Corporations Act 2001 (Cth)

Sporting Shooters Association of Australia (New South Wales) Sydney Branch Limited
ACN [insert]

Constitution

December 2024

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CORPORATIONS ACT 2001 (CTH)

CONSTITUTION

of

SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (NEW SOUTH WALES) SYDNEY BRANCH LIMITED

ACN [INSERT DETAILS]

1. NAME

The name of the Company is Sporting Shooters Association of Australia (New South Wales) Sydney Branch Limited, ACN [insert] ("**Company**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution capitalised words have the following meanings unless the contrary intention appears:

Act means the *Corporations Act 2001 (CTH)*.

Adult Member means a natural person who is a registered, financial member of the Company and not an Honorary Member, Life Member, Family Member, Pensioner Member or Junior Member or who is otherwise recognised by the Company as an Adult Member.

AI Act means the *Associations Incorporation Act 2009* (NSW).

AICD means the Australian Institute of Company Directors ACN 008 484 197.

Annual General Meeting (AGM) means the annual general meeting of the Company held in accordance with this Constitution.

Annual Return means the following documents:

(1) Regulatory Returns;

(2) the minutes of the annual general meeting;

(3) the financial reports for the previous Financial Year as presented at the annual general meeting; and

(4) details of the name and contact details of all officeholders elected at the annual general meeting.

ASIC means the Australian Securities and Investments Commission or such other regulatory body having oversight of corporations which may replace it in the future.

Associate Members means the Member categories listed in **clause 6.1**;

Bad Financial Standing means a person or entity who:

(a) has not paid their Membership Fee (if any) when due;

(b) is Insolvent; or

(c) owes a liquidated debt to an Organisation Entity and

(i) demand for the payment of that debt has been made in writing by the relevant Organisation Entity; and

(ii) subject to any other agreements or compromises between the relevant parties in relation to that debt, payment has not been made within 21 days of such demand

Board means the body of Directors comprising the persons referred to in **clause 12.1** from time to time.

Board Advisor means a person appointed by the Board in accordance with **clause 18**, who the Board believes can contribute specialist skills to the Company and the Board in its management and pursuit of the Objects.

Board and Officer Code of Conduct means the Code of Conduct contained in **Schedule 1**.

Business Day means a day on which a commercial retail bank established under the *Banking Act1959* (Cth) is open for business in New South Wales, except for Saturdays and Sundays.

CLG means an entity incorporated as a company limited by guarantee under the Act.

Committee means a committee established by the Board in accordance with **clause 21** of this Constitution.

Company means Sporting Shooters Association of Australia (New South Wales) Sydney Branch Limited, ACN [insert ACN]

Company Club means a club or other similar group established by the Board in accordance with **clause 11.11** of this Constitution.

Constitution means this Constitution of the Company.

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include a Board Advisor or Executive Officer.

Director Training means director education and training courses, including courses conducted by the AICD, addressing the governance, finance and risk management responsibilities of directors of public companies, including companies limited by guarantee, or such other matters as the Board may by resolution determine.

Disciplinary Matter means a matter referred to in **Schedule 6**.

Disciplinary Procedures means procedures set out in **Schedule 6**.

Disciplined Member means a Member who is under a suspension or who has been expelled from the Company in accordance with this Constitution.

Disputant means a party to a Dispute.

Dispute means an internal dispute within the Company that does not involve the discipline of an Individual Member under the Disciplinary Procedures, and which is dealt with under the Dispute Resolution Procedures in **Schedule 4**.

Dispute Notice has the meaning given in **Schedule 5**.

Executive means the executive group of the Board, being the President, Senior Vice-President, Junior Vice-President, and Treasurer.

Executive Officer means the person appointed in accordance with **clause 15**.

Extraordinary Special Resolution means a Members' resolution approved by a majority of votes of 90% or more of the votes able to be cast by Members present or voting by proxy or representative and entitled to vote on a resolution.

Financial year (unless otherwise determined by the Board) means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

Firearms Laws means the *Firearms Act 1996* (NSW), the *Firearms Regulation 2006* (NSW) and any other laws and regulations concerning the regulation of firearms in New South Wales.

Full Members means the Members listed in **clause 6.1**.

General Meeting means the AGM or any SGM of the Company, and all General Meetings will be SGMs except for the AGM.

Greater Sydney Area means the area so identified from time to time by the New South Wales Department of Planning or by any other Department, statutory authority or instrumentality that regulates Planning Law in New South Wales from time to time.

Honorary Member means a natural person, who is not a member of any Organisation Entity who is appointed as an Honorary Member of the Company under this Constitution.

Horsley means the publication *Horsley's Meetings: Procedure, Law and Practice* 7th Edition.

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being unable to:

(a) understand the information relevant to the decisions that will have to be made in the role of Director;

(b) retain that information to the extent necessary to make those decisions;

(c) use or weigh that information as part of the decision-making process; or

(d) communicate the decisions in some way.

Incorporated Association means an entity formed as an incorporated association under the IA Act.

Individual Member means an Adult Member, Honorary Member, Life Member, Family Member, Pensioner Member, Junior Member and such other natural person who is recognised by the State Association as a Member of the Member Branch.

Insolvent means when a person is unable to pay all of their debts, as and when they become due and payable.

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 Company, including those items referred to in **clause 44**, or any activity of or conducted, promoted or administered by the State Association in New South Wales or the National Association in Australia.

Internal Dispute means a dispute described in **clause S5.1** of **Schedule 5**.

Internal Dispute Resolution Procedures means the procedures that apply to resolution of Internal Disputes and disagreements, with those disputes and those procedures identified in **Schedule 5**.

Junior Vice President is the junior vice president of the Company as elected or appointed to that position in accordance with this Constitution.

Life Member means an individual appointed as a Life Member of the Company under **clause 6.17.**

Member means a member for the time being of the Company, belonging to one of the categories of members identified in **clause 6** or any other category of member of the Company which may be created from time to time in accordance with this Constitution.

Member Branch means a company, incorporated association or other entity that is a member of the Organisation.

Member Code of Conduct means the Code of Conduct contained in **Schedule 2**.

Membership means being a Member with the rights and benefits applicable to the relevant category of Member as set out in this Constitution.

Membership Application means an application for Membership in such form as determined by the Board from time to time and on which an applicant nominates the category of Membership they are applying for.

Membership Determination means a determination made in accordance with this Constitution concerning a Member's continued eligibility for Membership.

Membership Fee means the fee payable by the relevant category of Member, as a requirement for admission as a Member and for continuing Membership, determined in accordance with this Constitution.

Membership Year means a period of 12 months commencing from the date a Member's Membership Application is accepted or their Membership is renewed.

National Association means the Sporting Shooters Association of Australia Inc., currently constituted as an incorporated association no. A6120 in South Australia under the *Associations Incorporation Act 1985* (SA) or such other not-for-profit entity structure as it may adopt or is required to become by law, and which takes on the functions of that entity;

Nomination Form means the nomination form as set out in **Schedule 2** or such other form as approved by the Board.

NSW Firearms Registry means the Firearms Registry which is currently administered by the NSW Police Force or equivalent regulatory body which is responsible for administering firearms laws.

Objects means the Objects and the Additional Objects of the Company in **clause 3**.

Ordinary Resolution means a resolution passed by more than fifty (50%) of the total number of eligible votes able to be cast by Members at a general meeting in favour of a resolution before the meeting.

Organisation means the community of bodies operating under the name "Sporting Shooters Association of Australia" consisting of the National Association, State and Territory Associations andtheir member branches, affiliated clubs and individual members.

Organisation Entity means the National Association, State and Territory Associations and their member branches and affiliated clubs but excludes natural persons who are individual members.

Other Shooting Organisation means any organisation involved in the shooting sports that is not a part of the Organisation.

President means the President of the Company as elected or appointed to that position inaccordance with this Constitution.

Public Officer means the member of the Board appointed as the public officer of the Company under this Constitution.

Register means the register of Members kept and maintained by the Company, utilising the electronic database of the National Association.

Registered Office means the registered office of the Company from time to time as the Board determines and registered with ASIC or any other applicable regulatory authority.

Regulations mean any Regulations made by the Board under **clause 40**.

Returning Officer means the person appointed to conduct elections and announce the result and who is not a candidate to which the election relates being:

(a) firstly, the Executive Officer, if endorsed by the Board and such appointment is not otherwise prohibited by law; or

(b) in the absence of an Executive Officer or if the Executive Officer is unable or unwilling to act, the Secretary; and

(c) in the absence, inability or unwillingness to act of the Executive Officer or Secretary, a Director appointed by the Board.

Seal means the common seal of the Company (if any).

Secretary means the person appointed by the Board as the Secretary of the Company, in accordance with this Constitution and with the Act.

Senior Vice President means the Senior Vice President of the Company as elected or appointed to that position in accordance with this Constitution.

SGM Request Date means the date on which the Executive Officer or Secretary receives from Members a requisition for a special general meeting, given in accordance with **clause 24.2(1)**.

Special Resolution means, in relation to a:

(a) Board meeting, a resolution approved by 75% or more of Directors present at a Board Meeting and entitled to vote;

(b) Members' resolution, a resolution approved by 75% or more of the votes cast by Members present at a General Meeting or voting by proxy or representative and entitled to vote on that resolution.

Special General Meeting (**SGM**) means a special general meeting of the Company held in accordance with this Constitution.

Sport means all forms of sporting shooting, including target shooting, hunting and firearms collecting.

State Association means Sporting Shooters Association of Australia (New South Wales) Limited (ACN 659 347 109) or any successor to that company, provided that the company concerned is and remains a full member of the National Association.

State Disciplinary Panel means any appeal panel established by the State Association having the role of considering appeals from the decision of disciplinary panels established by Member Branches from time to time.

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

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

Transfer Application means an application from an Individual Member requesting to be transferred from a Member Branch to another Member Branch.

Transferring Member means a person seeking to transfer his or her membership from a Member Branch to the Company.

2.2 Interpretation

In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) 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 performanceof the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(f) references to persons include corporations and bodies politic;

(g) references to a person include the legal personal representatives, successors and permitted assigns of that person;

(h) a notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Act or any other law;

(i) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and

(j) a reference to "writing" shall 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.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

(1) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

(2) Replaceable rules under the Act are expressly displaced by this Constitution.

(3) In the event of any inconsistency between this Constitution and the provisions of the Act, the provisions of the Act prevail.

3. OBJECTS OF THE COMPANY

3.1 Objects

The Objects of the Company are to:

(a) conduct, encourage, promote, advance and administer the Sport throughout the Greater Sydney Area;

(b) ensure the maintenance and enhancement of the Company, the Members and the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;

(c) to provide a means for the exchange and advancement of knowledge about firearms, ammunition, accessories and shooting generally;

(d) at all times act on behalf of, and in the interest of, the Members and the Sport in the Greater Sydney Area;

(e) promote the economic and community service success, strength and stability of the Company, the Members and the Sport in the Greater Sydney Area;

(f) use and protect the Intellectual Property;

(g) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;

(h) promote and assist in establishing and maintaining firearms shooting ranges suitable for the shooting disciplines of the Company and National Association within the Greater Sydney Area;

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

(j) advance the operations and activities of the Company throughout the Greater Sydney Area;

(k) promote game conservation;

(l) promote a better understanding between landholders and shooters;

(m) oppose the use of firearms for subversive and/or other unlawful purposes;

(n) promote responsible hunting;

(o) oppose aspects of firearms or firearms use legislation and regulations as considered ineffective in reducing crime and/or violence, and as representing undue restrictions on legal firearms owners, both Members and non-members;

(p) review and/or determine any matters relating to the Sport;

(q) pursue such arrangements, including sponsorship and marketing and other funding opportunities as are appropriate to further the interests of the Sport and the Company in the Greater Sydney Area;

(r) represent the interests of its Members and of the Sport generally in any appropriate forum in the Greater Sydney Area;

(s) promote the health and safety of Members and all other participants in the Sport in the Greater Sydney Area;

(t) seek and obtain improved facilities for the enjoyment of the Sport in the Greater Sydney Area

(u) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;

(v) provide competitions and events for the advancement of the Sport in the Greater Sydney Area; and

(w) work with other like-minded organisations to provide competitions and events for the advancement of the Sport in the Greater Sydney Area in New South Wales and in other States and Territories of Australia.

3.2 Additional Objects

The Additional Objects of the Company are:

(1) **Promoting the Sport:** to promote and improve the sport of shooting in the State of New South Wales through public relations programs.

(2) **Knowledge:** to provide a means for the exchange and furtherance of knowledge pertaining to firearms, ammunition, accessories and shooting generally.

(3) **Expansion:** to promote and assist in establishing Member Branches of the State Association throughout the State of New South Wales having rules which have been approved by the State Association (during the period in which the Company is a Member of the State Association) or the National Association or both (as applicable) and are consistent with those of the National Association.

(4) **Shooting Ranges:** to promote and assist in establishing and maintaining firearms shooting ranges suitable for the shooting disciplines of the National Association within the State of New South Wales.

(5) **Education:** to educate people in the art of shooting, safe handling of firearms, field etiquette and a knowledge of the laws relating to firearms, hunting, target shooting and arms collecting.

(6) **Game Conservation:** to promote and uphold game conservation by way of advocating appropriate open seasons for game species.

(7) **Landholders:** to promote a better understanding between landholders and shooters.

(8) **Unlawful Use of Firearms:** to oppose the use of firearms for subversive and/or other unlawful purposes.

(9) **Responsible Hunting:** to promote responsible hunting.

(10) **Status:** to maintain the status of an amateur shooting organisation.

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

(a) registration, in any form, of legal longarms;

(b) permits to purchase in any form for either legal firearms, parts, ammunition or firearms related accessories;

(c) dispossession of firearms owners by the establishment of firearms repositories for the compulsory storage of firearms;

(d) rendering inoperative collector firearms;

(e) national firearms legislation in any form;

(f) any involvement of the Commonwealth of Australia in controlling or restricting the availability of firearms, parts, ammunition or firearms related accessories legally able to be possessed under New South Wales law;

(g) any unreasonable inclusion on the list of prohibited weapons beyond that in operation in the State of New South Wales at the time of this incorporation;

(h) any interference with existing related recreational activities including all presently available forms of lawful hunting, vermin control, target shooting and arms collecting; and

(i) any attempt to prevent the introduction of new shooting disciplines involving legal firearms.

4. POWERS

4.1 General Power

To further the Objects, the Company has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

4.2 Outgoing Gifts and Donations

Subject to any restrictions imposed by the law, the Company may make gifts, subscriptions or donations (**donations**) to any worthy cause that do not exceed the aggregate amount of ten thousand dollars($10,000.00) in any given calendar year, provided that the donations:

(a) if raised for a nominated purpose, are then paid to the benefit of that nominated purpose;

(b) are specifically permitted by a Special Resolution of the Members; or

(c) are generally permitted by a Special Resolution of the Members to increase the maximum aggregate amount prescribed in this **clause 4.2**.

5. AUTONOMY AND STATE ASSOCIATION MEMBERSHIP

5.1 Company is Independent and Autonomous

(1) Subject to the provisions of this Constitution, the Company is independent and autonomous. Notwithstanding that independence and autonomy, the Company will consult with the State Association on matters that, in the reasonable opinion of the Board:

(a) are matters of long-term consequence to the Organisation; or

(b) extend in effect and implication, directly or indirectly, to involve another Company or Association that is a Member of the Organisation;

(2) Subject to anything to the contrary in this Constitution, the matters specified in **clauses 5.1(1)(a)** and **(b)** inclusive will be dealt with by the Board after consultation with the State Association.

5.2 Membership of State Association

Subject to **clause 37.1(b)**, the Company may choose to remain a Member Branch of the State Association.

6. MEMBERS AND MEMBERSHIP

6.1 Categories of Members

The Full Members of the Company are:

(1) Ordinary Members.

(2) Family Members.

(3) Pensioner Members.

(4) Life Members.

6.2 Associate Members

The Associate Members of the Company are:

(1) Junior Members.

(2) Honorary Members.

6.3 Admission of New Members

(1) The Company may admit new:

(a) Ordinary Members;

(b) Family Members;

(c) Pensioner Members; and

(d) Junior Members,

of the Company, provided that the person concerned is also a member of the State Association or of the National Association if at the time the person concerned is admitted as a member, the Company is itself a Member of the State Association or of the National Association.

(1) The Company may confer Honorary Membership under **clause 6.9** even if the person recognised as an Honorary Member not a member of the State Association or of the National Association.

6.4 Criteria for Ordinary Members

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

(a) be eighteen (18) years of age or above;

(b) complete and submit an application, in a form nominated by the National Association or the State Association, either in printed or electronic form or, if there are no such forms, in a form approved by the Board;

(c) attach payment or evidence of payment of the Membership Fee as current at that time;

(d) not be in Bad Financial Standing;

(e) not already be an Individual Member of another Member Branch;

(f) not presently be suspended or previously expelled from the membership of any Member Branch of the Organisation unless any process relating to the applicant, as set out in the Disciplinary Members Procedures has been completed;

(g) not have disciplinary proceedings undergoing or suspended against them by any Member Branch or the State Association;

(h) not have been convicted of an offence under the Firearms Laws in the previous ten (10) years;

(i) not have been convicted of an indictable offence in the previous ten (10) years that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise);

(j) submit with their application to be admitted as Member of the Company, an application to be admitted as a Member of the State Association; and

(k) be a Member of the State Association or of the National Association, if the Company is a Member of the State Association when the Membership Application is submitted to the Company.

6.5 Criteria for Admission of Family Members

The criteria for admission as a Family Member of the Company are the same as those for an Ordinary Member as contained in **clause 6.4** above save that:

(a) the individual is a member of the immediate family of an Ordinary Member and resides at the same address as that Ordinary Member; and

(b) the relevant Prescribed Subscription is that of a Family Member.

6.6 Criteria for Admission of Pensioner Members

The criteria for admission as a Pensioner Member of the Company are the same as those for an Ordinary Member as contained in **clause 6.4** above save that:

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

(b) the relevant Prescribed Subscription is that of a Pensioner Member.

6.7 Criteria for Conferral of Life Membership

(1) The Company may, by resolution of the Full Members in annual general meeting, grant Life Membership of the Company to a Full Member.

(2) Any vote on a resolution to confer Life Membership of the Company on a Full Member must be by secret ballot.

(3) The Company must recognise:

(a) a Full Member who has been granted life membership of the State Association as also being a Life Member of the Company; and

(b) a Full Member who has been granted life membership of the National Association as also being a Life Member of the Company.

(4) For the avoidance of doubt, a Full Member does not become a Life Member of the Company for the purposes of this Constitution if:

(a) the Member has been a Member for life but is not granted Life Membership of the Company under this **clause 6.7**; or

(b) the Member has been granted a Life Membership of another Member Branch or another entity of the Organisation other than the National Association or the State Association.

6.8 Criteria for Admission of Junior Members

The criteria for admission as a Junior Member of the Company are the same as those for an Ordinary Member as contained in **clause 6.4** above save that:

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

(b) the relevant Prescribed Subscription is that of a Junior Member; and

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

6.9 Criteria for Conferral of Honorary Membership

(1) Given special circumstances, the Board may resolve to confer Honorary Membership on a natural person, who is not a member of any Organisation Entity.

(2) After the adoption of the resolution of the Board as referred to in **subclause 6.9(1)** above, the individual becomes an Honorary Member of the Company upon the later in time of:

(a) the conclusion of the meeting of the Board at which the resolution was adopted; or

(b) when the Company receives written notice from the individual agreeing to become an Honorary Member.

(3) The length of time for which a person may be an Honorary Member:

(a) is at the absolute discretion of the Board at the time of conferral of membership on the Honorary Member; and

(b) must be specified by the Board at the time of the conferral.

(4) For the avoidance of doubt, an Individual Member does not become an Honorary Member if the Individual Member has been conferred with an Honorary Membership of another Member Branch or another entity of the Organisation, other than the State Association.

6.10 Transfer of Membership

(1) Save for exceptional circumstances, no Transferring Member may transfer their membership to the Company except in accordance with this **clause 6.10**.

(2) After receiving a "Transfer Application" from the State Association, or from a Member Branch, for the Transferring Member to transfer their membership to the Company, the Board may object to the transfer by giving a written notice of objection to the State Association, or to the Member Branch, within two (2) months of the date of receipt of the Transfer Application.

(3) The transfer of membership to the Company under **subclause 6.10(2)** above will be effective immediately on the expiry of two (2) months from the date the Transfer Application was received by the Company, unless the Company has given notice of its objection to the transfer under **subclause 6.10(2)** above.

(4) No Transferring Member may seek to transfer their membership to the Company at a time when there is an unresolved disciplinary action before the Member Branch to which the Transferring Member belongs.

(5) In the event that an Individual Member, who has been conferred Life Membership by another Member Branch, applies to transfer their membership to the Company, and the Transfer Application is not objected to under **subclause 6.10(2)** above, the Individual Member will be recognised as a Life Member of the Company.

6.11 Rights of Full Members – General Meetings

The rights for each category of Member regarding General Meetings are to:

RIGHTS	Receive Notice	Attend	Speak	Propose Agenda Items	Vote
Ordinary Members					
Family Members					

Pensioner Members					
Life Members					

6.12 Rights of Associate Members

Associate Members may use the Company's facilities but they do not have the rights identified in **clause 6.11**.

6.13 General Membership Requirements

For a person to become and remain a Full Member of the Company, that person or that entity must meet thefollowing minimum requirements in addition to any other requirements specific to a category of Membership as set out in this Constitution:

(a) pay the applicable Membership Fee (if any) when due;

(b) comply with this Constitution;

(c) comply with all applicable laws and regulations and, in particular, with the Firearms Laws;

(d) not be in Bad Financial Standing;

(e) have their Membership Application or renewal accepted by the Company;

(f) not be a Disciplined Member;

(g) be a natural person eighteen (18) years of age or above;

(h) not have any current or suspended disciplinary proceedings against them by any Organisation Entity;

(i) not have been convicted of an offence under the Firearms Laws in the previous ten (10) years; and

(j) not have been convicted of an indictable offence in the previous ten (10) years that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise.

6.14 Membership Requirements for Family Members

The criteria for admission as a Family Member are the same as those listed in **clause 6.13**, but the proposed Family Member must also be a member of the immediate family of another Full Member and reside at the same address as that other Full Member.

6.15 Membership Requirements for Pensioner Members

The criteria for admission as a Pensioner Member are the same as those listed in **clause 6.13** but the individual must also be a current holder of a Pensioner or Veterans Affairs Concession Card from the Commonwealth Government.

6.16 Associate Member Requirements for Junior Members

The criteria for admission as a Junior Member are the same as those for a Full Member except the individual is under eighteen (18) years of age and the Membership Application is signed by their parent or guardian with a written guarantee that the parent or guardian is responsible for ensuring the child's compliance with all their obligations as a Member.

6.17 Changes to Membership Requirements

Changes to any of the Membership requirements in **clauses 6.4 to 6.16** or the imposition of requirements for any new Membership category can only be made by the Members at a general meeting, by Special Resolution.

6.18 Life Members

(1) The Board may recommend to an AGM that any natural person who has rendered distinguished service to the Company or the Sport in New South Wales, where such service is deemed to have assisted the advancement of the Sport in New South Wales, be appointed as a Life Member.

(2) A resolution of an AGM to confer life membership on the recommendation of the Board must be by secret ballot.

(3) A person must accept or reject the Company's resolution to confer life membership in writing. Upon written acceptance, the person's details will be entered into the Register, and from the time of entry on the Register the person will be a Life Member.

(4) Appointment as a Life Member only applies to the Company and does not confer life membership for any other Organisation Entity and conversely the appointment as a life member of any other Organisation Entity does not confer Life Membership of the Company.

6.19 Honorary Members

(1) After the passing of a resolution of the Board as referred to in **clause 6.9(1)**, the individual becomes an Honorary Member of the Company from the later in time of:

(a) the conclusion of the meeting of the Board at which the resolution was adopted;or

(b) when the Company receives written notice from the individual concerned agreeing to become an Honorary Member.

(2) The length of time for which a person may be an Honorary Member:

(a) is at the absolute discretion of the Board at the time of the conferral of membership on the Honorary Member; and

(b) must be specified by the Board at the time of the conferral.

6.20 No Limit on Number of Members

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

6.21 Applications for Membership

(1) A person or entity wishing to become a Member must:

(a) submit a properly completed Application to become a Member of the Company, nominating the category of Membership;

(b) also submit a properly completed Application to become a Member of the State Association, if at the date of the Application concerned the Company is a member of the State Association;

(c) pay the relevant Membership Fees to the Company; and

(d) meet the applicable Membership criteria set out in this Constitution.

(2) By applying to be admitted as a Member of the Company, an applicant agrees to be bound by this Constitution and by the Regulations, rules and policies of the Company.

(3) By applying to be admitted as a Member of the State Association, an applicant agrees to be bound by the constitution of the State Association and by all applicable regulations, rules and policies of the State Association, if at the date of the Application concerned the Company is a member of the State Association.

6.22 Discretion to Accept or Reject Membership Application

(1) The Board will consider each Application to become a Full Member of the Company and decide whether to accept or reject the Membership Application.

(2) If the Board refuses an application for admission as a Full Member of the Company:

(a) the Board will refund any fees paid to the Company with the Membership Application; and

(b) the applicant may not apply again to become a Full Member within two (2) years of the Board's decision, unless special permission has been granted by the Board for the applicant to reapply.

(3) If the Board determines to accept an Application to become a Full Member of the Company, the Board must (if at that time the Company is a Member of the State Association), before admitting the person concerned as a Member of the Company, refer the Membership Application to the State Association for consideration, requesting the State Association to:

(a) inform the Company whether the State Association knows of any reason why the person concerned should not be admitted as a Member of the Company; and

(b) submitting to the State Association the Applicant's Application for Membership of the State Association.

(4) Subject to the State Association confirming in writing to the Company that:

(a) there is no reason why the person concerned should not be admitted as a Member of the Association; and

(b) the Board of the State Association agreeing to admit the person concerned as a Member of the State Association,

the Board shall admit the Applicant as a Full Member of the Company, and thereupon the Board shall cause the Applicant's membership fee to be paid to the Company and the

Applicant's membership fee to become a Member of the State Association to be remitted to the State Association.

(5) **Clause 6.22(4)** is of no force and effect if from the date on which the Company ceases to be a Member of the State Association.

6.23 Company Clubs

(1) From time to time the Board may, by resolution, establish Company Clubs to provide services and participation opportunities for Individual Members.

(2) Company Clubs are part of the Company, have no independent legal standing, are not classified under any Member category and operate in accordance with rules set by the Board from time to time.

7. REGISTERS

7.1 Company to keep Register of Members

(1) The Company will keep and maintain a Register in which will be entered (as a minimum):

(a) the full name, address, category of membership and date of entry to membership of each Member; and

(b) where applicable, the date of termination of membership of any Member.

(2) Members must provide notice of any change of address and contact details to the Company within one (1) month of any such change.

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, inspection of the Register will only be available as required by the Act and under **clause 33.2**. If permitted by law, only an extract of the Register, excluding the address or other direct contact details of any Member, will be available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

Subject to the Act, confidentiality and privacy legislation and requirements, the Register must be used solely to further the Objects, in such manner as the Board considers appropriate.

7.4 Other Registers

The Company shall keep and maintain such other registers as may be required by the Act and other applicable laws.

8. EFFECT OF MEMBERSHIP

8.1 Member Acknowledgments

Each Member agrees that:

(a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Regulations;

(b) they will comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or by any other entity with authority delegated by the Board;

(c) by submitting to this Constitution and Regulations they are subject to the jurisdiction ofthe Company;

(d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and the advancement and protection of the Sport; and

(e) neither Membership of the Company, nor this Constitution, gives rise to:

(i) any proprietary right of Members in, to or over the Company or its property or assets;

(ii) any automatic right of a Member to renewal of their Membership of the Company;

(iii) subject to the Act and to the Company acting in good faith, any right to natural justice, unless expressly provided for in this Constitution.

(f) they are entitled to all benefits, advantages, privileges and services of Company Membership; and

(g) a right, privilege or obligation of a person by reason of their Membership:

(i) is not capable of being transferred or transmitted to another person; and

(ii) terminates upon the cessation of Membership whether by death, resignation or otherwise.

8.2 Limitation of Member Liability

The liability of a Member to contribute towards the payment of the debts and liabilities of the Company or the costs, charges and expenses of the winding up of the Company is limited to the amount, if any, unpaid by the Member in respect of the Membership Fee for the then current Financial Year.

9. SUBSCRIPTION AND FEES

9.1 Membership Fees

The annual Membership Fees (if any) and any fees or other levies payable by Members to the Company and the time for and manner of payment, will be as determined by the Board.

10. CESSATION OF MEMBERSHIP

10.1 Renewal

Each Member agrees that the renewal of his or her membership is not automatic and is subject to the Member complying with the requirements for Membership, including the requirement to pay Membership Fees (if any), and to observe all other applicable provisions of this Constitution.

10.2 Cessation of Membership

Without limiting the effect of any other provision of this Constitution, a Member ceases to be a Member automatically if the Member:

(a) subject to any other provision in this **clause 10.2**, does not comply with the applicable Membership requirements set out in **clauses 6.4 to 6.16**;

(b) resigns their membership by written notice to the Secretary in accordance with **clause 10.5(1)**, and no resignation as a Member of the Company is effective unless the Member seeking to resign complies with that clause;

(c) fails to pay the required Membership Fee within ninety (90) days (or within such longer time as the Board may allow) of the commencement of their Membership Year;

(d) is a Disciplined Member;

(e) dies;

(f) is convicted of an offence under the Firearms Laws; or

(g) is convicted of an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the Life Member or Honorary Member is a holder of a firearms licence or otherwise).

10.3 Forfeiture of Rights

If a Member ceases to be a Member for any reason they immediately:

(a) must cease to use any property of the Company or to attend (or to seek to attend) at any premises owned or controlled by the Company;

(b) forfeit all rights in and claims upon the Company and its assets including Intellectual Property; and

(c) must return to the Company any documents, records or other property of the Company in the possession, custody or control of that Member.

10.4 Ongoing Benefits

If a Member continues to receive benefits or privileges in line with their Membership, even after their Membership has ceased, this is not a waiver by the Company of any Membership requirements under this Constitution. The person concerned may be notified by the Company that their former Membership rights and privileges, including but not limited to the right to vote at General Meetings, are no longer available to them. There is no right to natural justice or any right of appeal where the Board exercises its power under this **clause 10.4**.

10.5 Notice of Resignation

(1) A Member having paid all arrears of Membership Fees or any other moneys payable to the Company may resign or withdraw from Membership by giving one (1) months' notice in writing to the Secretary of such resignation or withdrawal.

(2) When the Company receives notice of resignation of Membership given in accordance with this **clause 10.5(1)**, the Company must make an entry in the Register that records the date on which the Member who gave notice ceased to be a Member.

10.6 Discipline of Members

(1) The Board, acting reasonably, may, on its own motion, or after receipt of a written complaint from an Individual Member, refer another Individual Member to the Company Disciplinary Panel to consider allegations and/or complaints against the first Individual Member that, in the opinion of the Board, relate to actions, omissions or conduct that:

(a) have brought the Company, another entity of the Organisation or the Organisation as a whole into disrepute;

(b) have breached or caused the Company to breach this Constitution, the State Constitution or the Act in a material manner;

(c) have involved misappropriation of funds and/or property of the Company;

(d) are inconsistent with the aims, objects and purposes of the Company in a material respect;

(e) have caused conflict between the Company and/or another entity of the Organisation and one or more Other Shooting Organisations;

(f) have significantly impaired and/or removed the ability of one or more Individual Members to enjoy the benefits of their membership of the Company without hinderance, interference or obstruction;

(g) have involved the Individual Member who is the subject of the complaint or reference committing an act of abuse or violence against another Individual Member;

(h) have resulted in the Individual Member seriously and/or persistently breaching the safety rules or Firearms Laws at any shooting range conducted by the Company; or

(i) have resulted in the Individual Member seriously or persistently breaching the Member Code of Conduct or breaching laws, regulations and/or other codes of conduct pertaining to shooting activities, including hunting.

(2) If at the time the Board receives the complaint concerned, or becomes aware of conduct of an Individual Member which would merit referral to the Company Disciplinary Panel, there is no such Panel, and if the Company as at the date of receiving the complaint is a Member of the State Association, then the Board shall refer the matter to the State Disciplinary Panel, for consideration and action.

(3) Pending the consideration and determination of a complaint in accordance with **Schedule 6**, whether by the Company Disciplinary Panel or (if the Company is a Member of the State Association at the date that the complaint is received) by the State Disciplinary Panel, the Board may by resolution suspend the membership of the Individual Member who is the subject of the complaint.

10.7 Member to Re-Apply

(1) A Member whose Membership has been cancelled by decision of the Company Disciplinary Panel or of the State Disciplinary Panel must seek renewal and re-apply for Membership in accordance with this Constitution unless they are re-admitted or reinstated by the Board, which it may do at its discretion and applying such conditions as it deems appropriate.

(2) There is no right of appeal where the Board refuses to re-admit or reinstate a former Member under this **clause 10.7**.

11. POWERS OF THE BOARD, COMPANY DISCIPLINARY PANEL AND DISPUTE RESOLUTION

11.1 General Powers

Subject to the Act and this Constitution, the Board may:

(a) exercise all functions that are not required by the Act or this Constitution to be exercised by the Members in general meeting; and

(b) perform all such acts and do all such things as deemed necessary, reasonable and/or appropriate by the Board for the:

(i) proper management of the affairs of the Company; and

(ii) furtherance of the Objects, aims and purposes of the Company; and

(c) suspend or expel an Individual Member from the Company, but only after acting in accordance with this Constitution, including **clause 10.6** and **Schedule 6**.

11.2 Exercise of Powers by President

(1) The powers of the Company, including but not limited to those of the Board (but excluding from those powers, when exercised by the President, the power to suspend a member in accordance with **clause 10.6(3)** and any power which this Constitution requires may only be exercised by a resolution of the Board), may be exercised by the President between meetings of the Board, save that any power so exercised by the President is subject to confirmation and ratification by the Board at thenext meeting of the Board.

(2) When the President exercises a power of the Company or of the Board under **clause 11.2(1)**, the President must inform any interested third party that such exercise of power by the President is subject to confirmation and ratification by the Board.

11.3 General Duties

Without limiting the general application to the Company of the Act and this Constitution, the Board must ensure that:

(a) all moneys due to the Company are collected and that all payments authorised by the Company are made;

(b) correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditures connected with the activities of the Company; and

(c) ensure that audited financial statements, prepared in accordance with the Act and all applicable accounting standards, are presented at each AGM of the Company.

11.4 Code of Conduct

Without limiting the general application of the Act and this Constitution, the Board and other Officers of the Company must observe and adhere to the Directors' and Officers' Code of Conduct.

11.5 Company Disciplinary Panel

The Board shall, within three (3) months of each of the following dates, as applicable:

(a) the incorporation of the Company as a Company limited by guarantee; and

(b) the first Annual General Meeting of the Company and of each successive Annual General Meeting,

appoint the Chairperson and five (5) Ordinary Members of the Company Disciplinary Panel. Each of the persons appointed must be either an Adult Member or a Pensioner Member of the Company.

11.6 Company Disciplinary Panel Members to have Suitable Skills and Experience

The Board shall ensure that the persons appointed to the Company Disciplinary Panel have the skills and experience to exercise the powers and perform the functions that are described in **Schedule 6** to this Constitution. Where possible, the Chairperson shall be a solicitor or barrister with experience in the conduct of litigation or dispute resolution or both.

11.7 Restrictions on Members of the Company Disciplinary Panel

A Member is not eligible to be appointed as a Member of the Company Disciplinary Panel if:

(a) the person is not or ceases to be a Full Member;

(b) the person is convicted of an offence under the Act;

(c) the person is convicted of an offence under the Firearms Laws;

(d) the person is convicted of an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise);

(e) the person is an undischarged bankrupt under the *Bankruptcy Act 1966* (Cth);

(f) the person is an employee of the Association or any other entity within the Organisation;

(g) the person holds elected public office:

(i) of the Parliament of New South Wales; or

(ii) of the Parliament of the Commonwealth of Australia;

(h) the person is in Bad Financial Standing;

(i) the person has brought court proceedings against the Association or any other entity of the Organisation and at the time the proceedings remain unresolved in court; or

(j) the person is or becomes a Member of the State Disciplinary Panel; or

(k) the person is removed as a Member of the Company Disciplinary Panel by resolution of the Board.

11.8 Vacancies on the Company Disciplinary Panel

The Board may appoint a new Member or Members of the Company Disciplinary Panel if any person appointed by the Board in accordance with **clause 11.5** ceases to be a Member of that Panel in accordance with **clause 11.9** or otherwise ceases to hold office of that Panel.

11.9 Ceasing to be a Member of the Company Disciplinary Panel

A person ceases to be a Member of the Company Disciplinary Panel if the person:

(a) dies;

(b) becomes incapacitated and unable to continue in their position on the Company Disciplinary Panel;

(c) is no longer eligible for office for one or more of the reasons listed under **clause 11.7** above;

(d) becomes of unsound mind or whose person or estate is at risk of being dealt with in any way under a guardianship law relating to mental health;

(e) resigns by written notice to the Secretary; or

(f) ceases to be a Full Member of the Branch,

that person shall forthwith cease to be a member of the Company Disciplinary Panel and the vacated position shall remain vacant until after the next annual general meeting and, for the avoidance of doubt, that vacant position may not be filled by the Board as a casual vacancy.

11.10 Internal Disputes and Internal Dispute Resolution Procedures

If requested by an Individual Member, or of its own motion, the Board may refer an Internal Dispute (as identified in **clause S5.1** of **Schedule 5** to this Constitution) to mediation in accordance with **Schedule 5** of this Constitution, including **clauses S5.5** to **S5.7** inclusive. If an Individual Member is, in the Board's opinion, party to a dispute or disagreement as described in **clause S5.1**, then that Individual Member must comply with the direction of the Board made in accordance with this **clause 11.10** and must participate, in good faith, in a mediation conducted in accordance with **Schedule 5** of this Constitution.

11.11 The Board may by resolution establish Company Clubs and may by resolution identify the charter and purpose of any such Club.

12. COMPOSITION OF THE BOARD

12.1 Composition of Board

The Board, subject to any vacancies that may arise from time to time and to any other provision in this Constitution, shall consist of the Executive and five (5) other Directors who must be Full Members and must be elected under **clause 14**. No person may occupy two or more elected positions on the Board at the same time.

12.2 Election of the Board

The Executive and up to five (5) other Directors shall be elected by the Members in accordance with **clause 14**.

12.3 Other Portfolios

The Board may allocate portfolios, particular responsibilities and/or titles to Directors. Subject to this Constitution and any resolutions of the Board, the allocation of portfolios or titles does not affect the powers and duties of Directors.

13. ELIGIBILITY FOR APPOINTMENT AS A DIRECTOR

13.1 Skills-based Collegial and Effective Board

The Company and the Directors from time to time are to work to ensure the Board is skills-based. The Members agree that the Company is subject to very significant statutory obligations,

including obligations arising under the Firearms Laws. In addition to any other criteria that must be satisfied by a person seeking election as a Director, the person concerned should have skills, experience and qualifications that will assist the Board to operate as a collegial and effective governing body of the Company and to achieve the Objects which the Company exists to achieve.

13.2 Base Criteria

A person is not eligible to be nominated, appointed or elected as a Director and, if elected or appointed, must resign in writing with immediate effect if the person:

(a) is not or ceases to be a Member;

(b) is convicted of an offence under the Act, the Firearms Laws or an indictable offence that renders them ineligible to apply for and/or obtain a firearms licence in New South Wales (regardless of whether the person is a holder of a firearms licence or otherwise);

(c) is an undischarged bankrupt under the Bankruptcy Act 1966 (Cth);

(d) is an employee of the Company or any other entity within the Organisation;

(e) is in Bad Financial Standing;

(f) has brought court proceedings against the Company or any other Organisation Entity and at the time the proceedings remain unresolved in a court or tribunal; or

(g) is a Disciplined Member

13.3 Director Training

(1) A person elected as a Director must attend Director Training and such other governance training as reasonably determined by resolution of the Board from time to time unless the Director concerned satisfies the Board, acting reasonably, that the Director has participated in similar Director Training or similar governance courses for directors in the last 5 years.

(2) The Company shall pay the cost of all Director Training and all governance courses, approved by the Board, attended by a Director.

(3) If a Director fails to complete the training nominated in **clause 13.3(1)** after their election or appointment, the Director may not continue to hold office as a Director unless after disclosure of the relevant details to the Board, which must occur within sixty (60) days of the event, the Board resolves that the Director may continue to hold office.

13.4 Matters Requiring Member Approval

Despite any other provision of this Constitution, a person is not eligible to be nominated or elected as a Director without disclosure to the General Meeting at which an election will take place if the person:

(a) is an employee of, or holds an executive, committee or other office with one or more Other Shooting Organisations;

(b) holds any office or has an interest in any organisation or group that may conflict or compete with or oppose the aims, objects or purposes of the Company;

(c) holds elected public office at Federal, State or Local government level;

(d) is engaged in or has interests in the firearms or allied trades, whether directly or

indirectly, except where its engagement or interests does not receive an income or makes profit from that interest excluding receiving an honorarium as a result of holding a position on the Board or on the Board of the National Association or any State Association or Territory Association; or

(e) is employed by, or appointed to, any governmental or non-governmental body directly involved in the regulation of firearms in Australia or the State or Territories except wherethe engagement or interests are solely for the benefit of the Company in order for the Company to achieve its Objects.

The General Meeting must then by separate vote by secret ballot approve or reject that person's nomination immediately before the election. If the nomination is not rejected, the person concerned is not eligible for election as a Director of the Company and his or her nomination will be of no force or effect.

14. ELECTION OF DIRECTORS

14.1 Timing of Elections

Elections of Directors are to take place either at:

(a) each AGM, at any time after all reports have been presented to the meeting; or

(b) an SGM, called by the Board as soon as practicable, if three (3) or more casual vacancies, separately or together, have occurred on the Board between AGMs, to fill such vacancies, provided an SGM is not required to be called if the AGM is to be held within 60 days of the third casual vacancy occurring.

14.2 Nominations

(1) Nominations for candidates to fill vacant positions on the Board must be in the form of the Nomination Form.

(2) Nominations for vacancies to be filled at an:

(a) AGM can be sent to the Secretary at any time from the end of the Financial Year preceding the AGM at which the election is to take place up to the date that is fourteen (14) clear days prior to the date of the AGM**;** and

(b) SGM in accordance with the instructions for nominations included in the notice of meeting sent to Members for that SGM in accordance with **clause 14.4(1)**.

(3) Any two Members may nominate one or more Members for election to the Board provided the Members nominated meet the criteria in **clause 13.2**.

(4) The Returning Officer is not eligible for nomination.

(5) Nominations:

(a) must be seconded and can be seconded by any Member except for Junior Members;

(b) must be accompanied by a statement of acceptance signed and dated by the candidate and declaring any position they hold in the Company or an Organisation Entity including as an officer or as a full-time employee; and

(c) must contain details of the candidate's qualifications and/or experience as well as an outline of how they expect to contribute to the management of the Company as a Director.

(6) The Returning Officer must ensure that each Member is provided with a copy of each nomination:

(a) with the notice for the relevant General Meeting where a nomination is received prior to the issuing of the notice of meeting; or

(b) as soon as practical after receipt of the nomination where the nomination is received subsequent to the issuing of such notice.

(7) Nominations may not be withdrawn unless:

(a) written notice of the withdrawal by the candidate or the support of the nominating or seconding Member is given to the Returning Officer no less than three (3) hours before thecommencement of the General Meeting at which the elections are to be held;

(b) the candidate has ceased to be a Member;

(c) the candidate no longer meets any of the criteria to be eligible for election stated in **clause 13.2** above; or

(d) the candidate has been elected to another position on the Board at the sameGeneral Meeting

14.3 Election to Executive

Where an existing Director, whose term has not expired, is elected at an AGM or SGM to an office of the Executive, if the Director was:

(a) not previously a member of the Executive:

(i) the original office of that Director is deemed to have been vacant before the AGM; and

(ii) nomination(s) received for election as ordinary Directors are deemed to have also nominated for that vacant office; or

(b) already a member of the Executive:

(i) the Executive position formerly held by the existing Director is deemed to be a casual vacancy on the Executive arising immediately after the conclusion of the AGM;

(ii) the AGM or SGM must elect an additional Director to the Board under **clause 14.4(1)** as if there was an additional casual vacancy on the Board; and

(iii) the Board will fill the casual vacancy on the Executive under **clause 19.1(1)** at the first meeting of the Board after the AGM or SGM concerned.

14.4 Elections

(1) When elections of Directors are to occur, the Secretary is to give notice to all Members entitled to receive notices of a General Meeting which must state:

(a) the vacancies on the Board needing to be filled (if any);

(b) the date, time and place of the General Meeting, which must be held at least thirty (30) days but not more than sixty (60) days from the date of the notice;

(c) the name of the Returning Officer and their contact details;

(d) a call for nominations for the vacancies, requiring them to be submitted to the Returning Officer no less than fourteen (14) days before the date of the General Meeting; and

(e) rules for proxy voting.

(2) The Returning Officer is responsible for running elections.

(3) If the Executive Officer, after being appointed as the Returning Office, is unable to fulfil that role, the Board will appoint a new Returning Officer in accordance with the Constitution and must notify all Members in writing as soon as practicable.

(4) Nominations cannot be received for any position on the Board from the floor of a General Meeting at which the elections are held.

(5) If only one (1) nomination is accepted by the Returning Officer for any given vacant office, the relevant candidate is deemed to be elected.

(6) If, in the case of an SGM, the number of valid nominations received by the Returning Officer equals the number of casual vacancies, the Board is to give written notice to the Members cancelling the SGM and declaring the candidates duly elected to the vacant positions.

(7) If more than one (1) nomination is accepted by the Returning Officer for any given vacant office, a secret ballot will be held to elect the new Director having regard to the procedure set out in Horsley.

(8) If no valid nominations are received by the Returning Officer or if a person is not approved by the required majority of Members for a given vacant office, such office is deemed a casual vacancy as from the conclusion of the relevant General Meeting and in the case of an SGM will remain vacant until the next AGM.

(9) Any newly elected Director must, within fourteen (14) days of being elected as a Director, declare in writing to the Board their acceptance of the Code of Conduct and their agreement to comply with it and such written declarations are to be kept with the register of Directors.

14.5 Term of Appointment for Elected Directors

(1) Subject to **clause 14.5(6)**, Directors elected under this **clause 14** are elected for a term of three (3) years. Subject to provisions in this Constitution relating to resignation, earlier retirement or removal of Directors, elected Directors commence or remain in office from the conclusion of the General Meeting at which the election occurred.

(2) Each Director holds office until the conclusion of the elections at the third following AGM unless the Director was elected at an SGM, in which case they will hold office until the conclusion of the elections at the AGM where the term of that position expires.

(3) Three (3) elected Directors will retire each year until, after three (3) years, the nine (9) original Directors (appointed upon the incorporation of the Company as a CLG) have retired after which those Directors (or their replacements) who first retired, shall retire and so on.

(4) The sequence of retirements under **clause 14.5(3)** to ensure rotational terms will be:

(a) two (2) Executive Members and two (2) ordinary Directors, as determined by the Board; or

(b) as otherwise determined by the Board in any year in which only one (1) Member of the Executive retires.

(5) Directors who retire are eligible for re-election.

(6) If unforeseen and unavoidable circumstances have occurred which result in the rotation provided for in **clause 14.5(3)** not being able to occur, the Board may alter the lengths of the terms for which one or more new Directors may be elected at the next AGM, to between 1 and 3 years in order to restore the rotation process in **clause 14.5(3)**.

15. EXECUTIVE OFFICER

15.1 From time to time, the Board may employ an individual on a full-time basis as the Executive Officer of the Company.

15.2 The Executive Officer will:

(a) unless otherwise directed by the Board, as far as practicable attend all Board meetings and all General Meetings;

(b) prepare the agenda for all Board and General Meetings;

(c) record and prepare minutes of the proceedings of all Board meetings and General meetings; and

(d) regularly report on the activities of, and issues relating to, the Company.

15.3 Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the Company in General Meeting will invalidate any prior act of the Executive Officer or the Board which would have been valid if that resolution had not been passed.

15.4 The Executive Officer may in consultation with the Board, as appropriate, employ such personnel of the Company as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Executive Officer determines.

16. SECRETARY – APPOINTMENT AND DUTIES

16.1 The Secretary of the Company will be appointed by the Board.

16.2 The Secretary may be a Director but if an Executive Officer has been appointed by the Board, then the Board may, if it so chooses, resolve that the Executive Officer be appointed as the Secretary of the Company and that the powers, duties and functions of the Secretary be exercised by the Executive Officer.

16.3 If the Company does not have a Secretary, or if the Secretary is unable to perform her or his duties as Secretary, a reference to the Secretary will be taken to be a reference to the Executive Officer, or in the absence of an Executive Officer, to the President.

16.4 It is the duty of the Secretary to keep or cause to be kept minutes of:

(a) all appointments of Directors and persons on the Board;

(b) the names of Directors and persons present at a Board meeting; and

(c) all proceedings at Board meetings and General Meetings.

16.5 The Secretary will ensure the minutes of proceedings at a meeting are signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting following a resolution confirming the minutes as being correct.

16.6 The Secretary will attend to the correspondence of the Company and all other duties as directed by the Board.

17. PUBLIC OFFICER – APPOINTMENT AND DUTIES

17.1 Subject to **clause 17.4**, the Public Officer will be appointed by the Board to carry out all the duties required by this Constitution and the Act.

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

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

17.4 If an Executive Officer has been appointed by the Board, the Board may appoint the Executive Officer as the Public Officer.

18. BOARD ADVISORS

18.1 Appointment of Board Advisors

The Board may appoint up to two (2) Board Advisors who may attend all meetings of the Board but who must not vote on any matters coming before the Board for determination or speak in support of or opposition to any motions put to the Board for determination.

18.2 Qualifications for Board Advisors

Board Advisors should have specific skills in at least one field including but not limited to commerce, range development, finance, marketing, law or business generally or hold other skills which complement the skills of Directors and will facilitate the Company's management and pursuit of the Objects.

18.3 Term of Appointment for Board Advisors

(1) Board Advisors may be appointed by the elected Directors under this Constitution for a term of up to three (3) years, which will commence from the conclusion of the Board meeting at which they are so appointed (**Initial Term**).

(2) After a Board Advisor has served their Initial Term, they may only be reappointed for any further term by resolution of the Board.

(3) Board Advisors may be appointed to ensure that their rotational terms coincide with the elected Directors' rotational terms.

(4) Any adjustment to the term of Board Advisors appointed under this Constitution, necessary to ensure alignment of Directors rotational terms under this Constitution, will be determined by the Board, in the Board's absolute discretion.

19. VACANCIES ON THE BOARD

19.1 Casual Vacancies

(1) In the event of a casual vacancy occurring on the Executive:

(a) the Board may appoint another elected Director to fill the vacancy and the Director appointed will hold office, subject to this Constitution, until the next General Meeting at which an election of Directors is held; and

(b) the original office of a Director who is appointed to fill a casual vacancy on the Executive will become a casual vacancy and the person appointed to fill that casual vacancy shall hold office until the next General Meeting at which an election of Directors is held.

(2) Subject to **clause 19.1(1)(b)**, in the event of a casual vacancy occurring on the Board other than within the Executive, the Board may appoint a Member to fill that casual vacancy and the person so appointed shall hold office as a Director until the next General Meeting at which an election of Directors is held.

19.2 Office of Director Becomes Vacant

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director of the Company becomes vacant if the Director:

(a) dies;

(b) is no longer eligible to be a Director for one or more of the reasons listed in **clause 13.2**;

(c) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(d) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:

(i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and

(ii) any determination made under this **clause 19.2(d)** will be made by the Directors acting reasonably; or

(e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(f) resigns their office in writing to the Company;

(g) is absent without the consent of the Board from three (3) consecutive Board meetings;

(h) is an employee of the Company;

(i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare that interest; and

(j) fails to complete Director Training, as required by **clause 13.3(1)** of this Constitution, and the Board resolves, as a result of that failure, that the Director has ceased to hold his or her office with effect from the date of the Board's resolution.

20. MEETINGS OF THE BOARD

20.1 Number of Meetings

(1) The Board will meet at least six (6) times in each period of twelve (12) months at such places and times as the Board may determine for its convenience.

(2) Additional meetings of the Board shall be convened at the request of any Director.

20.2 Notice of Meeting

(1) Written notice of a meeting of the Board must be given by the Executive Officer or the Secretary to each Director,the Executive Officer (if relevant) and any Board Advisors at least seven (7) days, or within such other shorter period as may be unanimously agreed by the Board, before the time appointed for the holding of the meeting.

(2) Notice of a meeting of the Board given under **clause 20.2(1)** above must specify the general nature of the business to be transacted at that meeting and no business other than that business shall be transacted at the meeting unless otherwise unanimously agreed to by the Directors present at the meeting.

20.3 Quorum

(1) Any five (5) Directors shall constitute a quorum for the transaction of the business at a meeting of the Board, provided that one of the Directors present must be the President, Senior Vice President or the Junior Vice President to constitute a quorum.

(2) No business can be transacted by the Board unless a quorum is and remains present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting stands adjourned to the same place and at the same time in the following week and the President or the Secretary must inform all Directors of the adjournment.

(3) If it is not possible to adjourn the meeting to the same place at the same time in the following week for practical reasons, the meeting will be adjourned to a date, time and place within two (2) weeks of the time appointed for the meeting or as agreed to by the Directors present.

(4) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting will be taken to be abandoned and a new meeting shall be convened.

20.4 Chairperson

(1) At a meeting of the Board the chairperson will be the person specified in **clause 20.4(2)** in descending order, with the person lower in order taking on the role if the person preceding them is unable to unwilling to act as chairperson.

(2) For the purpose of **clause 20.4(1)**, the chairperson will be the:

(a) the President;

(b) the Senior Vice-President; or

(c) the Junior Vice President; or

(d) such other Director as may be appointed by the remaining Directors.

20.5 Recording of Meetings

A Board meeting may only be recorded in compliance with **clause 31**.

20.6 Horsley

For the conduct of meetings and on procedural matters, the Board is to have regard to Horsley except that, in the event of any inconsistency between Horsley and this Constitution, the provisions of this Constitution prevail.

20.7 Circular Resolutions

(1) Notwithstanding **clauses 20.2 to 20.4** inclusive, subject to the Act, the Board may pass a resolution without a meeting of the Board, if all Directors entitled to vote on the resolution sign a document containing a statement they are in favour of the resolution set out in the document.

(2) Separate copies of the document may be used for signing if the wording of the resolution and statement is identical in each document.

(3) The resolution is passed when the last eligible Director signs.

20.8 Board Meetings by Technology

In accordance with **clause 32**, Board meetings may be held, and resolutions passed, using technology.

20.9 Decisions of the Board

(1) Questions arising at meetings of the Board will be determined by a majority of votes cast only by the Directors present at and participating in the meeting. No proxy voting is permitted at Board meetings.

(2) Subject to **clause 20.9(6)**, each Director present at a meeting of the Board, including the person presiding as chairperson at the meeting, is entitled to one (1) vote.

(3) In the event of an equality of votes on any question, the person presiding as chairperson at the meeting may not exercise a second or casting vote.

(4) The Board may act notwithstanding any casual vacancy on the Board at the time any resolution is passed by the Board.

(5) Subject to **clause 20.9(6)**, any act or thing done or suffered, or purported to have been done or suffered, by the Board is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director.

(6) Any Director present and entitled to vote at a meeting of the Board who has or may have a disciplinary, material or pecuniary interest in, or any other conflict (including a non-pecuniary interest) in relation to the matter being considered must:

(a) If they have not previously done so in accordance with **clauses 20.10** to **20.12**, declare such interest to the meeting; and

(b) unless the other Directors resolve otherwise in accordance with the Act, must:

(i) absent themselves from the meeting during the relevant discussion; and

(ii) must not vote in respect of the particular matter being considered.

(7) A resolution adopted by the Board is not invalid on the basis that the resolution was adopted without a quorum being present if and only if this was the direct result of compliance with **clause 20.9(6)**.

20.10 Disclosure of Interests

(1) In addition to the disclosure requirements in **clause 13.4**, if a Director has or may have a disciplinary, material or pecuniary interest in, or any other conflict (including a non-pecuniary interest) relevant to any matter to be considered by the Board it must be declared at the meeting of the Board at which the relevant matter is first considered.

(2) If a Director becomes interested in a matter after it is made or entered into by the Board, the declaration of the interest must be made by that Director at the first meeting of the Board held after the Director becomes so interested.

(3) Any disclosure given by a Director in accordance with this **clause 20.10** must be recorded in the minutes of the relevant Board meeting.

(4) Nothing in this **clause 20.10** reduces or removes any obligation of a Director under **clause 20.9(6)**.

20.11 General Disclosure

Where a Director is required to disclose an interest under **clause 20.10**, a Director may give a standing notice of interest to the Board, in accordance with the section 192 of the Act and after such standing notice it is not necessary for the Director to give any further notice relating to that particular interest.

20.12 Recording Disclosures

Any declaration made, any disclosure or any standing notice given by a Director in accordance with any of **clauses 20.9(6)**, **20.10** or **20.11** must be recorded in the minutes of the relevant meeting, any applicable register and otherwise in accordance with the Act.

21. DELEGATIONS AND COMMITTEES

21.1 Board may Confer Powers

The Board may by instrument in writing create or establish or appoint Committees, individual officers and consultants to carry out specific duties and functions of the Board. The Board will determine what powers are conferred on the Committee or person concerned.

21.2 Delegation by Instrument

In the instrument referred to in **clause 21.1**, the Board may delegate such functions as are specified in the instrument, other than:

(a) the Board's power of delegation;

(b) a power to contract with third parties or to accept an obligation binding on the Company in favour of a third party; or

(c) a function imposed on the Board, a Director, the Secretary or the Public Officer by the Act, or anyother law, or this Constitution.

21.3 Delegated Function exercised in Accordance with Terms

A function, the exercise of which has been delegated under this **clause 21** may while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation

21.4 Procedure of Delegated Entity

(1) The procedures for any Committee or person exercising delegated power will, subject to this Constitution and with any necessary or incidental amendment, be the same as those applicable to meetings of the Board under **clause 20**. The Committee or person exercising delegated powers must make decisions in accordance with the Objects, and promptly provide the Board with details of all material decisions. They must also provide any other reports, minutes and information as required by the Board from time to time.

(2) The Board or the President may call a meeting of any Committee from time to time as it, he or she sees fit.

21.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or as to the time or circumstances as may be specified in the delegation.

21.6 Board Functions Not Affected

Notwithstanding any delegation under this **clause 21**, the Board may continue to exercise any function delegated.

21.7 Board Ratification

Unless and until any act or thing done or suffered by any Committee, individual officer or consultant is reported to and ratified by the Board, any such act or thing will have no force and effect.

21.8 Revocation of Delegation

The Board may by instrument in writing:

(a) revoke wholly or in part any delegation under this **clause 21**; and

(b) amend or repeal any decision made by any Committee, individual officer, consultant or other delegate under this **clause 21**.

22. SEAL

22.1 The Company may, but is not required to, have a Seal upon which its corporate name shall appear in legible characters.

22.2 The Seal must not be used without the express authorisation of the Board, and every use of the Seal will be recorded in the Company's minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

23. ANNUAL GENERAL MEETING

23.1 Timing

An AGM shall be held in accordance with the Act and this Constitution:

(a) at a location and venue as determined by the previous AGM or if not determined then as determined by the Board; and

(b) at a time and on a date as determined by the Board.

23.2 Notice of Annual General Meetings

(1) No less than sixty (60) days before the date of the AGM, the Secretary must give the first notice in writing of the location, venue, date and time of the AGM to Members entitled to receive notice of General Meetings at the address appearing in the Register.

(2) No less than twenty-one (21) days before the date of the AGM, the Secretary must give the second notice in writing to Members in accordance with **clause 25.1**.

24. SPECIAL GENERAL MEETINGS

24.1 SGMs may be held

The Board may, whenever it thinks fit, convene an SGM.

24.2 Requisition of SGMs

(1) The Secretary must convene an SGM:

(a) on the requisition in writing of five percent (1%) or more of the Full Members of the Company, entitled to vote at a General Meeting; or

(b) otherwise in accordance with the Act.

(2) Members, being at least five percent (1%) of the total number of the Full Members of the Company entitled to vote at a General Meeting, may call and arrange to hold an SGM without a request to the Company under **clause 24.2(1)(a)**, but if they do so must pay the expenses of calling and holding the General Meeting.

(3) Any:

(a) request under **clause 24.2(1)(a)** ("**Member Request**") or

(b) call under **clause 24.2(2)** ("**Member Call**")for an SGM must:

(i) state the purpose(s) of the meeting;

(ii) be signed by at least two (2) Full Members of the Company and attach a list of the other Full Members who support the Member Request or the Member Call; and

(iii) in the case of a Member Request, be followed by lodging the original request with the Secretary no later than seven (7) days after the Members Request is first notified to the Company.

(4) If the original of the request or notice containing the signatures of the Branch Members is not lodged with the Secretary within the time limited by **clause 24.2(3)(b)(iii)**, the request or notice must state the address at which the Board may, on at least two (2) days' notice, inspect the original request or notice, and provide the contact details of the Member who will arrange at the inspection.

(5) From the date the Secretary receives notice of a request under **clause 24.2(1)(a)** (the "**SGM Request Date**"):

(a) the Board is to give written notice to the Members of an SGM within twenty-one (21) days of the SGM Request Date, of an SGM to be held no later than two (2) months from the SGM Request Date; or

(b) if those actions cannot be taken within the time stipulated, the request made by the Members for an SGM will lapse and be of no further force and effect.

(6) An SGM convened by the Members under **clause 24.2(2)** must be convened as nearly as is practicable in the same manner as General Meetings convened by the Board.

25. NOTICE OF GENERAL MEETING

25.1 At least twenty-one (21) days' notice of a General Meeting must be given to Members entitled to receive notice at the address appearing in the Register, setting out:

(a) the location, venue, date and time of the meeting;

(b) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and

(c) that no business other than that stated in the notice of General Meeting will be transacted at that meeting unless otherwise consented to by the Board at the meeting.

together with:

(d) the agenda for the meeting;

(e) proposed resolutions to be passed and explanatory notes as the Board considers appropriate;

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

(g) forms of authority in blank for proxy votes.

25.2 The auditor, Executive Officer and Directors will also be entitled to notice of every General Meeting, which will be sent to their last notified address. No other person (other than Members) is entitled as of right to receive notices of General Meetings.

25.3 Notice of every General Meeting must be given in the manner authorised in **clause 42**.

26. BUSINESS

26.1 In addition to any other business which may be transacted at an AGM, the business of the AGM will be:

(a) to confirm the minutes of the last preceding AGM and of any and all SGM's held since that AGM;

(b) to receive from the Board reports on the activities of the Company during the last preceding Financial Year, including a report on the finances of the Company;

(c) to elect the Directors;

(d) to receive and consider the statements which are required to be submitted to the Members pursuant to the Act;

(e) to appoint an auditor for the next Financial Year, if required under the Act; and

(f) to discuss any notices of motion submitted in accordance with **clause 27**

26.2 All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in **clause 26.1**, is special business.

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

27. NOTICES OF MOTION

27.1 Members entitled to vote at a General Meeting may submit notices of motion for inclusion as special business at a General Meeting.

27.2 All notices of motion must be submitted in writing, with explanations of and reasons for the items subject to the notice of motion, to the Secretary and to the Executive Officer not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

28. PROCEEDINGS AT GENERAL MEETINGS

28.1 Quorum

(1) For the purposes of the Act, each Member is taken to consent to the use of any technology which reliably permits each Member to contemporaneously communicate with every other Member, in accordance with **clause 32** for calling or holding a General Meeting.

(2) No item of business will be transacted at a General Meeting unless a quorum is present excluding any proxies, when the meeting is convened and continuing for the duration of the meeting. For the purposes of determining whether there is a quorum Members may either be:

(a) present in person at the place or places of the General Meeting as set out in the notice of General Meeting; or

(b) linked together by a means of communication as set out in **clause 32.1**.

(3) Subject to **clause 28.2(b)**, the quorum of any General Meeting is one hundred and twenty-five (125) Members.

(4) If within an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting is to stand adjourned to such day,time and place as the Board may specify, provided, if the Board does not so specify the meeting is adjourned to the same day in the following week at the same time and at the same place or, if this is not practical, to the same day in the following week and at a time and place as close as practicable to the time and place of the adjourned meeting.

(5) If a meeting is adjourned for more than one month a new notice of meeting for the adjourned meeting must be issued.

(6) If, at the meeting that has been adjourned under **clause 28.1(4)** a quorum is not present within an hour after the time appointed for the commencement of the adjourned meeting, the meeting is taken to be abandoned.

28.2 Chair to Preside

(1) The President will preside as chairperson at every General Meeting except:

(a) in relation to any election for which the President is a candidate; or

(b) where a conflict of interest exists.

(2) If the President is not present, the Senior Vice President is not present or the Junior Vice President is not present (if the Senior Vice President is not present), then a Director elected by the Members present and entitled to vote will, subject to the limitations in **clause 28.2(1)(a)** and **clause 28.2(1)(b)** preside as chairperson for that meeting only.

(3) If no chairperson is able to be appointed or willing to act in that capacity, the meeting will be deemed not to have a quorum.

28.3 Recording of General Meetings

A General Meeting may only be recorded in compliance with **clause 31**.

28.4 Adjournment of Meeting

(1) The chairperson may, with the consent of any meeting at which a quorum is present, and must, 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.

(2) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting will be given as in the case of an original meeting.

(3) Except as provided in **clause 28.4(2)** it will not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

28.5 Procedure at General Meetings

(1) Subject to this Constitution, Members have the power to determine any question before a General Meeting, except that the Board is not obliged to act on or implement a determination of Members where to do so would be contrary to Law or, in the Board's reasonable opinion, cause the Company to be or become Insolvent.

(2) Any question before a General Meeting, other than one relating to Disciplinary Matters, may be put by any Members or a Director, provided the motion is seconded by another Member.

(3) At any meeting a resolution put to the vote of the meeting will be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a:

(a) poll is demanded by the chairperson or any Member; or

(b) secret ballot is demanded by the chairperson or by not less than three (3) Members present in person.

(4) In the case of an equality of votes on a question at a General Meeting, the resolution is lost.

28.6 Recording of Determinations

Unless a poll is demanded under **clause 28.5(3)**, a declaration by the chairperson 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 proceedings of the Company, will beconclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution

28.7 Where Poll Demanded

(1) If a poll is duly demanded under **clause 28.5(3)** it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll will be the resolution of the meeting at which the poll was demanded.

(2) The result of a poll or secret ballot, including the number of votes cast, must be announced by the chairperson and recorded in the minutes of the meeting.

28.8 Procedural Irregularities

(1) No decision of the Company, the Board or any Board authorised entity will be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or any other irregularity in the procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of a failure to give proper notice of an irregularity in procedure.

(2) The Company, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision will be deemed to be valid fromthe time it was originally made.

28.9 Directions from Regulatory Authority

If it is found to be impossible or impractical for a required resolution to be adopted, the Board may act in accordance with any directions from ASIC or any relevant regulatory authority in relation to the matter.

28.10 Minutes of Meeting

The Secretary must, as soon as practicable after any General Meeting, prepare and send to each Director the draft minutes of the General Meeting.

28.11 Technology

In accordance with **clause 32**, General Meetings may be held, and resolutions passed, using technology.

29. VOTING AT GENERAL MEETINGS

29.1 Voting

Each Member of the Company has one (1) vote at a General Meeting.

30. PROXY VOTING

30.1 General

(1) Subject to **clause 30.2**, proxy voting is permitted at all General Meetings of the Company.

(2) The Board will from time to time approve a form of proxy and make that approved form available for use by Members.

(3) Each Member may hold no more than two (2) proxies. If a Member holds more than two (2) proxies, with each proxy given by another Member, then the first Member may exercise only a total of three (3) votes, being the Member's personal vote and one (1) vote for each of two (2) proxies.

(4) The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.

(5) Unless otherwise directed by the Member who granted the proxy, the Member appointed as a Proxy may exercise the proxy vote as they think fit.

(6) A proxy is invalid if:

(a) it purports to have effect at more than one (1) General Meeting;

(b) the Member who appointed a proxy is not entitled to vote; or

(c) more than one proxy is presented, purportedly from the same Member, and it is not possible or practicable to determine the proxy to be recognised in accordance with **clause 30.2**.

(7) On any question of the validity of a proxy, the decision of the chairperson of the General Meeting is final and binding.

30.2 Appointment of Proxy by Members

(1) A Member unable to attend a General Meeting may appoint another Member as the first Member's Proxy. Notice of that appointment must be given to the Secretary no less than 48 hours before the scheduled commencement of the General Meeting.

(2) No Member, entitled to vote, can exercise more than two (2) proxy votes at any one General Meeting.

(3) The notice of appointment of a Proxy must be:

(a) dated and signed by the Member appointing the Proxy; and

(b) identify the specific General Meeting for which the Proxy is appointed.

31. RECORDING OF MEETINGS

31.1 No audio or video recording of all or any part of:

(a) a Board meeting may be made without the unanimous consent of all the Directors present; or

(b) a General Meeting without a resolution approving the making of such a recording at that General Meeting being passed by the Members.

31.2 If any recording of a meeting is made:

(a) the Secretary must maintain possession of the recording;

(b) such recording is made solely for the purpose of minute taking of the recorded meeting;

(c) the recording must not be destroyed before ratification of the minutes of the recorded meeting; and

(d) the recording must be destroyed immediately after ratification of the minutes of the recorded meeting.

31.3 Any recording of a meeting remains the property of the Company at all times and, if the Secretary is no longer in office, they must return such recording and all copies to the President within fourteen (14) days of the date on which the person ceases to be the Secretary.

32. TECHNOLOGY

32.1 Multiple Locations

Any meeting held under this Constitution may be conducted in more than one place using any form of technology which reliably permits the participants to contemporaneously communicate with each other, including telephone, video, video capable telephones or other audio communication, or internet based audio-visual communication or other form of communication.

32.2 Identity

For any meetings held using technology, in the case of:

(a) Director's meetings, the chairperson; and

(b) General Meeting, the Chairperson, the Secretary or the Returning Officer,

can request proof of identity of any person participating in such a meeting and if proof of identity is not provided to their reasonable satisfaction, that person will be prohibited from participating in the meeting.

32.3 Quorum

(1) For the purposes of determining quorum for meetings being held using technology, each participant in the meeting is considered as being present and subject to any other rules for eligibility in this Constitution, may be counted for the purposes of establishing a quorum.

(2) The linking together by a means of technology of sufficient participants to constitute a quorum also constitutes a meeting and the provisions of this Constitution applying to such meeting applies as if all the participants are present together and are all to be taken as being present.

32.4 Place of Meeting

Any meeting held where one (1) or more of the participants is not physically present will be deemed to be held at the place specified in the notice of meeting provided that a participant is there present and if no participant is there present the meeting will be deemed to be held at the place where the chairperson of the meeting is located.

32.5 Technology Failure

(1) If a failure in communications prevents **clause 32.3** being satisfied and a quorum is unable to be or remain constituted, the meeting will be suspended until **clause 32.3** is satisfied and a quorum constituted, provided that if it is not satisfied within thirty (30) minutes from the communications failure the meeting will be deemed to have terminated or adjourned to such date and time, and to such venue or venues, as the chairperson (acting reasonably) determines.

(2) If a participant is unable to participate in a meeting due to a technology failure but the meeting still has the required quorum to proceed, the meeting may proceed in the usual course and that participant will be considered as absent from or as having left the meeting.

33. RECORDS AND ACCOUNTS

33.1 Records

The Company must establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Company in accordance with applicable law.

33.2 Records Kept in Accordance with Act

(1) Proper accounting and other records of the Company including books, minutes, documents and securities must be kept in accordance with the Act and otherwise kept in the care and control of the Executive Officer.

(2) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, financial records, accounts, books, securities or other relevant documents of the Company will be open for inspection by the Members. In making a determination under this clause the Board may take into account any relevant privacy or confidentiality legislation and requirements.

(3) Members wishing to inspect the Register or other records, books, registers and documents of the Company, made available for inspection by the Board in accordance with **clause 33.2(2)**, must bear their own costs in relation to accessing andinspecting such documents and records.

(4) The Company may not levy a fee for inspection and access to the Register and other records, books, registers and documents of the Company.

33.3 Withholding of Records

(1) Subject to the Act and applicable laws, the Board shall, in its sole discretion, withhold from inspection under **clause 33.2** or generally, those parts of the Company's records, books, registers and other documents that it considers ought to be withheld from inspection. Without limiting the Board's discretion in that regard, the Board may reach that decision because it considers that disclosure of the information contained in those records, books,registers and other documents may:

(a) be detrimental to the aims and Objects of the Company and/or theOrganisation;

(b) give an unfair advantage to a person or entity whose interests are in conflict with those of the Company or any other Organisation Entity;

(c) affect the commercial interests of the Company or one or more of its associated entities;

(d) result in the disclosure of the terms or conditions of employment of an employee of the Company;

(e) result in the disclosure of personal information, including but not limited to contact details of a Member;

(f) contravene a law applicable to the Company, including but not limited to the Privacy Act 1988 (Cth); or

(g) contravene an Order of a court or tribunal.

(2) For the avoidance of doubt, where the Board decides to withhold from inspection part of a document in its records, books, registers and other documents for any of the reasons

clause 33.3(1), the Board is deemed to have decided to withhold the entire document from inspection.

33.4 Company to Retain Records

The Company will retain records for seven (7) years after the completion of the transactions or operations to which they relate.

33.5 Board to Submit Accounts

The Board will submit to the Members at the AGM the audited financial statements of the Company in accordance with this Constitution and the Act.

33.6 Accounts Conclusive

The financial statements when submitted to an AGM shall be conclusive except as regards any error discovered in them within three months (3) after the AGM.

33.7 Accounts to be available to Members

The Executive Officer will ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the financial statements, the Board's report, the auditor's report and every other document required under the Act (if any).

33.8 Negotiable Instruments

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments,and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or employees ofthe Company or in such other manner as the Board determines.

33.9 Electronic Banking

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

34. AUDITOR

34.1 A properly qualified auditor or auditors will be appointed by the Company in General Meeting in accordance with the Act. The auditor's duties will be regulated in accordance with the Act and generally accepted principles, and/or any applicable code of conduct.

34.2 The auditor appointed under **clause 34.1** must:

(a) be in public practice;

(b) not be a Member; and

(c) not be closely related to a member of the Board.

34.3 The accounts of the Company will be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

34.4 Unless the auditor:

(a) resigns or otherwise notifies the Public Officer of their intention not to seek re-appointment as the auditor; or

(b) is removed as auditor in accordance with the Act,

any replacement of the auditor will be appointed in accordance with the Act.

34.5 If an auditor ceases to be the auditor of the Company:

(a) other than by removal of the auditor in General Meeting and there is no other surviving or continuing auditor, the Board must within one (1) month of the vacancy occurring appoint an auditor who will hold office until the next annual general meeting, unless the Company in General Meeting has filled the vacancy; or

(b) by removal in accordance with **clause 34.4** or otherwise by the Company in General Meeting and the Company fails to appoint a replacement auditor as required under s 327D of the Act, the Directors must within seven (7) days of that failure apply to ASIC to appoint an auditor in accordance with s 372E of theAct.

35. INCOME

35.1 Income and property of the Company will be:

(a) derived from such sources; and

(b) managed in such manner,

as the Board determines from time to time subject always to the Act and this Constitution.

35.2 The income and property of the Company must be applied solely towards the promotion of the Objects and the Additional Objects.

35.3 Except as prescribed in this Constitution or the Act:

(a) no portion of the income or property of the Company will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and

(b) no remuneration or other benefit in money or money's worth will be paid or given by the Company to any Member who holds any office of the Company.

35.4 Nothing in **clauses 35.2** or **35.3** will prevent payment to:

(a) any Member, in good faith, for:

(i) any services actually rendered to the Company whether as an employee, Director or otherwise;
(ii) goods supplied to the Company in the ordinary and usual course of the Company’s operations;
(iii) interest on money borrowed from any Member;
(iv) rent for premises demised or let by any Member to the Company; or
(v) any out-of-pocket expenses incurred by the Member on behalf of the Company;

provided that any such payment shall not exceed the amount that would be ordinarily payable between ordinary commercial parties dealing at arm’s length in a similar transaction; or

(b) a Director where the Members at a General Meeting have by Ordinary Resolution agreed to:

(i) pay an honorarium to specific Directors for the preceding year; or

(ii) a sum of money being allocated for remuneration of Directors for the following 12 months, which will be dispersed among Directors as determined by the Board.

35.5 All Committees, sections and/or groups within the Company are precluded from holding monies or accounts in the name of the Committee, section or in any other group or an individual's name on behalf of the Committee, section and/or group. All such funds, receipts and expenses must be passed to the Company and recorded in the Company's books of account.

36. INSURANCE

36.1 The Company will effect and maintain insurance as required by the Act and may do so,in whole or in part, by being covered by insurance policies obtained by the Company or by the National Association.

36.2 In addition to the insurance required under **clause 36.1**, the Company may effect and maintain such other insurance as the Board deems fit, necessary or appropriate.

37. WINDING UP AND RESIGNING FROM STATE ASSOCIATION

37.1 The Company may, by Extraordinary Special Resolution:

(a) decide to dissolve the Company; or

(b) decide to resign as or otherwise cease to be a Member Branch of the State Association.

38. DISTRIBUTION OF PROPERTY ON WINDING UP

38.1 Surplus Assets of the Company

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

(a) the State Association or the National Association, to be held in trust for a period of ten (10) years;

(b) to any other Organisation Entity to be determined by a Special Resolution at a general meeting of the Company at the time of its dissolution.

(c) to some other institution or institutions, having aims, objects and purposes similar to those of the Company, to be determined by a Special Resolution at a General Meeting of the Company at the time of its dissolution if no other part of the Organisation exists at the time of the Company's dissolution; and

(d) to any other not for profit sporting organisation, to be determined by a Special Resolution at a General Meeting of the Company at the time of its dissolution, if neither the Organisation nor any other not for profit organisation with similar aims, objects and purposes of the Company exists at the time of the Company's dissolution.

38.2 Jurisdiction of the Supreme Court

In the event that it became impractical to implement the distribution of the surplus assets of the Company in accordance with **clause 38.1** above, the distribution of surplus assets of the

Company is to be determined by the Supreme Court of New South Wales or any other court as may have or acquire jurisdiction in the matter.

38.3 Distribution of Assets to Members Prohibited

Nothing in this Constitution, including but not limited to this **clause 38.3**, permits the payment or distribution of the surplus assets of the Company on dissolution to the Members.

38.4 Deductible Gift Recipient Revocation

Notwithstanding the preceding sub-clauses of this **clause 38.4**, if the Company has deductible gift recipient status and if it is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), provided the recipient is charitable at law and has deductible gift recipient status, any surplus of the following assets will be transferred in accordance with **clause 38.1**:

(a) gifts of money or property for achieving the Objects of the Company;

(b) contributions made in relation to an eligible fundraising event held for achieving the Objects of the Company; and

(c) money received by the Company because of such gifts and contributions.

39. ALTERATION OF CONSTITUTION

39.1 Subject to **clause 39.2**, this Constitution cannot be altered except by Special Resolution of the Members.

39.2 Any provisions of the Constitution that relate to the following matters may only be altered, rescinded or added to by an Extraordinary Special Resolution of the Members in General Meeting:

(a) changing the Company's name;

(b) changing the Company's aims, objects and purposes; and

(c) amalgamating with another entity.

39.3 If required by the Act or other applicable law, as a condition of any amendments being effective, the Company will lodge the Constitution as amended with the relevant government agency or body, otherwise amendments which have been passed will be effective on the close of the relevant General Meeting.

40. REGULATIONS

40.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and the advancement of the Sport in New South Wales. Such Regulations must be consistent with the Constitution, the Act and any policy directives of the Board.

40.2 Regulations Binding

All Regulations are binding on the Company and all Members.

40.3 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations will be advised to Members by such means as are determined and approved by the Board from time to time and prepared and issued by the Executive Officer.

41. STATUS AND COMPLIANCE OF COMPANY

41.1 Not For Profit Status

(1) Nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Company to act other than in accordance with the Act and the maintenance of its not-for-profit status.

(2) If the Company is a deductible gift recipient for the purposes of the Tax Acts, nothing in this Constitution may be applied, implemented, interpreted, construed or otherwise to enable the Company to act other than in accordance with those applicable Tax Acts and in maintenance of its deductible gift recipient status.

41.2 Compliance of Company

The Members acknowledge and agree the Company will:

(a) be or remain incorporated in New South Wales;

(b) apply its property in pursuit of the Objects, the Additional Objects and the Sport;

(c) do what is reasonably necessary to enable the Objects and the Additional Objects to be achieved;

(d) act in good faith and loyalty to ensure the maintenance and enhancement of the Sport and its standards, quality and reputation for the benefit of the Members and the Sport; and

(e) act in the interests of the Members and the Sport.

41.3 Operation of Constitution

The Company and the Members agree:

(a) that they are bound by this Constitution;

(b) to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;

(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and enhancement;

(d) to act in the interests of the Sport and the Members;

(e) only use the Intellectual Property in accordance with the rules and policies set down by the Board from time to time; and

(f) that should a Member Branch or Affiliate Club have governance, administrative, operational or financial difficulties the Board may act (but is not obliged) to assist the Member Branch or Affiliate Club in whatever manner the Board considers appropriate provided it is in accordance with the law and this Constitution.

42. NOTICES

42.1 Notices may be given by the Company to any person entitled under this Constitution to receive any notice by sending the notice by:

(a) pre-paid post; or

(b) electronic mail;

(c) to the Member's registered or last known address or facsimile number or electronic mail address; or

(d) prominently posting the notice on the Company's website.

42.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected four (4) days after posting.

42.3 Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

42.4 Where a notice is sent by electronic mail or by posting the notice on the Company's website, service of the notice will be deemed to be effected one hour after posting or sending, unless a delivery failure or delay notice is received by the sender, in which case it will be deemed delivered one hour after resending or one hour after receipt of the delay notice, provided no final delivery failure notice is received.

42.5 Notwithstanding anything else in this **clause 42**, any notice sent after 5:00pm on a Business Day is deemed to have been sent the following Business Day.

43. INDEMNITY

43.1 Every Director, officer and employee of the Company will be indemnified out of the property and assets of the Company against any liability incurred by them in their capacity as Director, officer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

43.2 The Company will indemnify its Directors, officers and employees against all damages and losses (including legal costs) for which any such Director, officer or employee maybe or become liable to any third party in consequence of any act or omission except wilful misconduct:

(a) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Company; and

(b) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Company.

44. INTELLECTUAL PROPERTY

44.1 The use of the name "Sporting Shooters Association of Australia" or the words "Sporting Shooters", when used together with the badge, badge design, logos and trademarks commonly used or owned by the Organisation, are the preserve and/or property of the National Association and use of such bythe Company is conditional on the Company observing the Objects and purposes of the Company and on being an Organisation Entity.

45. TRANSITION

45.1 Definitions

In this **clause 45**:

Existing Board means the Board elected in accordance with the Previous Constitution of the Company

Previous Constitution means the constitution adopted under the IA Act which was the governing document for the Company in its Previous Form immediately prior to the approval of this Constitution by the members and the submission of the Company's application to convert to a CLG.

Previous Form means the Sporting Shooters Association of Australia (New South Wales) Inc. registration # Y1460144, incorporated under the IA Act.

45.2 Performing Existing Contracts

Any contract executed by the Company in its Previous Form isbinding on the Company and the Company will perform all such contracts in accordance with the applicable laws.

45.3 Office Holders

(1) The Board, comprising the Executive and ordinary Directors (former ordinary committee members) in office immediately prior to approval of this Constitution and the submission of the Company's application to convert to a CLG under the Act will continue in those positions and remain in office until the first AGM of the Company held in accordance with this Constitution and in accordance with the Act.

(2) The composition or powers of any Committee formed under the Previous Form will, to the extent required for the operation of the Company in accordance with this Constitution, continue upon the conversion of the Previous Form to a CLG in accordance with their terms of creation and reference.

45.4 Membership

On approval of this Constitution and conversion from the Previous Form to the Company, each Member's membership of the Previous Form will transition to the Company and is unaffected, except that all Members will automatically become Members of the Company in the class of Membership analogous to their membership of the Previous Form.

Schedule 1 | BOARD AND OFFICER CODE OF CONDUCT

In this Code of Conduct, an "Officer" means a Director, the Secretary, the Executive Officer and any person whose role meets the description in s 9AD of the Corporations Act, 2001 (Commonwealth).

1. An Officer must act honestly, in good faith and in the best interests of the Company as a whole.

2. An Officer must use all reasonable care and diligence in performing the functions of their office and exercising the powers attached to their office, whether acting individually or acting as a member of the Board.

3. An Officer must only use the powers granted to their office for a proper purpose, in the best interests of the Company as a whole.

4. An Officer must recognise that their primary responsibility is to ensure that the Company acts to achieve its aims, objects and purposes. An Officer must have regard to their responsibility toe the Company as a whole and, where appropriate, to the members, as they act in accordance with this **clause 4**.

5. An Officer must not make improper use of information that they acquire in performing their role.

6. An Officer must not take improper advantage of their position in the Company.

7. An Officer must not allow personal interests, or the interests of any associated person or entity (including a Member Branch to which the Officer belongs), to conflict with the interests of the Company and, where such a conflict does arise, the Officer must properly manage any such conflict.

8. An Officer has an obligation to exercise independent judgment and takeindependent actions and to take all reasonable steps to satisfy himself or herself as to the soundness of all decisions taken by the Board.

9. Confidential information received by an Officer in the course of the exercise of their duties remains the property of the Company and it is improper to disclose it, or allow it to be disclosed, to any third party (including a Member) unless that disclosure has been authorised by the Board or is required bylaw.

10. An Officer should not engage in conduct likely to bring discredit upon the Company or that is prejudicial to the aims, objects and purposes of the Company.

11. An Officer has an obligation, at all times, to comply with the spirit, as well as the letter of the law and with the principles of this Code of Conduct.

12. An Officer must comply with the Constitution of the Company.

Schedule 2 | MEMBER CODE OF CONDUCT

This Code of Conduct identifies the standards of behaviour expected of members of the Company who use the Company's Sydney Shooting ranges. This Code also identifies the Company's expectations concerning the behaviour of Members, and prescribes the safety protocols that regulate the conduct of our ranges.

Any breach of this Code may result in disciplinary action being taken against a Member in accordance with the Constitution of the Company.

1. Safety Protocols for the Company's Sydney Shooting Ranges

- **All members must follow the Company's safety rules and procedures, as notified from time to time by the Company to Members, while on the Company's Sydney ranges.**
- **Members must comply with all directions given by Range Officers. The Range Officers' decisions regarding safety are final.**
- **Always handle firearms safely and responsibly, following range-specific safety rules to prevent accidents.**
- **Appropriate safety gear, including ear and eye protection, must be worn at all times while on the range.**
- **Be aware of and adhere to the specific safety protocols for each range, as they may vary.**
- Members are required to familiarise themselves with and abide by all range rules and regulations set forth by the Company and any regulations set out in the Firearms Regulations 2017. These rules typically cover permissible firearms, ammunition types, shooting distances, calibre limits and range-specific procedures.
- **Members should immediately report to a Range Officer any unsafe conditions or any unsafe behaviours by any other members using a Company shooting range.**

2. Member Behaviour and personal conduct

All members are expected to conduct themselves in a manner that reflects positively on the SSAA Sydney Branch. The Company behaviours that it expects of its member to act is described below:

- **Respect for Others**: Show respect towards fellow members, range staff, and visitors at all times.
- **Responsibility**: Accept responsibility for your own actions and behaviour.
- **Appropriate Language and Behaviour**: Refrain from using language or engaging in behaviour that could offend, endanger, or damage the reputation of the Company.
- **Zero Tolerance for Abuse and Violence**: Violence or threatening behaviour will not be tolerated. Refrain from any form of personal abuse, whether verbal or physical, towards Company employees (including Range Officers) and fellow members and visitors. This includes verbal, physical and emotional abuse.
- **Zero Tolerance for Discrimination and Harassment**: Discrimination and harassment of any kind will not be tolerated whether it be in person, online or by any other means. This includes, but is not limited to:

    - Age.
    - Marital Status.
    - Political Belief/Activity.
    - Race.
    - Gender.
    - Bullying and Humiliation.
    - **Inappropriate Jokes**: Practical jokes or other jokes that cause embarrassment or endanger the safety of others are prohibited.

- **No abusive or threatening speech**: Abusive or threatening speech or writing that expresses prejudice on the basis of ethnicity, religion, sexual orientation, or similar grounds.

3. **Alcohol and Drugs**:

The use of alcohol or drugs that impair judgment or coordination is strictly prohibited at the Company's Sydney ranges. Members are expected to refrain from any activities involving firearms if they are under the influence of alcohol or drugs.

4. **Environmental Responsibility**:

Members should respect the natural environment within and surrounding the Company's Sydney ranges. This respect includes proper disposal of waste, conservation efforts, and adherence to any environmental guidelines set by the Company.

5. **Compliance with Laws**:

Members must comply with all applicable local, State, and Federal laws regarding firearms possession, use, and transport while participating in Company activities.

6. **Reporting Violations**:

Members are encouraged to report any safety violations, concerns, or incidents promptly to Range Officers or to other Company officials.

7. **Training and Education**:

Continuing education and improvement in firearms safety and skills through training and education is encouraged for members. This may include participating in safety courses, workshops, or certification programs.

8. **Consequences of Violations**:

The Company reserves the right to take any action necessary against a member who does not adhere to this Code of Conduct. That action may include but is not limited to warnings, range bans and suspensions and may include expulsion as a member of the Company, depending on the severity of the infraction. SSAA Sydney Branch will take disciplinary action as set out in its constitution.

Schedule 3 | NOMINATION FORM FOR BOARD POSITION

NOMINATION FOR BOARD POSITION

Candidate Name	
Membership Type	
Candidate Membership Number	Expiry ..... / ..... / .....
Board Position (i.e., position nominating for)	
Proposer (Name and Membership No.)	
Seconder (Name and Membership No.)	
Nomination Date	
Restrictions under **clause 13.4***	

Proposing of Nomination

I hereby propose the Candidate's nomination for election to the Board Position identified above.

Signed: _____ Position: _____
(Signature) (e.g., Branch President)

Membership Number: _____ Expiry ..... / ..... / .....

Seconding of Nomination

I confirm the Candidate's nomination for the Board Position is being seconded by the Seconder.

Signed: _____ Position: _____
(Signature) (e.g., Branch President)

Membership Number: _____ Expiry ..... / ..... / .....

Statement by Candidate

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

(a) declare I:

(i) am a current Member;

(ii) have not been convicted of an offence under the Act, the Firearms Laws or an indictable offence that renders me ineligible to apply for and/or obtain a firearms licence in New South Wales, irrespective that I may be a holder of a firearms licence;

(iii) am not an undischarged bankrupt under the Bankruptcy Act 1966 (Cth);

(iv) am not an employee of the Company or any other entity within the Organisation;

(v) am not in Bad Financial Standing;

(vi) have not brought court proceedings against the Company or any other Organisation Entity which are currently unresolved in court;

(vii) am not a Disciplined Member;

(viii) have included* any of the following restrictions listed in **clause 13.4** that apply where I:

(A) am an employee of, or hold an executive, committee or other office with one or more other Shooting Organisations;

(B) hold any office or have an interest in any organisation or group that may conflict or compete with or oppose the aims, objects or purposes of the Company;

(C) hold elected public office at Federal, State or Local government level;

(D) am engaged in or have interests in the firearms or allied trades, whether directly or indirectly, except where its engagement or interests does not receive an income or makes profit from that interest excluding receiving an honorarium as a result of holding a position on the Board or on the Board of the National Association or any State Association or Territory Association; or

(E) am employed by, or appointed to, any governmental or non-governmental body directly involved in the regulation of firearms in Australia or the State or Territories except where the engagement or interests are solely for the benefit of the Company in order for the Company to achieve its Objectives; and

(b) submit the attached statement in support of my Nomination, and include my CV, together with details of my qualifications, experience, training to serve as a director of a company limited by guarantee and the contributions that I expect to make if elected as a director of the Company:

Signed: _____ Date: _____
(Candidate)

Schedule 4 | PROXY FORM

PROXY FOR MEMBER BRANCH AT GENERAL MEETING

Member Name	
Member Address	
Date of General Meeting	
Specific resolutions to vote for:	
Specific resolutions to vote against:	

Appointment of Proxy

I _____ of _____ herby appoint the Chairperson _____of _____ to act as proxy of the Member Branch at the above General Meeting or adjourned General Meeting of the Company to be held on the date specified above.

My proxy is authorised to vote on resolutions at the specified meeting as he or she sees fit, subject to any specific instructions specified above.

The proxy is *transferable/*non-transferable (delete as appropriate) at the absolute discretion of my proxy.

Signed: _____
(Signature)

Date: _____ Time: _____

Schedule 5 | INTERNAL DISPUTES AND INTERNAL DISPUTE RESOLUTION PROCEDURES

S5.1 The dispute resolution procedure in this Schedule 5 applies to disputes and disagreements under this constitution between a member or director and:

(a) one or more members

(b) one or more directors, or

(c) the **company**.

S5.2 A member must not commence legal proceedings in relation to a matter which is the subject of a disciplinary procedure under this Schedule 5 until the disciplinary procedure is completed.

S5.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within any other timeframe agreed in writing by those involved.

S5.4 If those involved in the dispute do not resolve it under **clause S5.3**, they must within 10 days (or within a timeframe agreed in writing by those involved):

(a) tell the directors about the dispute in writing;

(b) agree or request that a mediator be appointed; and

(c) attempt in good faith to settle the dispute by mediation.

S5.5 The mediator appointed in accordance with **clause S5.4** of this Schedule must:

(a) be chosen by agreement of the parties to the dispute, or

(b) if the parties cannot agree on the mediator to be appointed:

(i) for disputes between members, be chosen by the directors; and

(ii) for other disputes, the mediator will be chosen by the President of the Law Society of New South Wales at the request of the Secretary, acting on behalf of the directors.

S5.6 A mediator chosen by the directors under **clause S5.5(b)(i)**:

(a) may be a member or former member of the Company; and

(b) must not have a personal interest in the dispute.

S5.7 When conducting the mediation, the mediator must:

(a) allow those involved a reasonable chance to be heard;

(b) allow those involved a reasonable chance to review any written statements;

(c) ensure that the mediation is conducted in a manner free from bias; and

(d) not make a decision on the dispute but endeavour to assist the parties to the dispute to resolve it.

Disciplining members

Resolution by Agreement

S6.1 At any time before the Company Disciplinary Panel makes a determination under **clause S6.22** below, the Company Disciplinary Panel may give effect to any written and signed agreement between the Board and the Individual Member who is the subject of a referral to the Company Disciplinary Panel (referred to as the **Respondent** in this Schedule 6) in which:

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

(b) the Respondent consents to one (1) of the disciplinary outcomes stated in **subclause S6.22** below;

(c) consideration of the Respondent's admission and consent under **sub-paragraphs S6.1(a)** and **S6.1(b)** above, results in the Board agreeing not to proceed with the hearing under this Schedule 6,

and provided that the Company Disciplinary Panel is satisfied that any agreement referred to in this **clause S6.1** is freely entered into by the Respondent, any determination by the Company Disciplinary Panel to give effect to such an agreement has the same force and effect as it would if the determination was made under **clause S6.22** below, except that the determination is not subject to appeal under **clauses S6.37** to **S6.43** below.

Procedure of the Company Disciplinary Panel

S6.2 If a Company Disciplinary Panel has been established by the Board in accordance with **clause 11.5** of this Constitution, then that Panel is the body within the Company responsible to hear and determine a matter referred to it by the Board for disciplinary action to be taken against an Individual Member.

S6.3 The Board is to provide the Branch Disciplinary Panel with a copy of all relevant correspondence, reports, documents and information sent to and received by the Respondent and written submissions by the Board with particulars of the allegations and/or complaints against the Respondent (together the "**Documents**").

S6.4 Within fourteen (14) days of the Branch Disciplinary Panel being provided with the Documents, the chairperson of the Company Disciplinary Panel is to cause to have sent to the Respondent the Documents with a notice of the hearing to take place no less than one (1) month and no more than two (2) months from the date of the notice with the Documents.

S6.5 In addition to the Documents, the notice referred to in **subclause S6.5** above must include the following information:

(a) the date, time and place of the hearing before the Company Disciplinary Panel;

(b) the three (3) members of the Company Disciplinary Panel that are to hear the matter, with the explicit notice that this may be subject to change at the hearing if one (1) or more of the designated members become unavailable;

(c) a statement that the Respondent has the right to appear at the hearing to defend the allegations and/or complaints and can make verbal and/or written submissions at the hearing;

(d) a statement that the Board and/or Respondent may arrange for witnesses to attend the hearing in support of their position (or to provide duly made statutory declarations for witnesses who are unable to attend);

(e) a statement that the Respondent may arrange, at their own cost, to have legal representation at the hearing;

(f) if the Respondent is a Junior Member, a statement that they must be represented by a parent or guardian; and

(g) a statement that the Respondent may be suspended or expelled from the membership of the Company.

S6.6 The quorum for a meeting of the Company Disciplinary Panel, to hear and determine a matter referred to the Panel by the Board, is three (3) members of the Panel.

S6.7 The place of the hearing must be within twenty kilometres (20 km) of the venue of the immediately preceding annual general meeting;

S6.8 Where deemed appropriate by the Company Disciplinary Panel, complaints brought against more than one (1) Respondent in relation to the same or similar allegations and/or complaints may be heard together.

S6.9 If the Board believes the Documents contain incorrect or insufficient information, the Board must contact the chairperson of the Company Disciplinary Panel as soon as possible so that the Respondent and the Company Disciplinary Panel can be properly informed.

S6.10 Where deemed appropriate by the Company Disciplinary Panel, an audio or visual recording of a hearing may be made and, if any such recording is made, such recording and any transcript or notes derived from it form part of the Documents.

Exclusion of Certain Members of the Company Disciplinary Panel

S6.11 No member of the Company Disciplinary Panel with a direct involvement in the subject matter of the allegations and/or complaints against the Respondent may participate in the hearing concerning the Respondent.

S6.12 Any member of the Company Disciplinary Panel who has any actual or reasonably perceived conflict of interest or bias regarding the matter must declare his or her interest and decline to participate in dealing with the matter.

Attendance at a Hearing

S6.13 The following people will be allowed to attend the hearing:

(a) the members of the Company Disciplinary Panel;

(b) the Respondent;

(c) members of the Board;

(d) any legal representative engaged by the Board;

(e) any legal representative engaged by the Respondent at the Respondent's own cost;

(f) any legal representative appointed by the Company Disciplinary Panel to assist in the conduct of the proceedings;

(g) any witnesses called by the Board or the Respondent;

(h) any parent or guardian or support person required to support the Respondent, who is a Junior Member.

S6.14 If the Company Disciplinary Panel considers at any time during the hearing that there is any unreasonable, inappropriate or intimidating behaviour from anyone, the chairperson may stop further involvement of that person in the hearing and may require that person to leave the hearing.

Evidence Before the Company Disciplinary Board

S6.15 The Company Disciplinary Panel may:

(a) consider any evidence, and in any form, that it deems relevant;

(b) question any person giving evidence;

(c) allow the Board and the Respondent to question each other's witnesses;

(d) limit the number of witnesses presented to those who provide any new evidence;

(e) require the attendance of any witness it deems relevant;

(f) receive the assistance of a legal representative who is familiar with the provisions of this Constitution and, in particular, the procedure set out in this Schedule 6; and

(g) act in an inquisitorial manner in order to establish the truth of the matter before it.

Confidentiality

S6.16 The Board, the Respondent and the Company Disciplinary Panel must keep the Documents and any oral or written submissions made to the Company Disciplinary Panel confidential and not disclose any information contained in them except where such disclosure is required by law, in proceedings before the State Disciplinary Panel, or if the information is already in the public domain.

S6.17 The Board, the Respondent and the Company Disciplinary Panel must keep any determination of the Company Disciplinary Panel confidential, including its reasons for the determination, until:

(a) the time for one (1) of the parties to lodge an appeal to the State Disciplinary Panel has expired; and

(b) if an appeal is lodged, the conclusion of the proceedings before the State Disciplinary Panel.

Non-Appearance of the Respondent

S6.18 If the Respondent is not present within fifteen (15) minutes of the set hearing time and the chairperson of the Company Disciplinary Panel considers that no justified reason has been presented for their absence, the hearing will continue, subject to the Company Disciplinary Panel being satisfied that all requirements with respect to notifying the Respondent under **clauses S6.4** and **S6.5** have been met.

S6.19 If the chairperson of the Company Disciplinary Panel considers that a valid reason for the

non-attendance of the Respondent has been presented or the chairperson does not believe the notification requirements under **clauses S6.4** and **S6.5** have been met, then the hearing will be rescheduled to a later date that is no more than fourteen (14) days from the original date of that hearing.

Determination by the Company Disciplinary Panel

S6.20 No less than three (3) members of the Company Disciplinary Panel must conduct any given hearing.

S6.21 After all of the evidence has been presented, the Company Disciplinary Panel will, in private and within fourteen (14) days of the hearing, make its decision on whether the allegations and/or complaints made against the Respondent has been substantiated on the balance of probabilities (i.e. more probable than not), or if the complaint ought to be dismissed.

S6.22 Disciplinary measures imposed by the Company Disciplinary Panel, in the event that the complaint is upheld, must be reasonable and proportionate having regard to the Respondent's conduct and to the circumstances in which that conduct occurred, and may involve:

(a) a written reprimand or warning;

(b) suspension from the membership of the Company for a period from one (1) month to two (2) years; or

(c) expulsion from the membership of the Company.

S6.23 All decisions of the Company Disciplinary Panel will be by majority vote.

S6.24 In the event of an equality of votes, the chairperson does not have a casting vote and the Company Disciplinary Panel is to determine the matter in favour of the Respondent and dismiss the complaint.

S6.25 The Company Disciplinary Panel is not to disclose or otherwise release to the parties or the public, the individual votes of the members of the Company Disciplinary Panel.

S6.26 Within seven (7) days of the determination by the Company Disciplinary Panel, the chairperson will:

(a) provide the Board with a copy of the decision of the Company Disciplinary Panel, including any disciplinary measures imposed on the Respondent; and

(b) cause to have sent to the Respondent a letter confirming the decision and any disciplinary measures imposed and outline the process and grounds for an appeal under **clause S6.37** below.

S6.27 The Company Disciplinary Panel must provide written reasons for its decision, within fourteen (14) days from the date of the hearing.

Termination of Process Before the Company Disciplinary Panel

S6.28 The Company Disciplinary Panel must terminate the disciplinary process against a Respondent in relation to a complaint where:

(a) the Board withdraws the referral;

(b) the Respondent dies; or

(c) the Respondent is no longer eligible to be an Individual Member of the Company

in accordance with the relevant criteria applicable to their category of membership under part 6 of the Constitution.

S6.29 The Company Disciplinary Panel must suspend, but not terminate, the disciplinary process permanently against a Respondent in relation to a complaint where the Respondent gives notice of their resignation from the membership of the Company in accordance with **clause 10.5** of the Constitution. The Company Disciplinary Panel must then give notice to the Board of such suspension within fourteen (14) days.

Effect of Suspension of an Individual Member

S6.30 If an Individual Member is suspended by decision of the Company Disciplinary Panel or the State Disciplinary Panel, and the decision is upheld by the State Disciplinary Panel if an appeal is heard, that Individual Member may not exercise any right, benefit or entitlement otherwise available to an Individual Member and is not to be considered an Individual Member of the Company for the purposes of this Constitution during the term of their suspension from membership.

S6.31 The Individual Member will be automatically reinstated as an Individual Member on expiry of the suspension, subject to the payment of the Prescribed Subscription and the Individual Member being eligible to be an Individual Member of their category.

S6.32 The Board is to advise the NSW Association and the National Association within fourteen (14) days of the suspension and reinstatement of the membership of an Individual Member.

Effect of Expulsion of an Individual Member

S6.33 If an Individual Member is expelled by decision of the Company Disciplinary Panel or the State Disciplinary Panel, and the decision is upheld by the State Disciplinary Panel if an appeal is held, the person ceases to be an Individual Member immediately.

S6.34 The Board is to advise the NSW Association and the National Association within fourteen (14) days of the expulsion of an Individual Member.

S6.35 A person expelled from the membership of the Company may apply for readmission to the membership of the Company or any other Member Company if and only if:

(a) five (5) years have passed since the expulsion;

(b) the Board has consented in writing to the readmission of the person to the membership of the Company and has communicated such consent to the NSW Association and the National Association; and

(c) the Board has consented in writing to the readmission of the person to the membership of the Company and has communicated such consent to the Board and the National Association.

Costs

S6.36 Any cost or expense, including but not limited to legal costs and expenses, incurred by any party to, or observer in, any matter before the Company Disciplinary Panel are to be borne by the party or observer without recourse to the Company or any other entity in the Organisation.

Appeals Procedure

S6.37 The Board or the Respondent participating in a hearing before the Company Disciplinary Panel, if not satisfied with the decision of the Company Disciplinary Panel, may lodge one (1) appeal to the State Disciplinary Panel but only on one (1) or more of the following bases:

(a) that the Board or the Respondent has been denied natural justice or procedural fairness;

(b) that the suspension or expulsion imposed on the Respondent is unjust or unreasonable; or

(c) that the decision cannot be reasonably supported by the Documents and/or the evidence.

S6.38 The /board or the Respondent wanting to lodge an appeal to the State Association in accordance with **clause S6.37** must cause to have sent a letter setting out the basis for their appeal (the "**Appeal Letter**"), within fourteen (14) days of the written notification of the Company Disciplinary Panel, to:

(a) the Executive Director or Secretary of the NSW Association;

(b) the Company Disciplinary Panel;

(c) in the case of an appeal by the Board, the Respondent; and

(d) in the case of an appeal by the Respondent, the Board.

S6.39 The Appeal Letter must enclose the written decision and the reasons given by the Company Disciplinary Panel.

S6.40 Within seven (7) days of receipt of an Appeal Letter, the Company Disciplinary Panel must send to the Board by registered post:

(a) a copy of the Documents;

(b) a copy of all written submissions given by the Board, the Respondent and any third party at the hearing of the Company Disciplinary Panel;

(c) a copy of the letter to the Board containing its decision;

(d) a copy of the letter to the Respondent containing its decision; and

(e) a copy of the reasons given.

S6.41 The procedure for the determination of the appeal by the State Disciplinary Panel is as set out in Part 34 of the State Constitution.

S6.42 During the appeal, an Individual Member suspended or expelled by decision of the Company Disciplinary Panel remains suspended or expelled unless and until such suspension or expulsion is reversed.

S6.43 The decision of the State Disciplinary Panel is final and binding.

Indemnity for the Company Disciplinary Panel

S6.44 To the extent that there is no insurance coverage, every member of the Company Disciplinary Panel is indemnified out of the funds of the Company against any liability incurred in the proper discharge of any duty or function undertaken on behalf of the Company and in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the member or in which the member is acquitted.

S6.45 No member of the Company Disciplinary Panel is responsible for:

(a) any other member of the Company Disciplinary Panel;

(b) for any member of the Company Disciplinary Panel by the insufficiency or deficiency of value of, or title to any property or security acquired or taken on behalf of the Company; or

(c) anything done in the execution of their duties of their offices or in relation thereto, or otherwise than their own wilful or reckless act or default.

Binding Effect on Disciplinary Mechanisms

S6.46 Without limiting the effect of any of the other provisions of this Constitution or the State Constitution, the Board must:

(a) give full force and effect to any determination made by the Company Disciplinary Panel or the State Disciplinary Panel; and

~~(b)~~ take all reasonable and necessary steps to implement any such determination, including but not limited to relevant notifications to the NSW Association and the National Association for the amendment of the Register and/or any other relevant membership registers.