

DARLING DOWNS FIELD ARCHERS INC.

Constitution

Revision 2019

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Amendment Record

The amendment record as below in the following table.

| AL No. | Date | Amendment Details | Amended by |
|--------|------------|--|---------------|
| 1 | 15/07/1992 | Initial Issue. | - |
| 2 | 02/03/2000 | 2(2);4(7),4(1)(C);4(1)(6);11(1) | G.Willson |
| 3 | 18/05/2011 | 30 Alignment of the Financial year. | H.Counsel |
| 4 | 07/11/2016 | 15.1.1.2 Meetings to be held as least Quarterly. | W.Barnett |
| 5 | 13/09/2017 | Reformatted and digitised. | W.Berthelsen |
| 6 | 27/5/2018 | Minor typographical errors - Electronic bank cause 13.1.1.4 - Capital Expenditure cause 13.1.1.8 amended - General expenditure new cause 13.1.1.9 – Passwords new cause 13.1.1.6 - Life Member Cause 4.1.5.3 | W. Berthelsen |
| 7 | 18/08/2019 | Clearer definitions for OFT Annual reporting 13.1.1.9 to 13.1.1.12 | W. Berthelsen |
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1 NAME

The name of the incorporated association shall be DARLING DOWNS FIELD ARCHERS INC. (in this constitution called "The Club")

2 OBJECTS

The objects for which the Club is established are:

- 2.1.1.1 To promote Archery in a social and family environment in accordance with the historic traditions associated therewith.
- 2.1.1.2 To practice Field Archery as a competitive sport, in accordance with the rule or competition and constitution of the governing authority for field archer in Australia and its territories.
- 2.1.1.3 To perpetuate and foster Bowhunting as a philosophy of legitimate activity incorporating the principles of effective game management and conservation and preservation of the natural environment as policy and according to the Ethics and constitution of the governing authority for Bowhunting in Australia and its Territories.
- 2.1.1.4 To establish programmes emphasising high standards of sportsmanship, friendship, co-operation and ethics directed to the coaching of members in competition archery and skill with the bow and arrow and self-sufficiency in the bush.
- 2.1.1.5 To be a Club where membership consists of persons of all ages who actively support and uphold the ideals of field archery and Bowhunting as prescribed by the Australia Bowhunters Association.
- 2.1.1.6 To encourage the development of the young and to assist the handicapped in the community to broaden their experience through participation in Sport.
- 2.1.1.7 To promote social activities for the benefit of the Club and its members.
- 2.1.1.8 The Club shall stage activities and competitive shoots either independently or as a member Club of "D" Zone of the Australian Bowhunters Association, as prescribed by the Rules for Shoots of the Australian Bowhunters Association.
- 2.1.1.9 The Club shall stage other such activities as considered desirable for the benefit of the Club and its members.
- 2.1.1.10 As Bowhunting is a highly individual sport, the actual art of Bowhunting shall be a matter for the individual member, subject to the provisions of the Hunting Code of Ethics of the Australian Bowhunters Association.

3 POWERS

The powers of the Club are:

- 3.1.1.1 To take over the funds and other assets and liabilities of the present unincorporated club known as the "Darling Downs Field Archers"
- 3.1.1.2 To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are all together or in part similar to those of the club provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of clause 13.1.1.12
- 3.1.1.3 In furtherance of the objects of the Club to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the club or persons frequenting the Club's premises.
- 3.1.1.4 To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or
- 3.1.1.5 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 and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangement, right, privileges and concessions.
- 3.1.1.6 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club.
- 3.1.1.7 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 incorporated Club, or in or about the incorporated Club or promotion of the incorporated Club or in the furtherance of its objects.
- 3.1.1.8 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- 3.1.1.9 To invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit.
- 3.1.1.10 To take, or otherwise acquire, and hold share, debentures or other securities of any company or body corporate.
- 3.1.1.11 In furtherance of the objects of the Club to lend and advance money or give credit 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 property.
- 3.1.1.12 To borrow or raise money either alone or jointly with another person or 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 and 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 incorporate association's property or assets present or future and to purchase, redeem or pay-off any such securities.

- 3.1.1.13 To draw, make, accept, endorse, discount, execute and issues promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 3.1.1.14 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.
- 3.1.1.15 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 any money due to the Club from purchasers and others.
- 3.1.1.16 To take any gift or property whether subject to any special trust or not, for anyone or more of the objects of the Club but subject always to the proviso in sub-clause 3.1.1.5.
- 3.1.1.17 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.
- 3.1.1.18 To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- 3.1.1.19 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 upon the Club under or by virtue of cause 13.1.1.10.
- 3.1.1.20 In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the club is authorised to amalgamate.
- 3.1.1.21 In furtherance of the objects of the Club to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the incorporated associations with which the club is authorised to amalgamate.
- 3.1.1.22 To make donations for patriotic, charitable or community purposes.
- 3.1.1.23 To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.
- 3.1.1.24 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

4 CLASSES OF MEMBERSHIP

Membership shall be granted within the following classifications:

- Probationary Member
- Ordinary Full Member
- Honorary Member
- Foundation Life Member
- Life Member
- Social Member

4.1.1 Probationary Member

4.1.1.1 Probationary membership shall be granted to persons wishing to join the Club and who have:

4.1.1.1.1 Satisfactorily completed the prescribed Membership Application Form, and

4.1.1.1.2 has paid in full the prescribed dues for Probationary Membership.

4.1.1.2 A probationary member shall complete a probationary period of at least three (3) months and shall at the completion of least three months and subject to the acceptance of the appropriate applications, be eligible for membership within the classification of Ordinary Full Member.

4.1.1.3 Acceptance of such membership application shall be subject to satisfying the membership classification criteria and on approval of the Management Committee.

4.1.1.4 During the Probationary period, the Probationary Members all be entitled to participate fully in Club activities, speak during debate at Club Meetings, but shall not exercise a vote or to put motions in Club decisions or hold positions on the Management Committee.

4.1.1.5 The Club reserves the right to terminate Probationary Membership at any time during the probation period. It shall not be necessary for the Club to give reasons for such termination.

4.1.1.6 A Probationary Member may terminate membership at any time during the probationary period by notice in writing submitted to a member of the Executive Committee.

4.1.2 Ordinary Full Member

Ordinary Full Membership may be granted to persons wishing to apply for such membership and where the applicant has:

- Completed the necessary probation period.
- Submitted the prescribed application.
- Paid the required membership fee.
- Been accepted as a member of the Australian Bowhunters Association.
- Been accepted for Club membership by the Executive Committee.

4.1.2.1 An Ordinary Full Member shall enjoy all rights and privileges of the Club and be entitled to put motions and to exercise and vote in Club decisions. An Ordinary Full Member shall be eligible to hold Executive Office. Provided that an Ordinary Full Member under the age of eighteen (18) years shall

exercise no vote in Club decisions and may not hold Executive Office.

4.1.3 Honorary Member

Honorary Membership may be granted to an Australian or Visiting Bowhunter or Field Archer or to a person considered worthy of such recognition, upon the recommendation of a voting member, at the discretion of the President.

4.1.4 Foundation Life Member

Foundation Life Membership may be granted to persons wishing to apply for such membership and where the applicant has:

- Completed the necessary probation period.
- Submitted the prescribed application.
- Paid the required membership fee.
- Been accepted as a member of the Australian Bowhunters Association.
- Been accepted for Club membership by the Executive Committee.

4.1.4.1 Foundation Life Members shall enjoy all rights and privileges inferred by Life Membership and that of Club Members and shall be entitled to put motions and to exercise a vote in Club decisions and shall be eligible to hold Executive Office.

4.1.5 Life Member

Life membership without payment of membership fees may be granted by the Club, at a meeting called for that purpose to persons whether Club members or not for exceptional and meritorious service to the Club subject to following provisions:

4.1.5.1 Such membership has been proposed in writing by a voting member and seconded by at least two (2) other voting members.

4.1.5.2 A notice of motion to this effect is advised to the voting membership one (1) month prior to the next meeting of members.

4.1.5.3 Life Members shall enjoy all rights and privileges' inferred by Foundation Membership and that of Club Members provided that a Life Member who is a member of the Australian Bowhunters Association, may put motions or exercise a vote on matters of Constitutional amendments or to hold Executive Office.

4.1.6 Social Member

4.1.6.1 Social membership shall be granted to persons wishing to join the Club and do not wish to actively participate in archery.

4.1.6.2 Satisfactorily completed the prescribed membership application form. Paid the prescribed dues for Social Membership.

4.1.6.3 Acceptance of such membership application shall be subject to approval of the Management Committee.

4.1.6.4 Social members may speak during debate at Club meetings, but shall not exercise a Vote or put forward motions in Club decisions or hold positions on the Management Committee.

4.1.6.5 The Club reserves the right to terminate Social Membership at any time. It shall not be necessary for the club to give any reason for such termination.

4.1.6.6 Social member may terminate membership at any time by notice in writing to a member of the

Management Committee.

4.1.7 General

- 4.1.7.1 Applications under the age of eighteen (18) years shall be required to have an additional endorsement by a parent or guardian on their applications.
- 4.1.7.2 Every person who at the date of incorporation of the Club was a member of the unincorporated association and who on or before the day of incorporation agrees in writing to become a member of the Club shall be admitted by the Management Committee to the same class of membership of the Club as that members held in the unincorporated club, and shall not be required to pay any further subscription until the next due date for payment of that subscription.
- 4.1.7.3 Every applicant for any class of membership of the Club (Other than the members of the unincorporated club referred to in sub-clause 4.1.1 shall be proposed by one member of the Club and seconded by another- member.
- 4.1.7.4 The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.
- 4.1.7.5 The number of members in each class will be unlimited.

5 MEMBERSHIP FEES

- 5.1.1.1 The membership fees for each class of membership shall be such sum as the members shall from time to time at any general meeting so determine.
- 5.1.1.2 The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

6 ADMISSION AND REJECTION OF MEMBERS

- 6.1.1.1 At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- 6.1.1.2 Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 6.1.1.3 Upon the acceptance or rejection of an application for class of membership, the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

7 TERMINATION OF MEMBERSHIP

- 7.1.1.1 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 such notice is received by the Secretary unless a later date is specific in the notice when it shall take effect on that later date.
- 7.1.1.2 If a member:
- is convicted of an indictable offence, or
 - fails to comply with any of the provisions of the Constitution, or
 - has membership fees in arrears for a period of two months or more, or
 - conducts him/herself in a manner considered to be injurious or prejudicial to the character or interest of the Club, the Management Committee shall consider whether his/her membership shall be terminated.
- 7.1.1.3 The member concerned shall be given a full and fair opportunity of presenting his/her case and if the Management Committee resolves to terminate his/her membership it shall instruct the Secretary to advise the member in writing accordingly.

7.1.2 APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- 7.1.2.1 A person whose application for membership has been rejected or whose membership has been terminated may within one month of receiving written notification thereof, lodge with the Secretary written notice of his/her intention to appeal against the decision of the Management Committee.
- 7.1.2.2 Upon receipt of a notification of intention to appeal against rejection or termination of membership, the Secretary shall convene, within three months of the date of receipt by him of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his/her case and the Management Committee or those members hereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting it's or their case. The appeal shall be determined by the vote of the members present at such meeting.
- 7.1.2.3 Where a person whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by this constitution or so appeals but the appeal is unsuccessful, the Secretary shall forthwith refund the amount of any fee paid.

8 REGISTER OF MEMBERS

- 8.1.1.1 The Management Committee shall cause a Register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Club and the dates of their admission.
- 8.1.1.2 Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.
- 8.1.1.3 The Register shall be open for inspection at all reasonable times by any member who previously

applies to the Secretary for such inspection.

8.1.2 MEMBERSHIP OF MANAGEMENT COMMITTEE

- 8.1.2.1 The Management Committee of the club shall consist of a President, Vice-president, Secretary, Treasurer, and the club A.B.A zone representative, all of whom shall be members of the club
- 8.1.2.2 At the annual general meeting of the Club, all the members of the Management Committee, for the time being, shall retire from office but shall be eligible upon nomination for re-election.
- 8.1.2.3 The election of officers and other members of the Management Committee shall take place in the following manner:
- 8.1.2.4 Any two members of the Club shall be at liberty to nominate any other member to serve as an officer or other members of the Management Committee.
- 8.1.2.5 The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the Secretary at least fourteen days before the annual general meeting at which the election is to take place;
- 8.1.2.6 A list of the candidates' names in alphabetical order, with the proposers and seconders names shall be posted in a conspicuous place in the office or usual place of meeting of the Club for at least seven days immediately preceding the annual general meeting.
- 8.1.2.7 Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- 8.1.2.8 Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

8.1.3 TERMINATION OR RESIGNATION OF POSITION

- 8.1.3.1 Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified on the notice when it shall take effect on that later date or such member may be removed from office at the general meeting of the Club where that member shall be given the opportunity to fully present his case. The question removal shall be determined by the vote of the members present at such a general meeting.

8.1.4 VACANCIES ON MANAGEMENT COMMITTEE

- 8.1.4.1 The Management Committee shall have power at any time to appoint any member of the Club to fill any casual vacancy on the Management Committee until the next annual general meeting.
- 8.1.4.2 The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their numbers are not reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

8.1.5 FUNCTIONS OF THE MANAGEMENT COMMITTEE

- 8.1.5.1 Except as otherwise provided by this constitution and subject to resolution of the members of the

club carried at any general meeting the Management Committee:

- shall have the general control and management of the administration of the affairs, property and funds of the Club; and
- shall have authority to interpret the meaning of this Constitution and any matter relating to the Club on which this Constitution is silent.

8.1.5.2 The Management Committee may exercise all the powers of the Club:

- 8.1.5.2.1 to borrow or raise or secure the payment of money in such manner as the members of the Club may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Club's property, both present and future, and to purchase, redeem or pay off any such securities; and
- 8.1.5.2.2 to borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn account on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Club, and to provide and pay off any such securities; and
- 8.1.5.2.3 to invest in such manner as the members of the Club may, from time to time determine.

8.1.6 MEETINGS OF MANAGEMENT COMMITTEE

- 8.1.6.1 The Management Committee shall meet at least once every calendar month to exercise its functions.
- 8.1.6.2 A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 8.1.6.3 At every meeting of the Management Committee, a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last general meeting of the members shall constitute a quorum.
- 8.1.6.4 Subject as previously provided in this cause, the Management Committee may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meetings of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- 8.1.6.5 A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested, or any matter arising there, and if he does so vote, his vote shall not be counted.
- 8.1.6.6 Not less than fourteen days notice shall be given by the Secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 8.1.6.7 The President shall preside as Chairperson at every meeting of the Management Committee, or if there is no President, or if at any meeting he/she is not present within ten minutes after the time appointed for holding the meeting, the Vice-president shall be Chairperson or if the Vice-president is not present at the meeting then the members may choose one of their number to be Chairperson

of the meeting.

- 8.1.6.8 If within half an hour from the time appointed the commencement of a Management Committee meeting a quorum is not present, the meeting if convened upon the requisition of, members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

8.1.7 SUB-COMMITTEES

- 8.1.7.1 The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the Club as the Management Committee thinks fit. Any full committee so formed shall in the exercise of the powers so delegated conform to any regulations that may lie imposed on it by the Management Committee.
- 8.1.7.2 A sub-committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairperson of the meeting.
- 8.1.7.3 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 and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.
- 8.1.7.4 All acts done by any meeting of the Management Committee or of a sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.
- 8.1.7.5 A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and 'held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

9 ANNUAL GENERAL OR GENERAL MEETINGS

The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Club, and at such place as the Management Committee may determine.

9.1.1.1 The annual general meeting shall be held within three months of the close of the financial year.

- The business to be transacted at every annual general meeting shall be:
- the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the association for the preceding financial year:
- the receiving of the auditor's report upon the books and accounts for the preceding financial year;
- the election of members of the Management Committee; and
- the appointment of an auditor.

9.1.1.2 The Secretary shall convene a special general meeting:

- when directed to do so by the Management Committee: or
- on the requisition in writing signed by not less than one-third of the members present on the Management Committee or not less than the number of ordinary members of the Club which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special business is being convened and the nature of the business to be transacted thereat; or
- on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.

9.1.1.3 At any general meeting, the number of members required to constitute a quorum shall be the same number of members presently on the Management Committee plus one.

9.1.1.4 No business shall be transacted at any general meeting less a quorum of members is present at the time when the meeting proceeds to business. For the purpose of this cause "member" includes a person attending as a proxy or as representing a corporation which is a member,

9.1.1.5 If within half an hour the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of member of the Management Committee or the Club, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

9.1.1.6 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

9.1.1.7 The Secretary shall convene all general meetings of the club by giving not less than 14 days' notice of any such meeting to the members of the Club.

9.1.1.8 The manner by which such notice shall be given shall be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and

determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

- 9.1.1.9 Unless otherwise provided by this Constitution at every general meeting:
- 9.1.1.10 the President shall preside as Chairperson, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-president shall be the Chairperson or if the Vice-president is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting.
- 9.1.1.11 The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner.
- 9.1.1.12 Every question, matter or resolution shall be decided by a majority of votes of the members present.
- 9.1.1.13 Every member present shall be entitled to one vote and in the case of an equality of votes the Chairperson shall have a second or casting vote: Provided that no member shall be entitled to vote at any general meeting if his/her annual subscription is more than one month in arrears at the date of the meeting.
- 9.1.1.14 Voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairperson shall appoint two members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 9.1.1.15 A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
- 9.1.1.16 The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Club. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.
- 9.1.1.17 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

DARLING DOWNS FIELD ARCHERS INC.

I, _____ of _____
being a member of the above named Club, hereby appoint
_____ of _____ or failing him,
_____ of _____
as my proxy to vote for me on my behalf at the (annual) general meeting of the Club,
to be held on the _____ day of '20 _____ and at any adjournment thereof.
Signed on this _____ day of '20 _____

This form is to be used of the *in favour of* the resolution.
against

Strikeout whichever is not desired. (Unless otherwise instructed, the proxy may vote as he/she sees fit).

- 9.1.1.18 The instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and
- 9.1.1.19 The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Management Committee meeting verify their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting: Provided that the minutes of any annual general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting or annual general meeting.

10 BY-LAWS

The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with this Constitution, for the internal management of the Club and any may be set aside by a general meeting of members.

11 ALTERATION OF RULES

Subject to the provisions of the Associations Incorporation Act 1981-1990, these Rules may be amended, rescinded or added to from time to time by a motion carried at general meeting. Provided that no such amendment, rescission or addition shall be valid unless the same shall have been previously submitted to and approved Director-General, Department of Justice and Corrective Services, Brisbane.

11.1.1.1 Subject also to these provisions:

- Where any such proposed Motion may affect National or may conflict with National Policy, the proposed Motion shall only be a recommendation and (prior to submission to the Meeting of members) must be forwarded to the National Management Committee of the Australian Bowhunters Association, through the Zone Management Committee, for recommendation of the latter authority and approval of the former authority.
- In such cases. The proposed Motion need not be put to a Meeting of the Club until such time that a National decision or a Zone decision in the matter has been formally advised.
- This Constitution shall not be amended with regard to the requirements of membership, affiliation and dissolution without the prior approval of the Australian Bowhunters Association.

12 COMMON SEAL

12.1.1.1 The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

13 FUNDS AND ACCOUNTS

13.1.1.1 The funds of the Club shall be deposited in the name of the Club in such Bank or Permanent Building Society as the Management Committee may from time to time direct.

13.1.1.2 Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Club and the particulars usually shown in books of a like nature.

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

13.1.1.4 All expenses and bills shall be paid by;

- cheque signed by the Treasurer and one other member of the Management Committee, or
- Electronic Funds transfer by the Treasurer or in his/her absence, a member of the Management Committee.

13.1.1.5 Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupments which may be open.

13.1.1.6 Any passwords for banks accounts shall be changed at the discretion of the Management Committee but not a period exceeding 3 years.

13.1.1.7 The Management Committee shall determine the amount of petty cash which shall be kept on hand.

13.1.1.8 Expenditure to enable general operation of the club shall be approved by any two of the Management Committee members, either in writing or verbal communication.

13.1.1.9 All capital and other expenditure shall be approved or ratified at a Management Committee meeting.

- 13.1.1.9 As soon as practicable after the end of each financial year, the Treasurer shall prepare statements containing the particulars of
- the income and expenditure for the financial year just ended; and
 - the assets and liabilities and of all mortgages, charges and securities affecting the property of the Club at the close of that financial year.
- 13.1.1.10 All such statements may be verified and certified by the president or treasurer.
- 13.1.1.11 If determined under the Collections Act 1966, Gaming Machine Act 1991, all such statements shall be examined by an auditor or certified accountant, or person approved by the Office of Fair Trading (OFT).
- 13.1.1.12 In Accordance with the Associations Incorporations ACT 1981, as soon as practical after the AGM, the Secretary must lodge all such statements as an annual return.
- 13.1.1.13 For the purpose of financial reporting, an incorporated association may be classed as a level 1, level 2 or level 3 association, depending on its current assets and revenue. The three levels have different financial reporting requirements. (Collections Act 1966).
- 13.1.1.14 The income and property of the Club whence so ever, derived shall be used and applied solely in promotion its objects and the exercise of its powers as set out herein transferred directly or indirectly by way of dividend, bonus or otherwise owing by the Club to him or remuneration to any officers of servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club provided further 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.

14 DOCUMENTS

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

15 FINANCIAL YEAR

15.1.1.1 The financial year of the Club shall close on 31 May in each year.

15.1.1.2 Period between Ordinary meetings shall be no greater than 3 months.

16 DISTRIBUTION OF SURPLUS ASSETS.

If the Club shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981-1990 and there remains after the satisfaction of all its debts and liabilities any property whatsoever.

The property shall be handed over to the Australian Bowhunters Association pending the creation of a new Australian Bowhunters Association affiliated Club in the area at some time in the future (as the Australian Bowhunters Association sees fit). Such Association shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on this Club under or by virtue of cause
13.1.1.14

Initially adopted by the members on 15 July 1992.

I hereby certify that this is a true copy of this constitution adopted by the members on 18 August 2019.

Signed



Secretary