

ASSOCIATIONS INCORPORATION ACT 1985

CONSTITUTION

SOUTH AUSTRALIAN SYNCHRONISED ICE SKATING CLUB INC

As adopted on 11 December, 2015

submitted by:

*Public Officer*

signed

date

# THE RULES OF THE ASSOCIATION

## PART 1 – PURPOSE

### 1 Name of the Incorporated Association

The name of the incorporated association is the South Australian Synchronised Ice Skating Club, Incorporated, also known as SASISC Inc, referred to herein as 'the Club'.

The Club is a not-for-profit association incorporated under the *South Australian Associations Incorporation Act 1985* ('the Act')

### 2 Definitions

- 2.1 'By-Law' means a regulation, rule, policy or determination (however described) of the Club that is subordinate to this Constitution
- 2.2 'Commission' means the Corporate Affairs Commission
- 2.3 'Committee' means the Committee of Management of the Club
- 2.4 'Financial Year' means the 12 month period commencing 1 January and ending 31 December each year, or as otherwise determined by the Members.
- 2.5 'General Meeting' means a general meeting of Members of the Club convened in accordance with these Rules
- 2.6 'Governing body/bodies' means the hierarchy of ISU, ISA and SAISA, together or any one of them
- 2.7 'Ineligible Person' means a person who is deemed to be ineligible or declared to be ineligible in accordance with the Rules of the Governing Bodies
- 2.8 'ISA' means Ice Skating Australia (the peak Australian Governing Body for the Sport)
- 2.9 'ISU' means the International Skating Union (the peak World Governing Body for the Sport)
- 2.10 'Member' means a Member of the Club
- 2.11 'Membership Year' is contemporaneous with the Financial Year unless otherwise defined in a By-Law
- 2.12 'Month' shall mean a calendar month.

- 2.13 'SAISA' means the South Australian Ice Skating Association Inc. (the peak State Governing Body for the Sport)
- 2.14 'Special Resolution' means a special resolution defined in the Act
- 2.15 'Synchronised skating' means that particular discipline of the Sport as defined in the Rules of the Governing Bodies
- 2.16 'The Act' means the *South Australian Associations Incorporation Act 1985*
- 2.17 'Theatre on Ice' means that particular discipline of the Sport as defined in the Rules of the Governing Bodies
- 2.18 'The Sport' means figure skating on ice as described in the Rules of the Governing Bodies

### **3 The Objects**

The Objects of the Club are to:

- 3.1 encourage, promote and advance ice skating as a team sport, including the disciplines of synchronised skating and theatre on ice and any other form of artistic skating by a group of skaters (but not including pairs or dance couples)
- 3.2 establish and manage ice skating teams for each discipline
- 3.3 enter teams of Members in Australian and international competitions
- 3.4 maintain and enhance the reputation of the Sport and standards of participation and behaviour of Members
- 3.5 be in alignment with the Objects of ISA and SAISA and to affiliate with SAISA
- 3.6 undertake and or do other things or activities which are necessary, incidental or conducive to the advancement of these Objects.

### **4 The Powers**

For furthering the Objects, the Club has the specific rights, powers and privileges conferred on it by section 25 of the Act.

## **PART 2 – MEMBERSHIP**

### **5 Membership**

The Members of the Club may consist of:

- 5.1 Life Members (at the discretion of the Club)
- 5.2 Ordinary Members
- 5.3 Junior Members
- 5.4 Associate Members
- 5.5 Corporate Members (at the discretion of the Club)

### **6 Admission of Members**

- 6.1 A candidate for membership must apply to the Committee in writing.
- 6.2 The application must:
  - 6.2.1 be in a form approved by the Committee;
  - 6.2.2 contain full particulars of the name and address and contact details of the applicant; and contain any other information prescribed by Regulation or required by the Committee for a valid application for membership.
- 6.3 A candidate or Member may be a Member of another Affiliated Club of SAISA or of another ISA Member, provided that there is no conflict of interest in so doing.

### **7 Discretion to Accept or Reject Application**

- 7.1 The Committee may not accept or continue as a Member any person who is in default in any obligations to SAISA or to any other Affiliated Club of SAISA or who is disqualified by SAISA or any other Affiliated Club of SAISA.
- 7.2 The Committee may not accept or continue as a Member any person who is in default in any obligations to an interstate member of ISA or to any Affiliated Club of that interstate member or who is disqualified by an interstate member of ISA or by any Affiliated Club of that interstate member of ISA.

- 7.3 The Committee may accept or reject an Application whether the applicant has complied with the requirements in clause 'Admission of Members' or not. The Committee is not required, nor can it be compelled to provide, any reason for rejection.

## **8 Membership Commencement**

Membership begins on the later to occur of:

- 8.1 acceptance of the application by the Committee; or
- 8.2 payment of any fees payable by the new Member.

## **9 Membership Categories**

### **9.1 Life Membership**

- 9.1.1 Life Membership is the highest honour that can be bestowed by the Club for long-standing and valued service to the Sport in South Australia.
- 9.1.2 Any Member may recommend a person for Life Membership by notice in writing to the Committee. A recommendation made under this clause must include a written report outlining the history of services of the nominee.
- 9.1.3 A person may be appointed as a Life Member only by unanimous vote of the whole Committee.
- 9.1.4 There is no minimum or maximum number of Life Members.
- 9.1.5 A Life Member has all the rights of an Ordinary Member unless they are otherwise an Ineligible Person.
- 9.1.6 A Life Member is not required to pay fees or subscriptions (other than fees and charges that are required to be paid to play in a team representing the Club).

## 9.2 Ordinary Membership

9.2.1 Admission to Ordinary Membership is open to a person of 18 years and above who is of good character and is interested in the Objects of the Club and who is not deemed to be an Ineligible Person.

9.2.2 An Ordinary Member has all the rights of membership described in the Act and this Constitution, subject to any qualifying period for voting rights and for nomination and election to the Committee.

## 9.3 Junior Membership

9.3.1 Admission to Junior Membership is open to a person under 18 years who is of good character and is interested in the Objects of the Club and who is not deemed to be an Ineligible Person.

9.3.2 A Junior Member has all the rights of membership described in the Act and this Constitution, except the right to vote and the right to stand for and be elected as an Officer or Committee Member of the Club.

9.3.3 A Junior Member may transition to Ordinary Member on or after the Junior Member's 18<sup>th</sup> birthday without additional fee for the remainder of the Membership Year.

## 9.4 Associate Membership

9.4.1 Admission to Associate Membership is open to a person of any age who is of good character and is interested in the Objects of the Club and who is unable to comply with the requirements for Ordinary Membership or is a Volunteer assisting the Club in pursuit of its Objects or is a person who provides contracted services to the Club.

9.4.2 An Associate Member has no voting rights and is unable to stand for and be elected to the Committee.

9.4.3 An Associate Member has the right to attend General Meetings as an observer and to participate in the general activities of the Club.

9.4.4 An Associate Member may be a volunteer adviser to the Committee.

## 9.5 Corporate Membership

9.5.1 Admission to Corporate Membership is open to any legal entity of good reputation that is interested in the Objects of the Club and provides sponsorship (in any form) to the Club.

9.5.2 A Corporate Member has no general membership rights but may nominate representatives to respond to invitations to participate in the activities of the Club.

## 10 **Effect of Membership**

This Constitution together with an accepted Application for Membership constitutes a contract between each of the Members and the Club and each Member is bound by:

10.1 this Constitution and the by-laws

10.2 the Constitutions and the by-laws and rules (however described) of the Governing Bodies

10.3 the rules and regulations governing competitions in which the Member participates.

## 11 **Obligations of Members**

Each Member must:

11.1 treat all officials and representatives of the Club, other Clubs and the Governing Bodies with respect and courtesy at all times;

11.2 maintain and enhance the standards, quality and reputation of both the Club and the Sport; and

11.3 not act in a manner unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, the Governing Bodies or the Sport.

## 12 **Subscriptions and Fees**

12.1 The Committee will:

12.1.1 fix annual membership subscriptions;

12.1.2 fix such amounts for the recovery of costs for coaching, transport, ice-time, entry fees and the like;

- 12.1.3 fix such other fees or levies as the Committee considers prudent for the effective and sustainable management of the affairs of the Club; and
- 12.1.4 determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club (the 'Due Date for Payment')
- 12.2 The Committee at its absolute discretion and in accordance with any By-law may vary payment or terms of payment for any debt of a Member if the Committee is satisfied that there are special reasons to do so, but is not bound to do so.
- 12.3 On admission to membership a new Member must pay the current full year's subscription unless the Committee has determined that a pro-rata arrangement applies.

### **13 Unfinancial status**

- 13.1 Any Member whose subscription is outstanding for more than one month after the Due Date for Payment shall cease to be a financial Member of the Club and all rights of Membership shall be suspended until the Payment is made.
- 13.2 Any Member who remains an unfinancial Member for more than three months after the Due Date for Payment shall cease to be a Member of the Club for all purposes, provided always that the Committee may reinstate such a person's membership on such terms as it thinks fit.

### **14 Register of Members**

- 14.1 A register of Members must be kept in accordance with the Act and other legislation and contain:
  - 14.1.1 the name and address of each Member
  - 14.1.2 the date on which each Member was admitted to the club and the membership type
  - 14.1.3 if applicable, the date of and reason(s) for termination of membership
  - 14.1.4 any other information as the Committee considers appropriate or is required by legislation or Rules of the Governing Bodies



- 14.2 Members must provide the Club with the details required by the Club to keep the register complete and up to date.

## 15 Cessation of Membership and Reinstatement

### 15.1 General

A Member ceases to be a Member of the Club if:

- 15.1.1 the Member dies;
- 15.1.2 the Member is dissolved, wound up or bankrupted;
- 15.1.3 the Member remains unfinancial for more than the set period in the Clause 'Subscriptions';
- 15.1.4 the Member resigns from membership in accordance with clause Notice of Resignation; or
- 15.1.5 the Member is expelled from the Club under Clause 15.3 Suspension or Expulsion for Breach.

### 15.2 Notice of Resignation

A Member may resign from membership of the Club on one month's notice in writing to the Secretary of the Club. A resigning Member is liable for any outstanding fees or subscriptions which may be recovered as a debt due to the Club.

### 15.3 Suspension or Expulsion for Breach

- 15.3.1 Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to suspend or expel a Member upon a charge of misconduct detrimental to the interests of the Club.
- 15.3.2 Particulars of the charge shall be communicated to the Member at least one month before the meeting of the Committee at which the matter will be determined.
- 15.3.3 The determination of the Committee shall be communicated to the Member, and in the event of an adverse determination leading to expulsion the Member shall, (subject to Clause 15.3.4 below), cease to

be a Member 14 days after the Committee has communicated its determination to the Member.

15.3.4 It shall be open to a Member to appeal the suspension or expulsion to the Club under the Disciplinary and Appeal Procedures of Clause 25. The intention to appeal shall be communicated to the Secretary or Public Officer of the Club within 14 days after the determination of the Committee has been communicated to the Member.

15.3.5 In the event of an appeal under Clause 15.3.4 above, the appellant's membership of the Club shall not be suspended or terminated unless the determination of the Committee to suspend or expel the Member is upheld by the Discipline and Appeals Procedures process. The operative date of any suspension or termination of membership will be determined as part of this process.

#### 15.4 Reinstatement

15.4.1 Membership which has ceased under this Clause 15 'Cessation of Membership' may be reinstated at the discretion of the Committee with or without an application having been made under Clause 6.2.

15.4.2 Nothing in this clause 'Cessation of Membership' prevents a former Member from applying for readmission to Membership but, in considering the readmission application the Committee is entitled to take into account the facts and circumstances in which the prior membership (or memberships) ceased, with such conditions as it deems appropriate.

#### 15.5 No Refund of Membership Fee

15.5.1 A Member who ceases to be a Member for whatever reason forfeits the balance of any Membership fees paid in advance.

15.5.2 The balance of any recovery of costs paid in advance may be subject to refund at the discretion of the Committee.

#### 15.6 Return of Property

A Member who ceases to be a Member must not thereafter use any property of the Club (including, without limitation, its Intellectual Property) and must

immediately return to the Club all of the Club's documents, records or other property in the possession, custody or control of the former Member.

## **PART 3 - MANAGEMENT**

### **16 The Committee**

#### **16.1 Powers and duties**

16.1.1 The affairs of the Club shall be managed and controlled by a Committee which, in addition to any powers and authorities conferred by these rules, may exercise all such powers and do all such things as are within the objects of the Club, and are not by the Act or by these rules required to be done by the Club in general meeting.

16.1.2 The Committee has the management and control of the funds and other property of the Club.

16.1.3 The Committee shall have authority to interpret the meaning of these rules and any other matter relating to the affairs of the Club on which these rules are silent.

16.1.4 The Committee may make By-Laws, for the effective running of the Club and to comply with legislation and the Rules of the Governing Bodies.

16.1.5 The Committee may form Sub-Committees and determine roles and responsibilities for the Sub-Committees.

#### **16.2 Delegations**

16.2.1 The Committee may delegate such powers as it sees fit to Committee Members and Chairs of Sub-Committees provided that the powers are not by the Act or by these rules required to be done by the Club in general meeting or by the Committee itself.

16.2.2 The Committee may delegate, in writing, to Committee Members and to one or more sub-committees (consisting of such Member or Members of the Club as the Committee thinks fit) the exercise of such functions of the Committee as are specified in the delegation other than:

16.2.2.1 the power of delegation; and

16.2.2.2 a function which is a duty imposed on the Committee by the Act or any other law.

16.2.3 Any delegation under this rule may be subject to such conditions and limitations as to the exercise of that function or as to time and circumstances as are specified in the written delegation and the Committee may continue to exercise any function delegated. The Committee may at any time, in writing, revoke wholly or in part any delegation under this rule.

## **17 Appointments**

17.1 The Committee shall be comprised of 8 Committee Members including:

17.1.1 the Office-bearers:

- Chairperson
- Deputy Chairperson
- Secretary
- Treasurer

and

17.1.2 four General Committee Members.

17.2 A Committee Member (including an office-bearer) shall be a natural person.

17.3 The duties and responsibilities of each Officer-bearer and General Committee Member are as required by the Act, these rules and further described in the By-Laws.

17.4 The first Committee of the Club shall be appointed from the promoters of the Club, or be comprised of such persons as hold office prior to incorporation.

17.5 The first Committee shall hold office until the first annual general meeting after incorporation.

17.6 At this time, the Deputy Chairperson and the Secretary and one half of the General Committee Members, who shall be chosen by ballot, shall retire from the Committee.

17.7 At each subsequent annual general meeting the alternate office-bearers and one half of the General Members of the Committee, being then the longest serving Members, shall retire.

- 17.8 A retiring Committee Member shall be eligible to stand for re-election without nomination.
- 17.9 No other person shall be eligible to stand for election unless:
- 17.9.1 that person is an Ordinary Member of not less than 12 months standing in the immediately preceding period, or is an otherwise eligible Life Member, and
- 17.9.2 a Member of the Club has nominated that person at least 28 days before the meeting by delivering the nomination of that person to the Secretary of the Club. The nomination shall be signed by the proposer and by the nominee.
- 17.10 Notice of all persons seeking election to the Committee shall be given to all Members of the Club with the notice calling the meeting at which the election is to take place in accordance with Clause 29.
- 17.11 The Committee may appoint a person to fill a casual vacancy, and such a Committee Member shall hold office until the next annual general meeting of the Club and shall be eligible for election to the Committee without nomination.

## **18 Public Officer**

The Committee shall appoint a Public Officer as required by the Act. Notice of appointment and any change in the identity or address of the Public Officer are to be lodged within one month after the change with Consumer and Business Services.

## **19 Advisers**

- 19.1 The Committee may appoint volunteer Advisers from time to time to assist it in carrying out its business. Such Advisers may be in governance, finance, legal and other areas or be technical Advisers relating to the Sport.
- 19.2 Ordinarily such appointments should expire one month after each annual general meeting to provide some continuity and may be renewable by the incoming Committee at its discretion.

## **20 Contractors and Volunteers**

The Committee may appoint paid contractors to undertake coaching and other developmental roles under such terms as it sees fit. All other roles will ordinarily be undertaken by volunteers.

## **21 Proceedings of Committee**

- 21.1 The Committee shall meet together for the dispatch of business as required and at least 4 times per annum.
- 21.2 Questions arising at any meeting of the Committee shall be decided by a majority of votes, and in the event of equality of votes the Chairperson of the meeting shall have a casting vote in addition to a deliberative vote.
- 21.3 A quorum for a meeting of the Committee shall be one half plus one of the Members of the Committee, present and eligible to vote.
- 21.4 The Committee may use electronic media including telephone and/or video links between Committee Members and may use emails for communication including the recording of votes. Such alternative arrangements must be conducted formally and minutes recorded in the usual way for ratification and retention.
- 21.5 Business matters that are urgent, or minor and routine, may be decided by email deliberations and voting between formal meetings, with outcomes recorded as extraordinary minutes.
- 21.6 A Member of the Committee having a direct or indirect pecuniary interest in a contract or proposed contract with the Club must disclose the nature and extent of that interest to the Committee as required by the Act, and shall not vote with respect to that contract or proposed contract. The Member of the Committee must disclose the nature and extent of his or her interest in the contract at the next annual general meeting of the Club.

## **22 Disqualification of Committee Members**

The office of a Committee Member shall become vacant if a Committee Member is:

- 22.1 Disqualified from being a Committee Member by the Act

- 22.2 Suspended or expelled as a Member under these rules
- 22.3 Becomes an unfinancial member for more than one month
- 22.4 Permanently incapacitated by ill health
- 22.5 Absent without reasonable apology from more than four meetings in a financial year.

### **23 Execution of Contracts and Deeds**

- 23.1 The Club may elect to have a Seal but is not required to do so.
- 23.2 Where a document is otherwise required to be in writing under seal, the execution requirements of Section 127 of the *Corporations Act 2001 (Cth)* may be applied. That is:
  - 23.2.1 the Club may execute a document without using a common seal if the document is signed by two Office-bearers of the Club following the approval of the Committee as recorded in the minutes.
  - 23.2.2 the Club may execute a document as a Deed without using a common seal if the document is expressed to be executed as a Deed and the document is signed by two Office-bearers of the Club following the approval of the Committee as recorded in the minutes.
- 23.3 The Club may execute a document with a common seal under the same Rules as without a seal provided that the seal is a complying seal and the fixing of the seal to the document is witnessed by two office-bearers of the Club personally present at the time.
- 23.4 All uses of the seal must be recorded in the Minutes.

### **24 Insurances and Indemnity of Officers and Others**

Except as may be provided by a Governing Body through Affiliation, the Club shall obtain and maintain Insurance Policies out of the funds of the Club that provide:

- 24.1 Broad form Public and Product Liability cover for not less than \$20m
- 24.2 Voluntary Workers injury cover
- 24.3 Indemnity cover for every Officer and other Member of the Committee and every agent or servant of the Club



## **25 Disciplinary and Appeals Procedures**

The Committee may make By-Laws governing the hearing and determination of disputes, appeals, protests or complaints by or against Members or Participants and any other matter involving the enforcement of this Constitution or the By-Laws against Members or Participants. The Committee may prescribe penalties and sanctions for proven breaches.

## **26 Dispute Resolution**

26.1 The Committee may make By-Laws governing the resolution of disputes.

26.2 Unless such a By-Law is made, this rule provides for a procedure to settle disputes.

26.3 The dispute resolution procedure set out in this rule applies to disputes under the rules of this Constitution between:

26.3.1 a Member and another Member

26.3.2 a Member and the Club.

26.4 In this rule 'Member' includes any person who was a Member not more than six months before the dispute occurred.

26.5 The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

26.6 If the parties are unable to resolve the dispute at the meeting, or a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

26.7 The mediator must be:

26.7.1 a person chosen by agreement between the parties; or

26.7.2 in the absence of agreement a person appointed by the Committee of the Club;

26.8 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

26.9 The mediator, in conducting the mediation, must:

26.9.1 give the parties to the mediation process every opportunity to be heard;

26.9.2 allow due consideration by all parties of any written statement submitted by any party; and

26.9.3 ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

26.10 The mediator must not determine the dispute.

26.11 The mediation must be confidential and without prejudice.

26.12 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **PART 4 - MEETINGS**

### **27 Annual General Meetings**

- 27.1 The Committee shall call an annual general meeting in accordance with the Act and these rules.
- 27.2 The first annual general meeting shall be held within 18 months after the incorporation of the Club, and thereafter within five months after the end of its financial year.
- 27.3 The order of the business at the meeting shall be:
  - 27.3.1 The confirmation of the minutes of the previous annual general meeting and of any special general meeting held since that meeting
  - 27.3.2 The consideration of the accounts and reports of the Committee and the auditor's report
  - 27.3.3 The election of Committee Members
  - 27.3.4 The appointment of auditors
  - 27.3.5 Any other business requiring consideration by the Club in general meeting.

### **28 Special General Meetings**

- 28.1 The Committee may call a special general meeting of the Club at any time.
- 28.2 Upon a requisition in writing of not less than the greater of either 5 Members or 10% of the total number of Members of the Club, the Committee shall, within one month of the receipt of the requisition, convene a special general meeting for the purpose specified in the requisition.
- 28.3 Every requisition for a special general meeting shall be signed by the relevant Members and shall state the purpose of the meeting.
- 28.4 If a special general meeting is not convened within one month, as required by Clause 28.2 above, the requisitionists may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Committee, and for this purpose the Committee shall ensure that the requisitionists are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable

expenses of convening and conducting such a meeting shall be borne by the Club.

## **29 Notice of General Meetings**

- 29.1 Subject to Clause 29.2 under, at least 14 days notice of any general meeting shall be given to Members. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted at the meeting.
- 29.2 Notice of a meeting at which a special resolution is to be proposed shall be given at least 21 days prior to the date of the meeting.
- 29.3 A preliminary notice of the Annual General Meeting shall be provided to members not less than 6 weeks prior to the Annual General Meeting to allow nominations to Board and any other business for inclusion within the prescribed time set in Clause 17.9.2 so that the formal notice may comply with this Clause 29.
- 29.4 A notice may be given by the Club to any Member by serving the Member with the notice personally, or by sending it by post or email to the address appearing in the register of Members.
- 29.5 Where a notice is sent by post:
- 29.5.1 The service is effected by properly addressing, prepaying and posting a letter or packet containing the notice, and
- 29.5.2 Unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.
- 29.6 Where a notice is sent by email:
- 29.6.1 The service is effected at 5pm on the day of sending to the email address nominated by the Member, subject to no adverse system notification of failure.

### **30 Proceedings at General Meetings**

- 30.1 The lesser of 50% of all eligible Members or 10 eligible Members in total, present personally or by proxy shall constitute a quorum for the transaction of business at any general meeting.
- 30.2 If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the Members present shall form a quorum.
- 30.3 Subject to Clause 30.5, the Chairperson shall preside as Chairperson at a general meeting of the Club.
- 30.4 If the Chairperson is not present within five minutes after the time appointed for holding the meeting, or if he or she is present but declines to take or retires from the chair, the Members may choose a Committee Member or one of their own number to be the Chairperson of that meeting
- 30.5 In the alternative, the Committee may by prior arrangement and with the consent of the Members present at the commencement of the meeting appoint an independent person to chair the business of the meeting.

### **31 Voting at General Meetings**

- 31.1 Subject to these rules, every eligible Member of the Club has only one vote at a meeting of the Club.
- 31.2 An eligible Member is a full Member whose name appears as such on the Membership Register not less than 6 months before the date of the General Meeting.
- 31.3 Subject to these rules, a question for decision at a general meeting, other than a special resolution, must be determined by a majority of Members who vote in person or, where proxies are allowed, by proxy, at that meeting.
- 31.4 Unless a poll is demanded by at least five Members, a question for decision at a general meeting must be determined by a show of hands.

### **32 Poll at General Meetings**

- 32.1 If a poll is demanded by at least five Members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- 32.2 A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

### **33 Special and Ordinary Resolutions**

- 33.1 A special resolution is as described in the Act and as required herein. At least 21 days written notice must be given to all Members specifying the intention to propose the resolution as a special resolution. A special resolution is passed only by a majority of not less than three-quarters of the Members entitled to do so voting in person or where allowed by proxy, at that meeting.
- 33.2 An ordinary resolution is a resolution that is not a special resolution (as defined) and is passed by a simple majority at a general meeting.

### **34 Proxies**

Where the Committee has determined that voting by proxy is appropriate, the conditions shall be:

- 34.1 A Member shall be entitled to appoint in writing a natural person who is also a Member of the Club to be their proxy for a single meeting or for a period of time and for that Member to attend and vote at any general meeting of the Club as proxy.
- 34.2 A Member may not hold multiple proxies at any one meeting.

### **35 Administrative Records**

The Secretary shall be responsible for the management and retention of all administrative records of the Club, including correspondence and Minutes of meetings, whether in paper or electronic or other media form.

## **36 Minutes**

- 36.1 Proper minutes of all proceedings of general meetings of the Club and of meetings of the Committee, shall be entered within one month after the relevant meeting in minute books kept for the purpose.
- 36.2 The minutes kept pursuant to this rule must be confirmed by the Members of the Club at the next general meeting or the Members of the Committee at the next committee meeting.
- 36.3 The minutes kept pursuant to this rule shall be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting at which the minutes are confirmed.
- 36.4 Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

## **PART 5 - FINANCIAL MANAGEMENT**

### **37 Responsibility**

The Treasurer shall be responsible for all receipts and payments and shall ensure proper records are kept in accordance with the Act and audit requirements.

### **38 Financial Reporting**

#### **38.1 Financial Year**

The first financial year of the Club shall be the period ending on the next 30 December following incorporation unless that first period is less than 6 months in which case the Committee may elect to end the first financial year no later than the following 30 December providing that the total period does not exceed 18 months, and thereafter a period of 12 months commencing on 1 January and ending on 30 December of each year.

#### **38.2 Accounting Records**

The Club shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Club in accordance with the Act.

#### **38.3 Accounts and Reports to be laid before Members**

The accounts, together with the auditor's report on the accounts, the Committee's statement and the Committee's report, shall be laid before Members at the annual general meeting.

### **39 Appointment of Auditor**

39.1 At each annual general meeting, the Members shall appoint a qualified person who is a member or is eligible to be a member of the Australian Society of Certified Practising Accountants or the Institute of Chartered Accountants, to be auditor of the Club.

39.2 The auditor shall hold office until the next annual general meeting and is eligible for re-appointment.

39.3 If an appointment is not made at an annual general meeting, the Committee shall appoint an auditor for the current financial year.



## **PART 6 - COMPLIANCE**

### **40 Prohibition against securing profits for Members**

The income and capital of the Club shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the Club.

### **41 Winding up**

The Club may be wound up in the manner provided for in the Act.

### **42 Application of surplus assets**

42.1 If after the winding up of the Club there remains 'surplus assets' as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its Members. The Club may determine to distribute surplus assets to nominated charities.

42.2 Such organisation or organisations shall be identified and determined by a resolution of Members in general meeting. Section 43 of the Act prohibits the distribution of surplus assets at the completion of a winding up to Members or former Members, or associates of those persons.

### **43 Alteration to Rules**

43.1 These rules may be altered (including an alteration to the Club's name) by special resolution of the Members of the Club. This includes rescission or replacement by substitute rules.

43.2 The alteration shall be registered with Consumer and Business Services, Corporate Affairs Commission, as required by the Act. The registered rules shall bind the Club and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

43.3 Subject to any provision in the rules or a resolution to the contrary, an alteration to the rules comes into force at the time that the alteration is passed. This does not apply to an alteration to the name of the Club which does not come into force until registered by Consumer and Business Services, Corporate Services Commission.

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