



TAMWORTH PISTOL CLUB Inc.
NSW Y0922527

CONSTITUTION

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1. DETAILS OF THE TAMWORTH PISTOL CLUB Inc.

1.1. Name of the Club

The name of the Club is the Tamworth Pistol Club Inc.

1.2. Registered Office of the Club

The registered office of the Club is to be located at 328 Daruka Road, Tamworth 2340 or as otherwise approved by the Committee from time to time.

1.3. Public Officer on Adoption of the Constitution

1.3.1 The name of the Public Officer at the time of adoption of this Constitution is Philip Peter Harris.

1.3.2 The address and other contact details of the Public Officer at the time of incorporation or adoption of this Constitution is 1983 Nundle Road, Dungowan, New South Wales 2340.

1.4. Date of Incorporation

The date on which the Club was incorporated under the Act was 2 August 1990.

2. STRUCTURE OF THE TAMWORTH PISTOL CLUB Inc.

2.1 Club Structure:

The Club shall consist of:

2.1.1 The Committee; and

2.1.2 The Members

2.2. Members

Members are real persons who have applied to the Club for admission as Individual Members, meet the criteria for admission as a member as set out in part 6 below, paid the Prescribed Subscription and have either been:

2.2.1 admitted as a member prior to the date of adoption of this Constitution; or

2.2.2 granted membership by the Committee of management; or

2.2.3 granted membership by a special resolution of the members in general meeting.

2.3. Affiliations

2.3.1 The Club is independent and autonomous in the day-to-day operation of its internal affairs but will affiliate with The New South Wales Amateur Pistol Association (NSWAPA) as our peak body.

2.3.2 The Club will abide by the NSWAPA Constitution and Code of Conduct.

2.3.3 The Club will allow Officers of the NSWAPA to inspect the Books and Records on request.

2.3.4 The Club will abide by the Standard safety rules updated from time to time by the NSWAPA.

2.3.5 The Club shall abide by decisions of Sports Integrity Australia.

3. DEFINED TERMS AND INTERPRETATION

3.1. Dictionary

In this Constitution, unless the context suggests otherwise, the following terms have the following corresponding meanings:

“**Act**” means the *Associations Incorporation Act 2009* (NSW) as amended from time to time and includes any State or Commonwealth legislation enacted dealing with incorporated associations in New South Wales.

“**Associate Member**” is as defined in subclause 6.4.

“**Club**” means the Tamworth Pistol Club Inc. as named at Item 1 of the Schedule and being the legal entity adopting this Constitution.

“**Club Armourer**” means the person appointed by the Committee to carry out duties as determined by the Committee and any requirements of the Firearms Registry that relate to the Club’s Armourer Licence (P643).

“**Committee**” means the committee of management of the Club.

“**Constitution**” means this constitution of the Club, including the Schedule.

“**Extraordinary Special Resolution**” is a resolution adopted under clause 7.11.

“**Family Member**” is as defined in clause 6.3.

“**Financial Year**” means the period as defined in clause 11.1.

“**Full Member**” is as defined in subclause 6.1.1.

“**Honorary Member**” is as defined in clause 6.7.

“**Individual Member**” means a natural person who is a current member of the Club.

“**Junior Member**” is as defined in clause 6.6.

“**Life Member**” is as defined in subclause 6.5.

“**Member**” means an Individual Member who is a current member of the Club and means either a Full Member or an Associate Member.

“**Membership Year**”, means the period commencing on the first day of the Club’s financial year and ends on the last day of the preceding month in the following year.

“**National Association**” means the National Shooting Association to which the Club is affiliated (if any) as determined by the members in General Meeting.

“**NSW Association**” means the New South Wales State Shooting Association to which the Club is primarily affiliated (if any) as determined by the members in General Meeting.

“**Office Bearer**” means a Full Member who is elected to one of the positions listed in subclause 9.1.3.

“**Ordinary Committee member**” means a member of the Committee who is not an Office Bearer of the Committee.

“**Ordinary Member**” is as defined in clause 6.2.

“**Patron**” means someone who, due to his/her public achievement, leadership qualities and stature in society, can support, promote, advocate and be called upon for advice or guidance to further the goals of the Club.

“**Pistol**” means a firearm defined as a pistol by section 4 of the New South Wales *Firearms Act 1996* or its successor legislation.

“**Prescribed Subscription**” means the amount of annual subscription fee payable by an Individual Member as prescribed by the Club in the first month of any given Membership Year in relation to their specific category of individual membership of the Club.

“**President**” means the President of the Club.

“**Public Officer**” means the member elected and as defined by Sections 4 and 34 of the *Associations Incorporation Act 2009* or its successor legislation.

“**Schedule**” means the schedule to this Constitution.

“**Secretary**” means the Secretary of the Club.

“**Social Member**” is as defined in subclause 6.8.

“**Special Resolution**” is a resolution adopted under clause 7.10.

“**Tax Acts**” means the *Income Tax Assessment Act 1936* (Cth); the *Income Tax Assessment Act 1997* (Cth) and the *Tax Administration Act 1953* (Cth) or their successor legislation.

“**Tax Invoice**” has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or its successor legislation.

“**Treasurer**” means the Treasurer of the Club; and

“**Vice President**” means the vice President of the Club.

3.2. Interpretation

Unless the context suggests otherwise, in this Constitution:

3.2.1 headings are for convenience only and do not affect interpretation.

3.2.2 a word importing the singular includes the plural (and vice versa).

3.2.3 a word indicating a gender includes every other gender.

3.2.4 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

3.2.5 the word “**includes**” in any form is not a word of limitation.

3.2.6 a reference to something being “**written**” or “**in writing**” includes that thing being represented or reproduced in any mode in a visible form.

3.2.7 the phrase “**bad financial standing**” includes the meaning given in clause 6.13.

3.2.8 a notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Act or any other law and in accordance with this Constitution; and

3.2.9 a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

3.3. Supremacy of the Act

In the event of any inconsistency between this Constitution and the provisions of the Act, the provisions of the Act shall prevail.

4. OBJECTS AND PURPOSES

The objects and purposes of the Club are:

4.1. Engage in the Sport.

To facilitate the participation of its members in the sport of target pistol shooting and competition.

4.2. Promoting the Sport

To promote the sport of target pistol shooting amongst its members and the wider community.

4.3. Knowledge

To provide a means for the exchange and furtherance of knowledge pertaining to firearms, ammunition, accessories and shooting generally.

4.4. Education

To educate club members and the wider community in the art of shooting, safe handling of firearms, field etiquette and a knowledge of the laws relating to firearms and target shooting.

4.5. Shooting Ranges and facilities

To provide target shooting facilities and social facilities for club members and the wider community as approved by the club; and

4.6. Status

To maintain the status of an amateur shooting Club.

5. POWERS

Subject to the provisions of the Act, and the other provisions of this Constitution, the powers of the Club include:

5.1. Real and Personal Property Rights

The purchase, lease, licence or otherwise acquiring or receiving any real or personal property right as necessary or convenient in achieving the objects and purposes of the Club.

5.2. Goods and Services

Subject to clause 15.3 as to non-profit status, the buying, selling, and supplying of, and dealing in goods of all kinds consistent with the objects and purposes of the Club.

5.3. Building

The construction, maintenance and alteration of buildings or works necessary or convenient for any of the objects or purposes of the Club.

5.4. Gifts

The accepting of any gift, whether subject to a special trust or not, for any one or more of the objects and purposes of the Club provided such acceptance does not conflict with any objects or purposes of the Club.

5.5. Fundraising

The taking of such steps from time to time as the Committee or the Individual Members in general meeting may deem expedient for the purposes of procuring contributions to the funds of the Club, whether by way of donations, receipts for goods or services, additional membership levies or otherwise.

5.6. Loans and Guarantees

The borrowing of such money in such manner and on such terms as the Committee may think fit or as may be approved or directed by resolution of the Individual Members adopted in general meeting and to this end, the Club is specifically authorised to guarantee any security including any charge, mortgage or other encumbrance or security over the assets of the Club and/or the income thereof to secure the payment of any money or the performance of any obligations by any person or other legal entity to any third party;

5.7. Investments

The investment of any moneys of the Club that are not immediately required for any of its objects or purposes in such manner as the Committee may from time to time determine.

5.8. Outgoing Gifts and Donations

The making of gifts, subscriptions, or donations to any worthy cause, unless the amount in any given financial year exceeds one percent (1%) of gross club income for the previous financial year in which case as specifically permitted by a special resolution of the Individual Members in general meeting.

5.9. Insurance and Superannuation Schemes

The establishment or participation in insurance.

5.10. Miscellaneous

To do any other lawful things that may be deemed necessary or convenient in the pursuance of the objects and purposes of the Club.

6. MEMBERSHIP

6.1. Categories of Membership

6.1.1 The categories of Full Members are:

6.1.1.1. Ordinary Members.

6.1.1.2. Family Members; and

6.1.1.3. Life Members.

6.1.2 The categories of Associate Members are:

6.1.2.1. Associate-Rifle, Archery, other sport approved by the Committee.

6.1.2.2. Honorary Member; and

6.1.2.3. Social Member

6.1.3 In addition to the categories of membership shown above, the Committee may impose a probationary term on any application for Ordinary, Family, or Associate membership and may attach conditions to that probationary membership.

6.2. Ordinary Membership

The criteria for admission as an Ordinary Member of the Club are:

6.2.1 age of eighteen (18) years or above.

6.2.2 ordinarily resides in New South Wales.

6.2.3 (i) the applicant has submitted two-character references in a format acceptable to the Committee, that support their application for membership of a pistol club from a person aged over eighteen years of age and has known the applicant for at least two years.

or

(ii) the secretary or other relevant office holder of the club is satisfied that the applicant has submitted the name of any other approved pistol club or shooting club the applicant is a member.

and completes and applies, in a form approved by the Committee, either in printed or electronic form.

6.2.3 The Committee reviews the application and references. Committee members are invited to speak to the application. A motion is moved to accept the application for membership. A unanimous decision is required.

6.2.4 attaches payment or evidence of payment of the Prescribed Subscription of an

Ordinary Member as current at that time.

- 6.2.5 not in bad financial standing with the Club.
- 6.2.6 not a party to any unresolved court or tribunal proceedings, in New South Wales or elsewhere, against the Club.
- 6.2.7 not previously expelled from membership of the Club except where the process set out in subclause 12.6 below has been completed.
- 6.2.8 has not been convicted of an indictable offence; and
- 6.2.9 in the case of members joining a pistol club for the first time, has completed the required probationary period as determined by the Committee.

6.3. Family Membership

The criteria for admission as a Family Member of the Club are the same as those for an Ordinary Member as contained in subclause 6.2 above save that:

- 6.3.1 the relevant Prescribed Subscription is that of a Family Member; and
- 6.3.2 the individual is a member of the immediate family of an Ordinary Member and resides at the same address as that Ordinary Member.

6.4. Associate Membership

The criteria for admission as an Associate Member of the Club are the same as those for an Ordinary Member as contained in subclause 6.2 above save that:

- 6.4.1 the individual does not engage in Pistol shooting as a member of the Club; and
- 6.4.2 the relevant Prescribed Subscription is that of an Associate Member.

6.5. Life Membership

The Club may, in recognition of lengthy conspicuous service to the Club by a member, by resolution voted upon by the Full Members in annual general meeting through secret ballot, confer Life Membership of the Club on a Full Member. A majority of 75% of members present is needed to pass the resolution. Such membership should only be conferred in exceptional circumstances. A Life Member is exempt from paying annual membership fees.

6.6. Junior Members

The criteria for admission as a Junior Member of the Club are the same as those for an

Ordinary Member as contained in subclause 6.2 above save that:

- 6.6.1 the age of the member is under eighteen (18) years.
- 6.6.2 the relevant Prescribed Subscription is that of a Junior Member; and
- 6.6.3 the membership application is signed by their parent and guardian with a written guarantee that they are responsible for ensuring the child's compliance with all their obligations as an Individual Member.

6.7. Conferral of Honorary Membership

- 6.7.1 Given special circumstances determined in the Committee's absolute discretion, the Committee may resolve to confer Honorary Membership on a natural person who is not an Individual Member of the Club.
- 6.7.2 After the adoption of the resolution of the Committee as referred to in subclause 6.7.1 above, the individual becomes an Honorary Member of the Club upon the later in time of:
 - 6.7.2.1. the conclusion of the meeting of the Committee at which the resolution was adopted; or
 - 6.7.2.2. when the Club receives written notice from the individual agreeing to become an Honorary Member.

6.8. Social Member

The criteria for admission as a Social Member of the Club are:

- 6.8.1 age of eighteen (18) years or above.
- 6.8.2 ordinarily resides in New South Wales.
- 6.8.3 completes and applies, in a form approved by the Committee, either in printed or electronic form, for admission as a member who will not engage in firearm use at the Club.
- 6.8.4 attaches payment or evidence of payment of the prescribed subscription of a Social Member as current at that time.
- 6.8.5 not in bad financial standing with the Club.
- 6.8.6 not a party to any unresolved court or tribunal proceedings, in New South Wales or elsewhere, against the Club.
- 6.8.7 not previously expelled from membership of the Club except where the process set out in subclause 12.6 below has been completed.

6.8.8 has not been convicted of an indictable offence; and

6.8.9 in the case of a person joining the Club for the first time, has completed the required probationary period as determined by the Committee.

6.9 No Limit on Number of Members

The number of Members of any category is not limited save that the Committee may resolve to cease temporarily the admission of new members if it considers in its absolute discretion that the Club resources or management capacity are exceeded.

6.10. Change of Membership Category

6.10.1 A Member automatically and immediately becomes an Ordinary Member in the relevant Membership Year and must begin paying the Prescribed Subscription calculated from the date of membership category change if:

6.10.1.1. the Member was a Junior Member and attains the age of eighteen (18) years; or

6.10.1.2. the Member was a Family Member and is no longer a member of the immediate family of an Ordinary Member.

6.10.2 It is a condition of membership that a member whose circumstances change in a manner described in subclause 6.10.1 above must inform the Club in writing with appropriate documentary evidence of the change in circumstances within thirty (30) days of such change.

6.10.3 An Ordinary Member may elect voluntarily to become:

6.10.3.1. an Associate Member; or

6.10.3.2. a Family Member if the Member becomes part of the immediate family of another Ordinary Member.

and the change will take effect thirty (30) days after receipt by the Club of written notice from the Member to that effect, but the Member is not entitled to a refund of the difference, if any of the Prescribed Subscription between the two membership categories in the membership year in which the change occurred.

6.10.4 An Honorary, Associate or Social Member may give notice in writing to the Committee and the Board that they wish to become an Ordinary Member or where applicable a junior member and will become an Ordinary or Junior Member upon payment to the Club of the relevant Prescribed Subscription for an Ordinary or Junior Member.

6.10.5 Except for conferrals of Life Memberships under clause 6.5 above or as provided for in this clause 6.10, no change of membership categories by a member are permitted.

6.11. Admission of New Members

For the avoidance of doubt, the power to admit new Members to the Club is vested in the Committee of the Club or the members in General Meeting.

6.12. Transfer of Membership

6.12.1 Save for exceptional circumstances, no Individual Member of another Pistol Club may transfer their membership to the Club except in accordance with this clause 6.12.

6.12.2 The transfer of membership under subclause 6.12 above takes effect immediately on:

6.12.2.1. receipt by the Secretary of written application from the Individual to transfer to the Club; and

6.12.2.2. the Committee by simple majority approving the transfer and the category of membership to apply to the Applicant's membership of the Club.

6.13. Bad Financial Standing

For the purposes of this clause 6, an individual is in "bad financial standing" with the Club if that individual owes a liquidated debt to the Club, demand for the repayment of which has been made in writing by the Club.

6.14. Maintenance of Membership

A Member other than an Honorary Member or a Life Member, will remain a Member from Membership Year to Membership Year provided that:

6.14.1 the Member continues to meet the criteria as set out in this part 6 for admission to their membership category; and

6.14.2 the Member has paid the relevant Prescribed Subscription for the current Membership Year to the Club.

6.15. Cessation of Membership

6.15.1 A Member ceases to be a member automatically if they:

6.15.1.1. die.

6.15.1.2. resign their membership by written notice to the Club Secretary, with the resignation taking effect fourteen (14) days from the date the notice is received by the Club Secretary, unless specified otherwise in the notice.

- 6.15.1.3. become convicted of a felony or an indictable offence.
- 6.15.1.2. fail to pay the Prescribed Subscription to the Club within two (2) months of the commencement of their current Membership Year or is otherwise in bad financial standing with the Club; or
- 6.15.1.3. is expelled from the membership of the Club.
- 6.15.2 No resignation of membership of the Club is effective except in compliance with this clause 6.15.

6.16. Appointment of Club Patron

- 6.16.1 The Committee may appoint persons to the role of “Patron”.
- 6.16.2 The Committee may negotiate an agreement with the Patron to determine their role and responsibilities as Patron. Duties might include lending their name to the Club as an expression of support for the Club, it’s mission and programs. Advocate for the Club in various fora to enhance the Club’s ability to secure grants, other funding or pursue special interests the Club wish to realise.
- 6.16.3 The Secretary will provide a written notice of appointment to the Patron setting out their role, responsibilities, and term of service.
- 6.16.4 The Secretary will request a written confirmation from the Patron accepting the appointment.
- 6.16.5 Duration of the Term of Patron. The term of a patron will end under any of the following conditions:
- 6.16.6 The agreed term of service expires.
- 6.16.7 The patron resigns, at any time, by submitting a written resignation to the Secretary of the Club, in which case such resignation shall be effective on the date specified in the resignation.
- 6.16.8 The patron dies.
- 6.16.9 The Secretary, acting on the direction of the Committee, terminates the patron’s service to the Club by submitting a written notice to the patron, such termination shall have effect on the date specified in the notice.

7. GENERAL MEETINGS

7.1. Timing of Annual General Meetings

The Club shall within the period of six (6) months after the end of each Financial Year of the Club, convene an annual general meeting of the Members.

7.2. Calling of Annual General Meetings

7.2.1 The annual general meeting of the Club shall, subject to the Act, clause 7.1 above and clause 7.13 below, be convened at such location, venue and time as shall be determined by the Committee.

7.2.2 In addition to any other business which may be transacted at an annual general meeting, the business of the annual general meeting shall be:

7.2.2.1. to confirm the minutes of the last preceding annual general meeting and of all special general meetings held since that meeting.

7.2.2.2. to receive from the Committee reports upon the activities of the Club during the last preceding Financial Year, including a report on the finances of the Club.

7.2.2.3. to elect the members of the Committee and Public Officer.

7.2.2.4. to receive and consider any statement which is required to be submitted to the Members pursuant to the Act.

7.2.2.5. to appoint a Certified Practicing Accountant to provide a Statement of Assessment of the Club's finances for the ensuing Financial Year.

7.2.2.6. to discuss any agenda items put forward by Full Members in writing at least one (1) month prior to the annual general meeting with explanations of the items.

7.2.2.7. to discuss any general business the Full Members, wish to raise from the floor.

7.3. Calling of Special General Meetings

7.3.1 A special general meeting of the Club is to be convened by the Committee if one is requested by:

7.3.1.1. the Committee; or

7.3.1.2. in writing by twenty (20) Full Members or ten percent (10%) of the total number of Full Members, whichever is lesser.

7.3.2 A request under paragraph 7.3.1.2 above by the Full Members for a special general meeting:

7.3.2.1. shall state the purpose(s) of the meeting.

7.3.2.2. shall be signed by the Full Members of the requisite number specified by subclause 7.3.1.2 above making the request; and

7.3.2.3. shall be lodged with either the Secretary or the President.

7.3.3 If the original of the request containing the signatures of the Full Members is not lodged with either the Secretary or the President, the request under subclause 7.3.2 above must state the address and the contact details of a contact person by which the Committee may, on at least two (2) days' notice, inspect the original request.

7.3.4 If the Committee fails to convene a special general meeting to be held within one (1) month after the date on which a request under paragraph 7.3.2 above is lodged with the Committee, any one or more of the Full Members who made the request may convene a special general meeting to be held not later than three (3) months after that date after giving written notice to all Members of the special general meeting.

7.3.5 Notice of a special general meeting called by the Members under paragraph 7.3.1.2 above is to be given by the Committee on behalf of the said Members, the cost of which will be charged to those Members who have called the meeting.

7.3.6 The Members who incur an expense arising from convening a special general meeting under subclause 7.3.4 above are entitled to be reimbursed by the Club for any reasonable expense so incurred if approved by the convened special general meeting.

7.3.7 A special general meeting convened by the Members under subclause 7.3.4 above shall be convened as nearly as is practicable in the same manner as general meetings convened by the Committee.

7.4. Notice of General Meetings

7.4.1 The Secretary shall, at least twenty-one (21) days before the date fixed for the holding of a general meeting, cause to be sent by Email to the Electronic address provided by each Full Member as it appears in the Register or in the absence of an Email Address cause to be sent by prepaid post to the address appearing in the Register, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

7.4.2 Where the nature of the business proposed to be dealt with at the general meeting requires a special resolution or extraordinary special resolution of the Club, the Secretary shall, at least twenty-one (21) days before the date fixed for the holding of the general meeting, cause notice to be sent to each Full Member in the manner provided in subclause 7.4.1 above in addition to the intention to propose the resolution.

7.4.3 No business other than that specified in the notice under subclause 7.4.1 above

shall be transacted at the general meeting except, in the case of an annual general meeting, business which may be transacted pursuant to subclause 7.2.2 above.

7.4.4 Subject to subclause 7.4.2 above, a Full Member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary, who shall include that business in the next notice calling a general meeting after receipt of the notice.

7.4.5 In the case of an annual general meeting or special general meeting, the notice given convening it must specify the type of meeting being convened.

7.5. Presiding at General Meetings

At a general meeting of the Members:

7.5.1 the President is to preside.

7.5.2 if the President is absent or unwilling to preside, the Vice President is to preside.

7.5.3 if the President and the Vice President are absent or unwilling to preside, the Secretary is to preside; and

7.5.4 if the President and Vice President and Secretary are absent or unwilling to preside, the Full Members present will elect one of their number to preside at the general meeting by simple majority.

7.6. Quorum of General Meetings

7.6.1 No item of business shall be transacted at a general meeting unless a quorum of Full Members is present during the time the meeting is considering that item.

7.6.2 No less than ten percent (10%) of the total number of Full Members or twenty (20) Full Members, whichever is the lesser, constitute a quorum for the transaction of the business of a general meeting.

7.6.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting is to stand adjourned to the same day in the following week at the same time and at the same place or, if this is not practical, on the same day in the following week and at a time and place as close as practicable to the time and place of the inquorate meeting.

7.6.4 If, at the meeting adjourned under subclause 7.6.2 above a quorum is not present within half an hour after the time appointed for the commencement of the adjourned meeting, the meeting is dissolved.

7.7. Procedure of General Meetings

7.7.1 For the purposes of this part 7, where there is a reference to the Secretary at a

time when the Club does not have a Secretary or when the Secretary is not available, the reference to the Secretary will be a reference to the President.

- 7.7.2 In the case of doubt or difficulty, provided there is not conflict with these rules, meeting procedures shall be as determined by the presiding member of the meeting.

7.8. Adjournment of General Meetings

- 7.8.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of the Full Members present, adjourn the meeting, to a date, time and place to be determined but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 7.8.2 Where a general meeting is adjourned for fourteen (14) days or more, the Secretary shall give written notice of the adjourned meeting to all the Full Members.

7.9. Decision-Making and Voting at General Meetings

- 7.9.1 A motion arising at a general meeting shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, the question is resolved by the chairperson that a resolution has on a show of hands:

- 7.9.1.1. been carried unanimously.
- 7.9.1.2. carried by a particular majority; or
- 7.9.1.3. lost,

and entry to that effect in the minute book of the Club is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 7.9.2 At a general meeting, a poll or secret ballot may be demanded by the chairperson or by not less than three (3) Full Members present in person.
- 7.9.3 Where a poll or secret ballot is demanded at a general meeting, the poll or secret ballot shall be taken immediately by the chairperson and the resolution of the poll or secret ballot on the question shall be deemed to be the resolution of the meeting on that matter.
- 7.9.4 The Full Members, and only the Full Members, may cast one (1) vote each on

every question put before a general meeting.

- 7.9.5 All votes at a general meeting are to be given personally by the Full Member and, for the avoidance of doubt, proxy voting is not permitted at any general meeting of the Club.
- 7.9.6 The chairperson at the general meeting has a vote and, in the case of an equality of votes on a question at a general meeting, the chairperson is entitled to exercise a second or casting vote.
- 7.9.7 Any Member who may have a material or pecuniary interest on the question being considered shall declare such interest at the meeting and must disqualify and absent themselves from the debate and, in the case of a Full Member, refrain from exercising their vote in respect of that question being considered.

7.10. Special Resolutions

Subject to the Act and clause 7.12 below, a special resolution is adopted if:

- 7.10.1 notice of the general meeting given not less than twenty-one (21) days from the date of the general meeting specifying the intention to propose the resolution as a special resolution was given in accordance with the Act and this Constitution.
- 7.10.2 a majority of votes comprising not less than seventy-five percent (75%) of the total number of Full Members present and voting at the general meeting has voted in favour of the special resolution; and
- 7.10.3 the chairperson declares the result of the resolution being put to the vote pursuant to subclause 7.9.1 above.

7.11. Extraordinary Special Resolutions

Subject to the Act and clause 7.12 below, an extraordinary special resolution is adopted if:

- 7.11.1 notice of the general meeting given not less than twenty-one (21) days from the date of the general meeting specifying the intention to propose the resolution as an extraordinary special resolution was given in accordance with the Act and this Constitution.
- 7.11.2 a majority of votes comprising not less than ninety percent (90%) of the total number of Full Members present and voting at the general meeting has voted in favour of the extraordinary special resolution; and
- 7.11.3 the chairperson declares the result of the resolution being put to the vote pursuant to subclause 7.9.1 above.

7.12. Directions from the Regulatory Authority

If it is found to be impossible or impractical for a required special resolution or

extraordinary special resolution to be adopted, the Committee may act in accordance to any directions by the Registry of Cooperatives and Associations of New South Wales or its successor or any relevant regulatory authority in relation to the matter.

7.13. Location of General Meetings

7.13.1 Subject to subclause 7.13.2 below, all general meetings, including annual general meetings and special general meetings, must be held within thirty kilometres (30 km) from the Tamworth post office.

7.13.2 A general meeting may be held more than thirty kilometres (30 km) from the Tamworth post office if the Members have by ordinary resolution in an earlier general meeting of the Club agreed to have a specific general meeting or all their subsequent general meetings at a location outside the specified area.

8. MANAGEMENT

8.1. Management by Committee

8.1.1 The Committee is responsible for the management of the internal affairs of the Club.

8.1.2 Without limiting the effect of any other provision of this Constitution, the Committee is responsible for ensuring the Club's continuing compliance with:

8.1.2.1. the constitution of any affiliated State or National Association.

8.1.2.2. the Act.

8.1.2.3. this Constitution; and

8.1.2.4. all applicable laws and regulations, particularly those relevant to the regulation and licensing of firearms, such as the *Firearms Act 1996* (NSW) or its successor.

8.1.3 The powers of the Club, including but not limited to those of the Committee, may be exercised by the President between meetings of the Committee, save that any power so exercised by the President is subject to confirmation and ratification by the Committee at the immediately subsequent meeting of the committee.

8.1.4 When the President exercises a power of the Club or the Committee under subclause 8.1.3 above, the President must inform any interested or affected third party that such exercise of power by the President is subject to confirmation and ratification by the Committee.

8.1.5 The Committee has discretion to appoint a Club Armourer under the Firearms Registry Club's Armourer licence (P643). The Committee is to determine the duties of the Armourer and set out those duties in writing. The Committee is to provide the Armourer with a copy of those duties.

8.2. Conduct of Committee Meetings

- 8.2.1 The Committee shall meet at least three (3) times in each period of twelve (12) months at such place and time as the Committee may determine for its convenience.
- 8.2.2 Additional meetings of the Committee may be convened at the request of the President or by any member of the Committee.
- 8.2.3 Written notice of a meeting of the Committee must be given by the Secretary to each member of the Committee at least seven (7) days or such other shorter period as may be unanimously agreed upon by the Committee, before the time appointed for the holding of the meeting.
- 8.2.4 Notice of a meeting of the Committee given under subclause 8.2.3 above must specify the general nature of the business to be transacted at that meeting and no business other than that business shall be transacted at the meeting unless unanimously agreed to otherwise by the Committee at the meeting.
- 8.2.5 Subject to subclause 8.2.8 below, any five (5) members of the Committee or fifty percent (50%) of the members of the Committee, whichever is greater, constitute a quorum for the transaction of the business at a meeting of the Committee.
- 8.2.6 No business shall be transacted by the Committee 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 stands adjourned to the same place and at the same hour of the day in the following week and the President or the Secretary must inform all members of the Committee of the adjournment. If it is not possible to adjourn the meeting to the same place at the same hour of the day in the following week for practical reasons, the meeting shall be adjourned to a date, time and place within two (2) weeks of the time appointed for the meeting as agreed to by the members of the Committee present.
- 8.2.7 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- 8.2.8 At a meeting of the Committee:
 - 8.2.8.1. the President shall preside.
 - 8.2.8.2. if the President is absent or otherwise unwilling or unable to preside, the Vice President shall preside.
 - 8.2.8.3. if the President and Vice President are absent or otherwise unwilling or unable to preside, the Secretary shall preside; and
 - 8.2.8.4. if the President and Vice President and Secretary are absent or otherwise unwilling or unable to preside, it shall be deemed that there is no quorum present.

8.3. Decisions of and Voting on the Committee

- 8.3.1 Questions arising at meetings of the Committee shall be determined by a majority of votes only by members of the Committee present at the meeting. No proxy voting is permitted on the Committee.
- 8.3.2 Subject to subclause 8.3.5 below, each member of the Committee present at a meeting of the Committee, including the person presiding at the meeting is entitled to one (1) vote and in the event of an equality of votes on any question, the person presiding at the meeting may exercise a second or casting vote.
- 8.3.3 The Committee may act notwithstanding any casual vacancy on the Committee at the time of the resolution.
- 8.3.4 Subject to subclause 8.3.5 below, any act or thing done or suffered, or purported to have been done or suffered by the Committee is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee.
- 8.3.5 Any person present and entitled to vote at a meeting of the Committee who might have a material or pecuniary interest in the matter being considered shall give notice to the meeting of such interest and shall disqualify and absent themselves from debate and voting in respect of that matter being considered.

8.4. Indemnity for the Committee

- 8.4.1 Every member of the Committee is indemnified out of the funds of the Club against any liability incurred in the proper discharge of any duty or function undertaken on behalf of the Club and in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the member or in which the member is acquitted.
- 8.4.2 No member of the Committee is responsible for:
- 8.4.2.1. any other member of the Committee.
 - 8.4.2.2. the insufficiency or deficiency in value of, or title to any property or security acquired or taken on behalf of the Club; or
 - 8.4.2.3. anything done in the execution of their duties of their offices or in relation thereto, or otherwise than their own wilful or reckless act or default.

9. DUTIES AND ELECTIONS OF COMMITTEE MEMBERS

9.1. Composition of the Committee and the Executive

- 9.1.1 Subject to subclause 9.1.5 below, the Committee at any time comprises the

following Office Bearers:

9.1.1.1 President.

9.1.1.2 Vice President.

9.1.1.3 Secretary.

9.1.1.4 Assistant Secretary.

9.1.1.5 Treasurer.

9.1.1.6 Club Captain.

9.1.1.7 Vice-Captain.

9.1.1.8 Scorer; and

9.1.1.9 five other Committee members.

9.1.2 The Executive shall consist of the President, Vice President, the Secretary, the Treasurer, and the Captain.

9.1.3 The Office Bearers are the Executive and other members of the Committee who occupy positions as determined by the Members in annual general meeting from year to year.

9.1.4 Subject to subclause 9.1.5 below, no single Member may hold two (2) or more offices on the Committee at the same time.

9.1.5 The offices of the Secretary and the Treasurer may be held by the same person at any given time.

9.2. Duties of the President

It is the duty of the President to:

9.2.1 be the senior executive officer and Principal leader of the Club.

9.2.2 exercise overall responsibility for the administration of the Club.

9.2.3 be a member, ex-officio, of all regular and special committees.

9.2.4 cast a second or deciding vote whenever voting is equal on any matter.

9.3 Duties of the Vice President

It is the duty of the Vice President to:

9.3.1 accept the full responsibilities of the President in the absence, or at the request of the President.

9.3.1 carry out any other duties given him by the President.

9.4 Duties of the Secretary

It is the duty of the Secretary to ensure that:

9.4.1 as soon as practicable after being appointed as Secretary, lodge notice with the Proper Authority of his or her address as required by the Act.

9.4.2 to keep minutes of:

9.4.2.1. all appointments of Office Bearers.

9.4.2.2. the names of persons on the Committee present at a meeting of the Committee or a general meeting of Members; and

9.4.2.3. all proceedings at meetings of the Committee or general meetings of Members.

9.4.3 the minutes of proceedings at a meeting of the Committee are signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting of the Committee following a resolution confirming the minutes as being correct.

9.4.4 attend to the correspondence of the Club and all other duties as imposed on the Club by the Act or New South Wales Firearms Legislation or as directed by the Committee.

9.5. Duties of Assistant Secretary

It is the duty of the Assistant Secretary to:

9.5.1 accept the full responsibilities of the Secretary in the absence, or at the request of the Secretary.

9.5.2 carry out any other duties given him by the Secretary.

9.6. Duties of the Treasurer

It is the duty of the Treasurer to ensure that:

9.6.1 all money due to the Club is collected and received and that all payments

authorised by the Club are made.

- 9.6.2 correct books and accounts are kept showing the financial affairs of the Club including full details of all receipts and expenditures connected with the activities of the Club; and
- 9.6.3 Recommend to the Committee the appointment of a Certified Practising Accountant to provide a Statement of Assessment of the Club's finances for the ensuing Financial Year.
- 9.6.4 Ensure a Statement of Assessment is prepared in accordance with Australian Accounting Standards, and that statement is presented at each annual general meeting for the financial year, after presentation to the Committee.

9.7 Duties of the Captain

It is the duty of the Club Captain to:

- 9.7.1 exercise control of all ranges of The Club.
- 9.7.2 ensure that a full record is maintained of all Club firearms, and that all provisions of the Act are followed with respect to the safekeeping, transport and safe handling of said firearms.
- 9.7.3 be responsible for the conduct of all competitions in accordance with the Constitution of The Club, and any Range Standing Orders adopted by the Club.
- 9.7.4 be responsible for ensuring that members receive appropriate instruction in the discipline of target shooting.
- 9.7.5 be responsible for ensuring the observance of all safety precautions on the ranges of The Club; and
- 9.7.6 appoint such Range Officials as he deems necessary for the safe conduct of all ranges of The Club. Such Range Officials shall perform any other duties as directed.

9.8 Duties of the Vice-Captain

It is the duty of the Vice-captain to:

- 9.7.1 accept all the responsibilities of the Captain in the absence of, or at the request of, the Captain; and
- 9.7.2 perform such duties as are directed by the Captain.

9.9 Duties of the Scorer

It is the duty of the Scorer to:

- 9.9.1 ensure a full Attendance record is maintained to comply with licensing requirements.
- 9.9.2 record the scores of all Club and Inter-Club competitions in which Club members participate; and
- 9.9.3 maintain a grading record in accordance with the Club's requirements and the requirements of any State or National Association to which the Club is affiliated.

9.10 Duties of the Public Officer

- 9.10.1 The Public Officer shall be an Ordinary Member elected by the Members in General Meeting to carry out all the duties required by this Constitution and the Act.
- 9.10.2 The Public Officer must be over the age of eighteen (18) years and reside in New South Wales.
- 9.10.3 It is the responsibility of the Committee to ensure the position of Public Officer does not remain vacant for more than fourteen (14) days.

9.11. Restrictions on Office Bearers

A Member is not eligible to be nominated or elected to the Committee and, if elected to the Committee, must resign from the Committee in writing with immediate effect if:

- 9.11.1 the Member is not or ceases to be a Full Member.
- 9.11.2 the Member is convicted of a felony or indictable offence in the previous twelve (12) years.
- 9.11.3 the Member is convicted of an offence that renders them ineligible to apply for and/or obtain or retain a firearm licence.
- 9.11.4 the Member holds an executive, committee or other office with other shooting bodies or Clubs and prior approval of the nomination and/or election by the Board and the Full Members in general meeting was not obtained.
- 9.11.5 the Member holds any office with any Club other than a registered political party that, in the opinions of the Committee opposes the objects or purposes of the Club.

9.12 Term and Nature of Offices

- 9.12.1 Each Member on the Committee shall, subject to the other provisions of this Constitution, hold office immediately upon election or appointment until the time of the immediately following annual general meeting in which another

Member is elected to the position on the Committee.

9.12.2 Members of the Committee are eligible for re-election.

9.12.3 Service as an Office Bearer is honorary and voluntary and no member of the Committee may be paid, either directly or indirectly and either in cash or in kind, for any services rendered as an Office Bearer and/or a member of the Committee.

9.13 Nominations and Elections of Office Bearers

9.13.1 Elections of the Office Bearers are to take place:

9.13.1.1. at each annual general meeting of the Club after the business of the previous annual general meeting has been completed and confirmed, all reports have been made, and immediately following the last report by office bearers; or

9.13.1.2. at a special general meeting convened under clause 7.3 above.

9.13.2 The annual general meeting or the special general meeting is to appoint a Returning Officer and, if deemed necessary and appropriate, assistants to the Returning Officer, who:

9.13.2.1. are not existing Office Bearers.

9.13.2.2. will not be eligible for nomination or election as Office Bearers at that annual general meeting or special general meeting as a result of their appointment; and

9.13.2.3. are Full Members of the Club.

9.13.3 It is the responsibility of the Returning Officer to:

9.13.3.1. preside over the annual general meeting or special general meeting during the election of the Office Bearers.

9.13.3.2. call for nominations for candidates to fill the vacant offices on the Committee; and

9.13.3.3. conduct the elections of the Committee.

9.13.4 Nominations of candidates to fill the vacant offices on the Committee:

9.13.4.1. are to be called for by the Returning Officer individually for each office in the order listed in clause 9.1 above.

- 9.13.4.2. can only be accepted after a candidate, who must be a Full Member at the time of the annual general meeting or special general meeting:
- 9.13.4.2.1. has been nominated to the Returning Officer in writing by one Full Member not later than fourteen (14) days prior to the annual general meeting or special general meeting and which nominating member has affixed their signature to the nomination.
- 9.13.4.2.2. whose nomination has been seconded by another Full Member In writing and signed by the hand of the seconding member fourteen (14) days prior to the meeting.
- 9.13.4.2.3. has stated their acceptance of the nomination to the Returning Officer either in person or in writing signed by the hand of the candidate fourteen (14) days prior to the meeting; and
- 9.13.4.2.4. has stated that they are not restrained from being nominated or elected to the Committee by the restrictions imposed under clause 9.11 above.
- 9.13.5 If no nominations in writing are accepted by the Returning Officer for any given vacant office in accordance with clause 9.13.4.2, the Returning Officer may accept nominations from the members in General Meeting or Special General Meeting provided that the member being nominated is present at the meeting or has stated their acceptance of the nomination to the Returning Officer in person.
- 9.13.6 If no nominations are accepted by the Returning Officer for any given vacant office, then such office is deemed to be a casual vacancy as from the conclusion of the annual general meeting or special general meeting.
- 9.13.7 If only one (1) nomination is accepted by the Returning Officer for any given vacant office, then the relevant candidate is deemed to be elected.
- 9.13.8 If more than one (1) nomination is accepted by the Returning Officer for any given vacant office, a secret ballot of the Full Members present shall be held to elect the new Office Bearer.
- 9.13.9 The term of the elected Office Bearers commences on the conclusion of the annual general meeting or special general meeting at which the Office Bearer was elected.

9.14 Casual Vacancies on the Committee

- 9.14.1 For the purpose of this Constitution, a casual vacancy in an office of the Committee occurs if a person on the Committee:
- 9.14.1.1. dies.

9.14.1.2. resigns their office by notice in writing given to the Secretary.

9.14.1.3. is no longer eligible for office for one or more of the reasons listed under clause 9.11 above.

9.14.1.4. is removed from office under clause 9.14 below.

9.14.1.5. becomes of unsound mind or whose person or estate is being dealt with in any way under guardianship law relating to mental health; or

9.14.1.6. in the reasonable opinion of the Committee, is absent from three (3) or more consecutive meetings of the Committee without justified cause.

9.14.2 Subject to subclause 9.13.3 below, in the event of a casual vacancy occurring on the Committee, the Committee may appoint a Full Member to fill the vacancy and the Full Member so appointed shall hold office, subject to this Constitution, until the next annual general meeting.

9.14.3 In the event of five (5) or more casual vacancies occurring on the Committee, separately or together between annual general meetings, then a special general meeting shall be called by the Committee to fill such vacancies.

9.14.4 If the casual vacancy arose from the removal of an Office Bearer under clause 9.15 below, the Committee may not appoint the person removed from office to fill the casual vacancy occasioned by their removal.

9.15 Removal of an Office Bearer

9.15.1 Subject to clause 9.13.4, the Full Members in general meeting may by special resolution and secret ballot remove any Office Bearer from office with immediate effect before the expiration of the person's term.

9.15.2 Notice of the proposed resolution to remove the Office Bearer for the purpose of subclause 9.14.1 above must be sent with the notice of the general meeting in accordance with clause 7.4 above.

9.15.3 The Office Bearer to whom a proposed resolution for the purpose of subclause 9.14.1 above relates must:

9.15.3.1. be provided with all relevant materials concerning the case against the Office Bearer at the same time as the notice for the general meeting is given under subclause 9.14.2 above.

9.15.3.2. be permitted to attend the proposed general meeting.

9.15.3.3. be permitted to address the proposed general meeting on any matter of relevance to the proposed resolution to remove them from office, subject to the customary rules and procedures for conducting a

general meeting; and

9.15.3.4. be permitted to make written representations and have them distributed to all Full Members present at the general meeting.

9.15.4 If an Office Bearer is removed under this clause 9.14, the Members at the same general meeting may by ordinary resolution determine to conduct an election immediately to fill that casual vacancy only, in accordance with clause 9.12 above. If the Members do not so resolve, the vacant office would become a casual vacancy for the purposes of clause 9.13 above.

10. SUBCOMMITTEES

10.1. Delegation to Subcommittees

10.1.1 The Committee or the Full Members in general meeting may, by instrument in writing, delegate to one or more subcommittees comprising Full Members the exercise of such of the powers and functions of the Committee as are specified in the said instrument and subject to any condition or limitation, other than:

10.1.1.1. this power of delegation.

10.1.1.2. a power to contract with third parties or to incur a binding obligation on the Club to a third party.

10.1.1.3. a power, function or obligation specifically imposed on the Committee by the Act or by any other legislation.

10.1.1.4. a power, function or obligation specifically imposed on an Office Bearer by the Act or any other legislation; and

10.1.1.5. a power, function or obligation specifically imposed on an Office Bearer by the Constitution, including but not limited to clauses 9.2 to 9.4 inclusive above.

10.1.2 In any delegation of power to a subcommittee under subclause 10.1.1 above, the Committee must state the specific requirements for reporting to and ratification by the Committee in the written instrument of delegation.

10.1.3 A function, the exercise of which has been delegated to a subcommittee under this clause 10.1 may, while the delegation remains unrevoked under subclause 10.1.6 below, or until the following annual general meeting, whichever is earlier, be exercised by the subcommittee in accordance with the terms of the delegation.

10.1.4 Notwithstanding any delegation under this clause 10.1, the Committee may continue to exercise any function delegated.

10.1.5 Unless and until any act or thing done or suffered by that subcommittee is ratified by the Committee, any such act or thing will have no force and effect.

10.1.6 The Committee or the Full Members in general meeting may, by instrument in writing, revoke wholly or in part any delegation under this clause 10.1 regardless of whether it was the Committee or the Full Members in general meeting that delegated the function to the relevant subcommittee under subclause 10.1.1 above.

10.2. Composition of Subcommittees

10.2.1 The Committee or the Full Members in general meeting may appoint or remove one or more Full Members to a subcommittee.

10.2.2 Only Full Members may be appointed to a subcommittee.

10.2.3 Unless specified otherwise in this Constitution, the Committee or the Full Members in general meeting may prescribe any limit on the number of Full Members on a subcommittee.

10.3. Meetings and Procedures of Subcommittees

10.3.1 The chairperson of each subcommittee shall be responsible for the meeting and the adjournment of the meetings of such subcommittee and such subcommittee may meet and adjourn as it thinks proper.

10.3.2 The Committee may call a meeting of any subcommittee from time to time as the former sees fit or necessary.

10.3.3 Meetings of subcommittees are to be conducted in accordance with clauses 8.2 and 8.3 above as if it is the Committee for the purposes of that clause.

10.4. Part Not to Apply to Disciplinary Procedure

Nothing in this Part 10 applies to the Member Discipline Procedures.

11. FINANCIAL MATTERS

11.1. Financial Year

The Financial Year of the Club is from 1 July to 30 June in the following year.

11.2. Financial Control

Subject to the Act and this Constitution, the Committee is to have complete and unfettered control of all aspects of the financial affairs of the Club.

11.3. Sources of the Funds of the Club

11.3.1 The funds of the Club shall be derived from:

11.3.1.1. rebates and grants from the NSW Association and/or the National Association to which the Club is affiliated.

11.3.1.2. gifts, bequests, and donations.

11.3.1.3. membership subscriptions, fees, or levies; and

11.3.1.4. such other sources as the Committee determines or receives including rents and business income.

11.3.2 The funds of the Club must not be:

11.3.2.1. conditional on any action that is unlawful and/or contrary to the objects or purposes of the Club; or

11.3.2.2. derived directly or indirectly from a source that is unlawful and/or contrary to the objects or purposes of the Club.

11.3.3 All money received by the Club shall be deposited by the Treasurer or a person so authorised by the Treasurer as soon as practicable, and with no deduction or setoff, to the credit of the bank account of the Club.

11.3.4 The Treasurer or a person so authorised by the Treasurer shall, as soon as practicable after receiving any money, issue an appropriate receipt or tax invoice.

11.3.5 All subcommittees, sections and/or groups within the Club are precluded from holding monies or accounts in the name of the subcommittee, section or in any other group or an individual's name on behalf of the subcommittee, section and/or group. All such funds, receipts and expenses shall be passed through the Committee.

11.4. Management of Funds

11.4.1 Subject to the Act and this Constitution, the assets and income of the Club shall be applied solely in the furtherance of the objects and purposes of the Club as set out in clause 4.3 above.

11.4.2 No portion of the assets and income of the Club shall be distributed or paid, directly or indirectly, to the Members except as *bona fide* and reasonable payment for services rendered or expenses incurred on behalf of the Club as approved by the Committee.

11.4.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two members of the Executive.

11.5. Audit

- 11.5.1 Subject to the Act and where required by the Act, or the Full Members in general meeting, the Club is to appoint a Certified Practicing Accounting Practice to provide a Statement of Assessment of the Club's finances for the ensuing Financial Year; and such appointment is to be made by the Full Members at the annual general meeting.
- 11.5.2 The Certified Accounting Practice so appointed under subclause 11.5.1 above:
- 11.5.2.1. must be in public practice.
 - 11.5.2.2. must be a Certified Practicing Accountant auditor registered with the Australian Securities and Investments Commission under the *Corporations Act 2001* (Cth) or its successor.
- 11.5.3 The Certified Practicing Accountant must conduct an assessment at regular intervals as required by The Act or if The Act does not specify then once during the Financial Year and do so by examining all financial records of the Club and furnishing a report thereon to the Members at the annual general meeting.
- 11.5.4 Unless the Certified Practicing Accountant resigns or otherwise notifies the Secretary of their intention not to seek reappointment as the assessor:
- 11.5.4.1. notice of the intention to nominate an auditor in replacement of the current Certified Practicing Accountant must be given to the Secretary at least fourteen (14) days before the annual general meeting.
 - 11.5.4.2. such nomination must be sent by the Secretary to the current Certified Practicing Accountant no less than seven (7) days before the annual general meeting; and
 - 11.5.4.3. the current Certified Practicing Accountant is entitled to attend the annual general meeting and, if requested, be heard at such meeting.

11.6. Insurance

- 11.6.1 The Club may take out and maintain insurance as appropriate for the Club's assets and liabilities. The Club may affect and maintain insurance as required by the Act and may do so, in all or in part, by insurance policies obtained from the NSW Association or the National Association to which the Club is affiliated from time to time (if any).
- 11.6.2 In addition to the insurance required under subclause 11.7.1 above, the Club may affect and maintain other insurance as the Committee deems fit, necessary and appropriate.

11.7. Annual Returns

The Club must within one month of the date of the Annual General Meeting lodge

with the Registrar of Cooperatives and Associations or its' successor Government Department:

11.7.1 any document required to be lodged annually pursuant to the Act or Regulations.

11.7.2 the minutes of the annual general meeting if required; and

11.7.3 the audited financial reports for the previous Financial Year as presented at the annual general meeting.

12. MEMBER DISCIPLINE

12.1. Grounds for Discipline of Members

The Committee may, on its own motion or after receipt of a complaint from a Full Member, and after any investigation conducted on behalf of the Committee and upon the Committee determining that sufficient grounds exist, hear a complaint against a member that, in the opinion of the Committee:

12.1.1 has brought the Club into disrepute.

12.1.2 has breached this Constitution or the Act in a material manner.

12.1.3 has misappropriated funds and/or property of the Club.

12.1.4 has wilfully acted inconsistently with the objects and purposes of the Club in a material manner.

12.1.5 has significantly impaired and/or removed the ability of one or more Members to enjoy the benefits of their membership of the Club without hindrance, interference, or obstruction.

12.1.6 has committed an act of abuse or violence against another Member.

12.1.7 has breached the provisions of any code of conduct published to the Members by the Committee; or

12.1.8 has wilfully breached the provisions of any range standing orders or safety directive published to the Members by the Committee.

12.2 Refusal to Deal with Complaint

The committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

12.3 Procedure

If the committee decides to determine the complaint, the committee:

12.3.1 must cause notice of the complaint to be served on the member concerned,

(hereafter “the Respondent”) and

12.3.2 must give the Respondent at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and

12.3.3 must take into consideration any submissions made by the Respondent in connection with the complaint; and

12.3.4 apply the rules of natural justice to the determination of the complaint.

12.4 Determination

If after considering the complaint and any submissions made in connection with the complaint, the committee is satisfied that the facts alleged in the complaint have been proved, it may by resolution:

12.4.1 issue a reprimand to the member; and/or

12.4.2 determine that the Club membership of the Respondent shall be subject to a probationary period of not greater than twelve (12) months; or

12.4.3 suspend the membership of the Respondent for a period of not greater than three (3) years during which time the Respondent shall not be a member of the Club for the purposes of the New South Wales Firearms Legislation; or

12.5.4 expel the member from the Club.

12.5 Notice

12.5.1 If the committee finds the complaint against the Respondent proven, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the:

12.5.1.1 action taken.

12.5.1.2 the reasons given by the committee for having taken that action; and

12.5.1.3 the member’s right of appeal.

12.5.2 The expulsion or suspension does not take effect:

12.5.2.1 until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or

12.6.2.2 if within that period the member exercises the right of appeal, unless and until the Club in General Meeting confirms the resolution under clause 12.

whichever is the later.

12.6 Right of Appeal of Disciplined Member

12.6.1 A member may appeal to the Club members in general meeting against a resolution of the committee under clause 11, within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.

12.6.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

12.6.3 On receipt of a notice from a member under subclause 12.6.1, the Secretary must notify the committee which is to convene a general meeting of the Club members to be held within 28 days after the date on which the Secretary received the notice.

12.6.4 At a general meeting of the Club members convened under subclause 12.6.3:

12.6.4.1 no business other than the question of the appeal is to be transacted, and

12.6.4.2 the committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and

12.6.4.3 the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

12.6.4.4 The appeal is to be determined by a simple majority of votes cast by members of the Club.

12.6.5 If a quorum of members cannot be achieved at the General Meeting convened Under clause 12.6.3 the Appeal shall fail, and the decision of the Committee at Clause 12.4 shall be upheld.

13. COMMON SEAL, RECORDS AND REGISTER OF MEMBERS

13.1. Maintenance of the Register of Members

The Club will establish and maintain the Register specifying the name, membership category and contact details of the Members of the Club.

13.2. Common Seal of the Club

13.2.1 The Common Seal (if any) of the Club shall be kept in the custody of the Public Officer.

13.2.2 The Common Seal must not be affixed to any instrument except by the authority of the Committee and the affixing of the Common Seal shall be attested to by the signatures of the Public Officer or Secretary and any one of

the President, or Vice President.

13.2.3 A register shall be kept by the Secretary of all documents to which the Common Seal is attached and shall include the names of the signatories and the date.

13.2.4 The Common Seal is not required to execute a document.

13.3. Custody of the Books of the Club

13.3.1 Except as otherwise provided by these rules, the Secretary shall keep in his or her custody or under his or her control all records, books and other documents relating to the Club.

13.4. Inspection of Books of the Club

13.4.1 Subject to subclause 13.4.2 below, the records, books, registers, and other documents of the Club shall be open to inspection, free of charge, by a Member at any reasonable hour and at the convenience of the Secretary, provided that the Member has given written notice to the Secretary at least fourteen (14) days prior to the date of inspection.

13.4.2 The Committee may, at its sole discretion, withhold from inspection those parts of its records, books, registers, and documents that it considers may infringe the confidential or personal rights of one or more Members or that may be detrimental to the objects and purposes of the Club.

14. AMENDMENT TO THE CONSTITUTION

14.1. Procedure for Amending the Constitution

the Club may amend the Constitution if:

14.1.1 notice of a special resolution with the proposed amendments were sent out with the notice given under subclause 7.4.2 above.

14.1.2 the Full Members adopt a special resolution to that effect; and

14.1.3 the Public Officer lodges the Constitution as amended with the Registrar of Cooperatives and Associations or its successor in accordance with the requirements of the Act.

15. MEMBERSHIP RIGHTS AND LIABILITIES

15.1. Membership Entitlements Not Transferable

A right, privilege, entitlement, duty, or obligation that a person has by reason of being a member:

15.1.1 is not capable of being transferred or transmitted to another person; and

15.1.2 terminates on cessation of that person's membership of the Club.

15.2. Limitation of Liability of Members

The liability of a member to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the Member in respect of their Prescribed Subscription for the current Membership Year.

15.3. Non-Profit Club Status

15.3.1 Nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Club to act other than in accordance with the Act and the maintenance of its not for profit status.

15.3.2 If the Club is a deductible gift recipient for the purposes of the *Income Tax Assessment Act 1997* (Cth), nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Club to act other than in accordance with that Act and in maintenance of its deductible gift recipient status.

16. NOTICES

16.1. Method of Giving Notice to Members

Subject to clause 16.3 below, for the purpose of this Constitution, a notice may be served by or on behalf of the Club upon a Member either by:

16.1.1 hand delivery personally.

16.1.2 sending it by ordinary prepaid post, express post, registered post, or courier to the Member at the Member's address entered in the Register.

16.1.3 electronic communications such as email and text message to the Member's nominated email address or mobile telephone number.

16.1.4 the Club will utilise electronic communications as a preference unless the Member has given notice in writing to the Club of their unwillingness to receive notices from the Club by electronic communication.

16.2. Deemed Date of Receipt

For the purposes of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:

16.2.1 in the case of a Notice given or served personally, on the date on which it is received by the addressee; and

16.2.2 in the case of a notice sent by pre-paid post, on the third business day after

posting; and

16.2.3 in the case of a notice sent by electronic communication or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

16.3. Registered Post or Courier Required for Certain Notices

All notices required to be sent to an office bearer under clause 9.15 above or to a Member under subclause 12.5 must be sent by the Club in a form that requires signature by the Member upon receipt, but the notice is deemed to be served on the Member at the time at which a standard letter would have been delivered in the ordinary course of post as defined in clause 16.2.

17. WINDING UP OF THE CLUB

17.1. Dissolution by Special Resolution

The Club may, by extraordinary special resolution:

17.1.1 decide to dissolve the Club; or

17.1.2 resign its membership of any New South Wales or National Association with which it is affiliated.

17.2. Surplus Assets of the Club

In the event of the Club being wound up, the property that remains after the satisfaction of all debts and liabilities shall be paid and applied to a Club which is exempt from income tax under the *Income Tax Assessment Act 1936* (Cth) or its successor legislation in the following order:

17.2.4 to some other sporting association in the Tamworth Regional Council area of New South Wales, having objects and purposes similar to those of the Club to be determined by a special resolution at a general meeting of the Club at the time of its dissolution; or

17.2.5 to any other non-profit sporting Club to be determined by a special resolution at a general meeting of the Club at the time of its dissolution.
