

**AUSTRALIAN CLAY TARGET  
ASSOCIATION INCORPORATED**

**STATEMENT OF PURPOSES  
AND RULES**

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**ASSOCIATIONS INCORPORATION ACT 1981 (VIC)****STATEMENT OF PURPOSES**

of

**AUSTRALIAN CLAY TARGET ASSOCIATION INCORPORATED****1. NAME OF ASSOCIATION**

The name of the association is Australian Clay Target Association Incorporated ("**Association**").

**2. OBJECTS OF ASSOCIATION**

The Association is the peak body for the administration of clay target shooting in Australia. The objects for which the Association is established and maintained are to:

- (a) create a single uniform entity in Australia through and by which recreational and competitive clay target shooting can be encouraged, conducted, promoted and administered;
- (b) provide for the encouragement, conduct, promotion and administration of clay target shooting through and by the Member States or Territories and Clubs for the mutual and collective benefit of Members and clay target shooting;
- (c) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and clay target shooting, its standards, quality and reputation for the collective and mutual benefit of the Members and clay target shooting;
- (d) at all times operate with, and promote, mutual trust and confidence between, the Association and the Members in pursuit of these objects;
- (e) at all times act on behalf of and in the interests of the Members and clay target shooting;
- (f) promote the economic and sporting success, strength and stability of the Association and each Member State, Territory or Club and to act independently with each Member State, Territory or Club in pursuit of these objects;
- (g) affiliate and otherwise liaise with the peak national and international body or bodies, or other strategically aligned bodies, in the pursuit of these objects;
- (h) promote, encourage and arrange club interstate, national and international clay target shooting championships, competitions, tournaments and matches events, exhibitions and displays either alone or jointly with any association, club, authority, company and regulate the same under the appropriate rules and regulations;
- (i) conduct or commission research and development for improvements in the sport of clay target shooting;
- (j) apply the property and capacity of the Association towards the fulfilment and achievement of these objects;
- (k) use and protect the Association's Intellectual Property;

- (l) promote the importance of clay target shooting standards, techniques, awards and education to bodies involved in clay target shooting;
- (m) strive for and maintain government, commercial and public recognition of the Association as the authority on clay target shooting in Australia;
- (n) promulgate, and secure uniformity in such rules as may be necessary for the management and control of clay target shooting and related activities;
- (o) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the objects of the Association;
- (p) maintain and extend the operations and activities of the Association throughout Australia and elsewhere;
- (q) ensure that environmental considerations are taken into account in all clay target shooting and related activities conducted by the Association;
- (r) promote the health and safety of Members;
- (s) where empowered herein and in the Rules, act as arbiter on all matters pertaining to the conduct of clay target shooting in Australia, including disciplinary matters;
- (t) formulate or adopt and implement appropriate policies, including in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in clay target shooting;
- (u) have regard to the public interest in its operations;
- (v) encourage and promote performance-enhancing drug free competition;
- (w) give, and where appropriate, seek recognition for Members to obtain awards or public recognition in fields of endeavour other than clay target shooting;
- (x) seek and obtain improved Association facilities for the enjoyment of clay target shooting;
- (y) do all that is reasonably necessary to enable these objects to be achieved and to enable the Members to receive the benefits which these objects are intended to achieve; and
- (z) undertake, and or do, all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

### **3. POWERS OF ASSOCIATION**

Solely for furthering the objects set out above, and in addition to the rights, powers and privileges provided under the Principal Act, the Association has power to:

- (a) purchase, take on lease or in exchange or otherwise acquire any real or personal estate which may be deemed necessary or convenient for any of the objects of the Association and to sell, manage, lease, mortgage, give in exchange, dispose of or otherwise deal with any part of the rights or property of the Association, whether subject to any charges or encumbrances or not and to erect, replace, maintain, reconstruct, adapt and furnish any offices or other buildings thereon and to sell, let, alienate, mortgage, charge or deal with all or any such lands, tenements or hereditaments or any part of them;

- (b) construct, maintain and alter any houses, buildings, grounds, courses, conveniences or works necessary or convenient for the purposes of, or which seem likely to advance, the Association;
- (c) borrow and raise money in such manner as the Association may think fit, including on bonds or mortgage or other security of any property held for or on behalf of the Association or without any such security;
- (d) take, or otherwise acquire and hold shares, debentures or other securities of any company or body corporate;
- (e) take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any part of the Association's property sold, or any money due to the Association from any purchasers or others;
- (f) draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable and transferable instruments;
- (g) receive money on deposit with or without allowance of interest thereon;
- (h) invest and deal with any monies of the Association, not immediately required for the objects of the Association, in such manner as may from time to time be determined by the Executive Committee;
- (i) do all or any of the matters authorised either alone or in conjunction with any person, company or unincorporated body or by or through any factors, trustees or agents;
- (j) take any gift of property whether subject to any special trust or not for any one or more of the objects of the Association, provided the Association shall only deal with any such trusts in such manner as is allowed by law;
- (k) lend and advance money to, give credit to, or otherwise assist, any person or body corporate, including to guarantee or indemnify any person's or body corporate's performance;
- (l) take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association in the form of donations, annual subscriptions or otherwise;
- (m) subscribe to, become a member of or co-operate with any other organisation whether incorporated or not whose objects are similar, in whole or in part, to those of the Association, so long as that other organisation prohibits the distribution of its income and property amongst its members at least to the extent provided under the Association's Rules;
- (n) print and publish any newspapers, periodicals, books or leaflets and develop and implement any computer system or software package that the Association may think desirable for the promotion of its objects;
- (o) appoint, hire, employ, remove, replace or reinstate secretaries, managers, servants, employees and other persons in and for the carrying out of the objects of the Association and to pay them in return for services rendered to the Association, salaries, wages and gratuities, as appropriate;
- (p) buy, sell and deal in all kinds of articles, commodities and provisions both liquid and solid for Members or other persons frequenting the premises or facilities of or under the control of the Association;

- (q) subscribe to any charities and to grant donations for any public purpose;
- (r) produce, develop, create, licence and otherwise exploit, use and protect Intellectual Property;
- (s) establish and maintain corporate entities to carry on and conduct the business affairs and undertakings, or any aspect thereof, of the Association and for that purpose, to utilise any of the assets of or held on behalf of the Association;
- (t) promote any other person or company for any purpose calculated to benefit the Association;
- (u) amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under the Rules;
- (v) purchase or otherwise acquire and undertake all or any part of the property, assets and liabilities of any one or more of the companies, institutions, societies or associations whose activities or purposes are similar to those of the Association, or with which the Association is authorised to amalgamate or generally for any purpose calculated to benefit the Association;
- (w) transfer all or any part of the property, assets, liabilities and undertaking of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (x) enter into arrangements with any government or authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association, and to obtain rights, privileges and concessions from such government or authority and carry out, exercise and comply with any such rights, privileges and concessions;
- (y) take and effect insurance or seek, obtain and in its discretion act on, any professional advice necessary or appropriate; and
- (z) do all such acts and things as are incidental, conducive or subsidiary to all or any of the objects of the Association.
- (aa) determine rules, regulations, by-laws, policies, procedures for the governance and management of the Association and the sport of clay target shooting in Australia.
- (bb) determine, implement and enforce discipline over its Members including Registered Shooters who are registered shooters who are members of a recognised club affiliated with the Association and others participating in competitions or events organised by the Association or its affiliated bodies, including imposing sanctions.

#### **4. APPLICATION OF INCOME**

- (a) The income and property of the Association shall be applied solely towards the promotion of the objects of the Association as set out in this Statement of Purposes.
- (b) Except as prescribed in this Statement of Purposes:
  - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any

Member; and

- (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (c) Nothing contained in **clauses 4(a) or (b)** shall prevent payment in good faith of or to any Member for:
- (i) any services actually rendered to the Association whether as an employee or otherwise;
  - (ii) goods supplied to the Association in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Association;
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association; or
  - (vi) any other reason;

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

## 5. LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

## 6. MEMBERS' CONTRIBUTIONS

Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up (other than for the purposes of reconstruction or amalgamation) while a Member, or within 1 year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which he or she ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$1.00.

## 7. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association (other than for the purposes of reconstruction or amalgamation) there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some body or bodies having purposes similar to the purposes of the Association and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association by this Statement of Purposes and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

**ASSOCIATIONS INCORPORATION ACT 1981 (VIC)****RULES**

of

**AUSTRALIAN CLAY TARGET ASSOCIATION INCORPORATED****PART I - INTERPRETATION****1. NAME**

The name of the association is Australian Clay Target Association Incorporated ("**Association**").

**2. INTERPRETATION****2.1 Definitions**

In these Rules unless the contrary intention appears, these words shall have the following meanings:

"**Appeals Committee**" means a committee of the Association having such functions as set out in Rule 11.

"**Association**" means the Australia Clay Target Association Incorporated.

"**By-Laws**" means any By-Laws made by the Association under Rule 28.

"**Chairman**" means the person who presides over the Annual General Meeting and Special Meetings.

"**Club**" means a clay target shooting club formed and established for the purpose of promotion of the sport of clay target shooting.

"**Executive Committee**" means the Committee assigned the responsibility for exercising the powers and day to day business of the Association.

"**Financial Year**" means the year ending 31 December in each year.

"**General Meeting**" means the Annual General Meeting of the Association.

"**Incorporated Club**" means a club Incorporated pursuant to the laws of a State.

"**Intellectual Property**" means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, trade secrets, know how, equipment, images (including photographs, videos or films) or service marks (whether registered or registrable) relating to the Association or any event, competition or clay target shooting activity of or conducted, promoted or administered by the Association, whether present or future, registered or unregistered.



**"Judiciary Committee"** means a committee of the Association having such functions as set out in Rule 11.

**"Life Registered Shooter"** means an individual appointed as a Life Registered Shooter under Rule 38.

**"Member"** unless otherwise stated means a collection of Member States, Member Clubs and Registered Shooters.

**"Member Club"** means either an Incorporated or Unincorporated Club, which has been accepted as a Member of the Association.

**"Member State"** means a State or Territory Association recognised by the Association to administer clay target shooting in its particular State or Territory.

**"National Executive Officer"** means the Executive Officer of the Association for the time being appointed under these Rules.

**"President"** means the President for the time being of the Association.

**"Principal Act"** means the *Associations Incorporation Act 1984* (VIC), or such other governing legislation as applies from time to time.

**"Regulations"** means any Regulations made by the Executive Committee under Rule 28.

**"Registered Shooter"** means a person registered with the Association and who is a member of a Member Club.

**"Rules"** means these Rules of the Association and include the Statement of Purposes of the Association, as amended from time to time.

**"Seal"** means the common seal of the Association and includes any official seal of the Association.

**"Special General Meeting"** means any general meeting convened during the interval between successive Annual General Meetings.

**"Special Resolution"** means a resolution requiring 75% of the voting rights exercised by those persons present in person or by proxy and entitled to vote and voting or such other percentage required for a special resolution under the Principal Act.

**"State"** means an Australian State and includes an Australian Territory.

**"State Acts"** means the legislation in each State under which the Member States or Member Clubs are incorporated, by whatever name called, and including the Principal Act.

**"State and Territory Associations"** means the official representative of, and controlling authority for clay target shooting in a State or Territory.

**"Unincorporated club"** means a Club not incorporated pursuant to the laws of a State or Territory.

## 2.2 Interpretation

In these Rules:

- (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 performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) 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
- (h) 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 these Rules or any phrase contained in them is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Rules or affecting the validity or enforceability of that provision in any other jurisdiction.

### 2.4 Principal Act

Except where the contrary intention appears, in these Rules, an expression that deals with a matter dealt with by a particular provision of the Principal Act, has the same meaning as that provision of the Principal Act.

## PART II – MEMBERS STATES

### 3. MEMBERS STATES

#### 3.1 Recognition of Member States

The entity which is recognised as the official representative of, and controlling authority for, clay target shooting in a State (in the Executives Committee's sole discretion) and which agrees to be a Member State, adopt the objects of the Association and be bound by the Rules of the Association, is or shall be recognised as, a Member of the Association and shall, when required by the Association, administer clay target shooting in that particular State in accordance with the objects of the Association.

#### 3.2 Compliance of Members States

Each Member State shall:

- (a) be incorporated in its particular State.
- (b) when requested by the Association's Executive Committee, provide the Association with copies of its audited accounts, reports and other associated documents forthwith, following the Member State's annual general meeting and such other reports as are reasonably required by the Association as to its activities;
- (c) adopt the objects of the Association and adopt rules which reflect, and which are to the extent permitted or required by the State Acts, generally in conformity with these Rules;
- (d) apply its property and capacity solely for the sport of clay target shooting and any purpose consistent with the objects of the Association and these Rules;
- (e) at no time act to the detriment of the Association or the Members of clay target shooting;
- (f) do all that is reasonably necessary within its powers to enable the objects of the Association to be achieved;
- (g) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and clay target shooting, its standards, quality and reputation for the collective and mutual benefit of the Members and clay target shooting;
- (h) at all times operate with, and promote, mutual trust and confidence between, the Association and the Members in pursuit of these objects;
- (i) at all times act on behalf of and in the interests of the Members and clay target shooting; and
- (j) by adopting the objects of the Association, abide by these Rules.

#### 3.3 Operation of Rules

The Association and its Member States agree:

- (a) that they are bound by these Rules and that these Rules operate to create uniformity in the way in which the objects of the Association and the sport of clay target shooting are to be conducted, promoted and administered in Australia; and

- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of clay target shooting, its standards, quality and reputation for the collective and mutual benefit of the Members and clay target shooting;
- (c) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of clay target shooting, and its maintenance and enhancement;
- (d) not to acquire a private advantage at the expense of other Members or clay target shooting;
- (e) to operate with mutual trust and confidence in pursuit of the objects of the Association;
- (f) to promote the economic and sporting success, strength and stability of each other and to act independently with each other in pursuit of the objects of the Association;
- (g) to act for and on behalf of the interests of clay target shooting, the Association and the Members;
- (h) that should a Member State or Member Club be having administrative, operational or financial difficulties, including but not limited to where a Member:
  - (i) takes or has taken or has instituted against it any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the Member; or
  - (ii) enters into a composition or arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation; or
  - (iii) a mortgagee or other creditor takes possession of any of its assets;

the Association may act to assist that Member State or Member Club in whatever manner the Executive Committee considers appropriate, including, but not limited to the appointment of an administrator.

#### 4. MEMBER STATE CONSTITUTIONS AND RULES

##### 4.1 Constitution

The constituent documents of each Member State shall clearly reflect the objects of the Association and shall include the following key elements in the manner set out in these Rules:

- (a) the objects and purposes of the Member State;
- (b) the recognition of the Association, in accordance with **Part II** of these Rules;
- (c) the recognition of the Judiciary Committee of the Association as having the power to sit in determination on matters pertaining to clay target shooting in Australia, including in respect of disciplinary proceedings; and
- (d) the recognition of the Appeals Committee as the final arbiter on matters pertaining to clay target shooting in Australia as determined by the Judiciary Committee from time to

time, including in respect of disciplinary proceeding.

- (e) such other matters as are required to give full effect to these Rules;

with such incidental variations as are necessary having regard to the State Act applicable to each Member State. Subject to the matters set out in this **Rule 4.1**, it is acknowledged that the Member State shall have the right to determine their own internal management structures and procedures.

#### 4.2 **Member State to Provide Copy Rules**

Each Member State shall provide to the Association a copy of its constituent documents and all proposed amendments to these documents.

#### 4.3 **Amendments to Member State Constitutions**

Each Member State shall take all steps to ensure its constituent documents and rules are in conformity with these Rules and shall ensure their documents are amended in conformity with future amendments made to these Rules, subject to any prohibition or inconsistency in any relevant State Act.

#### 4.4 **Register of Members**

Each Member State shall maintain, in a form acceptable to the Association, a register of all the Member State's affiliated clubs (if any) and individual members. Each Member State shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide prompt and regular updates of the register to the Association.

## PART III – MEMBERSHIP

### 5. MEMBERS

#### 5.1 Classes of Membership

Membership of the Association shall be in one of the following categories:

- (a) Member States - membership is open to one State or Territory Association in each State or Territory.
- (b) Member Clubs who will consist of:
  - (i) incorporated clubs who are affiliated members of their respective State Association; and
  - (ii) unincorporated clubs subject to the unincorporated club becoming incorporated within two years of the adoption of these Rules for existing Members and within two years of joining for non-existing Members
- (c) Registered Shooters - of the Association who are a member of a Member Club and who have no right to receive notice or vote at General or Special Meetings of the Association.

#### 5.2 Creation of New Classes

- (a) The Executive Committee has the right of power from time to time to create new classes of Membership with such rights, privileges and obligations as are determined applicable subject to Rule 5.2(b), even if in the effect of creating a new class is to alter rights, privileges and obligations of an existing class of Members.
- (b) Voting rights of new classes of members created under Rule 5.2(a) are not automatic. Only a Special Resolution of Members can confer such voting rights.

### 6. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and fees payable by Members to the Association including, the time for and manner of payment, shall be as determined by the Executive Committee as set out in the relevant By-Law of the Association which may be amended by the Executive Committee from time to time.
- (b) All annual subscriptions shall become due and payable in advance on the 1<sup>st</sup> day of January every year.
- (c) Any Member State which or who has not paid all monies due and payable by that Member State to the Association shall, subject to the Executive Committee's discretion, have all rights under these Rules suspended, including where applicable the right to vote at General Meetings or appoint State members of the Executive Committee, until such time as the monies are fully paid. In the meantime, the Member State shall have no automatic right to resign from the Association, and shall be dealt with in the Executive Committee discretion, which includes the right to expel, discipline or retain that Member State as a Member, or impose such other conditions or requirements as the Executive Committee considers appropriate.
- (d) Any Member Club admitted to membership during a year shall pay the full subscription

for the year in which the Member Club is so admitted.

## 7. AFFILIATION

### 7.1 Member States, Member Clubs

- (a) To be eligible for membership, a Member State or Member Club, whichever is applicable, must be incorporated, or in the case of Member Clubs who are not incorporated, be incorporated within 2 years of the commencement of this Rule.
- (b) For such time as a Member Club is not incorporated, the President (or equivalent) of any such unincorporated Member Club shall be deemed to be the Member of the Association and shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Member Club as incorporated Member Clubs, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of these Rules to an unincorporated Member Club shall be resolved by the Executive Committee in its sole discretion.

### 7.2 Application For Affiliation

An application for affiliation as a Member State or Member Club ("**applicant**") must be:

- (a) in writing on the form set out as **annexure 1 or 2**, whichever is applicable, or as otherwise prescribed by the Executive Committee from time to time, from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's constitution which must be acceptable to the Association and be substantially in conformity with these Rules; and
- (c) accompanied by the appropriate fee (if any).

### 7.3 Discretion to Accept or Reject Application

- (a) The Executive Committee may accept or reject an application whether the applicant has complied with the requirements in **Rule 7** or not.
- (b) Where the Executive Committee accepts an application the details of the applicant shall be entered on the Register, from which time the applicant becomes a Member, whichever is applicable, and shall be notified accordingly.
- (c) If the Executive Committee rejects an application, the Association shall refund any fees forwarded with the application, and the applicant shall be notified accordingly.

### 7.4 Re-Affiliation

- (a) Notwithstanding there flows from the objects of the Association and these Rules an assumption of continuity of membership, Members must re-affiliate with the Association annually in accordance with the procedures set down from time to time.
- (b) Upon re-affiliation a Member State must lodge with the Association any amendments to its constitution.

### 7.5 Deemed Membership

- (a) All Members of the Association who, or which are, prior to the time of approval of these

Rules under the Principal Act, Members, shall be deemed Members of the Association from the time of the approval of these rules under the Principal Act.

- (b) Member States and Member Clubs shall have 2 years from the approval of these Rules under the Principal Act in which to amend their constitution in accordance with these Rules (but subject to State Acts), and for such time as their constitutions do not conform shall not be penalised for such non-compliance, to the extent that such non-compliance is not wilful or calculated to cause harm or prejudice to the Association.
- (c) Member States shall provide the Association with such details of any affiliated clubs and individual members as are required by the Association under these Rules as soon as practicable after the approval of these Rules under the Principal Act, but no later than 1 year and 1 month after such approval.

## **8. REGISTER OF MEMBERS**

### **8.1 National Executive Officer to Keep Register**

The National Executive Officer shall keep and maintain a Register in which shall be entered the full name, address, class of membership, date of entry of the name and cessation of membership of each Member.

### **8.2 Inspection of Register**

Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address of any Registered Shooter, Executive Committee member or any other individual, shall be available for inspection (but not copying) by Members, upon reasonable request.

## **9. EFFECT OF MEMBERSHIP**

All classes of Members acknowledge and agree that:

- (a) these Rules constitute a contract between each of them and the Association and that they are bound by the Rules and the Regulations;
- (b) they shall comply with and observe these Rules and the Regulations and any determination, resolution or policy which may be made or passed by the Executive Committee or any duly authorised committee or other entity with delegated authority;
- (c) by submitting to these Rules and the Regulations they are subject to the jurisdiction of the Association;
- (d) these Rules are made in the pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and clay target shooting;
- (e) the Rules and Regulations are necessary and reasonable for promoting the objects of the Association and particularly the advancement and protection of clay target shooting as a sport; and
- (f) they are entitled to all benefits, advantages, privileges and services of the Association membership.



## 10. DISCONTINUANCE OF MEMBERSHIP

### 10.1 Notice of Resignation

Any Member (other than a Member State) which or who has paid all monies due and payable to the Association may resign from the Association by giving 1 month's notice in writing to the Association of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member.

### 10.2 Expiration of Notice Period

Upon the expiration of a notice given under **Rule 10.1**, an entry, recording the date on which the Member who or which gave notice ceased to be a Member shall be made in the Register.

### 10.3 Failure to Re-Affiliate

If a Member (other than a Member State which is subject to Rule 6(c)) has not re-affiliated with the Association within 2 months of re-affiliation or membership renewal falling due, the Executive Committee may deem that Member's Association membership lapsed and that Member's rights under these Rules shall also lapse at that time. The Register shall be amended to reflect any lapse of membership under this **Rule 10** as soon as practicable.

### 10.4 Member to Re-Apply

A Member whose membership has lapsed under **Rule 10.3**:

- (a) must seek renewal or re-apply for membership in accordance with these Rules; and
- (b) may be re-admitted at the discretion of the Executive Committee.

### 10.5 Forfeiture of Rights

A Member which ceases to be a Member, for whatever reason, shall forfeit all right in, and claim upon, the Association and its property including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association forthwith.

### 10.6 Membership may be Reinstated

Membership which has been discontinued, under this **Rule 10** may be reinstated at the discretion of the Executive Committee.

## PART IV – DISCIPLINARY POWERS

### 11. DISCIPLINE OF MEMBERS

#### 11.1 Matters which may be Referred to Judiciary Committee

The following matters may be referred for determination by a Judiciary Committee:

- (a) an allegation (not being vexatious, trifling or frivolous) by a complainant that a Member has:
  - (i) breached, failed, refused or neglected to comply with a provision of these Rules, the By-Laws or any resolution or determination of the Executive Committee, or any committee of the Association or any other entity exercising delegated authority;
  - (ii) acted in a manner unbecoming of a Member prejudicial to the objects and interests of the Association and/or clay target shooting; or
  - (iii) brought the Association or clay target shooting into disrepute;
- (b) any matter relating to drugs in sport, which involves a Member, who or which has or is suspected of, having contravened the relevant law relating to drugs in sport; and

provided however that any such matters are not able to be dealt with by Members under their rules, and any such party ("**defendant**") will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association as set out in this **Rule 11**.

#### 11.2 Referral to Judiciary Committee

- (a) The Executive Committee or if appropriate, the National Executive Officer, shall commence or cause to be commenced any disciplinary proceedings ("**proceedings**") against a defendant by referring the alleged breach or misconduct to a Judiciary Committee, comprised of such persons nominated by the Executive Committee (being no less than 3 and no more than 5 who need not be Members), for such time and for such purposes as is required under this **Rule 11**, one of whom shall be appointed chairman of the Judiciary Committee.
- (b) Any such referral to a Judiciary Committee shall be in writing and accompanied by any documentary or other evidence that is available to the referring party. The referral shall be clear and unambiguous, stating precisely the matter or matters to be determined.
- (c) No person who is an interested party, with either a direct or indirect interest, shall participate in the determination of the proceedings in any way.
- (d) On receipt of the referral, the chairman of a Judiciary Committee shall, in consultation with the remaining members of the Judiciary Committee determine an appropriate date, time and place for a hearing by the Judiciary Committee. The meeting shall be no less than 14 days from, but shall be as soon as practicable after the receipt of the referral, unless the matter is deemed to require urgent attention, in which case the defendant and Judiciary Committee may agree on a variation of the time frame set out in this **Rule 11**, having regard to the availability of key witnesses and timing of relevant competitions, amongst other things.

- (e) The chairman of the Judiciary Committee shall notify the remaining members of the Judiciary Committee, the defendant and any complainant or relevant Member of the date, time and place of the hearing, and in addition, shall advise that each party to the proceedings has the right:
- (i) to make written submissions to be filed with the chairman of the Judiciary Committee not less than 5 days prior to the date of the hearing; and
  - (ii) to appear at the hearing and/or be represented by a person who is not legally qualified (as determined in the Judiciary Committee's discretion).
- (f) The Judiciary Committee may invite a legally qualified person to be present at the hearing to render advice or assistance to the Judiciary Committee concerning any legal issue raised at the hearing provided that such person shall not participate in any deliberations or vote of the Judiciary Committee in relation to its findings or its decision. Nothing in this Rule, however, shall otherwise disqualify a legally qualified person from being a member of the Judiciary Committee.
- (g) Subject to this Rule, the Judiciary Committee shall conduct the hearing as it sees fit, always having regard to the principles of natural justice, and in particular shall not be bound by rules of evidence, or unnecessary formality. The defendant must be advised of the hearing procedure determined by the Judiciary Committee at or before the commencement of the proceedings.
- (h) The Judiciary Committee shall be entitled to call such evidence as it thinks fit, and all Members shall be compelled to provide such evidence, as they are able. The Judiciary Committee may adjourn the hearing if this is considered necessary.
- (i) If the Judiciary Committee, having taken into account the written and verbal submissions and other evidence of the parties, considers the allegations sustained, the Judiciary Committee may impose such penalty as it considers appropriate in accordance with **Rule 11.3**.
- (j) If a decision cannot be given immediately after the proceedings, the relevant party or parties must be advised of the time and place at which the decision will be given. The decision, any penalty, the reasons for the decision and notice of the person's appeal rights (if any) shall be given in writing and signed by the Judiciary Committee chairman.
- (k) On exhaustion of all disciplinary procedures available to the Member (if any), whether by elapse of time or otherwise, notice of any penalty, suspension or disqualification imposed shall be given by the National Executive Officer to all Member States and Member Clubs and shall be mutually recognised by all Member States and Member Clubs immediately upon receipt of such notice.
- (l) Reinstatement of any Member shall be recognised by all Members immediately upon receipt of notice to this effect.

### 11.3 Penalties

Penalties which may be imposed, include:

- (a) a reprimand;
- (b) suspension of such activities, on such terms and for such period as is seen fit;

- (c) exclusion from a particular activity, event or events competition or competitions;
- (d) expulsion;
- (e) fines imposed in such manner and in such amount as is seen fit;
- (f) such combination of any of the above penalties as is seen fit; or
- (g) any other penalty considered appropriate in the circumstances.

During proceedings (including any appeal), the defendant may continue to participate in clay target shooting, on such terms as the determining body under these Rules thinks fit, pending the determination of the proceedings (including any available appeal) unless the determining body decides (in its sole discretion) such continued participation is inappropriate having regard to the matter at hand.

#### 11.4 Effect of Penalty

- (a) Where a Member is suspended under this Rule its membership of, and representation rights and privileges in, the Association shall be forfeited during the period of such suspension.
- (b) Any Registered Shooter so suspended or disqualified shall not be entitled to enter any competition, tournament or event held under the Rules or By-Laws of the Association or to enter upon any ground or enclosure for the time being under the control of any Member State or Member Club or the Association while such suspension or disqualification continues.

#### 11.5 Appeal Committee

Subject to these Rules the Appeal Committee will act as final arbiter on all disciplinary matters referred to it.

- (a) An appeal lodged with the National Executive Officer, in writing within 14 days of the determination of a Judiciary Committee and specifying the grounds of appeal, by a Member who has received a penalty or is the subject of an adverse finding by a Judiciary Committee shall be referred to the Executive Committee for consideration. If the Executive Committee in its sole discretion considers the appeal has merit the Executive Committee will refer the appeal to an Appeal Committee for consideration and determination. The Executive Committee may reject or accept (and thus refer) any appeal under this Rule in its sole discretion.
- (b) The decision of the Executive Committee in rejecting an appeal by a Member under this **Rule 11.5** shall be final and not subject to further appeal.
- (c) The appointment of, referral to, and proceedings of an Appeal Committee in convening, hearing and determining an appeal shall be similar to or the same as those in respect of a Judiciary Committee set out in **Rule 11.5** above, with such incidental variations as are appropriate or necessary. Any dispute as to the application of this Rule shall be determined by the Executive Committee in its sole discretion.
- (d) In the matter of an appeal under **Rule 11.5(a)**, an Appeal Committee may in its sole discretion confirm the penalty or adverse finding of the Judiciary Committee, or may decide not to confirm such penalty but instead impose an alternate penalty available under **Rule 11.5**, including increasing the penalty, or may revoke the penalty or adverse finding of the Judiciary Committee.

- (e) The effect of any penalty imposed by an Appeal Committee shall be the same as set down in **Rule 11.4** above. The decision of an Appeal Committee under this **Rule 11.5** shall be final and not subject to further appeal.

## **PART V - GENERAL MEETINGS**

### **12. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Association shall be held in accordance with the provisions of the Principal Act and on a date and at a venue to be determined by the Executive Committee.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with these Rules.

### **13. NOTICE OF GENERAL MEETING**

#### **13.1 Notice of General Meetings**

- (a) Notice of every General Meeting shall be given to every Member State and Member Club at the address appearing in the Register kept by the Association. The auditor, National Executive Officer and Executive Committee members shall also be entitled to notice of every General Meeting, at their last notified address. No other persons, including Registered Shooters, shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least 21 days notice of a General Meeting shall be given to those entitled to receive notice, together with:
  - (i) any notice of motion received from Members or the Executive Committee;
  - (ii) the agenda for the meeting; and
  - (iii) to the Members, forms of authority in blank for proxy votes.

### **14. BUSINESS**

#### **14.1 Business of General Meetings**

- (a) The business to be transacted at the Annual General Meeting includes:
  - (i) confirming the minutes of the previous Annual General Meeting;
  - (ii) consideration of accounts and the reports of the Executive Committee, Members and auditors;
  - (iii) the announcement of the appointment of elected Executive Committee members in place of the retiring Executive Committee members; and
  - (iv) appointment, removal and fixing of the remuneration of the auditors.

- (b) At each Annual General Meeting one each of the Executive Committee members from each State, shall retire. The Executive Committee members to retire in every year shall be those who have been longest in office since their last appointed, but if appointment at the same time the older should retire. Retiring Executive Committee members will be eligible for re-appointment to the Executive Committee.
- (c) All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in **Rule 14.1(a)** shall be special business.

## 14.2 **Business Transacted**

No business other than that stated on the agenda circulated in accordance with Rule 13.1(c)(ii) shall be dealt with at that meeting.

## 15. **NOTICES OF MOTION**

### 15.1 **Notices of Motion to be Submitted**

All notices of motion for inclusion as special business at a General Meeting must be submitted in writing by Members or the Executive Committee to the National Executive Officer not less than 12 weeks (excluding receiving date and meeting date) prior to the General Meeting.

### 15.2 **Unsuccessful Notice of Motion**

A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of 1 year.

## 16. **SPECIAL GENERAL MEETINGS**

### 16.1 **Special General Meetings May be Held**

- (a) A special General Meeting shall be any General Meeting of the Association, which is convened during the interval between successive Annual General Meetings.
- (b) A majority of the Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### 16.2 **Requisition of Special General Meetings**

- (a) The National Executive Officer or any member of the Executive Committee shall, on the requisition in writing of Members (excluding Registered Shooters) representing not less than 5% of the total number of Member States and Member Clubs, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by 1 or more of the Members making the requisition.

- (c) If the Executive Committee does not cause a Special General Meeting to be held within 1 month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Members under these Rules shall be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Executive Committee.
- (e) A Special General Meeting may postpone the business for which it was convened to a date to be fixed by those presented or may refer the matter or matters submitted for decision to the Executive Committee or to the next Annual General Meeting. In the event of the matter being referred to the Executive Committee, the Executive Committee shall have the power to deal with it.
- (f) A Special General Meeting may make recommendations to the Executive Committee or to the next Annual General Meeting.

## **17. PROCEEDINGS AT GENERAL MEETINGS**

### **17.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be twenty-five (25) Members entitled to vote.

### **17.2 President to Preside**

The President shall, subject to these Rules, preside as Chairman at every General Meeting of the Association except in relation to:

- (a) any election for which the Chairman is a nominee; or
- (b) where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the senior Vice-President first or junior Vice President next shall be appointed to preside as Chairman in his or her place for that meeting or part of that meeting only (as the case may be). If neither the President or Vice-Presidents is present, or willing or able to preside, the Executive Committee shall appoint one of their number to preside as Chairman in his or her place for that meeting only.

### **17.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, or the meeting has not commenced to business, the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairman may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **Rule 17.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### 17.4 **Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chairman; or
- (b) by 3 Members present in person or by proxy.

#### 17.5 **Recording of Determinations**

Unless a poll is demanded under **Rule 17.4**, a declaration by the Chairman 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 Association shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

#### 17.6 **Where Poll Demanded**

If a poll is duly demanded under **Rule 17.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

### 18. **VOTING AT GENERAL MEETINGS**

#### 18.1 **Members Entitled to Vote**

Each Member State or Member Club who is not in arrears with their subscriptions at the date of the meeting shall vote at General Meetings which, subject to these Rules, shall be exercised by its representative. A Registered Shooter who has paid all registration fees and other monies due to the Association may attend a General Meeting to speak on any motion but shall not be entitled to vote.

#### 18.2 **Chairman may Exercise Casting Vote**

- (a) Where voting at General Meetings is equal, the Chairman may exercise a casting vote, but shall have no deliberative vote.
- (b) Where an Executive Committee member becomes the President in accordance with **Rule 17.2**, that Executive Committee member shall retain the right to exercise a deliberative vote. Where the Executive Committee member is the Chairman and voting is equal, the Chairman shall have no casting vote and the status quo shall prevail.



## **19. PROXY VOTING**

### **19.1 Proxy Voting Permitted**

Proxy voting shall be permitted at all General Meetings provided a proxy form in the form set out in **annexure 3** (or as otherwise approved from time to time) which has been duly completed and executed, is lodged with the National Executive Officer before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote.

### **19.2 Proxy**

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member must instruct his proxy to vote in favour of or against any proposed resolutions.

### **19.3 Limitation on number of proxy votes held by a Member**

A Member entitled to vote at General Meetings and authorised under this Rule to cast a proxy vote, is limited to cast a proxy vote on behalf of no more than five (5) Members eligible to vote per resolution. Registered Shooters are entitled to cast proxy votes on behalf of no more than five (5) Members eligible to vote per resolution.

## **20. POSTAL VOTING**

Should it be deemed necessary by the President, urgent matters may be dealt with by a postal vote or other remote voting method. The National Executive Officer shall notify all Members entitled to vote of the proposition to be answered “for” or “against”, and shall set the time for such voting to be considered. After the time fixed has elapsed, votes shall be counted by the National Executive Officer in the presence of a member of the Executive Committee and the proposition resolved.

## PART VI - THE EXECUTIVE COMMITTEE

### 21. POWERS OF THE EXECUTIVE COMMITTEE

21.1 Subject to the Principal Act and the provisions of these Rules, the day to day business of the Association shall be managed and the powers of the Association, shall be exercised by the Executive Committee. In particular, the Executive Committee as the national authority for clay target shooting in Australia shall be responsible for acting on all national issues in accordance with the objects of the Association and shall operate for the benefit of the Members and the community throughout Australia and shall:

- (a) govern clay target shooting in Australia in accordance with its missions and objects;
- (b) recommend major strategic directions and policies;
- (c) implement the directions and policies of the Association;
- (d) review the Association's performance in achieving its pre-determined aims, objectives and policies; and
- (e) manage international responsibilities.

21.2 The Executive Committee may:

- (a) require any Member Club of the Association to lodge with it a copy of that Member's Club rules.
- (b) require any Member Club to make any such amendments or alterations to that Member's rules as the Executive Committee considers necessary or advisable in the interest of clay target shooting and to protect and maintain the authority of the Association.
- (c) Suspend or disqualify from participating in any clay target shooting competition or tournament for such period as it shall seem proper any Registered Shooter who commits any breach of the Purposes of Rules or By-Laws of the Association or refuses to do or does not obey the Executive Committee or who is in arrears for 3 months with his or her registration fees or who has failed to pay any fine or penalty or entrance money imposed upon him or her or payable by him or her under the Rules or By-Laws of the Association or any Registered Shooter who in the opinion of the Executive Committee is guilty of unsportsmanlike conduct.
- (d) Hold such shooting tournaments, competitions and events as it considers advisable.
- (e) Refuse without reason, any entry at any tournaments, competitions and events.
- (f) Require a Member State or Member Club to submit to it for its approval the rules, program and dates of all shooting tournaments, competitions and events (except club shoots) proposed to be held under the Rules of the Association.
- (g) Make a special levy for time to time upon Members of the Association for the purpose of meeting the expenses of the Association.
- (h) Make, rescind or amend By-Laws regulating the conduct of all shooting tournaments, competitions and events and of all Members and of all competitors whether a member of a club or not.

- (i) provide generally for the good conduct and welfare of clay target shooting.

## 22. COMPOSITION OF THE EXECUTIVE COMMITTEE

The Executive Committee shall comprise:

- (a) the President, who shall be elected under **Rule 23.3**;
- (b) no more than 2 Vice Presidents, who shall be elected under **Rule 23.3**;
- (c) the Treasurer appointed by the Executive Committee from amongst its members;
- (d) the Secretary appointed by the Executive Committee from amongst its members;
- (e) 2 State delegates from each Member State who shall be appointed in accordance with **Rule 23.4** subject to satisfying Rule 23.4(a);

The National Executive Officer shall be entitled to notice of, attend, participate in and debate at, all meetings of the Executive Committee, but shall not be an Executive Committee member, and shall have no entitlement to vote.

## 23. EXECUTIVE COMMITTEE

### 23.1 President as Chairman

The President shall be the nominal head of the Association and will act as Chairman of any Executive Committee meeting at which he or she is present. If the President is not present, or is unwilling or unable to preside, the senior Vice President first or the junior Vice President second, shall act as Chairman in his or her place. If both Vice Presidents are also absent then the remaining Executive Committee members shall appoint one of their number to preside as Chairman in their place for that meeting only. The Chairman at a meeting of the Executive Committee shall have a casting vote in accordance with **Rule 18.2**.

### 23.2 Term of Appointment

The President and Vice Presidents shall be elected in accordance with these Rules, for a 2 year term, which term shall commence immediately upon being elected by the Executive Committee in accordance with Rule 23.3.

### 23.3 Elections for Office

The elections for the President and Vice Presidents shall be by secret preferential ballot of the Executive Committee from amongst its number at the first meeting of the Executive Committee after the Annual General Meeting. The elections for the President and the Vice President who has held office for the lessor period, shall be conducted on odd years and the remaining Vice President on even years. The retiring President or Vice President will be eligible for re-appointment subject to successful election.

#### 23.4 Executive Committee Members

- (a) Prior to each Annual General Meeting, the Executive Committee shall arrange an election by the Member Clubs numbering six or more in aggregate in a State or Territory to elect one delegate as that State's or Territory's representative on the Executive Committee.
- (b) Executive Committee members are appointed for a 2 year term.

#### 23.5 Retiring Executive Committee members

At each Annual General Meeting one each of the Executive Committee members from each State and Territory shall retire. The members to retire in every year shall be those who have been longest in office since their last appointment, but if appointed at the time the older shall retire. Retiring Executive Committee members, will be eligible for re-appointment to the Executive Committee.

#### 23.6 Portfolios

If the Executive Committee considers it appropriate, in order to further the objects of the Association, it may allocate Executive Committee members to specific portfolios, with specific responsibilities, as determined in the discretion of the Executive Committee.

### 24. VACANCIES OF EXECUTIVE COMMITTEE MEMBERS

#### 24.1 Vacancy of Executive Committee members

In addition to the circumstances in which the office of an Executive Committee member becomes vacant by virtue of the Principal Act, the office of an Executive Committee becomes vacant if the Executive Committee member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his or her office in writing to the Association;
- (e) is absent without the consent of the Executive Committee from two consecutive meetings of the Executive Committee;
- (f) without the prior consent or later ratification of the Members of the Association in General Meeting holds any office of profit under the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his or her interest;
- (h) is suspended or expelled from membership of the Association or a Member State or Member Club without further recourse under these Rules or the rules of the Member State or Member Club;
- (i) in the opinion of the Executive Committee in its discretion, subject always to application

of the principles of natural justice:

- (i) has acted in a manner unbecoming or prejudicial to the objects and interests of the Association and/or clay target shooting; or
- (ii) has brought the Association, any Member State or Member Club or clay target shooting into disrepute; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Law*.

#### 24.2 Removal of an Executive Committee member

If a notice of motion is put forward in accordance with these Rules, and in the opinion of the majority of the Executive Committee, the notice of motion is not vexatious, trifling or frivolous, that an Executive Committee member:

- (a) has acted in a manner unbecoming or prejudicial to the objects and interests of the Association and/or clay target shooting;
- (b) has brought the Association, any Member State or Member Club or clay target shooting into disrepute; or
- (c) is otherwise unsuitable or unable to carry on his or her office;

and should be removed from office, the Executive Committee shall:

- (d) cause the National Executive Officer to call a General Meeting at such time and place as is determined appropriate;
- (e) give at least 14 days notice to the relevant Executive Committee member of the meeting, together with a copy of the notice of motion, and inviting the Executive Committee member to appear at the meeting and/or make submissions no less than 7 days prior to the meeting; and

at the General Meeting called for this purpose, the Executive Committee shall:

- (f) give the Executive Committee member an opportunity to be heard, and/or ensure there is sufficient time devoted to reviewing any submissions made by the Executive Committee member; and
- (g) vote on the proposed removal, having first taken into account the submissions and representations of the Executive Committee member. The Executive Committee member shall be entitled to remain in office if such a resolution fails. The General Meeting's decision shall be final.

#### 24.3 Casual Vacancies

Any casual vacancy occurring in the position of President or Vice President may be filled by the remaining Executive Committee members from among their number only and the position of Executive Committee member consequently vacated shall be treated as a further casual vacancy. Any casual vacancy occurring in the position of State elected members of the Executive Committee will be filled as soon as practicable by the Member States of which the Executive Committee member represented, with that Member State appointing a further representative. Any casual vacancy may only be filled for the remainder of the Executive Committee member's term

under these Rules. Until such time as the casual vacancy for the state delegate has been filled, the remaining state delegate who is an Executive Committee member holds two (2) votes on any resolution of the Executive Committee.

#### **24.4 Remaining Executive Committee members May Act**

In the event of a casual vacancy or vacancies in the office of an Executive Committee member or members, the remaining Executive Committee members may act but, if the number of remaining Executive Committee members is not sufficient to constitute a quorum at a meeting of the Executive Committee, they may act only for the purpose of increasing the number of Executive Committee members to a number sufficient to constitute such a quorum.

### **25. MEETINGS OF THE EXECUTIVE COMMITTEE**

#### **25.1 Executive Committee to Meet**

The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business, with a minimum of three (3) meetings, and subject to these Rules may adjourn and otherwise regulate, its meetings as it thinks fit. Two Executive Committee members may at any time, and the National Executive Officer shall, on the requisition of two Executive Committee members, convene a meeting of the Executive Committee within a reasonable time.

#### **25.2 Decisions of the Executive Committee**

- (a) Subject to these Rules, questions arising at any meeting of the Executive Committee shall be decided by a majority of votes and a determination of a majority of Executive Committee members present and entitled to vote, shall for all purposes be deemed a determination of the Executive Committee. All Executive Committee members shall have 1 vote on any question.
- (b) If the President is in the chair, the Chairman shall have a casting vote where voting is equal. If any other Executive Committee members take the chair, that Executive Committee members shall be entitled to their deliberative vote, but in the case of equality of votes, there shall be no casting vote, and the status quo shall prevail.

#### **25.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by facsimile, telex, e-mail or other form of visible or other electronic communication by all the Executive Committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more of the Executive Committee members.
- (b) Without limiting the power of the Executive Committee to regulate their meetings as they think fit, a meeting of the Executive Committee may be held where 1 or more of the Executive Committee member is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Executive Committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee;

- (iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Executive Committee members which constitutes a quorum, and none of such Executive Committee members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held, then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated;
- (iv) any meeting held where 1 or more of the Executive Committee is not physically present shall be deemed to be held at the place specified in the notice of meeting provided an Executive Committee member is there present and if no Executive Committee member is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

#### 25.4 **Quorum**

At meetings of the Executive Committee, a majority of eight (8) Executive Committee members present in accordance with these Rules shall constitute a quorum.

#### 25.5 **Notice of Executive Committee Meetings**

Unless all Executive Committee members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence or participation) not less than 7 days written notice of the meeting of the Executive Committee shall be given to each Executive Committee member. The agenda shall be forwarded to each Executive Committee member not less than 2 clear days prior to such meeting.

#### 25.6 **Conflict of Interest**

An Executive Committee member shall declare his or her interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) other financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Executive Committee, absent himself or herself from debate on such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Executive Committee member to absent himself or herself from debate and refrain from voting, the issue should be immediately determined by vote of the Executive Committee, or if this is not possible, the matter shall be adjourned or deferred.

## PART VII - MISCELLANEOUS

### 26. NATIONAL EXECUTIVE OFFICER

#### 26.1 Appointment of National Executive Officer

The National Executive Officer shall be appointed by the Executive Committee for such term and on such conditions as it thinks fit. The person known as the "National Executive Officer" of the Association immediately prior to approval of these Rules under the Principal Act shall continue in that position following such approval, subject to contractual arrangements.

#### 26.2 Specific Duties

The National Executive Officer shall:

- (a) attend to the day to day administration of the national office;
- (b) as far as is practicable attend all Executive Committee meetings and all General Meetings;
- (c) prepare the agenda for all Executive Committee meetings and General Meetings;
- (d) record and prepare minutes of the proceedings of all meetings of the Executive Committee and the Association, and shall use his or her best endeavours to distribute those minutes to Member States and Member Clubs promptly after the meeting; and
- (e) regularly report on the activities of, and issues relating to, the Association.

#### 26.3 Broad Power to Manage

Subject to the Principal Act, these Rules, the Regulations and any policy directive of the Executive Committee, the National Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed by the Association in General Meeting shall invalidate any prior act of the National Executive Officer or the Executive Committee which would have been valid if that resolution had not been passed.

#### 26.4 National Executive Officer may Employ

The National Executive Officer may in consultation with the Executive Committee, engage such personnel as are deemed necessary from time to time and such appointments shall be for such period and on such conditions as the National Executive Officer determines.

### 27. DELEGATIONS

#### 27.1 Executive Committee may Delegate Functions

The Executive Committee may by instrument in writing, create or establish or appoint from among its own members, the Members of the Association, or otherwise, Committees, working parties, individual officers or consultants to carry out such duties and functions, and with such powers, as the Executive Committee determines. It is expressly acknowledged that any entity exercising delegated powers shall have the right to co-opt persons with appropriate experience or expertise to that entity, subject to the Executive Committee's right of veto in respect of that person.



## 27.2 Delegation By Instrument

The Executive Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the or the National Executive Officer by the Principal Act or any other law, or these Rules or by resolution of the Association in General Meeting.

## 27.3 Delegated Function Exercised in Accordance With Terms

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

## 27.4 Procedure of Entity Exercising Delegated Power

The procedures for any entity exercising delegated power shall, subject to these Rules and with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive Committee under **Rule 25** above. The entity exercising delegated powers shall make decisions in accordance with the objects and purposes of the Association, and shall promptly provide the Association with details of all material decisions and shall provide any other reports, minutes and information as the Association may require from time to time.

## 27.5 Delegation may be Conditional

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

## 27.6 Revocation of Delegation

The Executive Committee may by instrument in writing revoke, wholly or in part, any delegation made under this Rule, and may amend or repeal any decision made by such body or person under this Rule.

## 28. REGULATIONS OR BY-LAWS

### 28.1 Executive Committee to Formulate Regulations or By-Laws

The Executive Committee may formulate, issue, adopt, interpret and amend such Regulations or By-Laws for the proper advancement, management and administration of the Association, the advancement of the objects of the Association and clay target shooting as it thinks necessary or desirable. Such Regulations or By-Laws must be consistent with the Statement of Purposes and Rules of Association and any policy directives of the Executive Committee.

### 28.2 Regulations or By-Laws Binding

All Regulations or By-Laws made under this Rule shall be binding on the Association and its Members.

### 28.3 Regulations or By-Laws Deemed Applicable

All Rules, By-Laws and Regulations of the Association in force at the date of the approval of these

Rules under the Principal Act in so far as such rules and regulations are not inconsistent with, or have been replaced by these Rules, shall be deemed to be Regulations under this Rule.

#### 28.4 **Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations or By-Laws may be advised to Members of the Association by means of Bulletins approved by the Executive Committee and prepared and issued by the National Executive Officer. Member States and Member Clubs shall take reasonable steps to distribute information in the Bulletins to their members. Bulletins are binding upon all Members.

### 29. **RECORDS AND ACCOUNTS**

#### 29.1 **National Executive Officer to Keep Records**

The National Executive Officer shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association, and the Executive Committee and shall produce these as appropriate at each Executive Committee or General Meeting.

#### 29.2 **Records Kept in Accordance With Act**

Proper accounting and other records shall be kept in accordance with the Principal Act. The books of account shall be kept in the care and control of the National Executive Officer.

#### 29.3 **Association to Retain Records**

The Association shall retain such records for 7 years or any longer period if required by law after the completion of the transactions or operations to which they relate.

#### 29.4 **Executive Committee to Submit Accounts**

The Executive Committee shall submit to the Members at the Annual General Meeting the Statements of Account of the Association in accordance with these Rules.

#### 29.5 **Accounts Conclusive**

The Statements of Account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

#### 29.6 **Accounts to be Sent to Member States and Member Clubs**

- (a) The National Executive Officer shall cause to be sent to all persons entitled to receive notice of General Meetings of the Association in accordance with these Rules, a copy of the Statements of Account, the Executive Committee's report, the auditor's report and every other document required under the Principal Act (if any).
- (b) the Accounts may be sent by pre-paid post, by facsimile transmission or by electronic mail.

#### 29.7 **Inspection of Accounts**

Subject to any reasonable restrictions as to time and manner of inspecting the same that may be

imposed in accordance with these Rules, the completed Accounts shall be open to inspection by Member States or Member Clubs.

### 29.8 **Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the National Executive Officer and an authorised person with the approval of the Executive Committee.

## 30. **PUBLIC OFFICER**

- (a) The Executive Committee shall appoint a person resident in Victoria to be the Public Officer of the Association.
- (b) Once appointed, the Public Officer shall continue in this position until replaced by the Executive Committee or his or her office becomes vacant in accordance with the Act. In the event that the Public Officer should retire then the Executive Committee shall appoint a replacement in accordance with these Rules within the time prescribed by the Act for such replacement.

## 31. **AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed. The auditor's duties shall be regulated in accordance with the Principal Act, or if no relevant provisions exist under the Principal Act, in accordance with generally accepted principles, or any applicable code of conduct.
- (b) The accounts of the Association shall 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.

## 32. **NOTICE**

### 32.1 **Manner of Notice**

- (a) Notices may be given by the National Executive Officer to any Member by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) 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 5 days after posting.
- (c) 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.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

**SEAL****33.1 Safe Custody of Seal**

The National Executive Officer shall provide for safe custody of the Seal.

**33.2 Affixing Seal**

The Seal shall only be used by authority of the Executive Committee and every document to which the seal is affixed shall be signed by 2 Executive Committee members or 1 Executive Committee member and the National Executive Officer.

**34. PATRONS, VICE PATRONS AND GOVERNORS**

The Association at its Annual General Meeting may appoint annually on the recommendation of the Executive Committee a Chief Patron and such number of Patrons, Vice-Patrons and Governors as it considers necessary.

**35. ALTERATION OF STATEMENT OF PURPOSES AND RULES**

These Rules and the Statement of Purposes of the Association shall not be altered except by Special Resolution.

**36. INDEMNITY****36.1 Executive Members and Others to be Indemnified**

Every Executive Committee member, officer, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by the person in his or her capacity as Executive Committee member, officer, or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Principal Act, granted to him or her by the Court.

**36.2 Association to Indemnify Executive Members**

The Association shall indemnify its Executive Committee members, officers, managers and employees against all damages and costs (including legal costs) for which any such Executive Committee members, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (a) in the case of a Executive Committee members or officer, performed or made whilst acting on behalf of and with the authority, express or implied, of the Association; and
- (b) in the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Association.

**37. DISSOLUTION**

- (a) Subject to paragraph (b) below, the Association may be wound up in accordance with the

provisions of the Principal Act.

- (b) The provisions of **Rules 6 and 7** of the Statement of Purposes relating to the winding up and dissolution of the Association shall take effect and be observed as if the same were repeated in these Rules.

## **38. REGISTERED SHOOTERS**

### **38.1 Registration with the Association**

The Association shall keep a register of shooters and no person may enter or compete at an Association competition, event, or at any competition or event conducted by a Member State or Member Club appointed for that purpose, unless such person is registered with the Association as a registered shooter and is not in arrear with his or her registration fees.

### **38.2 Association right to refuse registration**

The Association shall have the right to refuse to register any person as a registered shooter without giving any reason for such refusal.

### **38.3 Registration fee**

The registration fee payable by a registered shooter shall be such as the Executive Committee from time to time prescribe.

### **38.4 Association right to de-register**

Subject to Rule 11, the Association shall have the right to de-register any registered shooter who is an Registered Shooter for conduct which the Executive Committee decides is unsportsmanlike, or for any breach of the rules or By-Laws of the Association, or for failing to observe the decisions of the Association.

### **38.5 Appointment of Life Registered Shooters**

The Executive Committee, by resolution not passed by less than 2/3 of the members of the Executive Committee present and voting at a meeting of the Executive Committee, may declare that hence forth a registered shooter who in the opinion of the Executive Committee has given meritorious service to the Association shall become a Life Registered Shooter and as such shall not be bound or required to pay to the Association the annual registration fee payable by a registered shooter as provided under this Rule. A Life Registered Shooter shall have all the rights and privileges and be liable for all the obligations of a registered shooter.

### **38.6 Member to provide list of Registered Shooter**

Each Member Club shall before the 31<sup>st</sup> day of January in each year supply the National Executive Officer with a full and accurate list of all registered shooters with such Member Club for the year commencing on the 1<sup>st</sup> day of January of such year, and shall at the same time remit to the National Executive Officer the registration fees of such registered shooters.

### **38.7 Transfer of Clubs by Registered Shooters**

All shooters registering for the first time with the Association shall be forwarded the Association's lapel badge with their record of registration.

- (a) If a shooter wishes to transfer his or her affiliation from one club to another he or she may only do so with the approval of the State Association from which he or she wishes to transfer.
- (b) If a shooter changes club affiliation during the year then he or she must remain affiliated with the club to which he or she has transferred for the remainder of the year.

### **39. TRANSITIONAL PROVISIONS**

- 39.1 All persons who were individual members or officials of Member States prior to the time of approval of these Rules under the Act, shall be deemed Registered Shooters or Officials from the time of approval of these Rules under the Act, and entitled to such benefits as are conferred on them by the Association, whether directly or indirectly.
- 39.2 All persons who were, or were to become, Executive Committee members or State delegates of the Association prior to approval of these Rules under the Act shall, unless these positions have otherwise terminated, hold the corresponding positions of Executive Committee members and State Delegates of the Association from the time of approval of these Rules under the Act.
- 39.3 All parties which were affiliated clubs or state associations prior to the time of approval of these Rules under the Act, shall be deemed Member Clubs or Member States respectively from the time of approval of these Rules under the Act and are entitled to such benefits as are conferred on them by the Association whether directly or indirectly.
- 39.4 The Executive Committee members (including the President) of the Association in office prior to approval of these Rules under the Act shall, unless their positions are otherwise terminated, continue in those positions until the next General Meeting following such approval, and thereafter the positions of the Executive Committee members shall continue, be filled, vacated and otherwise dealt with in accordance with these Rules.

ANNEXURE 1

APPLICATION FOR MEMBERSHIP – MEMBER STATE/CLUB  
AUSTRALIAN CLAY TARGET ASSOCIATION INCORPORATED ("ASSOCIATION")

I, ..... a duly authorised officer  
of ..... (“applicant”)  
of .....  
.....

hereby apply (on behalf of the applicant) for acceptance of the applicant as a Member State/Member Club of the Association.

In the event of admission as a Member State/Member Club, the applicant agrees to be bound by the Purposes, Rules, Regulations, policies and directives of the Association for the time being in force.

(Signed for and on behalf of the Applicant by a duly authorised officer) .....

(Date) .....

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**APPOINTMENT NOTICE**

At a meeting of .....  
on ..... it was resolved that in the event of acceptance as a Member  
State/Member Club ..... (representative) of .....  
..... (representative’s address)  
be the State/Club Delegate at General Meetings of the Association.

(Signature of duly authorised officer of applicant) .....

(Title of duly authorised officer) .....

(Signature of representative, signifying consent) .....

(Date) .....

ANNEXURE 2

APPOINTMENT OF PROXY  
AUSTRALIAN CLAY TARGET ASSOCIATION INCORPORATED ("ASSOCIATION")

I, ..... of .....

being a duly authorised Club Delegate of an Member Club of the Association hereby

appoint ..... of .....

.....

as my proxy to vote for me on behalf of my Member Club at the General Meeting of the Association (annual general meeting or special general meeting, as the case may be) to be held on

the ..... day of .....

..... and at any adjournment

of that meeting.

My proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details).

.....  
.....  
.....  
.....  
.....

I confirm that any Member Club has authorised me (as Club Delegate) to vote in the manner in which I have authorised my proxy to vote.

.....  
(signed)

.....  
(date)

- Note: (1) General proxies are not acceptable. Proxy must be specific.  
(2) A Voting Member/Individual Member holding proxy votes is limited under the Rules to the amount of proxy votes he or she can hold. The limit is 5 votes per resolution.