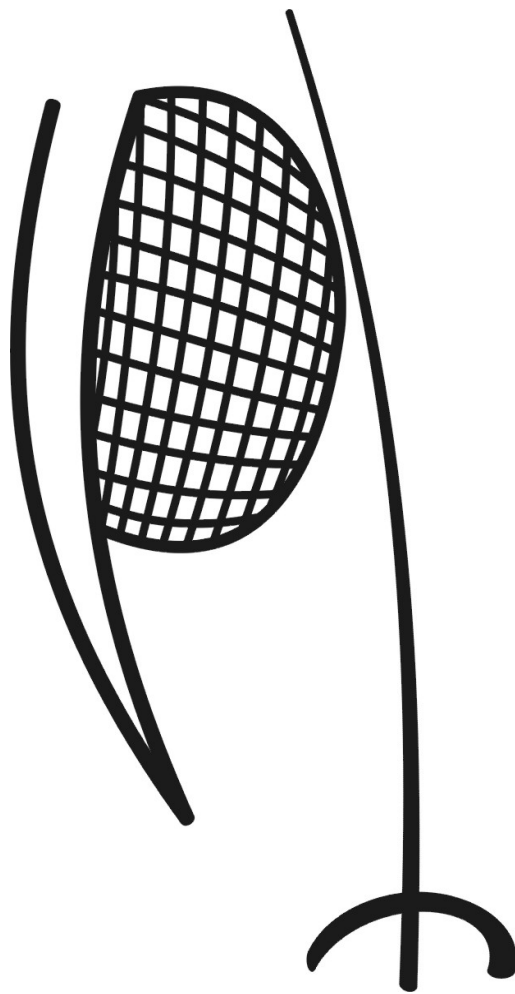


# ADELAIDE HILLS FENCING CLUB

## CONSTITUTION



## TABLE OF CONTENTS

1. Name .....	3
2. Objects .....	3
3. Property .....	3
4. Powers .....	3
5. Membership .....	4
6. Subscriptions .....	5
7. Termination of Membership .....	5
8. Resignation of Member .....	6
9. Management Committee .....	6
10. Powers of Management Committee .....	7
11. Duties of Secretary .....	8
12. Duties of Treasurer .....	8
13. Books of Accounts .....	8
14. Duties of Auditor .....	9
15. General Meetings .....	9
16. Voting .....	10
17. Finance .....	10
18. Alterations to the Constitution & by-laws .....	11
19. Notices .....	11
20. Custody of Books .....	11
21. Source of Funds .....	11
22. Liability of Member .....	12
23. Dissolution .....	12
APPLICATION FOR MEMBERSHIP OF CLUB .....	13
FORM OF APPOINTMENT OF PROXY .....	13

# **ADELAIDE HILLS FENCING CLUB**

## **CONSTITUTION**

### **1 NAME**

The name of the Club is Adelaide Hills Fencing Club, hereinafter referred to as the “Club”.

### **2 OBJECTS**

The objects of the Club are:

- 2.1 To encourage, foster, promote, develop and extend social, recreational and sporting activities for members and their families and for persons associated with the Club.

### **3 ATTAINING OBJECTS**

The Club shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objects of the Club.

### **4 PROPERTY OF THE CLUB**

The Club must apply all property and income of the Club towards the promotion of the objects or purposes of the Club. No part of that property or income to be paid or otherwise distributed, directly or indirectly, to members of the Club, except in good faith in the promotion of those objects or purposes.

### **5 POWERS OF THE CLUB**

5.1 To acquire, hold, deal with, and dispose of any real or personal property;

5.2 To open and operate bank accounts;

5.3 To invest its money –

- (i) in any security in which trust moneys may be invested; or
- (ii) in any other manner authorised by the rules of the Club;

5.1 To borrow money upon such terms and conditions as the Club thinks fit;

5.2 To give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;

- 5.3 To appoint agents and employees to transact any business of the Club on its behalf for reward or otherwise;
- 5.4 To acquire, maintain, alter and repair any assets held or purchased by the Club and improve the same for use by the Club;
- 5.5 Accept donations and gifts in accordance with the objects of the Club;
- 5.6 Print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Club;
- 5.7 Provide gifts and prizes in accordance with the objects of the Club;
- 5.8 Organise social events for Members and the promotion of the Club; and
- 5.9 To enter into any other contract the Club considers necessary or desirable.

## **6 MEMBERSHIP**

- 6.1 Membership shall be open to any person who wishes to further the interests of the Club.
- 6.2 A nomination of a person for membership of the Club shall be:-
  - 6.2.1 Made in writing in the form set out in Appendix 1
  - 6.2.2 Lodged with the Secretary of the Club; and
  - 6.2.3 Approved by the Executive.

Any person seeking membership shall make application to the Management Committee, and the Management Committee shall determine whether the application is successful or not.

- 6.4 Each person admitted to membership shall be:
  - 6.4.1 Bound by the Constitution and By-laws of the Club.
  - 6.4.2 Come liable for such fees and subscriptions as may be fixed by the Club.
  - 6.4.3 Entitled to all advantages and privileges of membership.

## **6.5 MEMBERSHIP CATEGORIES:**

### **6.5.1 SOCIAL MEMBER**

Any person who is a member of the Club is entitled to hold any office and enjoy the privileges of the Club.

### **6.5.2 LIFE MEMBERSHIP**

The Management Committee as a Life Member may elect any member who has given outstanding service to the Club. Any member may nominate a person to the Management Committee for consideration for Life Membership.

### **6.5.5 PATRON**

The Club may, at its discretion, elect a patron/s or vice patron/s of the Club for such period as may be deemed necessary. Such patron/s or vice patron/s shall not be eligible to vote unless they are current members of the Club under another category of membership.

6.6 The Management Committee shall appoint a member of the Management Committee to maintain an up to date register of members of the Club.

6.7 A member may at any reasonable time inspect the records and documents of the Club.

## **7 RIGHTS OF MEMBERSHIP**

7.1 A right, privilege or obligation of a person by reason of his or her membership of the club:

7.1.2 Is not capable of being transferred or transmitted to another person; and

7.1.3 Terminates upon the cessation of his or her membership whether by death, resignation or otherwise.

## **8 SUBSCRIPTIONS**

8.1 The membership subscription shall be fixed at the Annual General Meeting or General Meeting. Such subscription shall be payable in full at the commencement of the year.

## **9 TERMINATION OF MEMBERSHIP**

9.1 Any person's membership may be terminated by the following events:

9.1.1 resignation

9.1.2 expulsion.

9.1.3 a member's annual membership fee remains unpaid after three months falling due;

9.2 The Management Committee by a majority of two-thirds of those present shall have the power to suspend or expel any member of the Club for:-

9.2.1 any of the events in Item 9.1

9.2.2 breach of any rule, regulation or by-law of the Club and

9.2.3 by any act detrimental to the Club.

9.3 Any member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose, and the decision of the General Meeting shall be final.

## **10 RESIGNATION OF MEMBER**

10.1 A member of the Club who has paid all monies due and payable by him/her to the club may resign from the Club by first giving one months notice in writing to the Secretary of his or her intention to resign and upon the expiration of that period of notice, the member shall cease to be a member.

10.2 Upon the expiration of a notice given under sub-clause 10.1, the Secretary shall make in the register of member an entry recording the date on which the member by whom the notice was given, ceased as a member.

10.3 In the event of a member of the Club ceasing to be a member for whatever reason, such termination of membership shall not entitle such a person to receive as a refund the whole or any part of the monies paid by the way of subscriptions.

## **11 MANAGEMENT COMMITTEE**

NB: (1) sometimes called Executive Committee.

(2) Committee persons are sometimes referred to as Office Bearers.

(3) The main Office Bearers are often referred to as The Executive.

11.1 Management of the Club shall be vested in the Management Committee elected by the members at the Annual General Meeting and consisting of:

11.1.1 President

11.1.2 Vice President

11.1.3 Secretary

11.1.4 Treasurer

11.2 No person shall hold more than one position on the Management Committee at any one time. A person shall cease to be a member of the Management Committee at the conclusion of the Annual General Meeting which follows his/her election and he/she will be eligible for re-election.

11.3 A quorum of the Management Committee shall be half of its members plus one.

11.4 If the President or Vice President is unable to attend, then a chairperson nominated by the meeting shall chair that meeting.

11.5 A member of the management committee may lose his or her seat on the committee for either of the following;

- Absence from three or more meetings without leave of absence.
- Becomes bankrupt or enters into any composition or arrangement with his or her creditors pursuant to the provisions of the Bankruptcy Act; or
- Resigns his or her office by notice in writing to the Secretary.

11.6 At meetings of the Executive:

10.7 The President, or in his/her absence, the Vice President shall preside.

10.8 If the President and the Vice President are absent, such one of the remaining members of the Executive as may be chosen by the members present shall preside.

## **12 POWERS OF THE MANAGEMENT COMMITTEE**

12.1 The Management Committee shall carry out the day-to-day running of the Club and shall have the power to:

12.1.1 Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;

12.1.2 Fix the manner in which such banking accounts shall be operated upon, providing the Management Committee passes all payments;

12.1.3 Fix fees and subscriptions payable by members and decide such levies and charges as is deemed necessary and advisable, and to enforce payment thereof;

12.1.4 Adjudicate on all matters brought before it which in any way affect the Club.

12.1.5 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members;

12.1.6 Make, amend and rescind rulings and By-laws;

12.1.7 Have the power to form and appoint any sub committee/s as required for specific purposes;

12.1.8 May at their discretion employ a person or persons to carry out certain duties required by the Club, at salaries or remunerations for such period of time, as may be deemed necessary.

12.1.9 Should a vacancy occur on the Management Committee during the season, the Management Committee shall appoint a successor until the next Annual General Meeting.

12.1.10 Appoint an officer/s or agent of the Management Committee to have custody of the Club's records, documents and securities.

12.1.11 The administration of the Club shall be in the control of the Committee.

### **13 DUTIES OF SECRETARY**

13.1 The secretary of the Club shall:

13.2 Keep minutes of the resolutions and proceeding of each Annual or Special General Meeting and each Executive meeting together with a record of the name of persons present at meetings.

13.3 Keep the register of members.

13.4 Keep a register of all persons who have been appointed as an officer of the Club, a member of the Executive or a member of the Committee showing their name, posting, date of appointment and date that their appointment ceased.

13.5 Arrange Annual General Meetings, Special General Meetings and meetings of the executive.

13.6 Attend to correspondence received by the Club and present the same to the Executive.

### **14 DUTIES OF TREASURER**

14.1 The Treasurer of the Club shall:

14.2 Collect and receive all moneys due to the Club and make all payments authorised by the association; and

14.3 Keep correct account and books showing the financial affairs of the Club with full details of all receipts and expenditure connected with the activities of the Club.

14.4 Pay, at the direction of the Executive of all expenses incurred by the association.

14.5 Prepare of the annual financial statements of the Club and present the same to the Executive and the Annual General Meeting.

14.6 Arrange for the auditing of the Club books of account at the end of each financial year and the presentation of the auditors report to the Executive and Annual General Meeting.

### **15 BOOKS OF ACCOUNTS**

The books of accounts shall be available for inspection by members free of charge at any reasonable hour.

### **16 DUTIES OF AUDITOR**



16.1 The Annual General Meeting shall elect or appoint an Auditor or Auditors.

16.2 The Auditor/s shall examine and audit all the books and accounts of the Club annually, and have the power to call for all books, papers, accounts, receipts etc., of the Club and report thereon to the Annual General Meeting.

## **17 GENERAL MEETINGS**

### 17.1 Annual General Meeting

17.1.1 The Annual General Meeting of the Club shall be held in the month of June each year.

17.1.2 The Secretary shall give at least fourteen (14) days notice of the date of the Annual General Meeting, to members.

17.1.3 All financial members may attend the Annual General Meeting.

17.1.4 The quorum at the Annual General Meeting, shall be a minimum of one-half of the members present plus one. If, at the end of 30 minutes after the time appointed in the notice for the opening of the Meeting, there be no quorum the meeting shall stand and adjourn for one week. If at such meeting there is no quorum those members present shall be competent to discharge the business of the meeting.

17.1.5 The agenda for an Annual General Meeting shall be:

- Opening of Meeting
- Apologies
- Confirmation of Minutes of previous Annual General Meeting
- Presentation of Annual Report
- Adoption of Annual Report
- Presentation of Treasurer's statement
- Election of New Executive and appointment of Auditor
- Vote of thanks to outgoing Executive
- Determination of Annual Membership Fee
- Notice/s of Motion
- Urgent general business
- Closure

### 17.2 General Meetings

17.2.1 General Meetings may be called by the Management Committee or at the request of the President and Secretary or on the written request of members of the Club.

17.2.2 The Secretary shall give at least seven (7) days notice, in writing, of the date of the General Meeting to the members. Notice of General Meetings shall set out clearly the business for which the meeting has been called. No other business shall be dealt with at that General Meeting.

17.2.3 The quorum at the General Meeting shall be a minimum of one-half of the majority plus one member.

## **18 VOTING**

18.1 Voting powers at the Annual General Meeting and General Meetings:

The President shall be entitled to a deliberate vote and, in the event of a tied vote; the President shall exercise a casting vote. Each individual financial member present shall have one (1) vote.

18.2 Voting powers at Management Committee Meetings;

The President shall be entitled to a deliberate vote, and, in the event of a tied vote, the President shall exercise a casting vote. Each individual committee member present shall have one (1) vote.

18.3 All votes shall be given personally or by proxy

18.4 A member is not entitled to vote at any Annual or Special General Meeting unless all moneys due and payable by him/her to the Club have been paid.

18.15 Each member shall be entitled to appoint another member as his or her proxy by written notice in the form set out in Appendix 2, signed by him or her and given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

## **19 FINANCE**

19.1 All funds of the Club shall be deposited into the Club's accounts at such bank or recognised financial institution as the Management Committee may determine.

19.2 All accounts due by the Club shall be paid by cheque, electronic funds transfer at point of sale or credit facility after having being passed for payment at the Management Committee Meeting and when immediate payment is necessary, account/s shall be paid and the action endorsed at the next Management Committee Meeting.

19.3 A statement showing the financial position of the Club shall be tabled at each Management Committee Meeting by the Treasurer.

19.4 A statement of Income and Expenditure, Assets and Liabilities shall be submitted to the annual General Meeting. The auditor's report shall be attached to such financial report.

19.5 The financial year of the Club shall commence on 1<sup>st</sup> July each year. The accounts, books and all financial records of the Club shall be audited each year.

19.6 The signatories to the Club's account/s will be the Treasurer and any one (1) from the following;

- President
- Vice President
- Secretary
- Treasurer

19.8 All property and income of the Club will apply solely to the promotion of the objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

## **20 ALTERATIONS TO THE CONSTITUTION AND BY-LAWS**

20.1 No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting, or General Meeting, called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members fourteen (14) days prior to the Annual General Meeting, or seven (7) days prior to a General Meeting called for such purpose.

20.2 The Secretary shall forward such notices of motion to each Management Committee member at least fourteen (14) days prior to the Annual General Meeting or seven (7) days prior to a General Meeting.

20.3 Alterations to the By-laws can be made only at Management Committee Meetings provided notice of the proposed alteration/s has been duly notified to Committee Members.

20.4 Such motions, or any part thereof, shall be of no effect unless passed by a seventy five percent (75%) majority (Special Resolution) of those present and entitled to a vote at the Annual General Meeting, General Meeting or Management Committee Meeting, as the case may be.

## **21 NOTICES**

21.1 Any written notice required to be served upon a member shall be:

21.1.2 Personally; or

21.1.3 By sending it by post to the member at his or her address show in the Register of Members; or

21.1.4 By email to the email address notified by the member to the Secretary.

21.2 Where a document is properly addressed pre-paid and posted to a person as a letter or email, the document shall, unless the contrary is proved, be deemed to have been served upon the person at the expiry of 2 clear business days after it is sent.

## **22 CUSTODY OF BOOKS**

The secretary shall cause all books, documents and securities of the Club, other than the books of account, to be kept in his or her custody or under his or her control.

## **23 SOURCE OF FUNDS**

The funds of the Club shall be derived from membership fees, donations, grants and such other sources as the Executive determines.

## **24 LIABILITY OF MEMBER**

The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the Club.

## **25 DISSOLUTION**

If, on the winding up of the Club, any property of the Club remains after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that winding up, that property shall be distributed:

- (a) liquidated and distributed evenly between each financial member of the Club.
- (b) to another incorporated Club having objects similar to those of the Club; or
- (c) for charitable purposes, which incorporated Club or purposes, as the case requires, shall be determined by resolution of the members.

Appendix 1

APPLICATION FOR MEMBERSHIP OF THE ADELAIDE HILLS FENCING CLUB

I, .....  
*(full name of applicant)*

of .....  
*(location)*

hereby apply to become a member of the Adelaide Hills Social Club. In the event of my admission as a member, I agree to be bound by the rules of the club for the time being in force.

.....  
*signature of applicant*

Date .....

Appendix 2

FORM OF APPOINTMENT OF PROXY

I, ..... of .....  
*(full name)* *(location)*

hereby appoint ..... of .....  
*(full name of proxy)* *(location)*

being a member of the Adelaide Fencing Club, as my proxy to vote for me on my behalf at the general meeting of the club (annual general meeting or special general meeting, as the case may be) to be held on the

..... day of .....20  
*(month and year)*

and at any adjournment of that meeting,

my proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details) .....

.....  
*signature of applicant*

Date.....

NOTE: A proxy vote may not be given to a person who is not a member of the Adelaide Hills Fencing Club.