

CONSTITUTION

of the

GOLD COAST SPORTS FLYING CLUB INC

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1. NAME

1.1 The name of the Association is the GOLD COAST SPORTS FLYING CLUB INC.

2. DICTIONARY

2.1 Where commencing with a capital letter, the following terms will have the following meanings unless the context or subject matter otherwise requires:

Accountant means:

- (a) a Member of CPA Australia who is entitled to use the letters 'CPA' or 'FCPA'; or
- (b) a Member of the Institute of Chartered Accountants in Australia who is entitled to use the letters 'CA' or 'FCA'; or
- (c) a Member of the Institute of Public Accountants who is entitled to use the letters 'MIPA' or 'FIPA'.

Act means the Associations Incorporation Act 1981;

Airfield means the area of land which the Association leases, holds a licence to occupy, a permit, controls and/or manages;

Articles means this Constitution for the time being of the Association;

Association means the Gold Coast Sports Flying Club Inc;

Auditor means a person registered as an auditor under the Corporations Act 2001;

Business Day means any day except a public holiday throughout Queensland or a Saturday or Sunday;

By-Laws means any by-laws made by the Management Committee under **Rule 7**;

Constitution means these Articles for the time being of the Association;

Current Assets mean the assets held by the Association as at the end date of the Association's last Financial Year, other than real property or assets capable of depreciation, and includes amounts held in financial institutions, stocks and debentures;

Financial Year means the year ending 30 June each year;

General Meeting means the annual or any extraordinary general meeting of the Association;

Intellectual Property means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Association;

Law means the Corporations Act 2001 as it applies to the Association for the time being;

Level 1 Incorporated Association means an incorporated association that has:

- (a) Current Assets of more than the amount prescribed under a regulation or, if no amount is prescribed, more than \$100,000; or
- (b) Total Revenue of more than the amount prescribed under a regulation or, if no amount is prescribed, more than \$100,000.

Level 2 Incorporated Association means an incorporated association that is not a level 1 incorporated Association or a level 3 incorporated Association;

Level 3 Incorporated Association means an incorporated association that has:

- (a) Current Assets of less than the amount prescribed under a regulation or, if no amount is prescribed, less than \$20,000; and
- (b) Total Revenue of less than the amount prescribed under a regulation or, if no amount is prescribed, less than \$20,000.

Management Committee means the management committee of the Association elected pursuant to

these Articles;

Member means a member for the time being of the Association;

Objects means the objects of the Association in Rule 5;

Office means the registered office for the time being of the Association;

Office Bearer means a person holding the office of President, Treasurer, Secretary or any other person elected to form part of the Management Committee;

Provisional means short-term or interim.

Register means the register of members kept by the Association;

Rule means a clause in these Articles;

Surplus Assets has the meaning prescribed in the Act;

Total Revenue means the Association's total income during the last Financial Year from all the Association's activities before any expenses, including the cost to the Association of goods sold by the Association, are deducted; and

Year means the period of 12 months commencing on 1 July and ending on the following 30 June.

3. INTERPRETATION

In these Articles, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and the converse;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to any statute, regulation, proclamation, or by-law includes all statutes, regulations, proclamations, or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, and by-laws issued under that statute;
- (e) a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (f) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- (g) a reference to an act, matter or thing done under the Act includes a reference to that act, matter or thing as affirmed, varied or substituted by any legislative body having power to review decisions made by the Association under the Act;
- (h) in a provision of these Articles that deals with a matter dealt with by the Law, an expression has the same meaning as in the Law, except so far as the contrary intention appears.
- (i) Expressions referring to "writing" will unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (j) a reference to a function includes a reference to a power, authority and duty;
- (k) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (l) words importing the singular include the plural and vice versa;
- (m) words importing any gender include the other gender;
- (n) references to a person include the legal personal representatives, successors and permitted assigns of that person.

- 3.1 If any provision of these Articles or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be read down it will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Articles or affecting the validity or enforceability of that provision in any other jurisdiction.

4. APPLICATION OF MODEL RULES

- 4.1 The model rules referred to in the Act are displaced by these Articles.

5. STATEMENT OF OBJECTS

- 5.1 The objects of the Association are:

- (a) to foster the continuing operation of recreational aircraft and to provide educational and training facilities in safety and all other aspects of sporting aviation;
- (b) provide and maintain airfield facilities and premises for club rooms and housing and maintaining aircraft;
- (c) generally, to do all such things as may in the opinion of the Management Committee be of benefit to the Association or Members of the Association; and
- (d) to provide funds and facilities for and to do all such things as are conducive or incidental to the attainment of the above objects or any of them.

6. POWERS OF THE ASSOCIATION

- 6.1 The Association has the powers of an individual.

- 6.2 The Association may also issue secured and unsecured notes, debentures and debenture stock for the Association.

- 6.3 The Association may, for example -

- (a) enter into contracts;
- (b) acquire, hold, deal with and dispose of property;
- (c) make charges for services and facilities it supplies;
- (d) subscribe to, become a member of and co-operate with any other association, club or organisation;
- (e) enter into any arrangements with any government or authority;
- (f) take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
- (g) borrow or raise money;
- (h) 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;
- (i) take any gift of property;
- (j) provide services as the Management Committee may determine to its Members and to such other people as may be authorised by the Management Committee to use such services; and
- (k) do other things necessary or convenient to be done in carrying out its affairs.

7. RULES, RULINGS AND GUIDELINES BY-LAWS

Formulate, Interpret and Amend By-Laws

- 7.1 The Management Committee may by special resolution (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret such By-Laws for the proper

advancement, management and administration of the Association, the advancement of the Objects as it thinks necessary or desirable. A special resolution requires that written notice be provided in advance stating the time and place of the General Meeting as required under the Association Rules to each Member who has a right to vote on the resolution. For a special resolution to be passed a majority Yes vote of 75% of those members present at the meeting who are entitled to vote is required.

- 7.2 The Management Committee may, from time to time, make, alter, add to or repeal By-Laws:
- (a) as required or permitted by the Act; and
 - (b) with respect to any other matter incidental thereto or referable to the objects of the Association.
- 7.3 Any such By-Laws will be binding on all Members and to the extent allowed by the Act.
- 7.4 Subject to the Act, any such By-Laws will be operative on and from the date of publication on the Association's website.
- 7.5 Subject to the Act, any such By-Laws may be revoked or amended by a General Meeting.

By-Laws deemed applicable

- 7.6 All rules, regulations and By-Laws of the Association in force at the date of the approval of these Articles under the Act insofar as such rules, regulations or by-laws are not inconsistent with, or have been replaced by these Articles, will be deemed to be By-Laws under this Rule 7.6.

Rulings

- 7.7 The Management Committee may from time to time make, amend or rescind rulings on any of the following matters: -
- (a) matters to be decided under these Articles by the Management Committee;
 - (b) the application of the Articles to particular cases;
 - (c) the application of the By-Laws to particular cases;
 - (d) any matter within the objects of the Association not covered by these Articles or the By-Laws; and
 - (e) any matter submitted to it in writing by a Member.
- 7.8 Subject to the Act, any such ruling is binding upon a Member.
- 7.9 Any Member who claims to have been prejudicially affected by any such a ruling may make a written request that the ruling be referred to the next General Meeting. On such a request being made, the ruling will not become effective until confirmed by such a meeting which is empowered to confirm, annul or vary the ruling.
- 7.10 A request may be withdrawn prior to the General Meeting being held in which case, unless otherwise determined by the Management Committee, the General Meeting will be cancelled.

Alteration of articles

- 7.11 Subject to the Act, these Articles may be amended, repealed or added to by a resolution carried at a General Meeting.

8. MEMBERSHIP CLASSES

Transitional Provisions

- 8.1 With the exception of Life Members, a person who, immediately before the adoption of these Articles was an Ordinary Member or a Social Member will continue to have the same status of membership on adoption of these Articles.

Member Classes

- 8.2 A person admitted as a Member will be admitted to one of the following classes of

membership:

- (a) Ordinary Members;
- (b) Social Members;
- (c) Life Members;
- (d) Provisional Members;
- (e) Family Membership; or
- (f) such new categories of Members, as may be created in accordance with these Articles.

Ordinary Members

- 8.3 An Ordinary Member means a person who is interested in using the airfield for flying and/or is accepted as an Ordinary Member and pays the relevant fees set from time to time, provided that before any such person is admitted to membership he/she will undertake to abide by the Articles and By-Laws of the Association.
- 8.4 An Ordinary Member is entitled to vote at any General Meeting of the Association.

Social Members

- 8.5 A Social member means a person or organisation who wishes to participate only in the social activities of the Association, provided that before any such person is admitted to membership he/she will undertake to abide by the Articles and By-Laws of the Association.
- 8.6 A Social Member will not have the privilege of using the airfield for the purpose of operating an aircraft.
- 8.7 A Social Member is not entitled to vote at any meeting of the Association and has no right to receive notices of any meeting of the Association.

Provisional Members

- 8.8 A Provisional Member means a person who is interested in using the airfield on a short-term basis only, and pays the relevant fee in advance, provided that before any such person is admitted to membership he/ she will undertake to abide by the Articles and By-Laws of the Association.
- 8.9 Examples of persons eligible for Provisional Membership are pilots on extended holidays in the area in their own aircraft or who wish to hire an Ordinary Member's resident aircraft, or visiting pilots seeking endorsement on an aircraft type operated by an Ordinary Member, or potential Members who want to assess the Association's advantages prior to joining as Ordinary Members.
- 8.10 This membership will expire after 4 months, without the option of extension, after which time the person can apply for Ordinary Membership and pay the corresponding Annual Subscription and Joining fees. Conversion to Ordinary Member status will incorporate the initial pro-rata fee arrangement that applies to other new ordinary Members.
- 8.11 The approval of a subsequent application for Provisional Membership, e.g. visiting again the following year, will be at the discretion of the Management Committee.
- 8.12 A Provisional Member is not entitled to a vote at any meeting of the Association and has no right to receive notices of any meeting of the Association.
- 8.13 A Provisional Member can use the Association's hangarage if available during the term of the membership, via a short-term arrangement with the respective Hangar Owner.

Family Membership

- 8.14 The spouse or partner of an Ordinary Member is entitled to become a Social Member at no additional cost.
- 8.15 An Ordinary Member's son or daughter undergoing pilot training is eligible for a 75% discount of the Ordinary Member Annual Subscription fee until they either a) turn 18 years of age, or b) have achieved Pilot status. After this time, the son or daughter will be required to

join the Club as an Ordinary Member and pay the Annual Subscription and Joining fees.

- 8.16 Family members in the pilot training phase are not entitled to vote at any General Meeting of the Association and have no right to receive notices of any meeting of the Association.

Life Members

- 8.17 The Association may, from among persons who have provided long and meritorious service with the Association, appoint Life Members in recognition of their efforts in furthering the interests of the Association.
- 8.18 A Life Member may only be elected by resolution at an Annual General Meeting.
- 8.19 A Life Member may also be a Member of another class of membership.
- 8.20 A Life Member will have voting rights and have the privileges of an Ordinary Member.

Restriction to Classes of Membership

- 8.21 The membership to any class is unlimited and may be restricted to a number to be fixed from time to time by the Management Committee.

Creation of New Categories of Membership

- 8.22 The Management Committee has the right and power from time to time to create new categories of membership with such rights (other than voting rights), privileges and obligations as are determined applicable, even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of members. No new category of membership may be granted voting rights.

9. MEMBERSHIP ADMISSION PROCEDURE

- 9.1 Every application for membership will be in the form prescribed by the Management Committee.
- 9.2 A person whose membership has been terminated by the Association is not permitted to apply to the Association to become a Member for a period of (10) years from the date of termination.
- 9.3 An applicant for membership of the Association must be proposed by a Member of the Association (the proposer) and seconded by another Member (the seconder). The proposer and the seconder may both be required to attend the meeting wherein the Management Committee considers the application.
- 9.4 An application for membership must be:
- (a) in the approved membership application form;
 - (b) signed by the applicant, the applicant's proposer and seconder; and
 - (c) enclose the fees for the membership being applied for.
- 9.5 The Management Committee must ensure that, as soon as reasonably practicable after the person applies to become a Member of the Association, and before the Management Committee considers the person's application, the person is advised of the extent and the value of the Association's Liability Insurance and the requirements for insurance to be held for aircraft using the Association's facilities.
- 9.6 The Management Committee must consider an application for membership at the next committee meeting held after it receives the application for membership and must decide at the meeting whether to accept or reject the application.
- 9.7 The Management Committee may accept or reject an application and will not be required or compelled to provide any reason for such acceptance or rejection.
- 9.8 If a majority of the Management Committee present at the meeting vote to accept the applicant as a Member, the applicant must be accepted as a Member for the class of membership applied for.
- 9.9 The Secretary of the Association must, as soon as reasonably practicable after the

Management Committee decides to accept or reject an application, give the applicant a written notice of the decision.

10. DUTIES AND EFFECT OF MEMBERSHIP

10.1 Members acknowledge and agree that:

- (a) membership of the Association is personal and is not transferable;
- (b) these Articles constitutes a contract between each of them and the Association and that they are bound by these Articles and the By-Laws;
- (c) they will comply with and observe these Articles and the By-Laws and any determination, resolution or policy which may be made or passed by the Management Committee or any duly authorised committee;
- (d) by submitting to these Articles and the By-Laws they are subject to the jurisdiction of the Association;
- (e) these Articles are made in pursuit of a common object, namely the mutual and collective benefit of the Association and the Members;
- (f) these Articles and the By-Laws are necessary and reasonable for promoting the Objects; and
- (g) they are entitled to all benefits, advantages, privileges and services of the membership.

10.2 If a Member damages or loses any property of the Association, the Member will make good the damage or loss to the satisfaction of the Management Committee. If any other person, not being a Member, damages or loses any property of the Association as a consequence of his or her introduction into its premises by a Member, that Member will make good the damage or loss to the satisfaction of the Management Committee.

11. DISCIPLINE OF MEMBERS

11.1 The Management Committee may refer the following matters for investigation or determination in its sole discretion:

- (a) an allegation or grievance (not being vexatious, trifling or frivolous) by a complainant (who may be, but need not be, a member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of these Articles, the By-Laws or any other resolution or determination of the Management Committee or duly authorised committee;
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association; or
 - (iii) brought the Association into disrepute.
- (b) where the Management Committee (in its sole discretion) considers a matter involving a Member is of a serious enough nature.

11.2 Any such Member referred to Rule 11.1 will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association set out in the By-Laws or these Articles.

12. DISCONTINUATION OF MEMBERSHIP

Resignation

12.1 Subject to these Articles, a Member who wishes to resign from membership will do so by giving notice in writing to the Secretary.

12.2 Upon receipt of the resignation notice, the notice will be referred to the Management Committee. The Member's name shall be removed from the Register and the President will record in the Register that the removal of the Member's name was made at the request of the Member, unless:

- (a) a requirement of the Management Committee, including a requirement to pay membership fees or any other moneys owing to the Association, has not been complied with by the Member, or is still in operation;
- (b) the Management Committee has not decided to deal with the resignation; or
- (c) any other condition or stipulation made by the Management Committee from time to time (whether before or after the date of the receipt of the resignation) is not satisfied,

in which case the Member's name may only be removed from the Register by a resolution of the Management Committee.

12.3 The name of a Member who dies will be removed from the Register and the Secretary will record in the Register that the Member has died.

Health

12.4 Subject to these Articles, the membership of a Member terminates if the Member becomes a person whose estate or person is liable to be dealt with in any way under the law relating to mental health.

Discretionary Life Member

12.5 The Management Committee, in its discretion, may terminate the membership of a Life Member at any time and without assigning any reason.

Termination of membership by resolution

12.6 Subject to these Articles, the Management Committee or Members in General Meeting may at any time terminate the membership of a Member if the Member:

- (a) refuses or neglects to comply with the provisions of these Articles or any applicable rules made by the Management Committee;
- (b) engages in conduct which in the opinion of the Management Committee is unbecoming of the Member or prejudicial to the interests of the Association;
- (c) fails to pay any debt due to the Association for a period of (2) months after the due date for payment; or
- (d) becomes a member of another association or flying club which occupies, or makes use of the Airfield (for the avoidance of doubt, this rule 12.6 is included to avoid conflicts of interests which may arise between two associations or flying clubs operating from the Airfield).

12.7 A decision of the Management Committee or Members in General Meeting under Rule 12.6 (a)-(d) is not effective unless:

- (a) The Secretary has given the Member concerned notice of the resolution to be considered by the Management Committee and a copy of any business papers circulated to the Office Bearers regarding the resolution not less than (28) days prior to the date of the General Meeting. If the business papers do not contain particulars of any allegations supporting the resolution that is to be considered, a statement setting out those allegations must be given;
- (b) the Member has been invited and permitted to attend that part of the General Meeting of the Management Committee at which the resolution is considered and permitted to make submissions at the General Meeting in writing and orally;
- (c) the Member is given an opportunity to respond to any matters raised in the General Meeting. The Management Committee may ask the Member to leave the General Meeting during its deliberations once submissions from all interested parties are complete; and
- (d) notice of the decision of the Members in the General Meeting is given promptly to the Member.

12.8 The name of any person ceasing to be a Member will be removed from the Register.

Appeal against termination of Membership

- 12.9 Where a Member has had their membership terminated by resolution of the Management Committee, that person may appeal against the termination to a General Meeting. Any such appeal must be in writing, directed to the Secretary and give the grounds for the appeal within (28) days after the person receives notice of the decision.
- 12.10 Upon receipt of such an appeal, the Secretary will, within (28) days, give notice of a General Meeting to consider the appeal and any other business which may otherwise be brought forward.
- 12.11 At the meeting, the applicant must be given a full and fair opportunity to show why their membership should not be terminated.
- 12.12 Also, the Members must be given a full and fair opportunity to show why the membership should be terminated.
- 12.13 An appeal must be decided by a majority vote of the Members present and eligible to vote at that meeting.
- 12.14 A Member who does not appear on their appeal will have the matter decided in their absence unless otherwise determined by the Management Committee.
- 12.15 An appeal may be withdrawn prior to the General Meeting being held.
- 12.16 A person whose membership has been terminated and does not appeal, or that person's appeal is unsuccessful is not permitted to:
- (a) be a visitor, or invited by a Member or any other person on the Airfield; or
 - (b) use any of the Association facilities.

Forfeiture of Rights

- 12.17 A Member who ceases to be a Member, for whatever reason, will forfeit:
- (a) all right in and claim upon the Association and its property including Intellectual Property. Any of the Association documents, records or other property in the possession, custody or control of that Member will be returned to the Association immediately; and
 - (b) all representation rights at General Meetings.

Membership may be reinstated

- 12.18 Membership which has lapsed, been withdrawn or terminated under these Articles may be reinstated on application in accordance with these Articles and otherwise on such conditions as the Management Committee and the Membership sees fit.

Continuing obligations

- 12.19 Termination of membership for any reason does not affect the liabilities and obligations of a Member (whether they arise under these Articles or otherwise) existing at the date of termination or which arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- 12.20 Without limiting Rule 12.19, termination of membership does not relieve a Member from any obligation to pay any membership fees payable on or before the date of termination.

13. REGISTER OF MEMBERS

- 13.1 The Association will keep and maintain a Register.
- 13.2 The Register may be kept in electronic form.
- 13.3 The Register will include the following particulars for each Member:
- (a) the full name of the Member;
 - (b) the postal, residential, and email address of the Member;

- (c) the date of admission as a Member;
- (d) the date of death or time of resignation of the Member;
- (e) details about the termination or reinstatement of membership; and
- (f) any other particulars the Management Committee or the Members at a General Meeting decide.

Inspection of Register

- 13.4 A Member must contact the Secretary in writing to arrange an inspection (but not copying), of the Register.
- 13.5 The Management Committee may, on the application of a Member pursuant to Rule 13.4 withhold information about a Member (other than the Member's full name) from the Register available for inspection if the Management Committee has reasonable grounds for believing the disclosure of the information would put the Member at risk of harm.

Prohibition of use of information on Register

- 13.6 13.6 A Member of the Association must not:
- (a) disclose information obtained from the Register to contact, or send material to, another Member of the Association for the purpose of advertising for political, religious, charitable, legal or commercial purposes; or
 - (b) disclose information obtained from the Register to someone else, knowing that the information is likely to be used to contact, or send material to, another Member of the Association for the purpose of advertising for political, religious, charitable, legal or commercial purposes.
- 13.7 Rule 13.6 does not apply if the use or disclosure of the information is approved by the Association.

14. LIABILITY OF MEMBERS

- 14.1 The liability of the Members of the Association is limited to 4 dollars.

15. MEMBERSHIP FEES

- 15.1 Fees including annual membership fees and levies payable by Members (or any category of Member) to the Association, the basis of, the time for and the manner of payment, will be determined by the Management Committee and the Membership.
- 15.2 Monies payable to the Association by the Members under Rule 15.1 will be forwarded to the Association for the Association's use by such dates as are prescribed by the Management Committee.
- 15.3 Any Member who has not paid all monies due and payable by that Member to the Association will (subject to the Management Committee's discretion) have all rights under these Articles immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until the monies are fully paid or otherwise in the Management Committee's discretion. The Member will be dealt with in the Management Committee's discretion, which includes the right to suspend, disqualify, discipline (but not impose a financial penalty) or retain that Member as a Member, or impose such other conditions or requirements as the Management Committee considers appropriate.
- 15.4 Where the Management Committee exercises its discretion under Rule 15.3 and imposes a penalty on a Member who has not paid all monies due and payable by that Member to the Association, the rules of procedural fairness will apply.

Annual Fees

- 15.5 The Management Committee and the Membership will set annual membership fees to be paid by Members. Different fee rates may apply to different classes of membership.

- 15.6 Annual membership fees are payable in full annually in advance in respect of each Year on a date determined by the Management Committee.
- 15.7 The Management Committee may exempt any Member or membership class or part of a class from the requirement to pay any membership fee.
- 15.8 Life Members will not pay any membership fees.
- 15.9 The membership fee for each class of membership is payable when, and in the way, the Management Committee decides from time to time.

No refund of membership fees

- 15.10 Termination of membership does not entitle a person to any refund of all or part of any membership fee, unless the Management Committee determines otherwise.
- 15.11 A Member who changes membership division during a Year is not entitled to any refund of all or part of any membership fees paid for that membership Financial Year, unless the Management Committee determines otherwise.

16. GENERAL MEETING

Annual General Meeting

- 16.1 The Treasurer must, as soon as practicable after each Financial Year, but otherwise within (3) months, ensure a financial statement for its last reportable financial year is prepared.
- 16.2 The Treasurer will make available to all persons entitled to receive notices of Annual General Meetings of the Association in accordance with these Articles, a copy of the accounts, the Management Committee 's report, the auditor's report and every other document required under the Act.
- 16.3 An Annual General Meeting of the Association will be held in accordance with the Act and these Articles on a date and at a venue to be determined by the Management Committee.

17. BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF LEVEL 1 INCORPORATED ASSOCIATIONS

- 17.1 This Rule 17 applies only if the Association is a Level 1 Incorporated Association.
- 17.2 The following business must be conducted at each Annual General Meeting of the Association
- (a) receiving the Association's financial statement, and audit report, for the last reportable financial year;
 - (b) presenting the financial statement and audit report to the meeting for adoption;
 - (c) electing Member s of the Management Committee;
 - (d) appointing an Auditor or an Accountant for the present Financial Year; and
 - (e) such other business as may be listed on the Agenda.

18. BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF LEVEL 2 INCORPORATED ASSOCIATIONS

- 18.1 This Rule 18 applies to a Level 2 Incorporated Association that is not required to have an audit conducted under the Collections Act 1966, the Gaming Machine Act 1991 or under any law for any other purpose.
- 18.2 The following business must be conducted at each Annual General Meeting of the Association:
- (a) receiving the Association's financial statement, and signed statement, for the last reportable financial year;
 - (b) presenting the financial statement and signed statement to the meeting for adoption;

- (c) electing Member s of the Management Committee;
- (d) appointing an Auditor, an Accountant or an approved person for the present Financial Year; and
- (e) such other business as may be listed on the Agenda.

19. BUSINESS TO BE CONDUCTED AT ANNUAL GENERAL MEETING OF LEVEL 3 INCORPORATED ASSOCIATIONS

- 19.1 This Rule 19 applies to a Level 3 Incorporated Association that is not required to have an audit conducted under the Collections Act 1966, the Gaming Machine Act 1991 or under any law for any other purpose.
- 19.2 The following business must be conducted at each Annual General Meeting of the Association:
- (a) receiving the Association's financial statement, and signed statement, for the last reportable financial year;
 - (b) presenting the financial statement and signed statement to the meeting for adoption;
 - (c) electing Member s of the Management Committee; and
 - (d) such other business as may be listed on the Agenda.

20. GENERAL MEETINGS

Convening a General Meeting

- 20.1 The Secretary must call a General Meeting by giving each Ordinary Member of the Association notice of the meeting within (3) months after:
- (a) being directed to call the meeting by the Management Committee;
 - (b) being given a written request by a Member ("Requisition"); or
 - (c) being given a written notice of an intention to appeal against the decision of the Management Committee to terminate a person's membership.
- 20.2 A Member's Requisition referred to in Rule 20.1(b) must be:
- (a) a written request which states any resolution to be proposed at the meeting; and
 - (b) signed by at least (10) Members who are entitled to vote as at the midnight before the request is given to the Association.

Notice requirements

- 20.3 Subject to the Act, if it is proposed to pass a resolution, not less than (14) days' notice of the General Meeting must be given to all Members.
- 20.4 A notice of a General Meeting must specify:
- (a) the place, the day and the time of the meeting;
 - (b) all business to be transacted at the meeting;
 - (c) any notice of motion received from a Member entitled to vote or the Management Committee in accordance with these Articles;
 - (d) the order of business;
 - (e) a list of all nominations received for positions to be elected at the relevant General Meeting; and
 - (f) the general nature of all business to be transacted at the meeting other than consideration of the accounts, the reports of the Office Bearers and the Auditors and the election of members to the Management Committee.

- 20.5 If the Secretary is unable or unwilling to call the meeting, the President must call the meeting.
- 20.6 It is not necessary for a notice of an Annual General Meeting to state that the business to be transacted at the meeting includes the consideration of the annual financial reports, the reports of the Management Committee and the Auditors, the appointment of the Auditors or the fixing of the Auditor's remuneration.
- 20.7 A person may waive notice of any General Meeting by notice in writing to the Association.
- 20.8 The non-receipt of notice of a General Meeting by, or a failure to give notice of a General Meeting to, any person entitled to receive notice of a General Meeting does not invalidate any act, matter or thing done or resolution passed at the General Meeting if:
- (a) the non-receipt or failure occurred by accident or error; or
 - (b) before or after the meeting, the person:
 - (i) waives notice of that meeting under Rule 20.10; or
 - (ii) notifies the Association of the person's agreement to that act, matter, thing or resolution by notice in writing to the Association.
- 20.9 A person's attendance at a General Meeting:
- (a) waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
 - (b) waives any objection that person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

Entitlement to Attend General Meeting

- 20.10 Notwithstanding any other Rule in these Articles, no Member will be represented at, or take part in a General Meeting, unless all monies then due and payable by that Member to the Association are paid.

21. PROCEDURE AT A GENERAL MEETING

Quorum for, and adjournment of General Meeting

- 21.1 The quorum for a General Meeting is at least 20% of those Members eligible to vote.
- 21.2 No business may be conducted at a General Meeting unless there is a quorum of Members when the meeting proceeds to business.
- 21.3 If there is no quorum within (30) minutes after the time fixed for a General Meeting called other than on the request of Members of the Management Committee or the Association:
- (a) the meeting is to be adjourned for at least (7) days, or a longer period allowed by the Chair; and
 - (b) the Management Committee is to decide the day, time and place of the adjourned meeting.
- 21.4 If a meeting is adjourned under Rule 21.3 only the business left unfinished at the meeting from which the adjournment took place may be conducted at the adjourned meeting.
- 21.5 The Secretary is not required to give the Members notice of an adjournment or of the business to be conducted at an adjourned meeting unless a meeting is adjourned for at least (30) days.
- 21.6 If a meeting is adjourned for at least (30) days, notice of the adjourned meeting must be given in the same way notice is given for an original meeting.
- 21.7 Without limiting the power to hold a General Meeting in accordance with these Articles, a General Meeting may be held where 1 or more of the Members entitled to vote is not

physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
- (b) notice of the meeting is given to all persons entitled to notice in accordance with these Articles;
- (c) if a failure in communications prevents Rule 21.7(a) from being satisfied by a quorum then the meeting will be suspended until Rule 21.87a) is satisfied again. If such is not satisfied within (15) minutes from the interruption the meeting will be deemed to have terminated; and
- (d) no meeting will be invalidated merely because no Member entitled to vote is physically present at the place for the meeting specified in the notice of meeting.

21.8 Each question, matter or resolution must be decided by a majority of votes of the Members present or who use any technology that reasonably allows the Member to hear and take part in discussions as they happen, such persons who use such technology being deemed to be present at the meeting.

21.9 A Member may take part and vote in a General Meeting in person, by proxy or by using any technology that reasonably allows the Member to hear and take part in discussions as they happen.

No Other Business

21.10 No business other than that stated on the notice for a meeting will be transacted at the General Meeting.

Chair of General Meeting

21.11 A General Meeting will be Chaired by:

- (a) the President;
- (b) the President is to preside as Chairperson; and
- (c) If the President is not present, or is unwilling or unable to preside, the Members will elect (1) of the remaining Management Committee who will, subject to these Articles, preside as Chair for that meeting only.

21.12 Subject to these Articles, the Chair's ruling on all matters relating to the order of business and the procedure and conduct of a General Meeting (including any poll or ballot) is final and no motion of dissent from a ruling of the Chair may be moved.

Standing Orders

21.13 General Meetings will be conducted in accordance with the Standing Orders which appear in the Schedule to these Articles.

22. POWERS OF THE GENERAL MEETING

22.1 The Association in General Meetings, in addition to its other powers and functions under the Act may:

- (a) requisition a General Meeting;
- (b) convene a General Meeting;
- (c) elect /dismiss the Management Committee;
- (d) alter these Articles;
- (e) consider resolutions; and
- (f) be the final arbiter on matters referred to it by the Management Committee.

23. CANCELLING, POSTPONING AND ADJOURNING GENERAL MEETINGS

- 23.1 The Management Committee may, by notice to everyone entitled to notice of the meeting:
- (a) postpone a General Meeting but not so as to contravene the Law; and
 - (b) postpone or cancel any other General Meeting called by the Management Committee.

24. VOTING AT A GENERAL MEETING

- 24.1 At a General Meeting, each question, matter or resolution, other than a special resolution, must be decided by a majority of votes of the eligible Members present.
- 24.2 Each Member present and eligible to vote is entitled to (1) vote only and, if the votes are equal, the Chairperson has a casting vote as well as a primary vote.
- 24.3 A Member is not entitled to vote at a General Meeting if the Members annual subscription is in arrears at the date of the meeting.
- 24.4 At a general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded by at least 20% of the Member's present.
- 24.5 If a secret ballot is held, the Chairperson must appoint (2) Members to conduct the secret ballot in the way the Chairperson decides.
- 24.6 The result of a secret ballot as declared by the Chairperson is taken to be a resolution of the meeting at which the ballot was held.
- 24.7 If there is an equality of votes, whether on a show of hands or on a ballot, the Chair has a casting vote in addition to the Chair's deliberative vote as a Member.
- 24.8 If a ballot is not duly demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the General Meetings of Members, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Conduct of a ballot

- 24.9 A ballot may not be taken on the election of a Chair or on a question of adjournment.
- 24.10 A ballot may be demanded by:
- (a) The Chair; or
 - (b) 20% of Members present in person and entitled to vote.
- 24.11 The demand for a ballot may be withdrawn.
- 24.12 The demand for a ballot does not prevent the continuance of a meeting for the transaction of business other than the question on which the ballot is demanded.
- 24.13 If a ballot is duly demanded, it must be taken in the manner and at such time as the Chair directs.
- 24.14 The result of the ballot is the resolution of the meeting on the question concerned.

25. PROXIES

- 25.1 A Member entitled to vote at a General Meeting may appoint another Member as his or her proxy to attend and vote in his or her stead at a General Meeting. A Member may be proxy for any number of Members who are entitled to vote at a General Meeting.
- 25.2 An instrument appointing a proxy which does not comply with this Rule 25 is invalid unless the meeting determines to accept the instrument.
- 25.3 Each instrument appointing a proxy must be given to the Secretary before the start of the

meeting or adjourned meeting at which the person named in the instrument proposes to vote. Such instrument will be in the following form: -

<p>Proxy Vote Form</p> <p>I,of, being a Member of the Association entitled to vote by proxy pursuant to the Constitution, hereby appoint (or failing that person,) as my proxy to vote for me and on my behalf at the General Meeting of the Association to be held on/...../..... and at any adjournment thereof. This form is to be used for the following resolutions – <i>(List relevant resolutions and tick whichever vote is wanted)</i></p> <p>1.Resolution <input type="checkbox"/> In favour of <input type="checkbox"/> Against <input type="checkbox"/> As decided by my proxy</p> <p>2.Resolution <input type="checkbox"/> In favour of <input type="checkbox"/> Against <input type="checkbox"/> As decided by my proxy</p> <p>3.Resolution <input type="checkbox"/> In favour of <input type="checkbox"/> Against <input type="checkbox"/> As decided by my proxy</p> <p>Signature..... Date/...../.....</p>
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26. RESOLUTIONS NOT IN MEETING

26.1 Except:

- (a) in the case of an Annual General Meeting; or
- (b) where a resolution is required under these Articles or under the Act;

a resolution in writing signed or assented to by email or other form of visible or other electronic communication by all the Members entitled to vote will be as valid and effectual as if it had been passed at a meeting of Members entitled to vote duly convened and held. Any such resolution may consist of several documents in like form each signed by (1) or more of the Members entitled to vote.

27. MINUTES OF GENERAL MEETINGS

- 27.1 The Secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each General Meeting are entered in a minute book.
- 27.2 To ensure the accuracy of the minutes, the minutes of each General Meeting must be signed by the Chairperson of the meeting, or the Chairperson of the next General Meeting, verifying their accuracy.
- 27.3 If asked by a Member of the Association, the Secretary must, within (28) days after the request is made, make the minute book for a particular General Meeting available for inspection by the Member at a mutually agreed time and place.
- 27.4 The Association may require the Member to pay the reasonable costs of providing copies of the minutes.

28. MANAGEMENT COMMITTEE

- 28.1 There will be a council of members called the Management Committee constituted as provided for in these Articles. The Management Committee will be elected annually.
- 28.2 At each Annual General Meeting of the Association, the Members of the Management Committee must retire from office but are eligible, on nomination, for re-election.
- 28.3 The Management Committee will be elected at an Annual General Meeting in accordance with these Articles.

Officers of the Management Committee

- 28.4 The office bearers of the Management Committee will be:
 - (a) President;
 - (b) Treasurer;
 - (c) Secretary; and
 - (d) and any other Member the Association Member's elect at the Annual General Meeting.

Eligibility to vote

- 28.5 A Member who is eligible to vote, may only do so if that Member is not in arrears in payment of any amount payable to the Association and is an adult person.
- 28.6 Each Member of the Association present and eligible to vote at the annual General Meeting may vote for 1 candidate for each vacant position on the Management Committee;

Nomination Procedure

- 28.7 Only Ordinary Members of the Association are permitted to be an Office Bearer.
- 28.8 The Secretary will call for nominations for the positions of President, Treasurer, Secretary and other members of the Management Committee not less than (28) days before the day fixed for the Annual General Meeting:
 - (a) specifying:
 - (i) the date of the forthcoming election of the Management Committee
 - (ii) the names of the Office Bearers to retire at the Annual General Meeting
 - (iii) which of the retiring Office Bearers are eligible and willing to be re-elected
- 28.9 Every candidate for election will be nominated in writing on a form prescribed by the Management Committee. A supply of such forms will be kept available for Members by the Secretary at the Office of the Association. Every nomination form will be signed by the Member entitled to vote and contain the consent of the Member nominated.
- 28.10 A nomination will be in or to the effect of the following form:

The Gold Coast Sports Flying Club – Management Committee Nomination Form	
I hereby nominate of	
for election as <i>(select one or more positions)</i>	
<input type="checkbox"/> President <input type="checkbox"/> Treasurer <input type="checkbox"/> Secretary <input type="checkbox"/> Vice President <input type="checkbox"/> Committee Member	
Name	Signature Date/...../.....
I consent to the above nomination.	
Signed by the Candidate Date/...../.....	

- 28.11 Every Member who is eligible to vote is entitled to nominate for any or all of the positions of the Management Committee.
- 28.12 At the expiration of the time for receiving nominations the Secretary will prepare a list containing the names of all persons nominated.
- 28.13 If no more than the requisite number of candidates is nominated for any office, the candidates duly proposed will be declared elected at the Annual General Meeting.
- 28.14 If fewer than the requisite number of candidates is nominated for any office, after the Chair's declaration of those candidates who have been duly nominated, to be elected, the Annual General Meeting may:
- (a) leave the filling of the vacancies to the Management Committee by appointment as on casual vacancies; or
 - (b) adjourn the meeting and permit further written nominations in due form by a date fixed by the meeting; or
 - (c) by a two thirds majority direct that further nominations of candidates be taken by oral nomination then and there, and then proceed at the meeting to fill the remaining vacancies by secret ballot.
- 28.15 If more than the requisite number of candidates are nominated for any office, a secret ballot will be held for the election of the requisite number.
- 28.16 If an election is required, the Secretary will not less than (7) days before the day fixed for the Annual General Meeting, send the appropriate voting paper to every Member entitled to vote.

29. RESIGNATION, REMOVAL OR VACATION OF OFFICE OF MANAGEMENT COMMITTEE MEMBER

- 29.1 A Member of the Management Committee may resign from the committee by giving written notice of resignation to the Secretary.
- 29.2 The resignation takes effect at:
- (a) the time the notice is received by the Secretary; or
 - (b) if a later time is stated in the notice - the later time.
- 29.3 A Member may be removed from office at a General Meeting of the Association if a majority of the Member s present and eligible to vote at the meeting vote in favour of removing the Member.
- 29.4 Before a vote of Member s is taken about removing the Member from office, the Member must be given a full and fair opportunity to show cause why he or she should not be removed from office.
- 29.5 A Member has no right of appeal against the Member s' removal from office under this Rule 29.

Vacancies on Management Committee

- 29.6 If a casual vacancy happens on the Management Committee, the continuing Members of the committee may appoint another Member of the Association to fill the vacancy until the next Annual General Meeting.
- 29.7 The continuing Members of the Management Committee may act despite a casual vacancy on the Management Committee.
- 29.8 However, if the number of committee Members is less than (3) the continuing Members may act only to:
- (a) increase the number of Management Committee members to the number required for a quorum; or

- (b) call a General Meeting of the Association.

Casual Vacancies

- 29.9 A vacancy in the Management Committee becomes vacant if an Office Bearer:
- (a) dies;
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
 - (d) resigns his/her office by providing notice in writing to the Association;
 - (e) is absent without the consent of the Management Committee from (3) consecutive Management Committee meetings held during a period of (6) months;
 - (f) without the prior consent or later ratification of the Members in General Meeting, holds any office of profit under the Association;
 - (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
 - (h) is removed from office by resolution pursuant to these Articles.

30. FUNCTIONS OF THE MANAGEMENT COMMITTEE

- 30.1 Subject to these Articles or a resolution of the Members of the Association carried at a General Meeting, the Management Committee has the general control and management of the administration of the affairs, property and funds of the Association.
- 30.2 The Management Committee has authority to interpret the meaning of these Articles and any matter relating to the Association on which the Articles are silent, but any interpretation must have regard to the Act, including any regulation made under the Act.
- 30.3 The Management Committee may exercise the powers of the Association -
- (a) the Management Committee must obtain a vote of 75% of the Ordinary Members present at a General Meeting to carry out any of the following:
 - (i) to borrow, raise or secure the payment of amounts in a way the Members of the Association decide;
 - (ii) to secure the amounts mentioned in Rule 30.3(a)(i) or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way, including by the issue of debentures (perpetual or otherwise) charged upon the whole or part of the Associations property, both present and future;
 - (iii) to purchase, redeem or pay off any securities issued;
 - (iv) to borrow amounts from Members and pay interest on the amounts borrowed;
 - (v) to mortgage or charge the whole or part of its property;
 - (vi) to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association;
 - (vii) to provide and pay off any securities issued; and
 - (viii) to invest in a way, the Ordinary Members of the Association may from time to time decide.
- 30.4 The rate of interest in Rule 30.3(a)(ii) must not be more than the current rate being charged for overdrawn accounts on money lent (regardless of the term of the loan) by:
- (a) the financial institution for the Association; or

- (b) if there is more than (1) financial institution for the Association - the financial institution nominated by the Management Committee.

Management Committee may delegate functions

- 30.5 The Management Committee may by instrument in writing create or establish or appoint from among the Management Committee or otherwise, committees, individual officers or consultants to carry out such duties and functions and with such powers, as the Management Committee determines.

Delegation by Instrument

- 30.6 The Management Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:
- (a) this power of delegation; and
 - (b) a function imposed on the Management Committee or any other law or these Articles.

Delegated function exercised in accordance with terms

- 30.7 A function, the exercise of which has been delegated under these Articles, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

Delegation may be conditional

- 30.8 A delegation under Rule 30.7 may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

Revocation of delegation

- 30.9 The Management Committee may by instrument in writing, revoke wholly or in part any delegation and may amend, repeal or veto any decision made by such body or person.

31. DUTIES OF OFFICE BEARERS

- 31.1 The President will supervise the affairs of the Association and is an ex-officio Member of all committees established by the Management Committee.
- 31.2 The Treasurer will manage the finances of the Association and must report on the financial position of the Association as required and attend to all other duties required by the Law and the Management Committee.
- 31.3 The Secretary will carry out such duties as the Management Committee will determine from time to time, but otherwise will:
- (a) calling meetings of the Association, including preparing notices of a meeting and of the business to be conducted at the meeting in consultation with the President of the Association; and
 - (b) keep minutes of each meeting; and
 - (c) keep copies of all correspondence and other documents relating to the Association; and
 - (d) maintaining the Register of the Association.

Representations by the Association

- 31.4 The President may make statements or express views about matters of public interest on behalf of the Association. The President or the Management Committee may authorise any Member or Members to make statements or express such views for such period and under such conditions as the President or Management Committee sees fit.
- 31.5 The President or Management Committee may authorise any Member or Members to represent the Association or Management Committee before any government or parliamentary or other body or committee to give evidence or make statements or express

views on behalf of the Association or Management Committee for such period and upon such conditions as the President or Management Committee sees fit.

- 31.6 Unless duly authorised to do so under Rule 31.4 or 31.5, no Member may make any statement or express any view which purports to be a statement or view of the Association or Management Committee or having been made or expressed on behalf of or with the concurrence of the Association or Management Committee.

32. MEETINGS OF THE MANAGEMENT COMMITTEE

- 32.1 The Management Committee will meet as often as is deemed necessary for the dispatch of business and may adjourn and, subject to these Articles, otherwise regulate, its meetings as it thinks fit.

- 32.2 The Management Committee must decide how a meeting is to be called.

- 32.3 Notice of a meeting is to be given in the way decided by the Management Committee.

Special meeting of Management Committee

- 32.4 If the Secretary receives a written request signed by at least 33% of the Members, the Secretary must call a special meeting of the Committee by giving each Office Bearer the notice of the meeting within (14) days after the Secretary receives the request.

- 32.5 If the Secretary is unable or unwilling to call the special meeting, the President must call the meeting.

- 32.6 A request for a special meeting must state -

- (a) why the special meeting is called; and
- (b) the business to be conducted at the meeting.

- 32.7 A special meeting of the Management Committee must be held within (28) days after notice of the meeting is given to each Office Bearer of the Management Committee.

Present at Meeting

- 32.8 The Management Committee may conduct meetings by telephone, audio-visual link up or any other technological means provided that all Office Bearers are able to hear and be heard by all others attending the meeting.

- 32.9 An Office Bearer participating in a meeting in accordance with Rule 32.8 is deemed to be present, including for the purposes of constituting a quorum and is entitled to vote at the meeting.

- 32.10 A meeting conducted by telephone, audio-visual link up or other technological means is to be treated as held at the place agreed upon by the Management Committee provided that at least (1) Office Bearer present at the meeting was at such place for the duration of the meeting.

- 32.11 An original document, or a photocopy which is in the possession of or has been seen by all Office Bearer's attending the Management Committee meeting prior to, or at the time of that meeting may be treated as a document tabled at that meeting.

Quorum for, and adjournment of, Management Committee meeting

- 32.12 Unless the Management Committee determines otherwise, a quorum comprises (4) members of the committee.

- 32.13 If there is no quorum within (30) minutes after the time fixed for a Management Committee meeting called on the request of members of the committee, the meeting lapses.

- 32.14 If there is no quorum within (30) minutes after the time fixed for a Management Committee meeting called other than on the request of the members of the committee:

- (a) the meeting is to be adjourned for at least (1) day; and
- (b) the members of the committee who are present are to decide the day, time and place of the adjourned meeting.

- 32.15 Business will not be transacted at any Management Committee meeting unless a quorum is present.

Majority Decisions

- 32.16 Questions arising at any meeting of the Management Committee will be decided by a majority of votes. A resolution passed by a majority of Management Committee will for all purposes be deemed a determination of the Management Committee.

Casting Vote

- 32.17 In the case of an equality of votes, the Chair of the meeting will have a second or casting vote.

Chair

- 32.18 The President will Chair any Management Committee meeting at which he is present. If the President is not present, or is unwilling or unable to preside the remaining Management Committee will appoint one of their number to preside as Chair for that meeting only.

Manage general business

- 32.19 The business and affairs of the Association will be managed and administered by the Management Committee.

- 32.20 The Management Committee may exercise all the powers of the Association and:

- (a) do all the acts that may be done on behalf of the Association;
- (b) exercise all the powers that may be exercised by the Association, and
- (c) delegate any power (other than this power),

which are not required to be exercised by the Association in General Meeting, by the Law or by these Articles.

- 32.21 Subject to these Articles, the Management Committee may engage the services of any person as any employee or contractor for such term and at such remuneration and upon such conditions as it may think fit. Further the Management Committee may enter into any contracts or arrangements for the supply of services as it may think fit.

Written Resolutions

- 32.22 If a majority of Management Committee entitled to vote on a resolution, assent to the resolution set out in a document, the resolution is taken to be passed by the Management Committee.

- 32.23 Any resolution may consist of several copies of a document in identical terms, each of which has been assented to by (1) or more Management Committee member.

- 32.24 A Management Committee or may signify assent to a resolution set out in a document by signing the document or by notifying the Association of the Management Committee member assent in person or by post or by telephone, facsimile transmission, by e-mail or other electronic means.

- 32.25 Where a Management Committee or signifies assent to a resolution set out in a document otherwise than by signing the document, the Management Committee or must by way of confirmation sign the document at the next meeting of the Management Committee attended by that Management Committee or, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

- 32.26 The resolution is passed when the last Management Committee or constituting the necessary majority signifies his or her assent to the resolution.

Minutes of Management Committee meetings

- 32.27 The Secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each Management Committee meeting are entered in a minute book.

- 32.28 To ensure the accuracy of the minutes, the minutes of each Management Committee

meeting must be signed by the Chairperson of the meeting, or the Chairperson of the next Management Committee meeting, verifying their accuracy.

Defective Appointment

32.29 All acts done by the Management Committee or by any member of the Management Committee or by any person acting as a member of the Management Committee or are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be, or to act as, a Management Committee member, or that a person so appointed was disqualified, as valid as if the person had been duly appointed.

Powers of the Management Committee

32.30 Subject to the Act and these Articles, the business of the Association will be governed, and the powers of the Association will be exercised, by the Management Committee. The Management Committee will act in accordance with the Objects and will operate for the collective and mutual benefit of the Association and the Members.

Resolutions of Management Committee without meeting

32.31 A written resolution signed by each Office Bearer of the Management Committee is as valid and effectual as if it had been passed at a committee meeting that was properly called and held.

32.32 A resolution mentioned in Rule 32.31 may consist of several documents in like form, each signed by 1 or more Office Bearer.

Decisions of Management Committee

32.33 Subject to these Articles, questions arising at any meeting of the Management Committee will be decided by a majority of votes and a determination of a majority of at any meeting of the Management Committee which Office Bearer is unable to attend, his or her proxy appointed in writing or by oral notice to the President or Secretary may attend and exercise all rights of that Office Bearer in his or her stead.

32.34 All Management Committee will have (1) vote on any question. The Chair will also have a casting vote where voting is equal.

Resolutions not in meeting

32.35 A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Management Committee will be as valid and effectual as if it had been passed at a meeting of Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by (1) or more of the Management Committee.

32.36 Without limiting the power of the Management Committee to regulate their meetings as they think fit, a meeting of the Management Committee may be held where (1) or more of the Management Committee is not physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
- (b) notice of the meeting is given to all the Management Committee entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee; and
- (c) in the event of a failure in communications prevents Rule 32.36(a) from being satisfied by a quorum of Management Committee then the meeting will be suspended until Rule 32.36(a) is satisfied again. If such is not satisfied within 15 minutes from the interruption the meeting will be deemed to have terminated.

Notice of Management Committee meetings

32.37 Unless all Management Committee agree to hold a meeting at shorter notice (which agreement will be sufficiently evidenced by their presence), not less than (14) days' written notice of the meeting of the Management Committee will be given to each Committee Member. The agenda will be forwarded to each Committee Member not less than (7) days

prior to such meeting.

Validity of Management Committee decisions

- 32.38 A procedural defect in decisions taken by the Management Committee will not result in such decision being invalidated.
- 32.39 A member of the Committee with a conflict of interest must declare the nature of the interest immediately in writing to the President.
- 32.40 The Secretary must record every declaration of interest in the minutes of the Management Committee meeting at or after which it is made.
- 32.41 If an Office Bearer holds an interest in a contract or proposed contract with the Association and declares the nature of the interest as required by these Articles:
- (a) the Office Bearer is not disqualified by holding office or from contracting or entering into any arrangement with the Association whether as vendor, purchaser or otherwise;
 - (b) a contract or arrangement entered into by or on behalf of the Association in which the Office Bearer has in any way, whether directly or indirectly, an interest, is not liable to be voided; and
 - (c) the Office Bearer is not liable to account to the Association for a profit realised from that contract or arrangement by reason of the Office Bearer holding that office.

33. PARTICIPATION BY INTERESTED OFFICE BEARER

- 33.1 An Office Bearer may not vote on or be present during the consideration by the Management Committee of any matter in which the Office Bearer has, directly or indirectly, a material personal interest. If an Office Bearer votes in contravention of this Rule 33 that Office Bearer's vote is not counted.
- 33.2 An Office Bearer who is not entitled to vote or to be present during the consideration of a matter may not be counted in any quorum required for a meeting of the Management Committee.
- 33.3 The prohibitions in Rules 33.1 and 33.2 do not apply if:
- (a) the Management Committee has at any time resolved that it is satisfied that the Office Bearer interest in the matter (as specified by resolution of the Management Committee) should not disqualify the Office Bearer from considering or voting on the matter; or
 - (b) the interest that the Office Bearer has in the matter arises by reason only that the Office Bearer is a Member and has an interest in the matter in common with the other Members.

34. APPOINTMENT OF SUBCOMMITTEES

- 34.1 The Management Committee may appoint a subcommittee consisting of Member s of the Association considered appropriate by the committee to help with the conduct of the Associations operations.
- 34.2 A Member of the subcommittee who is not a Member of the Management Committee is not entitled to vote at a Management Committee meeting.
- 34.3 A subcommittee may elect a Chairperson of its meetings.
- 34.4 If a Chairperson is not elected, or if the Chairperson is not present within (10) minutes after the time fixed for a meeting, the Member s present may choose (1) of their number to be Chairperson of the meeting.
- 34.5 A subcommittee may meet and adjourn as it considers appropriate.
- 34.6 A question arising at a subcommittee meeting is to be decided by a majority vote of the Member s present at the meeting and, if the votes are equal, the question is decided in the

negative.

35. ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS

35.1 An act performed by the Management Committee, a subcommittee or a person acting as a Member of the Management Committee is taken to have been validly performed.

35.2 Rule 35.1 applies even if the act was performed when:

- (a) there was a defect in the appointment of a member of the Management Committee, subcommittee or person acting as a member of the Management Committee; or
- (b) a Management Committee member, subcommittee member or person acting as a member of the Management Committee was disqualified from being a Member.

36. GENERAL INDEMNITY

36.1 Every Auditor, manager, employee or agent of the Association will be indemnified out of the property or assets of the Association against any liability incurred by him in his capacity as auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the *Corporations Act*, granted to him by the Court.

37. INDEMNITY FOR OFFICERS

37.1 To the extent that the Law permits and subject to this chapter the Association must indemnify each Office Bearer against any liability that the Office Bearer may incur by being an Office Bearer or in carrying out the business or exercising the powers of the Association.

37.2 Those liabilities include, without limitation:

- (a) a liability to another person (except the Association or a related body corporate);
- (b) a liability for costs or expenses incurred by the Office Bearer;
- (c) in defending a proceeding, whether civil or criminal, in which judgment is given in favour of the Office Bearer or in which the Office Bearer is acquitted; or
- (d) in connection with an application, in relation to such a proceeding, in which the court grants relief to the Office Bearer under the Law,

but do not include a liability arising out of conduct that involves a lack of good faith.

37.3 The indemnity under this Rule 37 will be limited to the amount of the liability after deducting:

- (a) the amount in respect of which the person is otherwise entitled to be indemnified and is otherwise actually indemnified by another person (including, in particular, an insurer under any insurance policy); and
- (b) where the liability is incurred in the conduct of the business of another person or in the discharge of the duties of the Office Bearer in relation to another person, the amount in respect of which the Office Bearer is entitled to be indemnified and is actually indemnified out of the assets of that person.

37.4 To the maximum extent permitted by the Law, liability in this Rule 37 means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind, including in particular, legal costs (calculated on a solicitor/client basis) incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

Former Management Committee

37.5 The indemnities conferred on Management Committee this Rule 37 apply in relation to each person who is at any time a Management Committee for all the period that person is an Office Bearer. The person may claim on the indemnities in respect of that period even though the person is not a Management Committee at the time the claim is made.

Further Indemnities

- 37.6 Notwithstanding any other Rule, the Association may indemnify or agree to indemnify or enter into (and pay premiums on) a contract of insurance in respect of a person (whether or not that person is, or has been, an Office Bearer) to the extent permitted by the Law.

38. RECORDS AND ACCOUNTS

Bank Account

- 38.1 The funds of the Association must be kept in an account in the name of the Association in a financial institution decided by the Management Committee.

Records Kept in Accordance with the Act

- 38.2 Proper accounting and other records will be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account will be kept in the care and control of the Treasurer.
- 38.3 Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the Association.

The Association to retain records

- 38.4 The Association will retain such records for not less than (7) years after the completion of the transactions or operations to which they relate.

Management Committee to submit accounts

- 38.5 The Management Committee will submit to the Annual General Meeting the accounts of the Association in accordance with these Articles and the Act.

Accounts Conclusive

- 38.6 The accounts when approved or adopted by an Annual General Meeting will be conclusive except as regards any error discovered in them within (3) months after such approval or adoption.

Inspection of accounts

- 38.7 Subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with these Articles, the accounts will be open to inspection (but not copying) by Members.

Annual Accounts

- 38.8 The Management Committee must cause to be prepared, circulated to and laid before the Members in the Annual General Meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as from time to time required by the Act.

Deposits and Negotiable Instruments

- 38.9 All amounts must be deposited in the financial institution account as soon as practicable after receipt.
- 38.10 A payment by the Association of \$100 or more must be made by cheque or electronic funds transfer.
- 38.11 If a payment of \$100 or more is made by cheque, the cheque must be signed by any 2 of the following -
- (a) President;
 - (b) Secretary;
 - (c) Treasurer; or
 - (d) any (1) of (3) other Members of the Association who have been authorised by the Management Committee to sign cheques issued by the Association.
- 38.12 Cheques, other than cheques for wages, allowances or petty cash recoupment, must be crossed not negotiable.

38.13 A petty cash account must be kept on the impress system, and the Management Committee must decide the amount of petty cash to be kept in the account.

38.14 All expenditure must be approved or ratified at a Management Committee meeting.

General financial matters

38.15 The income and property of the Association must be used solely in promoting the Association's objects and exercising the Association's powers.

39. AUDITOR

39.1 A properly qualified Auditor or Auditors will be appointed and the remuneration of such Auditor or Auditors fixed by the Management Committee. The Auditor's duties will be regulated in accordance with generally accepted principles, or any applicable code of conduct.

39.2 The accounts of the Association including the profit and loss accounts and balance sheet will be examined by the Auditor or Auditors at least once in every year.

40. COMMON SEAL

40.1 The Management Committee must ensure the Association has a common seal.

40.2 The common seal must be:

- (a) kept securely by the Management Committee; and
- (b) used only under the authority of the Management Committee.

40.3 Each instrument to which the seal is attached must be signed by (1) member of the Management Committee and countersigned by:

- (a) the Secretary;
- (b) another member of the Management Committee; or
- (c) someone authorised by the Management Committee.

41. NOTICES

Manner of Notice

41.1 This Rule 41 applies to serving a notice or document (called a notice) for the purposes of these Articles, whether the expression service, give, send or a similar expression is used.

How to Serve

41.2 Subject to the rest of this Rule 41, a notice may be served on a Member in any of the following ways:

- (a) by giving it to the Member;
- (b) by leaving it at the Member's address;
- (c) by post, that is, by sending it by pre-paid post addressed to the Member at the Member's address;
- (d) by e-mail, that is, by sending it by e-mail to the Member at the Member's e-mail address;
- (e) in any other way the Law provides for service on the Member.

Members' addresses

41.3 A Member's address is:

- (a) the address shown in the Register as the Member's address;

- (b) if the address shown in the Register as the Member's address is outside Australia either that address or an address within Australia that the Member has notified the Association is to be used for service of notices.
- (c) if the home address, postal address, electronic mail address or facsimile number of a Member changes, the Member will promptly give notice of the change to the Association.

When notices sent by post received

- 41.4 A notice sent by post to an address in Australia is taken to be received (3) Business Days after it is sent.
- 41.5 If sent to an address outside Australia, it is taken to be received (7) Business Days after it is sent.
- 41.6 A notice to be served by post on a Member to an address outside Australia must be sent Members' e-mail addresses.

Service by e-mail

- 41.7 A notice served by e-mail is taken not to be served if the computer system used to send it reports that the mail was not received or the mail is returned as not having been delivered.
- 41.8 It is taken to be received by the Member on the next Business Day.

Signature of notice

- 41.9 The Association may sign a notice in any way it determines.

Counting days

- 41.10 Where a specified period must elapse after giving a notice before an action may be taken, neither the day the notice is given nor the day the action is to be taken is counted in reckoning the period.

Certificate of Office Bearer

- 41.11 A certificate signed by an Office Bearer that a notice was given by the Association as set out in the certificate is admissible as evidence, and is conclusive evidence, that the notice was so given.

Deemed Service of Notices

- 41.12 If:
 - (a) the Association, or an Office Bearer, believes on reasonable grounds that a Member is not at the Member's registered address; or
 - (b) on (2) or more consecutive occasions a notice served on the Member at that address is returned with an indication that the Member is not known at the address,

a notice may be effectively served on the Member by exhibiting it at the Association's Office for at least (48) hours. However, this does not apply if before the end of the (48) hours, the Member gives the Association notice of a new address.

Notice of meetings

- 41.13 Subject to the Law, a notice of a General Meeting or a meeting of the Management Committee is taken to be given on the day of dispatch.
- 41.14 The accidental failure to give a notice of meeting to a Member or Office Bearer or the non-receipt of such a notice will not invalidate the proceedings of the meeting.
- 41.15 Notice of every General Meeting will be given in the manner authorised and to the persons entitled to receive notice under these Articles.

42. AUTHORITY TO TRADE

- 42.1 The Association is authorised to trade in accordance with the Act.

43. APPLICATION OF INCOME

- 43.1 The income and property of the Association will be applied solely towards the promotion of the purposes of the Association as set out in these Articles. The Association is prohibited from making any distribution to its Members, whether in money, property or in any other way, of any assets belonging to the Association. This does not prevent the payment in good faith of remuneration of any Office Bearer or employees of the Association for services actually rendered nor prevent the payment of interest on money lent or reasonable and proper rent for premises demised or let by any Member to the Association.
- 43.2 The Association is prohibited from appointing any Member to any salaried office of the Association or any office of the Association paid by fees and from giving any remuneration or other benefit in money or money's worth to any Member except:
- (a) for any services actually rendered to the Association whether as an employee or otherwise;
 - (b) for goods supplied to the Association in the ordinary and usual course of business;
 - (c) of interest on money borrowed;
 - (d) of rent for premises demised or let by any Member to the Association;
 - (e) for any out-of-pocket expenses incurred by the Member on behalf of the Association,

provided that any such payment will not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

44. WINDING UP

- 44.1 Every Member of the Association (other than Life Members) undertakes to contribute to the assets of the Association in the event of it being wound up during the time that he or she is a Member or within (1) year afterwards for payment of the debts and liabilities of the Association contracted before the time at which the Member ceases to be a Member and of the costs, charges and expenses of winding up the Association and the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding (4) dollars.

45. SURPLUS

- 45.1 This Rule 45 applies if the Association -
- (a) is wound-up under the Act; and
 - (b) has Surplus Assets.
- 45.2 If upon the winding up of the Association there remains, after satisfaction of all its debts and liabilities any property, it must be given or transferred to some other institution or institutions having purposes similar in whole or in part to the purposes of the Association and which prohibits the distribution of any surplus to at least the same extent as is required by these Articles.
- 45.3 The institution or institutions must be nominated by resolution of the Association at the time of winding up and in default of such resolution by the Chief Justice or such other Judge of the Supreme Court of Queensland as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to this Rule 45 then to some charitable object.

SCHEDULE STANDING ORDERS OF THE ASSOCIATION

46. SCOPE

46.1 Meetings of the Association will be conducted in accordance with these Standing Orders.

47. MEETINGS

Duration of meetings

47.1 Meetings will commence promptly at the time set out in the notice of meeting and will continue until all business shown on the agenda has been dealt with unless the meeting resolves otherwise.

Business in accordance with the Agenda

47.2 The meeting will deal with the items of business set down for a meeting in the order in which they appear on the agenda.

Attendance at meetings

47.3 All Ordinary Members may attend every meeting. Meetings may be observed by:

- (a) any other Members; and
- (b) any persons invited by the meeting or the Chair to attend.

48. ORDER

Chair

48.1 The Chair of a meeting will be determined by Rule 21.11

Speakers to be heard in Silence

48.2 A person addressing a meeting will be heard in silence.

Chair to control meeting

48.3 The Chair will maintain order and conduct each meeting in accordance with these Standing Orders.

Points of order

48.4 An Ordinary Member may take a point of order at any time.

48.5 On the taking of a point of order, debate on any matter will be suspended subject to the ruling of the Chair on the point of order.

48.6 A point of order must be clearly and succinctly stated in less than (2) minutes, will contain no irrelevancy, and will not seek to debate any motion before the Chair.

48.7 A point of order may be asserted on the grounds that the speaker was:

- (a) using unseemly language;
- (b) not speaking on the question before the meeting;
- (c) moving an amendment contrary to the intention expressed in the original motion;
- (d) engaging in unlawful conduct; or
- (e) infringing a provision of these Articles, which include these Standing Orders.

48.8 If the Chair rules upon a point of order, the ruling will determine the matter in accordance with Rule 21.12.

49. MOTIONS

Motions to be on notice

- 49.1 Notice of a motion must be given not less than (14) days prior to the date of the notice convening the meeting.

Matters already dealt with

- 49.2 No motion or amendment may be proposed at a meeting which is in substance the same as a motion or amendment previously proposed and disposed of at the same meeting.

Motions must be Seconded

- 49.3 A motion will lapse if there is no seconder.

One speech per Member per motion

- 49.4 No Member will speak more than once on any motion or amendment other than the mover of a motion in reply.

Motions carried if no objection

- 49.5 If, before calling upon the mover of a motion to speak, the Chair asks if there is any objection to the motion and no Member objects, the motion will be declared carried.
- 49.6 If the mover of a motion has spoken, the motion has been seconded; and no Member speaks against the motion, the Chair will put the motion without further debate.

Order of Speech

- 49.7 After the mover of a motion has spoken the seconder may speak or reserve his or her right to speak and then the Chair will call upon speakers against the motion and for the motion alternately.
- 49.8 Subject to Rule 49.6 if, after a Member has spoken for or against a motion or amendment, no Member seeks to speak to the contrary, the Chair may permit any other Member willing to speak on the motion to address the meeting or put the motion after allowing the mover to exercise his or her right of reply.
- 49.9 If 2 or more Members wish to speak, the Chair will call upon the Member who, in the Chair's opinion, first indicated a wish to speak.

Secunder may reserve right to speak

- 49.10 The seconder of a motion or an amendment may speak after the mover or may reserve his or her right to speak until later in any debate.
- 49.11 If there is no opposition to a motion or the mover has exercised his or her right of reply, the reserved right of a seconder of the motion will not be exercised.

Speaking Times

- 49.12 The mover of a substantive motion will be allowed 5 minutes to move the motion.
- 49.13 Speakers following the mover of a motion will be allowed 4 minutes to speak.
- 49.14 The mover of a motion may speak for (5) minutes in his or her right of reply.
- 49.15 The meeting may grant any speaker an extension of time by ordinary resolution. An extension of time will be for a further (5) minutes unless the meeting resolves otherwise.

Right of Reply

- 49.16 A right of reply will be allowed to the mover of a motion other than a procedural motion, after which the motion will be put forthwith.

Withdrawal of Motions

- 49.17 The mover of a motion may withdraw his or her motion. If the mover of a motion withdraws a motion without the consent of the seconder, the seconder will become the mover of the motion.

Motions to be put without debate

49.18 The Chair will put the following motions to the meeting without debate that:

- (a) a person should or should not be heard;
- (b) a person should not be further heard;
- (c) strict order of debate be followed; and
- (d) the motion be put.

49.19 the Chair may, in his or her discretion, allow debate in relation to the following motions that:

- (a) the motion be not put;
- (b) the meeting be adjourned;
- (c) the motion lies on the table;
- (d) the debate be adjourned; and
- (e) the meeting proceeds to the next item of business.

That the Motion be put

49.20 It will not be in order to move "That the Motion be put" until at least (2) Members or, in addition to the mover and seconder, will have had the opportunity to speak on the motion. The seconder will be taken to have had an opportunity to speak on the motion if the seconder reserves his or her right to speak.

49.21 Debate on a motion will be closed if the motion "That the motion be put" is carried, whereupon the substantive motion will be put without further debate or amendment but allowing the mover a right of reply.

That the Motion be not put

49.22 If the motion "That the motion be not put" is carried, the meeting will proceed to the next item of business.

49.23 On the negative resolution of the motion "That the motion be not put", the debate of the motion will continue.

Postponement motions

49.24 Debate on a motion will be stood over at least until the next meeting on the affirmative resolution of a motion:

- (a) "That the motion lies on the table"; or
- (b) "That the meeting proceeds to the next item of business".

That strict order of debate be followed

49.25 If the procedural motion "That strict order of debate, be followed" is put and affirmatively resolved the Chair will:

- (a) permit only (1) speech per speaker, except to allow the mover to present a right of reply; and
- (b) not permit consecutive speeches either in favour of, or opposing, the motion.

50. AMENDMENT OF MOTIONS

Content of amendments

50.1 A Member may move an amendment to any substantive motion provided that, if the amendment is carried, the amended motion would not be contrary to the intention expressed in the original motion.

Amendments to be in writing

50.2 The mover of an amendment must hand the amendment in writing to the Chair before the

amendment is put or if the amendment is accepted by the mover, before the motion is put.

Moving amendments

- 50.3 If the mover of a substantive motion accepts any proposed amendment, the amendment will become the motion and the mover of the original motion will be deemed the mover of the amended motion.
- 50.4 Where the mover of a substantive motion does not accept a proposed amendment, the amendment will be debated and put, and if carried will become the motion before the Chair.
- 50.5 If a proposed amendment is put and lost, and no further amendment is proposed, the original motion will again be open to debate.
- 50.6 Only (1) amendment may be considered by the Chair at any time but a Member may foreshadow his or her intention to move another amendment when debate on the amendment before the Chair is concluded.

Acceptance of amendments

- 50.7 The mover of a motion may amend his or her motion with the consent of the seconder.
- 50.8 If the consent of the seconder to an amendment to a motion is not obtained by the mover of the motion:
- (a) the seconder may propose the original motion provided he or she obtains another seconder; and
 - (b) the mover may move the proposed amendment.

Time for debate of amendments

- 50.9 Debate of all amendments must take place:
- (a) before conclusion of debate of the original motion; and
 - (b) before the mover of the original motion replies.

51. DEBATE

Members must address the Chair

- 51.1 A Member wishing to speak will address the Chair.

Speeches must be in relation to motions before the meeting

- 51.2 No speech, other than a report or the address of an invited guest, will be permitted except to a motion submitted to the meeting for deliberation or by way of an amendment of a substantive motion.
- 51.3 No Member may speak to any motion after it has been put.

Chair not to enter debate from the Chair

- 51.4 The Chair must vacate the Chair before entering any debate.

Duration of Debate

- 51.5 Not more than half an hour will be allowed for the discussion of any subject unless the time is extended by motion of the meeting.
- 51.6 When a discussion has taken place for half an hour and the duration of any extension of time granted by motion of the meeting has passed, the motion will be put after the mover has exercised a right of reply.

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Gold Coast Sports Flying Club - Proxy Vote Form

I,of,
being a Member of the Association entitled to vote by proxy pursuant to the Constitution, hereby
appoint (or failing that person,) as
my proxy to vote for me and on my behalf at the General Meeting of the Association to be held on
...../...../..... and at any adjournment thereof. This form is to be used for the following resolutions
(List relevant resolutions and tick whichever vote is wanted)

1.Resolution

In favour of Against As decided by my proxy

2.Resolution

In favour of Against As decided by my proxy

3.Resolution

In favour of Against As decided by my proxy

Signature..... Date/...../.....

The Gold Coast Sports Flying Club – Management Committee Nomination Form

I hereby nominateof
for election as (select one or more positions)

President Treasurer Secretary Vice President Committee Member

Name Signature Date/...../.....

I consent to the above nomination.

Signed by the Candidate Date/...../.....