of insurance you get will depend on the type of risk you need protection from.

An aspect of risk management includes obtaining Insurance if necessary. Insurance may be required for your club event depending on the space you are hiring, or the risks associated with your event activities. The risk of liability increases with the level of negligence involved (was the risk foreseeable and was enough done to prevent the risk being realised?) so it is important that a risk assessment is done for every Club event and potential hazards are minimised.

A "risk" is more than just someone falling over. Clubs may be exposed to claims for negligence, theft of property, fraud, bad professional decisions, discrimination and harassment and copyright infringement.

The main risk to Club Executives is that someone will sue them for an injury or loss (but your Club's risk assessment process will identify the specific risks the Club is exposed to). Clubs who organise regular events off campus where the likelihood of someone getting hurt is high, should give it serious thought.

However, if your events are well planned and you take all necessary precautions (like completing a detailed risk assessment so that facilities, equipment, and environment are safe) to make sure that risks are minimised, it might not be an expense that your Club needs to spend.

Types of Insurance

1. Public liability insurance (to protect members of the public from negligent acts of the Club).
2. Directors and officer's liability insurance (to protect against wrongful acts of the Executives e.g. a breach of a professional/statutory duty or fraud).
3. Personal accident insurance (to protect Club members against the financial costs of accidents and injuries).
4. Property insurance (to protect against theft or loss of Club property).

Incorporated vs. Unincorporated Clubs

Most Clubs are unincorporated. This means that the Club has no separate legal identity; it's just a group of people with similar interests working together. So Executive members of Clubs that aren't incorporated can be personally sued in the case of an accident occurring at a Club event. Liability is fault-based so a person would need to establish that the Club was at fault (negligent) and is responsible for the injury.

If your Club is unincorporated, insurance can only be purchased individually (rather than on behalf of the Club) and the types of policies available are more limited.

If your Club decides to incorporate, you should be aware that incorporation doesn't come with automatic insurance protection, so you'll need to decide if it is worth purchasing insurance. Clubs don't have to have insurance to be incorporated but it may be a good idea to investigate what policies may be appropriate to your Clubs activities.

Members of the Club can be personally sued if they are negligent (e.g. in providing a particular Club event) and that negligence results in injury to another person. Negligence isn't the same as an accident – some accidents just can't be avoided. Negligence involves acting without reasonable care and skill.

The best way to avoid this is to make sure that Club members are diligent in assessing and minimising obvious risks so that there is no negligence. Clubs can also take extra steps to limit the legal exposure of Executives by becoming incorporated.

> ▶ *However, there are additional reporting requirements involved in being an incorporated entity. Details of these requirements have been outlined below in section 4. Clubs and Taxes.*

Arc's Public Liability Insurance

Arc can provide Public Liability Insurance (PLI) to Arc-affiliated Clubs for some event types. PL Insurance is designed to cover personal injury or property damage that a third party (member of the public) claims to have suffered as a result of your event. It does not cover members of your Club, persons participating in or, assisting to organise your event.

The insurance is intended solely for venue hire and equipment damage caused by the Club; it will not cover incidents where the Club is not liable, such as fire, storm, transit, theft, or similar causes and does not extend to travel to and from the venue. Damages caused by non-Club members or any intentional acts, including alcohol-related events, are also excluded.

This insurance will not cover events involving alcohol, adventure and high-risk sporting activities, motor vehicle activities, cruises or similar (this is not an exhaustive list). There may also be other events, including dance and theatrical shows, which may be excluded after a review of your insurance request.

> ▶ *Nothing contained in this information should be taken as advice not to purchase separate insurance for your Club nor replace your own enquiries about whether Arc's PL is suitable for your Club's particular needs.*

Arc's Public Liability Insurance Considerations

Apply on Rubric

You can apply for PLI through Rubric. However, submitting the information via the Rubric form does not guarantee your event will be covered by Arc's PLI. Arc will consult with its insurers (as required) and respond to your request as soon as possible.

Application Timeline

You must apply for PLI at least four weeks prior to your event, with significantly more time (additional four to eight weeks) recommended for more complex or 'higher risk' events.

However, please do not apply more than eight weeks before your event. Early applications (at least 2 months before your event date) will be denied, and you will need to apply again.

We also cannot approve PLI requests for the first two weeks of November, as Arc's insurance certificate is renewed annually during that period. Clubs holding events during early November that may require PLI, should take this into consideration.

The timelines laid out above is to provide time for a determination on insurance coverage to be made by Arc & its insurers (as required) and if necessary, time for Clubs to organise their own coverage if Arc refuses PL insurance coverage for the event.

Application Outcome

Arc has the right to refuse PL insurance coverage for your event.

Arc will only accept a claim if the Club has given Arc prior notice of the event, and you have received an email confirmation from Arc stating your event will be covered by Arc's PLI before making the claim.

You must request approval before giving a copy of Arc's PL Certificate of Currency (COC) to any third party. This request must be made for each event for which you need insurance coverage. Without prior approval to use the COC, your event will not be covered by Arc's PL insurance. A COC will only be provided to currently affiliated Arc Clubs, and for official Club events (where the Arc Clubs logo is displayed and/or used in marketing materials).

Making Claims after an Event

You must notify Arc Clubs via email within 24 hours if a claim is to be made. You must also provide Arc with all the information and supporting documentation requested as soon as possible. Police reports and medical certificates must be obtained and dated the day of the event. For medical expenses, Arc's PL insurance will only cover out of pocket expenses.

Your Club may be liable to pay or contribute towards the excess payment of the insurance claim.

Your Club's claim will be automatically denied where the injury/damage was caused by:

- Willful negligence, recklessness or misconduct on behalf of club members;
- Alcohol consumption;
- Actions of a non-club member.

UNSW Personal Accident Policy

Clubs may also have access to UNSW's Personal Accident Policy. This policy applies to full and part-time students, on or off campus, while acting in the interests of UNSW or involved in UNSW business. The nature of the event will ultimately determine whether the coverage applies to Club-related accidents.

It is also a question of whether UNSW was aware of and approved the event or activity. Events that have Faculty involvement would likely be covered.

The Personal Accident Policy only applies to physical injury or death and not sickness, illness or disease. It does not apply to students under the influence of drugs or alcohol at the time of the accident, claims indirectly arising because of drugs or alcohol, or illegal or criminal acts.

As this is Insurance credited by UNSW, all enquiries should be directed to the relevant UNSW Department; the UNSW Finance Hub. More information on this insurance can be found on UNSW's website: Student Assurance and Integrity.

External Insurance

Disclaimer: *Any external insurance providers or products we recommend are provided for general information only. We are not affiliated with, responsible for, or liable for any third-party insurer, policy, coverage, claims, or services. Clubs should make their own enquiries and seek independent advice before purchasing insurance.*

For further assistance or questions regarding Insurance options for Arc-affiliated Clubs, you can reach out to Arc Legal and Advocacy: advice@arc.unsw.edu.au

4. Clubs and Taxes

Depending on your club's tax status, there are different annual reporting requirements that your Executives must be aware of. Apart of your continued affiliation with Arc is ensuring any reporting required by the Australian Taxation Office (ATO) is being completed annually.

The below is general information on the difference between each tax status tier. This information does not replace speaking to a solicitor, accountant or registered tax agent, who can assist in making an informed decision.

> *▶ If your Club is considering changing your tax status (e.g. getting an ABN, or becoming Incorporated), you must email Arc Clubs clubs@arc.unsw.edu.au.*

Any procedural questions regarding tax status, and how tax reporting requirements may affect your club should be directed to the ATO. Find relevant links below:

- Australian Taxation Office: Contact Us
- Australian Taxation Office: Businesses and Organisations
- Not for Profit Law: Starting a not-for-profit organisation

Australian Business Number (ABN)

The Australian Business Number is a unique 11-digit number that identifies your group to the government or community. An ABN does not create a separate legal entity. You can have an ABN while being an unincorporated association.

It is not compulsory for a not-for-profit organisation to have an ABN unless it has a goods and services tax (GST) turnover of $150,000 or more. However, even if your organisation is not required to register for GST, it can be helpful to have an ABN.

It is also not the same as registering a business name (you first need an ABN to apply for a business name). An ABN is only necessary if the Club conducts any business transactions – it does not provide any legal protection or give an exclusive right to trade under the Club's name.

ABNs are administered by the Australian Taxation Office (ATO) and registration is free.

Why Clubs may want an ABN

- Often, businesses/organisations that want to provide sponsorship to a Club may require that the Club holds an ABN.
- If your Club provides services to other businesses without an ABN, they must withhold 46.5% tax from any payments made to the Club.
- You also need an ABN to register a website domain name that ends in .au.
- Hiring or purchasing agreements may also require your Club to have an ABN.
- To obtain a square reader (for card payments), you are required to provide an ABN.

Reporting Requirements and Reaffiliation

From the 2023-24 income year, non-charitable not-for-profits (NFP) with an active ABN need to lodge an annual return. Your society is obligated to complete a Self-Assessment form and lodge it with the ATO to claim the Income Tax Exemption annually.

The ATO requires that the above Self-Assessment is submitted ONLINE through the ATO's Online services for business (via mygov) through an Executive's personal mygov account. If your Club has not updated your Executives to be registered to your ABN, and the prior Executives who are registered are unknown or uncontactable, you can notify the ATO of your appointment by completing the downloadable Change of registration details (NAT 2943) paper form.

The ATO states they “try to process applications in 28 days, allow up to 12 weeks for [them] to confirm that [they] have updated your details.” As such it is crucial that you submit this form before reaffiliation.

Each year after the first NFP self-review lodgement, NFPs will need to confirm or update information on a pre-populated return. Penalties may apply under the ATO’s penalty framework if an NFP self-review return is not lodged each year.

Once the NFP self-review return is lodged, you will receive a notice on screen confirming the submission and the outcome of their self-assessment. As part of your reaffiliation with Arc, this submission confirmation must be uploaded onto Rubric. If this confirmation is not provided, your reaffiliation with Arc will be delayed, and may result in your Club’s disaffiliation until it is resolved.

More Information can be found at:

- Australian Taxation Office: Reporting and returns for businesses
- Not-for-Profit Law: Income tax reporting requirements

Incorporation

Incorporation refers to incorporating your ‘business’ (your Club). Incorporation gives your society its own legal identity (the society becomes a 'separate legal entity' from its members). The group can enter into contract, sign a lease, employ people, and sue and be sued.

Most Clubs will be considered unincorporated associations, meaning the Executive members act in their own name, are personally liable for debts and can be sued if something the Club does goes wrong. However, incorporated Clubs can operate completely separately from its owners/members/employees and individuals cannot be held personally legally liable for the actions of the company.

Incorporation is administered by the Australian Securities & Investment Commission (ASIC) and registration fees apply.

> ▶ *NOTE: If you are considering incorporating, it is important to consider if you will use ‘UNSW’ in the title. If so, you will need to receive UNSW approval, which may significantly delay the incorporation of your Club.*

Why Clubs may want to Incorporate

- Contracts can only be made by legal identities, e.g. a person or a company.
- Incorporated organisations obtain 'Limited liability' meaning that in most cases, the responsibility for debts of the group or any legal costs the group may be ordered to pay, is limited to the amount of money and assets held by the organisation. This helps protect the people involved in the group from being personally liable if anything goes wrong with the group (that is, from being required to pay any debts or costs of the group from their own money or assets).

Reporting Requirements and Reaffiliation

Incorporated associations must lodge annual financial summaries with NSW Fair Trading within one month of their AGM, and no later than 7 months after the incorporated association's financial year end. The Annual Summary of Financial Affairs are for the most recent financial year, which depending on the start and end date will either be 30 June or 31 December. You must keep accurate records of your Club's financial transactions and positions.

Likewise, all incorporated entities in NSW have a Public Officer. This individual acts as the official point of contact, and one of the authorised signatories. In Clubs, it would generally be the President or Treasurer. Annually, you will need to notify NSW Fair Trading within 28 days of your AGM/EGM of the change of Public Officer. If you do not know who this is within your club, please contact the Department of Fair Trading immediately.

Requirements differ between financial Tier 1 and Tier 2, as outlined by NSW Fair Trading's financial reporting requirements. Additionally, if your Club is registered as a charity with the Australia Charities and Not-for-profits Commission (ACNC), you are generally exempt from NSW financial reporting requirements.

Annual financial reporting incurs a fee, and there are additional fees associated with applying for an extension.

As part of your reaffiliation with Arc, you must also report these financial summaries in your reaffiliation on Rubric and provide the contact information of your Public Officer. If your financial report, and Public Officer details are not provided, your reaffiliation with Arc will be delayed, and may result in your Club's disaffiliation until it is resolved.

More Information can be found at:

- Not-for-Profit Law: What does incorporation mean, and should you incorporate?

- NSW Government: Financial reporting requirements
- NSW Government: Role of the public officer
- NSW Government: incorporated associations forms and fees
- NSW Government: Closing an incorporated association

Australian Charities and Not-for-profits Commission (ACNC)

The Australian Charities and Not-for-profits Commission (ACNC) is the national regulator of charities. It is responsible for maintaining the public Charity Register, and ensuring registered charities meet their ongoing legal obligations. Registration with the ACNC is voluntary, but organisations must be registered if they wish to access Commonwealth charity tax concessions and be formally recognised as a charity.

An organisation can be incorporated or unincorporated and still register with the ACNC, provided it meets the legal definition of a charity. ACNC registration does not create a separate legal entity; it is a regulatory registration rather than an incorporation process.

The ACNC does not charge a fee to register or maintain charity registration. Once registered, charities become subject to ongoing reporting and governance requirements.

Why Clubs may want to register with the ACNC

- Access to Commonwealth charity tax concessions, including income tax exemption and, where eligible, Deductible Gift Recipient (DGR) endorsement.
- Increased credibility with sponsors, grant providers, donors, and government agencies.
- Eligibility for many government and philanthropic grants that require applicants to be registered charities.
- Public listing on the ACNC Charity Register, which demonstrates transparency and accountability to members and stakeholders.
- Reduced reporting requirements to some government agencies through the ACNC's "report-once, use-often" framework.

Reporting Requirements and Reaffiliation

To maintain registration, charities must submit an Annual Information Statement (AIS) to the ACNC each year. The Annual Information Statement is generally due six months after the end of the charity's reporting period. For charities operating on a standard financial year (1 July to 30 June), the AIS is due by 31 January each year. Additional financial reporting requirements will depend on the charity's size.

A detailed breakdown of reporting requirements is on the ACNC's website: Reporting Annually to the ACNC.

If your charity does not submit its Annual Information Statement on time, and takes no action to try and do so, the ACNC will publish a notice on your Club's entry on the Charity Register that the reporting is overdue. The ACNC may also issue penalty notices if they find that your charity is deliberately not meeting its obligation to report and eventually move towards revoking your Club's registration.

Having your charity's registration with the ACNC revoked will also result in the Australian Taxation Office (ATO) removing your Club's entitlement to charity tax concessions.

As part of your reaffiliation with Arc, you must also provide your AIS and Financial Reports in your reaffiliation on Rubric. If you are not required to submit these documents to the ACNC, please upload a statement that explains this. If your AIS and financial reports are not provided, your reaffiliation with Arc will be delayed, and may result in your Club's disaffiliation until it is resolved.

More Information can be found at:

- Not-For-Profit Law: ACNC registration requirements
- Not-For-Profit Law: Obligations for ACNC-registered organisations
- ACNC: Before you start a charity
- ACNC: Ongoing obligations to the ACNC

5. Legal Help

This section includes overview of the most common legal topics that apply to the running of your Club. This information is general only and should not be taken as legal advice as advice can change depending on your Club's particular circumstances. This section is also not exhaustive. We've tried to cover the most relevant legal information for Clubs, but it would be impossible to anticipate everything that Clubs may need to know.

> ▶ *This section works in tandem with Info Sheet: Marketing, which covers additional information on sponsorship and fundraising contracts, and copyright in your marketing.*

> ▶ *For further questions, you can contact Arc Legal & Advocacy: advice@arc.unsw.edu.au. For advice on more complex situations regarding legal issues within your club, we would recommend speaking to a law professional. You should, however, be aware that this will incur costs.*

Contracts

Your Club may enter into contracts often, from hiring venues for a night out to purchasing t-shirts to wear at O-Week. You might not think twice about it, but you should.

Contracts are legal documents with real consequences and liabilities attached. Executives (and other Club members who might help organise events or Club purchases) need to be very careful about signing any commercial agreements in their own name for Club business.

Contract Considerations

Some things to consider prior to signing a contract include:

- Always read any document before signing it.
- Never be forced into signing a contract.
- Get advice if you don't understand what your rights and obligations are.
- Correctly identify the parties:
  - If your Club is unincorporated, don't say otherwise.
  - Never represent that the Club is acting on behalf of UNSW or Arc.
  - Make sure the contract states the complete name of the business (and ABN).
- Pay attention to:
  - The amounts to be paid and by whom.
  - Any specific dates where payment or performance is required.
  - The duration of the agreement.
  - Penalties for breaching terms or cancelling the contract.
  - Termination clauses.
  - Whether any of the written terms are not what was agreed to verbally.
- Never sign a contract if the Club can't comply with the terms.
- Never ever pay an invoice out of a personal bank account. If the Club funds aren't enough to cover the amount needed, don't sign the agreement.

Clubs may also want to consider incorporation where the Club's liability under the contract could go beyond Club's assets. Neither Arc nor UNSW will protect the Club (and this means the Executive!) from a breach of contract, so if your Club can't comply with the terms and conditions agreed to, Executives can be held personally liable.

Arc have also created an Arc Clubs Sponsorship Agreement template that Clubs can use.

Services and Payments

If the Club, or the Executive offer services to other entities/companies for payment, some things to consider before agreeing to this exchange include:

- Make sure you have a written agreement setting out your costs.
- The specifics of what you have agreed to do.
- Important dates for payment.
- Any penalties for cancellation.
- Create and distribute an invoice and specify how payment is to be made. Use platforms like Microsoft Word or Canva to utilise free invoice templates.

Privacy and Data Protection

Clubs must take all reasonable steps to protect the privacy and confidentiality of member information, including by:

- Collecting, using and disclosing personal information only for purposes reasonably connected to the operation and administration of the Club;
- Limiting access to member information to Executive members and Arc to perform their role;
- Storing member information securely and taking reasonable steps to prevent unauthorised access, use or disclosure; and
- Maintaining strict confidentiality in relation to any complaints, investigations, disciplinary processes, or decisions regarding membership (including termination), and only disclosing such information where required by law, or with Arc's approval.

Clubs must ensure that any person handling member information complies with these obligations. If members have concerns regarding the collection and use of their personal information, they can reach out to the Clubs' Welfare Officer (or equivalent executive) or reach out to Arc Clubs.

Rubric Data Protection

Due to the sensitive membership information held in your Club's Rubric account, only elected executives can gain access once elected at an AGM/EGM. Any individuals whose position is not specifically outlined in the Club's Constitution or elected by a majority of the members via an election, cannot gain access to the Club's Rubric account. This includes directors, subcommittee, and volunteers.

> ▶ *If you require additional individuals to have Rubric permissions, you can introduce additional Executive positions to your Constitution through a vote at an EGM/AGM.*

Confidentiality of Processes

All parties involved in any grievance, complaint or investigation process, including complainants, respondents and witnesses, must treat the matter as confidential and must not disclose information relating to the matter except where:

- Disclosure is required by law; or
- Disclosure is reasonably necessary to participate in or give effect to the process.

Waivers and Terms & Conditions

Where the nature of your event might involve a lot of risk, Club members (or whomever is participating) should be asked to sign a waiver of liability before participating.

A waiver is like a warning that there are risks involved in participating (however unlikely they may be) and asking participants if they will assume those risks and participate anyway. It is good practice to use a waiver if there is a chance that participants could get hurt (or suffer property loss) at a Club event (e.g. social sports, bush walking, overnight camps).

Think about the potential risks:

- Is physical fitness or skill important?
- Does the activity require disclosure of medical conditions etc.?
- Is the venue in a remote location where it may be difficult to access emergency services?
- Are participants required to be separated from their personal belongings (e.g. leaving luggage in a cabin during the day on an overnight camp)?

Some activities have an inherent amount of risk that will be assumed by the participant. The Civil Liability Act 2002 (NSW) limits a person's ability to sue others for personal injury where they engage in a dangerous recreational activity and are injured because of an inherent risk in that activity.

A waiver may not eliminate risk altogether (where injury is due to Club negligence) but it will help to limit liability if something does go wrong. Waivers can also be used if the Executive wants to use any photos/video footage of the event for promotional material. Members/attendees can be asked to waive their rights in relation to the use of their likeness (usually called a "release").

Keep waivers in a safe, private location. You should never force someone to sign a waiver but explain that it is a condition of participating that they agree to sign the waiver. If someone is under 18, waivers must be signed by their parent/guardian in order to be legally binding.

Clubs can use an event waiver form when there is no online registration for your event. If you do have online registration, your Club should use the Club Events Terms & Conditions document instead:

- Clubs Event Waivers Template
- Clubs Event Terms & Conditions

Arc Legal & Advocacy can assist in tailoring these documents to your Club's specific event if required.

Copyright

Copyright protects:

- Literary works (articles, novels, screenplays, song lyrics);
- Computer programs;
- Artistic works (paintings, drawings, cartoons, photographs);
- Musical works and sound recordings;
- Films;
- Broadcasts (TV and radio).

If the Club didn't create it, chances are you need permission to use it.

Intellectual Property (IP)

Clubs should be aware of intellectual property (IP) issues when creating and using materials such as logos, branding, artwork, photographs, social media content and promotional materials. Where a club member or another person creates content for the Club, it is best practice to have a written agreement that clearly sets out how the IP may be used, who owns it, and whether ownership remains with the creator or is transferred to the club. If the creator is paid to produce the work, ownership will generally be intended to vest in the club, but this should still be confirmed in writing.

Clubs working with sponsors should also ensure that any use of each party's logos, branding or other IP is covered by a written agreement, including a mutual licence allowing each party to use the other's IP as required to carry out the sponsorship arrangement. Clear agreements can help avoid disputes and ensure everyone understands their rights and obligations.

Logos

Clubs should never use another organisation’s logo without permission (including the UNSW logo). Companies take their brand very seriously and your Club could be liable for using a registered trademark without permission. If your Club has a sponsorship agreement with an external company, make sure to include mutual permissions and branding requirements (including how you want that company to promote your Club).

Never try to adapt another organisation’s logo/trademark for Club promotion. If the Club’s design is too similar to an existing trademark, this could lead to breaches of the Copyright Act.

Movie Screenings

In general, you need a license from the copyright owner to screen commercial movies in public. The fact that you have legally bought a DVD, or a streaming service does not give you the right to screen it (and anywhere outside your home will be considered public), even if there is no charge to watch the film. This applies to both local and international movies as most productions will have an international distributer.

You will need to contact a film supplier for permission. Roadshow Public Performance Licensing (PPL) (www.roadshowppl.com.au) holds the majority of licenses for movies in Australia and overseas.

Streaming TV Shows

Most streaming services will be limited for private use. For example, if you have a Netflix subscription, you have already agreed not to screen any provided content in a public area. However, there is nothing stopping a group of people watching content together on individual broadcasting devices.

Using Photos/Images

Unless it is a photo you have taken yourself or is available from a free image website, you should get permission from the copyright owner. Contrary to popular opinion, just because it is on the internet, doesn't mean it is for public use. Using an image found online through a Google Image search can still violate copyright law.

Depending on where you found the image, you should get in touch with the content owner/website host and ask if you can use the image. Generally, if you give credit to the original source, it's OK, but you need to check.