

NSW RIFLE ASSOCIATION INC

CONSTITUTION

Date: 11 October 2019

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

Constitution

of

New South Wales Rifle Association Incorporated

1. NAME OF ASSOCIATION

The name of the Association is New South Wales Rifle Association Incorporated.

2. DEFINITIONS AND INTERPRETATION

2.1 *Definitions*

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Act 2009 (NSW)*.

Annual General Meeting or **AGM** means the meeting of the Association named as such by the Board and conducted once in every Financial Year in accordance with the Act.

Association means New South Wales Rifle Association Incorporated.

Associations Incorporation Regulation means the *Associations Incorporation Regulation 2016* under the *Associations Incorporation Act 2009*, as amended.

Board means the body consisting of the Directors.

Club or **Club Member** means a Firearms Club registered under the Firearms Act and which is member of the Association having met the requirements of **clause 8**.

Constitution means this constitution of the Association, as amended from time to time.

Director means a member of the Board whether elected or appointed and includes any person acting in that capacity from time to time appointed in accordance with this Constitution, but it does not include the EO.

Financial Year means the year commencing on 1 April and ending on 30 March the following calendar year.

Firearms Act means the *Firearms Act 1996 (NSW)* as amended and any Regulations made under it.

General Meeting means the AGM or any SGM of the Association.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, documents, designs, equipment (including computer software), images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association.

Life Member means an individual appointed as a Life Member of the Association under **clause 7.2**.

Members means the categories of members for the time being of the Association under **clause 7**.

Membership Year means the year commencing on 1 July and ending on 30 June the following calendar year (or any other period determined by the Board).

NRAA means the national federation for Target Shooting, namely the National Rifle Association of Australia or its equivalent or replacement.

Objects means the objects of the Association in **clause 3**.

Ordinary Member means an individual who is a member of the Association in accordance with **clause 7.1(a)**.

Public Officer means the person appointed the public officer of the Association in accordance with the Act.

Preceding Constitution means the constitution which governed the Association immediately prior to this Constitution becoming effective.

Register means a Register of Members kept and maintained under **clause 10**.

Regulations mean any Regulations made by the Board under **clause 41**.

Special General Meeting or **SGM** means any General Meeting, which is not the AGM.

Ordinary Resolution means an ordinary resolution as defined in the Act.

Special Resolution means a special resolution of a General Meeting as defined in the Act.

Target Shooting means the sport of Target Shooting including but not limited to disciplines and events recognised by the NRAA and any other activities which are promoted by the Association.

2.2 Interpretation

In this Constitution:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (f) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. The model rules under the Act are expressly displaced where they are defined in this Constitution.

3. OBJECTS OF THE ASSOCIATION

The Association is established solely for the Objects. The Objects of the Association are to:

- (a) at all times promote and protect the sport of Target Shooting for the benefit of the sport and its members;
- (b) conduct, encourage, promote, advance and administer Target Shooting activities and events throughout New South Wales;
- (c) ensure the maintenance and enhancement of the Association, the Members, its standards, quality and reputation for the benefit of the Members and the sport;
- (d) at all times promote mutual trust and confidence between the Association and the Members in pursuit of these Objects;
- (e) advertise, communicate about and develop the sport;
- (f) train and educate coaches and officials;
- (g) promote the strength and sustainability of the Association and its Members;
- (h) affiliate and otherwise liaise with NRAA (and any other body) to further these Objects, including adoption of rule and policy frameworks as deemed appropriate;
- (i) develop, use and protect Intellectual Property of the Association and its members;
- (j) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (k) strive for Government, commercial and public recognition of the Association's activities;
- (l) abide by, promulgate, enforce and secure uniformity in the application of codes and rules as may be determined from time to time and as may be necessary for the safe management and delivery of Target Shooting and related activities;
- (m) foster, regulate, organise, conduct and manage competitions, displays and other activities; pursue commercial arrangements, including business activities, sponsorship and marketing opportunities;

- (n) adopt and implement sports integrity policies including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, and such other matters;
- (o) act as arbiter (as required) on all matters pertaining to the conduct of Target Shooting, including setting codes of conduct, behavioural standards and the application of any disciplinary matters on Members and Affiliates;
- (p) review and/or determine any matters relating to Target Shooting which may arise, or be referred to it, by any Member;
- (q) represent the interests of its Members in any appropriate forum;
- (r) have regard to the public interest in its operations;
- (s) establish and promote new entities (including clubs and/or incorporated entities) to enable these Objects to be achieved;
- (t) promote recognition for athletes, officials and other individuals participating in Target Shooting in any capacity to obtain awards or public recognition; and
- (u) do any things or undertake any activities which are necessary, incidental or conducive to the advancement of these Objects.

4. STATUS AND COMPLIANCE OF ASSOCIATION

4.1 Recognition of Association

The Association is a member of the NRAA and is recognised by the NRAA as the controlling authority for Target Shooting in New South Wales and subject to compliance with this Constitution shall administer Target Shooting in New South Wales in accordance with the Objects.

4.2 Compliance of Association

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Target Shooting;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Target Shooting, its standards, quality and reputation for the benefit of the Members and Target Shooting;
- (e) at all times act in the interests of the Members and Target Shooting; and
- (f) not resign, disaffiliate or otherwise seek to withdraw from the NRAA without approval by Special Resolution at a General Meeting.

4.3 Operation of Constitution

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Target Shooting are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales and;
- (b) to ensure the maintenance and enhancement of Target Shooting, its standards, quality and reputation for the benefit of the Members and Target Shooting;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Target Shooting and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects; and
- (e) to act in the interests of Target Shooting and the Members.

5. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001*.

6. STRATEGIC FORUM OF ASSOCIATION

6.1 *Strategic Forums*

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Association's strategic plan and direction;
- (c) discuss statewide issues; and
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

6.2 *Attendees at Strategic Forums*

The following persons may attend strategic fora of the Association:

- (a) up to four (4) representatives from each Club; and
- (b) the Directors; and
- (c) such other persons the Board considers should be invited.

7. CATEGORIES OF MEMBERS

7.1 *Categories of Members*

The Members of the Association shall consist of:

- (a) **Ordinary Members**, who subject to this Constitution, shall be a current member of an affiliated Club (Club Member), be entitled to rights, benefits and obligations under this Constitution and the right to receive notice of, attend and vote at General Meetings, hold office and elect Directors;
- (b) **Clubs**, which, subject to this Constitution, shall have the right to receive notice of General Meetings (but shall have no right to attend or vote);
- (c) **Life Members**, who have the rights described in **clause 7.2**;
- (d) such other categories of Members as may be established by the Board. However such members will not be entitled to nominate or hold office nor receive notice of General Meetings (nor the right to attend and/or vote at General Meetings).

A person can only belong to one category of membership.

7.2 Life Members

- (a) The Board may award the status of Life Member to any natural person who has rendered distinguished service to the Association or Target Shooting.
- (b) A resolution of the Board to confer life membership on a person must be a unanimous resolution.
- (c) Life Members may be exempt from membership fees and the requirement to be a current member of an affiliated club (as determined by the Board, from time to time).
- (d) Life Members will otherwise have the rights, benefits and obligations of Ordinary Members.

7.3 Patron

- (a) The Board may award (and terminate, in its discretion) the status of Patron to one or more natural persons who are deemed to be appropriate to fill the position.
- (b) Patrons are entitled to notice of all General Meetings, entitled to attend and speak at General Meetings but are not entitled to vote at a General Meeting nor hold any office.

7.4 President

- (a) The Board may award (and terminate, in its discretion) the status of President to an individual who is deemed to be appropriate to fill the position.
- (b) The President may be an existing Member but may not hold any other office and is not a member of the Board.
- (c) The President is entitled to notice of all General Meetings, entitled to attend and speak at General Meetings but is not entitled to vote at a General Meeting (unless also a Member in their own right).

8. MEMBERSHIP

8.1 *Club Members (Affiliated Clubs)*

- (a) To be or remain eligible for membership, a Club must be incorporated in New South Wales, be registered under the Firearms Act (or seeking registration) and comply with its obligations under this Constitution and its Regulations.
- (b) Club Members acknowledge and agree that they will:
 - (i) recognise the Association as the authority for Target Shooting in New South Wales;
 - (ii) promote the Objects in any matter of the Club pertaining to Target Shooting;
 - (iii) comply with all rules, codes of conduct and any Regulations applied to Clubs by the Association; and
 - (iv) at all times support and promote the activities of the Association.
- (c) The Board may specify require provisions to be included in the constitutions of Club Members.
- (d) Clubs shall provide to the Association a copy of their constitution and constituent documents, and all amendments to such documents where requested.

8.2 *Club Membership Application*

An application for Club Membership must be:

- (a) in writing on the form prescribed from time to time by the Association (if any), from the applicant or its nominated representative and lodged with the Association; where relevant, accompanied by a copy of the applicant's:
 - (i) constitution;
 - (ii) register of members;
 - (iii) certificate of Incorporation;
 - (iv) evidence of compliance with this Constitution, the Regulations and any other applicable regulatory requirements;
 - (v) accompanied by the appropriate fee (if any); and
 - (vi) accompanied by any other information required by the Association.

8.3 *Ordinary Membership Application*

An application for Ordinary Membership must be:

- (a) in writing to the Association on the form prescribed from time to time by the Association (if any); and
- (b) accompanied by the appropriate fee (if any).

8.4 Discretion to Accept or Reject Application

- (a) The Board may delay its consideration of an application if the Board considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of the application.
- (b) The Board may accept or reject an application whether or not the applicant has complied with any or all of the requirements in **clause s 8.1, 8.2 or 8.3**.
- (c) The Board may reject an application in its sole discretion and shall not be required to provide reason(s) for such rejection.
- (d) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board.
- (e) Where the Board rejects an application, the Association shall refund any fees forwarded with the application.

8.5 Renewal of Membership

- (a) Clubs are not required to reapply for membership each Membership Year. Clubs shall, subject to this Constitution, remain Members provided:
 - (i) the Club continues to comply with the requirements of this Constitution and the Regulations;
 - (ii) the Club remains incorporated and in compliance with the Act; and
 - (iii) all monies due and payable to the Association have been paid.

If Clubs do not pay monies within thirty days of the due date, subject to the Board's discretion, all that Club's rights under this Constitution will be immediately suspended until all monies are fully paid.

- (b) Ordinary Members must reapply for membership each Membership Year through the procedure set out in this Constitution or by the Board from time to time. If an Ordinary Member does not reapply their membership is automatically terminated at the end of the relevant Membership Year.
- (c) Other categories of Members must renew their membership as required by the Board from time to time.

8.6 Deemed Membership

Subject to this Constitution, all members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.

8.7 Resignation of Membership

- (a) A Member may resign from membership of the Association by giving written notice of the resignation to the Association.
- (b) The resignation takes effect:

- (i) when the Association receives the notice; or
 - (ii) if a later time is stated in the notice, at that later time.
- (c) A Club Member may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed must be provided to the Association.
 - (d) If a Club ceases to be a Member under this Constitution, the Association membership of all Ordinary Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with as determined by the Board.
 - (e) A Member who has resigned from membership of the Association remains liable for any fees that are owed to the Association (the **owed amount**) at the time of resignation. The owed amount may be recovered by the Association in a court of competent jurisdiction as a debt due to the Association.
 - (f) A resigning Member is not entitled to a refund of any fees.

8.8 Cessation of Membership

A Member ceases to be a Member when any of the following takes place:

- (a) for a Member who is an individual, the individual dies;
- (b) the Member resigns from the Association under **clause 8.7**;
- (c) the Member membership is terminated under **clause 13**;
- (d) the Member fails to comply with **clause 8**; or
- (e) the Member ceases to be a member under **clause 9**.

8.9 Rights not transferable

The rights of a Member are not transferable and end when the Membership ceases.

8.10 Forfeiture of Rights

A Member who or which ceases to be a Member for whatever reason, will forfeit all rights in the Association and to its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

8.11 Membership may be Reinstated

Membership which has been discontinued under this clause may be reinstated at the sole discretion of the Board, on such conditions (if any) it deems appropriate.

9. MEMBERSHIP FEES

- (a) Members shall pay a membership fee as set by the Board from time to time. The Board may set differing fees for the same class of membership.

- (b) Subject to **clause 9(c)**, if a Member fails to pay all fees levied by the Association:
 - (i) within 30 days after the due date; or
 - (ii) 48 hours prior to the AGM, whichever comes first;
 they immediately cease to be a Member.
- (c) If a person ceases to be a Member under **clause 9(b)** but subsequently pays all outstanding fees owed to the Association, the Board may, if it considers fit and in its sole discretion, reinstate the Member's rights and privileges from the date on which the outstanding fees are paid, including any right to vote.
- (d) Members are not liable to pay by reason of their membership any other debts incurred by or on behalf of the Association, including the costs of winding up of the Association.

10. REGISTER OF MEMBERS

10.1 *Association to keep Register*

- (a) The Association shall keep and maintain a Register as required by the Act and in which shall be entered (as a minimum):
 - (i) the full name, contact postal, residential and/or email addresses, category of membership and date of entry to membership of each Club; and
 - (ii) the full name, contact postal, residential and/or email addresses and date of entry to membership of each Ordinary Member and Life Member; and
 - (iii) where applicable, the date of termination of membership of any Member.
- (b) Members shall provide notice of any change to the required details to the Association within one month of such change.
- (c) Clubs shall maintain, in a form acceptable to the Association, a register of all members of their Club. Each Club register shall become part of the Register kept by the Association and each Club shall provide a copy of its register to the Association when requested, together with regular updates.

10.2 *Inspection of Register*

- (a) Subject to the Act, confidentiality considerations, privacy laws and **clause 10.2(b)**, an extract of the Register held by the Association shall be available for inspection by Ordinary Member and Life Members, upon reasonable request and reasonable notice, during the Association's usual working hours and at its registered address. Any request under this clause must be in good faith and for a proper purpose.
- (b) If an Ordinary Member or Life Member requests that any information contained on the Register about the Member (other than the Member's name) not be available for inspection, that information must not be made available for inspection.
- (c) The inspection must be free of charge.

- (d) Subject to **clause 10.2(b)**, the member may make a copy of or take an extract from a register but does not have a right to remove the record or document for that purpose.
- (e) The member must not use or disclose information in the Register except for a purpose that is:
 - (i) directly connected with the affairs of the Association; or
 - (ii) related to complying with a requirement of the Act.
- (f) The Board may require a member who requests access to the Register under this **clause 10.2** to provide a statutory declaration to the Association prior to gaining access setting out the purpose of the request and declaring that the purpose is directly connected with the Association's affairs, is made in good faith and for a proper purpose.

10.3 Prohibited use of information on Register

A Member must not use or disclose the information on the Register:

- (a) to gain access to information that a Member has deliberately denied to them (for example, in relation to a social, family or legal difference or dispute involving the latter member);
- (b) to contact, send material to the Association or a Member for the purpose of advertising for political, religious, charitable or commercial purposes; or
- (c) for any other purpose unless the use of the information is approved by the Board and it is for a purpose directly connected to either:
 - (i) the Association's affairs; or
 - (ii) the provision of information to the Commissioner under the Act.

10.4 Use of Register by Association

- (a) Subject to the Act, confidentiality considerations and privacy laws, the Register held by the Association may be used to further the Objects, in such manner as the Board considers appropriate.
- (b) A Member must not use information about a person obtained from the Register to contact or send material to the person, other than for:
 - (i) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Association, or other material relating to the Association; or
 - (ii) any other purpose necessary to comply with a requirement of the Act.

11. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution, the Regulations and any contract or other regulation that is binding on the Association.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Target Shooting in New South Wales;
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership;
- (f) neither membership of the Association nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Association or its property or assets;
 - (ii) any automatic right of a Member to renewal of their membership of the Association;
 - (iii) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (g) they will ensure the maintenance and enhancement of Target Shooting, its standards, quality and reputation for the benefit of the Association and Target Shooting;
- (h) they will not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association or Target Shooting and its maintenance and enhancement;
- (i) they shall always operate with, and promote mutual trust and confidence between the Association and the Members in pursuit of the Objects; and
- (j) they shall act on behalf of and in the interests of the Association, the Members and Target Shooting.

12. RESOLUTION OF DISPUTES

- (a) The disputes procedure set out in this section applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter, and, if possible, resolve the grievance within fourteen (14) days after the dispute comes to the attention of all parties.

- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties can agree that the dispute procedure has failed and the dispute is unresolved or either party can within ten (10) days of that meeting, refer the dispute to for resolution to an independent tribunal established by the Board in accordance with such procedures as may be determined by the Board from time to time.
- (d) The Board may prescribe additional dispute procedures in Regulations consistent with this clause.
- (e) The Board will determine under which policy the dispute will be determined.
- (f) There is no appeal under or from this Dispute Procedure.

13. DISCIPLINE

- (a) Where the Board is advised or considers that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, any code of conduct, rule or policy applied by the Association to its Members or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association and/or Target Shooting; or
 - (iii) brought themselves, the Association, any other Member or Target Shooting into disrepute;

the Board may commence or cause to be commenced, investigatory and/or disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, sanctions and/or penalties and the appeal mechanisms of the Association set out in the Regulations.

- (b) The Board may appoint a judiciary committee to deal with any disciplinary matter. Such a judiciary committee shall operate in accordance with any procedures expressed in the Regulations but subject always to the Act.
- (c) If a Member's membership is terminated or suspended:
 - (i) in the case of termination, membership is terminated with immediate effect;
 - (ii) in the case of suspension, the Member loses all rights (including voting rights) associated with membership with immediate effect and for the term of the suspension; and
 - (iii) the Member is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Association.

14. SUBSCRIPTIONS AND FEES

The membership subscription and any fees or other levies payable by Members to the Association, the time for and manner of payment shall be as determined by the Board.

15. POWERS OF THE BOARD

- (a) Subject to the Act and this Constitution, the business of the Association shall be managed by the Board and the Board, except for those powers to be exercised in General Meeting, shall exercise the powers of the Association.
- (b) The Board as the governing body for the Association shall be responsible for acting in accordance with this Constitution and the Objects.

16. COMPOSITION OF THE BOARD

16.1 *Directors*

- (a) The Board shall comprise:
 - (i) Six (6) elected Directors, who must always be Ordinary and/or Life Members and who shall be elected under **clause 17**; and
 - (ii) up to two (2) appointed Directors, who may or may not be Ordinary Members and who may be appointed by the Directors elected under **clause 17**.
- (b) A Director (whether elected or appointed) cannot also be an employee of the Association.

16.2 *Chair*

The Board will elect a Chair from its members by simple majority vote at the first Board meeting after the AGM.

16.3 *Portfolios*

The Board may allocate portfolios and/or titles to the Directors.

16.4 *Committees*

The Board may form sub committees (which might include external parties or persons) to investigate and to advise the Board.

17. ELECTED DIRECTORS

17.1 *Nominations and Election*

- (a) Nominations for elected Directors shall be called for and elections will be conducted in accordance with the procedure set out in this Constitution and/or the Regulations.
- (b) Any two Ordinary and/or Life Members are entitled to nominate an Ordinary Member or Life Member as a candidate for election as an elected Director.
- (c) Where there are one or more nominations a ballot of the Ordinary Members and Life Members entitled to vote will be conducted to elect candidates to the elected Director positions prior to the AGM. The manner of such election will be set out in the Regulations.
- (d) For the avoidance of doubt, an election will still be conducted if the number of candidates nominated is identical to, or less than the number of positions vacant (provided there is at least one nomination).

- (e) If the number of candidates nominated (and, if applicable, elected) is less than the number of positions vacant the remaining vacancies will be treated as casual vacancies under this Constitution, subject to the term of appointment being limited to a period of one (1) year.
- (f) Directors elected (or appointed) under this clause 17 will take office at the conclusion of the relevant AGM.
- (g) To be eligible for nomination, election and then assumption of office the candidate Member's membership must always be current (and not subject to suspension) and all fees and levies paid.
- (h) For an Ordinary Member or Life Member to be entitled to vote on the election of Directors they must have been a Member at the time nominations were called for under **clause 17.1(a)** and must have paid all outstanding fees and levies.

17.2 Term of Appointment for Elected Directors

- (a) Except for appointments under **clause 18.1** Directors elected under this clause shall be elected for a term of three (3) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the AGM following when their election occurred until the conclusion of the third AGM following.
- (b) Following the adoption of this Constitution, no person who has served as a Director for a period of three (3) consecutive terms (or 9 years) shall be eligible to hold office as a Director (whether elected or appointed) until the earlier of (A) one year from the date of conclusion of their last term as a Director or (B) the conclusion of the AGM following the AGM at which their prior term expired. For the avoidance of doubt, they may be nominated and stand for election during the intervening period.

17.3 Qualifications of Directors

A person cannot be nominated, be elected nor act as a Director if:

- (a) they are aged under 18; or
 - (b) in the previous 5 years, they have been convicted of, or imprisoned for:
 - (i) an indictable offence under the laws of any state or territory of the Commonwealth of Australia in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of 3 months or more under the laws of any state or territory of the Commonwealth of Australia;
- or
- (c) they are:
 - (i) bankrupt;
 - (ii) unless the person has obtained the consent of the Commissioner, a person whose affairs are being administered under insolvency laws; or

- (iii) unless they have obtained the consent of the Commissioner, a person who has committed a breach of the following duties:
 - (A) duty of care and diligence;
 - (B) duty of good faith and proper purpose;
 - (C) duty to not improperly use their position;
 - (D) duty to ensure that the Association does not incur a debt while insolvent; or
 - (E) duty to not improperly use information gained while a Director.

17.4 Director duties

Directors shall comply with their duties as Directors under legislation and common (judge-made) law and shall and, where applicable, with the duties described in Governance Standard 5 of the Australian Charities and Not for Profit Commission Regulations.

Directors shall:

- (a) exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Association;
- (b) act in good faith in the best interests of the Association;
- (c) act for a proper purpose;
- (d) act to further the Objects;
- (e) act in the best interests of the Association;
- (f) not misuse information gained in their role as a Director;
- (g) disclose any perceived or actual material conflicts of interest;
- (h) ensure that the financial affairs of the Association are managed responsibly;
- (i) not allow the Association to operate while insolvent; and
- (j) not improperly use:
 - (i) information obtained because they are or were a Director; or
 - (ii) their position of Director; to:
 - (A) gain an advantage for themselves or another person; or
 - (B) cause detriment to the Association.

18. APPOINTED DIRECTORS

18.1 *Appointment of Directors*

The elected Directors may appoint up to two (2) appointed Directors for a period of up to three (3) years.

18.2 *Qualifications for Appointed Directors*

- (a) The appointed Directors may be appointed and removed by the elected Directors under this Constitution at any time.
- (b) The appointed Directors need not be Ordinary Members but must be natural persons. In order to be eligible for appointment and to act they must satisfy the same eligibility and qualification requirements and obligations as elected Directors (with the exception of membership).

19. VACANCIES ON THE BOARD

19.1 *Casual Vacancies*

- (a) Any casual vacancy occurring in the position of Director may be filled from among appropriately qualified persons selected by the Board.
- (b) If the vacancy is in respect of an elected position the appointee must be an Ordinary or Life Member and the vacancy may only be filled for the remainder of the departing Director's term.
- (c) The appointee must meet the Director eligibility and qualification requirements and obligations applicable under this Constitution.

19.2 *Removal, Termination and Resignation of Directors*

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act or **clause 17** the office of a Director immediately becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns their office in writing to the Association;
- (e) if an elected Director, ceases to be a Member;
- (f) is subject to disciplinary action and their membership is terminated or suspended;
- (g) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (h) holds any office of employment with the Association;

- (i) is knowingly directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;
- (j) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
 - (ii) has brought the Association into disrepute;
- (k) is removed by Special Resolution; or
- (l) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

19.3 *Cannot act if suspended*

The office of a Director whose membership is suspended will immediately become vacant. They will not reassume their office after the term of suspension has expired but may, subject to this Constitution stand for re-election.

19.4 *Board May Act*

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board in accordance with **clause 21.4**, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

20. TRANSITION TO THIS CONSTITUTION

20.1 *Certain Existing Councillors become Directors*

Those Councillors appointed in accordance with the Preceding Constitution listed in Annexure A will be appointed and will serve as Directors from the time this Constitution comes into effect (**Initial Directors**).

20.2 *Term for Initial Directors*

The initial term of the Initial Directors will expire at the conclusion of the AGM held in the periods specified in Annexure A.

20.3 *Specified Term Limits for Initial Directors*

- (a) Each Initial Director will be eligible to be nominated for re-election in accordance with **clause 17** unless election will result in them holding office after the term limit specified in Annexure A.
- (b) Having reached their term limit specified in Annexure A each Initial Director will be re-eligible for election in accordance with the mechanism specified in **clause 17.2(b)**.
- (c) This clause 19 otherwise replaces **clause 17.2** but only in respect of the Initial Directors.

20.4 Vacancies

The resignation of an Initial Director prior to the end of their term will be treated as a casual vacancy in accordance with **clause 19.1**.

20.5 Appointment of Chair

The Board will appoint a Chair in the manner specified in **clause 16.2** at the first Board meeting after the time this Constitution comes into effect.

21. MEETINGS OF THE BOARD

21.1 Board to Meet

The Board shall meet as often as is deemed necessary, but at least six times in every Financial Year and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board to occur within a reasonable time.

21.2 Decisions of Board

- (a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question.
- (b) Where voting is equal, the chairperson will not exercise a casting vote and the motion will be lost.

21.3 Resolutions not in Meeting

- (a) A resolution in writing signed or assented to by facsimile, email, or other form of visible or other electronic communication by all the Directors and agreed to unanimously shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting can communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person; and
 - (iii) if a failure in communications prevents **clause 21.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 21.3(b)(i)** is satisfied again. If such condition is not

satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned.

21.4 Quorum

At meetings of the Board, the number of Directors whose presence is required to constitute a quorum is five.

21.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

21.6 Chair

- (a) The Chair shall be the nominal head of the Association. The Chair will act as chair of any Board meeting. If the Chair is not present, is unwilling or unable to preside at a meeting those present at the meeting may elect a chairperson from its midst.
- (b) The chair has a normal vote as a director but does not have a casting vote.

21.7 Directors' Interests

- (a) A Director is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with an express resolution of approval of the Board.
- (b) Any such contract or any contract or arrangement entered by or on behalf of the Association in which any Director is in any way interested will be void unless approved by the Board.

21.8 Conflict of Interest

- (a) A Director shall declare his interest in any:
 - (i) contractual matter;
 - (ii) selection matter;
 - (iii) disciplinary matter; or
 - (iv) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by a vote of the Board, absent himself from the meeting during all discussion of such matter and shall not be entitled to vote in respect of such matter.

- (b) If the Director votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

- (c) A Director may still be present and vote if the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the Association's affairs, and
 - (ii) states that those Directors who do not have a material personal interest in the matter are satisfied that the Director's material personal interest in the matter should not prevent the Director from being present at the meeting while the matter is being discussed or from voting on the matter.

21.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest.
- (b) If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (c) All disclosed interests must also be disclosed to each AGM in accordance with the Act.

21.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 21.9** as regards such Director and the said transactions. After such general notice, it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

21.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 21.8, 21.9** and/or **2.10** must be recorded in the minutes of the relevant meeting.

22. MANAGEMENT

22.1 Appointments

- (a) Employees may be engaged by the Board for such term and on such conditions as the Board deems appropriate.
- (b) The Board shall appoint a Public Officer.
- (c) Employees may not hold the office of Director.

22.2 Board has Power to Manage

- (a) Subject to the Act, this Constitution, and to written delegations approved by the Board, the Board has the power to perform all such things as appear necessary or desirable for the proper management and administration of the Association.

- (b) No resolution passed by the Association in General Meeting shall invalidate any prior act of the Board or its delegate (including an employee) that would have been valid if that resolution had not been passed.

23. DELEGATION

23.1 Board may Delegate Functions

The Board may create, establish, or appoint special committees, engage employees, individual officers and consultants and may delegate functions to them.

23.2 Limit on Delegation

The Board may not delegate:

- (a) this power of delegation; and
- (b) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

23.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

23.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 21** above. The entity exercising delegated powers shall make decisions in accordance with the Objects and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

23.5 Delegation may be Conditional

A delegation under this **clause 23** may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

23.6 Revocation of Delegation

The Board at any time revoke wholly or in part any delegation made under this clause , and may amend or repeal any decision made by such body or person under this **clause 23**.

24. ANNUAL GENERAL MEETINGS

- (a) An AGM of the Association shall be held in accordance with the Act and this Constitution, on a date, and at a venue to be determined by the Board.
- (b) An AGM may be held more than 6 months but not more than 9 months after the end of the Financial Year if by doing so it allows the AGM to be held during the Association's annual championships.

- (c) Other than the AGM, all other meetings shall be Special General Meetings and shall be held in accordance with this Constitution.

25. SPECIAL GENERAL MEETINGS

25.1 *Special General Meetings to be held*

The Board may, whenever it thinks fit, convene a Special General Meeting (“**SGM**”) of the Association.

- (a) The Chair shall convene a SGM upon receiving a request in writing from Ordinary Members representing not less than 5% of all Ordinary Members.
- (b) The requisition for a SGM shall state the object(s) of the meeting shall be signed by the relevant Members, making the requisition and be sent to the Association. Such requisition for a SGM may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Chair does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.
- (d) A SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

26. NOTICE OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to every Club, Ordinary and Life Member, and any other Member entitled to receive notice, at the address appearing in the Register kept by the Association. The Association's Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day, and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those persons entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 42**.
- (e) The accidental omission to give notice of any meeting to or the non-receipt of any notice by any Member shall not invalidate the meeting or any resolutions passed at that meeting.

27. BUSINESS

- (a) The business to be transacted at the AGM comprises consideration and acceptance of the prior minutes, the annual report and statements of account, the Directors' report, the Auditor's report and the appointment of the Auditor.
- (b) All business that is transacted at a SGM, and all business that is transacted at an AGM with the exception of those matters set down in **clause 27(a)**, shall be general business.
- (c) No business other than that stated on the notice for an AGM or SGM shall be transacted at that meeting.
- (d) With the exception of the matters noted in **clause 27(a)** and **clause 40** resolutions introduced during General Meetings are not binding on the Association but may be considered by the Board.

28. NOTICES OF MOTION

- (a) Ordinary Members entitled to vote may submit notices of motion for inclusion as business at a General Meeting.
- (b) All notices of motion must be submitted in writing to the Association not less than 42 days' (42) calendar days (excluding receiving date and meeting date) prior to the relevant General Meeting.

29. PROCEEDINGS AT GENERAL MEETINGS

29.1 *Quorum*

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be the lesser of 2% of the Ordinary Members, or 30.
- (b) Directors who are also Ordinary or Life Members and present shall be included in the calculation of the quorum.

29.2 *Chair to preside*

- (a) The Chair of the Board shall, subject to this Constitution, preside as chair at every General Meeting except where a conflict of interest exists.
- (b) If the Chair is not present, or is unwilling or unable to preside, **clause 21.6** shall be followed for that meeting only.

29.3 *Adjournment of Meeting*

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned until 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 chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting

other than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 28.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

29.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) four or more Ordinary Members.

29.5 Recording of Determinations

Unless a poll is required under **clause 29.4**, the chairperson shall declare a resolution has, on a show of hands or voice declaration been carried or carried unanimously or lost by a particular majority. An entry to that effect in the minute book containing the minutes of the proceedings of the Association shall then be conclusive evidence of the fact without proof of the number of the votes recorded for or against the resolution.

29.6 Where Poll Demanded

If a poll is duly demanded under **clause 29.4**, it shall be taken in such manner either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be announced at the completion of the meeting at which the poll was demanded.

29.7 Use of technology at general meetings

- (a) A general meeting may be held at 2 or more venues using any technology approved by the Board that gives each of the association's members a reasonable opportunity to participate.
- (b) A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

30. VOTING AT GENERAL MEETINGS

30.1 Members Entitled to Vote

- (a) Each Ordinary Member and Life Member present shall be entitled to one (1) vote at General Meetings.
- (b) For a Member to be entitled to vote they must be a Member both at the time that notice of the meeting was issued and at the time of the meeting.
- (c) No other Member shall be entitled to vote.

- (d) The Directors who are Ordinary Members or Life Members shall if present have the right to vote at General Meetings.

30.2 Chair Will Not Exercise A Casting Vote

Where voting at General Meetings is equal, the chair will not exercise a casting vote and the motion will be lost.

31. PROXY VOTING

Proxy voting shall not be permitted at General Meetings.

32. POSTAL OR ELECTRONIC BALLOTS

- (a) The Association may hold a postal or electronic ballot (as the Board determines) to determine any issue or proposal.
- (b) A postal or electronic ballot is to be conducted in accordance with Schedule 3 to the *Associations Incorporation Regulation*.

33. USE OF TECHNOLOGY AT GENERAL MEETINGS

- (a) An AGM or SGM may be held at 2 or more venues using any technology approved by the Board that gives each of the association's members a reasonable opportunity to participate.
- (b) A member of the Association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

34. [NOT USED]

35. RECORDS AND ACCOUNTS

35.1 Records

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting.

35.2 Records Kept in Accordance with Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care of the Public Officer and in New South Wales.

35.3 Association to Retain Records

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

35.4 Board to Submit Accounts

The Board shall submit to the Members at the AGM the statements of account of the Association in accordance with this Constitution and the Act.

35.5 Accounts Conclusive

The statements of account when approved or adopted by an AGM shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

35.6 Accounts to be Sent to Members

The Association shall send, provide or make available to all Members entitled to receive notice of AGMs in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and any other document required under the Act (if any).

35.7 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) persons duly authorised by the Board or in such other manner as the Board determines.

35.8 Inspection of Records and Accounts

- (a) The Records, Accounts and other documents of the Association must be open to inspection, free of charge, by an Ordinary Member of the Association during normal working hours of the Association, subject to any applicable laws (including, but not limited to, the Act) and considerations of commercial confidentiality.
- (b) Access will be provided on the same basis as applying to the Register and the provisions of **clauses 10.2, 10.3 and 10.4** will therefore apply, modified to these items.

36. AUDITOR

- (a) An appropriately-qualified auditor or auditors shall be appointed by the Association at a General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001 (Cth)* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association at a General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

37. INCOME

- (a) Income and property of the Association shall be derived from such sources as the Board determines from time to time.
- (b) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:

- (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (d) Nothing in **clauses 37(b)** or **(c)** shall prevent payment in good faith of or to any Member for:
- (i) any services actually rendered to the Association whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Association in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Association;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

38. WINDING UP

- (a) Subject to this Constitution, the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association.

39. DISTRIBUTION OF PROPERTY ON WINDING UP

- (a) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution.
- (b) Such organisation(s) will be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

40. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

41. POLICIES & REGULATIONS

41.1 *Board to Formulate Regulations*

The Board may formulate issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Target Shooting in New South Wales as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution.

41.2 *Regulations Binding*

All Regulations are binding on the Association and all Members. The Board will notify the Members of such Regulations (and changes to Regulations) as it thinks necessary or desirable.

41.3 *Regulations Deemed Applicable*

All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

42. NOTICE

- (a) Notices may be given by the Association to any Member or other person entitled under this Constitution to receive any notice by sending the notice by pre-paid post, or by electronic means, to the Member's registered contact address, or in the case of a Club, to the last notified contact address. Notices may also be given by posting them prominently on the Association's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) business days after posting.
- (c) Where a notice is sent by electronic means and/or posted on the Association's website, service of the notice shall be deemed to be effected the day after it was sent and/or posted.
- (d) The accidental omission to give notice of any meeting to or the non-receipt of any notice by any Member shall not invalidate the meeting or any resolutions passed at that meeting.

43. INDEMNITY

- (a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
- (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

ANNEXURE A

Councillors appointed under the Preceding Constitution who are appointed as Initial Directors in accordance with clause 19

Name	Term expires	Term limit
John Maguire	2020	2023
Peter Harris	2020	2026
John Baxter	2021	2021
Dennis Shallis	2021	2027
Adrian Siebel	2022	2025
Andrew Kerr	2022	2028