



Associations Incorporation Act 2009 (NSW)

Sporting Shooters Association of Australia
(New South Wales) Inc.

STANDARD AFFILIATE CLUB CONSTITUTION

Grafton Pistol Club

Insert Name or Affiliate Club

Sporting Shooters Association of Australia (New South Wales) Inc.
PO Box 1001 ST MARYS NSW 1790
Tel: 02 8889 0400
Fax: 02 8889 0442
Web: www.ssaansw.org.au

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Sporting Shooters Association of Australia (New South Wales) Inc
STANDARD AFFILIATE CLUB CONSTITUTION

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Historical Notes

Approved on 6 September 2014.

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**Standard Constitution of Affiliate Clubs of the
Sporting Shooters Association of Australia (New South Wales) Inc.**

1. DETAILS OF THE AFFILIATE CLUB

1.1. Name of the Affiliate Club

The name of the Affiliate Club is set out in Item 1 of Schedule 1.

1.2. Registered Office of the Affiliate Club

The Registered Office of the Affiliate Club at the time of incorporation or adoption of this Constitution is set out in Item 2 of Schedule 1.

1.3. Date of Incorporation

The date on which the Affiliate Club was incorporated under the Act is set out in Item 3 of Schedule 1.

2. RELATIONSHIP WITH SSAA NSW

2.1. SSAA NSW

The Sporting Shooters Association of Australia (New South Wales) Inc., recognised in the Regulations as a peak firearms association, offers affiliation to clubs to support their NSW Firearms Registry club approval.

2.2. Affiliate Club

2.2.1 The Affiliate Club is an incorporated association that has been granted affiliation with SSAA NSW in accordance with the SSAA NSW Constitution.

2.2.2 All Members of the Affiliate Club must also be Individual Members of a Member Branch of SSAA NSW.

2.2.3 The Affiliate Club is independent and autonomous in the day-to-day operation of its affairs except on a matter that extends in effect and implication, directly or indirectly, to SSAA NSW or its Member Branches.

2.3. Requirements to Remain a SSAA NSW Affiliate Club

Without limiting any requirement imposed under the SSAA NSW Constitution, for the Affiliate Club to become and remain an Affiliate Club of SSAA NSW, the Affiliate Club must:

- 2.3.1 adopt and maintain the Standard Affiliate Club Constitution, with any amendments, insertions or deletions approved in writing by SSAA NSW prior to their adoption in accordance with the terms of this Constitution;
- 2.3.2 pay the Affiliate Club Fees to SSAA NSW;
- 2.3.3 comply with the Act;
- 2.3.4 comply with this Constitution;
- 2.3.5 comply with the SSAA NSW Constitution;
- 2.3.6 require that all of their Members be and remain Individual Members of a Member Branch of SSAA NSW;
- 2.3.7 comply with all applicable laws and regulations, in particular the Firearms Laws;
- 2.3.8 have at least the minimum number of Members as prescribed under the Act and/or the Firearms Laws, whichever is greater;
- 2.3.9 be solvent;
- 2.3.10 operate within the requirements for obtaining and maintaining not-for-profit status under the Tax Acts; and
- 2.3.11 be and remain an incorporated association under the Act.

2.4. Use of the Organisation's Name and Marks

- 2.4.1 The name "Sporting Shooters Association of Australia", the words "Sporting Shooters" or any other badge, badge design, logo, business name, trading name or trade mark, whether registered or otherwise, as commonly used or owned by the SSAA Organisation, are the preserve and/or property of SSAA National and/or SSAA NSW.
- 2.4.2 The use of any of the items referred to in subclause 2.4.1 above by the Affiliate Club is conditional on the Affiliate Club:
 - 2.4.2.1 observing the aims, objects and purposes of the Affiliate Club and SSAA NSW;
 - 2.4.2.2 being a SSAA NSW Affiliate Club; and
 - 2.4.2.3 complying with the terms of this Constitution and the SSAA NSW Constitution.

- 2.4.3 Except for any of the items referred to in subclause 2.4.1 above, the Affiliate Club must not use any badge, badge design, logo, business name, trading name or trade mark, whether registered or otherwise, to identify itself, either generally or one or more of its public activities or events, without the prior written approval of SSAA NSW.

3. DEFINED TERMS AND INTERPRETATION RULES

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 legislation enacted dealing with incorporated associations in New South Wales;

“**Annual Returns**” is as defined in clause 9.7;

“**Affiliate Club**” means the entity named in Item 1 of Schedule 1;

“**Affiliate Club Fees**” has the meaning given in the SSAA NSW Constitution;

“**Code of Conduct**” means the Code of Conduct contained in Schedule 7;

“**Committee**” means the committee of management of the Affiliate Club;

“**Committee Member**” means a Member who is elected to one of the positions listed in Item 1 of Schedule 4;

“**Constitution**” means this constitution of the Affiliate Club, including Schedules 1 to 7;

“**Financial Year**” means the period as defined in Item 4 of Schedule 1;

“**Firearms Laws**” means the *Firearms Act 1996* (NSW), the *Firearms Regulation 2006* (NSW) and any other laws and regulations concerning the regulation of firearms in New South Wales, as amended or replaced from time to time;

“**Individual Member**” means a natural person who is a current member of a SSAA NSW Member Branch;

“**Junior Vice President**” is the junior vice president of the Affiliate Club, if one is elected;

“**Member**” means a natural person who is a current member of the Affiliate Club;

- “**Member Branch**” means an incorporated association that is admitted to the membership of SSAA NSW as a Member Branch;
- “**Membership Fee**” means the amount of annual subscription fee payable by a Member as prescribed by the Affiliate Club for any given Financial Year;
- “**Other Shooting Organisations**” means any organisation involved in the shooting sports that is not a part of the Affiliate Club or SSAA Organisation structures;
- “**President**” means the president of the Affiliate Club;
- “**Public Officer**” means the member of the Committee so appointed under subclause 7.5.1;
- “**Register**” means the register of Members referred to in clause 12.1;
- “**Registered Office**” means the address listed in Item 2 of Schedule 1;
- “**Regulations**” means the *Associations Incorporation Regulation 2010* (NSW) and any other subordinate legislation made under the Act;
- “**Renton’s**” means the publication, whether in a single volume or otherwise, under the title *Guide for Meetings and Organisations* by N. E. Renton (8th edition, 2005) or any such other book and edition as may be approved by the NSW Association;
- “**Schedule**” means a schedule to this Constitution;
- “**Secretary**” means the secretary of the Affiliate Club;
- “**Senior Vice President**” means the senior vice president of the Affiliate Club, if one is elected;
- “**SGM Request Date**” has the meaning given in subclause 6.3.3;
- “**Special Resolution**” is a resolution adopted under clause 6.10;
- “**SSAA National**” means the Sporting Shooters Association of Australia Inc., being incorporated association no. A6120 in South Australia under the *Associations Incorporation Act 1985* (SA);
- “**SSAA NSW**” means the Sporting Shooters Association of Australia (New South Wales) Inc., being incorporated association no. Y1460144 in New South Wales under the Act;
- “**SSAA NSW Board**” means the directors of SSAA NSW acting as a board;
- “**SSAA NSW Constitution**” means the constitution of SSAA NSW;

“**SSAA Organisation**” means the community of associations headed by SSAA National carrying the name “Sporting Shooters Association of Australia;

“**SSAA Subscription**” means the amount of annual subscription fee payable by an Individual Member as prescribed by SSAA National, in relation to their specific category of individual membership of the SSAA Organisation;

“**Standard Affiliate Club Constitution**” means the Standard Affiliate Club Constitution as adopted from time to time by SSAA NSW as the constitution to be adopted by its Affiliate Clubs;

“**Tax Acts**” means the *Income Tax Assessment Act 1936* (Cth); the *Income Tax Assessment Act 1997* (Cth) and the *Tax Administration Act 1953* (Cth), as amended or replaced from time to time;

“**Treasurer**” means the treasurer of the Affiliate Club;

“**Vice President**” is the vice president of the Affiliate Club, if one is elected.

3.2. Interpretation

Unless the context suggests otherwise, in this Constitution:

- 3.2.1 headings, charts and diagrams are for convenience only and do not affect interpretation or have operative effect;
- 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 a reference to a “**legal representative**” means a legal practitioner entitled to practise law in New South Wales under the *Legal Profession Act 2008* (NSW), as amended or replaced from time to time;
- 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
- 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 or the Regulations, the provisions of the Act or the Regulations would prevail.

3.4. Governing Law

The interpretation and application of this Constitution are governed by the law of New South Wales.

4. AIMS, OBJECTS AND PURPOSES

4.1. Affiliate Club

The aims, objects and purposes of the Affiliate Club are set out in Schedule 2.

4.2. SSAA NSW

The aims, objects and purposes of the Affiliate Club must be aligned with those of SSAA NSW as defined in the SSAA NSW Constitution.

5. MEMBERSHIP

5.1. Categories of Membership

The categories of membership of the Affiliate Club are set out in Item 1 of Schedule 3.

5.2. Criteria for Membership

The criteria for admission as a Member of the Affiliate Club are set out in Item 2 of Schedule 3.

5.3. Admission of New Members

The process for admission of a new Member of the Affiliate Club is set out in Item 3 of Schedule 3:

5.4. Membership Fees

5.4.1 The Committee may prescribe the annual Membership Fee payable by a Member.

- 5.4.2 Where the Committee has not prescribed the annual Membership at any given annual general meeting, the membership for the previous Financial Year will apply.

5.5. No Limit on Number of Members

The number of Members is not limited.

5.6. Maintenance of Membership

A Member will remain a Member provided that:

- 5.6.1 the Member continues to meet the criteria set out in Item 2 of Schedule 3; and
- 5.6.2 the Member has paid the relevant Membership Fee for the current Financial Year to the Affiliate Club.

5.7. Cessation of Membership

- 5.7.1 Without limiting the effect of any other provision of this Constitution, a Member ceases to be a Member automatically if they:

- 5.7.1.1. die;
- 5.7.1.2. resign their membership by written notice to the Secretary;
- 5.7.1.3. fail to pay the Membership Fee to the Affiliate Club by the due date for payment;
- 5.7.1.4. are expelled or suspended from the membership of the Affiliate Club; or
- 5.7.1.5. cease to be an Individual Member of a SSAA NSW Member Branch.

- 5.7.2 No resignation of membership of the Affiliate Club is effective except in compliance with this clause 5.7.

- 5.7.3 A Member who ceases to be a Member, for whatever reason, shall:

- 5.7.3.1. not use any property of the Affiliate Club;
- 5.7.3.2. forfeit all rights in and claims upon the Affiliate Club and its assets; and
- 5.7.3.3. immediately return to the Affiliate Club any documents, records or other property of the Affiliate Club in the possession, custody or control of that Member.

6. GENERAL MEETINGS

6.1. Timing of Annual General Meetings

- 6.1.1 The Affiliate Club shall convene an annual general meeting of the Members within the period of six (6) months after the end of each Financial Year of the Affiliate Club.
- 6.1.2 The Affiliate Club shall hold its first annual general meeting within a period of eighteen (18) months of the incorporation of the Affiliate Club under the Act.

6.2. Calling of Annual General Meetings

- 6.2.1 The annual general meeting of the Affiliate Club shall, subject to the Act, and this Constitution, be convened at such location, venue, date and time as determined by the Committee.
- 6.2.2 In addition to any other business which may be transacted at an annual general meeting, the business of the annual general meeting shall be:
 - 6.2.2.1. to confirm the minutes of the last preceding annual general meeting and of any and all special general meetings held since that annual general meeting;
 - 6.2.2.2. to receive from the Committee reports upon the activities of the Affiliate Club during the last preceding Financial Year, including a report on the finances of the Affiliate Club;
 - 6.2.2.3. to elect the Committee Members;
 - 6.2.2.4. to receive and consider the statements which are required to be submitted to the Members pursuant to the Act;
 - 6.2.2.5. to appoint an auditor, if required under clause 9.5 below, for the ensuing Financial Year;
 - 6.2.2.6. to discuss any agenda items put forward by Members in writing at least seven (7) days prior to the annual general meeting with explanations of the items;
 - 6.2.2.7. to discuss any agenda items put forward by the Committee; and
 - 6.2.2.8. to discuss any general business the Members wish to raise from the floor.

6.3. Calling of Special General Meetings

- 6.3.1 The Affiliate Club is to convene a special general meeting of the Affiliate Club if one is requested:
- 6.3.1.1. by the Committee; or
 - 6.3.1.2. in writing by five percent (5%) of the total number of Members of the Affiliate Club.
- 6.3.2 A request under paragraph 6.3.1.2 above by the Members for a special general meeting must:
- 6.3.2.1. state the purpose(s) of the meeting;
 - 6.3.2.2. be signed by the requisite number of Members, as required under subclause 6.3.1.2 above, making the request; and
 - 6.3.2.3. be lodged with either the Secretary or the President.
- 6.3.3 If the Committee fails to give notice of a special general meeting within one (1) month after the date (the “**SGM Request Date**”) on which a request under paragraph 6.3.2 above is lodged with the Committee, for a special general meeting to be held within two (2) months from the SGM Request Date, any one or more of the Members who made the request for a special general meeting may give written notice within two (2) months of the SGM Request Date to each of the Members of a special general meeting of the Affiliate Club, to be held no earlier than three (3) months and no later than four (4) months after the SGM Request Date.
- 6.3.4 Notice of a special general meeting called by the Members under paragraph 6.3.1.2 above may be given by the NSW Association on behalf of the said Members, the cost of which will be charged to the Affiliate Club.
- 6.3.5 The Members who incur an expense arising from convening a special general meeting under subclause 6.3.3 above are entitled to be reimbursed by the Affiliate Club for any reasonable expense so incurred.
- 6.3.6 A special general meeting convened by the Members under subclause 6.3.3 above shall be convened as nearly as is practicable in the same manner as general meetings convened by the Committee.

6.4. Notice of General Meetings

- 6.4.1 Except where the nature of business proposed to be dealt with at a general meeting requires a Special Resolution, the Secretary shall, at least fourteen (14) days before the date fixed for the holding of the

general meeting, cause to be sent to each Member, in the manner prescribed in clause 15.1 below, a notice specifying the location, venue, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

- 6.4.2 Where the nature of the business proposed to be dealt with at the general meeting requires a Special Resolution 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 Member in the manner provided in subclause 6.4.1 above in addition to the intention to propose the resolution.
- 6.4.3 In the case of an annual general meeting, notice shall be given in accordance with subclauses 6.4.1 and 6.4.2 above.
- 6.4.4 In the case of a special general meeting, no business other than that specified in the notice under subclauses 6.4.1 and 6.4.2 above shall be transacted at that special general meeting.
- 6.4.5 Subject to subclause 6.4.2 above, a 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 from the Member.
- 6.4.6 In the case of an annual general meeting or special general meeting, the notice given convening it must specify as such.

6.5. Presiding at General Meetings

At any general meeting of the Affiliate Club:

- 6.5.1 the President is to preside;
- 6.5.2 if the President is absent or unwilling to preside, the Senior Vice President or Vice President, whichever is applicable, is to preside;
- 6.5.3 if the President and the Senior Vice President, if one is elected, are absent or unwilling to preside, the Junior Vice President, if one is elected, is to preside;
- 6.5.4 if the President and the Vice President(s) are absent or unwilling to preside, the Members present will elect one of their number to preside at the general meeting; and
- 6.5.5 if all of the above fails, the general meeting is deemed not to have a quorum for the purposes of clause 6.6 below.

6.6. Quorum of General Meetings

- 6.6.1 No item of business shall be transacted at a general meeting unless a quorum of Members is present during the time the meeting is considering that item.
- 6.6.2 The quorum of any general meeting of the Affiliate Club is no less than five percent (5%) of the total number of Members of the Affiliate Club.
- 6.6.3 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.
- 6.6.4 If, at the meeting that has been adjourned under subclause 6.6.3 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.
- 6.6.5 In the case of a special general meeting convened by the Members under paragraph 6.3.1.2 above, the quorum must include a minimum of fifty percent (50%) of the Members who made the request to convene the special general meeting.

6.7. Procedure of General Meetings

- 6.7.1 For the purposes of this part 6, where there is a reference to the Secretary at a time when the Affiliate 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.

6.8. Adjournment of General Meetings

- 6.8.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of the 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 general meeting at which the adjournment took place.
- 6.8.2 Where a general meeting is adjourned for fourteen (14) days or more, the Secretary shall give written notice of the adjourned meeting to all of the Members.
- 6.8.3 Subject to subclause 6.8.2 above, notice of an adjourned meeting is not required to be given to the Members.

6.9. Decision-Making and Voting at General Meetings

- 6.9.1 Subject to this clause 6.9, clause 6.11 and subclause 7.1.4 below, the Members have the power to determine any question before a general meeting.
- 6.9.2 Any question before a general meeting may be put by any Member, provided that any such motion is seconded by another Member.
- 6.9.3 A question 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 or secret ballot is demanded, the question is resolved by the chairperson that a resolution has, on a show of hands:
- 6.9.3.1. been carried unanimously;
 - 6.9.3.2. carried by a particular majority; or
 - 6.9.3.3. lost,
- and entry to that effect in the minute book of the Affiliate Club is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 6.9.4 At any general meeting, a poll may be demanded by the chairperson or any Member present on any specific question.
- 6.9.5 At any general meeting, a secret ballot may be demanded by the chairperson or any Member present in person on any specific question.
- 6.9.6 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.
- 6.9.7 The result of a poll or secret ballot, including the number of votes cast, shall be announced by the chairperson.
- 6.9.8 The Members, and only the Members, may cast one (1) vote each on every question put before a general meeting.
- 6.9.9 All votes at a general meeting are to be given personally by the Member and, for the avoidance of doubt, proxy voting is not permitted at any general meeting of the Affiliate Club.
- 6.9.10 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.

6.9.11 Any Member who may have a material or pecuniary interest in, or any other conflict of interest in relation to the question being considered must:

6.9.11.1. declare such interest to the meeting;

6.9.11.2. absent themselves from the meeting during the relevant debate and vote; and

6.9.11.3. refrain from exercising any vote in respect of that particular question being considered.

6.9.12 A resolution adopted by a general meeting is not invalid on the basis that the resolution was adopted without a quorum being present if and only if this was the direct result of compliance with subclause 6.9.11 above.

6.9.13 Only financial Members may vote.

6.10. Special Resolutions

Subject to the Act and clause 6.11 below, a Special Resolution is adopted if:

6.10.1 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;

6.10.2 a majority of votes comprising not less than seventy-five percent (75%) of the total number of votes of the Members present and voting at the general meeting has voted in favour of the Special Resolution; and

6.10.3 the chairperson declares the result of the resolution being put to the vote pursuant to subclause 6.9.3 above.

6.11. Directions from the Regulatory Authority

If it is found to be impossible or impractical for a required Special Resolution to be adopted, the Committee may act in accordance with any directions by the Registry of Cooperatives and Associations of New South Wales or any relevant regulatory authority in relation to the matter.

6.12. Postal Ballots

6.12.1 The Affiliate Club may, by Special Resolution of the Members in general meeting, agree for the Committee to be able to propose resolutions, including Special Resolutions, to be adopted by postal ballot, in which case any such postal ballot must be conducted in

accordance with this clause 6.12. For the avoidance of doubt, no resolution may be adopted by postal ballot if:

- 6.12.1.1. the Special Resolution referred to in this subclause 6.12.1 has not been adopted by the Members in general meeting;
or
 - 6.12.1.2. the Members in general meeting have resolved by Special Resolution to rescind a Special Resolution adopted under this subclause 6.12.1.
- 6.12.2 For the avoidance of doubt, the Affiliate Club cannot adopt a Special Resolution under subclause 6.12.1 above that would allow anybody other than the Committee to propose resolutions to be adopted by postal ballot.
- 6.12.3 A resolution approved by the requisite majority of the Members voting by such postal ballot has the same force and effect as such a resolution would have if carried by such a majority at a duly constituted general meeting or special general meeting of the Affiliate Club.
- 6.12.4 Postal ballots may be conducted by ordinary post, registered post, facsimile transmission or email or by a combination of the above.
- 6.12.5 For the conduct of a postal ballot, the Committee is to send to all Members the ballot papers, including the voting form, particulars of the business in relation to the resolution, an explanation of the voting procedure and notice of the closing date of the postal ballot, which must be no less than twenty-one (21) days from the date of the dispatch of the ballot papers.
- 6.12.6 Any voting form received after 5:00 pm on the closing date of a postal ballot is deemed to be invalid and must not be counted.
- 6.12.7 Postal ballots are to be conducted in accordance with the Act.

7. MANAGEMENT

7.1. Management by Committee

- 7.1.1 The Committee is responsible for the management of the internal affairs of the Affiliate Club.
- 7.1.2 Without limiting the effect of any other provision of this Constitution, the Committee is responsible for ensuring the Affiliate Club's continuing compliance with:
 - 7.1.2.1. the SSAA NSW Constitution;

- 7.1.2.2. the Act;
 - 7.1.2.3. this Constitution; and
 - 7.1.2.4. all applicable laws and regulations, in particular the Firearms Laws.
- 7.1.3 Without limiting the general application of the duties contained in the Act and this Constitution, the Committee must observe and adhere to the Code of Conduct.
- 7.1.4 The Committee must reasonably comply with any resolution of the Members in general meeting except where compliance with the resolution would:
- 7.1.4.1. cause the Affiliate Club to breach this Constitution;
 - 7.1.4.2. cause the Committee to breach this Constitution;
 - 7.1.4.3. be unlawful;
 - 7.1.4.4. contravene a law or regulation applicable to the Affiliate Club and/or the Committee;
 - 7.1.4.5. affect the status of the Affiliate Club under the Tax Acts;
 - 7.1.4.6. cause or be reasonably likely to cause the Affiliate Club to be insolvent; or
 - 7.1.4.7. be financially imprudent to do so.

7.2. Powers of the Committee

- 7.2.1 Subject to the Act and this Constitution, the Committee may:
- 7.2.1.1. control and manage the affairs of the Affiliate Club;
 - 7.2.1.2. exercise all such functions that are not required by the Act or the Constitution to be exercised by the Members in general meeting;
 - 7.2.1.3. perform all such acts and do all such things as deemed necessary, reasonable and/or appropriate by the Committee to be desirable for the proper management of the affairs of the Affiliate Club; and
 - 7.2.1.4. perform all such acts and do all such things as deemed necessary, reasonable and/or appropriate by the Committee to be desirable for the attainment or furtherance of the aims, objects and purposes of the Affiliate Club.

- 7.2.2 All of the powers of the Affiliate Club as contained in this clause 7.2 may be exercised by the Committee provided that such exercise of power is not required by the Act or the Constitution to be exercised by the Members in general meeting.
- 7.2.3 The powers of the Affiliate Club, including but not limited to those of the Committee, may be exercised by the President in 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.
- 7.2.4 When the President exercises a power of the Affiliate Club or of the Committee under subclause 7.2.3 above, the President must inform any interested third party that such exercise of power by the President is subject to confirmation and ratification by the Committee.

7.3. Duties of the Secretary

- 7.3.1 The Secretary shall, as soon as practicable after being elected as Secretary, lodge notice with the Affiliate Club of his or her address.
- 7.3.2 It is the duty of the Secretary to keep minutes of:
 - 7.3.2.1. all appointments of Committee Members and persons on the Committee;
 - 7.3.2.2. the names of Committee Members present at a Committee meeting or the names of Members present at a general meeting; and
 - 7.3.2.3. all proceedings at Committee meetings and general meetings.
- 7.3.3 The Secretary shall ensure that the minutes of proceedings at a meeting are signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting following a resolution confirming the minutes as being correct.
- 7.3.4 The Secretary shall attend to the correspondence of the Affiliate Club and all other duties as directed by the Committee.

7.4. Duties of the Treasurer

- 7.4.1 It is the duty of the Treasurer to ensure that:
 - 7.4.1.1. all moneys due to the Affiliate Club are collected and that all payments authorised by the Affiliate Club are made;
 - 7.4.1.2. correct books and accounts are kept showing the financial affairs of the Affiliate Club, including full details of all

receipts and expenditures connected with the activities of the Affiliate Club; and

- 7.4.1.3. financial statements, are prepared in accordance with the Act and all applicable accounting standards, are presented at each annual general meeting of the Affiliate Club.

7.5. Duties of the Public Officer

- 7.5.1 The Public Officer shall be appointed from one of the Committee to carry out all the duties required by this Constitution and the Act.
- 7.5.2 The Public Officer must be over the age of eighteen (18) years and reside in New South Wales.
- 7.5.3 It is the responsibility of the Committee to appoint the Public Officer and ensure that the position does not remain vacant for more than twenty-eight (28) days.

7.6. Conduct of Committee Meetings

- 7.6.1 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.
- 7.6.2 Additional meetings of the Committee may be convened at the request of the President or by any Committee Member.
- 7.6.3 Written notice of a meeting of the Committee must be given by the Secretary to each Committee Member 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.
- 7.6.4 Notice of a meeting of the Committee given under subclause 7.6.3 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 Members present at the meeting.
- 7.6.5 Subject to subclause 7.6.8 below, any three (3) Committee Members or seventy percent (70%) of Committee Members, whichever is greater, constitute a quorum for the transaction of the business at a meeting of the Committee.
- 7.6.6 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 time in the following week and the President or the Secretary must inform all Committee Members of the adjournment. If it is not possible to adjourn the meeting to the same

place at the same time 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 Committee Members present.

- 7.6.7 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.
- 7.6.8 At a meeting of the Committee:
- 7.6.8.1. the President shall preside;
 - 7.6.8.2. if the President is absent or unwilling to preside, the Senior Vice President or Vice President, whichever is applicable, is to preside;
 - 7.6.8.3. if the President and the Senior Vice President, if one is elected, are absent or unwilling to preside, the Junior Vice President, if one is elected, is to preside; and
 - 7.6.8.4. if the President and the Vice President(s) are absent or unwilling to preside, it shall be deemed that there is no quorum present.
- 7.6.9 No audio or video recording of all or any part of a meeting of the Committee may be made without the unanimous consent of all Committee Members present at each specific meeting.

7.7. Decisions of and Voting on the Committee

- 7.7.1 Questions arising at meetings of the Committee shall be determined by a majority of votes only by Committee Members present at the meeting.
- 7.7.2 No proxy voting is permitted on the Committee.
- 7.7.3 Subject to subclause 7.7.7 below, each Committee Member present at a meeting of the Committee, including the person presiding at the meeting is entitled to one (1) vote.
- 7.7.4 In the event of an equality of votes on any question, the person presiding at the meeting may exercise a second or casting vote.
- 7.7.5 The Committee may act notwithstanding any casual vacancy on the Committee at the time of the resolution.
- 7.7.6 Subject to subclause 7.7.7 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 Committee Member.

7.7.7 Any person present and entitled to vote at a meeting of the Committee who may have a disciplinary, material or pecuniary interest in, or any other conflict in relation to the matter being considered must:

7.7.7.1. declare such interest to the meeting;

7.7.7.2. absent themselves from the meeting during the relevant debate and the vote; and

7.7.7.3. refrain from exercising any vote in respect of that particular matter being considered.

7.7.8 A resolution adopted by the Committee is not invalid on the basis that the resolution was adopted without a quorum being present if and only if this was the direct result of compliance with subclause 7.7.7 above.

7.8. Postal Votes

7.8.1 Any resolution, except those dealing with casual vacancies and disciplinary matters, may be submitted to the vote of the Committee by means of a postal ballot, provided it has been moved and seconded by two (2) separate Committee Members.

7.8.2 A resolution approved by a majority of the Committee voting by such postal ballot has the same force and effect as such a resolution would have if carried by such a majority at a duly convened meeting of the Committee.

7.8.3 Postal ballots may be conducted by ordinary post, registered post, facsimile transmission or email or by a combination of the above.

7.8.4 For the conduct of a postal ballot, the Secretary is to send to all Committee Members the ballot papers, including the voting form, particulars of the business in relation to the resolution, an explanation of the voting procedure and notice of the closing date of the postal ballot, which must be no less than seven (7) days from the date of the dispatch of the ballot papers.

7.8.5 Any voting form received after 5:00 pm on the closing date of a postal ballot is deemed to be invalid and must not be counted.

7.8.6 Postal ballots are to be conducted in accordance with the Act.

7.9. Subcommittees

7.9.1 The Committee or the Members in general meeting may, by instrument in writing, delegate to one or more subcommittees

comprising 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:

- 7.9.1.1. this power of delegation;
 - 7.9.1.2. a power to contract with third parties or to incur a binding obligation on the Affiliate Club to a third party;
 - 7.9.1.3. a power, function or obligation specifically imposed on the Committee by the Act or by any other legislation;
 - 7.9.1.4. a power, function or obligation specifically imposed on a Committee Member by the Act or any other legislation; and
 - 7.9.1.5. a power, function or obligation specifically imposed on a Committee Member by the Constitution, including but not limited to clauses 7.1 to 7.2 above.
- 7.9.2 In any delegation of power to a subcommittee under subclause 7.9.1 above, the Committee must state the specific requirements for reporting to and ratification of recommendations and/or decisions by the Committee in the written instrument of delegation.
- 7.9.3 A function, the exercise of which has been delegated to a subcommittee under this clause 7.9 may, while the delegation remains unrevoked under subclause 7.9.6 below, or until the following annual general meeting, whichever is earlier, be exercised by the subcommittee in accordance with the terms of the delegation.
- 7.9.4 Notwithstanding any delegation under this clause 7.9, the Committee may continue to exercise any function delegated.
- 7.9.5 Unless and until any act or thing done or suffered by that subcommittee is reported to and ratified by the Committee, any such act or thing will have no force and effect.
- 7.9.6 The Committee or the Members in general meeting may, by instrument in writing, revoke wholly or in part any delegation under this clause 7.9 regardless of whether it was the Committee or the Members in general meeting that delegated the function to the relevant subcommittee under subclause 7.9.1 above.
- 7.9.7 The Committee or the Members in general meeting may appoint or remove one or more Members to a subcommittee.
- 7.9.8 Only Members who are members of a subcommittee are eligible to vote at meetings of the subcommittee.

- 7.9.9 Unless specified otherwise in this Constitution, the Committee or the Members in general meeting may prescribe any limit on the number of Members on a subcommittee.
- 7.9.10 The chairperson of each subcommittee shall be responsible for the meeting and the adjournment of the meetings and such subcommittee may meet and adjourn as it thinks proper.
- 7.9.11 The Committee may call a meeting of any subcommittee from time to time as the former sees fit or necessary.
- 7.9.12 Meetings of subcommittees are to be conducted in accordance with clauses 7.6 and 7.7 above as if it is the Committee for the purposes of that clause.

7.10. Disclosure of Interests

- 7.10.1 The nature of the interest of a Committee Member relevant to any matter to be considered by the Committee must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration.
- 7.10.2 If a Committee Member becomes interested in a matter after it is made or entered into by the Committee, the declaration of the interest must be made by that Committee Member at the first meeting of the Committee held after the Committee Member becomes so interested.
- 7.10.3 Any disclosure given by a Committee Member in accordance with this clause 7.10 must be recorded in the minutes of the relevant Committee meeting.
- 7.10.4 Nothing in this clause 7.10 reduces or removes any obligation of a Committee Member under subclause 7.7.7 above.

7.11. Indemnity for the Committee

- 7.11.1 To the extent that there is no insurance coverage, every Committee Member is indemnified out of the funds of the Affiliate Club against any liability incurred in the proper discharge of any duty or function undertaken on behalf of the Affiliate 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.
- 7.11.2 No Committee Member is responsible for:
 - 7.11.2.1 any other Committee Member;
 - 7.11.2.2 for any Committee Member by the insufficiency or deficiency of value of, or title to any property or security acquired or taken on behalf of the Affiliate Club; or

- 7.11.2.3. 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.

8. COMMITTEE MEMBERS AND THE CONDUCT OF ELECTIONS

8.1. Composition of the Committee

- 8.1.1 The positions of the Committee are set out in Item 1 of Schedule 4.
- 8.1.2 Subject to subclause 8.1.3 below, no single person may occupy two (2) or more positions on the Committee at the same time.
- 8.1.3 The offices of the Secretary and the Treasurer may be held by the same person at any given time.

8.2. Restrictions on Committee Members

- 8.2.1 A person 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:
- 8.2.1.1. the person is not or ceases to be a Member; and
 - 8.2.1.2. the person is not or ceases to be an Individual Member of a SSAA NSW Member Branch.
- 8.2.2 Further restrictions which determine that a person 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 are set out in Item 2 of Schedule 4.
- 8.2.3 Further to subclause 8.2.2 above, the criteria which determine that a person is not eligible to be nominated or elected to the Committee without disclosure of the relevant details to the annual general meeting or the special general meeting, which must then by separate vote approve that person's nomination immediately before are set out in Item 3 of Schedule 4.
- 8.2.4 If any of the events of subclause 8.2.3 above occurs in relation to any elected Committee Member, the Committee Member may not continue to hold office unless:
- 8.2.4.1. after disclosure of the relevant details to the Committee within three (3) months of the event, the Committee resolves that the Committee Member may continue to hold office; and

- 8.2.4.2. if that Committee Member's term does not expire at the subsequent annual general meeting, the decision of the Committee is ratified at that meeting by secret ballot.

8.3. Term and Nature of Offices

- 8.3.1 The term of office for positions of the Committee are set out in Item 4 of Schedule 4.
- 8.3.2 Each Committee Member is to hold office until the conclusion of the elections at the annual general meeting at which their term expires.
- 8.3.3 Committee Members are eligible for re-election.
- 8.3.4 Service as a Committee Member is honorary and voluntary and no Committee Member may be paid, either directly or indirectly and either in cash or in kind, for any services rendered as a Committee Member unless the Members at a specific general meeting have by ordinary resolution agreed to pay an honorarium to specific Committee Members for the preceding year.

8.4. Elections of Committee Members

- 8.4.1 Nominations for election of Committee Members are to done in accordance with the process set out in Item 5 of Schedule 4.
- 8.4.2 Elections of Committee Members are to take place:
- 8.4.2.1. at each annual general meeting of the Affiliate Club after the business of the previous annual general meeting has been completed and confirmed and all reports have been made; or
- 8.4.2.2. at a special general meeting convened under subclause 8.5.3 below, after its agenda has been adopted by the meeting.
- 8.4.3 If no nominations are accepted by the returning officer for any given vacant office on the Committee, then such office is deemed to be a casual vacancy as from the conclusion of the annual general meeting or special general meeting.
- 8.4.4 If only one (1) nomination is accepted by the returning officer for any given vacant office on the Committee, then the relevant candidate is deemed to be elected.
- 8.4.5 If more than one (1) nomination is accepted by the returning officer for any given vacant office on the Committee, a secret ballot shall be held to elect the new Committee Member in accordance with the procedure as set out in Renton's.

- 8.4.6 Any newly-elected Committee Member must, within fourteen (14) days of being elected to the Committee, declare in writing to the Committee of their acceptance of the Code of Conduct and their agreement to comply with it and such written declarations are to be kept with the register of Committee Members maintained in accordance with clause 12.2 below.

8.5. Casual Vacancies on the Committee

- 8.5.1 For the purpose of this Constitution, a casual vacancy for a position on the Committee occurs if a Committee Member:
- 8.5.1.1. dies;
 - 8.5.1.2. resigns their office by notice in writing given to the Secretary;
 - 8.5.1.3. is no longer eligible for office for one or more of the reasons listed under clause 8.2 above;
 - 8.5.1.4. is removed from office under clause 8.6 below;
 - 8.5.1.5. becomes of unsound mind or whose person or estate is at risk of being dealt with in any way under a guardianship law relating to mental health; or
 - 8.5.1.6. in the reasonable opinion of the Committee, is absent from three (3) or more consecutive meetings of the Committee without justified cause.
- 8.5.2 Subject to subclause 8.5.3 below, in the event of a casual vacancy occurring on the Committee, the Committee may appoint a Member to fill the vacancy and the Member so appointed shall hold office, subject to this Constitution, until the next annual general meeting or special general meeting at which elections are to be held.
- 8.5.3 If five (5) or more casual vacancies, separately or together, have occurred on the Committee between annual general meetings, then a special general meeting shall be called by the Committee to fill such vacancies in accordance with clause 8.4 above.
- 8.5.4 The Committee cannot appoint a Member, who has been removed from the Committee under clause 8.6 below in the previous five (5) years, to fill a casual vacancy on the Committee. For the avoidance of doubt, a Member who has been removed from the Committee may be nominated and/or elected to the Committee by the Members at a subsequent annual general meeting or special general meeting.

8.6. Removal of a Specific Committee Member

- 8.6.1 Subject to this clause 8.6, the Members in special general meeting may by Special Resolution and secret ballot remove any Committee Member from office with immediate effect before the expiration of the person's term and may by ordinary resolution appoint another Member to hold office until the next annual general meeting or special general meeting at which elections are to be held.
- 8.6.2 Notice of the proposed resolution to remove the Committee Member for the purpose of subclause 8.6.1 above must be sent with the notice of the special general meeting in accordance with clause 6.4 above.
- 8.6.3 The Committee Member to whom a proposed resolution for the purpose of subclause 8.6.1 above relates must:
- 8.6.3.1. be provided with all relevant materials concerning the case against the Committee Member at the same time as the notice for the special general meeting is given under subclause 8.6.2 above;
 - 8.6.3.2. be invited to attend the proposed special general meeting;
 - 8.6.3.3. be given adequate opportunity to address the proposed special 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 special general meeting and Renton's; and
 - 8.6.3.4. be given an adequate opportunity to make written representations and have them distributed to all Members present at the special general meeting.
- 8.6.4 If the Members remove the Committee Member but do not resolve to appoint a replacement Committee Member at that special general meeting, the vacant position is to be dealt with as a casual vacancy in accordance with subclauses 8.5.2 and 8.5.4 above.

9. FINANCIAL MATTERS

9.1. Financial Year

The Financial Year of the Affiliate Club is set out in Item 4 of Schedule 1.

9.2. Financial Control

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

9.3. Sources of the Funds of the Affiliate Club

- 9.3.1 The funds of the Affiliate Club shall be derived from:
- 9.3.1.1. Membership Fees;
 - 9.3.1.2. gifts, bequests and donations;
 - 9.3.1.3. such other sources as the Committee determines or receives.
- 9.3.2 The funds of the Affiliate Club must not be:
- 9.3.2.1. conditional on any action that is unlawful and/or contrary to the aims, objects or purposes of the Affiliate Club; and
 - 9.3.2.2. derived directly or indirectly from a source that is unlawful and/or contrary to the aims, objects or purposes of the Affiliate Club.
- 9.3.3 All money received by the Affiliate Club shall be deposited by the Treasurer or a person so authorised by the Committee as soon as practicable, and with no deduction or setoff, to the credit of the bank account of the Affiliate Club.
- 9.3.4 The Treasurer or a person so authorised by the Committee shall, as soon as practicable after receiving any money, cause to have issued an appropriate receipt or Tax Invoice, as appropriate, unless it is not reasonably practicable to do so.
- 9.3.5 All subcommittees, sections and/or groups within the Affiliate 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.

9.4. Management of Funds

- 9.4.1 Subject to the Act and this Constitution, the assets and income of the Affiliate Club shall be applied solely in the furtherance of the aims, objects and purposes of the Affiliate Club as set out in Schedule 2.
- 9.4.2 No portion of the assets and income of the Affiliate Club shall be distributed or paid, directly or indirectly, to the Members except as *bona fide* and reasonable payment for services rendered, expenses incurred on behalf of the Affiliate Club as approved by the Committee, or as prizes or awards for competitions that are open to Members.

9.4.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two (2) separate members of the Committee.

9.4.4 In accordance with the Act, the Public Officer, by virtue of that office, is an authorised signatory of the Affiliate Club.

9.4.5 Where the Committee elects to use electronic banking facilities, each and every transaction must be authorised by two (2) separate authorised signatories.

9.5. Audit

9.5.1 Where required by the Act or the Members in general meeting, the Affiliate Club is to appoint an auditor or auditors and such appointment is to be made by the Members at the annual general meeting.

9.5.2 The auditor so appointed under subclause 9.5.1 above must:

9.5.2.1. be in public practice;

9.5.2.2. not be an Member;

9.5.2.3. not be closely related to a member of the Committee;

9.5.2.4. be an auditor registered with the Australian Securities and Investments Commission under the *Corporations Act 2001* (Cth) or any equivalent legislation; and

9.5.2.5. meet any other requirement imposed under the Act.

9.5.3 The auditor must conduct an audit at regular intervals, but not less than annually, and do so by examining all accounts, vouchers, receipts, books, etc. of the Affiliate Club and furnishing a report thereon to the Members at the annual general meeting.

9.6. Insurance

9.6.1 The Affiliate Club shall effect and maintain insurance as required by the Act and may do so, in all or in part, by being covered by insurance policies obtained by the SSAA NSW Association and/or SSAA National.

9.6.2 In addition to the insurance required under subclause 9.6.1 above, the Affiliate Club may effect and maintain other insurance as the Committee deems fit, necessary and/or appropriate.

9.7. Annual Returns

- 9.7.1 The Affiliate Club must send to the secretary of SSAA NSW a copy of each of the following documents (together the “**Annual Return**”) within two (2) months of its annual general meeting:
- 9.7.1.1. any document required to be lodged with the Registrar of Cooperatives and Associations of New South Wales or any government authority responsible for the regulation of associations;
 - 9.7.1.2. the minutes of the annual general meeting;
 - 9.7.1.3. a list of the current Members with their SSAA membership number; and
 - 9.7.1.4. a list of the Committee Members and their contact details.
- 9.7.2 In extenuating circumstances the Affiliate Club, may make a request in writing to the secretary of SSAA NSW, for an extension of the time period prescribed in subclause 9.7.1 above.

10. DISCIPLINE OF MEMBERS

10.1. Disciplinary Process

The disciplinary process of the Affiliate Club is set out in Schedule 5.

10.2. SSAA NSW Disciplinary and Appeals Mechanism

The Members in general meeting may by Special Resolution resolve to adopt the disciplinary and appeals mechanism set out in parts 12 and 13 of the SSAA NSW Constitution as the process to be used by the Affilifate Club.

11. INTERNAL DISPUTES

11.1. Dispute Resolution Process

The dispute resolution process of the Affiliate Club is set out in Schedule 6.

11.2. SSAA NSW Internal Dispute Resolution Process

The Members in general meeting may by Special Resolution resolve to adopt the internal dispute resolution process set out in part 14 of the SSAA NSW Constitution as the process for the Affilifate Club.

12. COMMON SEAL, RECORDS AND REGISTERS

12.1. Register of Members

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

12.2. Register of Committee Members

12.2.1 The Affiliate Club must maintain a register of all Committee Members, which shall contain the following information in relation to each Committee Member:

12.2.1.1. the Committee Member's full name, date of birth and residential address;

12.2.1.2. the date on which the Committee Member took office;

12.2.1.3. the date on which the Committee Member vacated office; and

12.2.1.4. other particulars as may be prescribed by the Act.

12.2.2 The register of Committee Members must be kept at the main premises of the Affiliate Club, or if the Affiliate Club has no premises, at the Registered Office of the Affiliate Club set out in Item 2 of Schedule 1.

12.2.3 Any change to the particulars of one (1) or more of the Committee Members of the Affiliate Club must be recorded in the register within one (1) month after the change occurs.

12.2.4 The Secretary is responsible for maintaining the register of Committee Members.

12.2.5 The register must be made available for inspection in accordance with clause 12.5 below.

12.3. Common Seal of the Affiliate Club

12.3.1 The Common Seal of the Affiliate Club, if the Affiliate Club has one, shall be kept in the custody of the Public Officer.

12.3.2 The Common Seal is not required to execute an instrument for and on behalf the Affiliate Club.

12.3.3 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 Committee Member.

- 12.3.4 A register shall be kept by the Public Officer of all documents to which the Common Seal is attached and shall include the names of the signatories and the date.

12.4. Custody of the Books and Records of the Affiliate Club

- 12.4.1 Except as otherwise provided for in this Constitution, the Act and/or the Firearms Laws, the Public Officer shall keep in his or her custody, or under his or her control, all records, books, registers and other documents relating to the Affiliate Club.
- 12.4.2 Upon any change of Public Officer, the departing Public Officer shall ensure that all records, books, registers and other documents relating to the Affiliate Club will be transferred to the custody of the incoming Public Officer within fourteen (14) days of the change of the Public Officer.

12.5. Inspection of the Books and Records of the Affiliate Club

- 12.5.1 Subject to subclause 12.5.4 below, the records, books, registers and other documents of the Affiliate Club shall be open to inspection, but not copy, by a Member at any reasonable hour and at the convenience of the Public Officer.
- 12.5.2 The Public Officer, upon written request from a Member, shall provide copies of the records, books, registers and other documents of the Affiliate Club that are accessible in the public domain.
- 12.5.3 The Affiliate Club may not levy a fee for inspection and access to the records, books, registers and other documents of the Affiliate Club.
- 12.5.4 The Committee may, at its sole discretion, withhold from inspection those parts of the Affiliate Club's records, books, registers and other documents that it considers ought to be withheld from inspection because the disclosure of the information may be detrimental to the aims, objects and purposes of the Affiliate Club and/or the Organisation, or may infringe upon the confidential or personal rights of one or more Members.
- 12.5.5 For the purposes of subclause 12.5.4 above;
- 12.5.5.1 the Register of Members is deemed not to be open to inspection by a Member under this clause 12.5; and
- 12.5.5.2 where the Committee decides to withhold from inspection part of a document in its records, books, registers and other documents for any reason in subclause 12.5.4 above, the Committee is deemed to have decided to withhold the entire document from inspection.

13. AMENDMENTS TO THE CONSTITUTION

13.1. Procedure for Amending the Constitution

The Affiliate Club may amend the Constitution if, and only if:

- 13.1.1 the prior written consent of SSAA NSW has been obtained in relation to the proposed amendments;
- 13.1.2 notice of a Special Resolution with the proposed amendments was sent out with the notice given under clause 6.4 above;
- 13.1.3 the Members adopt a Special Resolution to that effect; and
- 13.1.4 the Public Officer lodges the Constitution as amended with the Registrar of Cooperatives and Associations of New South Wales in accordance with the requirements of the Act.

14. MEMBERSHIP RIGHTS AND LIABILITIES

14.1. Membership Not Transferable

Membership of the Affiliate Club is not transferrable.

14.2. Membership Entitlements Not Transferable

A right, privilege, entitlement, duty or obligation that a person has by reason of being a Member of the Affiliate Club:

- 14.2.1 is not capable of being transferred or transmitted to another person; and
- 14.2.2 terminates on cessation of that person's membership of the Affiliate Club.

14.3. Limitation of Liability of Members

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

15. NOTICES

15.1. Method of Giving Notice to Members

Subject to clause 15.3 below, for the purpose of this Constitution, a notice may be served by or on behalf of the Affiliate Club upon a Member either by:

- 15.1.1 hand delivery personally to the Member at their address entered in the Register;
- 15.1.2 sending it by ordinary prepaid post, express post, registered post or courier to the Member at their address entered in the Register;
- 15.1.3 facsimile transmission to the Member's nominated facsimile number; or
- 15.1.4 email to the Member's nominated email address, provided that the Member has given notice in writing to the Affiliate Club of their willingness to receive notices from the Affiliate Club by email.

15.2. Deemed Date of Receipt

- 15.2.1 Where a notice and/or document is sent to a Member by properly addressing, prepaying and posting it to the Member, the notice and/or document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been 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 the *Evidence Act 1995* (NSW).
- 15.2.2 Where a notice and/or document is sent to a Member by facsimile transmission or email, the notice and/or document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been served on the Member at the time the transmission was made or, if the transmission did not take place between 9:00am and 5:00pm on a Business Day, at 9:00am on the next business day.

15.3. Registered Post or Courier Required for Certain Notices

- 15.3.1 All notices required to be sent to a Committee Member under subclause 8.6.3 above or to a Member under part 10 above must be sent by the Affiliate Club in a form that requires signature by the recipient upon receipt, but the notice is deemed to be served on the recipient at the time at which a standard letter would have been delivered in the ordinary course of post as defined in the *Evidence Act 1995* (NSW).
- 15.3.2 If the email address and facsimile number are known, any such notice must also be sent by email and/or facsimile transmission, but notice is not deemed to be served except by compliance with subclause 15.3.1 above.

16. WINDING UP OF THE AFFILIATE CLUB

16.1. Dissolution by Special Resolution

The Affiliate Club may, by Special Resolution:

16.1.1 decide to dissolve the Affiliate Club; or

16.1.2 cancel its affiliation with SSAA NSW.

16.2. Cancellation of Affiliation with SSAA NSW

16.2.1 The Members may by Special Resolution at a special general meeting resolve to cancel the SSAA NSW affiliation of the Affiliate Club.

16.2.2 In the event of the Affiliate Club resolving to cancel the affiliation with SSAA NSW under subclause 16.2.1 above, the Affiliate Club must give notice of the resolution to the SSAA NSW Board with a copy of the minutes of the meeting within seven (7) days from the adoption of the said Special Resolution.

16.2.3 The cancellation of affiliation takes effect thirty-five (35) days after notice is given under paragraph 16.2.2 above.

16.2.4 The Affiliate Club must still abide by this Constitution except for those rules or portion of rules specifically relating to SSAA NSW and affiliation.

16.2.5 On or before the date that the Affiliate Club ceases to be affiliated with SSAA NSW, the Affiliate Club is to do all acts necessary to remove all usage of any logos and marks belonging to SSAA NSW and/or SSAA National.

16.3. Surplus Assets of the Affiliate Club

In the event of the Affiliate Club being dissolved or wound up, the property that remains after the satisfaction of all debts and liabilities shall be paid and applied to an organisation which is exempt from income tax under the Tax Acts in the following order:

16.3.1 to some other institution or institutions, having aims, objects and purposes similar to those of the Affiliate Club to be determined by a Special Resolution at a general meeting of the Affiliate Club at the time of its dissolution; and

16.3.2 to any other not for profit sporting organisation to be determined by a Special Resolution at a general meeting of the Affiliate Club at the time of its dissolution, if no other not for profit organisation with similar aims, objects and purposes of the Affiliate Club exists at the time of the Affiliate Club's dissolution.

16.4. Distribution of Assets to Individual Members Prohibited

Nothing in this Constitution, including but not limited to this part 16, permits the payment or distribution of the surplus assets of the Association on dissolution to the Members.



**SCHEDULE 1
DETAILS OF AFFILIATE CLUB**

Item 1 Name of the Affiliate Club	
Item 2 Registered Office	
Item 3 Date of Incorporation	
Item 4 Financial Year	



SCHEDULE 2
AIMS, OBJECTS AND PURPOSES

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**SCHEDULE 3
MEMBERSHIP OF AFFILIATE CLUB**

Item 1 Categories of Membership	
Item 2 Membership Criteria	
Item 3 Membership Process	



SCHEDULE 4
AFFILIATE CLUB COMMITTEE

Item 1 Committee Positions	
Item 2 Restrictions on Committee Members	
Item 3 Disclosures Required by Committee Members	
Item 4 Term of Office	
Item 5 Nomination Process	



SCHEDULE 5
MEMBER DISCIPLINARY PROCESS

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SCHEDULE 6
INTERNAL DISPUTE RESOLUTION PROCESS

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SCHEDULE 7 CODE OF CONDUCT

This is adapted from the Code of Conduct of the Australian Institute of Company Directors as it was adopted in September 2005. In this Code of Conduct, an “Officer” means a Committee Member.

- 1. An Officer must act honestly, in good faith and in the best interests of the Affiliate Club as a whole.**
- 2. An Officer has a duty to use all reasonable due care and diligence in fulfilling the functions of their office and exercising the powers attached to their office, whether individually or acting collectively as the Committee.**
- 3. An Officer must use the powers granted to their office for a proper purpose, in the best interests of the Affiliate Club as a whole.**
- 4. An Officer must recognise that the primary responsibility is to the Affiliate Club as a whole but should, where appropriate, have regard for the interests of the Members and the aims, objects and purposes of the Affiliate Club.**
- 5. An Officer must not make improper use of information acquired as an Officer.**
- 6. An Officer must not take improper advantage of their position in the Affiliate Club.**
- 7. An Officer must not allow personal interests, or the interests of any associated person or entity (including another club to which the Officer belongs), to conflict with the interests of the Affiliate Club and, where such a conflict does arise, the Officer must properly manage any such conflict.**
- 8. An Officer has an obligation to exercise independent judgment and take independent actions and to take all reasonable steps to be satisfied as to the soundness of all decisions taken by the Committee.**
- 9. Confidential information received by an Officer in the course of the exercise of their duties remains the property of the Affiliate Club and it is improper to disclose it, or allow it to be disclosed, to any third party (including a Member) unless that disclosure has been authorised by the Committee or is required by law.**
- 10. An Officer should not engage in conduct likely to bring discredit upon the Affiliate Club or be prejudicial to the aims, objects and purposes of the Affiliate Club.**
- 11. An Officer has an obligation, at all times, to comply with the spirit, as well as the letter of the law and with the principles of this Code of Conduct.**
- 12. This Code of Conduct should be complied with in conjunction with the Constitution.**