



Rules

VERSION 2

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Rules1. Name

The name of the incorporated association shall be the Brisbane Churches Touch Association Inc.

2. Definitions and Interpretation

2.1 Unless the context suggests otherwise, in these Rules:

"Annual General Meeting" means an annual general meeting held in accordance with the provisions of these Rules.

"Association" means the Brisbane Churches' Touch Association Inc.

"Construct" includes, but without limiting the term, to improve, maintain, develop, work, manage, carry out, alter or control, and "Construction" shall have a corresponding meaning.

"General Meeting" means a general meeting of the Association held in accordance with the provisions of these Rules, and shall, where appropriate, include an Annual General Meeting.

"Management Committee" means the Management Committee of the Association as elected in accordance with these Rules.

"Member" means a person who is by virtue of these Rules a Member.

"Objectives of the Association" means the objectives set forth in Rule 1 of these Rules.

"Resolution" means a resolution of either a General Meeting or, where permitted by these Rules, of the Management Committee, which is passed in accordance with these Rules.

"Secretary" means the Secretary of the Association elected by the Members at a General Meeting.

"Special Resolution" means a resolution passed by a majority of not less than three-quarters of such of the Members entitled under these Rules to vote, as may be present at a General Meeting, of which notice specifying the intention to propose the resolution as a special resolution has been given in accordance with these Rules.

"Team" means any group of persons whose application for consent to participate in the playing of the game of Touch in matches administered by the Association has been accepted in accordance with these Rules.

"Works" shall include, but without limiting the term, houses, buildings, grounds, or conveniences.

2.2 Words of the singular number shall include the plural and vice versa and words in a particular gender include all other genders.

3. Objectives

The objectives of the Association are:

- 3.1 To foster and develop the playing of touch football by churches in the Brisbane area;
- 3.2 To encourage and support Christian principles in all aspects of the game and Association;
- 3.3 To promote fellowship, cooperation, good sportsmanship and a sense of friendly competition between all concerned;
- 3.4 To keep participation within the financial reach of all people;
- 3.5 To foster the growth of the Association and the development of its players;
- 3.6 To maintain responsible and effective processes for managing the Association and its affairs;
- 3.7 To maintain financial viability.

4. Powers

The powers of the Association shall at all times be exercised only in furtherance of the Objectives of the Association and are as follows:

- 4.1 To take over the funds and other assets and liabilities of the present unincorporated association known as the "Brisbane Churches Touch Association";
- 4.2 To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed upon the Association by these Rules;
- 4.3 To buy sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the Members of the Association or persons frequenting the Association's premises;
- 4.4 To purchase, lease, exchange, hire or otherwise acquire any lands, buildings, easements or other property, real or personal and any rights or privileges which might be required for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association provided that if the Association takes or holds any property which may be subject to any trusts the Association shall only deal with that property in a manner which is permitted by the laws relating to trusts;
- 4.5 To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the Objectives of the Association and the exercise of the powers of the Association;
- 4.6 To obtain from any Government or Authority any rights, privileges and concessions which the Association may consider desirable;

- 4.7 To carry out the terms of any agreements reached in respect of such rights, privileges and concessions;
- 4.8 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;
- 4.9 To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities for, or on behalf of, the Association, which are placed or guaranteed in furtherance of the Objectives of the Association;
- 4.10 To Construct any Works which may be considered by the Association as advantageous to the Association's interests, and to contribute to subsidise or otherwise assist and take part in the Construction of such Works;
- 4.11 To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit;
- 4.12 To take, or otherwise acquire, and hold, shares, debentures or other securities of any company or body corporate;
- 4.13 To lend and advance money or give credit to any person or body corporate;
- 4.14 To guarantee and give guarantees and indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- 4.15 To borrow or raise money, either alone, or jointly with any other person or legal entity, in such manner as may be thought proper, whether upon fluctuating advance account or overdraft or otherwise, to represent or secure moneys and further advances borrowed or to be borrowed along or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Association's property or assets present or future and to purchase, redeem or pay-off any such securities;
- 4.16 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- 4.17 To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- 4.18 To take or hold mortgages, liens or charges, to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;

4.19 To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in sub-rule 3.4;

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

4.21 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;

4.22 To amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as that imposed upon the Association by Rule 29.10;

4.23 To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;

4.24 To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more associations with which the Association is authorised to amalgamate;

4.25 To make any donations for patriotic, charitable or community purposes;

4.26 To transact any lawful business in aid of the Commonwealth of Australia;

4.27 To do all such things as are incidental or conducive to the exercise of the other powers of the Association.

5. Classes of Members

The Members of the Association shall consist of:

5.1 Ordinary Members, being players, coaches, team managers, committee members and referees;

5.2 Associate Members, being a parent or guardian of players under 18 years of age; and

5.3 Life members.

5.4 The number of which shall in all cases, subject to these Rules, be unlimited.

Voting Rights

5.5 All classes of membership except Associate Members have full voting rights.

6. Membership

6.1 Every person who at the date of incorporation of the Association was a Member of the unincorporated Association shall be admitted by the Management Committee to the same class of Membership of the Association as that Member held in the unincorporated association.

6.2 Every Member of the unincorporated association who, by virtue of the previous sub-rule, becomes a Member of the Association and has paid his subscription due as a Member of the unincorporated association, shall not be liable to pay any further sum by way of subscription to the Association until the next due date for payment of the subscription.

6.3 Admission to ordinary Membership of the Association shall occur in the following manner:

6.3.1 A Team that wishes to participate in the playing of the game of Touch in matches administered by the Association in any particular season shall apply to the Management Committee for its consent to that Team's participation in such Matches during the season in question ("the Application");

6.3.2 The Application shall take the form prescribed by the Management Committee from time to time;

6.3.3 Notwithstanding the provisions of the previous sub-sub-rule, any application for the Relevant Consent shall include:

6.3.3.1 The name of the Team;

6.3.3.2 The name of the Church, school or hospital with which the Team is associated, if applicable.

6.3.3.3 The name, email and telephone number(s) of a Team delegate;

6.3.3.4 The name and email of each Player registered;

6.3.3.5 Any fees which the Committee shall prescribe as being payable; and

6.3.3.6 Any additional information as the Committee in its discretion requires.

6.3.4 The Management Committee shall, as soon as practicable after receipt of the Application, decide in its absolute discretion, whether or not the Application shall be accepted;

6.3.5 The discretion conferred upon the Committee pursuant the previous sub-rule shall only be limited by the requirement of ensuring that the Objectives of the Association are being furthered.

6.3.6 If the Application is not accepted, the Team in question shall be advised in writing forthwith of the Management Committee's rejection of the Application together with its reasons.

6.3.7 If the Application is accepted by the Management Committee, any person who:

6.3.7.1 is, or becomes, a member of a Team whose application has been successful;

6.3.7.2 has paid the necessary Membership fees as prescribed by the Management Committee; and

6.3.7.3 has otherwise complied in all respects with the Association's by-laws, shall, subject to these Rules and any By-laws of the Association, be admitted to Ordinary Membership.

6.3.8 Ordinary membership shall continue:

6.3.8.1 where the season in question is the first season of the financial year, and the person does not participate in Matches administered by the Association again during the corresponding financial year - until the conclusion of the next Annual General Meeting.

6.3.8.2 where the season in question is the first season of the financial year, and the person participates in Matches administered by the Association again during the financial year - until the commencement of the second season of the financial year.

6.3.8.3 where the season in question is the second season of the financial year, until the conclusion of the next Annual General Meeting.

6.4 Admission to Associate Membership of the Association shall be by appointment of the Management Committee and shall be limited to appointments of persons to perform specific tasks including, but not limited to:

6.4.1 refereeing Matches;

6.4.2 coaching teams recognised by the Association as being representative of the Association; or

6.4.3 any further task which the Management Committee considers would be advantageous to the Association should it be performed

and shall continue until such time as the appointment is revoked by the Management Committee or the Members in General Meeting.

6.5 Admission to Life Membership shall be reserved for those who have given outstanding service to the Association over a period of at least the previous five (5) years, and who have been elected as follows:

6.5.1 by a majority of at least two-thirds (2/3) of the Members of the Association present at an Annual General Meeting; and

6.5.2 where a written nomination for such election is lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election occurs.

6.6 Not more than two (2) Life Members shall be elected to such a position at any one Annual General Meeting, but otherwise the number of Life Members shall be unlimited.

6.7 Executive Members shall consist of the Members of the Management Committee from time to time and as elected by the Members in General Meeting.

6.8 Subject to these Rules, Executive Membership shall continue until the succeeding Annual General Meeting.

7. Membership Fees

7.1 The Membership fees for each class of Membership shall be such sum as the Members shall from time to time at any General Meeting so determine.

7.2 The Membership fees for each class of Membership shall be payable at such time as the Management Committee shall from time to time determine.

8. (Intentionally Deleted).

9. Termination of Membership

9.1 A Member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.

9.2 If a Member:

9.2.1 is convicted of an indictable offence; or

9.2.2 fails to comply with any of the provisions of these Rules; or

9.2.3 has Membership fees in arrears for a period of two (2) months or more; or

9.2.4 conducts himself in a manner considered to be injurious or prejudicial to the character or interest of the Association;

the Management Committee shall consider whether his Membership shall be terminated

9.3 The Member concerned shall be given a full and fair opportunity of presenting his case and if the Management Committee resolves to terminate his Membership it shall instruct the Secretary to advise the Member accordingly.

10. Appeal Against Rejection or Termination of Membership

10.1 A person, either:

10.1.1 on behalf of a Team whose application for registration has been rejected; or

10.1.2 whose Membership has been terminated,

may within one (1) month of receiving written notification of the Management Committee to that effect, lodge with the Secretary written notice of his intention to appeal against the decision of the Management Committee.

10.2 Upon receipt of a notification of intention to appeal against rejection of registration of a Team, or termination of Membership the Secretary shall convene, within one (1) months of the date of receipt by him of such notice, a General Meeting to determine the appeal.

10.3 At any such meeting the applicant shall be given the opportunity to fully present his case and the Management Committee or those Members thereof who rejected the application for registration or terminated the Membership, shall likewise have the opportunity of presenting their case.

10.4 The appeal shall be determined by the vote of the Members present at such meeting.

10.5 Where a person whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by these Rules or so appeals but the appeal is unsuccessful, the Secretary shall forthwith refund the amount of any fee paid.

11. Register of Members

11.1 The Management Committee shall cause a Register to be kept in which shall be entered the names of each Team registered with the Association, and the names and contact details of all persons admitted to Membership of the Association and the dates of their admission.

11.2 Particulars shall also be entered into the Register of deaths, resignations, terminations and re-instatements of Membership and any further particulars as the Management Committee or the Members at any General Meeting may require from time to time.

12. Membership of the Management Committee

12.1 The Management Committee of the Association shall consist of a President, Vice-President, Secretary, Treasurer, all of whom shall be Members of the Association and such number of other Members as the Members of the Association at any General Meeting may from time to time elect or appoint.

12.2 At the Annual General Meeting of the Association, all the Members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election.

12.3 The election of officers and other Members of the Management Committee shall take place in the following manner:

12.3.1 Any Member of the Association shall be at liberty to nominate any other Member to serve as an officer or other Member of the Management Committee;

12.3.2 Should, at the commencement of such meeting, there be insufficient number of candidates nominated, nominations may be called from the floor of the meeting.

13. Termination of Membership of the Management Committee

13.1 Any Member of the Management Committee may resign from Membership of the Management Committee at any time by giving notice in writing to the Secretary.

13.2 Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice in which case it shall take effect on such later date.

13.3 Members of the Management Committee may be removed from office at a General Meeting of the Association where that Member shall be given the opportunity to fully present his case.

13.4 The question of whether or not a Member of the Management Committee shall be removed from office shall be determined by the vote of the Members present at such a General Meeting.

14. Vacancies on the Management Committee

14.1 The Management Committee shall have the power at any time to appoint any Member of the Association to fill any casual vacancy on the Management Committee until the next Annual General Meeting.

14.2 The continuing Members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee.

14.3 Notwithstanding the previous sub-rule, if the number of the continuing Members of Management Committee is reduced below the number fixed by these Rules as the necessary quorum of the Management Committee (for the purposes of this Rule called "the Minimum Number"), the continuing Member or Members may only act for the purpose of either:

14.3.1 increasing the number of Members of the Management Committee to the Minimum Number; or

14.3.2 summoning a General Meeting of the Association

15. Functions of the Management Committee

Except as otherwise provided by these Rules and subject to resolutions of the Members of the Association carried at any General Meeting, the Management Committee shall, and where necessary be empowered to:

15.1 control and manage the administration of the affairs, property and funds of the Association;

15.2 interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

15.3 borrow, raise or secure the payment of any money, or the performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debenture, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;

15.4 borrow money from Members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off any such securities; and

15.5 invest the funds of the Association in such manner as the Members of the Association may from time to time determine.

16. Meetings of the Management Committee

16.1 The Management Committee shall meet as required to exercise its functions.

16.2 A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one-third of the Members of the Management Committee, which requisition shall clearly state the reasons why such a special meeting is being convened and the nature of the business to be transacted at that meeting.

16.3 Not less than three (3) days' notice shall be given by the Secretary to Members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.

16.4 At every meeting of the Management Committee a simple majority of a number equal to the number of Members who have either been elected or appointed to the Management Committee as at the close of the last General Meeting of the Members, shall constitute a quorum.

16.5 If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting:

16.5.1 if convened upon the requisition of Members of the Management committee, shall lapse.

16.5.2 in any other case, shall stand adjourned to the same day in the next week at the same time and place, or to such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

16.6 The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he is not present within ten (10) minutes after the time appointed for holding the meeting, the Secretary shall be Chairman or if the Secretary is not present at the meeting then the Members may choose one of their number to be Chairman of the meeting.

16.7 All questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.

16.8 A Member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising out of such contract or proposed contract, and if he does nevertheless vote, his vote shall not be counted.

16.9 In all other respects, the Management Committee may meet together and regulate its proceedings as it thinks fit.

17. Special Committees

17.1 The Management Committee may delegate any of its powers to a sub-committee consisting of such Members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.

17.2 A sub-committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Members present may choose one of their number to be Chairman of the meeting.

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

18. Assumption of Valid Appointments

All acts done by any meeting of the Management Committee, or of a sub-committee, or by any person acting as a Member of the Management Committee, notwithstanding that it is afterwards discovered that either:

18.1 there was some defect in the appointment of any such of the Management Committee or such other person referred to; or

18.2 that the Members of the Management Committee, or any of them were disqualified,

shall be as valid as if every such person had been duly appointed and was qualified to be a Member of the Management Committee

19. Unanimous Written Resolutions

19.1 A resolution in writing signed by all Members of the Management Committee entitled to receive notice of a meeting of the Management Committee shall be as valid as if passed at a meeting of the Management Committee duly convened and held.

19.2 Any such resolution may consist of several identical documents each signed by one or more Members of the Management Committee.

20. First Annual General Meeting

The first Annual General Meeting shall be held at such time, not being less than one (1) month or more than three (3) months after the incorporation of the Association, and at such place as the Management Committee may determine.

21. Annual General Meetings

21.1 The Association shall hold an Annual General Meeting within three (3) months of the close of each and every financial year.

21.2 The business to be transacted at every Annual General Meeting shall be:

21.2.1 the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Association for the preceding financial year;

21.2.2 the receiving of the auditor's report upon the books and accounts for the preceding financial year;

21.2.3 the election of Members of the Management Committee; and

21.2.4 the appointment of an auditor.

22. General Meetings

The Secretary shall convene a General Meeting:

23.1 when directed to do so by the Management Committee;

23.2 upon receipt of a requisition in writing

23.2.1 signed by not less than one-third of the Members presently serving on the Management Committee or which is signed by other Members of the Association who together number not less than double the number of Members presently on the Management Committee plus one; and

23.2.2 which clearly states the reasons why such meeting is being convened and the nature of the business to be transacted at the proposed meeting;

or

23.3 on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for Membership or to terminate the Membership of any person.

23.4 At any General Meeting the number of Members required to constitute a quorum shall be double the number of the Members of the Management Committee plus one (1).

23.5 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

23.6 For the purposes of this rule "Member" includes a person attending as a proxy or as representing a corporation which is a Member.

23.7 If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting:

23.7.1 if convened upon the requisition of Members of the Management Committee of the Association, shall lapse.

23.7.2 In any other case shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine.

If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the Members then present shall constitute a quorum.

23.8 The President shall preside as Chairman of all General Meetings or Annual General Meetings.

23.9 If: 23.9.1 there is no President;

23.9.2 the President is not present within fifteen (15) minutes after the time appointed for the commencement of such meeting; or

23.9.3 the President is unwilling to act as Chairman of such meeting,

the Secretary shall be the Chairman.

23.10 If, in addition the Secretary is:

23.10.1 not present at such meeting; or

23.10.2 is unwilling to act as Chairman of such meeting,

the Members present shall elect one of their number to be Chairman of the meeting;

23.11 The Chairman shall maintain order and conduct the meeting in a proper and orderly manner, and subject to these Rules, in whatever manner he thinks fit.

23.12 Every question, matter or resolution shall be decided by a majority of votes of the Members present and in the case of an equality of votes the Chairman shall have a second or casting vote.

23.13 Every Member present at a General Meeting shall be entitled to one vote although no Member shall be entitled to vote at any General Meeting if his annual subscription is more than one (1) month in arrears at the date of the meeting;

23.14 Voting shall be by show of hands or a division of Members, unless not less than one-fifth of the Members present demand a ballot, in which event there shall a secret ballot.

23.15 Where a secret ballot has been validly demanded, the Chairman shall appoint two Members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded;

23.16 A Member may vote in person or by proxy or by attorney and on a show of hands every person who is a Member or a representative of a Member shall have one vote and in a secret ballot every Member present in person or by proxy or by attorney or other duly authorised representative shall have one vote;

23.17 The instrument appointing a proxy shall be in writing, in the common seal or usual form, under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.

23.18 A proxy may but need not be a Member of the Association.

23.19 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.

23.20 Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit:

BRISBANE CHURCHES TOUCH ASSOCIATION Inc.

I, of being a
Member of the above-named

Association, hereby appoint
of

as my proxy to vote for me on my behalf at the (annual) General Meeting of the Association, to be held on the day of 20...., and at any adjournment thereof.

Signed this day of 20

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

(*- strike out whichever is not desired.)

Unless otherwise instructed, the proxy may vote as he thinks fit.

and

23.21 The instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned named in the instrument proposes to vote.

23.22 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

23.23 When a meeting is adjourned pursuant to the previous sub-rule and the adjournment is for a period of thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

23.24 Where the adjournment is for a period of less than thirty (30) days it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting.

24. Notice of General Meetings

24.1 The Secretary shall convene all General Meetings of the Association including Annual General Meetings) by giving not less than three (3) days' notice of any such meeting to the Members of the Association.

24.2 The manner by which such notice shall be given shall be determined by the Management Committee provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a Member against the rejection or termination of his Membership by the Management Committee shall be given in writing.

24.3 Notice of a General Meeting shall clearly state the nature of the business to be discussed.

25. Proper Records of Meetings

25.1 The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and General Meeting to be recorded and made available to any financial Member who applies to the Secretary.

25.2 For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy.

25.3 Similarly, the minutes of every General Meeting, or Annual General Meeting, shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting.

26. Association By-laws

The Management Committee may from time to time make, amend or repeal by-laws not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a General Meeting of Members.

27. Alteration of These Rules

27.1 Subject to the provisions of the Associations Incorporations Act 1981 (as amended), these Rules may be amended, to by a special resolution passed at any General Meetings.

27.2 Notwithstanding the previous sub-rule, no amendment shall be valid unless the same shall have been previously submitted to and approved by the Director-General of the Department of Justice.

28. Common Seal

28.1 The Management Committee shall provide for a Common Seal and for its safe custody.

28.2 The Common Seal shall only be used by the authority of the Management Committee.

28.3 Every instrument to which the seal is affixed shall be signed by a Member of the Management Committee and shall be countersigned by the Secretary or by a second Member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

28.4 The Management Committee shall cause to be kept a register of all documents executed under the Common Seal of the Association which shall also include details of the minutes of the meeting which authorised or ratified the application of the Common Seal.

29. Funds and Accounts

29.1 The funds of the Association shall be banked in the name of the Association in such bank as the Management Committee may from time to time direct.

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

29.3 All moneys shall be banked as soon as practicable after they have been received by the Association.

29.4 Expenses shall be paid by cheque or electronic transfer authorised by any two of the President, Vice-President, Secretary or Treasurer or other Member authorised from time to time by the Management Committee, or via the Association's credit card for amounts under \$2,000.00.

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

29.6 The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.

29.7 All expenditure shall be approved or ratified at a Management Committee meeting.

29.8 As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement containing particulars of:

29.8.1 the income and expenditure for the financial year just ended; and

29.8.2 the assets and liabilities, and all mortgages, charges and securities affecting the property of the Association at the close of the financial year.

29.9 All such statements shall be examined by the auditor who shall present his report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.

29.10 The income and property of the Association shall be used and applied solely in promotion of the Objectives of the Association and in the exercise of its powers as set out in or via the Association's credit card Rules.

29.11 No portion of the funds of the Association shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members of the Association.

29.12 Nothing contained in or via the Association's credit card Rules shall prevent the payment, in good faith, to any Member, representing any of the following:

29.12.1 interest in respect of any moneys advanced by him to the Association, or otherwise owing by the Association to him;

29.12.2 remuneration in return for any services actually rendered to the Association;

29.12.3 a Member's out of pocket expenses incurred with the authority of the Management Committee;

29.12.4 a repayment of any money lent to the Association by that Member;

29.12.5 any reasonable and proper charges for goods hired by the Association from that Member; or

29.12.6 reasonable and proper rent for any premises leased to the Association.

30. Documents

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

31. Financial Year

The financial year of the Association shall close on 31 December in each year.

32. Distribution of Surplus Assets

32.1 The Association shall only be wound up in the manner appointed by the provisions of the Associations Incorporation Act 1981 (as amended) or its later equivalent.

32.2 If upon the Association being wound up there remains, after satisfaction of all its debts and liabilities, any property whatsoever, this property shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to another institution or institutions:

32.2.1 having objectives similar to the Objectives of the Association; and

32.2.2 whose constituent documents prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by Rule 29.10.

32.3 The institution or institutions to which the property in question is to be distributed shall be determined by the Members of the Association at a General Meeting of the Association.