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Constitution

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SATELLITE CITY BMX CLUB INCORPORATED

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1. NAME OF THE CLUB

The name of the association is Satellite City BMX Club Incorporated (**Club**).

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Act* (NT).

AGM or **Annual General Meeting** means the annual General Meeting of the Club required to be held by the Club in each calendar year.

BMX means the sport of Bicycle Moto Cross.

BMXA means BMX Australia Ltd, the national sporting organisation for BMX in Australia.

BMX NT means the Northern Territory BMX Association Incorporated, the state sporting association for BMX in the Northern Territory.

By-Law means a By-Law made under **clause 23**.

Chair means the person elected under **clause 18**.

Club means Satellite City BMX Club Incorporated.

Committee means a committee under **clause 17**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Financial Year means the year commencing 1 July and ending 30 June in any year.

General Meeting means a general meeting of Members.

Individual Member is defined in **clause 7.2(b)**.

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

Junior Member means a registered Member of the Club who is younger than 18 years of age.

Life Member means a Member admitted to the Club under **clause 7.3**.

Member means a member of the Club under **clause 7**.

Objects mean the objects of the Club in **clause 3.1**.

Public Officer means a person appointed as public officer under **clause 20**.

Special General Meeting means a General Meeting other than an Annual General Meeting.

Special Resolution has the same meaning as that given to it in the Act.

UCI means the International Federation for BMX – the Union Cycliste Internationale.

Voting Member means those Members of the Club entitled to vote in General Meeting as set out under **clause 7.2(b)**.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) 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
- (h) 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, so as 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

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) If there is any inconsistency between this Constitution and the Act, the Act prevails.

3. OBJECTS

3.1 Objects

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

- (a) maintain affiliation with BMX NT;
- (b) conduct, encourage, promote, advance and administer the sport of BMX in the community;;
- (c) act, at all times, on behalf of and in the interest of the Members and BMX in the community;
- (d) affiliate and otherwise liaise with BMX NT, BMXA and/or UCI and adopt their rule and policy frameworks to further these Objects;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of BMX as may be determined from time to time by BMX NT, BMXA or UCI and as may be necessary for the management and control of BMX and related activities in the Northern Territory;
- (f) advance the operations and activities of the Club throughout the local area;
- (g) promote health and safety of Members;
- (h) encourage Members to realise their potential and athletic ability;
- (i) have regard to the public interest in its operations; and
- (j) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

For achieving its Objects, the Club has the powers conferred by sections 11 and 13 of the Associations Act NT.

Subject to the Act, the Club may do all things necessary or convenient for carrying out its Objects and, in particular may:

1. Acquire, hold, dispose of real or personal property;

2. Open an operate accounts with financial institutions;
3. Invest its money in any security in which trust monies may lawfully be invested;
4. Raise and borrow money on the terms and in the manner it considers appropriate;
5. Secure the repayment of money raised or borrowed, or the payment of a debt or liability;
6. Appoint agents to transact business on its behalf; and
7. Enter into any other contract it considered necessary or desirable.

5. INCOME AND PROPERTY OF THE CLUB

5.1 Sole Purpose

The income and property of the Club will be applied only towards the promotion of the Objects.

5.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let by them to the Club.

6. STATUS AND COMPLIANCE OF CLUB

6.1 Recognition of Club

The Club is a Member of BMX NT and is recognised by that association as the entity responsible for the delivery of BMX in the community and is subject to compliance with this Constitution. The BMX NT constitution shall continue to be so recognised and the Club shall administer BMX in the community in accordance with the Objects.

6.2 Constitution of the Club

This Constitution will clearly enhance the Objects of BMX NT and will conform to the constitution of BMX NT, subject always to the Act.

6.3 BMX NT

The Club may not resign, disaffiliate or otherwise seek to withdraw from BMX NT without approval by Special Resolution.

6.4 Amendment of the Club Constitution

No addition, alteration or amendment shall be made to this Constitution or the Objects of the Club unless the same has been approved by Special Resolution.

7. MEMBERSHIP

7.1 Minimum number of Members

The Club must have at least five (5) Members.

7.2 Categories of Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings. For the purpose of clarification, and Individual member is a person of or above the age of 18 who:
 - (i) Holds a Club Membership; or
 - (ii) Holds an Open Membership; or
 - (iii) Holds a Non-Competitive Membership; or
 - (iv) Holds a Volunteer Membership.

The membership classes as detailed in subsections i to iv above are defined by BMX Australia; such definitions can be found on the BMX Australia internet site under 'Memberships'.

- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings. For the purpose, a Junior Member is any person holding a membership pursuant to those issued by BMX Australia and is under the age of 18; and
- (d) Such new or other categories of Members as may be established by the Committee. Any new category of Member established by the Committee cannot be granted voting rights without the approval of the Club in a General Meeting.

- (e) A parent or adult guardian of a Junior Member does not make the parent or guardian an Individual Member unless the parent or guardian holds a membership as defined in 7.2 (b).

7.3 Life Members

- (a) The Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 7.3(c)**) on the recommendation of the Committee must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) At the time of adoption of this Constitution, the Life Members of the Club shall be those persons currently recognised by the Club as Life Members.
- (e) A life member:
 - (i) Shall not be required to pay the annual membership fee; racing fees, as and where applicable to a life member, shall be levied as for any ordinary member; and
 - (ii) Shall have full membership rights, including voting at General Meetings and eligibility for any office within the Club.
- (f) A life membership may only be repealed at Annual General Meetings.

7.4 Application for Membership

An application for membership must be:

- (a) In writing on the form prescribed from time to time by the Committee (if any), from the applicant or its nominated representative and lodged with the Club; and
- (b) Accompanied by the appropriate fee (if any).

7.5 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 7.4** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance

of the application by the Club. The Register shall be amended accordingly as soon as practicable.

- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

7.6 Renewal

Members (other than Life Members) must renew their membership annually and in accordance with the procedures set down by the Club in Regulations from time to time.

7.7 General

- (a) No Member whose membership ceases has any claim against the Club for damages or otherwise arising from cessation or termination of membership.
- (b) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (c) Members must treat all volunteers, contractors and representatives of the Club and all other Members with respect and courtesy at all times.
- (d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club or BMX.
- (e) Members must comply with the Club's Code of Conduct.

7.8 Limited Liability

Members have no liability except as set out in **clause 28**.

8. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:
 - (i) This Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the By-Laws;
 - (ii) They shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Committee or any duly authorised committee;
 - (iii) By submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club;

- (iv) This Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and BMX;
- (v) This Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
- (vi) They are entitled to all benefits, advantages, privileges and services of Club membership.

9. REGISTER OF MEMBERS

9.1 Club to Keep Register

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) The full name, address, category of membership, and date of entry of each Member;
- (b) The full name, residential address and date of entry to membership of each Life Member; and
- (c) Where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

9.2 Inspection of Register

Pursuant to section 34(2) of the Act, the Register of Members will be made available for inspection by Members at a reasonable time or at a time agreed to by the Public Officer either at the address of the Public Officer or at the Club.

For the purpose of section 34(2) of the Act, the following details from the Register will be available for inspection:

- (a) The name of the Member;
- (b) The date on which the member of the Club became a member;
- (c) The date in which a member ceases to be a member; and
- (d) The membership category of the Member.

9.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Committee considers appropriate.

10. RESIGNATION OF MEMBERS

10.1 Notice of Resignation

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving thirty days' notice in writing to the Club of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

10.2 Expiration of Notice Period

Upon the expiration of a notice given under **clause 10.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

10.3 Resignation by failure to pay subscription

- (a) A Member is taken to have resigned if:
 - (i) The Member's Annual Subscription is outstanding more than four months after the due date determined by the Committee; or
 - (ii) If no annual subscription is payable:
 - (A) the secretary has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Should a sufficient explanation be made to the Committee for the failure to pay subscription or reason for not responding to a request, the Committee shall have the power to restore the Membership upon payment of the amount due (if any).

10.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Club and its property.

11. DISCIPLINE OF MEMBERS

11.1 Establishing a Disciplinary Committee

Where the Committee is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Committee; or

- (b) Acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or BMX, or another Member; or
- (c) Brought themselves, another Member, the Club or BMX into disrepute,

The Committee may by resolution and in accordance with **clause 11.1** establish a disciplinary committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

11.2 Provisional Suspension

- (a) Upon establishing a disciplinary committee in accordance with **clause 11.1** the Committee may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the disciplinary committee makes a finding.
- (b) The disciplinary committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

11.3 Disciplinary Committee Members

The members of the disciplinary committee:

- (a) May be Members or anyone else; but
- (b) Must not be biased against, or in favour of, the Member concerned.

11.4 Notice of Alleged Breach

- (a) Where a disciplinary committee is established the Club shall serve on the Member not earlier than 28 days and not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:
 - (i) setting out the alleged breach of the Member and the grounds on which it is based;
 - (ii) stating that the Member may address the disciplinary committee at the Disciplinary Hearing;
 - (iii) stating the date, place and time of that Disciplinary Hearing;
 - (iv) informing the Member that he, she or it may do one or more of the following:
 - (A) attend that Disciplinary Hearing; and
 - (B) give the disciplinary committee prior to or at that meeting a written statement regarding the alleged breach.

11.5 Determination of Disciplinary Committee

- (a) The disciplinary committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that:
 - (i) the Member has the opportunity to be heard and to call witnesses; and
 - (ii) due consideration is given to any written statement submitted by the Member or a witness,before determining whether the alleged breach occurred.
- (b) If the disciplinary committee determines there was a breach under **clause 11.1**, it will determine what penalty (if any) shall be given to the Member, and give notice of this to the Committee.
- (c) The penalties able to be given to the Member by the disciplinary committee include:
 - (i) expel a Member from the Club; or
 - (ii) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or
 - (iii) fine a Member; or
 - (iv) impose such other penalty, action or educative process as the disciplinary committee sees fit.

11.6 Appeal

- (a) Subject to **clause 11.6(b)**, an appeal tribunal may be appointed by the Committee to hear and adjudicate on any appeal lodged by a Member against the decision of the disciplinary committee.
- (b) An appeal may only be lodged by a party directly affected by a decision and where such an appeal is based on the ground that new information or evidence can be presented that was not available at the time of the original decision being appealed against.

11.7 Appeal Tribunal

- (a) The Committee will appoint an appeal tribunal to determine an appeal lodged in accordance with the provisions of **clause 11.6**. The composition of an appeal tribunal shall be:
 - (i) an individual with legal training or experience in dispute resolution; or
 - (ii) a panel of 2 or 3 persons deemed suitable by the Committee including a chairperson appointed with legal training or experience in dispute resolution.

- (b) No member of the appeal tribunal pursuant to **clauses 11.7(a)(i)** and **11.7(a)(ii)** may have been a party to or directly interested in the decision under appeal or the original matter brought for determination.

11.8 Appeals Process

- (a) A request for an appeal against a decision of the disciplinary committee must be forwarded to the Committee in writing within 14 days of the relevant party being given notice of the disciplinary committee decision.
- (b) The lodgement of appeal must be accompanied by payment of an appeal fee as determined by the Committee. The fee shall be fully refundable if the appeal is successful.
- (c) The Committee shall determine whether the appeal falls within the grounds for appeal pursuant to **clause 11.6(b)**. If satisfied, an appeal tribunal will be appointed within 7 days of formal lodgement of the appeal.
- (d) The appeal tribunal will schedule a date and venue for a hearing as soon as possible and no later than 21 days after formal lodgement of the appeal.
- (e) If, as the circumstances may be, all parties are unable to be present at an appeal hearing, they may participate by teleconference or other medium as determined appropriate at the discretion of the appeal tribunal.
- (f) The parties will be advised of the grounds for appeal and invited to lodge written submissions which must be received no later than 2 business days prior to the scheduled appeal hearing. All written submissions will be distributed to all parties and the appeal tribunal in a timely manner prior to the hearing.
- (g) The appeal tribunal will consider the appeal in accordance with the principles of a natural justice as broadly outlined in **clause 11.5**.
- (h) The appeal tribunal may adjourn a hearing to obtain further information or evidence.
- (i) At the conclusion of the hearing the appeal tribunal shall:
 - (i) uphold the appeal and rescind the original decision; or
 - (ii) dismiss the appeal; or
 - (iii) dismiss the appeal and review the penalty within the provisions of **clause 11.5(c)**.
- (j) The decision of the appeal tribunal shall be final.
- (k) The appeal tribunal must forward to the Committee a written report outlining their determination of the matter.

12. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 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 may, within 10 days, refer the dispute to the Community Justice Centre (or such other similar body in circumstances where the Community Justice Centre is no longer in existence) for resolution.
- (d) The Committee may prescribe additional grievance procedures in By-Laws consistent with this **clause 12**.

13. FEES AND SUBSCRIPTIONS

- (a) The Committee must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and due date for payment.
- (b) The Committee is empowered to prevent any Member whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

14. MEETINGS

14.1 Annual General Meeting (AGM)

AGMs of the Club are to be held:

- (a) according to the Act; and
- (b) otherwise as determined by the Committee (including date and venue).

14.2 Power to convene General Meeting

- (a) The Committee may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) The Committee must on the requisition in writing of at least 50% of the Voting Members convene a General Meeting.

14.3 Notice of Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Committee, and the auditor of the Club; and
 - (ii) in accordance with **clause 26** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the Committee will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Committee member; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

14.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

14.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Committee they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Voting Members according to the Act;
- (b) the Committee at the request of Members; or
- (c) a Court.

14.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

14.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

14.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 14.6**.

14.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

14.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

14.11 No proxy voting

Proxy voting is not permitted at General Meetings of the Club.

14.12 Postal voting

Postal voting or voting by electronic communication at General Meetings of the Club may be permitted from time to time in such instances as the Committee may

determine and shall be held in accordance with procedures prescribed by the Committee.

15. PROCEEDINGS AT GENERAL MEETING

15.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is 50% of Voting Members.

15.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

15.3 Quorum and time – General Meetings

If within 30 minutes after the time appointed for a General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

15.4 Quorum and time – AGMs

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the Chair determines.
- (b) Where an AGM has been adjourned under **clause 15.4(a)**, such Voting Members as are represented by their appointed, authorised representative on the adjourned date shall constitute a quorum.

15.5 Chairperson to preside over General Meetings

- (a) The President is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
 - (i) The Vice-President (or other person) chosen by a majority of the Committee present; or
 - (ii) a Committee Member whom is chosen by a majority of the Committee Members present.

15.6 Conduct of General Meetings

- (a) The Chair:

- (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
- (ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- (iii) may, having regard where necessary to the *Associations Act (NT)*, terminate discussion or debate on any matter whenever he consider it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the Chair under this **clause 15.6** is final.

15.7 Adjournment of General Meeting

- (a) The Chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

15.8 Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

15.9 Questions decided by majority

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority (75%) of the votes cast on the resolution are in favour of it.

15.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the Chair does not have a casting vote where voting is equal.

15.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

15.12 Poll

- (a) If a poll is properly demanded in accordance with the *Associations Act (NT)* or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 16**.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

15.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

15.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made in good faith is final.

15.15 Minutes

- (a) The Committee must ensure that minutes are taken and kept of each General Meeting according to the Act.
- (b) The minutes must record:

- (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each General Meeting must include:
- (i) the financial statements submitted to the Members in accordance with the Act;
 - (ii) the certificate signed by two Committee members certifying that the financial statements give a true and fair view of the financial position and performance of the Club; and
 - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members.

16. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each Committee Member shall have one vote.
- (b) No Members other than Committee Members are entitled to vote at General Meetings.

17. MANAGEMENT COMMITTEE

17.1 Roles and Powers of the Management Committee

- (a) The business of the Club must be managed by or under the direction of a Management Committee.
- (b) The Committee may exercise all the powers of the Club except those matters that the Act or this Constitution requires the Club to determine through a general meeting of members.
- (c) The Committee may appoint and remove Committee members.
- (d) The Committee may establish one or more subcommittees consisting of the members of the Club the Committee considers appropriate.

17.2 Composition of the Management Committee

The Management Committee shall consist of:

- (a) A Chairperson who shall be the Club President;

- (b) A Vice-President who shall be the Club Vice President;
- (c) A Secretary;
- (d) A Treasurer;
- (e) At least three (3) but not exceeding six (6) general committee members; and
- (f) Office Holders as determined by the Committee; such as:
 - (i) Canteen Manager;
 - (ii) Race Registrar;
 - (iii) Riders Representative;
 - (iv) Publicity Officer;
 - (v) Fund Raising Coordinator;
 - (vi) Coach; and
 - (vii) Race Director.

17.3 Management Committee position function

The Management Committee's primary responsibility is one of trusteeship on behalf of its stakeholders, ensuring that the legal entity, the Club, remains viable and effective in the present and for the future.

The Management Committee's role includes determining the Club's strategic direction, core values and ethical framework, as well as key objectives and performance measures.

A key critical component of this role is the Management Committee's ultimate authority and responsibility for financial operations and budgeting to ensure the achievement of the strategic objectives.

- (a) President (Chair Person):
 - (i) The President is the main leader of the Club.
 - (ii) The President has overall responsibility for the Club's administration.
 - (iii) The President must preside at all General Meetings and the AGM.
- (b) Vice-President:
 - (i) The Vice-President works closely with the President, performing duties such as chairing meetings when the President is unavailable.

- (c) Secretary:
- (i) The Secretary must coordinate the correspondence of the Club.
 - (ii) The Secretary ensures minutes of all proceedings of general meetings and of committee meetings are kept in accordance with the Act.
 - (iii) The Secretary maintains the register of members in accordance with the Act.
 - (iv) The Secretary will, unless the members resolve otherwise at a general meeting – have custody of all books, documents, records and registers of the Club, other than those required by this Constitution to be in the custody of the Treasurer.
 - (v) The Secretary will perform any other duties imposed by this Constitution on the Secretary.
- (d) Treasurer:
- (i) The Treasurer will receive all moneys paid to or received by the Club and issue receipts for those moneys in the name of the Club.
 - (ii) The Treasurer will pay all moneys received into the account of the Club.
 - (iii) The Treasurer will make any payments authorised by the Committee or by a general meeting of the Club from the Club's funds.
 - (iv) The Treasurer will ensure cheques are signed by him or her and at least one other committee member, or by any 2 other committee members authorised by the Committee.
 - (v) The Treasurer must ensure the accounting records of the Club are kept in accordance with section 41 of the Act.
 - (vi) The Treasurer must coordinate the preparation of the Club's annual statement of accounts in accordance with the *Associations Regulations*.
 - (vii) If directed to do so by the Chairperson, the Treasurer must submit to the Committee a report, balance sheet or financial statement in accordance with that direction.
 - (viii) The Treasurer has custody of all securities, books and documents of a financial nature and accounting records of the Club unless the members resolve otherwise at a general meeting.
 - (ix) The Treasurer must perform any other duties imposed by this Constitution on the Treasurer.

17.4 Delegation

- (a) The Committee may delegate to a subcommittee any of its powers and functions other than:
 - (i) this power of delegation; or
 - (ii) a duty imposed on the Committee by the Act or any other law.
- (b) The delegation must be in writing and may be subject to the conditions and limitations the Committee considers appropriate.
- (c) The Committee may, in writing, revoke wholly or in part the delegation.

17.5 Operating Officers

- (a) The Committee shall appoint Operating Officers by requesting nominations and appointing members to such positions in a manner not dissimilar to the election and / or nomination of the Committee itself. The Operating officers shall consist of:
 - (i) an Assistant Race Registrar;
 - (ii) a Race Starter;
 - (iii) a Seniors Coach and assistants if deemed appropriate;
 - (iv) a Juniors Coach and assistants if deemed appropriate;
 - (v) a Pro-Shop Manager;
 - (vi) a Race Commentator; and
 - (vii) a Track and Facility Manager

18. MANAGEMENT COMMITTEE – TENURE OF OFFICE

18.1 Eligibility of Management Committee members

- (a) A committee member must be a member who is of or above the age of 18.
- (b) Committee members must be elected to the Committee at an Annual General Meeting or appointed under clause 18.8.

18.2 Nominations for election to the Management Committee

- (a) Any member is eligible for election to the Committee upon nomination any time before or at the next Annual General Meeting.
- (b) The nomination must be seconded.

- (c) The nominee must signify his or her willingness to stand for election.
- (d) A person who is eligible for election or re-election under this clause may vote for himself or herself.

18.3 Retirement of Management Committee members

- (a) A committee member holds office until the next annual general meeting unless the member vacates the office under clause 18.6 or is removed under clause 18.7.
- (b) Subject to sub clause (c), at an annual general meeting the office of each committee and operating member becomes vacant and elections for a new Committee and operating members must be held.
- (c) The Chairperson of the outgoing Committee must preside at the annual general meeting until a new member is elected as Chairperson.
- (d) Members may serve consecutive terms on the Committee.

18.4 Election by default

- (a) If the number of persons nominated for election to the Committee under clause 18.2 does not exceed the number of vacancies to be filled, the Chairperson must declare the persons to be duly elected as members of the Committee at the Annual General Meeting.
- (b) If vacancies remain on the Committee after the declaration under sub clause (1), the unfilled vacancies are taken to be casual vacancies and must be filled by the new Committee in accordance with clause 18.8.

18.5 Election of Management Committee members by ballot

- (a) If the number of nominations exceeds the number of vacancies on the Committee, ballots for those positions must be conducted.
- (b) The ballot must be conducted in a manner determined from time to time by resolution at a general meeting.
- (c) The members chosen by ballot must be declared by the Chairperson to be duly elected as members of the Committee.

18.6 Vacating Office

The office of a committee member becomes vacant if:

- (a) the member;
 - i. is disqualified from being a committee member under section 30 or 40 of the Act;
 - ii. resigns by giving written notice to the Committee;
 - iii. dies or is rendered permanently incapable of performing the duties of office by mental or physical ill-health;
 - iv. ceases to be a resident of the Territory; or
 - v. ceases to be a member of the Club.

- (b) the member is absent from more than:
 - (i) three (3) consecutive General Meetings; or
 - (ii) three (3) General Meetings in the same financial year without tendering an apology to the Chair Person;of which the member received notice and the Management Committee has resolved to declare the office vacant.

18.7 Removal of a Management Committee member

- (a) The Club, through a special general meeting of members, may remove any committee member before the member's term of office ends.
- (c) If a vacancy arises through removal under subclause (a), an election must be held to fill the vacancy.

18.8 Filing of Casual Vacancies on the Management Committee

- (a) If a vacancy remains on the Committee after the application of clause 18.2 or if the office of a committee member becomes vacant under clause 18.6, the Committee may appoint any member of the Club to fill that vacancy.
- (b) However, if the office of public officer becomes vacant, a person must be appointed under section 27(6) of the Act to fill the vacancy.

19. COLLECTIVE RESPONSIBILITY OF THE MANAGEMENT COMMITTEE

- (a) As soon as practicable after being elected to the Committee, each committee member must become familiar with the Act and regulations made under the Act and Club By-Laws.
- (b) The Committee is collectively responsible for ensuring the Club complies with the Act and regulations made under the Act and Club By-Laws.

20. PUBLIC OFFICER

- (a) There must be a Public Officer who is to be appointed by the Management Committee under the Act.
- (b) In addition to the manner in which the office of public officer becomes vacant under the Act the Management Committee may suspend or remove the Public Officer from that office.
- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Management Committee.

- (d) The Public Officer must ensure that documents are filed with the Commissioner of Consumer Affairs in accordance with sections 23, 28 and 45 of the Act.
- (e) The public officer must keep a current copy of the Constitution of the Club.

21. MEETINGS OF MANAGEMENT COMMITTEE

21.1 Frequency and calling of meetings

- (a) The Management Committee must meet together for the conduct of business not less than six (6) times in each calendar year.
- (b) The Chairperson, or at least half the committee members may, at any time convene a special meeting of the Management Committee.
- (c) A special meeting may be convened to deal with an appeal under Clause 11.6.

21.2 Voting and decision making

- (a) Each Management Committee member present at the meeting has a deliberative vote.
- (b) A question arising at a Management Committee Meeting must be decided by a majority of votes.
- (c) If there is no majority, the person presiding at the meeting has a casting vote in addition to a deliberative vote.

21.3 Quorum

For a Management Committee Meeting, four (4) Management Committee members represents a quorum.

21.4 Proceedings and order of business

- (a) The procedure to be followed at a Management Committee Meeting must be determined from time to time by the Management Committee.
- (b) The order of business may be determined by the members present at the meeting.
- (c) Only the business for which the meeting is convened may be considered at a special committee meeting.

21.5 Disclosure of interest

- (a) A committee member who has a direct or indirect pecuniary interest in a contract or proposed contract with the Club, must disclose the nature and extent of the interest to the Management Committee in accordance with section 31 of the Associations Act (NT).

- (b) The Secretary must record the disclosure in the minutes of the meeting.
- (c) The Chairperson must ensure a committee member who has a direct or indirect pecuniary interest in a contract, or proposed contract, complies with section 32 of the Associations Act (NT).

22. TELECOMMUNICATION MEETINGS OF THE CLUB

22.1 Telecommunication meeting

- (a) A General Meeting or Management Committee Meeting may be held by means of a telecommunication meeting, provided that:
 - (i) the number of Members participating is not less than a quorum required for a General Meeting or Management Committee Meeting; and
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 21**.

22.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Club:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

23. BY-LAWS

23.1 Making and amending By-Laws

- (a) The Management Committee may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and BMX in the local area and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the responsibility of the Management Committee.

23.2 Effect of By-Laws

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

24. KEEPING AND INSPECTION OF RECORDS

24.1 Records

- (a) The Committee shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Committee and shall produce these as appropriate at each Committee meeting or Annual General Meeting.
- (b) The Committee will cause the Club records to be kept for a period of 7 years from their creation.

24.2 Inspection of Records

- (a) Members may on request inspect free of charge:
 - (i) the minutes of general meetings; and
 - (ii) subject to **clause 24.2(b)**, the financial records, books, securities and any other relevant document of the Club.
- (b) The Committee may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club.
- (c) The Committee must on request make copies of these rules available to Members and applicants for membership free of charge.

(d) Subject to **clause 24.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.

(e) For the purposes of this clause:

relevant documents means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:

- (i) its financial statements;
- (ii) its financial records; and
- (iii) records and documents relating to transactions, dealings, business or property of the Club.

25. ACCOUNTS

25.1 Records Kept in Accordance with Act

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the Committee.

25.2 Committee to Submit Accounts

The Committee shall submit to the Annual General Meeting the accounts of the Club in accordance with the Act and will distribute copies of financial statements as required by the Act.

25.3 Transactions

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Committee determine from time to time.

25.4 Auditor

- (a) A properly qualified auditor or auditors shall be appointed by the Committee and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Associations Act (NT)*.
- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

26. SERVICE OF DOCUMENTS

26.1 Document includes notice

In this **clause 26**, document includes a notice.

26.2 Methods of service on a Member

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member.

26.3 Methods of service on the Club

A Member may give a document to the Club:

- (a) by delivering it to the Club's registered office;
- (b) by sending it by post to the Club's registered office; or
- (c) by sending it to a fax number or electronic address nominated by the Club.

26.4 Post

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

26.5 Electronic transmission

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

27. INDEMNITY

27.1 Indemnity of officers

Every person who is or has been:

- (a) a Management Committee member; or
- (b) Public Officer,

is entitled to be indemnified out of the property of the Club against:

- (c) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (d) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
 - (i) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (ii) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

27.2 Insurance

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Management Committee member or Public Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Club is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Club paid the premium, be made void by statute.

27.3 Deed

The Club may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 27.1** on the terms the Management Committee think fit (as long as they are consistent with **clause 27.1**).

28. WINDING UP

28.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Club's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves, and the amount is not to exceed \$1.00.

- (c) No other Member must contribute to the Club's property if the Club is wound up.

28.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Club; and
 - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

29. COMMON SEAL

- (a) If the Club has a common seal it shall:
 - (i) be kept in the custody of the Management Committee; and
 - (ii) not be affixed to any instrument except by the authority of the President and the affixing of the common seal shall be attested by the signatures of 2 Management Committee.
- (b) A Management Committee member may not sign a document to which the seal of the Club is fixed where the President is interested in the contract or arrangement to which the document relates.

30. SOURCE OF FUNDS

The funds of the Club may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Management Committee determine.

31. REGISTERED ADDRESS

The registered address of the Club is:

- (a) the address determined from time to time by resolution of the Management Committee; or
 - (b) if the Management Committee has not determined an address to be the registered address, the postal address of the Secretary.
-