



Toowoomba Aeromodellers Association Inc.

Po Box 2169 Toowoomba BC 4350

ABN: 58 318 895 136

# Constitution

(RULES OF INCORPORATED ASSOCIATION – amended 11th October 2015)

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## **1. NAME**

- 1.1 The NAME of the Incorporated Association will be: "Toowoomba Aeromodellers' Association Inc." (Hereafter referred to as the Association.)

## **2. OBJECTS**

- 2.1 The OBJECTS of the Association are:

- 2.1.1 To engage in the sport of flying model aircraft.
- 2.1.2 To promote, organise, and encourage the building and flying of model aircraft.
- 2.1.3 To promote friendship and co-operation amongst all Association members.
- 2.1.4 To affiliate with the MAAQ Inc. (Model Aeronautical Association Queensland Incorporated), which in turn affiliates with the MAAA Inc. (Model Aeronautical Association Australia Incorporated) being the Australian representative of the World Federation Aeronautique International (FAI)
- 2.1.5 To promote the sport throughout the community with parts of Specific Days being held for Charitable Community Organisations.

## **3. POWERS**

- 3.1 The Powers of the Association are:

- 3.1.1 To subscribe to, become a member of, and co-operate with any other Association, Club or Organisation, whether Incorporated or not, whose objects are altogether or in part similar to those of the Association, provided that the Association shall not subscribe to or support with it's funds, any Club, Association or Organisation which does not prohibit the distribution of it's income and property among it's members to an extent at least as great as that imposed on the Association under or by virtue of Rule 23.9;
- 3.1.2 In furtherance of the objects of the Association, to buy, sell and otherwise deal in any kind of article, commodity and provision, both liquid or solid, for the members of the Association or persons frequenting the premises of the Association;
- 3.1.3 To purchase, take on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite to the purpose of, or capable of being conveniently used in connection with, any of the objectives of the Association, provided that in case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as is allowed by law, having regard to such trusts;
- 3.1.4 To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objectives and the exercise of the powers of the Association to obtain from any such Government or Authority, any rights, privileges and concessions



which the Association might think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- 3.1.5 To appoint, employ, remove or suspend any Manager, Clerk, Secretary, Workman, or any other ordinary person as may be deemed necessary by the Committee, for the purpose of the Association;
- 3.1.6 To remunerate any person or Body Corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing to placing of any unsecured notes, debentures or other securities of the Association or in or about the Association or promotion of the Association or in the furtherance of it's objectives;
- 3.1.7 To construct, improve, maintain, develop, work manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development working, management, carrying out, alteration or control thereof;
- 3.1.8 To invest and deal with the money of the Association, not immediately required, in a such manner as may from time to time, be thought fit;
- 3.1.9 To take or otherwise acquire and hold, shares, debentures or other securities of any Company or Body Corporate;
- 3.1.10 In furtherance of the objectives of the Association, to lend and advance money, or give credit to any person or Body Corporate; to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or Body Corporate and otherwise to assist any person or Body Corporate;
- 3.1.11 To borrow or raise money, either alone or jointly, with any other person or legal entity in such manner as may be thought proper, and whether on fluctuating advance account or overdraft or otherwise, to represent or secure any monies and further advances, borrowed or to be borrowed, alone with others as aforesaid by notes secured or unsecured debenture or debenture stock, perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Association's property or assets present or future and to purchase, redeem or pay off such securities;
- 3.1.12 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- 3.1.13 In furtherance of the objectives of the Association, to sell, improve, manage, develop, exchange lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;



- 3.1.14 To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, or any part of the Association's property whatsoever kind sold by the Association, or any money due to the Association from purchasers or others;
- 3.1.15 To take any gift of property whether subject to any special trust or not, for any one or more of the objectives of the Association but subject always to the provision of rule 3.1.3;
- 3.1.16 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time to be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- 3.1.17 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- 3.1.18 In furtherance of the objectives of the Association, to amalgamate with any one or more incorporated Associations having objectives, altogether or in part, similar to those of the Association, and which shall prohibit the distribution of it's or their income and property among it's or their members to an extent at least as great as that imposed on the Club under or by virtue of Rule 23.8;
- 3.1.19 In furtherance of the objectives of the Association; to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated Associations with which the Association is authorised to amalgamate;
- 3.1.20 In furtherance of the objectives of the Association, to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated clubs with which the Association is authorised to amalgamate;
- 3.1.21 To make donations for patriotic, charitable or community purposes;
- 3.1.22 To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged; and
- 3.1.23 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

#### **4. MEMBERSHIP**

- 4.1 Membership is open to anyone other than those who have been convicted of an indictable offence or are known to be of a character prejudicial to the interests of the Association.
- 4.2 The membership year is from the 1st June until the 31st May the following year when membership the membership of the currently affiliated members cease and those wishing to continue to be members of the Association for the succeeding year, must re-apply using the Application Form provided.



- 4.3 Application for existing Membership is to be made in writing on the Association's Application Form by the applicant, who is required to sign that they understand the Rules of Incorporated Association, By-laws, the Code of Conduct/Behaviour and the Safety Rules of the Association as amended from time to time and such agree to be bound by those Rules.
- 4.4 All new Applicants must be nominated for membership by a fully paid up member of the Association and the application lodged, with the Association Treasurer either by hand or at the address shown on the application form.
- 4.5 The application will be tabled at a Management Committee meeting for assessment and acceptance or rejection. In the meantime the applicant can only engage in flying activities if accompanied by an instructor and after having entered their name and address in the visitors book.
- 4.6 To ensure the interests of the Club are supported and furthered, members are not permitted to hold full membership of any other aero modelling club or association, howsoever described.
  - 4.6.1 Members are expected to attend a minimum of 30% of Club Events/Working Bees or all other significant contributions as validated by the Management Committee.
- 4.7 All new members are to serve a membership probationary period of not less than twelve (12) months from date of acceptance of membership application.
- 4.8 Any complaints against the Club, Committee Member or Member must be in writing and handed to any Management Committee Member.

## **5. CLASS OF MEMBERSHIP**

- 5.1 The membership of the Club will consist of any of the following classes:
  - 5.1.1 Senior Members;
  - 5.1.2 Pensioner Members;
  - 5.1.3 Junior Members;
  - 5.1.4 Associate Members;
  - 5.1.5 Life Members;
  - 5.1.6 Honorary Members.
- 5.2 The number of Ordinary Members (Senior, Pensioner, Life and Junior) shall be unlimited and shall enjoy all the rights and privileges of the Association;
  - 5.2.1 Senior members are members who are over the age of 18 yrs on the 30th June.
  - 5.2.2 Pensioner members are members, who by age or disability, have a valid State Pension card which must be presented with their application for membership to secure the concession rate for Pensioners.
  - 5.2.3 Junior Members are members who are under 18 yrs. of age on the 30th June. A Junior, who has an 18th birthday between the 1st of



July and 30th June of the next year, will be classified as a Junior for that year ending 30th June.

- 5.3 The number of Associate members shall be limited to 30% or less, of the number of Ordinary members at the time of application for Associate membership. Associate members must show their current F.A.I. card and provide details of their parent Club or Association on the appropriate application form. Associate members are not to hold any office on Committee but are allowed to attend General Meetings but will have no voting rights. They will be allowed to speak at General Meetings at the discretion of the Chairperson;
- 5.4 The number of Life, Honorary, members shall be limited to that number decided at any General Meeting of the Members;
- 5.5 Life Membership -A member may be elevated to a Life Member in recognition of a special service given to the sport/hobby and or Association when nominated by any other member. Such nomination must be in writing to the Secretary, and will be considered by the Committee at their next meeting. If approved, the nomination will be put to the members at the next General Meeting and the nominee granted Life Membership by majority vote. A Life Member shall enjoy all rights and privileges of the Association and will pay such fees as determined by the members at the General Meeting;
- 5.6 Honorary Membership – may be awarded membership of the Association in recognition of assistance To the Association. As an Honorary Member may not necessarily be a financial member of an MAAA Affiliated club this will be assessed on a case-by-case basis as determined by the membership.

## **6. MEMBERSHIP FEES**

- 6.1 Fees for each class of membership shall be determined, from time to time by the Management Committee and recommended for adoption by the members at any General Meeting.
- 6.2 Fees for each class of membership shall be paid at such time and in such manner as determined, from time to time, by the Management Committee.
- 6.3 Fees for each New Nomination or re Nomination of any expired membership of more than fourteen (14) days shall be that as set by the Association at its Annual General Meeting. Starting Fee to be \$20.00 and reviewed as required.

## **7. ADMISSION AND REJECTION OF APPLICATIONS**

- 7.1 Any application, for any class of membership shall be considered for acceptance or rejection by majority vote at a meeting of the Management Committee.
- 7.2 An applicant whose application has been accepted, will be advised in writing by the Secretary.
- 7.3 Where an application has been rejected by the Management Committee, the matter is placed before the members at the next General Meeting for acceptance or rejection, and the Applicant advised in writing by the Secretary.



## **8. TERMINATION OF MEMBERSHIP**

- 8.1 All memberships terminate on the 31st May of each year and application for membership is provided for in Section 4 – MEMBERSHIP, above
- 8.2 A member may resign membership of the Association at any time by giving notice in writing to the Secretary. Such notice will take effect on receipt by the Secretary unless a later date is specified.
- 8.3 Membership may be terminated if;
  - 8.3.1 a member is convicted of an indictable offence; or
  - 8.3.2 fails to comply with the provisions of these rules; or
  - 8.3.3 has membership fees in arrears of two weeks or more; or
  - 8.3.4 conducts him/herself in a manner considered to be injurious or prejudicial to the character or interests of the Association.
  - 8.3.5 any incident which in the opinion of the Management Committee is in contravention of the Rules of the Incorporated Association, By-Laws, the Code of Conduct/Behaviour and the Safety Rules of the Association as amended from time to time.
- 8.4 Disciplinary Procedure.
  - 8.4.1 The Committee may expel from the Association or otherwise punish or penalise any member whose conduct is in the opinion of the Committee is prejudicial or injurious to the character, or the interests of the Association, or who fails to comply with any reasonable request or direction of the Committee or who fails to observe any direction or decision of any Official or Judge.

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

- 9.1 A member whose membership has been terminated may, within one month, give notice in writing to the Secretary, of their intention to appeal the termination.
- 9.2 Upon receipt of notice of intention to appeal the termination, the Secretary shall within, three months, call a General Meeting of members to determine the appeal. At any such meeting the applicant will be given the opportunity to fully and fairly present their case. Likewise the Association is given the opportunity to present its case. The appeal shall be determined by the vote of the members present at the Meeting.
  - 9.2.1 Any person whose membership has been terminated by vote of the Membership as provided for in 9.2 above, will not be eligible to re-apply for membership for a period of five (5) years from the date of termination.

## **10. REGISTER OF MEMBERS**

- 10.1 The Management Committee shall cause a register to be kept in which shall be entered the names and addresses of all members of the Association and their date of admission.
- 10.2 Particulars shall also be entered into the register of; deaths, resignations, terminations and reinstatements of membership and any other particulars



as the Management Committee or the Members at any General Meeting may, from time to time, require.

## **11. MEMBERSHIP OF MANAGEMENT COMMITTEE**

- 11.1 The Management Committee shall consist of a President, Vice President, Secretary, Treasurer, Events Co-ordinator, and Safety Officer, all of whom shall be members of the Association, and such number of other members as the members of the Association at any General Meeting may from time to time elect or appoint.
- 11.2 At the Annual General Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election.
- 11.3 The election of officers and other members of the Management Committee shall take place in the following manner:
  - 11.3.1 Any two members of the Association shall be at liberty to nominate any other member to serve on the Management Committee;
  - 11.3.2 The nomination shall be in writing and signed by the proposer and seconder and lodged with the Secretary at least fourteen (14) days before the AGM at which the election is to take place;
  - 11.3.3 A list of the candidates names together with those of the proposer and seconder shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven (7) days prior to the AGM;
  - 11.3.4 Where there is more than one candidate for any position, a balloting list shall be prepared showing the names of the candidates, and ballot papers available for all members at the Meeting, eligible to vote, to indicate their preferences;
  - 11.3.5 Should there be insufficient nominations at the commencement of the Meeting, nominations from the floor of the Meeting will be allowed.
- 11.4 All candidates, whether nominated or otherwise, will take position on the Management Committee, only by the majority vote of the members present at the Annual General Meeting.
- 11.5 Any member of the Management Committee may resign from the Management Committee at any time by giving notice in writing to the Secretary. Such resignation shall take effect from the date of the notice unless a later date is specified.
- 11.6 Any member of the Management Committee may be removed from office at a General Meeting of the members of the Association where the member shall be given the opportunity to fully present their case. The question of removal shall be determined by majority vote of members at the Meeting.
- 11.7 Any member of the Management Committee absenting themselves without apology from three consecutive meetings of the Committee shall be required to show good cause why their position should not be declared vacant and a replacement appointed in their place.





## 11.8 Vacancy on Management Committee.

11.8.1 If a casual vacancy happens on the Management Committee, the continuing members of the Committee may appoint another member of the Association to fill the vacancy until the next Annual General Meeting

11.8.2 The continuing members of the Management Committee may act despite a casual vacancy on the Management Committee

11.8.3 However, if the number of committee members is less than the number fixed under Rule 13(3) as a quorum of the Management Committee, the continuing members act only to –

11.8.3.1 increase the number of management committee members required for a quorum; or

11.8.3.2 call a General Meeting of the Association.

11.9 A new member, ie; a first time applicant, is not permitted to hold office on the Management Committee until a period of twelve (12) months of membership has elapsed.

## 12. FUNCTIONS OF THE MANAGEMENT COMMITTEE

12.1 Except as otherwise provided by these rules and subject to any resolutions of the members of the Association carried at any General Meeting, the Management Committee shall:

12.1.1 have the general control and management of the administration of the affairs, property and funds of the Association, and

12.1.2 have the authority to interpret the meaning of these rules and any matter relating to the Association, on which these rules are silent.

12.2 The Management Committee may exercise all the powers of the Association;

12.2.1 to borrow or raise or secure the payment of money in such manner as the members of the Association 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 Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;

12.2.2 to borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by Bankers in Brisbane for overdraft on money lent, whether term of the loan be short or long, and to mortgage or charge it's property or any part thereof and to issue debentures and other securities, whether outright or as security for and debt, liability or obligation of the Association, and to provide and pay off any such securities; and

12.2.3 to invest in such manner as the members of the Association may from time to time determine.



### **13. MEETINGS OF MANAGEMENT COMMITTEE**

- 13.1 The Management Committee shall meet as often as may be necessary for properly conducting the business and operations of the incorporated association, but shall be held at least once in every four (4) calendar months.
- 13.2 A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing by not less than one third of the members of the Management Committee. Such requisition shall clearly state why the Special meeting is being convened and the nature of the business to be discussed thereat.
- 13.3 At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last General Meeting of the members, shall constitute a quorum.
- 13.4 Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit, provided that matters arising at any meeting of the Management Committee shall be decided by a majority of votes and in the case of equality of votes, the question shall be deemed to be decided in the negative.
- 13.5 A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which they have an interest or any matter arising thereof. If he/she does vote, the vote will be discounted.
- 13.6 The Secretary shall give the members of the Management Committee at least seven day notice of a Special Management Committee meeting stating clearly the nature of the business to be discussed at the meeting.
- 13.7 The President of the Association shall preside as Chairperson at meetings of the Management Committee. If there is no President, or the President is not in attendance ten (10) Minutes after the Meeting is scheduled to begin, the Vice-President shall act as chairman and if there is no Vice-President, the members present may chose any of their number to chair the Meeting.
- 13.8 If, within half an hour from the time appointed for the commencement of a Management Committee meeting, a quorum is not present, the Meeting, if convened upon the requisition of members of the Management Committee, shall lapse. 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 Management Committee 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 shall lapse.

### **14. SUB-COMMITTEES**

- 14.1 The Management Committee may delegate any of its powers to a Sub-Committee consisting of such members of the Association as the Management Committee thinks fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Management Committee.



- 14.2 A Sub-Committee may elect a Chairperson of its meetings. If no such Chairperson is elected at any meeting, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the Meeting.
- 14.3 A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by the majority of votes of the members present and in the case of equality of votes, the question shall be deemed to be decided in the negative.

## **15. VALIDITY OF MEETINGS**

- 15.1 All acts done by any meeting of the Management Committee or of a Sub-Committee or by any person acting as a member of the Management Committee shall; notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified; be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

## **16. VALIDITY OF RESOLUTIONS**

- 16.1 A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **17. GENERAL MEETINGS**

- 17.1 A General Meeting of the members shall be held at such place and at such time as determined by the Management Committee and at intervals of no greater than three months.
- 17.2 The Secretary shall convene all General Meetings of the Association by giving not less than fourteen days notice to the members of the Association.
- 17.3 The manner by which such notice is given shall be determined by the Management Committee, provided that notice given of any meeting convened for the purpose of hearing and determining the appeal of a member against termination of membership by the Management Committee, shall be given in writing.
- 17.4 Notice of a General Meeting shall clearly state the nature of the business to be discussed thereat where possible.
- 17.5 At any General Meeting the number of members required to constitute a quorum shall be double the number of members on the Management Committee present, plus one, except as provided for in 17.7.
- 17.6 No business shall be transacted at any General Meeting unless a quorum of members is present when the meeting proceeds to business. For the purpose of this rule, 'member' includes a person attending as a proxy or as a representative of a Corporation which is a member.



- 17.7 If within half an hour from the time appointed for the commencement of a General Meeting a Quorum is not present, the Meeting, if convened upon the requisition of a member of the Management Committee or the Association, shall lapse. 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 time and place as the Management Committee 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 members present shall form a quorum.
- 17.8 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 place to place, but no business shall be conducted at any adjourned meeting other than that left unfinished from the meeting from which the adjournment took place. When a meeting so adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of a normal General Meeting, save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 17.9 The secretary shall convene a Special General Meeting;
- 17.9.1 when directed to do so by the Management Committee; or
- 17.9.2 on the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of members of the Association which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat; or
- 17.9.3 on being given a notice in writing of an intention to appeal against the decision of the Management Committee to terminate the membership of any person.
- 17.10 ANNUAL GENERAL MEETING
- 17.10.1 The Annual General Meeting shall be held within three (3) months of the close of the financial year.
- 17.10.2 The business to be conducted at the Annual general Meeting shall be:
- 17.10.2.1 The receiving of the Management Committee's report and the statement of Income and Expenditure; Assets and Liabilities; Mortgages, Charges and Securities affecting the property of the Association for the preceding financial year;
- 17.10.2.2 The receiving of the auditor's report upon the books and accounts for the preceding financial year;
- 17.10.2.3 The election of members of the Management Committee;
- 17.10.2.4 The appointment of an auditor if required.

## **18. CONDUCT OF BUSINESS AT GENERAL MEETING**

Unless otherwise provided by these Rules, at every General Meeting:



- 18.1 The President shall preside as Chairperson, or if there is no president, or if they are not present within fifteen minutes after the time appointed for the holding of the Meeting, or is unwilling to act, or if the Vice-President is not present or is unwilling to act, then the members shall elect one of their number as Chairperson.
- 18.2 The Chairperson shall conduct the Meeting in a proper and orderly manner.
- 18.3 Every question, matter or resolution shall be decided by a majority vote of the members present.
- 18.4 Every Ordinary, Life and Honorary member present shall be entitled to one vote and in the case of equality of votes the Chairperson shall have a second or casting vote. No member shall be entitled to vote at any General Meeting if their annual subscription is more than two weeks in arrears on the date of the Meeting.
- 18.5 Voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairperson shall appoint two members to conduct the secret ballot in such manner as the Chairperson determines and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the Meeting.
- 18.6 An Ordinary, Life and Honorary member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of an Ordinary, Life and Honorary member shall have one vote and in a secret ballot every Ordinary, Life and Honorary member present in person or by proxy or by attorney or other duly authorized representative shall have one vote.
- 18.7 The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of their attorney duly authorised in writing or, if the appointer is a Corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.
- 18.8 Where it is desired to afford an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:



ASSOCIATION:.....  
 I,.....of.....  
 being a member of the above Association, hereby appoint.....  
 of.....or failing him/her.....  
 of....., as my proxy to vote on my behalf at the  
 (Annual) General Meeting, to be held on the.....day of.....200...  
 and at any adjournment thereof.  
 Signed this.....day of.....200...  
 Name.....(please print)  
 Signature.....

This form to be used \*in favour of/ \*against the resolution  
 (\* strike out whichever is not desired)  
 Unless otherwise instructed the proxy may vote as he/she thinks fit.

18.9 The instrument of proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote.

**19. MINUTES OF MEETINGS**

19.1 The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee Meeting and General Meeting to be entered into a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection.

19.2 For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee Meeting shall be signed by the Chairperson of the next meeting of the Management Committee. The accuracy of the minutes of every General Meeting or Annual General Meeting shall be verified in a similar manner.

**20. BY-LAWS**

20.1 The Management Committee may from time to time, make, amend or repeal by-laws not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside at a General Meeting of the members.

**21. ALTERATIONS TO RULES**

21.1 Subject to the Associations Incorporations Act 1981, these rules may be amended, repealed or added to by special resolution carried at a General Meeting.

21.2 However, an amendment, repeal or addition is valid only if it is registered by the Chief Executive of the department administering the Act.

**22. COMMON SEAL**

22.1 The Management Committee shall provide a Common Seal and for its safe custody. The Common Seal shall only be used with the authority of the Management Committee and every instrument to which the Seal shall be affixed shall be signed by a member of the Management Committee and countersigned by the Secretary or by a second member of the



Management Committee, or by some person appointed by the Management Committee for that purpose.

## **23. FUNDS AND ACCOUNTS**

- 23.1 The funds of the Association shall be banked in the name of the Association in any bank as the Management Committee shall from time to time direct.
- 23.2 Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of a like nature.
- 23.3 All monies shall be banked as soon as practical after receipt thereof.
- 23.4 All amounts of \$20 (twenty dollars) or more shall be paid by cheque or Electronics Funds Transfer, signed or authorised, as appropriate, by any two of the, President, Secretary and Treasurer or other member of the Association as authorised from time to time by the Management Committee.
- 23.5 Cheques shall be crossed 'Not Negotiable' except for the payment of wages, allowances or petty cash recoupment in which case the cheque may be 'open'.
- 23.6 The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.
- 23.7 As soon as practical after the end of each Financial Year the Treasurer shall cause to be prepared a statement showing particulars of;
  - 23.7.1 the income and expenditure for the financial year just ended, and
  - 23.7.2 the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the end of that year.
- 23.8 All such statements shall be examined by the Auditor, or in accordance with the Queensland Rules of Incorporation, who shall present a report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in which such audit was made.
- 23.9 The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out in these Rules and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advanced by them to the Association or otherwise owing by the Association to them or of remuneration to any officers or servants of the Association or to any member of the Association or any other person in return for any services actually rendered to the Association provided further that nothing in these Rules shall be construed so as to prevent the payment or repayment to any member for out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association on reasonable and proper rent for premises demised or let to the Association.



## **24. DOCUMENTS**

24.1 The Management Committee shall provide for the safe keeping of books, documents instruments of title and securities of the Association.

## **25. FINANCIAL YEAR**

25.1 The Financial Year of the Association shall end on the 30th June of each year.

## **26. DISTRIBUTION OF SURPLUS ASSETS**

26.1 If the Association shall be wound up in accordance with the provisions of the 'Association Incorporation Act 1981', and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Association under or by Rule 23.9, such institution or institutions to be determined by the members of the Association.

## **27. CLAIMS AGAINST OFFICERS**

27.1 No member of the Association shall have or maintain any claims whether in Law or Equity, against the Association or against any Officer of the Association or against any member of the Management committee in respect of any act or omission by such Officer or member in the course of their duties as such Officer or member

**END OF RULES OF  
INCORPORATED ASSOCIATION**

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Registered with the Department of Fair Trading on 11th February 2011.  
Amendment registered with the Department of Fair Trading 02 December 2015.

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