

**SPORTING SHOOTERS ASSOCIATION
OF AUSTRALIA
GLENORCHY INCORPORATED
(S.S.A.A. GLENORCHY Inc.)**

DRAFT

CONSTITUTION

AUTHORISED BY SPECIAL RESOLUTION AT THE SPECIAL GENERAL MEETING
OF THIS ASSOCIATION HELD ON THE [INSERT DATE]



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1. NAME AND NATURE

1.1 Name

The name of the Association is the **SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA GLENORCHY INCORPORATED**, hereinafter referred to as “S.S.A.A. Glenorchy Inc.”.

1.2 Office Location

The Office of S.S.A.A. Glenorchy Inc. shall be at such place as the Committee may, from time to time, determine.

1.3 Adherence to Constitution of S.S.A.A (Tas)

As a constituent member of the SPORTING SHOOTERS’ ASSOCIATION OF AUSTRALIA (TASMANIA) INCORPORATED, S.S.A.A. Glenorchy Inc. accepts and adheres to the Constitution of that body except where there shall be any inconsistency with this Constitution and in such case this Constitution or any matter or thing done pursuant to this Constitution shall prevail.

2. INTERPRETATION & DEFINITIONS

2.1 Interpretation

In this Constitution unless inconsistent with the context:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (b) a reference to the singular number includes a reference to the plural number and vice versa;
- (c) a reference to any gender includes a reference to the other genders and each of them;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a day shall mean a calendar day, a reference to a month shall mean a calendar month and a reference to a year shall mean a calendar year;
- (f) a reference to a rule, schedule, annexure or appendix is a reference to a clause of or schedule, annexure or appendix to this Constitution and references to this Constitution include any recital, schedule, annexure or appendix;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (i) a reference to anything or matter is a reference to the whole and any part of it;
- (j) a reference to a group of persons or parties is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (k) a reference to this Constitution or other document includes any variation, novation or replacement of or supplement to any of them from time to time;
- (l) where any clause contains subclauses paragraphs or subparagraphs each subclause, paragraph and subparagraph however called will be read and construed separately and independently of each other;
- (m) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (n) a reference to any of the President, Vice-Presidents, Secretary, Treasurer, and/or Secretary/ Treasurer means the President, Vice-Presidents, Secretary, Treasurer, and/or Secretary/ Treasurer (as the case may be) of S.S.A.A. Glenorchy Inc. from time to time.
- (o) a reference to “dollars”, “AUD” or “\$” is to an amount in Australian currency.

2.2 Definitions

In this Constitution, the following words and expressions shall have the meanings set out against them:

- (a) “Committee” means the Committee of S.S.A.A. Glenorchy Inc. as set out in Rule 21.
- (b) “Executive Committee” means the officers of S.S.A.A. Glenorchy Inc., as set out in Rule 28.
- (c) “Members” means all persons listed as current members, regardless of the classification of such membership, in the member register of S.S.A.A. Glenorchy Inc.
- (d) “Range” means an area for the promotion and conduct of shooting sports.
- (e) “Renton's” means the latest version published of "Guide for Meetings and Organisations" by N.E. Renton.
- (f) “Special Business” means items for discussion at Special General Meetings and Annual General Meetings.
- (g) “S.S.A.A” means Sporting Shooters Association of Australia Incorporated.
- (h) “S.S.A.A. (Tas.)” means Sporting Shooters Association of Australia (Tasmania) Incorporated.

3. AIMS, OBJECTS AND PURPOSES

- (a) The achievement and maintenance of a favourable environment for field and target shooting and all forms of firearms and militaria collecting in Australia and its territories.
- (b) To seek improvements in the laws pertaining to firearms, and to support or oppose proposed amendments to existing legislation.
- (c) To seek improvement in the laws relating to wildlife (indigenous and introduced) and support or oppose proposed amendments to existing legislation.
- (d) To advocate and undertake game conservation and the legal recognition of game animals (indigenous and introduced).
- (e) To provide help and education for all eligible people in the art of shooting, safe handling of firearms, field etiquette and the knowledge of the laws relative to shooting.
- (f) To raise the image of the sporting shooter in the eye of the public by promotion of a better understanding between the public, landholders, target shooters and hunters.
- (g) To encourage all hunters and shooters to abide by strict codes of ethics.
- (h) To actively encourage individual members to participate in events that could lead to National and International competition.
- (i) To publicise information in the interest of safety, and knowledge of firearms and ammunition.
- (j) To represent S.S.A.A. Glenorchy Inc. at all the meetings of S.S.A.A. (Tas)
- (k) To do all such other things as are conducive or incidental to the attainment of the above aims and objects or any of them.

4. POWERS OF S.S.A.A. Glenorchy Inc.

To implement the aims and objects, S.S.A.A. Glenorchy Inc. shall also be deemed to have the following powers:-

- (a) The purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of or using any real or personal property that may be deemed necessary or convenient for any of the aims and objects of S.S.A.A. Glenorchy Inc.
- (b) The buying, selling and supplying of, and dealing in goods or specified goods which may be deemed necessary or convenient for any of the aims and objects of S.S.A.A. Glenorchy Inc.

- (c) The construction, maintenance, and alteration of buildings or works necessary or convenient for any of the aims and objects of S.S.A.A. Glenorchy Inc.
- (d) The accepting of any gift, whether to a special trust or not, for any one or more of the aims and objects of S.S.A.A. Glenorchy Inc.
- (e) The taking of such steps from time to time as the Committee may deem expedient for procuring the contribution of funds to S.S.A.A. Glenorchy Inc. by way of donations, subscriptions or otherwise.
- (f) The printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Committee may think desirable for the promotion of the aims and objects of S.S.A.A. Glenorchy Inc.
- (g) The borrowing and raising of money in such manner and on such terms as the Committee may think fit or as may be approved or directed by resolution passed at a Committee meeting.
- (h) Securing the re-payment of money so raised or borrowed or the payment of a debt or liability of S.S.A.A. Glenorchy Inc. by giving mortgages, charges or securities upon or over all or any of the real or personal property of S.S.A.A. Glenorchy Inc.
- (i) Subject to the conditions of this constitution the establishment or support, or the aiding in the establishment and support, of associations, institutions, funds, trusts, schemes, and conveniences calculated to support and/or benefit members, servants or past servants of S.S.A.A. Glenorchy Inc. and their dependents.
- (j) The establishment or support, or the aiding in the establishment and support, of any other association, formed for any of the basic aims and objects of S.S.A.A. Glenorchy Inc. to which the Committee may be agreeable.
- (k) Except as specifically permitted by a resolution of a Special General Meeting, the making of gifts, subscriptions or donations unless the funds are raised specifically for a stipulated purpose, are limited to an amount in any one year of \$300.
- (l) The doing of all things as are incidental or conducive to the attainment of the basic aims and objects of S.S.A.A. Glenorchy Inc. as specified in the foregoing provisions.

5. MEMBERSHIP OF S.S.A.A. Glenorchy Inc.

5.1 Application for Membership

Memberships shall only be approved by the Committee subject to the following:

- (a) Only natural persons who are and remain financial members of S.S.A.A. can be admitted and retain membership.
- (b) An application to become a Member must be made in writing using the form (as amended from time to time) prescribed by the Committee and providing all information as reasonably requested.

- (c) New membership may be subject to a probationary period at the sole discretion of the S.S.A.A. Glenorchy Inc. but shall not in any circumstance exceed twelve (12) months. During the probationary period Members are not eligible to stand for the Committee and are not entitled to vote at meetings of S.S.A.A. Glenorchy Inc.
- (d) In the case of Individual Members, have S.S.A.A. Glenorchy Inc. as their nominated home branch for the purpose of the S.S.A.A. membership database and S.S.A.A. membership card.
- (e) Acceptance of an application to become a Member will occur on approval of such application by the Committee and confirmation of the payment to S.S.A.A. and S.S.A.A. Glenorchy Inc. of the requisite membership fees. Notwithstanding the above the Committee may in its absolute discretion:
 - (i) impose additional conditions upon any Member's membership;
 - (ii) defer an application for such period as it determines; or
 - (iii) reject an application to become a Member without assigning any reason.

5.2 Membership Types

There shall be four (4) types of membership:

- (a) Individual Membership;
- (b) Associate Membership;
- (c) Honorary Membership; and
- (d) Life Membership.

5.3 Individual Members

- (a) Shall have all rights and privileges and shall be eligible to stand for a Committee position and vote at Annual General Meetings and Special General Meetings of S.S.A.A. Glenorchy Inc. Individual Membership must satisfy Clause 5.1.

5.4 Associate Members

- (a) Shall have all rights and privileges enjoyed by Individual Members but shall not be eligible to stand for a Committee position and are not eligible to vote at Annual General Meetings and Special General Meetings of S.S.A.A. Glenorchy Inc. Associate Membership must satisfy Clause 5.1(a), (b), (c) and (e).

5.5 Honorary Members

A person may only become an Honorary Member by the passing of a motion at an Annual General Meeting, such motion to include the duration of such membership. There are no eligibility requirements in order to be appointed as an Honorary Member and infers no entitlements to attend or vote at meetings of S.S.A.A. Glenorchy Inc.

5.6 Life Members

- (a) Life Membership of S.S.A.A. Glenorchy Inc. may be conferred as a reward for service to the shooting sports and in particular for services to S.S.A.A. Glenorchy Inc.
- (b) A person may only become a Life Member by the passing of a motion at an Annual General Meeting, such motion to include the rationale of such membership. A person must be an Individual Member to be appointed as a Life Member. Appointment as a Life Member supersedes a person's Individual Member status.
- (c) Life Membership of S.S.A.A. Glenorchy Inc. does not preclude the nomination of any individual to Life Membership of S.S.A.A. or S.S.A.A. (Tas).
- (d) Life Membership of S.S.A.A. Glenorchy Inc. confers only the same privileges and voting rights as enjoyed by Individual members of S.S.A.A. Glenorchy Inc.
- (e) Life Membership of S.S.A.A. Glenorchy Inc. can only be conferred upon an individual by S.S.A.A. Glenorchy Inc.
- (f) Existing Life Members of S.S.A.A. Glenorchy Inc. at the time of adopting this Constitution shall retain all rights and privileges of Individual Members whether continuing to comply with Rule 5.1(d) or not PROVIDED HOWEVER that S.S.A.A. and S.S.A.A. Glenorchy Inc. membership fees are, or have been, paid; or in relation to S.S.A.A. Glenorchy Inc. have been waived.

5.7 Member Rights

- (a) Membership of S.S.A.A. Glenorchy Inc. shall entitle members to all rights and privileges conferred in their membership Type as prescribed in Clauses 5.3, 5.4, 5.5 and 5.6 and subject to all obligations which membership of S.S.A.A. Glenorchy Inc. confers or implies;
- (b) Subject to Clause 5.7(a), Members have the right to attend Annual General Meetings and any Special General Meeting of S.S.A.A. Glenorchy Inc. . However, only Individual Members and Life Members shall have the right to vote at Annual General Meetings and other Special General Meeting of S.S.A.A. Glenorchy Inc. provided that failure by an Individual Member to pay the annual subscription fees as determined under Rule 29 will result in such Member losing his or her right to vote until such time as the annual subscription fee(s) is received in full by S.S.A.A. Glenorchy Inc.; and
- (c) Individual Members and Life Members shall be entitled to nominate any Individual Member or Life Member as a candidate for an Officer of the Committee.

5.8 Member Obligations

- (a) All Members must pay their annual S.S.A.A. subscription and branch member fees not later than twenty eight (28) days after the date they fall due. (For the avoidance of doubt no voting rights exist during the twenty eight (28) day period of grace past the due date until the fees are paid) Failure to comply with this Rule 5.8(a) shall automatically constitute forfeiture of membership of S.S.A.A. Glenorchy Inc. with renewal conditions, if applied, to be determined by the Committee in its absolute discretion.
- (b) All Members must comply with the rules, by-laws and resolutions passed by the Committee from time to time. Failure to comply with this Rule 5.8(b) constitutes grounds on which the Committee may expel a member in accordance with Rule 31.
- (c) Such obligations shall include a regular attendance of members as may be required at Law; and
- (d) Participation in S.S.A.A. Glenorchy Inc. activities and conduct reflecting a favourable image of S.S.A.A. Glenorchy Inc. in the community.
- (e) Any person ceasing to be a Member of S.S.A.A. Glenorchy Inc. automatically forfeits any claim, right or action it has, or may have, either individually or collectively against S.S.A.A., S.S.A.A. (Tas) or S.S.A.A. Glenorchy Inc. in relation to cessation of said membership, and each Member releases and holds harmless S.S.A.A., S.S.A.A. (Tas) and S.S.A.A. Glenorchy Inc. in regards to such claim, right or action, such release to take effect immediately upon cessation of membership.

5.9 Member Records

The Committee shall ensure that adequate records of all Members are maintained in an approved format. Collation and disclosure of information shall be compliant with current privacy legislation. Furthermore, by becoming a member of S.S.A.A (Tas), such persons or entities as the case may be, consent to their information, personal or otherwise, being collected and used for the purposes as provided in this Rule 5.9. Records shall be maintained for a period not less than five (5) years.

6. WINDING UP OF S.S.A.A. Glenorchy Inc. & S.S.A.A. (Tas)

6.1 S.S.A.A. Glenorchy Inc.

On a winding up of S.S.A.A. Glenorchy Inc., all Members as at the date of application for commencement of the winding up, shall be required to contribute an amount, as determined by the Committee in its absolute discretion; however, such amount shall not exceed \$10.00 towards payment of the debts and liabilities, including the costs, charges and expenses of winding up, of S.S.A.A. Glenorchy Inc. Such amount will be due and payable upon request from the Committee.

In the event of surplus assets being available following payment of the debts and liabilities, including the costs, charges and expenses of winding up, of S.S.A.A. Glenorchy Inc. those surplus assets must be transferred to either S.S.A.A. (Tas) or another S.S.A.A. (Tas) Branch. Determination as to which recipient shall be at the sole discretion of the Members and failing this being possible the Committee.

6.2 S.S.A.A. (Tas)

On a winding up of S.S.A.A. (Tas), all Members as at the date of application for commencement of the winding up, shall be required to contribute an amount, as determined by the Committee in its absolute discretion; however, such amount shall not exceed \$10.00 towards payment of the debts and liabilities, including the costs, charges and expenses of winding up, of S.S.A.A. (Tas). Such amount will be due and payable upon request from the Committee.

6.3 Former Members

For the avoidance of doubt, on winding up of either S.S.A.A. Glenorchy Inc. and/or S.S.A.A. (Tas), former Members are not liable to contribute in respect of any debt or liability of S.S.A.A. (Tas) and/or S.S.A.A. Glenorchy Inc. (as the case may be) as required under Rules 6.1 and 6.2.

7. INCOME AND PROPERTY OF S.S.A.A. Glenorchy Inc.

- (a) The income and property of S.S.A.A. Glenorchy Inc., however derived, shall be applied solely towards the promotion of the objects and purposes of S.S.A.A. Glenorchy Inc. and no portion thereof shall be paid or transferred, directly or indirectly, by dividend, bonus, or otherwise, to any member of S.S.A.A. Glenorchy Inc. otherwise than in accordance with this Rule 7.
- (b) S.S.A.A. Glenorchy Inc. shall not:
 - (i) appoint a person who is a member of the Committee to any office of S.S.A.A. Glenorchy Inc. to which the holder of is paid any remuneration by way of salary, fees, or allowances; or
 - (ii) pay to any such person any remuneration or other benefit in money or monies worth (other than the payment of out of pocket expenses).
- (c) Nothing in the foregoing provisions of this Rule 7 prevents the payment in good faith to a member of S.S.A.A. Glenorchy Inc. of:
 - (i) remuneration in return for services actually rendered to S.S.A.A. Glenorchy Inc. by the servant or member or for goods supplied to S.S.A.A. Glenorchy Inc. by the servant or member in the ordinary course of business including but not limited to the payment of honorariums in arrears for services provided to S.S.A.A. Glenorchy Inc. over the preceding year;
 - (ii) interest at a rate not exceeding commercial lending rates on monies lent to S.S.A.A. Glenorchy Inc. by the servant or member; or
 - (iii) a reasonable and proper sum by way of rent for premises let to S.S.A.A. Glenorchy Inc. by the servant or member.

8. FINANCE

8.1 Financial Year

The financial year of S.S.A.A. Glenorchy Inc. shall be from the 1st July to 30th June next.

8.2 Subscriptions and Fees

- (a) Annual subscriptions to S.S.A.A. are set by S.S.A.A.
- (b) Branch Member fees and/or levies may be fixed by the Committee.

8.3 Treatment of Monies

(a) Receipts

The treasurer shall, as soon as reasonably possible after receipt thereof, ensure all monies of S.S.A.A. Glenorchy Inc. be paid into the general account of S.S.A.A. Glenorchy Inc. at an approved financial institution as the Committee shall from time to time direct.

(b) Payments

No monies shall be drawn from the account of S.S.A.A. Glenorchy Inc. save by cheque.

(c) Signatories to Cheques

Any cheque issued by S.S.A.A. Glenorchy Inc. shall be signed by any two (2) of the following:

- (i) President,
- (ii) Secretary,
- (iii) Treasurer,
- (iv) Senior Vice-President or
- (v) Vice-President; or
- (vi) any one of the aforementioned and one other person as may be appointed by the Committee.

(d) Authority to Withdraw Monies

No cheque shall be signed or money withdrawn unless such withdrawal:

- (i) is for payment of expenses incurred, and due and payable, by S.S.A.A. Glenorchy Inc. in the ordinary course of business and is less than two hundred dollars (\$200); or
- (ii) has been sanctioned by a majority of the Executive Committee; and
- (iii) such expenditures are reported upon at the next Committee meeting.

8.4 Books of Account

The books of account of S.S.A.A. Glenorchy Inc. shall be audited annually by an independent Auditor as referred to in Rules 10 and 11.

9. ACCOUNTS

9.1 True Accounts

True accounts shall be kept of:

- (a) all sums of money received and expended by S.S.A.A. Glenorchy Inc. and the matter in respect of which the receipt or expenditure takes place; and
- (b) the property, credits, and liabilities of S.S.A.A. Glenorchy Inc.; and

subject to any reasonable restrictions as to time and manner of inspection imposed by S.S.A.A. Glenorchy Inc., those accounts shall be open to the inspection of Individual Members and Life Members.

9.2 Treasurer to keep Records

The Treasurer of S.S.A.A. Glenorchy Inc. shall faithfully keep all general records, accounting books, and records of receipts and expenditure connected with the operations and business of S.S.A.A. Glenorchy Inc. in such form and manner as the Committee may direct. The Treasurer shall ensure that the Committee considers any recommendations made by the Auditor in relation to the form and manner of such records.

9.3 Place of Records

The accounts, books, and records referred to in Rules 9.1 and 9.2 shall be kept at the office of S.S.A.A. Glenorchy Inc. or at such other place as the Committee may direct.

10. THE AUDITOR

- (a) At each Annual General Meeting of S.S.A.A. Glenorchy Inc., the Members present shall appoint a person as the Auditor of S.S.A.A. Glenorchy Inc.
- (b) If an appointment is not made at an Annual General Meeting or if a casual vacancy occurs in the office of Auditor during the course of the financial year, the Committee may appoint a person as the Auditor and the person so appointed shall hold office until the next succeeding Annual General Meeting.
- (c) The Auditor has a right of access to the accounts, books, records, vouchers, and documents of S.S.A.A. Glenorchy Inc.
- (d) The Auditor may:
 - (i) request from the employees and officers of S.S.A.A. Glenorchy Inc. such information and explanations as may be necessary for the performance of its duties as auditor;

- (ii) employ persons to assist in investigating the accounts of S.S.A.A. Glenorchy Inc.; and
- (iii) in relation to the accounts of S.S.A.A. Glenorchy Inc. examine any member of the Committee or any employees or officers of S.S.A.A. Glenorchy Inc.

11. AUDIT OF ACCOUNTS

- (a) At the end of each financial year, and on such other occasions as the Committee may determine, the accounts of S.S.A.A. Glenorchy Inc. shall be examined by the Auditor.
- (b) The Treasurer of S.S.A.A. Glenorchy Inc. shall cause to be delivered to the Auditor a list of all accounts, books, and records of S.S.A.A. Glenorchy Inc.
- (c) The Auditor shall certify as to the correctness of the accounts of S.S.A.A. Glenorchy Inc. and shall report thereon to the Members present at the Annual General Meeting.
- (d) In its report, and in certifying to the accounts, the Auditor shall state whether:
 - (i) it has been able to obtain all desired and/or requested information;
 - (ii) in his opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of S.S.A.A. Glenorchy Inc. according to the information at its disposal and the explanations given to him and as shown by the books of S.S.A.A. Glenorchy Inc.; and
 - (iii) the rules relating to the administration of the funds of S.S.A.A. Glenorchy Inc. have been observed.
- (e) The Secretary must provide a copy of its annual Audit Summary Report (not including financial statements) to the Secretary of S.S.A.A. (Tas) within twenty eight (28) days of holding the S.S.A.A. Glenorchy Inc. Annual General Meeting.

12. ANNUAL GENERAL MEETING

- (a) The Annual General Meeting of S.S.A.A. Glenorchy Inc. shall be held not later than 31st August each year.
- (b) The Annual General Meeting shall be in addition to any other general meetings that may be held in the same year.
- (c) The Annual General Meeting shall be specified as such in the notice convening it.

- (d) The ordinary business of the Annual General Meeting shall include the following:
 - (i) to confirm the minutes of the last preceding Annual General Meeting;
 - (ii) to receive from the Committee, Auditor and Officers of S.S.A.A. Glenorchy Inc. reports upon the transactions of S.S.A.A. Glenorchy Inc. during the last preceding year;
 - (iii) to elect the Officers of S.S.A.A. Glenorchy Inc.;
 - (iv) to elect the ordinary members of the Committee; and
 - (v) to appoint the Auditor.
- (e) The Annual General Meeting may transact special business of which notice is given in accordance with Rule 12(f).
- (f) All items of special business must be lodged with the secretary not later than thirty five (35) days prior to the date set for the meeting.

13. SPECIAL GENERAL MEETINGS

- (a) All general meetings other than the Annual General Meeting shall be called Special General Meetings.
- (b) The Committee may, whenever it thinks fit, convene a Special General Meeting of S.S.A.A. Glenorchy Inc.
- (c) The Committee shall, on the requisition in writing of not less than ten (10) Individual Members and Life Members combined or not less than 10% of Individual Members and Life Members combined, whichever is the greater, convene a Special General Meeting of S.S.A.A. Glenorchy Inc.
- (d) A requisition for a Special General Meeting shall state the objects of the meeting and shall be signed by those parties requisitioning such meeting and deposited at the office of S.S.A.A. Glenorchy Inc. The requisition may consist of several documents in the like form, each signed by one or more of those parties requisitioning the Special General Meeting.
- (e) If the Committee does not cause a Special General Meeting to be held within forty five (45) days from the date on which a duly completed requisition is deposited at the office of S.S.A.A. Glenorchy Inc., those parties requisitioning such meeting, or any of them, may convene the meeting; but the meeting so convened shall not be held after three months from the date of the deposit of the requisition.
- (f) A Special General Meeting convened by Members shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Committee, and all reasonable expenses incurred in convening the meeting shall be refunded by S.S.A.A. Glenorchy Inc. to the person incurring them.

14. NOTICE OF GENERAL MEETINGS

The Secretary of S.S.A.A. Glenorchy Inc. shall, not less than twenty one (21) days before the date fixed for the holding of a general meeting of S.S.A.A. Glenorchy Inc. either:

- (a) notify all Members in writing of the place, date and the time for the holding of the meeting, and the nature of the business to be transacted thereat; or
- (b) cause to be inserted in at least one newspaper published in Tasmania, an advertisement specifying the place, date and the time for the holding of the meeting, and the nature of the business to be transacted thereat.

15. BUSINESS AND QUORUM AT GENERAL MEETING

- (a) All business that is transacted at Special General Meetings and all business that is transacted at the Annual General Meeting, with the exception of that specifically referred to in this Constitution as being the ordinary business of the Annual General Meeting, shall be deemed to be special business.
- (b) No item of business shall be transacted at a general meeting unless a quorum of members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (c) Ten (10) Individual Members and Life Members, in total, personally present constitute a quorum for the transaction of the business of a general meeting.
- (d) Observers shall not generally be allowed at general meetings unless required for specific items of business in which case their attendance shall be limited to the extent as determined by the meeting.
- (e) If within one (1) hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members, shall be dissolved; and in any other case it shall stand adjourned **to the same day fourteen (14) days hence**, at the same time and (unless another place is specified by the chairperson at the time of the adjournment or by written notice to all Individual and Life Members given in accordance with either Rule 14(a) or 14(b) before the day to which the meeting is adjourned) at the same place, and if at the adjourned meeting a quorum is not present within one hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved.
- (f) In the case of doubt or difficulty, provided there is not conflict with the provisions of this Constitution, meeting procedures shall be as per Renton's.

16. PRESIDENT TO PRESIDE AT GENERAL MEETINGS

- (a) The President, or in his absence, the Senior-Vice President, or in the absence of both the President and Senior-Vice President, the other Vice-President, shall preside as chairman at every general meeting of S.S.A.A. Glenorchy Inc.

- (b) If the President and both Vice-Presidents are absent from a general meeting, the Members present shall elect one of their number to preside as chairman thereat.

17. ADJOURNMENT OF GENERAL MEETINGS

- (a) The chairman of a general meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, 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.
- (b) Where a meeting is adjourned for **fifteen** (15) days or more, the like notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in the foregoing provisions of this Rule 17, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

18. DETERMINATION OF QUESTIONS AT GENERAL MEETING

- (a) A question arising at a general meeting of S.S.A.A. Glenorchy Inc. shall be determined on a show of hands and unless before or on the declaration of the result of the show of hands a poll is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried, or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minute book of S.S.A.A. Glenorchy Inc. is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- (b) The Chairperson may vote, but shall not have a casting vote in the event that any vote is tied, in which case any such resolution shall be deemed to be lost.

19. VOTES AT GENERAL MEETINGS

- (a) Individual Members and Life Members only shall have voting rights at general meetings.
- (b) All votes shall be given personally. No votes may be given by proxy.
- (c) A secret ballot may be demanded by a Member who is entitled to vote at the general meeting.
- (d) Where a poll or secret ballot is demanded at a general meeting, the poll or secret ballot shall be taken immediately upon the Chairman putting the motion, or in such manner as the Chairman may direct, and the resolution of such ballot or poll shall be deemed to be the resolution of the meeting on that matter.
- (e) Officers of S.S.A.A. Glenorchy Inc. are eligible to vote.
- (f) In the case of an equality of voting on a question the motion is lost.

20. OFFICERS OF S.S.A.A. Glenorchy Inc.

- (a) The Officers of S.S.A.A. Glenorchy Inc. shall be elected by the Individual and Life Members at the Annual General Meeting.
- (b) The officers of S.S.A.A. Glenorchy Inc. shall be:
 - (i) President;
 - (ii) Two Vice-Presidents;
 - (iii) Secretary; and
 - (iv) Treasurer; or
 - (v) Secretary/Treasurer.
- (c) One of the Vice-Presidents shall be known as the Senior Vice-President.
- (d) Each officer of S.S.A.A. Glenorchy Inc. shall hold office until the Annual General Meeting next after the date of their election but is eligible for re-election.
- (e) In the event of a casual vacancy in any office mentioned in Rule 20(b), the Committee may appoint one of its members to the vacant office, and the Member so appointed may continue in the office, subject to these rules, up to and including the conclusion of the Annual General Meeting next following the date of their appointment.

21. CONSTITUTION OF COMMITTEE

21.1 Make-Up of Committee

The Committee shall consist of-

- (a) the Officers of S.S.A.A. Glenorchy Inc.; and
- (b) a minimum of two (2), to a maximum established by S.S.A.A. Glenorchy Inc., other Members to be elected by the Individual and Life Members at the Annual General Meeting.
- (c) In the event of a casual vacancy occurring on the Committee mentioned in Rule 20(b), the Committee may appoint a member to fill the vacancy, and the Member so appointed shall hold office, subject to these rules, up to and including the conclusion of the Annual General Meeting next following the date of their appointment.

21.2 Eligibility to sit on Committee

A Member shall be ineligible to sit on the Committee if they:

- (a) are bankrupt;
- (b) are of unsound mind;
- (c) are not a resident of the state of Tasmania;
- (d) are convicted of a criminal offence, which the association of such conviction to S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/or S.S.A.A. brings or has the potential to bring the reputation of S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/ or S.S.A.A. into disrepute, as determined by the Committee in its absolute discretion; or

- (e) are not a Member.

In the event that a person nominated under Rule 23.1 is ineligible to sit on the Committee, the nomination shall be invalid.

21.3 Council Delegates

- (a) The Committee shall appoint two (2) members of the Committee each year to sit on the Council of S.S.A.A. (Tas). S.S.A.A. (Tas) is to be notified in writing (submitted to the S.S.A.A. (Tas) Secretary) not later than seven (7) days prior to the Annual General Meeting of S.S.A.A. (Tas).
- (b) The Committee may at its discretion replace any person appointed to sit on the Council of S.S.A.A. (Tas) in accordance with Rule 21.3(a), this includes the filling of any casual vacancy.
- (c) Committee members, including temporary or permanent replacements, who have been appointed as delegates to sit on the Council of S.S.A.A. (Tas) are required, when acting in their capacity as delegates, to act in the best interests of S.S.A.A. (Tas), In the event of a conflict of interests between the duty owed to S.S.A.A. Glenorchy Inc. and S.S.A.A. (Tas), the interests of S.S.A.A. (Tas) will prevail.

21.4 Disqualification as a Committee member

A member of the Committee shall be disqualified from sitting on the Committee and automatically removed from such position if they:

- (a) become bankrupt;
- (b) become of unsound mind;
- (c) are no longer a resident of the state of Tasmania;
- (d) are convicted of a criminal offence, which the association of such conviction to S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/or S.S.A.A. brings or has the potential to bring the reputation of S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/ or S.S.A.A. into disrepute, as determined by the Committee in its absolute discretion; or
- (e) have failed to comply with Rule 24(h) or ceased to be a member of S.S.A.A. (Tas) or S.S.A.A Glenorchy Inc. for any other reason.

In the event that a person is automatically removed as a Committee member pursuant to this Rule 21.4, the Committee may nominate a replacement to take the disqualified Committee member's place, provided that such person is not ineligible to sit on the Committee as provided under Rule 21.2.

22. RESPONSIBILITIES OF COMMITTEE

- (a) The affairs of S.S.A.A. Glenorchy Inc. shall be managed by a Committee constituted as provided in Rule 21.

- (b) The Committee :-
- (i) shall control and manage the business and affairs of S.S.A.A. Glenorchy Inc.;
 - (ii) may, subject to this Constitution, exercise all such powers and functions as may be exercised by S.S.A.A. Glenorchy Inc., other than those powers and functions that are required by this Constitution to be exercised by general meetings of S.S.A.A. Glenorchy Inc.;
 - (iii) shall have the authority to interpret the meaning of this Constitution and any matter relating to S.S.A.A. Glenorchy Inc. on which this Constitution is silent, and such interpretation shall be final and binding on all Members; and
 - (iv) subject to the Associations Incorporation Act 1964 and this Constitution, has the power to perform all such acts and things that appear to the Committee to be essential for the proper management of the business and affairs of S.S.A.A. Glenorchy Inc.
- (c) The Committee may at any time appoint, stating the length of such appointment, any number of persons of distinguished position or attainments to be a Patron of S.S.A.A. Glenorchy Inc. An elected Patron of S.S.A.A. Glenorchy Inc. shall not have any voting rights or seek office of S.S.A.A. Glenorchy Inc.
- (d) Nothing in this Constitution empowers the Committee, the Executive Committee or any Member to represent or make out that they, in an individual capacity or on behalf of S.S.A.A. Glenorchy Inc., act as agent for S.S.A.A. and/or S.S.A.A. (Tas).

23. ELECTION OF OFFICERS

23.1 Nominations

Nominations of candidates for election as officers of S.S.A.A. Glenorchy Inc.:

- (a) shall be made in writing, signed by two (2) Individual Members and accompanied by the written consent of the candidate and a brief description of the candidate's experience and reasons for seeking the position (which shall be endorsed on the form of nomination); and
- (b) shall be delivered to the Secretary of S.S.A.A. Glenorchy Inc. not later than thirty five (35) days prior to the date fixed for the holding of the Annual General Meeting; and
- (c) shall be dated by the Secretary with the date of receipt.

23.2 Election

- (a) If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

- (b) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- (c) If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held.
- (d) The ballot for the election of officers shall be conducted at the Annual General Meeting in such usual and proper manner as the Committee may direct.

24. VACATION OF OFFICE

For the purposes of this Constitution, the position of an officer of S.S.A.A. Glenorchy Inc. becomes vacant if the officer:

- (a) dies;
- (b) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his creditors, or makes any assignment of his estate for their benefit;
- (c) becomes of unsound mind;
- (d) resigns his office by writing under his hand addressed to the Committee;
- (e) ceases to be resident in the state of Tasmania;
- (f) is, or has been, convicted of a criminal offence, which the association of such conviction to S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/or S.S.A.A. brings or has the potential to bring the reputation of S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) and/ or S.S.A.A. into disrepute, as determined by the Committee in its absolute discretion;
- (g) fails, without leave granted by the Committee, to attend three consecutive meetings of the Committee;
- (h) fails to pay any arrears of subscription(s) due by them in accordance with Rule 5.8 (a). (For the avoidance of doubt an Officer may attend meetings but no voting rights exist during the twenty eight (28) day period of grace past the due date until the fees are paid); or
- (i) ceases to be a member of S.S.A.A. Glenorchy Inc. or S.S.A.A (Tas) for any other reason.

25. MEETINGS OF COMMITTEE

- (a) The Committee shall meet at such place and such times as the Committee shall determine.
- (b) Special meetings of the Committee may be convened by the President, or any four of its members.
- (c) Notice shall be given to members of the Committee of any special meeting, specifying the general nature of the business to be transacted, and no other business shall be transacted at such a meeting.

- (d) A quorum of a meeting of the Committee shall be half the number of members of the Committee plus one (1).
- (e) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the Executive Committee at its sole discretion, in consultation with those in attendance shall determine the need and date and place for another meeting, unless the meeting was a special meeting, in which case it lapses.
- (f) At Meetings of the Committee-
 - (i) the President, or in his absence the Senior Vice-President, or in the absence of both the President and the Senior Vice-President, the other Vice-President; or
 - (ii) if the President and the two (2) Vice-Presidents are absent, such one (1) of the remaining members of the Committee as may be chosen by the members present;
 shall preside.
- (g) Questions arising at meetings of the Committee or of any sub-committee appointed by the Committee shall be determined on a show of hands or, if demanded by a member, by a poll taken in such a manner as the person presiding at the meeting may determine.
- (h) Each member of the Committee present at a meeting of the Committee is entitled to one (1) vote each and, in the event of an equality of votes on any question the motion shall be lost.
- (i) Written notice of each Committee meeting shall be served by the Secretary upon each member of the Committee by:
 - (i) post to their usual last known place of abode; or
 - (ii) email to their usual last known email address; or
 - (iii) facsimile sent to the last known facsimile number;
 at least fourteen (14) days before the meeting.
- (j) Observers shall not be allowed at Committee meetings unless required for specific items of business in which case their attendance shall be limited to the extent as determined by the Committee. The Committee may in its absolute discretion conduct meetings open to the members to the extent that it sees fit.

26. SUB-COMMITTEES

- (a) The Committee may at any time appoint a sub-committee comprised from the members of the Committee as it may think fit and shall prescribe the powers and functions thereof. The Committee shall also set the quorum requirements for each sub-committee having regard to the number of members of same.

- (b) The Committee may co-opt as members of a sub-committee such persons as it thinks fit, but a person so co-opted is not entitled to vote.

27. DISCLOSURE OF INTEREST IN CONTRACTS & CONFLICTS OF INTEREST

- (a) A member of the Committee who is interested in any contract or arrangement made or proposed to be made with S.S.A.A. Glenorchy Inc. shall disclose his interest at the first meeting of the Committee at which the contract or arrangement is first taken into consideration if his interest then exists, or in any other case, at the first meeting of the Committee after the acquisition of his interest.
- (b) If a member of the Committee becomes interested in a contract or arrangement after it is made or entered into, he shall disclose his interest at the first meeting of the Committee after he becomes interested.
- (c) No member of the Committee shall vote as a member of the Committee in respect of any contract or arrangement in which he is interested and if he does so vote his vote shall not be counted.

28. EXECUTIVE COMMITTEE

The President, the Vice-Presidents, Secretary, Treasurer or Secretary/Treasurer constitute an executive of the Committee, which may issue instructions to the Public Officer and the servants of S.S.A.A. Glenorchy Inc. in matters of urgency connected with the management of the affairs of S.S.A.A. Glenorchy Inc. during the intervals between meetings of the Committee, and where any such instructions are issued shall report thereon to the next meeting of the Committee.

29. ANNUAL S.S.A.A SUBSCRIPTION AND BRANCH DISBURSEMENTS

- (a) Annual subscription fees for S.S.A.A (Tas) Individual Members will be set by S.S.A.A.
- (b) The annual subscription of S.S.A.A. (Tas) Individual Members is due on the date as shown on the renewal notice from S.S.A.A.
- (c) Payment of the annual subscription should be made by S.S.A.A. (Tas) Individual Members direct to S.S.A.A. membership office, or as directed.
- (d) Should payment of the annual S.S.A.A. (Tas) subscription remain unpaid for more than twenty eight days (28) or the Member's name is deleted as an "active member" from the S.S.A.A. monthly membership list, whichever occurs first, then that Member shall cease to be a member of S.S.A.A. Glenorchy Inc.
- (e) Membership fee disbursements for S.S.A.A. (Tas) Individual Members shall be paid direct by S.S.A.A. to S.S.A.A. (Tas). S.S.A.A. (Tas) will then forward a percentage, if any, of such disbursement as it determines in its absolute discretion to S.S.A.A. Glenorchy Inc.

30. NOTICES

A notice may be served by or on behalf of S.S.A.A. Glenorchy Inc. upon any Member either personally or by sending it through the post in a prepaid letter addressed to the Member at their usual or last known place of abode.

31. EXPULSION OF MEMBERS

31.1 Expulsion

The Committee may cancel a Member's membership expelling such Member from S.S.A.A. Glenorchy Inc. by a resolution of the Committee if the Member has refused or neglected to comply with the provisions of this Constitution, any By-Laws, any lawful resolutions/directions of the Committee, any conditions of membership, and/or in the opinion of the Committee been guilty of conduct prejudicial to the interests of S.S.A.A. Glenorchy Inc., S.S.A.A (Tas) and/or S.S.A.A. provided that:

- (a) a motion pursuant to this Rule 31.1 may not be proposed unless the Member concerned has been notified in writing of the intention to propose such resolution, at least fourteen (14) days prior to the meeting at which such motion is to be considered;
- (b) the notice and agenda for such meeting states that the case for the expulsion of the Member is to be considered;
- (c) in considering a motion pursuant to Rule 31.1, the Committee may hear such reasonable evidence as the Member concerned wishes to present and may hear evidence from any other person whether or not such person is a member of S.S.A.A., S.S.A.A. (Tas) or S.S.A.A. Glenorchy Inc.;
- (d) the decision to expel a member must be carried by a resolution approved by two thirds of the Committee present and voting;
- (e) any person ceasing to be a member of S.S.A.A. Glenorchy Inc. pursuant to this Rule 31 automatically forfeits any claim, right or action it has, or may have, against S.S.A.A., S.S.A.A. (Tas) and/or S.S.A.A. Glenorchy Inc., and each Member releases S.S.A.A., S.S.A.A. (Tas) and/or S.S.A.A. Glenorchy Inc. in regards to such claim, right or action, such release to take effect immediately upon expulsion.

31.2 Time of Expulsion

The expulsion of a Member pursuant to Rule 31.1 takes effect on the passing of the resolution by the Committee concerning such person's expulsion.

31.3 Required Action Upon Expulsion

Where the Committee expels a person from being a Member, the Secretary shall, without undue delay, cause to be served on such person a notice in writing stating that the Committee has expelled the person as a member of S.S.A.A. Glenorchy Inc.

32. SEAL OF S.S.A.A. Glenorchy Inc.

- (a) The seal of S.S.A.A. Glenorchy Inc. shall be in the form of a rubber stamp, inscribed with the name of S.S.A.A. Glenorchy Inc. encircling the word 'seal'.
- (b) The seal of S.S.A.A. Glenorchy Inc. shall not be affixed to any instrument except by the authority of the Committee and the affixing thereof shall be attested by the signatures either of two (2) members of the Executive Committee or of one (1) member of the Executive Committee and one (1) other person as the Committee may appoint for that purpose, and that attestation is sufficient for all purposes that the seal was affixed by authority of the Committee.
- (c) The Secretary shall keep a register of the use of the seal of S.S.A.A. Glenorchy Inc., such register to show
 - (i) the date of the Committee meeting authorising the use of the seal, and
 - (ii) a brief outline of the document upon which the seal is used,
 - (iii) the date upon which the seal is used, and
 - (iv) the names and office of the two (2) people authorised to counter sign the seal for that document.
- (d) The Secretary shall make the register available to the Officers of S.S.A.A. Glenorchy Inc. or at a meeting of the Committee, as and when required.
- (e) The seal shall remain in the custody of the Secretary.

33. PUBLIC OFFICER

- (a) A Public Officer shall be appointed to carry out all of the duties required of such position by this Constitution and the Associations Incorporation Act 1964 and all amendments made to it. The Public Officer must be over the age of eighteen (18) years and reside in the state of Tasmania. It is the responsibility of the Committee to appoint the Public Officer and ensure that the position does not remain vacant for more than fourteen (14) days.
- (b) Within fourteen (14) days of appointment, the Public Officer must give notice in writing to the Commissioner of his appointment and of his full name, address, and occupation and any subsequent changes herein.
- (c) If the Public Officer changes his address, he shall, within fourteen (14) days after the change, give notice in writing to the Commissioner of the change.

34. POWERS OF THE PRESIDENT

- (a) The President may delegate such parts of his authority to other members of the Executive Committee as may be necessary for the efficient administration of S.S.A.A. Glenorchy Inc.

- (b) The President shall act as liaison officer between S.S.A.A. Glenorchy Inc. and all other Associations, bodies, persons or groups including Government bodies.
- (c) The President shall not commit S.S.A.A. Glenorchy Inc. to the expenditure of more than \$100 without the consultation and agreement of the Executive Committee.
- (d) Only the President or such other person(s) appointed by the Committee may speak publicly or release any statement on behalf of S.S.A.A. Glenorchy Inc.

35. AMENDMENT OF CONSTITUTION

- (a) The Constitution shall not be altered, varied, added to or repealed unless:
 - (i) the Council of S.S.A.A. (Tas) approves in writing to such proposed alteration, variation or addition; and
 - (ii) not less than 75% of the Individual Members and Life Members present at an Annual General Meeting or Special General Meeting specially convened for that purpose are in favour of such alteration, variation, addition or repeal.
- (b) any proposed amendment to the Constitution must be lodged with the Secretary of S.S.A.A. (Tas) not later than thirty five (35) days prior to a scheduled Council Meeting where the proposed amendment shall be considered; and
- (c) in the event that the proposed amendment is approved by S.S.A.A. (Tas) in accordance with Rule 35(b), prior notice of the proposed amendment to the Constitution must be given to all Individual and Life Members, in accordance with either Rule 14(a) or 14(b), not later than twenty one (21) days prior to the date set for the meeting; and
- (d) where approved, details of the amendments and evidence of the changes being acknowledged by the Office of Consumer Affairs and Fair Trading – Business Affairs Branch, shall be forwarded to the SSAA (Tas) Secretary within twenty eight (28) days of the date the amendments were approved.

36. NAME, EMBLEMS AND GOODWILL OF S.S.A.A. Glenorchy Inc.

- (a) The name, emblem, insignia and badge or other insignia of S.S.A.A. Glenorchy Inc. shall be of a design approved by Committee and S.S.A.A. (Tas) and shall not be used for any purpose except those expressly authorised by the provisions of this Constitution and the policies of S.S.A.A. Glenorchy Inc. and SSAA (Tas).
- (b) No individual or entity may use the name, trade mark, trade name, emblems or other insignia of S.S.A.A. Glenorchy Inc., S.S.A.A. (Tas) or S.S.A.A. without written consent being first obtained from the Committee and secondly from the S.S.A.A. (Tas).

37. BY – LAWS

The Committee may by passing a resolution by simple majority at a Committee meeting make By-Laws for the better governance and operation of S.S.A.A. Glenorchy Inc. subject to:

- (a) notice of any proposed resolution regarding the passing of any By-Law and the rationale for such by-law being provided to the Committee not less than thirty five (35) days prior to the date of the relevant meeting of the Committee;
- (b) the By-Law not being in conflict with any provision of this Constitution; and
- (c) All By-Laws so enacted shall be appended to this constitution and made available to the membership under the same conditions as this constitution.

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