



*Associations Incorporation Act 2009 (NSW)*

Sporting Shooters Association of Australia  
(New South Wales) Inc.

## **STANDARD BRANCH CONSTITUTION**

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**Sporting Shooters Association of Australia (New South Wales) Inc**  
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**Historical Notes**  
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**Standard Constitution of Member Branches of the  
Sporting Shooters Association of Australia (New South Wales) Inc.**

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**1. DETAILS OF THE BRANCH**

**1.1. Name of the Branch**

The name of the Branch is set out in Item 1 of Schedule 1.

**1.2. Registered Office of the Branch**

1.2.1 Subject to subclause 1.2.2 below, the registered office of the Branch is to be located at the registered office of the NSW Association as it is from time to time, the address for which as at the time of incorporation or adoption of this Constitution is set out in Item 2 of Schedule 1.

1.2.2 The Full Members may resolve in general meeting to have the registered office of the Branch located at an address other than the registered office of the NSW Association and, if this resolution is adopted at the same general meeting as the adoption of this Constitution, that address is to be set out in Item 2 of Schedule 1.

**1.3. Public Officer on Incorporation or Adoption of the Constitution**

1.3.1 The name of the Public Officer at the time of incorporation or adoption of this Constitution is set out in Item 3 of Schedule 1.

1.3.2 The address and other contact details of the Public Officer at the time of incorporation or adoption of this Constitution is set out in Item 4 of Schedule 1.

1.3.3 If the name and contact details of the Public Officer are not known at the time of the adoption of this Constitution, Items 3 and 4 of Schedule 1 are to be left blank and, at the next annual general meeting of the Branch, the Full Members are then to amend and complete Schedule 1 by Special Resolution.

**1.4. Date of Incorporation**

The date on which the Branch was incorporated under the Act is set out in Item 5 of Schedule 1.



## **2. STRUCTURE OF THE ORGANISATION**

### **2.1. National Association**

2.1.1 The National Association is the national peak body of the Organisation.

2.1.2 The membership of the National Association principally comprises the State and Territory Associations of the Organisation.

### **2.2. NSW Association**

2.2.1 The NSW Association is the State and Territory Association in New South Wales that is a full member of the National Association at the time of its incorporation.

2.2.2 The membership of the NSW Association principally comprises the Member Branches in New South Wales.

### **2.3. Member Branches**

2.3.1 The Member Branches in New South Wales are the principal members of the NSW Association.

2.3.2 The membership of the Member Branches comprises their respective Individual Members.

### **2.4. Individual Members**

An Individual Member is a natural person who:

2.4.1 has applied to the Organisation for admission as an Individual Member;

2.4.2 meets the criteria for admission of their relevant category of membership as set out in this Constitution;

2.4.3 has paid the Prescribed Subscription; and

2.4.4 has either been:

2.4.4.1 allocated to a Member Branch by the National Association and/or the NSW Association; or

2.4.4.2 transferred to a Member Branch from another Member Branch in accordance with the procedure set out in clause 6.11 below.

## **2.5. Relationship between the Branch and the NSW Association**

2.5.1 The Branch is independent and autonomous in the day-to-day operation of its internal affairs except on a matter that, in the reasonable opinion of the Board:

2.5.1.1. is a matter of long term state-wide consequence;

2.5.1.2. extends in effect and implication, directly or indirectly, to another Member Branch or the NSW Association; or

2.5.1.3. involves the acquisition or disposal of any ownership, leasehold or licence of real property in New South Wales, after the Branch became a Member Branch, where the property is to be used in connection with firearms; or

2.5.1.4. involves the interpretation of the State Constitution,

in which case the matter is to be determined exclusively by the Board, unless the Board has in writing consented to delegate the power to determine the matter to the Branch in accordance with subclause 2.5.2 below.

2.5.2 The Board may, at its absolute discretion, delegate in writing the power to deal with any of the matters referred to in subclause 2.5.1 above, except for paragraph 2.5.1.4 above, to the Branch.

## **2.6. Representation of the Branch in the Organisation**

2.6.1 The Branch has the right to appoint or elect and send Delegates for the purpose of representation and participation at general meetings of the NSW Association in accordance with the State Constitution.

2.6.2 The Branch must exercise its votes at any general meeting of the NSW Association as a bloc.

2.6.3 In the event that there is any inconsistency between this clause 2.6 and any provision of the State Constitution, the State Constitution shall prevail.

## **2.7. Requirements for the Branch to Remain a Member Branch**

Without limiting any requirement imposed under the State Constitution, for the Branch to become and remain a Member Branch of the NSW Association, the Branch must:

2.7.1 adopt and maintain the Standard Branch Constitution, with any amendments to it approved in writing by the Board prior to their adoption in accordance with the terms of this Constitution;

- 2.7.2 pay the Branch Fees to the Association;
- 2.7.3 comply with the Act;
- 2.7.4 comply with this Constitution;
- 2.7.5 comply with the State Constitution;
- 2.7.6 comply with all applicable laws and regulations, in particular the Firearms Laws;
- 2.7.7 have at least the minimum number of Individual Members as prescribed under the Act and/or the Firearms Laws, whichever is greater;
- 2.7.8 be solvent;
- 2.7.9 not be in Bad Financial Standing;
- 2.7.10 operate within the requirements for obtaining and maintaining not-for-profit status under the Tax Acts; and
- 2.7.11 be and remain an incorporated association under the Act.

**2.8. Use of the Organisation's Name and Marks**

- 2.8.1 The name "Sporting Shooters Association of Australia", the words "Sporting Shooters" or any other badge, badge design, logo, business name, trading name or trade mark, whether registered or otherwise, as commonly used or owned by the Organisation, are the preserve and/or property of the National Association and/or the NSW Association.
- 2.8.2 The use of any of the items referred to in subclause 2.8.1 above by the Branch is conditional on the Branch:
  - 2.8.2.1. observing the aims, objects and purposes of the Branch;
  - 2.8.2.2. being a Member Branch; and
  - 2.8.2.3. complying with the terms of this Constitution and the State Constitution.
- 2.8.3 Except for any of the items referred to in subclause 2.8.1 above, the Branch must not use any badge, badge design, logo, business name, trading name or trade mark, whether registered or otherwise, to identify itself, either generally or one or more of its public activities or events, without the prior written approval of the NSW Association.

### 3. DEFINED TERMS AND INTERPRETATION RULES

#### 3.1. Dictionary

In this Constitution, unless the context suggests otherwise, the following terms have the following corresponding meanings:

“**Act**” means the *Associations Incorporation Act 2009* (NSW) as amended from time to time and includes any legislation enacted dealing with incorporated associations in New South Wales;

“**Annual Returns**” is as defined in clause 11.8;

“**Appeal Letter**” has the meaning given in subclause 12.20.2;

“**Appeals Panel**” means the Appeals Panel of the NSW Association established under part 13 of the State Constitution;

“**Associate Member**” is as defined in subclause 6.1.2;

“**Bad Financial Standing**” is as defined in clause 6.12;

“**Board**” means the directors of the NSW Association acting as a board;

“**Branch**” means the entity named in Item 1 of Schedule 1;

“**Branch Disciplinary Panel**” means the panel established under part 12;

“**Branch Fees**” has the meaning given in the State Constitution;

“**Business Day**” means a day on which a commercial retail bank established under the *Banking Act 1959* (Cth) is open for business in New South Wales, except for Saturdays and Sundays;

“**Code of Conduct**” means the Code of Conduct contained in Schedule 4;

“**Committee**” means the committee of management of the Branch;

“**Committee Member**” means a Full Member who is elected to one of the positions listed in subclause 9.1.3;

“**Complainant**” has the meaning given in clause 12.3;

“**Constitution**” means this constitution of the Branch, including Schedule 1;

“**Delegate**” means a person so appointed under clause 2.6;

“**Determination Request Date**” has the meaning given in subclause 13.8.2;

“**Disputant**” means a party to a Dispute;

“**Dispute**” means an internal dispute within the Branch that does not involve the discipline of an Individual Member under part 12 of this Constitution or parts 12 and 13 of the State Constitution;

“**Dispute Date**” has the meaning given in clause 13.2;

“**Dispute Notice**” has the meaning given in subclause 13.5.2;

“**Dispute Resolution Panel**” means the Dispute Resolution Panel of the NSW Association established under part 13 of the State Constitution;

“**Documents**” has the meaning given in subclause 12.9.2;

“**Executive**” has the meaning given in subclause 9.1.2;

“**Extraordinary Special Resolution**” is a resolution adopted under clause 7.12;

“**Family Member**” is as defined in clause 6.3;

“**Financial Year**” means the period as defined in clause 11.1;

“**Firearms Laws**” means the *Firearms Act 1996* (NSW), the *Firearms Regulation 2006* (NSW) and any other laws and regulations concerning the regulation of firearms in New South Wales, as amended or replaced from time to time;

“**Full Member**” is as defined in subclause 6.1.1;

“**Honorary Member**” is as defined in clause 6.7;

“**Honorary Membership**” is as defined in clause 6.7;

“**Individual Member**” means a natural person who is a current member of a Member Branch;

“**Initiating Disputant**” has the meaning given in subclause 13.5.2;

“**Junior Member**” is as defined in clause 6.6;

“**Junior Vice President**” is the junior vice president of the Branch;

“**Life Member**” is as defined in subclause 6.5;

“**Life Membership**” is as defined in clause 6.5;

“**Mediation Service**” has the meaning given in clause 13.6;

“**Mediator**” means the mediator engaged by the Disputants under clause 13.6;

“**Member Branch**” means an incorporated association that is admitted to the membership of the NSW Association as a Member Branch;

“**Member For Life**” means an Individual Member who has paid the Prescribed Subscription as an Individual Member for life;

“**Membership Year**”, for any given Member, means the period commencing on the first day of the month on which the Member became a Member and ends on the last day of the preceding month in the following year;

“**National Association**” means the Sporting Shooters Association of Australia Inc., being incorporated association no. A6120 in South Australia under the *Associations Incorporation Act 1985* (SA);

“**NSW Association**” means the Sporting Shooters Association of Australia (New South Wales) Inc., being incorporated association no. Y1460144 in New South Wales under the Act;

“**Ordinary Member**” is as defined in clause 6.2;

“**Organisation**” means the community of associations headed by the National Association carrying the name “Sporting Shooters Association of Australia”, as described in part 2 above;

“**Other Shooting Organisations**” means any organisation involved in the shooting sports that is not a part of the SSAA organisational structure as described in part 2;

“**Pensioner Member**” is as defined in clause 6.4;

“**Prescribed Subscription**” means the amount of annual subscription fee payable by an Individual Member as prescribed by the National Association, in the first month of any given Membership Year, in relation to their specific category of individual membership of the Branch;

“**President**” means the president of the Branch;

“**Public Officer**” means the member of the Committee so appointed under subclause 8.5.1;

“**Register**” means the register of Individual Members referred to in clause 14.1;

“**Registered Office**” means the address listed in Item 2 of Schedule 1;

“**Regulations**” means the *Associations Incorporation Regulation 2010* (NSW) and any other subordinate legislation made under the Act;

“**Renton’s**” means the publication, whether in a single volume or otherwise, under the title *Guide for Meetings and Organisations* by N. E. Renton

(8th edition, 2005) or any such other book and edition as may be approved by the NSW Association;

“**Respondent**” has the meaning given in subclause 12.9.1;

“**Returning Officer**” means the person so appointed under clauses 9.5 to 9.7 inclusive;

“**Schedule**” means a schedule to this Constitution;

“**Secretary**” means the secretary of the Branch;

“**Senior Vice President**” means the senior vice president of the Branch;

“**SGM Request Date**” has the meaning given in subclause 7.4.4;

“**Special Resolution**” is a resolution adopted under clause 7.11;

“**Standard Branch Constitution**” means the Standard Branch Constitution as adopted from time to time by the NSW Association as the constitution to be adopted by its Member Branches;

“**State and Territory Association**” means a full member of the National Association;

“**State Constitution**” means the constitution of the NSW Association;

“**State Disciplinary Panel**” means the State Disciplinary Panel of the NSW Association established under part 12 of the State Constitution;

“**Tax Acts**” means the *Income Tax Assessment Act 1936* (Cth); the *Income Tax Assessment Act 1997* (Cth) and the *Tax Administration Act 1953* (Cth), as amended or replaced from time to time;

“**Tax Invoice**” has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended or replaced from time to time;

“**Transfer Application**” has the meaning given in subclause 6.11.2; and

“**Treasurer**” means the treasurer of the Branch.

### **3.2. Interpretation**

Unless the context suggests otherwise, in this Constitution:

3.2.1 headings, charts and diagrams are for convenience only and do not affect interpretation or have operative effect;

3.2.2 a word importing the singular includes the plural (and vice versa);

3.2.3 a word indicating a gender includes every other gender;

- 3.2.4 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 3.2.5 the word “**includes**” in any form is not a word of limitation;
- 3.2.6 a reference to something being “**written**” or “**in writing**” includes that thing being represented or reproduced in any mode in a visible form;
- 3.2.7 a reference to a “**legal representative**” means a legal practitioner entitled to practise law in New South Wales under the *Legal Profession Act 2008* (NSW), as amended or replaced from time to time;
- 3.2.8 a notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Act or any other law; and
- 3.2.9 a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

### **3.3. Supremacy of the Act**

Subject to clause 3.4 below, in the event of any inconsistency between this Constitution and the provisions of the Act or the Regulations, the provisions of the Act or the Regulations would prevail.

### **3.4. Model Constitution Not to Apply**

To the extent permissible under the Act, the provisions of any model or sample constitution provided for in the Act or the Regulations:

- 3.4.1 do not form part of this Constitution;
- 3.4.2 are displaced by this Constitution; and
- 3.4.3 do not apply to the Branch.

### **3.5. Governing Law**

The interpretation and application of this Constitution are governed by the law of New South Wales.



#### **4. AIMS, OBJECTS AND PURPOSES**

The aims, objects and purposes of the Branch are:

##### **4.1. Promoting the Sport**

to promote and improve the sport of shooting in the State of New South Wales through public relations programs;

##### **4.2. Knowledge**

to provide a means for the exchange and furtherance of knowledge pertaining to firearms, ammunition, accessories and shooting generally;

##### **4.3. Expansion**

to promote and assist in establishing Member Branches of the NSW Association throughout the State of New South Wales having rules which have been approved by the NSW Association and the National Association and are consistent with those of the NSW Association;

##### **4.4. Shooting Ranges**

to promote and assist in establishing and maintaining firearms shooting ranges suitable for the shooting disciplines of the National Association within the State of New South Wales;

##### **4.5. Education**

to educate people in the art of shooting, safe handling of firearms, field etiquette and a knowledge of the laws relating to firearms, hunting, target shooting and arms collecting;

##### **4.6. Game Conservation**

to promote and uphold game conservation by way of advocating open seasons for game species consistent with the NSW Association's principles of game conservation;

##### **4.7. Landholders**

to promote a better understanding between landholders and shooters;

##### **4.8. Unlawful Use of Firearms**

to oppose the use of firearms for subversive and/or other unlawful purposes;

##### **4.9. Responsible Hunting**

to promote responsible hunting;

#### **4.10. Status**

to maintain the status of an amateur shooting organisation; and

#### **4.11. Regulation of Firearms**

to oppose all aspects of firearms or firearms use legislation that is considered ineffective in reducing crime and/or violence, and as representing undue restrictions on honest firearms owners, both members and non-members, including but not limited to legislation which seeks:

- 4.11.1 registration, in any form, of legal longarms;
- 4.11.2 permits to purchase in any form for either legal firearms, parts, ammunition or firearms related accessories;
- 4.11.3 dispossession of firearms owners by the establishment of firearms repositories for the compulsory storage of firearms;
- 4.11.4 rendering inoperative collector firearms;
- 4.11.5 national firearms legislation in any form;
- 4.11.6 any involvement of the Commonwealth of Australia in controlling or restricting the availability of firearms, parts, ammunition or firearms related accessories legally able to be possessed under New South Wales law;
- 4.11.7 any unreasonable inclusion on the list of prohibited weapons beyond that in operation in the State of New South Wales at the time of this incorporation;
- 4.11.8 any interference with existing related recreational activities including all presently available forms of lawful hunting, vermin control, target shooting and arms collecting; and
- 4.11.9 any attempt to prevent the introduction of new shooting disciplines involving legal firearms.

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### **5. POWERS**

Subject to the provisions of the Act, the State Constitution and the other provisions of this Constitution, the powers of the Branch include:

#### **5.1. Real and Personal Property Rights**

- 5.1.1 the sale, purchase, lease, licence or otherwise acquiring, receiving, transferring or disposing any real property right as necessary or convenient in achieving the aims, objects and purposes of the Branch,

provided that the prior written consent of the NSW Association has been obtained;

5.1.2 the sale, purchase, lease, licence or otherwise acquiring, receiving, transferring or disposing any personal property as necessary or convenient in achieving the aims, objects and purposes of the Branch;

**5.2. Goods**

the buying, selling, and supplying of, and dealing in goods of all kinds;

**5.3. Building**

the construction, maintenance and alteration of buildings or works necessary or convenient for any of the aims, objects or purposes of the Branch;

**5.4. Gifts**

the accepting of any gift, whether subject to a special trust or not, for any one or more of the aims, objects and purposes of the Branch provided such acceptance does not conflict with any aims, objects or purposes of the Branch;

**5.5. Fundraising**

the taking of such steps from time to time as the Committee or the Full Members in general meeting may deem expedient for the purposes of procuring contributions to the funds of the Branch, whether by way of donations, receipts for goods or services or otherwise;

**5.6. Loans and Guarantees**

the borrowing of such money in such manner and in such terms as:

5.6.1 the Committee may think fit; or

5.6.2 as may be approved or directed by resolution of the Full Members adopted in general meeting;

and, to this end, the Branch is specifically authorised to guarantee any security, including any charge, mortgage or other encumbrance or security over the assets of the Branch and/or the income thereof to secure the payment of any money or the performance of any obligations by any person or other legal entity to any third party, provided that the prior written consent of the NSW Association has been obtained before any such loan is obtained or any guarantee, charge, mortgage or other encumbrance is given;

**5.7. Investments**

the investment of any moneys of the Branch that are not immediately required for any of its aims, objects or purposes in such manner as the Committee may from time to time determine;

### **5.8. Outgoing Gifts and Donations**

the making of gifts, subscriptions or donations to any worthy cause that do not exceed the aggregate amount of five hundred dollars (\$500.00) in any given calendar year, unless the funds are:

- 5.8.1 raised specifically for a nominated purpose and are then paid to the benefit of that nominated purpose;
- 5.8.2 specifically permitted by a Special Resolution of the Full Members in general meeting; or
- 5.8.3 generally permitted by a Special Resolution of the Full Members in general meeting to increase the maximum aggregate amount prescribed in this clause 5.8,

subject to any restrictions imposed by the law;

### **5.9. Insurance and Superannuation Schemes**

the establishment or participation in insurance and or superannuation scheme(s) for the benefit of employees or past employees of the Branch; and

### **5.10. Miscellaneous**

to do any other lawful things that may be deemed necessary or convenient in the pursuance of the aims, objects and purposes of the Branch.

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## **6. MEMBERSHIP**

### **6.1. Categories of Membership**

6.1.1 The categories of Full Members are:

- 6.1.1.1. Ordinary Members;
- 6.1.1.2. Family Members;
- 6.1.1.3. Pensioner Members; and
- 6.1.1.4. Life Members.

6.1.2 The categories of Associate Members are:

- 6.1.2.1. Junior Members; and
- 6.1.2.2. Honorary Members.

## **6.2. Criteria for Ordinary Members**

The criteria for admission as an Ordinary Member of the Branch are to:

- 6.2.1 be eighteen (18) years of age or above;
- 6.2.2 complete and submit an application, in a form approved by the National Association or the NSW Association, either in printed or electronic form to the National Association or the NSW Association, as appropriate at the time of application;
- 6.2.3 attach payment or evidence of payment of the Prescribed Subscription of an Ordinary Member as current at that time;
- 6.2.4 not be in Bad Financial Standing;
- 6.2.5 not already be an Individual Member of another Member Branch;
- 6.2.6 not presently be suspended or previously expelled from the membership of any Member Branch of the Organisation unless the process set out in subclause 12.18.3 below has been completed;
- 6.2.7 not have disciplinary proceedings undergoing or suspended against them by any Member Branch or the NSW Association;
- 6.2.8 not have been convicted of an offence under the Firearms Laws in the previous ten (10) years; and
- 6.2.9 not have been convicted of an indictable offence in the previous ten (10) years that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise).

## **6.3. Criteria for Family Members**

The criteria for admission as a Family Member of the Branch are the same as those for an Ordinary Member as contained in clause 6.2 above save that:

- 6.3.1 the individual is a member of the immediate family of an Ordinary Member and resides at the same address as that Ordinary Member; and
- 6.3.2 the relevant Prescribed Subscription is that of a Family Member.

## **6.4. Criteria for Pensioner Members**

The criteria for admission as a Pensioner Member of the Branch are the same as those for an Ordinary Member as contained in clause 6.2 above save that:

- 6.4.1 the individual is a current holder of a Pensioner or Veterans Affairs Concession Card from the Commonwealth Government; and

6.4.2 the relevant Prescribed Subscription is that of a Pensioner Member.

## **6.5. Conferral of Life Membership**

6.5.1 The Branch may, by resolution of the Full Members in annual general meeting, confer Life Membership of the Branch on a Full Member.

6.5.2 Any vote on a resolution to confer Life Membership of the Branch on an Individual Member must be by secret ballot.

6.5.3 The Branch must recognise as a Life Member of the Branch:

6.5.3.1. an Individual Member who has been conferred life membership of the NSW Association as also a Life Member of the Branch; and

6.5.3.2. an Individual Member who has been conferred life membership of the National Association as also a Life Member of the Branch.

6.5.4 For the avoidance of doubt, an Individual Member does not become a Life Member of the Branch for the purposes of this Constitution if:

6.5.4.1. the Individual Member is a Member For Life and is not conferred a Life Membership of the Branch under this clause 6.5; or

6.5.4.2. the Individual Member has been conferred a Life Membership of another Member Branch or another entity of the Organisation other than the National Association or the NSW Association.

## **6.6. Criteria for Junior Members**

The criteria for admission as a Junior Member of the Branch are the same as those for an Ordinary Member as contained in clause 6.2 above save that:

6.6.1 the individual is under eighteen (18) years of age;

6.6.2 the relevant Prescribed Subscription is that of a Junior Member; and

6.6.3 the membership application is signed by their parent or guardian with a written guarantee that they are responsible for ensuring the child's compliance with all their obligations as an Individual Member.

## **6.7. Conferral of Honorary Membership**

6.7.1 Given special circumstances, the Committee may resolve to confer Honorary Membership on a natural person, who is not a member of any entity of the Organisation.

- 6.7.2 After the adoption of the resolution of the Committee as referred to in subclause 6.7.1 above, the individual becomes an Honorary Member of the Branch upon the later in time of:
- 6.7.2.1. the conclusion of the meeting of the Committee at which the resolution was adopted; or
  - 6.7.2.2. when the Branch receives written notice from the individual agreeing to become an Honorary Member.
- 6.7.3 The length of time for which a person may be an Honorary Member:
- 6.7.3.1. is at the absolute discretion of the Committee at the time of conferral of membership on the Honorary Member; and
  - 6.7.3.2. must be specified by the Committee at the time of the conferral.
- 6.7.4 For the avoidance of doubt, an Individual Member does not become an Honorary Member if the Individual Member has been conferred an Honorary Membership of another Member Branch or another entity of the Organisation, other than the NSW Association.

**6.8. No Limit on Number of Members**

The number of Individual Members in any category is not limited.

**6.9. Change of Membership Category**

- 6.9.1 An Individual Member automatically and immediately becomes an Ordinary Member in the relevant Membership Year and must begin paying the Prescribed Subscription from the following Membership Year if:
- 6.9.1.1. the Individual Member is a Junior Member and attains the age of eighteen (18) years;
  - 6.9.1.2. the Individual Member is a Pensioner Member and is no longer eligible to remain a Pensioner Member in accordance with the criteria set out in clause 6.4 above; or
  - 6.9.1.3. the Individual Member is a Family Member and is no longer eligible to remain a Family Member in accordance with the criteria as set out in clause 6.3 above.
- 6.9.2 It is a condition of membership that an Individual Member whose circumstances change in a manner described in subclause 6.9.1 above must inform the National Association or the NSW Association in writing with appropriate documentary evidence of the change in circumstances within thirty (30) days of such change.

- 6.9.3 An Individual Member may elect voluntarily to become:
- 6.9.3.1. a Pensioner Member, if the Individual Member becomes eligible in accordance with the criteria set out in clause 6.4 above; or
  - 6.9.3.2. a Family Member, if the Individual Member becomes eligible in accordance with the criteria set out in clause 6.3 above,

and the change will take effect upon receipt of confirmation of that change from the National Association or the NSW Association, but the Individual Member is not entitled to a refund of the difference, if any, of the Prescribed Subscription between the two membership categories.

- 6.9.4 An Honorary Member may give notice in writing to the Committee that they wish to become an Ordinary Member, Family Member or Pensioner Member and will become an Individual Member of the relevant category of membership upon payment to the Organisation of the relevant Prescribed Subscription for the relevant membership category and, for that Individual Member their next Membership Year would be deemed to commence on the day payment of the Prescribed Subscription is received in clear funds by the Organisation, subject to the Individual Member being eligible for the chosen membership category under this part 6.
- 6.9.5 Except for conferrals of Life Memberships under clause 6.5 above or as provided for in this clause 6.9, no change of membership category by an Individual Member is permitted.

## **6.10. Admission of New Members**

- 6.10.1 For the avoidance of doubt, as a result of the Branch being a Member Branch of the NSW Association, the Branch has transferred to the NSW Association and/or the National Association, as the case may be, the power to admit new:
- 6.10.1.1. Ordinary Members;
  - 6.10.1.2. Family Members;
  - 6.10.1.3. Pensioner Members; and
  - 6.10.1.4. Junior Members.
- 6.10.2 The power transferred to the NSW Association under subclause 6.10.1 above is transferrable by the NSW Association to another entity within the Organisation, including but not limited to the National Association.



- 6.10.3 Nothing in this Constitution removes from the Branch the exclusive power to confer Life Membership under clause 6.5 above and to confer Honorary Membership under clause 6.7 above.

### **6.11. Transfer of Membership**

- 6.11.1 Save for exceptional circumstances, no Individual Member of another Member Branch may transfer their membership to the Branch except in accordance with this clause 6.11.
- 6.11.2 On receiving a “**Transfer Application**” from the NSW Association for an Individual Member of another Member Branch to transfer their membership to the Branch, the Committee may object to the transfer by giving written notice of the objection to the NSW Association within two (2) months of the date of receipt of the Transfer Application.
- 6.11.3 The transfer of membership to the Branch under subclause 6.11.2 above will be effective immediately on the expiry of two (2) months from the date the Transfer Application was received by the Branch, unless the Branch has given notice of its objection to the transfer under subclause 6.11.2 above.
- 6.11.4 No Individual Member may seek to transfer their membership at a time when an unresolved complaint against that Individual Member has been referred to the Branch Disciplinary Panel, the State Disciplinary Panel or the Appeals Panel.
- 6.11.5 In the event that an Individual Member, who has been conferred Life Membership by another Member Branch, applies to transfer their membership to the Branch, and the Transfer Application is not objected to under subclause 6.11.2 above, the Individual Member will be recognised as a Member For Life of the Branch.

### **6.12. Bad Financial Standing**

For the purposes of this Constitution, an individual is deemed to be in Bad Financial Standing with the Organisation if that individual owes a liquidated debt to any entity within the Organisation and demand for the payment of that debt has been made in writing by the relevant entity in the Organisation.

### **6.13. No Further Subscription**

Provided that an Individual Member has paid the relevant Prescribed Subscription to the Organisation, the Branch cannot impose any additional fee, levy or subscription on an Individual Member in that given year as a condition for the Individual Member being able to exercise any of their rights as an Individual Member under this Constitution.

#### **6.14. Maintenance of Membership**

An Individual Member other than an Honorary Member or a Life Member, will remain an Individual Member from Membership Year to Membership Year provided that:

- 6.14.1 the Individual Member continues to meet the criteria set out in this part 6 for admission to their membership category; and
- 6.14.2 the Individual Member has paid the relevant Prescribed Subscription for their current Membership Year to the Organisation.

#### **6.15. Cessation of Membership**

6.15.1 Without limiting the effect of any other provision of this Constitution, an Individual Member ceases to be an Individual Member automatically if they:

- 6.15.1.1. die;
- 6.15.1.2. resign their membership by written notice to the National Association or the NSW Association;
- 6.15.1.3. fail to pay the Prescribed Subscription to the Organisation within three (3) months of the commencement of their current Membership Year;
- 6.15.1.4. are in Bad Financial Standing with the Branch or any other entity of the Organisation;
- 6.15.1.5. are expelled or suspended from the membership of the Branch;
- 6.15.1.6. convicted of an offence under the Firearms Laws; or
- 6.15.1.7. are convicted of an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the Individual Member is a holder of a firearms licence or otherwise).

6.15.2 No resignation of membership of the Branch is effective except in compliance with this clause 6.15.

6.15.3 An Individual Member who ceases to be an Individual Member, for whatever reason, shall:

- 6.15.3.1. not use any property of the Branch;
- 6.15.3.2. forfeit all rights in and claims upon the Branch and its assets; and

- 6.15.3.3. immediately return to the Branch any documents, records or other property of the Branch in the possession, custody or control of that Individual Member.

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## **7. GENERAL MEETINGS**

### **7.1. Timing of Annual General Meetings**

- 7.1.1 The Branch shall convene an annual general meeting of the Full Members within the period of six (6) months after the end of each Financial Year of the Branch.
- 7.1.2 The Branch shall hold its first annual general meeting within a period of eighteen (18) months of the incorporation of the Branch under the Act.

### **7.2. Location of General Meetings**

- 7.2.1 Subject to subclause 7.2.2 below, all general meetings, including annual general meetings and special general meetings, must be held within thirty kilometres (30 km) of the post office of the locality with the same name as contained in the name of the Branch or, in the event that the name of the Branch does not contain a locality or contains more than one (1) locality, the post office nearest to the place where the Branch had its first annual general meeting.
- 7.2.2 A general meeting may be held at any venue if the Full Members have by ordinary resolution, in an earlier general meeting of the Branch, agreed to have a specific general meeting or all of their subsequent general meetings at that location as long as it is practicable to do so, in which case the Branch must hold such general meeting(s) at that location.

### **7.3. Calling of Annual General Meetings**

- 7.3.1 The annual general meeting of the Branch shall, subject to the Act, and this Constitution, be convened at such location, venue, date and time as determined by the Committee.
- 7.3.2 In addition to any other business which may be transacted at an annual general meeting, the business of the annual general meeting shall be:
- 7.3.2.1. to confirm the minutes of the last preceding annual general meeting and of any and all special general meetings held since that annual general meeting;
- 7.3.2.2. to receive from the Committee reports upon the activities of the Branch during the last preceding Financial Year, including a report on the finances of the Branch;

- 7.3.2.3. to elect the Committee Members;
- 7.3.2.4. to receive and consider the statements which are required to be submitted to the Full Members pursuant to the Act;
- 7.3.2.5. to appoint an auditor, if required under clause 11.5 below, for the ensuing Financial Year;
- 7.3.2.6. to discuss any agenda items put forward by Full Members in writing at least one (1) month prior to the annual general meeting with explanations of the items;
- 7.3.2.7. to discuss any agenda items put forward by the Committee; and
- 7.3.2.8. to discuss any general business the Full Members wish to raise from the floor.

#### **7.4. Calling of Special General Meetings**

- 7.4.1 The Branch is to convene a special general meeting of the Branch if one is requested:
  - 7.4.1.1. by the Committee; or
  - 7.4.1.2. in writing by:
    - 7.4.1.2.1. five percent (5%) of the total number of Full Members, if the Branch has less than one thousand (1,000) Individual Members;
    - 7.4.1.2.2. fifty (50) Full Members if the Branch has at least one thousand (1,000) but less than ten thousand (10,000) Individual Members; and
    - 7.4.1.2.3. one hundred and fifty (150) Full Members if the Branch has at least ten thousand (10,000) Individual Members.
- 7.4.2 A request under paragraph 7.4.1.2 above by the Full Members for a special general meeting must:
  - 7.4.2.1. state the purpose(s) of the meeting;
  - 7.4.2.2. be signed by the requisite number of Full Members, as required under subclause 7.4.1.2 above, making the request; and
  - 7.4.2.3. be lodged with either the Secretary or the President.

- 7.4.3 If the original of the request containing the signatures of the Full Members is not lodged with either the Secretary or the President, the request under subclause 7.4.2 above must state the address and the contact details of a contact person by which the Committee may, on at least two (2) days' notice, inspect the original request.
- 7.4.4 If the Committee fails to give notice of a special general meeting within one (1) month after the date (the "**SGM Request Date**") on which a request under paragraph 7.4.2 above is lodged with the Committee, for a special general meeting to be held within two (2) months from the SGM Request Date, any one or more of the Full Members who made the request for a special general meeting may give written notice within two (2) months of the SGM Request Date to each of the Full Members of a special general meeting of the Branch, to be held no earlier than three (3) months and no later than four (4) months after the SGM Request Date.
- 7.4.5 Notice of a special general meeting called by the Full Members under paragraph 7.4.1.2 above is to be given by the NSW Association on behalf of the said Full Members, the cost of which will be charged to the Branch.
- 7.4.6 The Full Members who incur an expense arising from convening a special general meeting under subclause 7.4.4 above are entitled to be reimbursed by the Branch for any reasonable expense so incurred.
- 7.4.7 A special general meeting convened by the Full Members under subclause 7.4.4 above shall be convened as nearly as is practicable in the same manner as general meetings convened by the Committee.

## **7.5. Notice of General Meetings**

- 7.5.1 Except where the nature of business proposed to be dealt with at a general meeting requires a Special Resolution or an Extraordinary Special Resolution, the Secretary shall, at least fourteen (14) days before the date fixed for the holding of the general meeting, cause to be sent to each Individual Member, in the manner prescribed in clause 17.1 below, a notice specifying the location, venue, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 7.5.2 Where the nature of the business proposed to be dealt with at the general meeting requires:
- 7.5.2.1. a Special Resolution; or
- 7.5.2.2. an Extraordinary Special Resolution,
- the Secretary shall, at least twenty-one (21) days before the date fixed for the holding of the general meeting, cause notice to be sent to each

Individual Member in the manner provided in subclause 7.5.1 above in addition to the intention to propose the resolution.

- 7.5.3 In the case of an annual general meeting, notice shall be given in accordance with subclause 7.5.1 above except that it must be sent at least twenty-one (21) days before the date fixed for the annual general meeting.
- 7.5.4 In the case of a special general meeting, no business other than that specified in the notice under subclauses 7.5.1 and 7.5.2 above shall be transacted at that special general meeting.
- 7.5.5 Subject to subclause 7.5.2 above, a Full Member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary, who shall include that business in the next notice calling a general meeting after receipt of the notice from the Full Member.
- 7.5.6 In the case of an annual general meeting or special general meeting, the notice given convening it must specify as such.

#### **7.6. Presiding at General Meetings**

At any general meeting of the Branch:

- 7.6.1 the President is to preside;
- 7.6.2 if the President is absent or unwilling to preside, the Senior Vice President is to preside;
- 7.6.3 if the President and the Senior Vice President are absent or unwilling to preside, the Junior Vice President is to preside;
- 7.6.4 if the President and the Vice Presidents are absent or unwilling to preside, the Full Members present will elect one of their number to preside at the general meeting; and
- 7.6.5 if all of the above fails, the general meeting is deemed not to have a quorum for the purposes of clause 7.7 below.

#### **7.7. Quorum of General Meetings**

- 7.7.1 No item of business shall be transacted at a general meeting unless a quorum of Full Members is present during the time the meeting is considering that item.
- 7.7.2 The quorum of any general meeting of the Branch is no less than the following:

- 7.7.2.1. five percent (5%) of the total number of Full Members if the Branch has less than one thousand (1,000) Individual Members at the time of the general meeting;
  - 7.7.2.2. fifty (50) Full Members if the Branch has at least one thousand (1,000) but less than ten thousand (10,000) Individual Members at the time of the general meeting; and
  - 7.7.2.3. one hundred and fifty (150) Full Members if the Branch has at least ten thousand (10,000) Individual Members at the time of the general meeting.
- 7.7.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting is to stand adjourned to the same day in the following week at the same time and at the same place or, if this is not practical, on the same day in the following week and at a time and place as close as practicable to the time and place of the inquorate meeting.
- 7.7.4 If, at the meeting that has been adjourned under subclause 7.7.3 above a quorum is not present within half an hour after the time appointed for the commencement of the adjourned meeting, the meeting is dissolved.
- 7.7.5 In the case of a special general meeting convened by the Full Members under paragraph 7.4.1.2 above, the quorum must include a minimum of fifty percent (50%) of the Full Members who made the request to convene the special general meeting.

## **7.8. Procedure of General Meetings**

- 7.8.1 For the purposes of this part 7, where there is a reference to the Secretary at a time when the Branch does not have a Secretary or when the Secretary is not available, the reference to the Secretary will be a reference to the President.
- 7.8.2 An audio or video recording of all or any part of a general meeting may only be made by the Secretary solely for the purposes of minute taking, provided a resolution approving the making of such a recording at each specific general meeting has been passed by the Full Members.
- 7.8.3 If any recording is made pursuant to subclause 7.8.2 above:
- 7.8.3.1. the Secretary must maintain possession of the recording;
  - 7.8.3.2. the recording must not be destroyed before ratification of the minutes of the recorded general meeting; and

7.8.3.3. the recording must be destroyed immediately following ratification of the minutes of the recorded general meeting.

7.8.4 Any recording made pursuant to subclause 7.8.2 above remains the property of the Branch at all times and, if the Secretary is no longer in office, they must return such recording and all copies thereof to the President within fourteen (14) days of the date on which the person ceases to be the Secretary.

7.8.5 In the case of doubt or difficulty, provided there is not conflict with this Constitution, meeting procedures shall be as per Renton's.

## **7.9. Adjournment of General Meetings**

7.9.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of the Full Members present, adjourn the meeting to a date, time and place to be determined, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the general meeting at which the adjournment took place.

7.9.2 Where a general meeting is adjourned for fourteen (14) days or more, the Secretary shall give written notice of the adjourned meeting to all of the Individual Members.

7.9.3 Subject to subclause 7.9.2 above, notice of an adjourned meeting is not required to be given to the Individual Members.

## **7.10. Decision-Making and Voting at General Meetings**

7.10.1 Subject to this clause 7.10, clause 7.13 and subclause 8.1.4 below, the Full Members have the power to determine any question before a general meeting.

7.10.2 Any question before a general meeting, other than one relating to the discipline of Individual Members, may be put by any Full Member, provided that any such motion is seconded by another Full Member.

7.10.3 A question arising at a general meeting shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll or secret ballot is demanded, the question is resolved by the chairperson that a resolution has, on a show of hands:

7.10.3.1. been carried unanimously;

7.10.3.2. carried by a particular majority; or

7.10.3.3. lost,



and entry to that effect in the minute book of the Branch is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 7.10.4 At any general meeting, a poll may be demanded by the chairperson or any Full Member present on any specific question.
- 7.10.5 At any general meeting, a secret ballot may be demanded by the chairperson or by not less than three (3) Full Members present in person on any specific question.
- 7.10.6 Where a poll or secret ballot is demanded at a general meeting, the poll or secret ballot shall be taken immediately by the chairperson and the resolution of the poll or secret ballot on the question shall be deemed to be the resolution of the meeting on that matter.
- 7.10.7 The result of a poll or secret ballot, including the number of votes cast, shall be announced by the chairperson.
- 7.10.8 The Full Members, and only the Full Members, may cast one (1) vote each on every question put before a general meeting.
- 7.10.9 All votes at a general meeting are to be given personally by the Full Member and, for the avoidance of doubt, proxy voting is not permitted at any general meeting of the Branch.
- 7.10.10 The chairperson at the general meeting has a vote and, in the case of an equality of votes on a question at a general meeting, the chairperson is entitled to exercise a second or casting vote.
- 7.10.11 Any Individual Member who may have a material or pecuniary interest in, or any other conflict of interest in relation to the question being considered must:
- 7.10.11.1. declare such interest to the meeting;
  - 7.10.11.2. absent themselves from the meeting during the relevant debate and vote; and
  - 7.10.11.3. refrain from exercising any vote in respect of that particular question being considered.
- 7.10.12 A resolution adopted by a general meeting is not invalid on the basis that the resolution was adopted without a quorum being present if and only if this was the direct result of compliance with subclause 7.10.11 above.
- 7.10.13 No Full Member in Bad Financial Standing may vote.

### **7.11. Special Resolutions**

Subject to the Act and clause 7.13 below, a Special Resolution is adopted if:

- 7.11.1 notice of the general meeting given not less than twenty-one (21) days from the date of the general meeting specifying the intention to propose the resolution as a Special Resolution was given in accordance with the Act and this Constitution;
- 7.11.2 a majority of votes comprising not less than seventy-five percent (75%) of the total number of votes of the Full Members present and voting at the general meeting has voted in favour of the Special Resolution; and
- 7.11.3 the chairperson declares the result of the resolution being put to the vote pursuant to subclause 7.10.3 above.

### **7.12. Extraordinary Special Resolutions**

Subject to the Act and clause 7.13 below, an Extraordinary Special Resolution is adopted if:

- 7.12.1 notice of the general meeting given not less than twenty-one (21) days from the date of the general meeting specifying the intention to propose the resolution as an Extraordinary Special Resolution was given in accordance with the Act and this Constitution;
- 7.12.2 a majority of votes comprising not less than ninety percent (90%) of the total number of votes of the Full Members present and voting at the general meeting has voted in favour of the Extraordinary Special Resolution; and
- 7.12.3 the chairperson declares the result of the resolution being put to the vote pursuant to subclause 7.10.3 above.

### **7.13. Directions from the Regulatory Authority**

If it is found to be impossible or impractical for a required Special Resolution or Extraordinary Special Resolution to be adopted, the Committee may act in accordance with any directions by the Registry of Cooperatives and Associations of New South Wales or any relevant regulatory authority in relation to the matter.

### **7.14. Postal Ballots**

- 7.14.1 The Branch may, by Special Resolution of the Full Members in general meeting, agree for the Committee to be able to propose resolutions, including Special Resolutions and Extraordinary Special Resolutions, to be adopted by postal ballot, in which case any such postal ballot must be conducted in accordance with this clause 7.14.

For the avoidance of doubt, no resolution may be adopted by postal ballot if:

- 7.14.1.1. the Special Resolution referred to in this subclause 7.14.1 has not been adopted by the Full Members in general meeting; or
  - 7.14.1.2. the Full Members in general meeting have resolved by Special Resolution to rescind a Special Resolution adopted under this subclause 7.14.1.
- 7.14.2 For the avoidance of doubt, the Branch cannot adopt a Special Resolution under subclause 7.14.1 above that would allow anybody other than the Committee to propose resolutions to be adopted by postal ballot.
- 7.14.3 Questions involving elections or disciplinary matters cannot be determined by postal ballot.
- 7.14.4 A resolution approved by the requisite majority of the Full Members voting by such postal ballot has the same force and effect as such a resolution would have if carried by such a majority at a duly constituted general meeting or special general meeting of the Branch.
- 7.14.5 Postal ballots may be conducted by ordinary post, registered post, facsimile transmission or email or by a combination of the above.
- 7.14.6 For the conduct of a postal ballot, the Committee is to send to all Full Members the ballot papers, including the voting form, particulars of the business in relation to the resolution, an explanation of the voting procedure and notice of the closing date of the postal ballot, which must be no less than twenty-one (21) days from the date of the dispatch of the ballot papers.
- 7.14.7 Any voting form received after 5:00 pm on the closing date of a postal ballot is deemed to be invalid and must not be counted.
- 7.14.8 Postal ballots are to be conducted in accordance with the Act.

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## **8. MANAGEMENT**

### **8.1. Management by Committee**

- 8.1.1 The Committee is responsible for the management of the internal affairs of the Branch.
- 8.1.2 Without limiting the effect of any other provision of this Constitution, the Committee is responsible for ensuring the Branch's continuing compliance with:

- 8.1.2.1. the State Constitution;
  - 8.1.2.2. the Act;
  - 8.1.2.3. this Constitution; and
  - 8.1.2.4. all applicable laws and regulations, in particular the Firearms Laws.
- 8.1.3 Without limiting the general application of the duties contained in the Act and this Constitution, the Committee must observe and adhere to the Code of Conduct.
- 8.1.4 The Committee must reasonably comply with any resolution of the Full Members in general meeting except where compliance with the resolution would:
- 8.1.4.1. cause the Branch to breach this Constitution;
  - 8.1.4.2. cause the Committee to breach this Constitution;
  - 8.1.4.3. be unlawful;
  - 8.1.4.4. contravene a law or regulation applicable to the Branch and/or the Committee;
  - 8.1.4.5. affect the status of the Branch under the Tax Acts;
  - 8.1.4.6. cause or be reasonably likely to cause the Branch to be insolvent; or
  - 8.1.4.7. be financially imprudent to do so.

## **8.2. Powers of the Committee**

- 8.2.1 Subject to the Act and this Constitution, the Committee may:
- 8.2.1.1. control and manage the affairs of the Branch;
  - 8.2.1.2. exercise all such functions that are not required by the Act or the Constitution to be exercised by the Full Members in general meeting;
  - 8.2.1.3. perform all such acts and do all such things as deemed necessary, reasonable and/or appropriate by the Committee to be desirable for the proper management of the affairs of the Branch; and
  - 8.2.1.4. perform all such acts and do all such things as deemed necessary, reasonable and/or appropriate by the Committee to be desirable for the attainment or

furtherance of the aims, objects and purposes of the Branch.

- 8.2.2 All of the powers of the Branch as contained in part 5 of this Constitution may be exercised by the Committee provided that such exercise of power is not required by the Act or the Constitution to be exercised by the Full Members in general meeting.
- 8.2.3 The powers of the Branch, including but not limited to those of the Committee, may be exercised by the President in between meetings of the Committee, save that any power so exercised by the President is subject to confirmation and ratification by the Committee at the immediately subsequent meeting of the Committee.
- 8.2.4 When the President exercises a power of the Branch or of the Committee under subclause 8.2.3 above, the President must inform any interested third party that such exercise of power by the President is subject to confirmation and ratification by the Committee.

### **8.3. Duties of the Secretary**

- 8.3.1 The Secretary shall, as soon as practicable after being elected as Secretary, lodge notice with the Branch of his or her address.
- 8.3.2 It is the duty of the Secretary to keep minutes of:
  - 8.3.2.1. all appointments of Committee Members and persons on the Committee;
  - 8.3.2.2. the names of Committee Members present at a Committee meeting or the names of Individual Members present at a general meeting; and
  - 8.3.2.3. all proceedings at Committee meetings and general meetings.
- 8.3.3 The Secretary shall ensure that the minutes of proceedings at a meeting are signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting following a resolution confirming the minutes as being correct.
- 8.3.4 The Secretary shall attend to the correspondence of the Branch and all other duties as directed by the Committee.

### **8.4. Duties of the Treasurer**

- 8.4.1 It is the duty of the Treasurer to ensure that:
  - 8.4.1.1. ensure that all moneys due to the Branch are collected and that all payments authorised by the Branch are made;

8.4.1.2. the correct books and accounts are kept showing the financial affairs of the Branch, including full details of all receipts and expenditures connected with the activities of the Branch; and

8.4.1.3. financial statements, prepared in accordance with the Act and all applicable accounting standards, are presented at each annual general meeting of the Branch.

## **8.5. Duties of the Public Officer**

8.5.1 The Public Officer shall be appointed from one of the Committee to carry out all the duties required by this Constitution and the Act.

8.5.2 The Public Officer must be over the age of eighteen (18) years and reside in New South Wales.

8.5.3 It is the responsibility of the Committee to appoint the Public Officer and ensure that the position does not remain vacant for more than twenty-eight (28) days.

## **8.6. Conduct of Committee Meetings**

8.6.1 The Committee shall meet at least three (3) times in each period of twelve (12) months at such place and time as the Committee may determine for its convenience.

8.6.2 Additional meetings of the Committee may be convened at the request of the President or by any Committee Member.

8.6.3 Written notice of a meeting of the Committee must be given by the Secretary to each Committee Member at least seven (7) days or such other shorter period as may be unanimously agreed upon by the Committee, before the time appointed for the holding of the meeting.

8.6.4 Notice of a meeting of the Committee given under subclause 8.6.3 above must specify the general nature of the business to be transacted at that meeting and no business other than that business shall be transacted at the meeting unless unanimously agreed to otherwise by the Committee Members present at the meeting.

8.6.5 Subject to subclause 8.6.8 below, any three (3) Committee Members or seventy percent (70%) of Committee Members, whichever is greater, constitute a quorum for the transaction of the business at a meeting of the Committee.

8.6.6 No business shall be transacted by the Committee unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting stands adjourned to the same place and at the same time in the following week and the

President or the Secretary must inform all Committee Members of the adjournment. If it is not possible to adjourn the meeting to the same place at the same time in the following week for practical reasons, the meeting shall be adjourned to a date, time and place within two (2) weeks of the time appointed for the meeting as agreed to by the Committee Members present.

8.6.7 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.

8.6.8 At a meeting of the Committee:

8.6.8.1. the President shall preside;

8.6.8.2. if the President is absent or otherwise unwilling or unable to preside, the Senior Vice President shall preside;

8.6.8.3. if the President and Senior Vice President are absent or otherwise unwilling or unable to preside, the Junior Vice President shall preside; and

8.6.8.4. if the President and both Vice Presidents are absent or otherwise unwilling or unable to preside, it shall be deemed that there is no quorum present.

8.6.9 No audio or video recording of all or any part of a meeting of the Committee may be made without the unanimous consent of all Committee Members present at each specific meeting.

8.6.10 If any recording is made pursuant to subclause 8.6.9 above:

8.6.10.1. the Secretary must maintain possession of the recording;

8.6.10.2. such recording is made solely for the purpose of minute taking of the recorded meeting;

8.6.10.3. the recording must not be destroyed before ratification of the minutes of the recorded meeting; and

8.6.10.4. the recording must be destroyed immediately after ratification of the minutes of the recorded meeting.

8.6.11 Any recording made pursuant to subclause 8.6.9 above remains the property of the Branch at all times and, if the Secretary is no longer in office, they must return such recording and all copies thereof to the President within fourteen (14) days of the date on which the person ceases to be the Secretary.

8.6.12 The conduct of meetings and on procedural matters, the Committee is to have regard to Renton's except that, in the event of any inconsistency between Renton's and this Constitution, the provisions of this Constitution would prevail.

## **8.7. Decisions of and Voting on the Committee**

8.7.1 Questions arising at meetings of the Committee shall be determined by a majority of votes only by Committee Members present at the meeting.

8.7.2 No proxy voting is permitted on the Committee.

8.7.3 Subject to subclause 8.7.7 below, each Committee Member present at a meeting of the Committee, including the person presiding at the meeting is entitled to one (1) vote.

8.7.4 In the event of an equality of votes on any question, the person presiding at the meeting may exercise a second or casting vote.

8.7.5 The Committee may act notwithstanding any casual vacancy on the Committee at the time of the resolution.

8.7.6 Subject to subclause 8.7.7 below, any act or thing done or suffered, or purported to have been done or suffered by the Committee is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Committee Member.

8.7.7 Any person present and entitled to vote at a meeting of the Committee who may have a disciplinary, material or pecuniary interest in, or any other conflict in relation to the matter being considered must:

8.7.7.1. declare such interest to the meeting;

8.7.7.2. absent themselves from the meeting during the relevant debate and the vote; and

8.7.7.3. refrain from exercising any vote in respect of that particular matter being considered.

8.7.8 A resolution adopted by the Committee is not invalid on the basis that the resolution was adopted without a quorum being present if and only if this was the direct result of compliance with subclause 8.7.7 above.

## **8.8. Postal Votes**

8.8.1 Any resolution, except those dealing with casual vacancies and disciplinary matters, may be submitted to the vote of the Committee



by means of a postal ballot, provided it has been moved and seconded by two (2) separate Committee Members.

- 8.8.2 A resolution approved by a majority of the Committee voting by such postal ballot has the same force and effect as such a resolution would have if carried by such a majority at a duly convened meeting of the Committee.
- 8.8.3 Postal ballots may be conducted by ordinary post, registered post, facsimile transmission or email or by a combination of the above.
- 8.8.4 For the conduct of a postal ballot, the Secretary is to send to all Committee Members the ballot papers, including the voting form, particulars of the business in relation to the resolution, an explanation of the voting procedure and notice of the closing date of the postal ballot, which must be no less than seven (7) days from the date of the dispatch of the ballot papers.
- 8.8.5 Any voting form received after 5:00 pm on the closing date of a postal ballot is deemed to be invalid and must not be counted.
- 8.8.6 Postal ballots are to be conducted in accordance with the Act.

## **8.9. Disclosure of Interests**

- 8.9.1 The nature of the interest of a Committee Member relevant to any matter to be considered by the Committee must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration.
- 8.9.2 If a Committee Member becomes interested in a matter after it is made or entered into by the Committee, the declaration of the interest must be made by that Committee Member at the first meeting of the Committee held after the Committee Member becomes so interested.
- 8.9.3 Any disclosure given by a Committee Member in accordance with this clause 8.9 must be recorded in the minutes of the relevant Committee meeting.
- 8.9.4 Nothing in this clause 8.9 reduces or removes any obligation of a Committee Member under subclause 8.7.7 above.

## **8.10. Indemnity for the Committee**

- 8.10.1 To the extent that there is no insurance coverage, every Committee Member is indemnified out of the funds of the Branch against any liability incurred in the proper discharge of any duty or function undertaken on behalf of the Branch and in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the member or in which the member is acquitted.

- 8.10.2 No Committee Member is responsible for:
- 8.10.2.1. any other Committee Member;
  - 8.10.2.2. for any Committee Member by the insufficiency or deficiency of value of, or title to any property or security acquired or taken on behalf of the Branch; or
  - 8.10.2.3. anything done in the execution of their duties of their offices or in relation thereto, or otherwise than their own wilful or reckless act or default.

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## **9. COMMITTEE MEMBERS AND THE CONDUCT OF ELECTIONS**

### **9.1. Composition of the Committee**

- 9.1.1 Subject to subclause 9.1.5 below, the Committee at any time comprises the Committee Members.
- 9.1.2 The Executive at any time comprises:
- 9.1.2.1. the President;
  - 9.1.2.2. the Senior Vice President;
  - 9.1.2.3. the Junior Vice President;
  - 9.1.2.4. the Secretary; and
  - 9.1.2.5. the Treasurer.
- 9.1.3 Subject to subclause 9.1.6 below, the Committee at any time comprises:
- 9.1.3.1. the Executive;
  - 9.1.3.2. the other Committee Members who occupy positions as determined by the Full Members in annual general meeting from year to year, provided that there are a minimum of three (3) positions on the Committee that are not positions of the Executive.
- 9.1.4 Subject to subclause 9.1.5 below, no single person may occupy two (2) or more positions on the Committee at the same time.
- 9.1.5 The offices of the Secretary and the Treasurer may be held by the same person at any given time.

- 9.1.6 If a Special Resolution under clause 9.4 below has been adopted, then the Full Members in annual general meeting may only determine the Committee positions for the following year and not the current year.

## **9.2. Restrictions on Committee Members**

- 9.2.1 A person is not eligible to be nominated or elected to the Committee and, if elected to the Committee, must resign from the Committee in writing with immediate effect if:

- 9.2.1.1. the person is not or ceases to be a Full Member;
- 9.2.1.2. the person is convicted of an offence under the Act;
- 9.2.1.3. the person is convicted of an offence under the Firearms Laws;
- 9.2.1.4. the person is convicted of an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise);
- 9.2.1.5. the person is an undischarged bankrupt under the *Bankruptcy Act 1966* (Cth);
- 9.2.1.6. the person is an employee of the Branch, the NSW Association or any other entity of the Organisation;
- 9.2.1.7. the person holds elected public office:
- 9.2.1.7.1. of the Parliament of New South Wales; or
- 9.2.1.7.2. of the Parliament of the Commonwealth of Australia;
- 9.2.1.8. the person is in Bad Financial Standing; or
- 9.2.1.9. the person has brought court proceedings against the Branch or any other entity of the Organisation and at the time the proceedings remain unresolved in court.

- 9.2.2 Further to subclause 9.2.1 above, a person is not eligible to be nominated or elected to the Committee without disclosure of the relevant details to the annual general meeting or the special general meeting, which must then by separate vote by secret ballot approve that person's nomination immediately before the election, if:

- 9.2.2.1. the person holds an executive, committee or other office with one or more Other Shooting Organisations;

- 9.2.2.2. the person holds any office with any organisation, other than a registered political party, that in the opinion of the Committee opposes the aims, objects or purposes of the Branch;
  - 9.2.2.3. the person holds elected public office at the local government level in New South Wales;
  - 9.2.2.4. the person is engaged in or has material interests in the firearms or allied trades, whether directly or indirectly; or
  - 9.2.2.5. the person is employed by or appointed to any governmental or non-governmental body directly involved in the regulation of firearms in New South Wales, except for police officers.
- 9.2.3 If any of the events of subclause 9.2.2 above occurs in relation to any elected Committee Member, the Committee Member may not continue to hold office unless:
- 9.2.3.1. after disclosure of the relevant details to the Committee within three (3) months of the event, the Committee resolves that the Committee Member may continue to hold office; and
  - 9.2.3.2. if that Committee Member's term does not expire at the subsequent annual general meeting, the decision of the Committee is ratified at that meeting by secret ballot.

### **9.3. Term and Nature of Offices**

- 9.3.1 The term of any elected Committee Member commences on the conclusion of the elections at the annual general meeting or special general meeting at which that Committee Member was elected.
- 9.3.2 Subject to subclause 9.3.3 below each Committee Member is to hold office until the conclusion of the elections at the immediately following annual general meeting.
- 9.3.3 The term of office for the Committee Members can be varied if the Full Members in general meeting have by Special Resolution agreed to vary the term for a specific position or all positions.
- 9.3.4 Committee Members are eligible for re-election.
- 9.3.5 Service as a Committee Member is honorary and voluntary and no Committee Member may be paid, either directly or indirectly and either in cash or in kind, for any services rendered as a Committee Member unless the Full Members at a specific general meeting have

by ordinary resolution agreed to pay an honorarium to specific Committee Members for the preceding year.

**9.4. Branch to Choose Method of Nominations**

Nominations for elections of Committee Members and the Branch Disciplinary Panel are to be done in accordance with clause 9.5 below unless the Full Members resolve by Special Resolution at an annual general meeting that:

- 9.4.1 all subsequent nominations of Committee Members and the Branch Disciplinary Panel are to be conducted in accordance with clause 9.6 below so that nominations must be submitted in writing prior to the annual general meeting or special general meeting; or
- 9.4.2 all subsequent nominations of Committee Members and the Branch Disciplinary Panel are to be conducted in accordance with clause 9.7 below so that nominations must be submitted in writing prior to the annual general meeting or special general meeting and only in the absence of nominations for a specific position that nominations may then be accepted from the floor of the meeting.

**9.5. Default Nomination Process (From the Floor Only)**

- 9.5.1 The annual general meeting or the special general meeting, as the case may be, is to appoint a Returning Officer and, if deemed necessary and appropriate assistants to the Returning Officer, who:
  - 9.5.1.1. are not existing Committee Members or members of the Branch Disciplinary Panel;
  - 9.5.1.2. will not be eligible for nomination or election as Committee Members or to the Branch Disciplinary Panel at that annual general meeting or special general meeting as a result of their appointment; and
  - 9.5.1.3. are Full Members of the Branch.
- 9.5.2 It is the responsibility of the Returning Officer to:
  - 9.5.2.1. preside over the annual general meeting or special general meeting during the election of the Committee Members and the Branch Disciplinary Panel;
  - 9.5.2.2. call for nominations for candidates to fill the vacant positions on the Committee and the Branch Disciplinary Panel; and
  - 9.5.2.3. conduct the elections of the Committee and the Branch Disciplinary Panel.

9.5.3 Nominations of candidates to fill the vacant positions on the Committee and the Branch Disciplinary Panel:

- 9.5.3.1. are to be called for by the Returning Officer individually;
  - 9.5.3.1.1. for each position on the Executive in the order listed in subclause 9.1.2 above; then
  - 9.5.3.1.2. for each position on the Committee that are not positions on the Executive; then
  - 9.5.3.1.3. for each position on the Branch Disciplinary Panel;
- 9.5.3.2. can only be accepted after a candidate, who must be a Full Member at the time of the annual general meeting or special general meeting:
  - 9.5.3.2.1. has been nominated by one Full Member;
  - 9.5.3.2.2. has had their nomination seconded by another Full Member;
  - 9.5.3.2.3. has indicated their acceptance of the nomination either in person or in writing to the meeting; and
  - 9.5.3.2.4. has indicated that they are not restrained from being nominated or elected to the Committee or Branch Disciplinary Panel by the restrictions imposed under clause 9.2 above or clause 12.5 below, as appropriate.

## **9.6. Nomination Process (Prior Written Nominations Only)**

9.6.1 No less than one (1) month before the annual general meeting or special general meeting at which elections of Committee Members and the Branch Disciplinary Panel are to be conducted, the Committee is to appoint a Returning Officer and, if deemed necessary and appropriate assistants to the Returning Officer, who:

- 9.6.1.1. are not existing Committee Members or members of the Branch Disciplinary Panel;
- 9.6.1.2. will not be eligible for nomination or election as Committee Members or to the Branch Disciplinary Panel at that annual general meeting or special general meeting as a result of their appointment; and
- 9.6.1.3. are Full Members of the Branch.

- 9.6.2 It is the responsibility of the Returning Officer to:
- 9.6.2.1. preside over the annual general meeting or special general meeting during the election of the Committee Members and the Branch Disciplinary Panel;
  - 9.6.2.2. call for nominations for candidates to fill the vacant offices on the Committee and the Branch Disciplinary Panel; and
  - 9.6.2.3. conduct the elections of the Committee and the Branch Disciplinary Panel.
- 9.6.3 Nominations of candidates to fill the vacant offices on the Committee and the Branch Disciplinary Panel:
- 9.6.3.1. are to be called for by the Returning Officer in writing with the notice of the annual general meeting or the special general meeting sent to the Individual Members; and
  - 9.6.3.2. can only be accepted after a candidate, who must be a Full Member at the time of the annual general meeting or special general meeting:
    - 9.6.3.2.1. has been nominated by one Full Member;
    - 9.6.3.2.2. has had their nomination seconded by another Full Member;
    - 9.6.3.2.3. has indicated their acceptance of the nomination by signing and dating the form contained in Schedule 2 or Schedule 3 to this Constitution, as appropriate;
    - 9.6.3.2.4. has indicated that they are not restrained from being nominated or elected to the Committee or Branch Disciplinary Panel by the restrictions imposed under clause 9.2 above and clause 12.5 below, as appropriate; and
    - 9.6.3.2.5. has submitted their nomination, using the form contained in Schedule 2 or Schedule 3 to this Constitution, as appropriate, to the Returning Officer in a manner stipulated in the notice of the meeting at least seven (7) days before the meeting.

**9.7. Nomination Process (Nominations from the Floor only if No Prior Written Nominations Received)**

9.7.1 No less than one (1) month before the annual general meeting or special general meeting at which elections of Committee Members and the Branch Disciplinary Panel are to be conducted, the Committee is to appoint a Returning Officer and, if deemed necessary and appropriate assistants to the Returning Officer, who:

9.7.1.1. are not existing Committee Members or members of the Branch Disciplinary Panel;

9.7.1.2. will not be eligible for nomination or election as Committee Members or to the Branch Disciplinary Panel at that annual general meeting or special general meeting as a result of their appointment; and

9.7.1.3. are Full Members of the Branch.

9.7.2 It is the responsibility of the Returning Officer to:

9.7.2.1. preside over the annual general meeting or special general meeting during the election of the Committee Members and the Branch Disciplinary Panel;

9.7.2.2. call for nominations for candidates to fill the vacant offices on the Committee and the Branch Disciplinary Panel; and

9.7.2.3. conduct the elections of the Committee and the Branch Disciplinary Panel.

9.7.3 Nominations of candidates to fill the vacant offices on the Committee and the Branch Disciplinary Panel:

9.7.3.1. are to be called for by the Returning Officer in writing with the notice of the annual general meeting or the special general meeting sent to the Individual Members; and

9.7.3.2. subject to subclause 9.7.4 below, can only be accepted after a candidate, who must be a Full Member at the time of the annual general meeting or special general meeting:

9.7.3.2.1. has been nominated by one Full Member;

9.7.3.2.2. has had their nomination seconded by another Full Member;



- 9.7.3.2.3. has indicated their acceptance of the nomination by signing and dating the form contained in the Schedule 2 or Schedule 3 to this Constitution, as appropriate;
  - 9.7.3.2.4. has indicated that they are not restrained from being nominated or elected to the Committee or Branch Disciplinary Panel by the restrictions imposed under clause 9.2 above and 12.5 below, as appropriate; and
  - 9.7.3.2.5. has submitted their nomination, using the form contained in Schedule 2 or Schedule 3 to this Constitution, as appropriate, to the Returning Officer in a manner stipulated in the notice of the meeting at least seven (7) days before the meeting.
- 9.7.4 If no nominations were received by the Returning Officer for any specific position on the Committee or the Branch Disciplinary Panel in accordance with paragraph 9.7.3.2 above, then nominations for that position:
- 9.7.4.1. are to be called for by the Returning Officer individually at the annual general meeting or the special general meeting from the floor;
  - 9.7.4.2. can only be accepted after a candidate, who must be a Full Member at the time of the annual general meeting or special general meeting:
    - 9.7.4.2.1. has been nominated by one Full Member;
    - 9.7.4.2.2. has had their nomination seconded by another Full Member;
    - 9.7.4.2.3. has indicated their acceptance of the nomination either in person to the meeting or by signing the form contained in Schedule 2 or Schedule 3 to this Constitution, as appropriate; and
    - 9.7.4.2.4. has indicated that they are not restrained from being nominated or elected to the Committee or Branch Disciplinary Panel by the restrictions imposed under clause 9.2 above and 12.5 below, as appropriate.

## **9.8. Elections of Committee Members and the Branch Disciplinary Panel**

- 9.8.1 Elections of Committee Members and the Branch Disciplinary Panel are to take place:
- 9.8.1.1. subject to subclause 9.3.3 above, at each annual general meeting of the Branch after the business of the previous annual general meeting has been completed and confirmed and all reports have been made; or
  - 9.8.1.2. at a special general meeting convened under subclause 9.9.3 below, after its agenda has been adopted by the meeting.
- 9.8.2 If no nominations are accepted by the Returning Officer for any given vacant office on the Committee, then such office is deemed to be a casual vacancy as from the conclusion of the annual general meeting or special general meeting.
- 9.8.3 If only one (1) nomination is accepted by the Returning Officer for any given vacant office on the Committee, then the relevant candidate is deemed to be elected.
- 9.8.4 If more than one (1) nomination is accepted by the Returning Officer for any given vacant office on the Committee, a secret ballot shall be held to elect the new Committee Member in accordance with the procedure as set out in Renton's.
- 9.8.5 If more nominations than vacant positions on the Branch Disciplinary Panel are accepted by the Returning Officer, a secret ballot shall be held to elect the members of the Branch Disciplinary Panel in accordance with the procedure as set out in Renton's.
- 9.8.6 Any newly-elected Committee Member must, within fourteen (14) days of being elected to the Committee, declare in writing to the Committee of their acceptance of the Code of Conduct and their agreement to comply with it and such written declarations are to be kept with the register of Committee Members maintained in accordance with clause 14.2 below.

## **9.9. Casual Vacancies on the Committee**

- 9.9.1 For the purpose of this Constitution, a casual vacancy for a position on the Committee occurs if a Committee Member:
- 9.9.1.1. dies;
  - 9.9.1.2. resigns their office by notice in writing given to the Secretary;

- 9.9.1.3. is no longer eligible for office for one or more of the reasons listed under clause 9.2 above;
  - 9.9.1.4. is removed from office under clause 9.10 below;
  - 9.9.1.5. becomes of unsound mind or whose person or estate is at risk of being dealt with in any way under a guardianship law relating to mental health; or
  - 9.9.1.6. in the reasonable opinion of the Committee, is absent from three (3) or more consecutive meetings of the Committee without justified cause.
- 9.9.2 Subject to subclause 9.9.3 below, in the event of a casual vacancy occurring on the Committee, the Committee may appoint a Full Member to fill the vacancy and the Full Member so appointed shall hold office, subject to this Constitution, until the next annual general meeting or special general meeting at which elections are to be held.
- 9.9.3 If five (5) or more casual vacancies, separately or together, have occurred on the Committee between annual general meetings, then a special general meeting shall be called by the Committee to fill such vacancies in accordance with clause 9.8 above.
- 9.9.4 The Committee cannot appoint a Full Member, who has been removed from the Committee under clause 9.10 below in the previous five (5) years, to fill a casual vacancy on the Committee. For the avoidance of doubt, a Full Member who has been removed from the Committee may be nominated and/or elected to the Committee by the Full Members at a subsequent annual general meeting or special general meeting.

#### **9.10. Removal of a Specific Committee Member**

- 9.10.1 Subject to this clause 9.10, the Full Members in special general meeting may by Special Resolution and secret ballot remove any Committee Member from office with immediate effect before the expiration of the person's term and may by ordinary resolution appoint another Full Member to hold office until the next annual general meeting or special general meeting at which elections are to be held.
- 9.10.2 Notice of the proposed resolution to remove the Committee Member for the purpose of subclause 9.10.1 above must be sent with the notice of the special general meeting in accordance with clause 7.5 above.
- 9.10.3 The Committee Member to whom a proposed resolution for the purpose of subclause 9.10.1 above relates must:

- 9.10.3.1. be provided with all relevant materials concerning the case against the Committee Member at the same time as the notice for the special general meeting is given under subclause 9.10.2 above;
  - 9.10.3.2. be invited to attend the proposed special general meeting;
  - 9.10.3.3. be given adequate opportunity to address the proposed special general meeting on any matter of relevance to the proposed resolution to remove them from office, subject to the customary rules and procedures for conducting a special general meeting and Renton's; and
  - 9.10.3.4. be given an adequate opportunity to make written representations and have them distributed to all Full Members present at the special general meeting.
- 9.10.4 If the Full Members remove the Committee Member but do not resolve to appoint a replacement Committee Member at that special general meeting, the vacant position is to be dealt with as a casual vacancy in accordance with subclauses 9.9.2 and 9.9.4 above.

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## **10. SUBCOMMITTEES**

### **10.1. Delegation to Subcommittees**

- 10.1.1 The Committee or the Full Members in general meeting may, by instrument in writing, delegate to one or more subcommittees comprising Full Members the exercise of such of the powers and functions of the Committee as are specified in the said instrument and subject to any condition or limitation, other than:
- 10.1.1.1. this power of delegation;
  - 10.1.1.2. a power to contract with third parties or to incur a binding obligation on the Branch to a third party;
  - 10.1.1.3. a power, function or obligation specifically imposed on the Committee by the Act or by any other legislation;
  - 10.1.1.4. a power, function or obligation specifically imposed on a Committee Member by the Act or any other legislation; and
  - 10.1.1.5. a power, function or obligation specifically imposed on a Committee Member by the Constitution, including but not limited to clauses 8.1 to 8.5 inclusive above.

- 10.1.2 In any delegation of power to a subcommittee under subclause 10.1.1 above, the Committee must state the specific requirements for reporting to and ratification of recommendations and/or decisions by the Committee in the written instrument of delegation.
- 10.1.3 A function, the exercise of which has been delegated to a subcommittee under this clause 10.1 may, while the delegation remains unrevoked under subclause 10.1.6 below, or until the following annual general meeting, whichever is earlier, be exercised by the subcommittee in accordance with the terms of the delegation.
- 10.1.4 Notwithstanding any delegation under this clause 10.1, the Committee may continue to exercise any function delegated except for the Branch Disciplinary Panel, which is to have exclusive powers and functions under part 12 below.
- 10.1.5 Unless and until any act or thing done or suffered by that subcommittee is reported to and ratified by the Committee, any such act or thing will have no force and effect.
- 10.1.6 The Committee or the Full Members in general meeting may, by instrument in writing, revoke wholly or in part any delegation under this clause 10.1 regardless of whether it was the Committee or the Full Members in general meeting that delegated the function to the relevant subcommittee under subclause 10.1.1 above.

## **10.2. Composition of Subcommittees**

- 10.2.1 The Committee or the Full Members in general meeting may appoint or remove one or more Full Members to a subcommittee.
- 10.2.2 Only Full Members who are members of a subcommittee are eligible to vote.
- 10.2.3 For the avoidance of doubt, Associate Members who are members of a subcommittee are not eligible to vote.
- 10.2.4 Unless specified otherwise in this Constitution, the Committee or the Full Members in general meeting may prescribe any limit on the number of Full Members and Associate Members on a subcommittee.

## **10.3. Meetings and Procedures of Subcommittees**

- 10.3.1 The chairperson of each subcommittee shall be responsible for the meeting and the adjournment of the meetings and such subcommittee may meet and adjourn as it thinks proper.
- 10.3.2 The Committee may call a meeting of any subcommittee from time to time as the former sees fit or necessary.

10.3.3 Meetings of subcommittees are to be conducted in accordance with clauses 8.6 and 8.7 above as if it is the Committee for the purposes of that clause.

#### **10.4. Part Not to Apply to Disciplinary Mechanisms**

Nothing in this part 10 applies to the Branch Disciplinary Panel.

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### **11. FINANCIAL MATTERS**

#### **11.1. Financial Year**

The Financial Year of the Branch is from 1 January to 31 December each year.

#### **11.2. Financial Control**

Subject to the Act and this Constitution, the Committee is to have complete and unfettered control of all aspects of the financial affairs of the Branch.

#### **11.3. Sources of the Funds of the Branch**

11.3.1 The funds of the Branch shall be derived from:

11.3.1.1 rebates and grants from the NSW Association and/or the National Association;

11.3.1.2 gifts, bequests and donations;

11.3.1.3 such other sources as the Committee determines or receives.

11.3.2 The funds of the Branch must not be:

11.3.2.1 conditional on any action that is unlawful and/or contrary to the aims, objects or purposes of the Branch;

11.3.2.2 derived directly or indirectly from a source that is unlawful and/or contrary to the aims, objects or purposes of the Branch; and

11.3.2.3 sourced from the Individual Members by way of subscriptions, fees or levies, the non-payment of which deprives the Individual Members of any of the rights and entitlements they have as Individual Members.

11.3.3 All money received by the Branch shall be deposited by the Treasurer or a person so authorised by the Committee as soon as practicable, and with no deduction or setoff, to the credit of the bank account of the Branch.

11.3.4 The Treasurer or a person so authorised by the Committee shall, as soon as practicable after receiving any money, cause to have issued an appropriate receipt or Tax Invoice, as appropriate, unless it is not reasonably practicable to do so.

11.3.5 All subcommittees, sections and/or groups within the Branch are precluded from holding monies or accounts in the name of the subcommittee, section or in any other group or an individual's name on behalf of the subcommittee, section and/or group. All such funds, receipts and expenses shall be passed through the Committee.

#### **11.4. Management of Funds**

11.4.1 Subject to the Act and this Constitution, the assets and income of the Branch shall be applied solely in the furtherance of the aims, objects and purposes of the Branch as set out in part 4 above.

11.4.2 No portion of the assets and income of the Branch shall be distributed or paid, directly or indirectly, to the Individual Members except as *bona fide* and reasonable payment for services rendered, expenses incurred on behalf of the Branch as approved by the Committee, or as prizes or awards for competitions that are open to Individual Members.

11.4.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two (2) separate members of the Executive.

11.4.4 In accordance with the Act, the Public Officer, by virtue of that office, is an authorised signatory of the Branch.

11.4.5 Where the Committee elects to use electronic banking facilities, each and every transaction must be authorised by two (2) separate authorised signatories.

#### **11.5. Audit**

11.5.1 Where required by the Act, the NSW Association or the Full Members in general meeting, the Branch is to appoint an auditor or auditors and such appointment is to be made by the Full Members at the annual general meeting.

11.5.2 The auditor so appointed under subclause 11.5.1 above must:

11.5.2.1. be in public practice;

11.5.2.2. not be an Individual Member;

11.5.2.3. not be closely related to a member of the Committee;

- 11.5.2.4. be an auditor registered with the Australian Securities and Investments Commission under the *Corporations Act 2001* (Cth) or any equivalent legislation; and
- 11.5.2.5. meet any other requirement imposed under the Act.
- 11.5.3 The auditor must conduct an audit at regular intervals, but not less than annually, and do so by examining all accounts, vouchers, receipts, books, etc. of the Branch and furnishing a report thereon to the Full Members at the annual general meeting.
- 11.5.4 Unless the auditor resigns or otherwise notifies the Public Officer of their intention not to seek re-appointment as the auditor:
  - 11.5.4.1. notice of the intention to nominate an auditor in replacement of the current auditor must be given to the Public Officer at least one (1) month before the annual general meeting;
  - 11.5.4.2. such nomination must be sent by the Public Officer to the current auditor no less than twenty-one (21) days before the annual general meeting; and
  - 11.5.4.3. the current auditor is entitled to attend the annual general meeting and, if requested, be heard at such meeting.

#### **11.6. Assist in Audit of the NSW Association**

The Branch, in particular the Committee, is to assist in the conduct of any audit of the NSW Association.

#### **11.7. Insurance**

- 11.7.1 The Branch shall effect and maintain insurance as required by the Act and may do so, in all or in part, by being covered by insurance policies obtained by the NSW Association and/or the National Association.
- 11.7.2 In addition to the insurance required under subclause 11.7.1 above, the Branch may effect and maintain other insurance as the Committee deems fit, necessary and/or appropriate.

#### **11.8. Annual Returns**

- 11.8.1 The Branch must send to the Secretary of the NSW Association a copy of each of the following documents (together the “**Annual Return**”) within two (2) months of its annual general meeting:
  - 11.8.1.1. any document required to be lodged with the Registrar of Cooperatives and Associations of New South Wales or



any government authority responsible for the regulation of associations;

11.8.1.2. the minutes of the annual general meeting; and

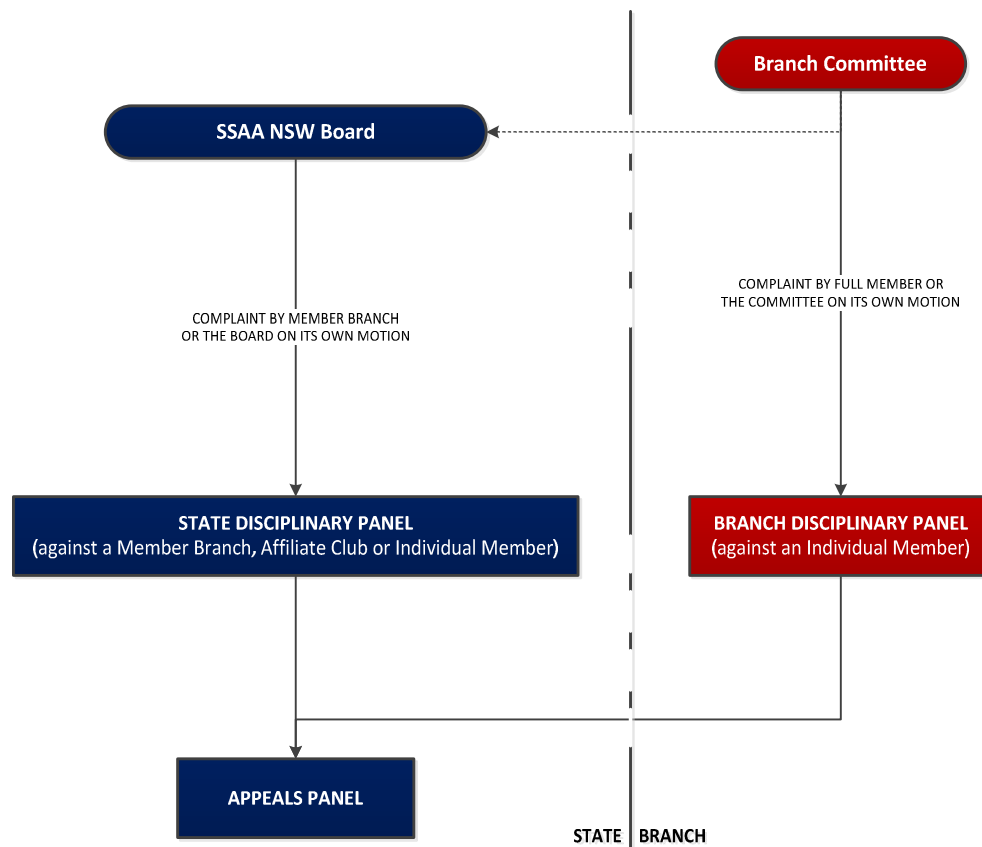
11.8.1.3. the financial reports for the previous Financial Year as presented at the annual general meeting.

11.8.2 In extenuating circumstances the Branch, may make a request in writing to the secretary of the NSW Association, for an extension of the time period prescribed in subclause 11.8.1 above.

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## 12. DISCIPLINE OF INDIVIDUAL MEMBERS

### 12.1. Overview of Disciplinary and Appeal Mechanisms



### 12.2. Referrals for Discipline of Individual Members

12.2.1 Subject to subclause 12.2.2 below, the Committee may, on its own motion or after receipt of a written complaint from an Individual Member, refer another Individual Member to the Branch Disciplinary Panel to consider allegations and/or complaints against them that, in the opinion of the Committee, relate to action(s), omission(s) or conduct that:

- 12.2.1.1. has brought the Branch, another entity of the Organisation or the Organisation as a whole into disrepute;
  - 12.2.1.2. has breached or caused the Branch to breach this Constitution, the State Constitution or the Act in a material manner;
  - 12.2.1.3. has involved misappropriation of funds and/or property of the Branch;
  - 12.2.1.4. is inconsistent with the aims, objects and purposes of the Branch in a material or persistent manner;
  - 12.2.1.5. has caused conflict between the Branch and/or another entity of the Organisation with one or more Other Shooting Organisations:
  - 12.2.1.6. has significantly impaired and/or removed the ability of one or more Individual Members to enjoy the benefits of their membership of the Branch without hindrance, interference or obstruction;
  - 12.2.1.7. has resulted in the Individual Member committing an act of abuse or violence against another Individual Member;
  - 12.2.1.8. has resulted in the Individual Member seriously and/or persistently breaching range safety rules or the Firearms Laws; or
  - 12.2.1.9. has resulted in the Individual Member seriously and/or persistently breaching laws, regulations and/or codes of conduct pertaining to shooting activities, including hunting.
- 12.2.2 The Committee may elect to refer a complaint under this clause 12.2 to the Board, for referral to the State Disciplinary Panel, instead of the Branch Disciplinary Panel if:
- 12.2.2.1. the Branch does not have a properly constituted Branch Disciplinary Panel at the time of the referral;
  - 12.2.2.2. one (1) or more of the Branch Disciplinary Panel members are directly involved in the subject matter of the complaint;
  - 12.2.2.3. one (1) or more of the Branch Disciplinary Panel members has a conflict of interest in dealing with a complaint against the relevant Individual Member; or
  - 12.2.2.4. for any other reasonable justification.

12.2.3 If the Committee resolves under subclause 12.2.2 above to have a complaint referred to the State Disciplinary Panel, it must send a written request for referral to the Board with a copy of the Documents within seven (7) days of the Committee's decision.

### **12.3. Refusal by the Committee to Refer Complaint**

12.3.1 If an Individual Member (the “**Complainant**”) makes a written complaint to the Committee against another Individual Member and seeks for that Individual Member to be referred for disciplinary action in accordance with clause 12.2 above and the Committee refuses or otherwise fails to act within two (2) months of receipt of the complaint without giving the Complainant proper reasons for not referring the complaint, the Complainant may send a copy of that written complaint to the Board and request that the Board refer the matter to the State Disciplinary Panel.

12.3.2 The Board has absolute discretion in deciding whether to refer a written complaint by an Individual Member under this clause 12.3 to the State Disciplinary Panel or otherwise, provided that the Board has made a written request to the Committee for the reasons for the Committee not referring the matter for disciplinary action no more than one (1) month before making its decision.

### **12.4. Appointments to the Branch Disciplinary Panel**

12.4.1 Subject to subclause 12.4.4 below, the Full Members at each annual general meeting are to elect Full Members to the Branch Disciplinary Panel.

12.4.2 The Full Members at an annual general meeting may resolve not to establish a Branch Disciplinary Panel.

12.4.3 If the Full Members have resolved under subclause 12.4.2 above not to establish a Branch Disciplinary Panel, the decision cannot be reversed and elections for Branch Disciplinary Panel members cannot be held until after the following annual general meeting.

12.4.4 If any Member is the subject of any matter before the Branch Disciplinary Panel at the time of the annual general meeting, then notwithstanding any subsequent change in the composition of the Branch Disciplinary Panel under subclause 12.4.1 above, the Branch Disciplinary Panel as constituted at the time the matter was brought before it will determine the matter.

12.4.5 A member of the Branch Disciplinary Panel cannot be removed by the Committee or the Full Members in general meeting, unless that member ceased to be a Full Member of the Branch.

- 12.4.6 The Branch Disciplinary Panel is to have a minimum of six (6) Full Members and a maximum of nine (9) Full Members, of which, at the time of their appointment:
- 12.4.6.1. the chairperson and the deputy chairperson of the Branch Disciplinary Panel must be Full Members who are not members of the Committee;
  - 12.4.6.2. at least two (2) of its members must be Full Members who are members of the Committee; and
  - 12.4.6.3. no less than half of its members must be Full Members who are not members of the Committee.
- 12.4.7 Each person elected to the Branch Disciplinary Panel is to serve a term of one (1) year from the date of election and are eligible for re-election in subsequent and/or future years
- 12.4.8 The Secretary must maintain a register of all Branch Disciplinary Panel members which shall contain the following information for each Branch Disciplinary Panel member:
- 12.4.8.1. full name and address;
  - 12.4.8.2. date of election to the Branch Disciplinary Panel; and
  - 12.4.8.3. date of resignation or retirement from the Branch Disciplinary Panel.
- 12.4.9 Branch Disciplinary Panel members must, within fourteen (14) days of being elected, declare in writing to the Committee of their acceptance of the Code of Conduct and their agreement to comply with it and such written declarations are to be kept with the register maintained in accordance with subclause 12.4.8 above..
- 12.4.10 Before the first hearing of the Branch Disciplinary Panel in any given term, its members shall, by secret postal ballot conducted by the Secretary or another Committee Member who is not a member of the Branch Disciplinary Panel, elect one (1) of its own members to be the chairperson and another one (1) to be the deputy chairperson of the Branch Disciplinary Panel.

## **12.5. Restrictions on Members of the Branch Disciplinary Panel**

A person is not eligible to be elected to the Branch Disciplinary Panel and, if so elected, must resign from the Branch Disciplinary Panel in writing with immediate effect if:

- 12.5.1 the person is not or ceases to be a Full Member;

- 12.5.2 the person is convicted of an offence under the Act;
- 12.5.3 the person is convicted of an offence under the Firearms Laws;
- 12.5.4 the person is convicted of an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise);
- 12.5.5 the person is an undischarged bankrupt under the *Bankruptcy Act 1966* (Cth);
- 12.5.6 the person is an employee of the Association or any other entity within the Organisation;
- 12.5.7 the person holds elected public office:
  - 12.5.7.1 of the Parliament of New South Wales; or
  - 12.5.7.2 of the Parliament of the Commonwealth of Australia;
- 12.5.8 the person is in Bad Financial Standing;
- 12.5.9 the person has brought court proceedings against the Association or any other entity of the Organisation and at the time the proceedings remain unresolved in court; or
- 12.5.10 the person is not to be a member of the Appeals Panel.

## **12.6. Vacancies on the Branch Disciplinary Panel**

In the event that a person elected to the Branch Disciplinary Panel:

- 12.6.1 dies;
- 12.6.2 becomes incapacitated and unable to continue in their position on the Branch Disciplinary Panel;
- 12.6.3 is no longer eligible for office for one or more of the reasons listed under clause 12.5 above;
- 12.6.4 becomes of unsound mind or whose person or estate is at risk of being dealt with in any way under a guardianship law relating to mental health;
- 12.6.5 resigns by written notice to the Secretary; or
- 12.6.6 ceases to be a Full Member of the Branch,

that person would no longer be a member of the Branch Disciplinary Panel and that position would remain vacant until after the next annual general meeting

and, for the avoidance of doubt, that vacant position may not be filled by the Committee as a casual vacancy.

## **12.7. Resolution by Agreement**

12.7.1 At any time before the Branch Disciplinary Panel makes a determination under clause 12.15 below, the Branch Disciplinary Panel may give effect to any written and signed agreement between the Committee and the Respondent in which:

12.7.1.1. the Respondent admits to one (1) or more of the allegations and/or complaints made against them;

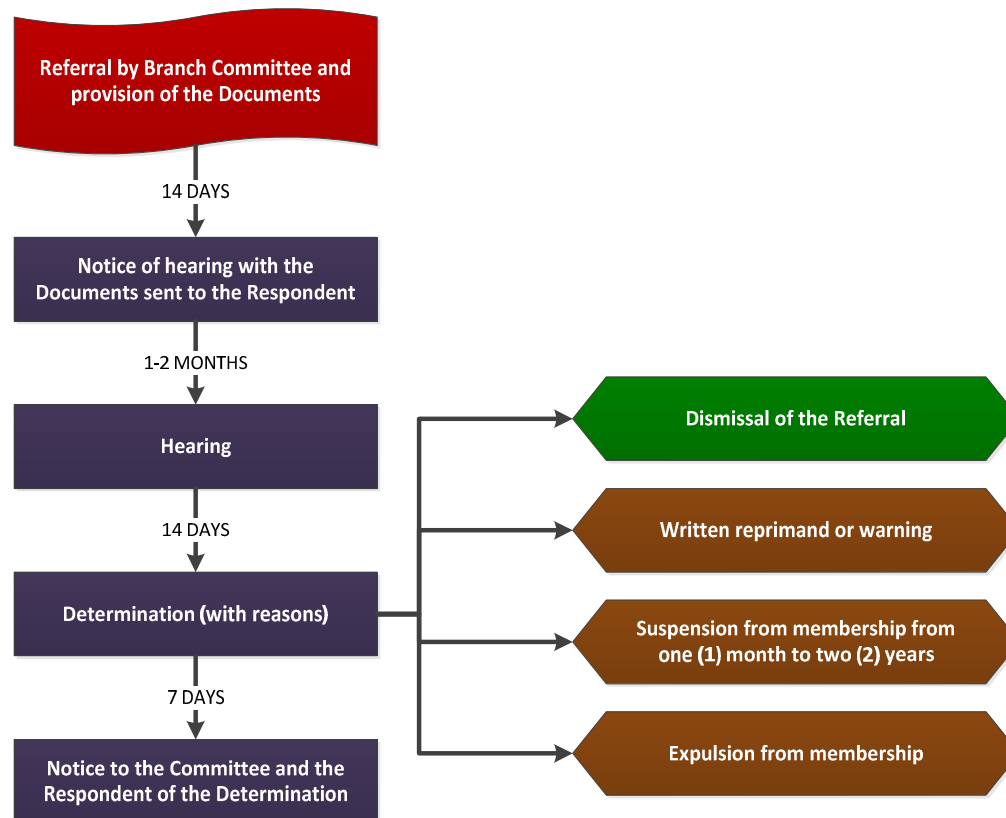
12.7.1.2. the Respondent consents to one (1) of the disciplinary outcomes stated in subclause 12.15.3 below;

12.7.1.3. consideration of the Respondent's admission and consent under paragraphs 12.7.1.1 and 12.7.1.2 above, results in the Committee agreeing not to proceed with the hearing under this part 12.

12.7.2 Provided that the Branch Disciplinary Panel is satisfied that any agreement referred to in subclause 12.7.1 above is freely entered into by the Respondent, any determination by the Branch Disciplinary Panel to give effect to such an agreement has the same force and effect as it would if the determination was made under clause 12.15 below, except that the determination is not subject to appeal under clause 12.20 below.

## 12.8. Summary of the Procedure of the Branch Disciplinary Panel

The procedure is summarised as follows:



## 12.9. Procedure of the Branch Disciplinary Panel

12.9.1 The Branch Disciplinary Panel is the body within the Branch responsible exclusively to hear a matter referred to it by the Committee for disciplinary action to be taken against an Individual Member (to be referred to as the “**Respondent**” in this part 12).

12.9.2 The Committee is to provide the Branch Disciplinary Panel with a copy of all relevant correspondence, reports, documents and information sent and received by the Respondent and written submissions by the Committee with particulars of the allegations and/or complaints against the Respondent (together the “**Documents**”).

12.9.3 Within fourteen (14) days of the Branch Disciplinary Panel being provided with the Documents, the chairperson of the Branch Disciplinary Panel is to cause to have sent to the Respondent the Documents with a notice of the hearing to take place no less than one (1) month and no more than two (2) months from the date of the notice with the Documents.

- 12.9.4 In addition to the Documents, the notice referred to in subclause 12.9.3 above must include the following information:
- 12.9.4.1. the date, time and place of the hearing before the Branch Disciplinary Panel;
  - 12.9.4.2. the five (5) members of the Branch Disciplinary Panel that are to hear the matter, with the explicit notice that this may be subject to change at the hearing if one (1) or more of the designated members become unavailable;
  - 12.9.4.3. a statement that the Respondent has the right to appear at the hearing to defend the allegations and/or complaints and can make verbal and/or written submissions at the hearing;
  - 12.9.4.4. a statement that the Committee and/or Respondent may arrange for witnesses to attend the hearing in support of their position (or to provide duly made statutory declarations for witnesses who are unable to attend);
  - 12.9.4.5. a statement that the Respondent may arrange, at their own cost, to have legal representation at the hearing;
  - 12.9.4.6. if the Respondent is a Junior Member, a statement that they must be represented by a parent or guardian; and
  - 12.9.4.7. a statement that the Respondent may be suspended or expelled from the membership of the Branch.
- 12.9.5 The place of the hearing must be within twenty kilometres (20 km) of the venue of the immediately preceding annual general meeting;
- 12.9.6 Where deemed appropriate by the Branch Disciplinary Panel, complaints brought against more than one (1) Respondent in relation to the same or similar allegations and/or complaints may be heard together.
- 12.9.7 If the Committee believes the Documents contain incorrect or insufficient information, the Committee must contact the chairperson of the Branch Disciplinary Panel as soon as possible so that the Respondent and the Branch Disciplinary Panel can be properly informed.
- 12.9.8 Where deemed appropriate by the Branch Disciplinary Panel, an audio or visual recording of a hearing may be made and, if any such recording is made, such recording and any transcript or notes derived from it form part of the Documents.



### **12.10. Exclusion of Certain Members of the Branch Disciplinary Panel**

- 12.10.1 No member of the Branch Disciplinary Panel with a direct involvement in the subject matter of the allegations and/or complaints against the Respondent may participate in the hearing concerning the Respondent.
- 12.10.2 Any member of the Branch Disciplinary Panel who has any actual or reasonably perceived conflict of interest or bias regarding the matter must declare his or her interest and decline to participate in dealing with the matter.

### **12.11. Attendance at a Hearing**

- 12.11.1 The following people will be allowed to attend the hearing:
- 12.11.1.1. the members of the Branch Disciplinary Panel;
  - 12.11.1.2. the Respondent;
  - 12.11.1.3. members of the Committee;
  - 12.11.1.4. any legal representative engaged by the Committee;
  - 12.11.1.5. any legal representative engaged by the Respondent at the Respondent's own cost;
  - 12.11.1.6. any legal representative appointed by the Branch Disciplinary Panel to assist in the conduct of the proceedings;
  - 12.11.1.7. any witnesses called by the Committee or the Respondent;  
and
  - 12.11.1.8. any parent or guardian or support person required to support the Respondent, who is a Junior Member.
- 12.11.2 If the Branch Disciplinary Panel considers at any time during the hearing that there is any unreasonable, inappropriate or intimidating behaviour from anyone the chairperson may stop further involvement of that person in the hearing and may require that person to leave the hearing.

### **12.12. Evidence Before the Branch Disciplinary Panel**

The Branch Disciplinary Panel may:

- 12.12.1 consider any evidence, and in any form, that it deems relevant;
- 12.12.2 question any person giving evidence;

- 12.12.3 allow the Committee and the Respondent to question each other's witnesses;
- 12.12.4 limit the number of witnesses presented to those who provide any new evidence;
- 12.12.5 require the attendance of any witness it deems relevant;
- 12.12.6 receive the assistance of a legal representative who is familiar with the provisions of this Constitution and, in particular, the procedure set out in this part 12; and
- 12.12.7 act in an inquisitorial manner in order to establish the truth of the matter before it.

### **12.13. Confidentiality**

- 12.13.1 The Committee, the Respondent and the Branch Disciplinary Panel must keep the Documents and any oral or written submissions made to the Branch Disciplinary Panel confidential and not disclose any information contained in them except where such disclosure is required by law, in proceedings before the Appeals Panel, or if the information is already in the public domain.
- 12.13.2 The Committee, the Respondent and the Branch Disciplinary Panel must keep any determination of the Branch Disciplinary Panel confidential, including its reasons for the determination, until:
  - 12.13.2.1. the time for one (1) of the parties to lodge an appeal to the Appeals Panel has expired; and
  - 12.13.2.2. if an appeal is lodged, the conclusion of the proceedings before the Appeals Panel.

### **12.14. Non-Appearence of the Respondent**

- 12.14.1 If the Respondent is not present within fifteen (15) minutes of the set hearing time and the chairperson of the Branch Disciplinary Panel considers that no justified reason has been presented for their absence, the hearing will continue, subject to the Branch Disciplinary Panel being satisfied that all requirements with respect to notifying the Respondent under subclauses 12.9.3 and 12.9.4 above have been met.
- 12.14.2 If the chairperson of the Branch Disciplinary Panel considers that a valid reason for the non-attendance of the Respondent has been presented or the chairperson does not believe the notification requirements under subclauses 12.9.3 and 12.9.4 above have been met, then the hearing will be rescheduled to a later date that is no more than fourteen (14) days from the original date of that hearing.

## **12.15. Determination by the Branch Disciplinary Panel**

- 12.15.1 No less than five (5) members of the Branch Disciplinary Panel may conduct any given hearing.
- 12.15.2 After all of the evidence has been presented, the Branch Disciplinary Panel will, in private and within fourteen (14) days of the hearing, make its decision on whether the allegations and/or complaints made against the Respondent has been substantiated on the balance of probabilities (i.e. more probable than not), or if the complaint ought to be dismissed.
- 12.15.3 Disciplinary measures imposed by the Branch Disciplinary Panel, in the event that the complaint is upheld, must be reasonable and proportionate to the infringement committed by the Respondent in the circumstances and may involve:
- 12.15.3.1. a written reprimand or warning;
  - 12.15.3.2. suspension from the membership of the Branch for a period from one (1) month to two (2) years; or
  - 12.15.3.3. expulsion from the membership of the Branch.
- 12.15.4 All decisions of the Branch Disciplinary Panel will be by majority vote.
- 12.15.5 In the event of an equality of votes, the chairperson does not have a casting vote and the Branch Disciplinary Panel is to determine the matter in favour of the Respondent and dismiss the complaint.
- 12.15.6 The Branch Disciplinary Panel is not to disclose or otherwise release to the parties or the public, the individual votes of the members of the Branch Disciplinary Panel.
- 12.15.7 Within seven (7) days of the determination by the Branch Disciplinary Panel, the chairperson will:
- 12.15.7.1. provide the Committee with a copy of the decision of the Branch Disciplinary Panel, including any disciplinary measures imposed on the Respondent; and
  - 12.15.7.2. cause to have sent to the Respondent a letter confirming the decision and any disciplinary measures imposed and outline the process and grounds for an appeal under clause 12.20 below.
- 12.15.8 The Branch Disciplinary Panel must provide written reasons for its decision, within fourteen (14) days from the date of the hearing.

## **12.16. Termination of Process Before the Branch Disciplinary Panel**

12.16.1 The Branch Disciplinary Panel must terminate the disciplinary process against a Respondent in relation to a complaint where:

12.16.1.1. the Committee withdraws the referral;

12.16.1.2. the Respondent dies; or

12.16.1.3. the Respondent is no longer eligible to be an Individual Member of the Branch in accordance with the relevant criteria applicable to their category of membership under part 6 above.

12.16.2 The Branch Disciplinary Panel must suspend, but not terminate, the disciplinary process permanently against a Respondent in relation to a complaint where the Respondent gives notice of their resignation from the membership of the Branch in accordance with paragraph 6.15.1.2 above. The Branch Disciplinary Panel must then give notice to the Committee and the Board of such suspension within fourteen (14) days.

## **12.17. Effect of Suspension of an Individual Member**

12.17.1 If an Individual Member is suspended by decision of the Branch Disciplinary Panel or the State Disciplinary Panel, and the decision is upheld by the Appeals Panel if an appeal is heard, that Individual Member may not exercise any right, benefit or entitlement otherwise available to an Individual Member and is not to be considered an Individual Member of the Branch for the purposes of this Constitution during the term of their suspension from membership.

12.17.2 The Individual Member will be automatically reinstated as an Individual Member on expiry of the suspension, subject to the payment of the Prescribed Subscription and the Individual Member being eligible to be an Individual Member of their category.

12.17.3 The Committee is to advise the NSW Association and the National Association within fourteen (14) days of the suspension and reinstatement of the membership of an Individual Member.

## **12.18. Effect of Expulsion of an Individual Member**

12.18.1 If an Individual Member is expelled by decision of the Branch Disciplinary Panel or the State Disciplinary Panel, and the decision is upheld by the Appeals Panel if an appeal is held, the person ceases to be an Individual Member immediately.

12.18.2 The Committee is to advise the NSW Association and the National Association within fourteen (14) days of the expulsion of an Individual Member.

12.18.3 A person expelled from the membership of the Branch may apply for readmission to the membership of the Branch or any other Member Branch if and only if:

12.18.3.1. five (5) years have passed since the expulsion;

12.18.3.2. the Committee has consented in writing to the readmission of the person to the membership of the Branch and has communicated such consent to the NSW Association and the National Association; and

12.18.3.3. the Board has consented in writing to the readmission of the person to the membership of the Branch and has communicated such consent to the Committee and the National Association.

#### **12.19. Costs**

Any cost or expense, including but not limited to legal costs and expenses, incurred by any party to, or observer in, any matter before the Branch Disciplinary Panel are to be borne by the party or observer without recourse to the Branch or any other entity in the Organisation.

#### **12.20. Appeals Procedure**

12.20.1 The Committee or the Respondent of a hearing before the Branch Disciplinary Panel who is not satisfied with the decision of the Branch Disciplinary Panel can lodge one (1) appeal to the Appeals Panel but only on one (1) or more of the following bases:

12.20.1.1. that the Committee or the Respondent has been denied natural justice or procedural fairness;

12.20.1.2. that the suspension or expulsion imposed on the Respondent is unjust or unreasonable; or

12.20.1.3. that the decision cannot be reasonably supported by the Documents and/or the evidence.

12.20.2 The Committee or the Respondent wanting to lodge an appeal to the NSW Association in accordance with this clause 12.20 must cause to have sent a letter setting out the basis for their appeal (the “**Appeal Letter**”), within fourteen (14) days of the written notification of the Branch Disciplinary Panel, to:

- 12.20.2.1. the Executive Director or Secretary of the NSW Association;
  - 12.20.2.2. the Branch Disciplinary Panel;
  - 12.20.2.3. in the case of an appeal by the Committee, the Respondent; and
  - 12.20.2.4. in the case of an appeal by the Respondent, the Committee.
- 12.20.3 The Appeal Letter must enclose the written decision and the reasons given by the Branch Disciplinary Panel.
- 12.20.4 Within seven (7) days of receipt of an Appeal Letter, the Branch Disciplinary Panel must send to the Board by registered post:
- 12.20.4.1. a copy of the Documents;
  - 12.20.4.2. a copy of all written submissions given by the Committee, the Respondent and any third party at the hearing of the Branch Disciplinary Panel;
  - 12.20.4.3. a copy of the letter to the Committee containing its decision;
  - 12.20.4.4. a copy of the letter to the Respondent containing its decision; and
  - 12.20.4.5. a copy of the reasons given.
- 12.20.5 The procedure for the determination of the appeal by the Appeals Panel is as set out in part 13 of the State Constitution.
- 12.20.6 During the appeal, an Individual Member suspended or expelled by decision of the Branch Disciplinary Panel remains suspended or expelled unless and until such suspension or expulsion is reversed.
- 12.20.7 The decision of the Appeals Panel is final and binding.

### **12.21. Indemnity for the Branch Disciplinary Panel**

- 12.21.1 To the extent that there is no insurance coverage, every member of the Branch Disciplinary Panel is indemnified out of the funds of the Branch against any liability incurred in the proper discharge of any duty or function undertaken on behalf of the Branch and in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the member or in which the member is acquitted.
- 12.21.2 No member of the Branch Disciplinary Panel is responsible for:

- 12.21.2.1. any other member of the Branch Disciplinary Panel;
- 12.21.2.2. for any member of the Branch Disciplinary Panel by the insufficiency or deficiency of value of, or title to any property or security acquired or taken on behalf of the Branch; or
- 12.21.2.3. anything done in the execution of their duties of their offices or in relation thereto, or otherwise than their own wilful or reckless act or default.

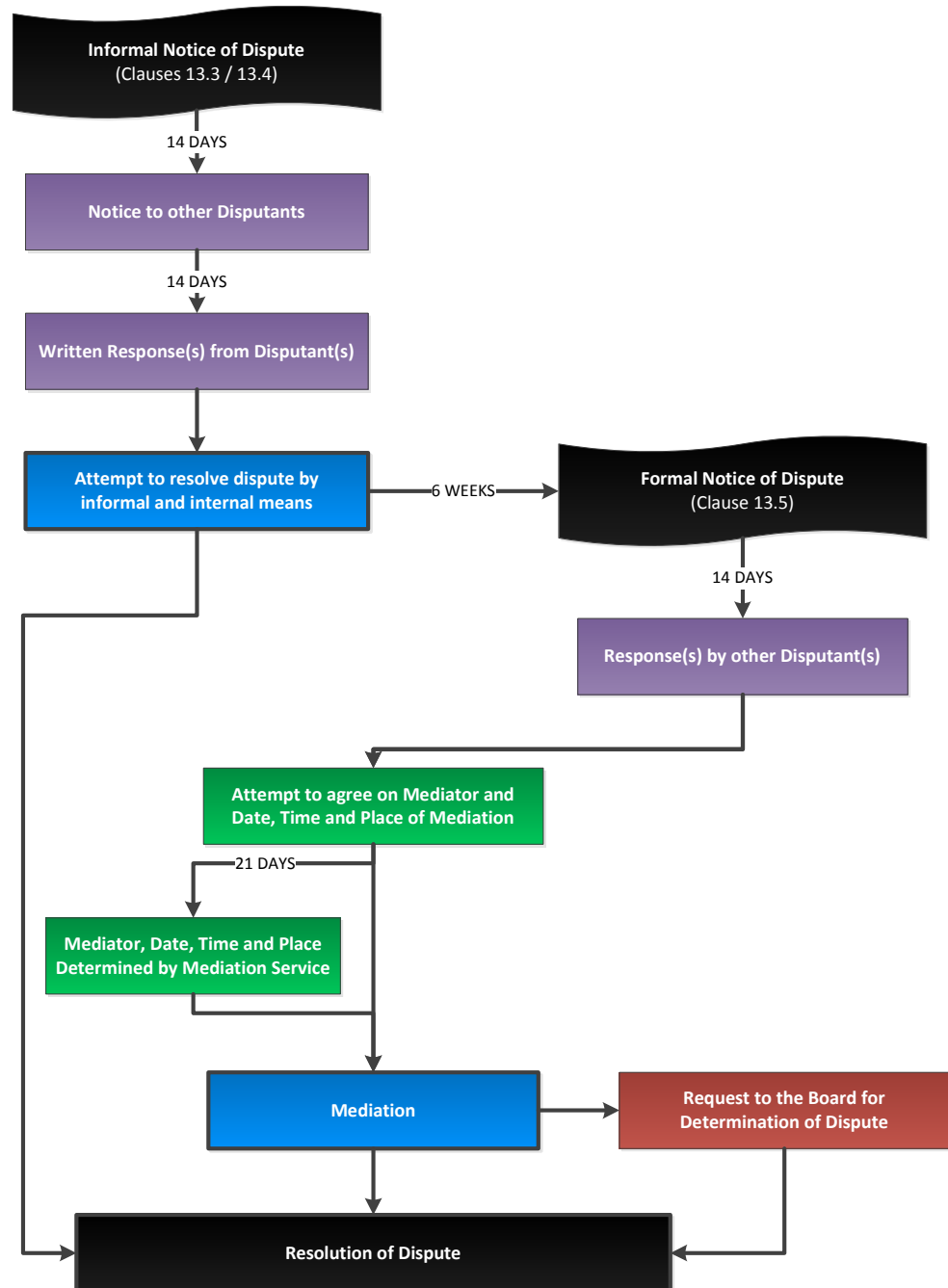
## **12.22. Binding Effect of Disciplinary Mechanisms**

Without limiting the effect of any of the other provisions of this Constitution or the State Constitution, the Committee must:

- 12.22.1 give full force and effect to any determination made by the Branch Disciplinary Panel, the State Disciplinary Panel or the Appeals Panel; and
- 12.22.2 take all reasonable and necessary steps to implement any such determination, including but not limited to relevant notifications to the NSW Association and the National Association for the amendment of the Register and/or any other relevant membership registers.

## 13. INTERNAL DISPUTES

### 13.1. Summary of the Internal Disputes Process



### 13.2. Dispute Date

For the purposes of this part 13, “**Dispute Date**” means:

- 13.2.1 in the case of a Dispute to which clause 13.3 below applies, the date on which an Individual Member provides details of the Dispute to the Committee under subclause 13.3.2 below or the next Business Day if that day is not a Business Day; or



- 13.2.2 in the case of a Dispute to which clause 13.4 below applies, the date on which the Initiating Disputant provides details of the Dispute under subclause 13.4.2 below or the next Business Day if that day is not a Business Day.

### **13.3. Informal Process for Disputes between Members**

- 13.3.1 In the event of a Dispute arising between two (2) or more Individual Members, the informal process as set out in this clause 13.3 shall be followed before any Disputant engages in:

13.3.1.1. any other process for the resolution of disputes under this Constitution, including but not limited to the formal procedures as set out in clauses 13.6 to 13.8 below;

13.3.1.2. any process for the resolution of disputes that are external to the Branch; or

13.3.1.3. any court proceedings, in New South Wales or otherwise.

- 13.3.2 When an Individual Member is of the view that a Dispute has arisen, that Individual Member must provide the Committee in writing, with:

13.3.2.1. the identity of the other Disputant(s);

13.3.2.2. the nature, details and grounds of their grievance(s) against the other Disputant(s); and

13.3.2.3. the desired outcome(s) from the Dispute.

- 13.3.3 Within fourteen (14) days from the Dispute Date, the Committee is to contact the other Disputant(s) and:

13.3.3.1. advise them that the Dispute has arisen;

13.3.3.2. provide them with the information received by the Committee under subclause 13.3.2 above;

13.3.3.3. obtain from them any response they may have in relation to the grievance(s) alleged; and

13.3.3.4. obtain from them any suggestions for a practical, commercial and/or amiable settlement of the Dispute.

- 13.3.4 For the period of six (6) weeks from the Dispute Date, the Disputants are to take all reasonable steps and make all reasonable endeavours to resolve the Dispute, exclusively by informal and internal means, including but not limited to:

13.3.4.1. direct discussions between the Disputants;

- 13.3.4.2. direct discussions between the Disputants as facilitated by one (1) or more Committee Members; and
- 13.3.4.3. indirect discussions between the Disputants as facilitated by one (1) or more Committee Members.
- 13.3.5 All discussions and communications between the Disputants and one (1) or more Committee Members during the informal process under this clause 13.3 are:
  - 13.3.5.1. without prejudice to any rights, interest or entitlement that the Disputants or the Committee may have; and
  - 13.3.5.2. confidential to the Disputants and the Committee.

#### **13.4. Informal Process for Disputes Involving the Committee**

- 13.4.1 In the event of a Dispute involving the Committee as a Disputant, the informal process as set out in this clause 13.4 shall be followed before any Disputant engages in:
  - 13.4.1.1. any other process for the resolution of disputes under this Constitution, including but not limited to the formal procedures as set out in clauses 13.6 to 13.8 below;
  - 13.4.1.2. any process for the resolution of disputes that are external to the Branch; or
  - 13.4.1.3. any court proceedings, in New South Wales or otherwise.
- 13.4.2 When an Individual Member or the Committee is of the view that a Dispute has arisen, that Individual Member or the Committee must provide the other Disputant(s) with a written notice specifying:
  - 13.4.2.1. the identity of the other Disputant(s);
  - 13.4.2.2. the nature, details and grounds of their grievance(s) against the other Disputant(s); and
  - 13.4.2.3. the desired outcome(s) from the Dispute.
- 13.4.3 Within fourteen (14) days from the Dispute Date, the other Disputant(s) are to provide the Individual Member or the Committee, as the case may be, that gave notice under subclause 13.4.2 above, with:
  - 13.4.3.1. any response they may have in relation to the grievance(s) alleged; and
  - 13.4.3.2. any suggestions for a practical, commercial and/or amiable settlement of the Dispute.

- 13.4.4 For the period of six (6) weeks from the Dispute Date, the Disputants are to take all reasonable steps and make all reasonable endeavours to resolve the Dispute, exclusively by informal and internal means, including but not limited to direct discussions between the Disputants.
- 13.4.5 All discussions and communications between the Disputants and one (1) or more Committee Members during the informal process under this clause 13.4 are:
- 13.4.5.1 without prejudice to any rights, interest or entitlement that the Disputants or the Committee may have; and
- 13.4.5.2 confidential to the Disputants and the Committee.

### **13.5. Commencement of the Formal Process**

- 13.5.1 The formal processes under clauses 13.6 to 13.8 below must not be commenced and/or undertaken unless the informal process as set out in clauses 13.3 or 13.4 above has been followed.
- 13.5.2 The Disputant commencing the Dispute (the “**Initiating Disputant**”) must give notice (the “**Dispute Notice**”) of the Dispute in writing to the other Disputant(s) and, if the Committee is not a Disputant, the Committee.
- 13.5.3 The Dispute Notice must:
- 13.5.3.1 identify the other Disputant(s);
- 13.5.3.2 state the nature, details and grounds of the Dispute, including details of all witness(es) and other evidence or relevant information;
- 13.5.3.3 state the Initiating Disputant’s desired or requested outcome(s) from the Dispute;
- 13.5.3.4 include with it all appropriate documents;
- 13.5.3.5 state whether the Initiating Disputant is willing to have the Dispute resolved by mediation; and
- 13.5.3.6 be served on the other Disputant(s) in accordance with the means prescribed in part 17 below.
- 13.5.4 The other Disputant(s) must, within fourteen (14) days of receipt of the Dispute Notice, give to the Initiating Disputant and any other Disputant, a written notice:

- 13.5.4.1. setting out the nature, details and grounds on which the assertions and/or allegations made in the Dispute Notice are disagreed with;
  - 13.5.4.2. stating the Disputant's desired or requested outcome(s) from the Dispute;
  - 13.5.4.3. which includes copies of all appropriate documents;
  - 13.5.4.4. stating whether the Disputant is willing to have the Dispute resolved by mediation; and
  - 13.5.4.5. which is served on the other Disputant(s) in accordance with the means prescribed in part 17 below.
- 13.5.5 If all of the Disputants have stated in writing their willingness to have the Dispute resolved by mediation, the provisions under clauses 13.6 and 13.7 below are to apply.
- 13.5.6 Subject to subclause 13.5.5 above, the Dispute is then to be resolved in accordance with clause 13.8 below.

### **13.6. Mediation Service**

For the purposes of this part 13, "**Mediation Service**" means the NSW Community Justice Centre.

### **13.7. Mediation of the Dispute**

- 13.7.1 Within twenty-one (21) days of receipt of the response under subclause 13.5.4 above from the last Disputant that satisfy the condition stipulated in subclause 13.5.5 above, the parties are to make all reasonable endeavours to agree to:
- 13.7.1.1. the choice of the Mediator; and
  - 13.7.1.2. the date, time and place of the mediation.
- 13.7.2 The Mediator must:
- 13.7.2.1. be a nationally accredited Mediator;
  - 13.7.2.2. not be acting or have acted in the preceding five (5) years for any entity in the Organisation;
  - 13.7.2.3. not be acting or have acted in the preceding five (5) years in any matter involving any entity in the Organisation;
  - 13.7.2.4. not be acting or have acted previously against any entity in the Organisation; and

- 13.7.2.5. not be an Individual Member and never have been an Individual Member.
- 13.7.3 If the Disputants are unable to agree to the Mediator within the time specified in subclause 13.7.1 above, the Mediator is to be chosen by the Mediation Service in accordance with its applicable rules and guidelines for the conduct of mediations, subject to the requirements under subclause 13.7.2 above being met.
- 13.7.4 If the Disputants are unable to agree to a date, time and/or place for the mediation, such details are to be determined by the Mediation Service in accordance with its applicable rules and guidelines for the conduct of mediations, provided that:
- 13.7.4.1. the mediation must take place within four (4) months of the Dispute Date;
- 13.7.4.2. the mediation must commence during business hours on a Business Day; and
- 13.7.4.3. the mediation must take place in New South Wales.
- 13.7.5 The rules and guidelines of the Mediation Service applicable to the conduct of mediations are to apply, to the extent that they are not inconsistent with this Constitution.
- 13.7.6 The costs of the mediation are to be borne equally by the Disputants, except that each Disputant is to bear their own costs of:
- 13.7.6.1. any legal services obtained in connection with the Dispute and/or the mediation;
- 13.7.6.2. travel to attend the mediation; and
- 13.7.6.3. any other cost incurred in the Disputant's attendance and participation in the mediation.

### **13.8. Determination of the Dispute**

- 13.8.1 If the Dispute is not resolved at the conclusion of the mediation conducted under clause 13.7 above or if not all of the Disputants consent to have the Dispute resolved by mediation, the Dispute is to be referred to the Board for determination in accordance with this clause 13.8.
- 13.8.2 Within one (1) month from the end of the unsuccessful mediation or the date of receipt of the written response under subclause 13.5.4 above from the last Disputant, the Initiating Disputant is to make a written request to the Board (the "**Determination Request Date**") for

determination of the Dispute with a copy of the Dispute Notice and the written responses of all other Disputants.

13.8.3 Within fourteen (14) days of receipt of the written request and the documents referred to in subclause 13.8.2 above, the Board must resolve to either:

13.8.3.1. determine the matter; or

13.8.3.2. refer the matter to the Dispute Resolution Panel for determination in accordance with the process set out in part 14 of the State Constitution as if it is a Dispute under that part 14 of the State Constitution.

13.8.4 The Board shall gather evidence or information regarding the Dispute in any way it sees fit, but must afford each of the Disputants the opportunity to make written submissions.

13.8.5 The Board may receive legal advice from a legal representative.

13.8.6 Any Director who is a member of the Branch or has a material or other personal interest in the outcome of the Dispute cannot participate in any manner in relation to the determination of the Dispute under this clause 13.8.

13.8.7 On request by one or more of the Disputants, the Board may at its discretion permit oral submissions to be made by the Disputants, in which case:

13.8.7.1. such oral submissions must be made at a date and time determined by the Board that is no less than two (2) months and no more than three (3) months from the Determination Request Date;

13.8.7.2. unless the Disputants and the Board all agree otherwise, such hearing of oral submissions is to take place no more than fifty (50) kilometres from the general post office in Martin Place, Sydney; and

13.8.7.3. the Disputants are not entitled to be represented by a legal representative.

13.8.8 The Board must make its determination of the dispute within four (4) months of the Determination Request Date and publish the decision and its written reasons for the determination to the Disputants and the Committee.

13.8.9 The decision of the Board takes effect and can be enforced or relied upon by any of the Disputants, once it has been published in accordance with subclause 13.8.8 above.

13.8.10 The decision of the Board is final and binding and no appeal can be brought from it.

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## **14. COMMON SEAL, RECORDS AND REGISTERS**

### **14.1. Maintenance of the Register by the NSW Association**

14.1.1 The NSW Association will establish and maintain the Register specifying the name, membership category and contact details of the Individual Members of the Branch.

14.1.2 The NSW Association will provide copies of the Register to the Committee periodically as agreed with the Committee and on any occasion that a request is received from the Committee.

14.1.3 The NSW Association may delegate the obligation under subclause 14.1.1 to the National Association.

### **14.2. Register of Committee Members**

14.2.1 The Branch must maintain a register of all Committee Members, which shall contain the following information in relation to each Committee Member:

14.2.1.1. the Committee Member's full name, date of birth and residential address;

14.2.1.2. the date on which the Committee Member took office;

14.2.1.3. the date on which the Committee Member vacated office;  
and

14.2.1.4. other particulars as may be prescribed by the Act.

14.2.2 The register of Committee Members must be kept at the main premises of the Branch, or if the Branch has no premises, at the Registered Office of the Branch set out in Item 2 of Schedule 1.

14.2.3 Any change to the particulars of one (1) or more of the Committee Members of the Branch must be recorded in the register within one (1) month after the change occurs.

14.2.4 The Secretary is responsible for maintaining the register of Committee Members.

14.2.5 The register must be made available for inspection in accordance with clause 14.5 below.

### **14.3. Common Seal of the Branch**

- 14.3.1 The Common Seal of the Branch, if the Branch has one, shall be kept in the custody of the Public Officer.
- 14.3.2 The Common Seal is not required to execute an instrument for and on behalf the Branch.
- 14.3.3 The Common Seal must not be affixed to any instrument except by the authority of the Committee and the affixing of the Common Seal shall be attested to by the signatures of the Public Officer or Secretary and any one of the President, Senior Vice President or Junior Vice President.
- 14.3.4 A register shall be kept by the Public Officer of all documents to which the Common Seal is attached and shall include the names of the signatories and the date.

### **14.4. Custody of the Books and Records of the Branch**

- 14.4.1 Except as otherwise provided for in this Constitution, the Act and/or the Firearms Laws, the Public Officer shall keep in his or her custody, or under his or her control, all records, books, registers and other documents relating to the Branch.
- 14.4.2 Upon any change of Public Officer, the departing Public Officer shall ensure that all records, books, registers and other documents relating to the Branch will be transferred to the custody of the incoming Public Officer within fourteen (14) days of the change of the Public Officer.

### **14.5. Inspection of the Books and Records of the Branch**

- 14.5.1 Subject to subclause 14.5.4 below, the records, books, registers and other documents of the Branch shall be open to inspection, but not copy, by a Full Member at any reasonable hour and at the convenience of the Public Officer, provided that the Full Member has given written notice to the Public Officer at least fourteen (14) days prior to the proposed date on which the inspection was to take place.
- 14.5.2 The Public Officer, upon written request from a Full Member, shall provide copies of the records, books, registers and other documents of the Branch that are accessible in the public domain.
- 14.5.3 The Branch may not levy a fee for inspection and access to the records, books, registers and other documents of the Branch.
- 14.5.4 The Committee may, at its sole discretion, withhold from inspection those parts of the Branch's records, books, registers and other documents that it considers ought to be withheld from inspection because the disclosure of the information may be detrimental to the



aims, objects and purposes of the Branch and/or the Organisation, or may infringe upon the confidential or personal rights of one or more Individual Members.

14.5.5 For the purposes of subclause 14.5.4 above;

14.5.5.1. the Register of Individual Members is deemed not to be open to inspection by a Full Member under this clause 14.5; and

14.5.5.2. where the Committee decides to withhold from inspection part of a document in its records, books, registers and other documents for any reason in subclause 14.5.4 above, the Committee is deemed to have decided to withhold the entire document from inspection.

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## **15. AMENDMENTS TO THE CONSTITUTION**

### **15.1. Procedure for Amending the Constitution**

Subject to clause 15.2 below, the Branch may amend the Constitution if, and only if:

15.1.1 the prior written consent of the NSW Association has been obtained in relation to the proposed amendments;

15.1.2 notice of a Special Resolution with the proposed amendments was sent out with the notice given under clause 7.5 above;

15.1.3 the Full Members adopt a Special Resolution to that effect; and

15.1.4 the Public Officer lodges the Constitution as amended with the Registrar of Cooperatives and Associations of New South Wales in accordance with the requirements of the Act.

### **15.2. Restrictions on Constitutional Amendments**

Provisions of the Constitution that relate to the following matters may only be altered, rescinded or added to by an Extraordinary Special Resolution of the Full Members in general meeting after the prior written consent of the NSW Association has been obtained:

15.2.1 changing the Branch's name;

15.2.2 changing the Branch's aims, objects and purposes;

15.2.3 amalgamating with another incorporated association; and

- 15.2.4 amending or otherwise varying clauses 6.10 or 6.11 above or any other clause in this Constitution relating to the admission and/or transfer of Individual Members.

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## **16. MEMBERSHIP RIGHTS AND LIABILITIES**

### **16.1. Membership Not Transferable**

Membership of the Branch is not transferrable.

### **16.2. Membership Entitlements Not Transferable**

A right, privilege, entitlement, duty or obligation that a person has by reason of being an Individual Member of the Branch:

- 16.2.1 is not capable of being transferred or transmitted to another person; and
- 16.2.2 terminates on cessation of that person's membership of the Branch.

### **16.3. Limitation of Liability of Members**

The liability of an Individual Member to contribute towards the payment of the debts and liabilities of the Branch or the costs, charges and expenses of the winding up of the Branch is limited to the amount, if any, unpaid by the Individual Member in respect of their Prescribed Subscription for the current Membership Year.

### **16.4. Not For Profit Organisation Status**

- 16.4.1 Nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Branch to act other than in accordance with the Act and the maintenance of its not for profit status.
- 16.4.2 If the Branch is a deductible gift recipient for the purposes of the Tax Acts, nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Branch to act other than in accordance with that Act and in maintenance of its deductible gift recipient status.

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## **17. NOTICES**

### **17.1. Method of Giving Notice to Members**

Subject to clause 17.3 below, for the purpose of this Constitution, a notice may be served by or on behalf of the Branch upon an Individual Member either by:

- 17.1.1 hand delivery personally to the Individual Member at their address entered in the Register;
- 17.1.2 sending it by ordinary prepaid post, express post, registered post or courier to the Individual Member at their address entered in the Register;
- 17.1.3 facsimile transmission to the Individual Member's nominated facsimile number; or
- 17.1.4 email to the Individual Member's nominated email address, provided that the Individual Member has given notice in writing to the Branch of their willingness to receive notices from the Branch by email.

**17.2. Deemed Date of Receipt**

- 17.2.1 Where a notice and/or document is sent to an Individual Member by properly addressing, prepaying and posting it to the Individual Member, the notice and/or document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been served on the Individual Member at the time at which a standard letter would have been delivered in the ordinary course of post as defined in the *Evidence Act 1995* (NSW).
- 17.2.2 Where a notice and/or document is sent to an Individual Member by facsimile transmission or email, the notice and/or document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been served on the Individual Member at the time the transmission was made or, if the transmission did not take place between 9:00am and 5:00pm on a Business Day, at 9:00am on the next Business Day.

**17.3. Registered Post or Courier Required for Certain Notices**

- 17.3.1 All notices required to be sent to a Committee Member under subclause 9.10.3 above or to an Individual Member under part 12 above must be sent by the Branch in a form that requires signature by the recipient upon receipt, but the notice is deemed to be served on the recipient at the time at which a standard letter would have been delivered in the ordinary course of post as defined in the *Evidence Act 1995* (NSW).
- 17.3.2 If the email address and facsimile number are known, any such notice must also be sent by email and/or facsimile transmission, but notice is not deemed to be served except by compliance with subclause 17.3.1 above.

## **18. WINDING UP OF THE BRANCH**

### **18.1. Dissolution by Extraordinary Special Resolution**

The Branch may, by Extraordinary Special Resolution:

- 18.1.1 decide to dissolve the Branch; or
- 18.1.2 resign its membership of the NSW Association.

### **18.2. Resigning from Membership of the NSW Association**

18.2.1 The Full Members may by Extraordinary Special Resolution at a special general meeting resign the Branch from the membership of the NSW Association.

18.2.2 In the event of the Branch resolving to resign from the NSW Association under clause 18.2.1 above:

18.2.2.1. within seven (7) days from the adoption of the said Extraordinary Special Resolution, the Branch must give notice of the resolution to the Board with a copy of the minutes of the meeting;

18.2.2.2. within twenty-eight (28) days from receipt of the notice given by the Branch under paragraph 18.2.2.1 above, the NSW Association may make an application under section 63 of the Act for the dissolution of the Branch; and

18.2.2.3. the Branch must consent to the order sought by the NSW Association under paragraph 18.2.2.2 above.

18.2.3 If the NSW Association does not make an application under paragraph 18.2.2.2 above:

18.2.3.1. the resignation takes effect thirty-five (35) days after notice is given under paragraph 18.2.2.1 above; and

18.2.3.2. the Branch by whatever other name it may then assume must still abide by this Constitution except for those rules or portion of rules specifically relating to the Organisation, or specifically the NSW Association and the National Association.

18.2.4 On or before the date that the Branch ceases to be a Member Branch of the NSW Association, the Branch is to do all acts necessary to effect a change of name that is substantially different to that of the Organisation and remove all usage of any logos and marks belonging to the Organisation.

### **18.3. Surplus Assets of the Branch**

In the event of the Branch being dissolved or wound up, the property that remains after the satisfaction of all debts and liabilities shall be paid and applied to an organisation which is exempt from income tax under the Tax Acts in the following order:

- 18.3.1 to the NSW Association, to be held in trust for a period of ten (10) years in the expectation that a new Member Branch will be established in the geographical area of the Branch, if the Branch is a Member Branch of the NSW Association at the time of its dissolution;
- 18.3.2 to other Member Branches in New South Wales on a per capita basis if:
  - 18.3.2.1. the NSW Association does not exist at the time of the Branch's dissolution; or
  - 18.3.2.2. no new Member Branch is established in the geographical area of the Branch within ten (10) years after its dissolution;
- 18.3.3 to any other entity in the Organisation to be determined by a Special Resolution at a general meeting of the Branch at the time of its dissolution if the NSW Association does not exist and no Member Branches in New South Wales exist at that time;
- 18.3.4 to some other institution or institutions, having aims, objects and purposes similar to those of the Branch to be determined by a Special Resolution at a general meeting of the Branch at the time of its dissolution if no other part of the Organisation exists at the time of the Branch's dissolution; and
- 18.3.5 to any other not for profit sporting organisation to be determined by a Special Resolution at a general meeting of the Branch at the time of its dissolution, if neither the Organisation nor any other not for profit organisation with similar aims, objects and purposes of the Branch exists at the time of the Branch's dissolution.

### **18.4. Jurisdiction of the Supreme Court**

In the event that it became impractical to implement the distribution of the surplus assets of the Association in accordance with clause 18.3 above, the distribution of surplus assets of the Association is to be determined by the Supreme Court of New South Wales or any other court as may have or acquire jurisdiction in the matter.

**18.5. Distribution of Assets to Individual Members Prohibited**

Nothing in this Constitution, including but not limited to this part 18, permits the payment or distribution of the surplus assets of the Association on dissolution to the Individual Members.



**SCHEDULE 1  
DETAILS OF THE BRANCH**

<p><b>Item 1 Name of the Branch</b></p>	<p>Sporting Shooters Association of Australia (New South Wales) ..... Branch Inc.</p>
<p><b>Item 2 Registered Office</b></p>	
<p><b>Item 3 Name of Public Officer at the time of incorporation or adoption of this Constitution</b></p>	
<p><b>Item 4 Address of Public Officer at the time of incorporation or adoption of this Constitution</b></p>	
<p><b>Item 5 Date of Incorporation</b></p>	



**SCHEDULE 2  
NOMINATION FOR COMMITTEE POSITION**

Name	
Membership Number	Expiry ..... / ..... / .....
Nominating Full Member	
Seconding Full Member	
Committee Position	
Nomination Date	
Restrictions Under Subclause 9.2.2*	

Proposal of Nomination

I confirm that the above person, who is a Full Member, is nominated by the above Full Member for the above Committee Position.

Signed: \_\_\_\_\_  
(Signature)

Seconding of Nomination

I confirm that the above person, who is a Full Member, is seconded by the above Full Member for the above Committee Position.

Signed: \_\_\_\_\_  
(Signature)

Statement by Nominee

As the person named above, I hereby accept nomination for the above position on the Committee and:

- a. declare that none of the restrictions listed in subclause 9.2.1 apply;
- b. declare that I have included\* any restrictions listed in subclause 9.2.2 that apply; and
- c. submit the following statement in support of my nomination, including details of my qualifications, experience and expected contributions:

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_







## **SCHEDULE 4 CODE OF CONDUCT**

*This is adapted from the Code of Conduct of the Australian Institute of Company Directors as it was adopted in September 2005. In this Code of Conduct, an “Officer” means a Committee Member and/or a member of the Branch Disciplinary Panel.*

1. **An Officer must act honestly, in good faith and in the best interests of the Branch as a whole.**
2. **An Officer has a duty to use all reasonable due care and diligence in fulfilling the functions of their office and exercising the powers attached to their office, whether individually or acting collectively as the Committee or a Panel.**
3. **An Officer must use the powers granted to their office for a proper purpose, in the best interests of the Branch as a whole.**
4. **An Officer must recognise that the primary responsibility is to the Branch as a whole but should, where appropriate, have regard for the interests of the Individual Members and the aims, objects and purposes of the Branch.**
5. **An Officer must not make improper use of information acquired as an Officer.**
6. **An Officer must not take improper advantage of their position in the Branch.**
7. **An Officer must not allow personal interests, or the interests of any associated person or entity (including a Member Branch to which the Officer belongs), to conflict with the interests of the Branch and, where such a conflict does arise, the Officer must properly manage any such conflict.**
8. **An Officer has an obligation to exercise independent judgment and take independent actions and to take all reasonable steps to be satisfied as to the soundness of all decisions taken by the Committee or their Panel.**
9. **Confidential information received by an Officer in the course of the exercise of their duties remains the property of the Branch and it is improper to disclose it, or allow it to be disclosed, to any third party (including an Individual Member) unless that disclosure has been authorised by the Committee or is required by law.**
10. **An Officer should not engage in conduct likely to bring discredit upon the Branch or be prejudicial to the aims, objects and purposes of the Branch.**
11. **An Officer has an obligation, at all times, to comply with the spirit, as well as the letter of the law and with the principles of this Code of Conduct.**
12. **This Code of Conduct should be complied with in conjunction with the Constitution.**