

RULES OF

THE REDLAND BRIDGE CLUB INC

2018

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Acknowledgement

Redland Bridge Club is indebted to Kevin Williams, Geoff Smythe and Carradine Lucas for revising and updating the Club's Rules & Constitution in 2013

Subsequent Revision Summary:

Clause 10.8 added, Clause 15 amended and Clause 17 amended at AGM 4 March 2017

Clause 6 amended, Clause 12.4 added and Clause 17 amended at AGM 10 March 2018

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INTRODUCTION

1. AUTHORITY

These Rules are promulgated in accordance with the provisions of the Queensland Associations Incorporation Act 1981 (effective 06 December 2011) and associated Regulations (effective 01 July 2011) hereinafter referred to as “the Act” or Regulations, respectively.

- 1.1 Any word or expression that is not defined in these Rules, but is defined by the Act has, if the context permits, the meaning given by the Act.
- 1.2 Wherever they appear, the abbreviations ABF and QBA refer to the Australian Bridge Federation and the Queensland Bridge Association, respectively. The abbreviation WBF refers to the World Bridge Federation.

2. NAME

The name of the incorporated association shall be the Redland Bridge Club Inc, hereinafter referred to as “the Club”.

OBJECTS

3. EXTENT

The objects for which the Club is established are:

- 3.1 The promotion, advancement, control and conduct of the game of Duplicate Bridge as determined by the requirements from time to time of the WBF and hereinafter referred to as “Bridge”.
- 3.2 The recruitment, education and development of Club Members to facilitate regular participation in Club activities.
- 3.3 The organization and conduct of Bridge Tournaments and other associated social activities.
- 3.4 To ensure the training and accreditation of teachers, tournament directors and other persons essential for the conduct of Bridge tournaments.
- 3.5 To affiliate and co-operate with other like organizations whose aims and objects are congruent with those of the Club.
- 3.6 To conduct its activities in accordance with the Laws of Duplicate Bridge, as published and authorized from time to time by the WBF, together with any general rules, regulations or By-laws promulgated from time to time by the QBA or the ABF, which are relevant to the operations of the Club.
- 3.7 To establish and maintain suitable venues for the conduct of the Club’s activities with the provision of adequate accommodation, facilities or furnishings for participants in these functions.

POWERS

4. SCOPE

The powers of the Club are:

4.1 To subscribe to, become a member of, and co-operate with any other organization, whether incorporated or not, whose objects are similar to those of the Club; provided that the Club shall not subscribe to, or support with its funds, any organization which does not prohibit the distribution of its income and property among its members to an extent as least as great as that imposed on the Club under, or by virtue of, Clause 26 of these Rules.

4.2 To purchase, take on lease or in exchange, hire or otherwise acquire any lands, easements or property, real or personal, or any rights or privileges, which may be requisite for the purposes of, or capable of being conveniently used in connection with any of the objects of the Club. Provided that in case the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.

4.3 To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; to obtain from any such Government or Authority any rights, privileges or concessions which the Club is desirable to obtain; and to carry out, exercise or comply with any such arrangements, rights, privileges or concessions.

4.4 In furtherance of the objects of the Club to buy, sell or deal in all kinds of articles, commodities or provisions for the members of the Club or persons frequenting the Club's premises.

4.5 To construct, improve, maintain, develop, work, manage, carry out, alter or control any buildings, houses, grounds or conveniences, which may seem calculated directly or indirectly to advance the Club's interests and to contribute to, subsidise or otherwise assist, and take part in the construction, improvement, maintenance, development, carrying out, working, alteration, management or control thereof.

4.6 To take over the funds, properties and other assets or liabilities of predecessor organizations, in particular the incorporated association known as "The Redlands Contract Bridge Club Inc".

4.7 To invest and deal with the money of the Club not immediately required in such a manner as may from time to time be thought fit.

4.8 To take or otherwise acquire and hold shares, debentures or other securities of any company or body-corporate.

4.9 In furtherance of the objects of the Club, to lend and advance money or give credits to any person or body-corporate; to guarantee and give guarantees 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.

4.10 To borrow or raise money either alone or jointly with any other legal entity in such manner as may be thought proper, and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys or further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock, perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future, and to purchase, redeem or pay-off such securities.

4.11 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of lading, or other negotiable or transferable instruments.

4.12 In furtherance of the objects of the Club, 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 Club.

4.13 To take or hold mortgages, liens or charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or money due to the Club, from purchasers or others.

4.14 To take any gift of property; whether subject to any special trust or not, in accordance with any one or more of the objects of the Club, but subject always to the provisions in Clause 4.2.

4.15 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise.

4.16 To print and publish any newspapers, books, periodicals or leaflets that the Club may think desirable for the promotion of its objects.

4.17 In furtherance of the objects of the Club, to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed on the Club under or by virtue of Clause 26 of these Rules.

4.18 In furtherance of the objects of the Club, to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities or engagements of any one or more of the incorporated associations with which the club is authorized to amalgamate.

4.19 In furtherance of the objects of the Club, to transfer all or any part of the property, assets, liabilities or engagements of the Club to any or more of the incorporated associations with which the Club is authorized to amalgamate.

4.20 To make donations for patriotic, charitable or community purposes.

4.21 To appoint, employ, remove or suspend any managers, clerks, secretaries, servants, workmen and other persons that may be necessary or convenient for the purposes of the Club.

4.22 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 the placing of any unsecured notes, debentures or other securities of the Club or promotion of the Club or in the furtherance of its objects.

4.23 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.

MANAGEMENT

5 GENERAL MEETINGS

Overall control of the Club is vested in the members acting in concert at a General Meeting which may be scheduled by the Club, either routinely or as defined in these Rules.

5.1 Members shall be given at least 14 days notice in writing of the date, time and place of any meeting, together with an agenda of the matters to be determined. Notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection, suspension or termination of his/her membership also shall be given in writing personally to that person.

5.2 The quorum required for any General Meeting shall be twice the number of people elected to the Management Committee plus one. The presence of a quorum is to be established before the Meeting may be opened. If within 30 minutes from the time appointed for the commencement of any General Meeting a quorum is not present, the Meeting, if convened upon the requisition by a majority of the members of the Management Committee or by a requisition by members of the Club generally, 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.

5.3 At the adjourned meeting, if a quorum is not present within 30 minutes of the time appointed for the meeting, the members present shall constitute a quorum.

5.4 The President shall preside as Chairman at all meetings. If there is no President, or if he/she is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Vice-President shall be the Chairman. If the Vice-President is not present or is unwilling to act, then the members present shall elect one of their own number to be Chairman of the meeting. The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.

5.5 Every member of the Club shall be entitled to one vote on each issue, provided that no member shall be entitled to vote if his/her annual subscription is more than one month in arrears at the date of the meeting.

5.6 To be eligible to vote a member either should be present at the meeting, or have previously lodged a claim for absentee votes in the case of an election of persons for the Management Committee. Absentee voting forms may be obtained from the Secretary, and should be lodged by a date specified by the Management Committee. Proxy voting will not be accepted.

5.7 Voting for agenda items other than the election of the Management Committee shall normally be by a show of hands. However, if not less than one-fifth of the Members present demand a ballot, there shall be a secret ballot. Voting for election of the Management Committee shall always be by secret ballot. The Chairman shall appoint two members to conduct a secret ballot in accordance with the Club's By-laws.

5.8 Every question, matter or resolution shall be decided by a simple majority of the votes of the eligible members. However, in the case of a question that has been declared a "Special Resolution", a majority of not less than 75% of the votes of members present at the meeting and entitled to vote shall be required. In the case of an equality of votes, the Chairman shall be entitled to a casting vote.

5.9 The Chairman may, with the consent of a meeting at which a quorum is present (and shall do so if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the specific business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at the adjourned meeting.

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

5.11 To verify the accuracy of any such minutes, the record of the minutes of every General Meeting shall be endorsed by the signature of the Chairman of that meeting or the Chairman of the next succeeding meeting.

6 ANNUAL GENERAL MEETING

Once each calendar year, and within three months of the close of the Club's Financial Year, the Club shall conduct an Annual General Meeting open to all current members. All business to be transacted at an Annual General Meeting shall be restricted to matters published in an agenda available to all members at least 14 days before the meeting. Ad-hoc submissions will not be accepted. Subjects to be considered should include:

6.1 A written report from the President, and/or any other officer who has a responsibility to report on the club's various activities and operations since the last Annual General Meeting.

(Clause 6.1 amended at AGM held 10.3.2018)

6.2 A presentation by the Treasurer of a statement of the fiduciary activities affecting the property and financial standing of the Club during the previous Financial Year, and the tabling of the Club Auditor's report on the books and accounts maintained for the previous Financial Year.

6.3 The determination of the fees and charges to be levied in the following year.

6.4 The appointment of an Auditor for the following Financial Year.

6.5 A statement on Public Liability Insurance as required under Sec.70 (2) of the Act.

6.6 The presentation and determination of any Special Resolutions as proposed by the Management Committee.

6.7 The election and/or appointment of the members of the Management Committee to hold office until the next Annual General Meeting (who shall take office at the close of the current meeting).

6.8 The setting of the date, time and place of the next Annual General Meeting.

7 SPECIAL GENERAL MEETINGS

Special General Meetings may be convened at any time to consider any particular matters that may require resolution. These meetings may be convened by a majority resolution of the Management Committee, or on the requisition in writing of either:

7.1 At least one third of the members of the Management Committee;

7.2 Not less than a number of Ordinary and Life Members of the Club that equals twice the number of members of the Management Committee plus one; or

7.3 Notice by a member or intending member to appeal against any decision by the Management Committee regarding his/her membership status, or any disciplinary action proposed or taken against him/her.

8 SPECIAL RESOLUTIONS

Proposed Name Changes, Rule Changes, and proposed Winding-up require Special Resolutions (as defined in the aforesaid Act, Sec. 3) at a General Meeting. These require approval by 75% of the members present and entitled to vote at the meeting, and must be notified in writing to each member at least 14 days before the meeting. No such amendment, rescission or addition, however, shall be valid until such alterations have been approved by the Director General, Department of Justice, Brisbane.

9 THE MANAGEMENT COMMITTEE

The day to day management of the Club shall be effected by the members of a Management Committee, hereinafter known as “the Committee”, elected or appointed by the Club members.

9.1 The members of the Committee shall be the Club President, Vice President, Secretary, Treasurer and ordinary Committee members being not less than three or more than six in number. All elected or appointed officers are to be current Ordinary, Life Members or Honorary Life Members of the Club as specified in Clause 17 of these Rules. The appointment of members of the Management Committee is subject to Sec 60-69 of the Act.

9.2 At each Annual General Meeting all members of the Committee for the time being shall be required to retire from office, but shall not be barred from nomination for re-election.

9.3 After three consecutive one-year terms, a President is ineligible to re-nominate for a fourth term as President without a break in office. If however, there is no alternative nomination for President before the AGM, the retiring President may be nominated and elected from the floor at the AGM.

9.4 In a case where the President is replaced at the election of officers, he/she shall continue as the Immediate Past President and a member of the Committee until the next Annual General Meeting when his/her tenure shall lapse.

10 ELECTION OF COMMITTEE MEMBERS

10.1 Any two members of the Club shall be at liberty to nominate any other member to serve in any capacity on the Committee. However, members are not entitled to nominate themselves.

10.2 The nomination, on a form provided by the Club, shall be in writing and signed by the proposer and seconder, and by the candidate to indicate his/her acceptance of the nomination.

10.3 All nominations must be lodged with the present Secretary at least 14 days before the Annual General Meeting at which the election is to be held.

10.4 All completed nomination forms are to be conspicuously displayed in the usual place of meeting of the Club upon receipt by the Secretary, and shall remain until the close of the AGM.

10.5 Where there is more than one candidate for any position, balloting papers shall be prepared for each contested position and distributed to all eligible members. Members unable to attend the meeting may apply to the Secretary for Absentee votes. Each eligible member shall be entitled to vote for any number of candidates, but not exceeding the number of vacancies, in accordance with the Club's By-laws. It is not improper for a candidate to vote for himself/herself.

10.6 In the case of voting for membership of the Management Committee, where there is more than one candidate for a position, optional preferential voting is permissible in accordance with the Club's By-laws.

10.7 During the AGM, at the commencement of the process to elect a new Management Committee, should there be an insufficient number of candidates nominated for the available vacancies on the Committee, the Chairman may call for nominations from the floor of the meeting. Such nominees then may be appointed or elected to the vacant positions.

10.8 A couple in a personal domestic relationship, eg husband and wife, de-facto couple, siblings, parent and son or daughter, may not both nominate for the Committee.

(Clause 10.8 approved at AGM held 4.3.2017)

11 PREMATURE REPLACEMENT OF COMMITTEE MEMBERS

11.1 Any member of the Committee may resign from membership at any time by giving notice in writing to the Secretary. Such a resignation shall take effect on the date such a notice is received by the Secretary, unless a later date is specified.

11.2 Any member of the committee may be removed from office on a motion passed by a majority vote of the remainder of the members of the Committee, submitted for resolution to a Special General Meeting of the Club convened for the purpose within 28 days of the Committee motion. Such a motion shall include all charges laid against the member, or any other reason for his/her dismissal. The charged member shall be afforded the right to fully present his/her side of the case to the meeting. The matter shall be resolved by a majority vote of all members eligible to vote at the meeting.

11.3 Following a resignation, dismissal, incapacity or death of a member, the Committee is empowered to appoint any financial Club member to fill the casual vacancy until the close of the next Annual General Meeting, so long as the continuing membership is not reduced below the level of the stipulated quorum for meetings of the Committee. Should this occur, the Management Committee may act only to rectify this shortfall by convening a Special General Meeting, which must be held within 30 days of the lapsing of the number of members needed for a quorum.

12 FUNCTIONS OF THE COMMITTEE

Except as otherwise provided by these Rules, and subject to resolutions passed by Club members at any General Meeting, the Committee shall:

12.1 Have the general control and management of the day to day administration of the affairs, property and funds of the Club.

12.2 Have authority to interpret the meaning of these Rules and any matter relating to the Club on which these Rules are silent.

12.3 Provide for a Common Seal and for its safe custody. The Common Seal shall be used only by the authority of the Committee, and every instrument to which the Seal is affixed shall be signed by a member of the Committee and countersigned by the Secretary or by a second member appointed by the Committee for that purpose.

12.4 The Committee shall ensure that the Secretary maintains on the Club premises an up-to-date list of reciprocal clubs.

(Sub-Clause 12.4 approved at AGM held 10.3.2018)

13 POWERS OF THE COMMITTEE

13.1 Subject to these Rules, the Committee may exercise all the powers of the Club as set out in Clause 4, except those reserved for General Meetings of members.

13.2 Prior approval of a General Meeting must be obtained by the Committee before committing the Club to significant (greater than \$10,000) non-routine expenditure.

13.3 The Management Committee must comply with resolutions made at any General Meeting.

14 MANAGEMENT COMMITTEE MEETINGS

The Committee shall meet routinely as agreed by the members, at least once every calendar month to exercise its functions, or by special agreement whenever a situation may require a meeting.

14.1 A Special Committee Meeting shall be convened on the request in writing signed by not less than one third of the Committee members. This request shall state clearly the reasons why such a meeting is requested and the nature of the business to be transacted thereat. Not less than 14 days notice of this meeting shall be given by the Secretary to members of the Committee.

14.2 At any meeting, a simple majority of the total number of members elected or appointed at the last Annual General Meeting shall constitute a quorum.

14.3 As previously provided in these Rules, the Committee may meet together and regulate its business as it thinks fit; provided that all questions arising at any meeting shall be decided by a majority of votes from the members present. In the case of an equality of votes, the question shall be deemed to be decided in the negative.

14.4 A Committee member shall not vote in respect of any matter in which he/she may have a financial interest, or any matter arising thereof.

14.5 The President shall preside as Chairman at every meeting of the Committee. If there is no President or if at any meeting he/she is not present within ten minutes after the time appointed for the meeting, the Vice-President shall be the Chairman. If the Vice-President also is not present, then the members present may choose one of their number to be the Chairman of the meeting.

14.6 If within 30 minutes of the time appointed for the commencement of a Committee Meeting a quorum is not present, the meeting, if convened upon the request of members of the 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, time and place as the Committee shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed, the meeting shall lapse.

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

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

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

14.10 To verify the accuracy of the recording of such minutes, the minutes of every Committee Meeting shall be endorsed by the signature of the Chairman of that meeting, or the Chairman of the next succeeding Committee meeting.

15 SUB-COMMITTEES

The Committee may delegate any of its powers to sub-committees consisting of any suitable members of the Club as the Committee shall think fit. At least one Committee member shall be appointed as a member of each sub-committee. Any sub-committee so formed, in the exercise of its powers so delegated by the Committee, shall conform to any regulations that may be imposed on it by the Committee. While the Committee may delegate power/s to a sub-committee, all responsibility remains with the Committee which shall not delegate any responsibility.

(Last sentence approved at AGM held 4.3.2017)

15.1 A sub-committee may elect from among its members a Chairman of its meetings. If no such Chairman is elected, or if at any scheduled meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman.

15.2 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. In the case of an equality of votes, the question shall be deemed to be decided in the negative.

15.3 After each meeting or period of activity by a sub-committee, the Committee member on the sub-committee shall report on any resolutions or activity to the next meeting of the Committee.

16 BY-LAWS

The Committee may from time to time introduce, amend or repeal By-laws, not inconsistent with these Rules, for the internal management of the Club. Separate sets of By-laws may be established for any of the Club's areas of activity.

16.1 Any By-law so established, while it does not originally require the approval of a General Meeting, may be amended or set aside by a General Meeting convened for that purpose.

16.2 A Special General Meeting may require the Management Committee to establish a By-law as it sees fit. Such a By-law can only be repealed or modified by the Management Committee or by members at a General Meeting.

MEMBERSHIP

17 CLASSES OF MEMBERSHIP

17.1 Ordinary Members. These include any person who has completed an approved written application for membership, which has been duly proposed and seconded by existing members, and who has paid the required fees in force from time to time. Admittance to membership requires approval by a majority vote of the members present at a Committee meeting. Ordinary members may be:

17.1.1 Home Club Members. Members who are registered with the ABF Masterpoint Scheme as being Home members of the Redland Bridge Club, and have paid the fees for ABF and QBA registration;

17.1.2 Associate Members. Members who, while being afforded all the privileges of full membership, are registered as Home members of another Club, and thereby are exempt from the payment of any further ABF and QBA registration fees;

17.2 Life Members are those applicants approved by the Club, and who shall have paid the Life Membership premium subscription in force from time to time. The Club will grant Life Membership for a specified time. The granting of Life Membership is not automatic. Any application for Life membership must be approved by a majority vote of the Committee members, who shall have the power to refuse such an application and the accompanying subscription for any period as may be thought fit. Life Members, for the tenure of their Life Membership, shall be exempt from the payment of any annual subscription, but will be liable for all normal registration and playing fees.

17.3 Honorary Life Members are such members who;

- (i) are distinguished current or past Bridge players; or
- (ii) have rendered distinguished service to the Club or to the promotion and furtherance of Bridge.

17.3.1 An application shall be made on the form approved by the Committee and lodged with the Secretary. On recommendation of the Committee, the applicant may be elected as an Honorary Life Member of the Club at an Annual General Meeting.

17.3.2 Honorary Life members shall be exempt from the payment of the annual membership fee and QBA and ABF levies, but will be liable for all playing fees.

17.3.3 The number of Honorary Life Members shall not exceed 2.5% of the total Club membership. (Clause 17.3 amended at AGM held 4.3.2017)

17.4 Honorary Members. Any registered player not normally resident in South-East Queensland (that area south of Gympie and east of Toowoomba), who may wish to engage in the activities of the Club during an extended sojourn in the vicinity for at least 60 days, may apply to the Committee for admittance as an Honorary Member, which may be granted for the duration of their visit, but not exceeding six calendar months. People wishing to remain longer will be required to become Ordinary Members. Honorary Membership shall not be granted more than once in any period of twelve calendar months. Honorary Members shall not be eligible to vote at any meeting of the Club, or to hold any office therein. Honorary Members shall not be liable for the Club's annual membership fees, but will be required to meet all normal playing fees.

17.5 Student Members. Being those persons under the age of 25 years and who, in the opinion of the Committee, are bona fide full-time students at any level at a recognised educational establishment. Student Members shall be liable for only half the annual subscription. Otherwise they shall be subject to the same obligations and entitled to the same privileges as an Ordinary Member. Student members under the age of 18 years shall not be eligible to vote at any meeting of the club.

(Clauses 17.1 and 17.5 amended at AGM held 10.3.2018)

18 MEMBERSHIP FEES

The membership fees for each class of membership shall be such sums as may be proposed by the Committee and approved by a majority vote of members at each Annual General Meeting. If at any time before the next Annual General Meeting the Committee shall decide that any immediate alteration to the scale of fees is warranted, the proposal must be presented to a Special General Meeting for a decision by the members.

19 ADMISSION OR REJECTION OF APPLICATIONS FOR MEMBERSHIP

After the receipt of any application for membership of the Club and the fee applicable for the class of membership desired, such an application shall be considered at the next meeting of the Committee. A decision to admit or reject the application shall be made by a majority of the members present. Upon the acceptance or rejection of an application, the Secretary shall forthwith give the applicant, in writing, notice of the decision.

20 RESIGNATION OF MEMBERSHIP

A member may resign from the Club at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time the notice is tabled and accepted by a meeting of the Committee, unless a later date is specified in the notice. The Committee shall decide what amount of the annual subscription, if any, should be refunded. In any case, if a member is more than six months in arrears with any fees or charges, he/she shall be deemed to have resigned and shall be struck off the register of current members.

21 REGISTER OF MEMBERS

21.1 The Committee shall cause a register to be maintained in which shall be recorded the names, residential or postal addresses, telephone numbers, and E-mail addresses (where available) of all persons admitted to membership of the Club with the dates of their admission.

21.2 Records also should include details of deaths, resignations, suspensions, terminations and reinstatements of membership, and any other particulars that the Committee or the Members at any General Meeting may require from time to time.

21.3 The Register shall be open for inspection at all reasonable times by any member who previously applies to the Secretary for such an inspection.

21.4 However, the Management Committee may withhold or limit information about another member, if the Management Committee has reasonable grounds for believing the disclosure of the information would breach a member's privacy or put the member at risk of harm.

22 DISCIPLINARY ACTION AGAINST MEMBERS

22.1 The Management Committee, either of its own accord, or acting on a written complaint by any member or group of members, shall consider disciplinary action when a member:

22.1.1 Is convicted of an indictable offence;

22.1.2 Fails to comply with any of the provisions of these Rules;

22.1.3 Has any Club fees in arrears for a period of 60 days or more;

22.1.4 Conducts himself/herself in a manner considered to be injurious or prejudicial to the character or interests of the Club; or

22.1.5 Conducts himself/herself in a manner considered to be deliberately offensive to any other member.

22.2 The action taken by a majority vote at a meeting of the Management Committee may constitute:

22.2.1 A reprimand;

22.2.2 Suspension from all Club activities for any period not exceeding 12 calendar months; or

22.2.3 Expulsion from the Club.

22.3 In all cases the decision of the Committee shall be transmitted in writing by the Secretary to the subject of the action within seven days of the decision.

22.4 If the Committee decision is not unanimous, and the Committee members are unsure of the sentence, the matter may be put to a Special General Meeting convened for the purpose.

23 APPEALS AGAINST REJECTION, SUSPENSION OR TERMINATION OF MEMBERSHIP

A person whose membership has been rejected, suspended or terminated may, within one calendar month of receiving written notice thereof, lodge with the Secretary written notice of his/her intention to appeal against the decision of the Committee.

23.1 Upon receipt of a notification of intention to appeal against rejection, suspension or termination of membership, the Secretary, within 60 days of the date of receipt by him/her of such a notice, shall convene a Special General Meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his/her case. The members of the Committee who rejected or suspended or terminated the membership, likewise shall have the opportunity of presenting their case. The appeal shall be determined by a majority vote of all members entitled to vote at the meeting.

23.2 Where a person whose application for membership has been rejected, does not appeal against the decision within the time prescribed, or so appeals, but the appeal is unsuccessful, the Secretary forthwith shall refund the full amount of any fees paid. Any member suspended or expelled from the Club who does not appeal against the decision of the Committee within the time prescribed, or so appeals but the appeal is unsuccessful, shall not be eligible for any refund of fees.

FINANCIAL

24 SECURITY OF FUNDS

The funds of the Club shall be deposited in the name of the Club in an Australian Financial Institution appropriate for the purpose as the Committee from time to time may direct. 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 Club and the particulars usually shown in books of like nature.

25 FINANCIAL PROCEDURES

25.1 All received moneys shall be deposited as soon as practicable after receipt thereof.

25.2 All amounts over \$100 (or as specified in the Act/Regulations) shall be paid by cheque or Electronic Funds Transfer.

25.3 All cheques shall be signed by any two of the current President, Secretary, Treasurer or one other Committee member authorised from time to time by the Committee. Where electronic funds transfers are used, they must be authorised by any two of the aforesaid.

25.4 All cheques shall be crossed "NOT NEGOTIABLE", except those in payment of wages, allowances or petty cash recoupment, which may be open.

25.5 All non-routine expenditure shall be approved in advance at a Committee Meeting. Notwithstanding the aforesaid, in an urgent situation, any Officer may be authorised to spend an amount not exceeding a sum specified by the Committee. All expenditures not approved in advance must be endorsed at a subsequent Committee Meeting.

25.6 At the first Committee Meeting after an Annual General Meeting, the new Committee shall authorize:

25.6.1 The necessary changes with the financial institution as to who may sign cheques or authorise electronic funds transfer.

25.6.2 The amount of Petty Cash which shall be left on the Imprest system.

25.6.3 Standing Authority limits for any ad hoc amount that may be spent in an urgent situation, and the persons authorized to incur such payments.

25.7 As soon as possible after the end of each financial year, the Treasurer shall cause to be prepared a statement for presentation to the Annual General Meeting, containing particulars of:

25.7.1 The total Income and Expenditure for the financial year just ended. This statement shall include details of significant and unusual transactions.

25.7.2 The Club's Assets and Liabilities and of all mortgages, charges and securities affecting the property of the Club at the close of that year.

25.8 All such statements, together with all books and accounts, shall be examined by the Club's Auditor, who shall present his/her report upon such an Audit to the Secretary prior to the holding of the Annual General Meeting next following the close of the financial year in respect of which such an audit was made. The report on this audit, together with all comments by the auditor, shall be presented at the next AGM.

26 USE AND APPLICATION OF THE CLUB'S INCOME AND PROPERTY

The income and property of the Club when so ever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein. 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 Club. Provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him/her to the Club or otherwise owing by the Club to him/her, or of remuneration to any Officer of the Club or to any member of the Club for services actually rendered to the Club. Provided that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Club, or reasonable and proper rent for premises demised or let to the Club.

27 DOCUMENTS

The Committee shall provide for the safe custody of all books, documents, instruments of title and securities of the Club.

28 FINANCIAL YEAR

The Club's financial year shall be from 1 January to 31 December each year.

29 DISTRIBUTION OF SURPLUS ASSETS

If the Club shall be wound up in accordance with the Act, 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 Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall 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 on the Club under or by virtue of Clause 26. Such an institution or institutions shall be determined by the remaining members of the Club.