

WALLAROO RIFLE CLUB INC.
CONSTITUTION
As at 15.1.2021

1. NAME OF ASSOCIATION

- a) The name shall be the "Wallaroo Rifle Club Inc." hereinafter referred to as "the Club".
- b) The Club colours are green and gold and the Club may use these colours to design club badges, designs, emblems or other logos as required for letterheads, brochures, website, advertising and clothing, etc. to promote the Club.

2. DEFINITIONS

2.1 Definitions

a) In this Constitution unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 1985 (SA)*.

"Annual General Meeting" means a meeting of the kind described in clause 9.1a).

"Committee" means the body consisting of the Committee Members and constituting the committee for the purposes of the Act.

"Constitution" means this constitution of the Club.

"Committee Member" means a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

"DRA" means District Rifle Association

"Executive Committee" means the Captain, Vice Captain, Secretary and Treasurer

"Financial year" means the 12 month period for which our shooting year runs (presently 1 May to 30 April)

"General Meeting" means a general meeting of Members and includes the Annual General Meeting or any Special General Meeting convened in accordance with clause 9.

"Intellectual Property" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in South Australia.

"Life Member" means an individual appointed life membership of the Club under clause 5.5.

"Objectives" means the Objectives of the Club in clause 3.

"OPMs" means Open Prize Meetings

"Ordinary Member" means a current financial member of the Club and SARA under clause 5.

"Ordinary Resolution" means:

a) at a meeting of Members, a resolution passed at a General Meeting by a majority of Members present, entitled to vote and voting; or

b) at a meeting of the Committee or a committee of the Committee, a resolution passed by a majority of those present, entitled to vote and voting.

"Regulation" means a rule, by-law or policy made by the Committee under this Constitution.

"RSO" means Relative Shooting Organisations (including but not limited to SARA, other DRAs, etc.).

"SARA" means South Australian Rifle Association Inc.

"Seal" means the common seal of the Club.

"Special Resolution" means a resolution passed at a General Meeting of the Members if:

(a) at least 21 days' written notice specifying the intention to propose the resolution as a special resolution has been given to all Members; and

(b) it is passed at a duly convened meeting of the Members by a majority of not less than three-quarters of members present, entitled to vote and voting.

“Sport” means the sport of Long Range Target and Field Class Shooting.

2.2 The Act

a) Words and phrases which are defined in the Act and not specifically defined in clause 2.1 above have the same meanings in this Constitution as they do in the Act.

b) Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTIVES OF THE CLUB

3.1 Club Objectives

a) The objectives of the Club shall be:

- i) to promote and develop the sport of target and field class shooting;
- ii) to co-operate with other clubs in our DRA and other DRAs within SARA;
- iii) to promote membership whenever possible;
- iv) to encourage a social atmosphere for all members;
- v) to promote respectful behaviour from all members.
- vi) to raise funds by promoting sponsorship or arranging promotions such as OPMs or any type of functions within the boundaries of the Sport
- vii) to prevent any non-club fundraising on the range at official functions other than that for profit to the Club

4. POWERS OF THE CLUB

a) For furthering the Objectives, the Club has:

- i) the specific rights, powers and privileges conferred on it by section 25 of the Act.

5. MEMBERS

5.1 Categories of Members

a) The Members of the Club shall consist of the following types:

- i) Life Member: for meaning, refer clause 2.1 Definitions
- ii) Ordinary Member: for meaning, refer clause 2.1 Definitions
- iii) Associate Member: means a financial member who is not entitled to shoot or vote
- iv) Prospective Member: means a member who has not yet applied for admission into the Club
- v) Probationary Member: means a member who has applied for permission to join the Club per clause 5.2 below but has not yet been formally accepted into the Club.

b) Visitors/Prospective Members are permitted to shoot on three (3) occasions before they must apply to join as a Probationary Member.

5.2 Admission of Members

a) A candidate for membership must apply to the Committee in writing.

b) The application must:

- i) be in a form approved by the Committee;
- ii) contain full name, address and contact details of the applicant;
- iii) contain any other information prescribed by Regulation for an application for membership; and
- iv) provide two (2) written character references from persons known to them for a minimum of 5 years.

5.3 Discretion to accept or reject application

- a) The Committee Members may accept or reject an application whether the applicant has complied with the requirements in clause 5.2 or not.
- b) The Committee Members are not required, nor can they be compelled, to provide any reason for rejection.
- c) Probationary membership begins on (whichever occurs last):
 - i) acceptance of the application by the Committee Members; or
 - ii) payment of any fees payable by the new Member.

5.4 Probation period for new members

- a) Upon acceptance of a new Probationary Membership, the new member will be on probation for a period of 3 months before being accepted by the Club as an Ordinary Member.
- b) For a period of 12 months after joining, a new member will not be permitted to hold office on the Executive Committee, nor will they be provided with keys to the range or access to the range in the absence of a Range Officer or other authorised person.

5.5 Life Members

- a) Life Membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Club and/or to the Sport in South Australia.
- b) Any Member may recommend a person for Life Membership by notice in writing to the Committee. A recommendation made under this clause must include a written report outlining the history of services of the nominee, together with comments on the suitability of the honour.
- c) A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Committee.
- d) A Life Member has all the rights of an Ordinary Member, subject to SARA membership.

5.6 Obligations of Members

- a) Each Member must:
 - i) treat all staff, contractors and representatives of the Club and the RSOs with respect and courtesy at all times;
 - ii) maintain and enhance the regulations, policies, standards, quality and reputation of both the Club and the Sport; and
 - iii) not act in a manner unbecoming of a Member or prejudicial to the objectives, interests or reputation of the Club, RSOs or the Sport.

5.7 Register of Members

- a) The Club must keep and maintain a register of Members in accordance with the Act.
- b) In addition to the information required by the Act, the Register may contain such other information as the Committee considers appropriate.
- c) Members must provide the Club with the details required by the Club to keep the register complete and up to date.

5.8 Effect of Membership

- a) This Constitution constitutes a contract between each of the Members and the Club. Each Member is bound by this Constitution and the Regulations.
- b) Each Member is also bound by the rules and regulations governing competitions in which the Member participates.

6. CESSATION OF MEMBERSHIP

6.1 General

- a) A Member of the Club ceases to be a Member if:
 - i) the Member dies;
 - ii) the Member is dissolved, wound up or bankrupted;
 - iii) the Member resigns from membership in accordance with clause 6.2; or
 - iv) the Member is expelled from the Club under clause 6.3.

6.2 Notice of Resignation

- a) A Member may resign from membership of the Club on one (1) month's notice in writing to the Club.
- b) A resigning Member is liable for any outstanding fees or subscriptions which may be recovered as a debt due to the Club.

6.3 Expulsion for breach

- a) Subject to clause 6.3c) and despite any Regulations made under clause 7c), the Committee may expel a Member from membership of the Club if, in the opinion of the Committee, the Member has materially breached any of its obligations under this Constitution or the Regulations.
- b) The Committee may convene a Judiciary Committee under clause 7c) to determine an allegation that a Member has materially breached one or more of its obligations under this Constitution or the Regulations. The Committee may rely on the findings and recommendations of the Judiciary Committee.
- c) A member may not be expelled under clause 6.3a) unless the Member has been afforded a fair and impartial opportunity to present their defence against any allegation.

6.4 Return of Property

- a) A Member who ceases to be a Member must not thereafter use any property of the Club (including, without limitation, its Intellectual Property) and must immediately return to the Club all of the Club's documents, records, keys or other property in the possession of the former Member.

6.5 Membership may be Reinstated

- a) Nothing in this clause 6 prevents a former Member from applying for readmission to Membership but, in considering the readmission application, the Committee is entitled to take into account the facts and circumstances in which the prior membership/s ceased.
- b) Membership which has ceased under this clause 6 may be reinstated at the discretion of the Committee, with such conditions as the Committee deems appropriate.

6.6 Refund of Membership Fees

a) Membership fees or subscriptions paid by the former Member may, at the Committee's discretion, be refunded on a pro-rata basis (calculated half-yearly) to the Member on cessation of the membership.

7. GRIEVANCES & DISPUTE RESOLUTION PROCEDURES

a) The dispute resolution procedure set out in this clause applies to disputes between a Member and:

- i) another Member; or
- ii) the Club.

b) If any party wishes to raise a grievance, this must be presented to the Captain verbally or in writing; or otherwise, may be presented to the Committee in writing.

c) The Committee may make Regulations on the process for hearing/determining complaints by or against Members and any other matters involving the enforcement of this Constitution or Regulations on Members.

d) A Regulation made under clause 7c) may:

- i) provide for one or more Judiciary Committees to hear and resolve disputes by or against Members;
- ii) prescribe penalties for breaches of this Constitution or the Regulations;
- iii) invest a Judiciary Committee with power to impose penalties; and
- iv) otherwise prescribe the procedures for dealing with cases under clause 7a).

e) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.

f) Despite any Regulation made under clause 7c), the Committee may itself deal with any disciplinary matter referred to it or appoint a Judiciary Committee to do so.

g) All proceedings relating to cases falling under clause 7c) must be conducted fairly and impartially.

h) During investigatory or disciplinary proceedings under this clause 7, a respondent may not participate in the Sport, pending the determination of such proceedings (including any available appeal) unless the Committee decide continued participation is appropriate having regard to the matter at hand.

i) The Committee may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Sport.

8. SUBSCRIPTIONS AND FEES

8.1 Fees

a) The Committee will:

- i) fix annual club membership subscriptions;
- ii) fix such other fees or levies as the Committee considers prudent for the effective and sustainable management of the affairs of the Club; and
- iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.

b) On admission to membership a new Member must pay the current full year's subscription unless the Committee agrees to accept payment in instalments. If joining partway through a shooting year, the fee due will be calculated on a pro-rata basis calculated half yearly.

c) The Committee may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members if the Committee is satisfied that there are special reasons to do so.

8.2 Non-Payment of Fees

a) The right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under clause 8 is in arrears greater than 90 days.

9. GENERAL MEETINGS (ANNUAL & SPECIAL)

9.1 General Meetings

a) An Annual General Meeting of the Club must be held in accordance with the Act and this Constitution on a date and at a venue to be determined by the Committee.

b) All General Meetings other than the Annual General Meeting will be Special General Meetings.

9.2 Convening General Meetings:

a) The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

b) The Members may requisition a Special General Meeting by providing the Committee with a proposal in writing stating the purpose of the meeting. This proposal must be signed by all requisitioning Members.

c) On receiving a requisition proposal from the Members, the Committee must convene a Special General Meeting for the purpose specified in the requisition within one (1) month of receiving the requisition.

d) If the Committee does not convene a Special General Meeting within one (1) month, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.

e) A Special General Meeting convened by Members under this Constitution must be convened in the same manner as a Special General Meeting convened by the Committee (in accordance with this Constitution).

9.3 Notice of General Meetings

a) Notice of every General Meeting must be given to every Member and the auditor/reviewer in writing (which includes electronic transmissions).

b) A notice of a General Meeting must specify the place, day and hour of the meeting and state the nature and order of the business to be transacted at the meeting.

c) At least twenty-one (21) days' notice of a General Meeting must be given to those Members entitled to receive notice, together with:

i) the agenda for the meeting;

ii) any notice of motion received from Members entitled to vote; and

iii) all information required to be included in accordance with the Corporations Act;

9.4 Quorum

- a) A quorum for General Meetings is a half (50%) of all Members plus one.
- b) No business may be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.

9.5 Adjournment of meeting

- a) If a quorum is not present within half an hour of the time appointed for a General Meeting, the meeting must be adjourned to a time and date decided by the Committee.
- b) If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed, those Members present will constitute a quorum

9.6 Chairperson

- a) The Captain will, subject to this Constitution, preside as chairperson at every General Meeting except:
 - i) in relation to the election for the position of Club Captain; or
 - ii) where the Captain has a conflict of interest; or
 - iii) where the Captain is absent.
- b) If the Captain is absent or otherwise unable to preside, the Vice-Captain will chair the meeting. Otherwise, if necessary, any other member of the Executive as elected by the Members present will preside as chair for that meeting only.

9.7 Attendance and Voting at General Meetings

- a) Each Member is entitled to attend at General Meetings.
- b) Each Life or Ordinary Member is entitled to one (1) vote at General Meetings (excluding Associate Members).
- c) At any meeting, a resolution put to the vote will be decided on a show of hands (and will include any proxy votes per clause 9.8a) that were submitted to the Captain prior to the meeting).

9.8 Proxy Votes

- a) A member who will be absent from any General Meeting shall be entitled to provide their intention to vote on any business to be raised at the meeting. This intention must be provided in writing to the Captain in order to be included in the vote.

9.9 Business

- a) The ordinary business to be transacted at the Annual General Meeting is:
 - i) the consideration of accounts;
 - ii) the reports of the Committee and auditors/reviewers;
 - iii) the election of the Executive Committee (office bearers)
 - iv) appointment of Committee Members under this Constitution;
 - v) the appointment of the reviewer/s; and
 - vi) the appointment of signatories to the club bank accounts.
- b) No business other than that stated in the notice of meeting may be transacted at a General Meeting.

9.10 Records

- a) The Club must comply with its obligations under of the Act in respect of accounts, records and minutes.
- b) A declaration by the chairperson that a resolution has been carried on a show of hands will be entered into the book containing the minutes of the meeting. This confirms that the resolution is true and correct.

9.11 Accounting Records

- a) The Club will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

9.12 Recording of Signatories to Bank Accounts

- a) The signatories to the Club's bank accounts shall be the Captain, Secretary and Treasurer of the Club.
- b) The signatories to the Club's bank accounts shall be noted in the records of the AGM or any other Special General Meeting where office bearers are elected different to those elected at the AGM.
- c) Electronic banking is to be used only by the Treasurer, provided another signatory is aware and accepts the transaction. Electronic access by the Treasurer is to be recorded in the AGM minutes.

9.13. Patrons and Vice Patrons

- a) The Club at its Annual General Meeting may, on the recommendation of the Committee, appoint annually a chief patron and as many vice patrons as it considers necessary, subject to approval of that person or persons.

9.14 Reviewer

- a) A reviewer may be appointed at each Annual General Meeting to review and verify the Club's records for the current Financial Year.
- b) The reviewer has power at any time to call for the production of all books, accounts and other documents relating to the affairs of the Club.
- c) If the Annual General Meeting appoints a reviewer and this office is vacated during the year for any reason, the replacement reviewer must be appointed by the Committee.

10. COMMITTEE

10.1 General powers of Committee

- a) Subject to the Act and this Constitution, the business of the Club must be managed by the Committee.
- b) The Committee must perform its functions in the pursuit of the Objectives and in the interests of the Club as a whole, having regard to the Club's position in the structure of the Sport in South Australia and its role in supporting the Sport's reputation in the State.

10.2 Limitation on powers of Committee

- a) The Committee may not cause the Club to disaffiliate from the RSO without a Special Resolution of the Members in a General Meeting.

10.3 Composition of the Committee

a) The Committee will comprise:

- i) The members of the Executive Committee (Captain, Vice Captain, Secretary + Treasurer); plus
- ii) at least 2 and no more than 4 other Ordinary Members.

b) If at any stage the number of nominations for the Committee exceeds the number of vacancies then to be filled, an election by secret ballot must be conducted at the Annual General Meeting.

c) If, at the close of the Annual General Meeting, vacancies on the Committee remain unfilled, these can be filled during the year by resolution of the Committee members.

d) The Committee must have a minimum of 4 members (being the members of the Executive Committee) for the operation of the club to continue.

10.4 Grounds for Termination of Committee Member

a) The office of a Committee Member becomes vacant if the Committee Member:

- i) dies or suffers from mental or physical incapacity;
- ii) becomes bankrupt or forced to make arrangement with their creditors;
- iii) resigns their office in writing to the Club, or resigns from membership of the Club
- iv) is disqualified from office under section 30 of the Act;
- v) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

11. MEETINGS OF THE COMMITTEE

11.1 Committee Meetings

a) The Committee must meet as often as it considers necessary in every calendar year for the dispatch of business and no less than once per year. Subject to this Constitution, the Committee may adjourn and otherwise regulate its meetings as it thinks fit.

b) Any Committee Member may at any time convene a meeting of the Committee on reasonable notice to the other Committee Members.

11.2 Attendance by Telephone/Electronic Communication

a) A Committee Member may attend a meeting by telephone or other electronic means by which they can hear and be heard/participate.

11.3 Quorum

a) At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is:

- i) if the number of Committee Members in office is an even number, half of the number of Committee Members plus one; or
- ii) if the number of Committee Members in office is an odd number, half of the number of Committee Members rounded up to the next whole number.

11.4 Decisions of Committee

a) Subject to this Constitution, questions arising at any meeting of the Committee may be decided by Ordinary Resolution.

b) Each Committee Member has one (1) vote on any question. In the event of a tied vote, the chairperson may have the casting vote or may postpone making any decision.

11.5 Resolutions not in Meeting

a) The Committee may pass a resolution without a Committee meeting being held if all the Committee Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

b) The resolution is passed when the last Committee Member signs.

c) For the purposes of clause 11.5a), separate copies of a document may be used for signing by those entitled to vote if the wording of the resolution and statement is identical in each copy.

d) Any document referred to in this clause may be in the form of an electronic transmission.

11.6 Committee Chairperson

a) The Committee Chairperson shall be the Captain or, in his absence at any meeting, the Vice-Captain. Otherwise, if necessary, any other member of the Executive as elected by the remainder of the Committee will preside as chair for that meeting only.

11.7 Committee Members' Duty of Disclosure

a) The Committee Members must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Committee Member has an interest.

11.8 Attendance at Committee Meetings by non-Committee Members

a) All members of the Club are entitled to attend Committee meetings as spectators, however only Committee Members are able to actively participate and vote on any motions introduced.

12. DELEGATIONS

a) The Committee may, in writing, establish sub-committees and delegate to each of them the exercise of the functions of the Committee that are specified in the instrument of delegation, other than:

- i) this power of delegation; and
- ii) a function imposed on the Committee by the Act, by any other law, or by resolution of the Club in General Meeting.

13. SEAL

a) The Club will have a Seal on which its corporate name appears in legible characters.

b) The Seal may not be used without the express authorisation of the Committee and every use of the Seal must be recorded in the minute books of the Club.

c) The affixing of the Seal must be witnessed by two (2) Committee Members or by one (1) Committee Member and another person authorised by the Committee for that purpose.

14. CONSTITUTION

14.1 Alteration of Constitution

a) This Constitution may be altered or a new provision may be added by Special Resolution passed at a duly convened General Meeting.

b) The Committee may, at its own discretion, make any amendments to this Constitution:

- i) to achieve or maintain affiliation of the Club with the SARA;
- ii) to comply with the SARA constitution and regulations; or

iii) to achieve or maintain a particular tax status,

c) This Constitution shall be reviewed by the Committee on an annual basis to ensure that it is accurate and reflects the current requirements/best interests of the Club.

15. NON-PROFIT CLAUSE

15.1 Sole Purpose

a) The income and property of the Club will only be applied towards the promotion of the Objects of the Club.

15.2 Payments to Members

a) No income or property will be paid or transferred directly or indirectly to any Member except as bona fide compensation for services rendered or expenses incurred on behalf of the Club.

16. DISSOLUTION OF THE CLUB

16.1 Dissolution of the Club

a) Subject to this Constitution, the Club may be wound up or deregistered:

- i) in accordance with the Act.
- ii) if financial membership drops below official bearers, which is officially four (4)

b) Any resolution for dissolution shall be made according to the following procedure:

- i) At least thirty (30) days' written notice must be given to all Members, informing them of a meeting convened expressly to discuss the intention to dissolve
- ii) The motion shall require a majority of three quarters (75%) of Members in order to be passed
- iii) A date for dissolution must be set at the meeting and confirmed by a majority vote of three quarters (75%) of Members

c) In the event of dissolution, all assets and records of the Club shall be deposited to SARA Inc. until re-organised or other instructions are issued to SARA by the last person to hold the office of Captain of the Club.

d) The only funds of the Club that shall be distributed are the legitimate creditors; i.e. Members who have invested monies, in ammunition, building projects or any other projects to improve facilities of the Club.

17. INDEMNITY

17.1 Indemnity of officers

a) This clause 17 applies to every person who is or has been:

- i) a Member of the Executive Committee of the Club; and
- ii) any other officer or employee (current or former) of the Club or its RSOs.

Each person referred to in this clause 17.1a) is referred to as an "Indemnified Officer" for the purposes of the rest of clause 17.

b) The Club will indemnify, out of the property of the Club, each Indemnified Officer against:

- i) every liability (except liability for legal costs) that the Indemnified Officer incurs as an Officer of the Club or RSO; and
- ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil, criminal or of administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Club or RSO,

unless:

- iii) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
- iv) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

18. REGULATIONS DEEMED APPLICABLE

a) All rules, by-laws, policies and regulations of the Club in force at the date of the approval of this Constitution are deemed to be Regulations and continue to apply unless they are inconsistent with, or have been replaced by, this Constitution.