



LEGENDS ROCK AND ROLL AND COMMUNITY CLUB

INCORPORATED

Version 3.0

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CONSTITUTION

(Amended – 10 November 2019)

Version 3.0

1. Name

- 1.1. The name of the Incorporated Association is "**Legends Rock and Roll and Community Club Incorporated**", ("the **Club**").

2. Definitions

- 2.1. **Committee** means the Committee of Management of the Club;
- 2.2. **Constitution / Rules** means this Constitution as may be amended from time to time;
- 2.3. **Executive Committee** means the President, the Vice President, the Secretary and Treasurer of the Club;
- 2.4. **Annual General Meeting (or AGM)** means the annual general meeting of members of the Club, convened in accordance with these Rules;
- 2.5. **General Meeting** means the general meeting of members of the Club, convened in accordance with these Rules;
- 2.6. **Special Meeting** means the special meeting of members of the Club, convened in accordance with these Rules
- 2.7. **Member** means a member of the Club;
- 2.8. **The Act** means the *Associations Incorporation Act, 1985 (SA)*;
- 2.9. **Special Resolution** means a special resolution as defined in the Act and as set out in the Schedule;
- 2.10. **Schedule** means the Schedule to these Rules;
- 2.11. **Month** means a calendar month.
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3. Objects

- 3.1.** To bring together Club Members and the general public in a social setting for the purposes of enjoying rock and roll and associated styles of music and dancing:
- 3.2.** To promote rock and roll and associated styles of music and dancing;
- 3.3.** To raise funds for the purposes of maintaining and promoting the objects of the Club, including without limitation, for the purpose of funding Club functions, dances, and donations to charities.
- 3.4.** The income and capital of the Club shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to members or their associates except as bona fide remuneration of a member for services rendered or expenses incurred on behalf of the Club.

4. Powers

- 4.1.** The Club shall have all the powers conferred by Section 25 of the Act, which for convenience is set out in the Schedule.
- 4.2.** In addition, without limitation, the Club shall have the following powers:-
 - 4.2.1.** To purchase, lease, hire or otherwise acquire and maintain any real or personal property and any rights and privileges in relation thereto.
 - 4.2.2.** To erect, and improve, repair or demolish and rebuild buildings and other structures.
 - 4.2.3.** To sell, exchange, lease, mortgage, hire, dispose of, turn to account, or otherwise deal with, all or any part of the real and personal property of the club.
 - 4.2.4.** To invest and deal with the monies of the Club not immediately required for the purpose of the Club in investments.
 - 4.2.5.** To appoint, engage and remunerate officers and employees and to dismiss or suspend any officer or employee.
 - 4.2.6.** To do all such other things that are incidental or conducive to the attainment of its objects.

5. Membership

5.1. Ordinary membership

- 5.1.1.** Ordinary membership is open to all fit and proper applicants ;
 - 5.1.2.** Any person who applies for membership of the Club shall be nominated by a current financial member of the Club.
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5.1.3. An application for membership shall be in writing on the Membership Application Form ("**Application Form**") stipulated by the Club from time to time.

5.1.4. Applicants must:

- (a) inform themselves of the contents of the Application Form;
- (b) satisfy all the conditions set out in the Application Form; and
- (c) complete the Application Form to the satisfaction of the Club.

5.1.5. Applicants and nominators must clearly print their names and sign the form.

5.1.6. By completing, signing and submitting the Membership Application Form, the applicant acknowledges and accepts the terms set out in the Form; and agrees to comply with the provisions of the Constitution.

5.1.7. Upon the acceptance of the application by the Committee and payment of the first annual subscription, the applicant shall be an ordinary member of the Club.

5.2. Life Membership

5.2.1. The Club may grant a member Life Membership of the Club.

5.2.2. For the avoidance of doubt, it is acknowledged that such membership is granted for the life of the member.

5.2.3. No more than two life memberships shall be approved by the Committee in any one financial year.

5.2.4. A life member shall have all of the rights and responsibilities of an ordinary member and be subject to this Constitution save that a life member will not be required to pay annual subscriptions;

5.2.5. Nominations for Life Membership must:

- (a) be in writing;
- (b) have a nominator and seconder, who must be current financial members of the Club; and
- (c) be in respect of a person who is a current financial member of the Club.

5.2.6. In considering any nomination for Life Membership of the Club the Committee, without obligation, may refer to one or more of the following criteria:

- (a) A member who has given exceptional service to the Club;
 - (b) A member with a minimum of ten years as a financial member of the Club albeit that such membership need not be continuous; and
 - (c) Any other matter the Committee deems fit.
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5.2.7. Procedure for accepting or rejecting nominations by the Committee:

- (a) A decision will be made by secret ballot;
- (b) A nomination will be successful if the majority of Committee members present and voting accept the nomination;
- (c) In the case of a tie, the chairperson shall have a casting vote;
- (d) If the nominated member is a committee member, that member shall not be present at the time the motion is being considered by the Committee nor be entitled to vote in the ballot.

5.3. Honorary Membership

5.3.1. The Committee may bestow honorary membership on any person considered deserving for such period of time as the Committee deems fit, and shall be for a minimum of one calendar year.

5.3.2. The decision to bestow honorary membership is entirely at the discretion of the Committee.

5.3.3. If the nominated person is a committee member, that member shall not be present at the time the motion is being considered by the Committee nor be entitled to vote in the ballot.

6. Subscriptions

6.1. Annual subscriptions are to be set by the Committee annually. The subscription fees of each membership shall be payable annually on 1 July or at a time the Committee determines.

6.2. Any member whose subscription is outstanding for more than one month after the due date for payment shall cease to be a member of the Club, provided always that the Committee may reinstate such a person's membership on such terms as it thinks fit.

7. Resignation

A member may resign from membership of the Club by giving written notice thereof to the Secretary or Public Officer of the Club. Any member so resigning shall be liable for any outstanding subscriptions which shall be recoverable as a debt due to the Club.

8. Expulsion of a Member

8.1. Subject to giving a member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a member upon a charge of misconduct detrimental to the interests of the Club.

8.2. Particulars of the charge shall be communicated to the member at least fourteen days before the meeting of the committee at which the matter will be determined.

8.3. The determination of the Committee shall be communicated to the member and in the event of an adverse determination, the member shall, subject to clause 8.4, cease to be a member fourteen days after the committee has communicated its determination to the member.

8.4. It shall be open to a member to appeal to the Club in general meeting against the expulsion. The intention to appeal shall be communicated to the Secretary or Public Officer of the Club within fourteen days after the determination of the Committee has been communicated to the member.

8.5. In the event of an appeal under clause 8.4, the appellant's membership of the Club shall not be terminated unless the determination of the Committee to expel the member is upheld by the members of the Club in general meeting after the appellant has been heard, and in such event, membership will be terminated at the date of the general meeting at which the determination of the Committee is upheld.

9. Register of Members

9.1. A register of members must be kept and contain:-

9.1.1. The name and contact details of each member;

9.1.2. The date on which each member was admitted to the Club and their renewal date; and

9.1.3. If applicable, the date of termination of membership.

10. The Committee

10.1. The affairs of the Club shall be managed and controlled exclusively by a Committee which in addition to any powers and authorities conferred by these Rules, may exercise all such powers and do all such things as are within the objects of the Club, and are not by the Act, or by these Rules, required to be done by the Club in a general meeting.

10.2. The Committee has the management and control of the funds and other property of the Club,

10.3. The Committee shall have authority to interpret the meaning of these Rules and any other matter relating to the affairs of the Club on which these Rules are silent.

10.4. The committee shall have the power to appoint such officers and employees as are required to carry out the objects of the Club, including a Public Officer required by the Act, and may discuss or delegate any of its powers to such officers and employees.

10.5. Subject to these Rules, the Committee may make such sub Rules governing the running of the Club, including but not limited to Rules in relation to meetings, functions, committee members, club members, club finances and assets, sponsorship and the Club newsletter. The Committee may vary and interpret such sub Rules from time to time.

10.6. Committee members and any sub-committee appointed by the Committee members shall be indemnified by the Club for all liabilities incurred by them in the bona fide execution of their duties under this Constitution, provided always that the Club has taken out appropriate insurance cover for such liabilities.

10.7. The Secretary shall carry out his or her duties under the direction of the Committee and prepare proper minutes of all meetings, attend to correspondence, issue notices of meetings, keep records and carry out such duties as the Committee may from time to time direct.

10.8. The Treasurer shall receive all monies payable to the Club and give receipts for the same. All monies so received shall be paid promptly into the banking account of the Club. At each Committee Meeting the Treasurer shall present current financial statements of the Club, and shall keep proper books of account for all monies received and disbursed and generally perform all such duties as the Committee from time to time direct.

11. Appointment of the Committee:-

11.1. A Committee member shall be a natural person.

11.2. Persons precluded by section 30 of the Act (see Schedule) are ineligible to be members of the Committee.

11.3. The Committee shall be comprised of an executive that includes a President, Vice-president, Secretary and Treasurer (the '**Executive Committee**') and a workable number of Committee Members all of whom shall be current members of the Club.

11.4. The nomination for each candidate for election as an office bearer or Committee Member shall be proposed and seconded by two financial members. The nomination shall be in writing, signed by the proposer and the nominee and delivered to the secretary of the Club at least 14 days before the AGM.

11.5. The election of office bearers and other Committee Members shall take place at the AGM. Candidates will be declared duly elected where the number of candidates does not exceed the number of vacancies. A ballot of members present and voting thereon is to be conducted in all instances where the number of candidates exceeds the number of vacancies.

11.6. The Committee may appoint a person to fill a casual vacancy. Such a committee member shall hold office until the next Annual General Meeting of the Club

11.7. A retiring Committee member is eligible to stand for re-election at the AGM on being nominated and seconded by two financial members, similar to others seeking election at the AGM.

11.8. If only the required number of persons are nominated to fill the vacancies, the secretary shall report that fact to the Annual General Meeting.

12. The Executive Committee

12.1. Executive Committee members shall be appointed for a two-year term. The President and Treasurer will be appointed at the odd year AGM, and the Vice-president and Secretary at the even year AGM. An Executive Committee member must retire after having served two consecutive two year terms.

12.2. Where an Executive Committee member is obliged to retire, and no nomination is received from any other member for that Executive Committee position then, so that the Club can function with a full Executive Committee, that position may be filled as a casual vacancy in accordance with clause 11.6.

13. Disqualification of Committee Members

13.1. The office of a committee member shall become vacant if a committee member is:

13.1.1. disqualified by the Act;

13.1.2. expelled under these Rules;

13.1.3. permanently incapacitated by ill health;

13.1.4. absent without apology from more than three consecutive committee meetings, or more than three Committee meetings in a financial year;

13.1.5. no longer the duly appointed representative of a corporate member;

13.1.6. acting in a manner that is detrimental to the objects and purposes of the Club.

14. Proceedings of the Committee

14.1. The Committee shall meet together for the dispatch of business at least monthly;

14.2. A quorum for a meeting of the Committee shall be one half of the members of the Committee.

14.3. Questions arising at any meeting of the Committee shall be decided by a majority of votes, and in the event of equality of votes, the President shall have a casting vote in addition to a deliberative vote;

14.4. A member of the Committee having a direct or indirect pecuniary interest in a contract or proposed contract, with the Club, must disclose the nature and extent of that interest to the Committee as required by the Act (see section 31), and shall not vote with respect to that contract or proposed contract (see section 32). The member of the Committee must disclose the nature and extent of his or her interest in the contract at the next AGM.

15. Finance

15.1. The financial year of the Club shall be the period commencing from 01 July of the current year and ending on 30 June in the following year.

15.2. The Club shall keep and retain such accounting records as are necessary to correctly record and explain the financial position of the Club and in particular comply with the requirements of the Act.

15.3. The Committee will nominate three Committee members to be authorised signatories for the operation of the Club's bank account. Any monies to be drawn from the Club's bank account will be by way of cheques signed by at least two of the signatories authorised by the Committee. Where a payment is to be carried out electronically, such as by an Electronic Funds Transfer (EFT) then prior to any transfer of funds, the form prescribed for this purpose is to be completed and signed by the two signatories authorised by the Committee and such EFT transaction will be recorded in the Club's ledger.

15.4. At each AGM, the members shall appoint a person to be the auditor of the Club.

15.5. The auditor shall hold office until the next AGM and is eligible for re-appointment.

15.6. If an appointment is not made at an AGM, the Committee shall appoint an auditor for the current financial year to hold office until the next AGM.

16. Common Seal

16.1. The Club shall have a common seal upon which its corporate name shall appear in legible characters;

16.2. The seal shall not be used without the express authorisation of the Committee, and every use of the seal shall be recorded in the minute book of the Club.

16.3. The affixing of the seal shall be witnessed by any two of the President, Vice-President, and Secretary of the Club or in the absence of the President and Vice-President, then one Executive Officer and a Committee Member appointed by the Executive of the Club;

16.4. The seal shall be kept in the custody of the President or such other person as the Committee may nominate from time to time.

17. Meetings

17.1. The Club shall hold an Annual General Meeting within five months after the end of the financial year of the Club;

Calling Special General Meetings

17.2. The Committee may call a Special General Meeting of the Club at any time;

17.3. Upon a requisition in writing of not less than 10% of the total number of members of the Club, the Committee shall within one month of the receipt of the requisition, convene a Special General Meeting for the purpose specified in the requisition;

17.4. Every requisition for a Special General Meeting shall be signed by the relevant members requesting the same and shall state the purpose of the meeting;

17.5. If a Special General Meeting is not convened within one month as required by clause 17.3, the requisitionists may convene a Special General Meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Committee, and for this purpose, the Committee shall ensure the requisitionists are supplied free of charge with particulars of the members entitled to receive notice of a meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the Club.

Notice of General Meetings

- 17.6.** Subject to clause 17.8, at least fourteen days' notice of any general meeting shall be given to members. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of business to be transacted at the meeting.
- 17.7.** In the case of an Annual General Meeting, the notice will in the agenda include, the confirmation of the minutes of the previous AGM and of any special general meeting held since the AGM; the consideration of the accounts; reports of the Committee; the auditor's report; the election of Committee members; the appointment of auditors and any other business requiring consideration of the Club in a general meeting;
- 17.8.** Notice of a meeting in which a special resolution is to be proposed shall be given at least twenty-one days prior to the date of the meeting;
- 17.9.** A notice may be given by the Club to any member by serving the member with the notice personally, or by sending it by post to the address appearing in the register of members, or by sending it by email, if the member has email, and the member's email address appears in the register of members.
- 17.10.** Where notice is sent by post, service of the notice shall be taken to have been effected on the third Business Day after the day on which it was posted, the first Business Day being the day of posting by ordinary prepaid mail. Where notice is sent by email, a copy of the sent email showing addresses to which the email was sent shall be printed by the secretary and kept on file. Service by email is deemed to have occurred on the earlier of, the date a read receipt is received by the sender, or the next Business Day in the place of a receipt.

18. Proceedings at Meetings

- 18.1.** Fifteen financial members present personally or by proxy shall constitute a quorum for the transaction of business at any general meeting.
- 18.2.** If within thirty minutes after the time appointed for the meeting, a quorum of members is not present, a meeting convened upon requisition of members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for the meeting, the members present shall form a quorum;
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- 18.3. The President of the Committee, or if there shall be no President, or he or she is unwilling, unable or not entitled to act or continue to act, then the Vice-president of the Committee shall preside as chairperson of a meeting of the Club.
 - 18.4. If the chairperson is not present within five minutes after the time appointed for holding the meeting, or he or she is present but is unwilling, unable or not entitled to act or continue to act, the members present may choose a Committee member or one of their own number to be the chairperson of that meeting.
 - 18.5. The chairperson may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - 18.6. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as if that meeting were an original meeting of members;
 - 18.7. Unless a poll is demanded, at any general meeting, a question for decision must be determined by a show of hands, and a declaration by the chairperson of the meeting that a resolution has been carried or lost, shall be conclusive evidence of the fact, without proof, of the number or proportions of the votes recorded in favour of, or against, the resolution;
 - 18.8. A member shall be entitled to appoint in writing a natural person who is also a current financial member of the Club to be their proxy, to attend and vote at any general meeting of the Club.
 - 18.9. If a poll is demanded by the chairperson of the meeting, or by three or more members present personally or by proxy, it must be conducted in such manner as the chairperson directs. The result of such a poll shall, be the resolution of the meeting on that question, provided always that in the case of a special resolution the requirements for such a resolution have been complied with.
 - 18.10. A poll demanded for the election of a chairperson of a meeting or on a question of an adjournment, must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

19. Minutes

- 19.1. Proper minutes of all proceedings of general meetings of the Club and of meetings of the Committee ("**Minutes**") shall be entered, within one month after the relevant meeting, in minute books kept for the purpose.
 - 19.2. At the next subsequent meeting, the Minutes must be confirmed by the members of the Club or the Committee members (as relevant) as a true and correct record of the previous meeting.
 - 19.3. The Minutes shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the Minutes are confirmed.
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- 19.4.** Where the Minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

20. Prohibition Against Securing Profits For Members.

Refer Clause 3.4 – Objects

21. Dispute resolution

- 21.1.** It is in the Club's interest to minimize the likelihood of disputes. This clause provides for a procedure to settle disputes.
- 21.2.** Subject to any other specific provision of these Rules, the dispute resolution procedure set out in this clause applies to disputes under these Rules between:
- a member and another member
 - a member and the Club.
- 21.3.** The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 21.4.** If the parties are unable to resolve the dispute at the meeting the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.
- 21.5.** In this clause 'member' includes any person who was a member not more than six months before the dispute occurred.

22. Dress Code and Demonstration Rules

- 22.1.** The object of this clause is to create visual uniformity in demonstrations participated in by the Club.
- 22.2.** All participants in demonstrations are to wear a Club shirt.
- 22.3.** All participants are to be Club members.
- 22.4.** See-through clothing is not permitted.
- 22.5.** No participant is to engage in lifts or throws during demonstrations.
- 22.6.** If a participant fails or refuses to comply with this clause, the Committee member responsible for the demonstration must preclude the participant from partaking in the demonstration.

23. Incidentals

- 23.1.** Due to the inherent risks from such activity the Club prohibits lifts and throws at any function organised by the Club.
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- 23.2.** Demonstrations are to be organised and supervised by a member of the Club authorised by the Committee.
- 23.3.** A receipt must be issued to the purchaser of any item of Club merchandise sold through the Club.
- 23.4.** Receipts must be issued for all money received by or on behalf of the Club, including without limitation, membership subscriptions, and function entry fees.
- 23.5.** Any cash received from door takings from any function must not be used for payment of any account.
- 23.6.** Where a member has paid an expense on behalf of the Club the member may be reimbursed from the Club petty cash for any amount not exceeding \$20.00. For any amount in excess of \$20.00 reimbursement will only be by cheque. For these purposes the member must supply a receipt attached to a petty cash requisition form. Any bundle of expenses submitted at the one time will be aggregated and the manner of reimbursement will be determined by the total arrived at by the aggregation.
- 23.7.** A cheque requisition form must be submitted for a cheque payment to be made by the Club to a member. If a member is making a payment for or on behalf of the Club then the member must obtain a purchase order first.
- 23.8.** Any member offering to purchase goods on behalf of the Club needs to first obtain a purchase order number, for that purchase, from the Treasurer. That purchase order number must be quoted on the receipt issued in respect of the purchase of those goods.

24. Noise Levels

In the interests of good relations with the occupants of any neighbouring property, and the health and safety of attendees at Club functions the noise levels from DJ's, M.C., Bands, public address systems, and any other source shall not exceed 90 decibels, and such level to be reduced to 60 decibels during breaks in dancing so as to permit ease of verbal communication between attendees.

25. Winding Up

The Club may be wound up in the manner provided for in the Act;

26. Application of Surplus Assets

If after the winding up of the Club there remains surplus assets as defined in the Act, such surplus assets shall be distributed to a registered charity determined by a special resolution of members in general meeting. It is noted that the Act prohibits the distribution of surplus assets at the completion of a winding up to members, or former members, or associates of those persons.

27. Amendments to the Constitution

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- 27.1.** This Constitution may be altered (including an alteration to the Club's name) by special resolution of the members of the Club (see Schedule). This includes rescission or replacement by a substitute Constitution.
 - 27.2.** The alteration shall be registered with Consumer and Business Services, Corporate Affairs Commission, as required by the Act.
 - 27.3.** The Constitution shall bind the Club and every member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.
 - 27.4.** An alteration to the Constitution comes into force at the time that the alteration is passed. This does not apply to an alteration to the name of the Club which will only come into force when registered by Consumer and Business Services, Corporate Affairs Commission.

28. Interpretation

In this Constitution, unless the context indicates a contrary intention:

- 28.1.** The singular includes the plural and conversely.
 - 28.2.** A gender includes all genders.
 - 28.3.** If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - 28.4.** A reference to "includes" or "including" should be construed without limitation.
 - 28.5.** A reference to dollars and \$ is to Australian currency.
 - 28.6.** A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
 - 28.7.** A reference to a Clause, Schedule or Annexure is reference to a Clause of, or a Schedule or Annexure to, this Constitution, and a reference to a paragraph is to a paragraph of the same Clause or Schedule unless the context requires otherwise.
 - 28.8.** A reference to an agreement or document (including a reference to this Constitution) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Constitution or that other agreement or document.
 - 28.9.** A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - 28.10.** A reference to conduct includes an omission, statement and undertaking, whether or not in writing.
 - 28.11.** A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
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28.12. A reference to any government department, instrumentality or body includes the successors of that department, instrumentality or body.

28.13. A reference to a year, month, week or to a day is to a calendar year, month, week or day respectively.

Document History

| Version | Release Date | Amendments |
|---------|--------------|---|
| 1.0 | Not known | Original Constitution |
| 2.0 | c.2007 | Clause 14.1 – quorum for a General Meeting changed from “more than 35 financial members” to “more than 15 of its financial members” |
| 3.0 | 2019 | Constitution totally overhauled - substitutes prior Constitution |
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References

- Associations Incorporation Act 1985, Version 22.2.2018
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SCHEDULE

Associations Incorporation Act 1985 ***(Version: 22.2.2018 DL 11 Feb 2019)***

Special Resolution

s.3 - special resolution of an incorporated association means—

- (a) where the rules of the association provide for the membership of the association—a resolution passed at a duly convened meeting of the members of the association if—
 - (i) at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all members of the association; and
 - (ii) it is passed at a meeting referred to in this paragraph by a majority of not less than three-quarters of such members of the association as, being entitled to do so, vote in person or, where proxies are allowed, by proxy, at that meeting;
- (b) where the rules of the association do not provide for the membership of the association—a resolution passed at a duly convened meeting of the members of the committee of the association if—
 - (i) at least 21 days written notice specifying the intention to propose the resolution as a special resolution has been given to all members of the committee; and
 - (ii) it is passed at a meeting referred to in this paragraph by a majority of not less than three-quarters of such members of the committee as, being entitled to do so, vote in person or, where alternates are allowed, by alternates, at that meeting;

Powers

s. 25 - Powers of an incorporated association – for the purpose of carrying out its objects, an incorporated association may, subject to this Act and its rules—

- a) acquire, hold, deal with, and dispose of, any real or personal property; and
 - b) administer any property on trust; and
 - c) open and operate ADI accounts; and
 - d) invest its moneys—
 - i) in any security in which trust moneys may, by Act of Parliament, be invested; or
 - ii) in any other manner authorised by the rules of the association; and
 - e) borrow money upon such terms and conditions as the association thinks fit; and
 - f) give such security for the discharge of liabilities incurred by the association as the association thinks fit; and
 - g) appoint agents to transact any business of the association on its behalf; and
 - h) enter into any other contract it considers necessary or desirable.
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s. 30—Certain persons not to be members of the committee

- (1) A person who is an insolvent under administration must not, without leave of the Commission, be a member of the committee of an incorporated association, or be in any way (whether directly or indirectly) concerned in or take part in the management of an incorporated association.

Maximum penalty: \$5 000.

- (2) A person who has been convicted within or outside the State—
- (a) on an indictment of an offence in connection with the promotion, formation or management of a body corporate; or
 - (b) of an offence involving fraud or dishonesty punishable on conviction by imprisonment for a period of not less than three months; or
 - (c) of an indictable offence; or
 - (d) of—
 - (i) an offence against section 39A; or
 - (ii) an offence against a provision applied by section 41B; or
 - (iii) an offence against section 60,

must not, within a period of five years after his or her conviction or, if he or she was sentenced to imprisonment, after his or her release from prison, without leave of the Commission, be a member of the committee of an incorporated association, or be in any way (whether directly or indirectly) concerned in or take part in the management of an incorporated association.

Maximum penalty: \$5 000.

- (3) When granting leave under this section, the Commission may impose such conditions or limitations as it thinks fit and any person contravening or failing to comply with any such condition or limitation that is applicable to him or her is guilty of an offence.

Maximum penalty: \$5 000.

- (4) The Commission may, at any time, revoke leave granted by it under this section.
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