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# PISTOL SHOOTING QUEENSLAND LTD

## CONSTITUTION



**Final | Nov 2014**

Approved AGM 9 November 2014

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## 1. DEFINITIONS AND INTERPRETATION

In these rules

### Definitions

- |                                     |   |
|-------------------------------------|---|
| (1) The Company                     | means the company limited by guarantee called Pistol Shooting Queensland Ltd.   |
| (2) Law                             | means the law according to the <i>Corporations Act</i>  |
| (3) Position Statements             | means Board of Directors position overviews, position descriptions and appropriate position task sheets   |
| (4) Company Policies and Procedures | means the Company's management, administration policies, procedures and agreements, operating requirements, communication, codes of conduct and shooting policies and/or procedures   |
| (5) Member                          | means any incorporated body (Member Club), the authorised representative of an unincorporated body or association (Member Club), or person (Pistol Shooter Member, Volunteer member or Life Member) admitted as members of the Company in accordance with these Rules |
| (6) The Board                       | means the Board of Management of the Company  |
| (7) Director                        | means a person elected to the Board   |
| (8) Seal                            | means the common seal of the Company  |
| (9) State                           | means the State of Queensland   |
| (10) Public Officer                 | means any person appointed public officer of the Company for the purposes of the <i>Income Tax Assessment Act 1997</i>  |
| (11) General Meetings               | means any Annual General Meeting (AGM) or General Meetings  |
| (12) Special Meeting                | means any Special Meeting of the Company requiring members' consideration other than the Company's AGM  |
| (13) Regional Members Meeting       | means a meeting of the clubs within the regions where clubs are provided an update of the Company's performance and future proposed activities by a representative of the Board and regional matters are attended to by the members of the region                     |
| (14) Family Member                  | means any person or persons who are related by birth, marriage or adoption, which includes partners and their family and includes any persons living or cohabitating with one another regardless of their relationship  |
| (15) Company Groups                 | means operational groups, sub-boards, sub-groups, project groups and/or teams of individuals selected by the Board to assist  |
| (16) Membership Fee                 | means the Company's membership only and doesn't refer to operating, activity, program or event costs and or fees  |
| (17) Activity Fees and Charges      | means the Company capitation, affiliation, operating, activity, program and or event costs, fees and/or levies  |
| (18) PSQ Club Membership Agreement  | refers to the co-signed 'PSQ Membership Agreement' for member classes determined by the Board from time to time which is required before membership is confirmed  |
| (19) Region Funds                   | as mentioned in these Rules refers to funds raised within the region for the development of the region, pistol shooting and pistol shooters   |
| (20) State Administrator            | means the employed person responsible to the Board for the day to day management, company secretary responsibilities and the conduct of business of the Company   |
| (21) Secretary                      | means the State Administrator appointed to perform the duties of a secretary of the Company   |

- (22) Legal Identity refers to a not-for-profit incorporated association compliant with the Office of Fair Trading (OFT) or Company Limited by Guarantee compliant with the Australian Securities and Investment Commission (ASIC)
- (23) Voting Delegate means an adult (over 18 years) nominated by a Member Club to vote at a General Meeting on behalf of that Member Club
- (24) Regions means the designated areas within the State where shooters live and shoot determined by the Board from time to time
- (25) Region Board Appointment refers to the appointment procedure used by clubs and the Board to appoint the Board personnel to regions every 4 (four) year cycle
- (26) Returning Officer means the person appointed as Returning Officer for a postal ballot in accordance with these Rules
- (27) Technology means the use of any technology for the purpose of communication in accordance with the Company's communication policy and procedure
- (28) Club Executive means the person elected or appointed as President, Vice President, Secretary and Treasurer of the Affiliated Member Club
- (29) Club Objectives means a member club's objectives as defined within their Rules of Association and or company objectives
- (30) Active Life Member means a Life Member who actively participates in or contributes to a company or the company's programs and services within the year
- (31) Signed by nominee as mentioned in rule 20 (4) means electronic email confirmation by the nominee for a candidate for Director of the Board
- (32) An ordinary resolution subject to Law, a resolution of any business at any general meeting shall be decided by a majority of votes
- (33) Special resolution these Rules, or any other Rules for the time being in force, may be altered, rescinded or repealed and new Rules may be made by special resolution passed by at least 75% of the votes cast by the Member Clubs of the Company present and eligible to vote

### Interpretation

- (34) words importing any gender include the other genders
- (35) the singular includes the plural and vice versa
- (36) Reference to Statute, code or law a reference to a statute, code or the Law (or to a provision of same) means the statute, code, Law (or provision of same) as modified or amended and in operation for the time being, or any statute, code or provision enacted (whether by the State or Commonwealth of Australia) in lieu thereof and includes any regulation or Rule for the time being in force under the statute, code or Law
- (37) an expression an expression used in a particular part or division of the Law that is given by that part or division a special meaning for the purposes of that part or division has, in any of these Rules that deals with the matter dealt with by that part or division, unless the contrary intention appears, the same meaning as in that part or division
- (38) headings are inserted for convenience and do not affect the interpretation of these Rules

Pistol Shooting Queensland Ltd  
ACN 010 284 563  
A company limited by guarantee not having a share capital

## **2. NAME**

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The name of the company is Pistol Shooting Queensland Ltd (**Company**).

## **3. REPLACEABLE RULES**

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This constitution displaces the Replaceable Rules.

## **4. OBJECTS**

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The objects of the Company are:

- (1) To manage, administer and promote the sport of competitive Pistol Shooting for its members including fostering participation in pistol shooting activities in events aligned with the Company's affiliation with Pistol Australia and Shooting Australia and their affiliated bodies, including the International Shooting Sport Federation.
- (2) To be the Queensland affiliate 'Association' of Pistol Australia Inc, or its successor, and act in accordance with the constitution of Pistol Australia Inc.
- (3) To facilitate the training of persons desirous of obtaining a weapons licence.

## **5. POWERS**

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- (1) Solely for the purpose of carrying out the objects in Rule 4 and not otherwise, the Company shall have all the powers of a person and any other powers of a company under the Law. Without limiting the foregoing, the Company has power to act as trustee or any trust or fund which may be established in furtherance of the Company's objects.

## **6. APPLICATION OF INCOME AND PROPERTY**

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- (1) The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no portion shall be paid or transferred directly or indirectly by way of bonus, dividend or otherwise by way of profit to the Member Clubs of the Company provided that nothing prevents the payment in good faith of:
  - (a) reimbursement of out-of-pocket expenses to any of the Directors, officers or employees of the Company or to any Member of the Company for expenses incurred in the conduct of services rendered to the Company; receipts for expenses incurred must be supplied to the Company for any entitlement to reimbursement to arise;
  - (b) remuneration to any Director or Pistol Shooter Member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business; and
  - (c) a financial benefit to a Director to which section 211(2) of the Law refers or payment of an insurance premium in respect of a contract insuring a Director to which section 212(1) of the Law refers.

## 7. AMALGAMATION

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- (1) In furtherance of the objects and purposes of the Company, the Company may amalgamate with any one or more organisations having objects similar to those of the Company and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as that imposed upon the Company.

## 8. WINDING UP OR DISSOLUTION

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- (1) Every Member Club of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while that Member Club is a Member or within 1 (one) year afterwards for payment of the debts and liabilities of the Company contracted before that Club ceases to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves provided that the amount that may be required from any Member Club shall not exceed \$20.
- (2) If upon the winding up or dissolution of the Company there remains, after the satisfaction of all debts and liabilities, any property at all then such property shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other organisation having objects similar to those of the Company and which shall prohibit the distribution of its or their income and property among its or their Members.
- (3) The liability of the Members is limited.

## 9. CLASSES OF MEMBERS

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The membership of the Company shall consist of the following classes of members:

- (1) **MEMBER CLUB:** An incorporated or non-incorporated body which has a constitutional objective requiring the club to be a compliant member of Pistol Shooting Queensland Ltd shall be eligible for admission as a Member Club, if 100% of the applicant club's 'Pistol Shooter Members' are financial members of the Company, and on approval of its application for membership pays the requisite fees and charges (Rule 10), or such other sum as may be determined from time to time by the Board.

**A Member Club shall be:**

- (a) subject to the provisions of these Rules and the signed Membership Agreement
- (b) provided the use of Member services at the cost specified from time to time by the Board
- (c) eligible to participate in events and courses arranged by the Company
- (d) on payment of their fees, entitled to 1 (one) vote if the member is a compliant legal identity as described in rule 1(22).

The number of Member Clubs shall be unlimited.

- (2) **PISTOL SHOOTER MEMBER:** A person, who is at least 11 (eleven) years of age, a financial member of a fully compliant and financial Member Club and who is either:
  - (a) the holder of a Category H Pistol Club Shooter's (PC1) licence or equivalent; or
  - (b) accepted as a member of the Member club with the intention of their applying for a Category H Pistol Club Shooter's (PC1) licence; or is in the process of making such an application.

**Pistol Shooter Member is:**

- (a) subject to the provisions of these Rules
- (b) eligible to participate in events and courses arranged by the Company
- (c) not entitled to attend any general meeting of the Company
- (d) entitled to hold office or otherwise take part in the management of the Company if the person is an adult over the age of 18 (eighteen) years and is a member of a compliant Member Club.

The number of Pistol Shooter Members shall be unlimited.

- (3) **VOLUNTEER MEMBER** shall be a person who is not a Pistol Shooter Member (Rule 9 (2)) who serves as a Company volunteer.

**Volunteer Member shall be:**

- (a) subject to the provisions of these Rules
- (b) exempt from the payment of membership fees
- (c) not entitled to attend any General Meeting of the Company as a Volunteer Member
- (d) Volunteer Members over 18 (eighteen) years are entitled to hold office or otherwise take part in the management of the Company and all privileges connected therewith.

The number of Volunteer Members shall be unlimited.

- (4) **LIFE MEMBER:** shall be a person who has provided meritorious services to the Company and meets the criteria as set by the Company, whose nomination has been passed by the Board and confirmed by a majority of members present at the Annual General Meeting of the Company.

**Life Members shall be:**

- (a) subject to the provisions of these Rules
- (b) exempt from the payment of membership fees
- (c) will be entitled to speak at a General Meeting if the Life Member is an active participant in the Company's activities as described in rule 1(30) , but if the Life Member is a non-active member in the Company's programs or activities, they will not be entitled to speak at General Meetings of the Company
- (d) entitled to hold office or otherwise take part in the management of the Company and shall be entitled to all privileges connected therewith.

The Life Members numbers shall be limited so that no more than 2 (two) Life Memberships are nominated in any one year.

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**10. FEES AND CHARGES**

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- (1) The membership fee as mentioned in Rule 1 (16):
- (a) is the amount decided by the Member Clubs from time to time at a General Meeting; and
  - (b) is payable when, and in the way, the Board decides.
- (2) Activity Fees and Charges (Registration) as mentioned in Rule 1 (17):
- (a) is the amount decided by the Board from time to time and
  - (b) is payable when, and in the way, the Board decides.

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## 11. ADMISSION OF NEW MEMBERS

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### (1) Member Club

- (a) The Board shall consider an application in the prescribed form for Member Club membership at a Board meeting, within 14 days of receipt of the application.
- (b) If the application for membership is approved by the Board an invoice shall be sent to the relevant Member Club stating the applicable fees. Upon receipt of the relevant fee a membership certificate shall be issued to the Member Club.
- (c) A club admitted to membership in accordance with the Rules shall be entered in the Register and shall be a Member Club of the Company unless and until such membership is terminated in accordance with these Rules.
- (d) In applying for club membership, the applicant shall undertake that if admitted as a Member Club, the club will comply with the provisions of the Rules of the Company and of the by-laws and pronouncements of the Board then in force or which may from time to time be in force.
- (e) The Board may in its discretion, and without being required to assign any reason, reject any application for admission to club membership of the Company. In such a case a Notice of Rejection shall be sent to the applicant club.
- (f) A club's application to be a Member Club may be approved by the Board despite a number of associated application/s from person/s from that club for Pistol Shooter, Volunteer or Life membership/s being rejected by the Board. In such a case, the Board's decision shall be communicated to the club accompanied by an invoice stating the applicable fees and any Notice/s of Rejection for delivery to the rejected persons.
- (g) There shall be no appeal in respect of a rejection of membership.
- (h) Rejection of a person/s from Pistol Shooter membership/s of the Company shall not invalidate a Member Club membership notwithstanding the provisions of Rule 9(1).

### (2) Pistol Shooter Member

- (a) Applications for Pistol Shooter membership shall only be considered if received from a Member Club, or with a club's application for membership as a Member Club.
- (b) The Board shall consider an application in the prescribed form for Pistol Shooter membership received only from a relevant Member Club, at a Board meeting, within 14 days.
- (c) Whilst multiple such memberships may be considered if received in conjunction with a Member Club application, the Board may decide to accept or reject persons on an individual basis notwithstanding the Member Club's application being accepted.
- (d) If personal membership/s is approved by the Board an invoice shall be sent to the relevant Member Club stating the applicable fee/s. Upon receipt of the relevant fee/s a membership card shall be issued to the member/s.
- (e) A person admitted to membership in accordance with the Rules shall be entered in the Register as a Pistol Shooter Member and/or Life Member of the Company



as decided by the Board, unless and until, such membership is terminated in accordance with these Rules.

- (f) In applying for membership, the applicant undertakes that if admitted as a Pistol Shooter Member and/or Life Member they will comply with the provisions of the Rules of the Company and of the by-laws and pronouncements of the Board then in force or which may from time to time be in force.
- (g) The Board may at its discretion, and without being required to assign any reason, reject any person's application for membership as a Pistol Shooter Member. In such a case, a Notice of Rejection for the person shall be sent to the Member Club for delivery to the applicant.
- (h) There shall be no appeal in respect of a rejection of membership.

## 12. WHEN MEMBERSHIP ENDS

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### (1) Member Club

A body admitted to membership shall cease to be a Member Club if:

- (a) it resigns;
- (b) it has a liquidator, provisional liquidator, receiver, receiver and manager or official manager or Administrator appointed to it;
- (c) it resolves to wind-up or is subject to an order to wind-up;
- (d) it enters into a scheme of arrangement with its creditors or otherwise compromises or compounds with its creditors;
- (e) it is found by the Board to have failed to comply with these Rules and any regulations or by-laws of the Company;
- (f) it is found to have conducted itself in a manner prejudicial or, injurious to the interests, objects and principles of Pistol Shooting Queensland and/or Pistol Australia, or duplicitous in its undertakings with Pistol Shooting Queensland and/or Pistol Australia.
- (g) it has its membership of the Company terminated by the passing of an ordinary resolution as defined in Rule 1(32) at a general meeting of the Company;
- (h) it appeals against termination of its membership under Rule 13(1) and is unsuccessful;
- (i) it is in arrears of membership fees for more than two months unless just cause has been demonstrated to the satisfaction of the Board;
- (j) its constitution ceases to comply with Rule 9 (1);
- (k) in the case of a Member Club being an unincorporated body or association, the authorised representative ceases to be a Pistol Shooter Member and/or Life Member Club of the company; or
- (l) it is otherwise no longer eligible for Member Club membership under this constitution.

Subject to renewal, the Member Club's membership with the Company expires on the date prescribed and stated by the Board on the Member Club's Membership Certificate each year.

If a Member Club ceases to be a Member, the Member Club remains liable for all outstanding 'fees and charges' (Rule 10), and any other money due to the Company.

However, the Company is not required to return any fees or charges paid by the Member Club during the financial year that the Member Club withdrew.

The Company Secretary will forward a written notice of termination and a summary of the reasons for the decision to terminate the club's membership where its membership of the Company is terminated by the Board pursuant to aforementioned sub-rules 12(1)(e) and/or 12(1)(f)

There is no right of appeal for termination as a result of the remaining sub-rules.

**(2) Pistol Shooter Member and/or Life Member**

A person admitted as a Pistol Shooter Member and/or Life Member shall cease to be a member if, he or she:

- (a) dies or;
- (b) resigns from a Member Club and subject to the approval of the Board does not join another Member Club within 14 days, or such other time considered appropriate by the Board;
- (c) is a Pistol Shooter and/or Life Member of an incorporated Member Club which ceases to be a Member Club and he or she does not join, or transfer to, another Member Club within 14 days, or such other time considered appropriate by the Board;
- (d) is a Pistol Shooter and/or Life Member of an unincorporated Member Club and the authorised representative of that Member Club ceases to be a Pistol Shooter or Life Member unless either; another Pistol Shooter or Life Member is not selected to be the authorised representative of that Member Club, or he or she joins, or transfers to, another Member Club within 14 days, or such other time considered appropriate by the Board;
- (e) is adjudicated bankrupt or enters into a deed of arrangement or assigns his or her estate for the benefit of his or her creditors;
- (f) is incapable of continuing to act as a Member due to physical or mental incapacity with 'mental incapacity' as defined by Queensland legislation;
- (g) he or she is prevented under this or another Act or by an order of a Magistrates Court or another court from holding or obtaining a firearm licence;
- (h) is no longer a fit and proper person to hold a licence pursuant to the provisions of section 10B of the *Weapons Act 1990*, or any section of subsequent legislation;
- (i) has their firearm licence revoked pursuant to the provisions of the *Weapons Act 1990*, or any subsequent legislation;
- (j) ceases to be eligible for the class of membership in which he or she was admitted;
- (k) has his or her membership terminated by the Board, for not complying with this Constitution, the by-laws or Codes of Conduct of the Company;
- (l) has his or her membership terminated by the Board which has found the person/s have conducted themselves in a manner prejudicial or, injurious to the interests, objects and principles of Pistol Shooting Queensland and/or Pistol Australia, or has been duplicitous in their undertakings with Pistol Shooting Queensland and/or Pistol Australia;
- (m) is excluded by the Member Clubs of the Company, whether or not on the recommendation of the Board, by the passing of an ordinary resolution as defined in Rules 1 (32) in general meeting that he or she be excluded from the Company;

- (n) ceases to be a fully financial member of their Member Club, Pistol Shooting Queensland and/or Pistol Australia.

The Pistol Shooter Member's membership with the Company expires on the date prescribed by the Board and stated on the person's Pistol Shooting Queensland membership card each year.

A Pistol Shooter Member cannot resign directly from the Company. A Pistol Shooter Member wishing to resign from the Company must do so by resigning from their Member Club.

If the Pistol Shooter Member resigns from the Company, they must pay all outstanding membership, activity fees, and any other money due to the Company. However, the Company is not required to return any fees or charges paid by the Pistol Shooter Member during the financial year that the Pistol Shooter Member resigned.

A person who has their firearm licence suspended pursuant to the provisions of the *Weapons Act 1990*, or any subsequent legislation shall be suspended from membership of the Company until such suspension is removed.

At least three Board Directors may consider any evidence of matters which could result in termination of a person's membership pursuant to the aforementioned sub-rules 12(2) (k) and/or 12(2) (l).

The Board may request the person attend a meeting in person or by telephone to discuss the matter/s and respond to any allegations in relation to the matter/s in question. Alternatively, the person may elect to make a written submission in relation to the matter.

After consideration of any evidence and the person's explanation, if provided, the Board may either decide to dismiss the matter, sanction the person by the giving of an informal or formal warning, suspending the person's membership for a period not exceeding three months, or by terminating the person's membership by a notice of termination. The severity of the Board's sanction shall be reflective of the seriousness and frequency of the indiscretion.

A person whose membership is suspended or terminated shall be given a written notice of suspension or termination and a summary of the reasons for the decision. A person will only be able to lodge an appeal when the termination or suspension is a result of a finding of the Board that the person has contravened the aforementioned sub-rules 12(2)(k) and/or 12(2)(l) only. There is no right of appeal for termination as a result of the contravening the remaining sub-rules.

### **13. APPEAL AGAINST TERMINATION OF MEMBERSHIP**

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#### **(1) Member Club**

- (a) A Member Club whose membership is terminated pursuant to Rules 12(1) (e) and/or 12(1) (f) may, within one month of being provided written notice and a summary of the reasons for the decision, as provided for in Rule 12(1), lodge with the Secretary a written notice of their intention to appeal against the decision of the Board.
- (b) The written notice must be accompanied by a document/s stating the grounds for the appeal. No further grounds for appeal shall be considered by the general meeting formed to hear the appeal.

#### **(2) Pistol Shooter Member and/or Life Member**

- (a) A person whose membership is suspended or terminated pursuant to Rules 12(2) (k) and/or 12(2) (l) may, within one month of being provided written notice and a summary of the reasons for the decision, as provided for in Rule 12(2),

lodge with the Secretary a written notice of their intention to appeal against the decision of the Board.

- (b) The written notice must be accompanied by a document/s stating the grounds for the appeal. No further grounds for appeal shall be considered by an Appeal Panel gathered to hear the appeal.
- (c) The Appeal Panel shall consist of an odd number of his/her peers (a minimum of three), with membership of the Panel determined by the Board.

#### **14. TO DECIDE AN APPEAL**

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##### **(1) Member Club**

- (a) Upon receipt of a notification of intention to appeal against termination of membership, a general meeting will be convened within three months of the date of the Company's receipt of the notification, to determine the appeal.
- (b) The Company will provide a written notice of termination, a summary of the reasons for the decision to terminate the club's membership and the appellant's grounds for the appeal to the Secretary of all other Member Clubs at least 14 days prior to the respective general meeting to enable the other Member Clubs' delegates to be informed of the reasons for the termination decision and the grounds for the appeal.
- (c) A Member Club's delegate may attend and address the general meeting and shall be given a full and fair opportunity to explain why their club's membership should not be terminated within their stated grounds for appeal, but shall not be permitted to raise further grounds.
- (d) The appeal shall be determined by a simple majority of votes of Member Club delegates, or their proxies, at the general meeting. A Member Club which is unable to send a delegate may provide their proxy to the delegate of another Member Club.
- (e) The written result of the appeal shall be forwarded to the Secretary of the appellant club within seven days.
- (f) Once the appeal is determined no further appeals will be entertained by the Company.

##### **(2) Pistol Shooter Member and/or Life Member:**

- (a) Upon receipt by the Company of a notification of intention to appeal against a suspension or termination of membership, an Appeal Panel shall be convened within one month of the date of the receipt of the notification and grounds of appeal, to determine the appeal.
- (b) The written notice of suspension or termination, a summary of the reasons for the decision and the appellant's grounds for the appeal shall be forwarded to the Appeal Panel at least seven days prior to the respective Board meeting to enable the Panel members to be informed of the reasons for the termination or suspension decision and the grounds for the appeal.
- (c) The appellant may address the Appeal Panel in person, or by telephone, and shall be given a full and fair opportunity to explain why their membership should

not be suspended or terminated within their stated grounds for appeal but will not be permitted to raise further grounds.

- (d) The Board may also address the Appeal Panel to explain why the appellant's membership should be suspended or terminated.
- (e) The appeal shall be determined by a simple majority of the Appeal Panel members. The Appeal Panel will advise the Company of their decision within seven days of reaching their decision.
- (f) The written result of the appeal shall be forwarded to the appellant, and the Secretary of the appellant club, within seven days of receiving the Appeal Panel's decision.
- (g) Once the appeal is determined no further appeals will be entertained by the Company.

## **15. RESIGNATION OF MEMBERS**

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- (1) A Member Club may resign from the Company at any time by giving a written notice of resignation to the Company Secretary. The resignation shall take effect at the time the written resignation is received unless a later date is specified in the notice when it shall take effect on that later date.
- (2) A Pistol Shooter Member can only resign from the Company by resigning from their respective Member Club.

## **16. RIGHTS OF MEMBERS**

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- (1) A right, privilege or obligation of a person by reason of membership:
  - (a) is not capable of being transferred or transmitted to another person or Body; and
  - (b) terminates upon the cessation of membership, whether by death, resignation or otherwise.

## **17 REGISTER OF MEMBERS**

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- (1) The Board must keep a register of Members in accordance with the Law.
- (2) All Member Clubs and Pistol Shooter Members shall be allocated in the Register to the Regions in which they ordinarily reside or carry on their activities (as the case may be).

## **18. PROHIBITION ON USE OF INFORMATION ON REGISTER OF MEMBERS**

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- (1) A member of the Company must not:
  - (a) use information obtained from the register of members of the Company to contact, or send material to, another member of the Company for the purpose of advertising for political, religious, charitable or commercial purposes; or
  - (b) disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the Company for the purpose of advertising for political, religious, charitable or commercial purposes.

- (2) Subrule (1) does not apply if the use or disclosure of the information is approved by the Company.

## **19. PATRON**

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- (1) The Company may from time to time appoint and remove a patron or patrons of the Company.

## **20. MEMBERSHIP OF BOARD**

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- (1) The Company shall be managed by a Board of Directors comprising of a minimum of 4 (four) and maximum of 5 (five) and the appointed State Administrator. The Board of the Company shall consist of:
  - (1) Chairperson (President)
  - (2) Financial Director (Treasurer)
  - (3) Communication Director
  - (4) Director
  - (5) Director
  - (6) Appointed State Administrator (Secretary non-voting)
- (2) A member of the Board must satisfy the requirements of rule 21 (2).
- (3) The Office Bearers of the Company shall be positions 1 (one), 2 (two) and 6 (six).
- (4) At each Annual General Meeting (AGM) of the Company, the members of the Board must retire from office in line with Subrule (5) but are eligible, upon nomination, for re-election.
- (5) All even-numbered members of the Board (2, 4) shall retire on even years and all odd-numbered members of the Board (1, 3, 5) shall retire on odd years.
- (6) A member of the Company may be appointed to a casual vacancy on the Board under Rule 22(1).

## 21. ELECTING DIRECTORS OF THE BOARD

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The election of Directors shall be conducted as follows or in accordance with Rule 43 by postal ballot:

- (1) Any 2 (two) Financial Member Clubs of the Company at the time of the nomination may nominate another member who is the “**candidate**”, not in conflict with Rule 20 (4) and or Subrule 2, to stand as a Director of the Board.
- (2) A person may be a candidate only if the person:
  - (a) is a natural person;
  - (b) is an adult over the age of 18 (eighteen) years; and
  - (c) is a member of the Company as defined in these rules.
  - (d) is not precluded from obtaining and holding a Working with Children ‘Blue Card’
- (3) All nominations for Directors are to be in writing and in the hands of the Secretary 21 (twenty one) days prior to the Annual General Meeting; and
- (4) All candidates will be required to indicate in writing their ability to meet the skills, tasks and time required for the applied position as defined by the Company’s Position Statements. All prospective candidates will be required to complete the Board’s Position Statement nomination form and have it signed by the candidate and the two (2) nominees as mentioned in Rule 1 (31);
- (5) Candidates’ application forms must be circulated to Member Clubs and posted in a conspicuous place in the office, on the web or usual place of meeting of the Company for at least 14 (fourteen) days immediately preceding the Annual General Meeting;
- (6) Each Member Club of the Company present and eligible to vote at the Annual General Meeting may vote for 1 (one) candidate for each vacant position on the Board;
- (7) In the absence of any valid written nominations, candidates may be called or accepted from the floor of the Annual General Meeting. Those nominating from the floor will be required to verbally provide the members with evidence of their ability to meet skills, tasks and time required for the specified position as defined by the Board’s Position Statements. The Member Club representatives present and eligible to vote will accept or reject the candidate’s nomination based on the information provided by the candidate;
- (8) If any position has only 1 (one) candidate, the Member Club representatives present and eligible to vote will accept or reject the nomination based on the candidate’s ability to meet the Position Statement duties, if it is known. If there is doubt that the candidate possesses the skills to fill the position, the nomination shall be rejected and the position shall remain vacant until a suitable volunteer can be found under Rule 22, or that the Company has the ability to buy in the services of skilled personnel;
- (9) Balloting lists shall be prepared, if necessary, containing the names of the accepted candidates in alphabetical order for each position and each voting Member Club representative present at the Annual General Meeting shall be entitled to vote;
- (10) If after a vote has been conducted and candidates for 1 (one) position remains tied and deadlocked, the Member Club representatives present and entitled to vote can vote to accept or reject both candidates;
- (11) If both candidates are accepted the number of committee members may be increased by 1 (one) additional position until such time as the position is up for re-election as defined in rule 20 (4);
- (12) If rejected, then the position shall remain vacant until a suitable volunteer can be found under Rules 22 (1) or that the Company has the ability to buy in the services of skilled personnel.

## **22. VACANCIES ON BOARD**

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- (1) If a casual vacancy happens on the Board, the continuing members of the Board may appoint another member of the Company to fill the vacancy in line with Rule 21 until the next Annual General Meeting.
- (2) The continuing members of the Board may act despite a casual vacancy on the Board.
- (3) However, if the number of Board members is less than the number fixed under Rule 28(1) as a quorum of the Board, the continuing members may act only to:
  - (a) increase the number of Board members to the number required for a quorum; or
  - (b) call a General Meeting of the Company.

## **23. CESSATION OF MEMBERSHIP OF THE BOARD**

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- (1) A Director shall cease to be a Director and his or her position as Director shall become vacant accordingly if:
  - (a) *ceases to be a Pistol Shooter Member, Volunteer Member or Life Member as a result of a determination made pursuant to the provisions of Rule 12(2);*
  - (b) he or she retires or resigns his or her position by notice in writing to the Secretary;
  - (c) without permission of the Board, he or she fails to attend 3 (three) consecutive meetings of the Board;
  - (d) he or she fails to deliver their position responsibilities as stipulated in the Company Position Descriptions and Operational Tasks Sheets as defined in Rule 1(3)
- (2) If it is proven a Director is unable to deliver their position responsibilities as stipulated in the organisation Position Descriptions and Operational Tasks Sheets as defined in Rule 1.
- (3) A Director may be removed from their elected position but retain a Directorship in a more suitable position and/or portfolio.



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**24. NOTICE OF PROPOSED EXCLUSION OF DIRECTORS**

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Notwithstanding anything to the contrary:

- (1) The Directors shall not be required to give notice of any meeting convened for the purpose of expelling a Director under Rules 23 (f), 23 (h) or 23 (i) to the Director who is the subject of the meeting.
- (2) The Directors may meet for the purposes of making a recommendation to the Members to exclude a Director under Rules 23 (f), 23 (h) or 23 (i), without the Director who is sought to be expelled being present.
- (3) If the Directors determine that the Director should be expelled from the Board under Rules 23 (f), 23 (h) or 23 (i) then the Directors shall convene a Board meeting and give the Director 2 (two) months notice in writing sent to him or her of the Board meeting and such notice shall contain a draft of the proposed resolution to be put to the Members and a statement outlining the reasons for proposing such resolution and such Director may attend the Board meeting and shall be given the opportunity to place before the Board orally and in writing any explanation or defence he or she may think fit but shall not be entitled to vote on the resolution.

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**25. COMPLIANCE WITH RULES**

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- (1) Each Director shall be deemed to have agreed to be bound by these Rules and any regulations and by-laws as may be made from time to time by the Board.

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**26. MEETINGS OF BOARD**

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- (1) Subject to this Rule, the Board may meet and conduct its proceedings as it considers appropriate.
- (2) The Board must meet at least 5 (five) times a year to exercise its functions.
- (3) The Board must decide how a meeting is to be called.
- (4) Notice of a meeting is to be given in the way decided by the Board.
- (5) The Board may hold meetings, or permit a Board member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- (6) A Board member who participates in the meeting as mentioned in Subrule (5) is taken to be present at the meeting.
- (7) The Chairperson is to preside as Chair at a Board Meeting.
- (8) If there is no Chairperson or the Chairperson is not present at any meeting within 15 (fifteen) minutes after the time appointed for the holding of such meeting or is unwilling to act, the Directors present in person may choose from their number a Chairperson of the meeting.
- (9) Subject to Rule 24, each Director present shall be entitled to 1 (one) vote on any question arising at any meeting of the Board.
- (10) A question arising at a Board Meeting is to be decided by a majority vote of members of the Board present at the meeting and, if the votes are equal, the motion, matter or resolution shall be determined to be defeated.

- (11) A member of the Board must not vote on a question about a contract or proposed contract with the Company if the member has an interest in the contract or proposed contract and, if the member does vote, the member's vote must not be counted.

## **27. RESOLUTIONS OF BOARD WITHOUT MEETING**

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- (1) A resolution in writing signed by all Directors shall be as valid and effective as if it had been passed at a meeting of the Board duly called and constituted.
- (2) Any such resolution may consist of several documents in like form each signed by 1 (one) or more Directors.
- (3) Any such resolution shall take effect upon the last signature of the Directors.

## **28. QUORUM FOR BOARD MEETING**

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- (1) A quorum shall consist of at least 3 (three) Directors and no business shall be transacted at any meeting of the Board unless a quorum is present at the commencement of the meeting.
- (2) If a quorum cannot be achieved, the continuing members may act as required under Rule 22(3).

## **29. SPECIAL MEETING OF BOARD**

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- (1) The Chairperson or any 2 (two) Directors may requisition a special meeting of the Board at any time whereupon the Secretary shall convene a meeting of the Board.
- (2) If the Secretary is unable or unwilling to call the special meeting, the Chairperson must call the meeting.
- (3) Except as provided in Rule 24, at least 14 (fourteen) days notice of the time and place of a special meeting of the Board shall be given in writing to every Director as determined under rule 26 (4).
- (4) The business of the meeting need not be specified in the notice and the accidental omission to give notice or the non-receipt of any such notice by any of the Directors shall not invalidate any resolution passed at any such meeting.

## **30. MINUTES OF BOARD MEETINGS**

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- (1) The Secretary shall cause minutes to be duly entered in the books provided for the purpose of recording:
- (a) all elections of Directors of the Board;
  - (b) the names of the persons present at each meeting of the Board and general meeting;
  - (c) all resolutions and proceedings of each meeting of the Board and general meeting;
  - (d) all resolutions and recommendations of any Committees appointed by the Board.

- (2) For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every meeting of the Board or general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Board meeting verifying their accuracy.
- (3) The minute book for general meetings shall be open to the inspection by any member of the Company who applies to the Secretary for such inspection.

### **31. TRANSACTIONS WITH DIRECTORS**

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- (1) Directors shall not receive any salary or dividend for their services as Directors. By resolution of the Board, a reasonable sum for expenses (if any) may be allowed for attendance by a Director at each general meeting of the Company or meeting of Directors.
- (2) A Director shall not be at liberty to enter into any contract for goods with the Company either as vendor, purchaser or otherwise for a reward or remuneration provided that if a Director or Administrator becomes aware of a direct or indirect interest in any such contract with the Company, he or she shall disclose the same to the Board at or prior to the meeting of the Board at which the contract is considered and provided that he or she shall not, unless invited by the Board to do so, take part in any discussion or debate and shall not vote on any resolution relating to any such contract.
- (3) Subrule (2) does not preclude a Director from contracting with the Company for the provision of services.

### **32. FUNCTIONS OF BOARD**

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- (1) Subject to the Law and to any other provision of these Rules, the Board:
  - (a) shall have the general control and management of the administration of the affairs, property and funds of the Company; and
  - (b) may exercise all such powers of the Company as are not, by the Law or by these Rules, required to be exercised by the Company in general meeting.
- (2) The Board may exercise the powers of the Company to:
  - (a) borrow or raise or secure the payment of money in such manner as the Members of the Board may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way;
  - (b) charge any property or business of the Company;
  - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person or body corporate;
  - (d) invest in such manner as the Board may from time to time determine;
  - (e) make, amend or repeal by-laws or regulations, not inconsistent with these Rules for the general conduct and management of the Company and the business of the Board provided that any by-law may be set aside by a general meeting of Members;
  - (f) appoint, employ, remove or suspend such employees, contractors, agents, consultants and other persons as may be necessary or convenient for the

purposes to or from the Company on such terms and conditions as shall be determined by the Board; and

- (g) enter into any trust arrangements with a trustee, corporate or otherwise, for the purpose of creating a trust fund or funds.

### **33. DUTIES AND RESPONSIBILITIES**

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#### **(1) The duty of the Company to the Directors of the Company**

Shall be to:

- (a) ensure all individual Board personnel are compensated for the costs associated with completing their duties in accordance with the 'Company's Reimbursement Policy and Procedures'.
- (b) provide the support and training required to complete the tasks required of their position according to the Company's 'Volunteer' policies and procedures by ensuring that all Board personnel receive appropriate:
  - (i) 'Board Induction Training' prior to the commencement of their duties; and
  - (ii) 'Board Task Sheet'; and
  - (iii) 'Education and/or training' required to complete their tasks or position requirements at the Company's expense.

#### **(2) The duties of the Board of Directors to the Company**

Shall be to:

- (a) continue to develop the Company by implementing modern, efficient and effective administration, management and financial practices that support the longevity of the Company
- (b) continue to develop administration and pistol shooting policies and procedures that support the delivery and development of the sport in Queensland
- (b) effectively and efficiently deliver their responsibilities as stipulated under their Position Statements and Operational Task Sheets
- (c) attend meetings, actively and constructively participate in the discussions and decision making process and know that non-attendance or disruptive behaviour may result in disciplinary action or expulsion
- (d) provide members with the support they require to develop within the constraints of the Company's financial and human capacity
- (e) not dismiss or disregard lightly the concepts, issues or advice provided, raised or presented by members.
- (f) ensure that the differences and variances in usage and volunteer contributions are reflected in the members' affiliation fee/s and charges.

#### **(3) The duties of the Directors to the Regions**

Shall be to:

- (a) allocate 1 (one) Director position to each Region for a 4 (four) year period
- (b) support all clubs within the Director's allocated Region
- (c) be the communication contact and conduit for the clubs in the Regions to the Board
- (d) present the views of the club/s and/or Regions to the Board when and if required
- (e) meet face to face a minimum of once (1) a year with the Regions other than the Annual General Meeting (AGM).

**(4) The duty of the Regions to the Board**

Shall be to:

- (a) conduct a minimum of 1 (one) Regional competition each year in a venue determined by a majority of clubs within the region
- (b) manage the standard of regional shoots and competitions within the region
- (c) promote Pistol Shooting within the Region
- (d) know the Company is empowered to set the standard and penalties for non-compliance
- (e) meet face to face with the Director allocated to the Region a minimum of once (1) a year other than the Annual General Meeting (AGM).

**(5) The duties of the Board to the Company Workforce Paid and/or Volunteer**

Shall be to:

- (a) undertake ongoing recruitment to ensure there are appropriately qualified and motivated personnel with sufficient time to fulfil all paid and/or volunteer positions in the Company
- (b) place the workforce personnel based on experience, skills and/or their potential to develop the skills in order that the person is not placed knowingly in a position or given a task that is beyond his or her known capabilities unless adequate support is provided
- (c) if a volunteer's skills cannot be obtained or supported, the volunteer shall be removed from the position or task with the option of being redeployed to a new position or task that better suits their situation and ability
- (d) ensure that all operational and general volunteers, are rested from all voluntary duties within or for the Company for a period of not less than 1 (one) year after 4 (four) consecutive years continuous service
- (e) ensure the needs of the Company's most valued resource, its volunteer workforce, are supported by modern volunteer policies, procedures, codes and practices
- (f) recognise and reward the commitment and contribution of the volunteers according to the Company's volunteer policies, procedures and industry standards
- (g) if the Company is unable to recruit personnel with the appropriate skills, time or commitment to key and/or high risk positions, the Board will buy in the service/s at the members' cost.

**(6) The duty of Workforce Paid and/or Volunteer to the Company**

Shall be to:

- (a) effectively and efficiently deliver their roles and responsibilities as stipulated under their Position Statements and/or Operational Task Sheets
- (b) uphold the vision, values, goals, policies and procedures of the organisation
- (c) follow the rules of the Company, rules of the activity, codes of conduct and codes of behaviour, the sport and the rules of land owners and/or land managers
- (e) when representing the Company, do so in a manner that reflects and promotes the objectives of the Company and the sport's governing bodies
- (f) know the Company is empowered to set the standard and penalties for non-compliance.

**(7) The duty of the Board to Operational Groups/Individuals**

Shall be to:

- (a) provide the support required for the group and or individuals to achieve the objective/s set by the Board
- (b) provide the group and or individuals with realistic objectives.

**(8) The duty of Operational Groups/Individuals to the Board**

Shall be to:

- (a) contribute to the development the Company, shooters and technical personnel
- (b) provide the Board with realistic options for consideration within the timeframe and in the format required by the Board
- (c) operate according to the roles, responsibilities and procedures established by the Board
- (d) know the Company is empowered to set the standard and penalties for non-compliance.

**(9) The duty of Member Clubs to the Company**

Shall be to:

- (a) notify the Secretary of the Company of any change in the particulars given on the application form within 14 (fourteen) days of the change occurring
- (b) sign and operate within the confines of the PSQ Club Membership Agreement
- (c) provide 2 (two) Club Committee Members of which 1 (one) member must be an executive member of the Club's Management Committee to represent the Club and/or provide 2 (two) Club representatives empowered to make decisions on behalf of your organisation if they are compliant with Rule 9
- (d) attend meetings, actively and constructively participate in the discussions and decision making process and know that non-attendance or disruptive or disrespectful behaviour may result in individual and/or Company disciplinary action or expulsion
- (e) follow the rules of the Company, management, administration, processes, policies and procedures, rules of the sport, Code of Conduct and Codes of Behaviour of the Company, and its representatives, land owners and/or land managers
- (f) be responsible for the actions of your organisation's members and those visitors attending or participating in the Company's activities and or events
- (g) ensure the needs of the Club's most valued resource, its volunteer workforce, are supported by modern volunteer policies, procedures, codes and practices.
- (h) recognise and reward the commitment and contribution of the Club's volunteers according to the Company's volunteer policies, procedures and industry standards
- (i) when representing the Company, do so in a manner that reflects and promotes the objectives of the Company and pistol shooting
- (j) know the Company is empowered to set the standard and penalties for non-compliance.

**(10) The duty of Pistol Shooter Members to the Company**

Shall be to:

- (a) follow the rules of the Company, rules of the activity, codes of conduct and codes of behaviour of the Company, the sport and land owners and/or land managers
- (b) when representing the Company, do so in a manner that reflects and promotes the objectives of the Company and the sport's governing bodies
- (c) know the Company is empowered to set the standard and penalties for non-compliance.

**34. APPOINTMENT OF OPERATION GROUPS**

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- (1) The Board may appoint a group consisting of members of the Company considered appropriate by the Board to help with the conduct of the Company's operations.
- (2) The Board will determine the manner in which the group will operate and report from time to time.

**35. ANNUAL GENERAL MEETINGS (AGM)**

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- (1) Subject to the Law, the annual general meetings of the Company shall be held in each year at such time and place or by such other lawful means or combination of means of communication as the Board may determine.

**36. BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING**

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The business of the annual general meeting shall be:

- (1) to confirm minutes of the previous annual general meeting and of any extraordinary general meeting held during the preceding year;
- (2) to receive the annual reports;
- (3) to receive the auditor's report;
- (4) to receive the accounts;
- (5) to appoint an auditor (if an auditor is required);
- (6) to elect the Directors;
- (7) to fix membership fees;
- (8) to appoint and/or remove a patron or patrons; and
- (9) to consider any other business the general nature of which shall have been specified in the notice convening the meeting or which the Chairperson of the meeting permits to be brought before the meeting, including declaring the results of any postal ballot.

**37. NOTICE OF ANNUAL GENERAL MEETING AND GENERAL MEETINGS**

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- (1) The Secretary may call a General Meeting of the Company.
- (2) The Secretary must give at least 14 (fourteen) days' notice of the meeting.
- (3) If the Secretary is unable or unwilling to call the meeting, the President must call the meeting.



- (4) The Board may decide the way in which the notice must be given.
- (5) However, notice of the following meetings must be given in writing:
  - (a) a meeting called to hear and decide the appeal of a person against the Board's decision—
    - (i) to reject the person's application for membership of the Company; or
    - (ii) to terminate the person's membership of the Company
  - (b) a meeting called to hear and decide a proposed special resolution of the Company.
- (6) A notice of a General Meeting must state the business to be conducted at the meeting.

### **38. QUORUM FOR, AND ADJOURNMENT OF, ALL GENERAL MEETINGS**

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- (1) The quorum for a General Meeting is 10 (ten) Member Clubs present and eligible to vote.
- (2) No business may be conducted at a General Meeting unless there is a quorum of Member Clubs when the meeting proceeds to business.
- (3) If there is no quorum within 1 (one) hour after the time fixed for a General Meeting called on the request of members of the Board or the Company, the meeting lapses.
- (4) In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within 1 (one) hour from the time appointed for the meeting, the Member Clubs present shall be a quorum.
- (5) The Chairperson may, with the consent of any meeting at which there is a quorum, and must if directed by the meeting, adjourn the meeting from time to time and from place to place.
- (6) If a meeting is adjourned under Subrule (4), only the business left unfinished at the meeting from which the adjournment took place may be conducted at the adjourned meeting.
- (7) The Secretary is not required to give the Member Clubs notice of an adjournment or of the business to be conducted at an adjourned meeting unless a meeting is adjourned for at least 30 (thirty) days.
- (8) If a meeting is adjourned for at least 30 (thirty) days, notice of the adjourned meeting must be given in the same way notice is given for an original meeting.

### **39. PROCEDURE AT GENERAL MEETING**

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- (1) A Member Club may take part and vote in a General Meeting in person, or by using any technology as described in Rule 1 (27) that reasonably allows the Member Club to hear and take part in discussions as they happen.
- (2) A Member Club which participates in a meeting as mentioned in Subrule (1) is taken to be present at the meeting.
- (3) At each General Meeting the Chairperson shall preside as Chairperson at every general meeting unless the Board appoints a person who is not a Director of the Company as Chairperson by giving notice of such appointment to the Member Clubs in the notice convening the general meeting;

- (4) If there is no Chairperson or if the Chairperson is not present within 15 (fifteen) minutes after the time fixed for the meeting or is unwilling to act, the Member Clubs of the Company present and eligible to vote must elect 1 (one) of their number to be Chairperson of the meeting; and
- (5) The Chairperson must conduct the meeting in a proper and orderly way; and
- (6) Accordingly Member Clubs must conduct their manner and behaviour properly and according to the direction of the Chairperson and the majority of members' wishes.

#### **40. VOTING AT AGM OR GENERAL MEETING OF THE ASSOCIATION**

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- (1) At a General Meeting, each question, matter or ordinary resolution, must be decided by a majority of votes while a special resolution as defined in Rule 1 (33) must be decided by a 75% of votes of the Member Clubs present and eligible to vote.
- (2) Each Member Club present and eligible to vote under these rules is entitled to 1 (one) vote and, if the votes are equal, the motion, matter, or resolution shall be determined to retain the status quo.
- (3) A Member Club is not entitled to vote at a General Meeting if the Member Club's annual subscription is in arrears at the date of the meeting or if they are not a compliant legal identity as mentioned in Rule 9 (1)(d).
- (4) The method of voting or speaking to matters is to be decided by the Board.
- (5) However, if at least 20% of the Member Clubs present demand a secret ballot, voting must be by secret ballot.
- (6) If a secret ballot is held, the Chairperson must appoint 2 (two) representatives of separate Member Clubs to conduct the secret ballot in the way the Chairperson decides.
- (7) The result of a secret ballot as declared by the Chairperson is taken to be a resolution of the meeting at which the ballot was held.
- (8) A declaration by the Chairperson of the meeting that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against such resolution.
- (9) In the case of any dispute as to the admission or rejection of a vote, the Chairperson of the meeting shall determine the dispute and such determination made in good faith shall be final and conclusive.

#### **41. PROXY**

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- (1) The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his or her attorney duly authorised in writing. A proxy may, but need not be a Member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (2) The instrument appointing a proxy to be on the Company's endorsed form.
- (3) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place as is specified for

that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

- (4) A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## **42. SPECIAL GENERAL MEETING**

---

- (1) The Secretary must call a Special General Meeting by giving each Member Club of the Company notice of the meeting within 14 (fourteen) days after:-
  - (a) being directed to call the meeting by the Board; or
  - (b) being given a written request signed by the President or any 2 (two) Directors or 4 (four) Member Clubs eligible to vote under Rule 9
  - (c) being given a written notice of an intention to appeal against the decision of the Board to reject an application for membership or to terminate a person's membership.
- (2) A request mentioned in Subrule (1) must state the reasons why such special general meeting is being convened and the nature of the business to be transacted at such meeting.
- (3) A Special General Meeting must be held within 3 (three) months after the Secretary:
  - (a) is directed to call the meeting by the Board; or
  - (b) is given the written request mentioned in Subrule (1) (b); or
  - (c) is given the written notice of an intention to appeal mentioned in Subrule (1) (c).
- (4) If the Secretary is unable or unwilling to call the special meeting, the President must call the meeting.
- (5) All business that is transacted at a special general meeting shall, subject to the Law, these Rules or a decision of the Board, be special business.

## **43. MINUTES OF GENERAL MEETINGS**

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- (1) The Secretary must ensure full and accurate minutes of all questions, matters, resolution as defined in Rules 1 (32) and (33) and other proceedings of each General Meeting are entered in a minute book.
- (2) To ensure the accuracy of the minutes:
  - (a) the minutes of each General Meeting must be signed by the Chairperson of the meeting, or the Chairperson of the next General Meeting, verifying their accuracy; and

- (b) the minutes of each Annual General Meeting must be signed by the Chairperson of the meeting, or the Chairperson of the next meeting of the Company that is a General Meeting or Annual General Meeting, verifying their accuracy; and
  - (c) the minutes compiled by the Secretary and duly signed by the Chairperson authenticating their accuracy shall be deemed as the official minutes.
- (3) If asked by a member of the Company, the Secretary must, within 28 (twenty-eight) days after the request is made:
  - (a) make the minute book for a particular General Meeting available for inspection by the member at a mutually agreed time and place; and
  - (b) give the member copies of the minutes of the meeting.
- (4) The Company may require the member to pay the reasonable costs of providing copies of the minutes.

#### **44. POSTAL BALLOT**

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- (1) The Company may hold a postal ballot to decide any question, proposal and in accordance with Rules 22 (1) to (5) any election for Directors.
- (2) A resolution as defined in Rules 1 (32) and (33) of the Member Clubs entitled to vote decided by postal ballot shall be as valid and effective as if it had been passed at a meeting of the Company duly called and constituted.
- (3) A postal ballot may be conducted by fax or electronic means.
- (4) A postal ballot must be held in the following circumstances:
  - (a) when the Board approves a proposed resolution (whether ordinary or special) being decided by postal ballot;
  - (b) when the Member Clubs, by ordinary resolution, approve an ordinary or a special resolution being decided by postal ballot.
- (5) Subject to these Rules, the Board may adopt by-laws regulating the method of conducting postal ballots and ensure that all postal ballots are secret ballots.
- (6) The Board must cause the details of the proposal on which the postal ballot is to be held to be set in a statement and fix the dates for the forwarding of the postal ballots to Member Clubs and closing the ballot.
- (7) Every postal ballot must be conducted by the Returning Officer who must be appointed by the Board. If no-one is appointed in enough time to allow the procedure in this Rule to be followed, the Secretary, or in absence of the Secretary the person acting as Secretary, is the Returning Officer.
- (8) Any adult person, other than a Member of the Board, may be appointed by the Board to act as Returning Officer.
- (9) The Returning Officer may be assisted in the performance of functions or powers under this Rule by the persons (who would be eligible to be Returning Officers) the Returning Officer appoints.
- (10) The Returning Officer must prepare a roll of the full names and addresses of the Member Clubs of the Company as disclosed by the Register together with particulars of the number of votes each Member Club would be entitled to exercise on a poll.

- (11) A Member Club, whose name is on the Register and who is entitled to vote, may vote in a postal ballot, and no-one else is eligible or entitled to vote.
- (12) The Returning Officer must cause ballot papers to be prepared and distributed to Members in accordance with these Rules and the By-laws.
- (13) The Returning Officer must ensure that postal ballots are received and processed in accordance with these Rules and the By-laws.
- (14) The Returning Officer must provide a ballot box.
- (15) The ballot box must be locked immediately before the ballot papers are distributed to Members and remain locked until the close of the ballot.
- (16) Ballot papers received after close of business (5.00pm) on the day the ballot closes must not be taken into account at the ballot.
- (17) As soon as practicable after noon on that day, the Returning Officer in the presence of scrutineers appointed by the Board must open the ballot box and deal with the contents in accordance with these Rules and the By-laws.
- (18) The decision of the Returning Officer as to the formality of a postal ballot paper is final and not open to appeal.
- (19) The Returning Officer must count votes cast and make out and sign a statement of:
  - (a) the number of formal votes cast in favour of the proposal; and
  - (b) the number of formal votes cast against the proposal; and
  - (c) the number of informal votes cast; and
  - (d) the proportion of the formal votes polled which were in the affirmative; and
  - (e) on the declaration of the Returning Officer of the result of the postal ballot the Secretary is to make an entry in the minute book showing the particulars mentioned in Subrule 19 (a), (b) and (c).
- (20) The Returning Officer must forward the statement to the chairperson who must either announce the result of the postal ballot either at the next general meeting or by giving notice of the result in writing to each Member Club within 30 (thirty) days of the ballot closing, whichever is the earlier.
- (21) The proposal which received the required majority of votes must be declared won.
- (22) The Returning Officer must retain all ballot papers (whether formal or otherwise) and rolls used for the conduct of the ballot, locked in the ballot box until the Returning Officer has been directed by the Board, in writing to destroy them.
- (23) Notice of the result of the postal ballot (other than a ballot conducted to alter these Rules) must be displayed on the notice board at the Company's registered office.

#### **45. REGION MEMBERS MEETINGS**

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- (1) General Regional Members meeting as described to in Rule 1 (13) must be held at least once a year separate to the AGM and scheduled on a date and time determined by the Board.
- (2) Notice of a meeting is to be given in the way decided by the Board.

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**46. BUSINESS TO BE CONDUCTED AT REGION MEMBERS MEETINGS**

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- (1) The following business must be conducted at General Region Members Meetings of the Company:
- (a) update Member Clubs on all alterations to budget projection that may impact clubs or the Company financial status
  - (b) update Member Clubs on all technical alterations and/or development that may impact the region and/or clubs
  - (b) raise and/or discuss regional items requiring the Board's consideration or attention
  - (c) determine the next region championships, venue and date
  - (d) discuss how the clubs within the region can continue to improve on club management and increase the number of shooters and volunteers and standard of facilities within the region.

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**47. INTERPRETATION OF RULES**

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- (1) If any doubt shall arise as to the proper construction or meaning of any of these Rules or of any expression used therein the decision of the Board thereon shall be final and conclusive provided such decision be reduced to writing and recorded in the minute book of the proceedings of the Board.

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**48. ALTERATION OF RULES**

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- (1) These Rules, or any other Rules for the time being in force, may be altered, rescinded or repealed and new Rules may be made by special resolution passed by at least 75% of the votes cast by Member Clubs of the Company present in person and entitled to vote on the resolution in a general meeting in the manner prescribed by the Law. Nothing whether contained in the Rules for the time being in force or otherwise howsoever shall be construed as implying or creating any privilege, priority or right in favour of any Member so as to limit the power of the Company at any time to alter, rescind or repeal the same to make new Rules in their place.

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**49. PUBLIC OFFICER**

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- (1) The Secretary shall be the Public Officer as mentioned in Rule 1 (10) of the Company.

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**50. COMPANY SEAL**

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- (1) The Company may execute a document without a Seal in accordance with the Corporations Law.
- (2) The Directors may obtain and provide for the safe custody of a Seal.
- (3) The Seal shall only be used with the authority of the Board and every document to which the Seal is affixed shall be signed by the President and Secretary or any 2 (two) Directors appointed by a resolution of the Board to sign under Seal that document or a class of documents in which that document is included.

## **51. INSPECTION OF RECORDS**

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- (1) The accounting records and other documents of the Company will be open to the inspection of Directors during normal business hours.
- (2) Inspection by members shall be determined by the Directors and Directors shall determine whether and to what extent and at what time and places and under what conditions the accounting records and other documents of the Company or any of them will be open for the inspection of members, other than Directors. A member does not have the right to inspect any document of the Company except as provided by Law or authorised by the Directors or by the Company in general meeting.

## **52. FUNDS AND ACCOUNTS**

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- (1) The funds of the Company must be kept in an account in the name of the Company in a financial institution decided by the Board
- (2) All moneys when received on account of the Company shall be paid into the account or accounts of the Company at a financial institution decided by the Board.
- (3) The Board is required to keep a separate banking account to general funds for the express purpose of managing the organisation's obligations to:
  - (a) asset, building and office equipment maintenance, repair and replacement
  - (b) government taxes, superannuation staff entitlements and BAS
- (4) All amounts must be deposited in the financial institution account as soon as practicable after receipt.
- (5) Proper records of account shall be kept and maintained correctly recording the financial affairs of the Company and the particulars usually shown in records of accounts of a like nature.
- (6) The Board may authorise the operation of any accounts by way of electronic banking or funds transfers with its financial institution which it considers necessary and it may authorise any Director or Member of the Company not a family member as defined in Rule 1 (14) to sign or endorse any instrument required from time to time or authorise the operation of such accounts by electronic means in such manner as it may determine.
- (7) A payment by the Company of \$300 (three hundred dollars) or more must be made by cheque or electronic funds transfer that has been pre-approved by the Board.
- (8) All bills of exchange, promissory notes or other negotiable instruments shall be accepted, made, drawn or endorsed on behalf of the Company by any 2 (two) Directors or officers not a family member as defined in Rule 1 (14) authorised to accept, make, draw or endorse bills of exchange, promissory notes or other negotiable instruments on behalf of the Company from time to time by the Board or in such other manner as the Board determines.

However, 1 (one) of the persons who signs the cheque or authorises the payment electronically must be the Chairperson, the Secretary or the Treasurer.
- (9) Cheques or other negotiable instruments paid to the financial institution of the Company for collection requiring the endorsement of the Company may be endorsed in such a manner as the Board determines.

- (10) The Board may authorise the operation of any imprest account with its financial institution which it considers necessary and it may authorise any Director or officer of the Company to sign or endorse any negotiable instrument drawn on such imprest account under such conditions as it may prescribe from time to time or authorise the operation of such imprest account in such other manner as it may determine.
- (11) All expenditure must be approved or ratified at a Board Meeting.

### **53. GENERAL FINANCIAL MATTERS**

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#### **(1) The duty of Board**

Shall be:

- (a) The Board will set, administer and manage payment and payment compliancy utilising modern financial management practice.
- (b) Manage the Company under a user pays financial management system and ensure this system applies to all users irrespective of their membership status or usage.
- (c) An annual budget for the succeeding financial year shall be prepared and presented each year to the August meeting of the Board for consideration. The Board shall adopt the annual budget with such modifications or alterations as may be required at the September meeting of the Board.
- (d) All expenditure outside the Board approved annual budget shall be approved or ratified at a Board meeting.
- (e) Sight and sign the most recent bank statement at each official Board Meeting.
- (f) All funds raised, collected or paid, by regions to be held in the Company's accounts for distribution by the Board in accordance with Subrule 1 (g). The Treasurer will be required to record and report these items separately within their financial report/s.
- (g) All funds raised, collected and/or paid specifically by regions as defined Subrule (e), will be held by the Company for the region's express use to develop and/or support shooting or shooters within the region unless the Member Clubs of the region agree otherwise at a General or Special Meeting of the Company.
- (h) The income and property of the Company must be used solely in promoting the Company's objects and exercising the Company's powers.

#### **(2) The duty of Treasurer**

Shall be to:

- (1) provide a written financial report at every official meeting of the Board which includes the budgeted (expected) income and expenditure forecast against the actual income and expenditure for the report period.
- (2) produce the most recent bank statements for all Board members to view and sign.
- (3) on behalf of the Board, the Treasurer must, as soon as practicable after the end date of each financial year, ensure a financial statement for its last reportable financial year is prepared in the manner required by Law as defined in Rule 1(2).



#### **54. AUDIT OF ACCOUNTS**

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- (1) The auditors of the Company shall be appointed by the Member Clubs and shall be qualified in accordance with the Law provided that no person who is a Director of the Company may be appointed auditor of the Company.
- (2) The accounts of the Company for each year ended 30 September shall be examined and reported on by 1 (one) or more auditors.
- (3) The auditors shall hold office until their successors are appointed and they shall be eligible for reappointment.
- (4) The Board shall fill any casual vacancy in the office of auditor but while any such vacancy continues the surviving or continuing auditor or auditors (if any) may act.
- (5) At each annual general meeting the accounts of the Company for the previous year ended 30 September shall be received and considered.

#### **55. FINANCIAL YEAR**

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The end date of the Company's financial year is 30 September in each year.

#### **56. INDEMNITY AND INSURANCE**

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- (1) To the extent permitted by the Law, the Company indemnifies every person who is or has been an officer of the Company and where the Board of Directors considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Company against any liability incurred by that person in his or her capacity as an officer of the Company or of the related body corporate (as the case may be).
  - (2) In accordance with section 199A of the Law, the Company must not indemnify a person against:
    - (a) any of the following liabilities incurred as an officer of the Company:
      - (i) a liability owed to the Company or a related body corporate;
      - (ii) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
      - (iii) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith; or
    - (b) legal costs incurred in defending an action for a liability incurred as an officer of the Company if the costs are incurred:
      - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under Subrule (2)(a);
      - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
      - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
      - (iv) in connection with proceedings for relief to the person under the Law in which the Court denies the relief.
- Subrule (2)(b)(iii) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for a court order.

(c) For the purposes of subrule (2)(b) the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

(3) An officer must:

- (a) give notice to the Company promptly on becoming aware of any Claim against the officer that may give rise to a right to be indemnified under Subrule (1);
- (b) take such action as the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;
- (c) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Company;
- (d) allow the Company or its insurers to assume the conduct, negotiation or defence of any Claim and, on request by the Company, render all reasonable assistance and co-operation to the Company or its insurers in the conduct of any Claim, including giving the Company or its insurers any document, authority or direction that the Company or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim;
- (e) on request by the Company or its insurers, do everything necessary or desirable which the Company reasonably requests to enable the Company or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the officer's rights in relation to any counterclaim or cross-claim or any claims against any third party and render such assistance as may be reasonably requested by the Company or its insurers for that purpose; and
- (f) notify any Claim to an insurer or any other person who may be liable to indemnify the officer in respect of that Claim and promptly take all reasonable steps to enforce all the officer's rights against the insurer or other person.

(4) In Subrule (3) Claim means:

- (a) any writ, summons, cross-claim, counterclaim, application or other originating legal or arbitral process against an officer as an officer of the Company;
- (b) any hearing, complaint, inquiry, investigation, proceeding or application commenced or originating against an officer as an officer of the Company; or
- (c) any written or oral demand or threat that might result in the officer reasonably believing that any such process, hearing, complaint, inquiry, investigation, proceeding or application referred to in subrule (4)(a) or (4)(b) may be initiated.

## 57 INSURANCE

- (1) The Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company or a related body corporate of the Company against any liability incurred by the person as an officer of the Company or a related body corporate except a liability (other than one for legal costs) arising out of:
  - (a) conduct involving a wilful breach of duty in relation to the Company; or
  - (b) a contravention of section 182 or 183 of the Law.
- (2) Despite anything in this constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate.
- (3) An officer of the Company is not liable for the Law, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of his or her office unless it arises through his or her own negligence, default, breach of duty or breach of trust.

Meaning of "officer" for the purposes of Subrule (1), (2), (3) and (4) officer means a Director or Secretary of the Company.