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LOGAN CITY RECREATIONAL AND SPORTING CLUB INC.

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LOGAN CITY RECREATIONAL AND SPORTING CLUB INC.

(An Association duly incorporated pursuant to the provisions of the Associations Incorporation Act Qld. 1981)

RULES

NAME OF ASSOCIATION

- 1.0 The name of the incorporated association shall be LOGAN CITY RECREATIONAL AND SPORTING CLUB INCORPORATED (in these Rules called "the Association")

OBJECTS OF THE ASSOCIATION

- 2.0 The objects for which the Association is established are:
- 2.1 to advance and promote all recreational and sporting pursuits (including lawn bowls and rugby league) as the Management Committee may decide from time to time;
 - 2.2 to provide the best standard of facilities for members for the social sporting and recreational activities;
 - 2.3 to provide, develop and promote such activities as from time to time are deemed appropriate to provide good fellowship between members of the Association, their guests and guests of the Association or any Section thereof;
 - 2.4 to promote such sports, games, amusements and recreations as the Association deems expedient for the benefit of its members and their guests;
 - 2.5 to provide for members and guests a social and sporting club with all usual facilities including licensed premises for liquid and other refreshments, libraries and provision for sporting, musical and educational activities and social activities;
 - 2.6 to carry on all such lawful activities as may be necessary or convenient for the purpose of the Association;

POWERS OF THE ASSOCIATION

3.0 The powers of the Association are:

- 3.1 To subscribe to, become a member of and co-operate with any other association, club or organization, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of rule 27.9;
- 3.2 In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises;
- 3.3 To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connexion with, any of the objects of the Association; Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall deal only with the same in such manner as is allowed by law having regard to such trusts;
- 3.4 To enter into any arrangements including liquor and gaming machine licences 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; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- 3.5 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons upon terms and conditions including the establishment and support of funds or conveniences calculated to benefit employees and dependants as may be necessary or convenient for the purposes of the Association;
- 3.6 To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects;
- 3.7 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvements, maintenance, development, working, management, carrying out, alteration or control thereof;
- 3.8 To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit;
- 3.9 To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;

- 3.10 In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- 3.11 To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft commercial bill facility or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien, guarantee or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay-off any such securities AND no lender shall be concerned to enquire into the necessity for any such borrowing or the application of the money borrowed;
- 3.12 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments and to open any account or accounts with any bank or banks or financial institutions for the purposes herein and to deposit moneys therein and to operate thereon as thought fit and to authorise other persons to operate on any bank account or sign as aforesaid;
- 3.13 In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- 3.14 To 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 of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;
- 3.15 To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Associations but subject always to the proviso in rule 3.4;
- 3.16 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- 3.17 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- 3.18 In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit 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 or by virtue of rule 27.9;
- 3.19 In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;

- 3.20 In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- 3.21 To make donations for patriotic, charitable or community purposes;
- 3.22 To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- 3.23 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

MEMBERS

- 4.1 The membership of the Association shall consist of:

- (a) Ordinary Members;
- (b) Junior Members
- (c) Life Members

- 4.2 **Ordinary Members:-**

- (a) shall be natural persons who have attained the age of 18 years;
- (b) may vote and hold office;
- (c) may enjoy all other privileges of membership bestowed by the Management Committee from time to time.

- 4.3 **Junior Members:-**

- (a) shall be natural persons who have attained the age of 12 years but not 18 years of age;
- (b) shall not be entitled to vote or hold office;
- (c) shall not be allowed under any circumstances to obtain, consume or be served alcoholic beverage or participate in any form of gambling or use gaming machines contrary to law from or on the Association's premises;

4.4 Life Members:-

- (a) shall be Ordinary Members who, by secret ballot, are elected by special resolution of at least 75% of members present and entitled to vote at any Annual General Meeting in recognition of outstanding contribution or services to the Association;
- (b) shall be exempt from payment of Annual Membership Subscription only but shall still be required to pay all other fees and charges;
- (c) may vote and hold office;
- (d) may have Life Membership revoked by special resolution of at least 75% of members present and entitled to vote at any general meeting.

MEMBERSHIP APPLICATION

5.1 Existing Members

Every person who prior to the adoption of these Rules was a Social Member of the Association shall be deemed to be an Ordinary Member.

5.2 New Applications

Every applicant for any class of membership of the Association must apply in the form decided by the Management Committee. In deciding this, the Management Committee can include direction about:

- (a) the form of the application;
- (b) the person to whom the application is made;
- (c) whether the applicant requires to be proposed and seconded by the existing members;
- (d) the fees which must accompany the application.

MEMBERSHIP FEES

6.1 Amount

The annual fees for each class of Membership shall be as determined by the Management Committee from time to time.

6.2 Unfinancial Status

Any member who fails to renew membership by payment of the prescribed fee by the close of the financial year or such other date determined by the Management Committee shall be deemed unfinancial and whilst unfinancial shall not have any entitlement to the usual membership rights including the right to vote or hold office. Any person deemed unfinancial pursuant to this clause may be required, at the discretion of the Management Committee, to re-apply for membership and may also be subject to payment of any prescribed joining fee.

6.3 Discretion as to Fees

The Management Committee may at its discretion charge a lesser joining fee and/or membership fee to persons in the case of special circumstances or financial hardship.

ADMISSION AND REJECTION OF MEMBERS

7.1 Notice of Application

Notice of all applications shall be:-

- (a) placed on the Association's Notice Board provided for such purpose and displayed for at least fourteen [14] days inviting objections (if any) from members;
- (b) recorded in a Proposed Members Register in order of receipt;

7.2 Interview

Applicants shall submit to an interview if required by a committee appointed for that purpose, which committee shall make recommendations as to the application.

7.3 Consideration

At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership and the recommendation (if any) of the committee pursuant to rule 7.2, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.

7.4 Acceptance

Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.

7.5 Notice of Acceptance or Rejection

Upon the acceptance or rejection of an application for any class of membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

7.6 Decision Final

The Management Committee shall not be obliged to publish any reason for such acceptance or rejection and its decision shall be final.

TERMINATION OF MEMBERSHIP

8.1 Resignation by Member

A member may resign as a member at any time by giving notice in writing to the secretary. Such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date. Resignation by a member does not affect that member's obligation to pay any membership fees or other monies outstanding at the date of resignation.

8.2 Suspension or Termination by Management Committee

If a member -

- (i) is convicted of an indictable offence; or
- (ii) fails to comply with any of the provisions of these Rules and a complaint in writing is made to the Secretary; or
- (iii) failed to make full and truthful disclosure of all membership application requirements;
- (iv) has membership fees in arrears for a period of two months or more; or
- (v) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association;

The Management Committee shall consider whether membership shall be suspended for a period not exceeding six [6] months or terminated.

8.3 Code of Conduct may be considered

In deciding this the Management Committee may take into consideration inter alia that members agree as follows that:-

- (a) members are to conduct themselves at all times in a manner befitting ladies and gentlemen bringing credit to themselves and the Association;
- (b) members must not interfere with the quiet and peaceful enjoyment of other members and guests;
- (c) members may not create disturbance by unruly argument fighting or the use of foul or unwarranted language;
- (d) members must not be so intoxicated as to be not in control of one's faculties and must not be under the influence of prohibited or illegal drugs;
- (e) members are not to make or publish any statement in relation to the affairs of the Association without prior approval of the Management Committee;
- (f) members are to obey all lawful directions of the Secretary/Manager or other person being in charge of or having control of the Association's premises and particularly having responsibility for liquor and gaming machine licence requirements.
- (g) members are to be free of indebtedness to and not under an order or notice of suspension from any other Club or Sporting Association.

8.4 Natural Justice to be observed

The member concerned shall be given a full and fair opportunity of presenting his case provided that the member shall not be permitted to be represented by a barrister, solicitor or other legally qualified advocate or agent. If the Management Committee resolves to suspend or terminate his membership it shall instruct the secretary to advise the member in writing accordingly and all privileges of membership shall forthwith cease, save for the right of appeal in Rule 9.1.

APPEAL AGAINST SUSPENSION OR TERMINATION OF MEMBERSHIP

9.1 Time Limit

A person whose membership has been terminated or suspended may within fourteen [14] days of receiving written notification thereof, lodge with the secretary written notice of his intention to appeal against the decision of the Management Committee.

9.2 Determination of Appeal

Upon receipt of a notification of intention to appeal against suspension or termination of membership the secretary shall convene, within twenty-eight (28) days of the date of receipt by him of such notice, a general meeting to determine the appeal. At any such meeting the member shall be given the opportunity to fully present his case and the Management Committee or those members thereof who terminated or suspended the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the vote of the members present at such meeting.

REGISTER OF MEMBERS

10.1 Members Register

The Management Committee shall cause a Members Register to be kept in which shall be entered the names date of birth and residential addresses of all persons admitted to membership of the Association and the dates of their admission.

10.2 Particulars

Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.

10.3 Open for Inspection

The Register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

MANAGEMENT COMMITTEE

MEMBERSHIP OF MANAGEMENT COMMITTEE

11.1 Number

The Management Committee of the Association shall consist of:

- 1) a Club Chairman, a Deputy Club Chairman, and not more than five other members.

11.2 Annual Retirement

At the annual general meeting of the Association, all the members of the Management Committee for the time shall retire from office, but shall be eligible upon nomination for re-election.

11.3 Election at General Meetings

The election of officers and other members of the Management Committee shall take place in the following manner:-

- (a) Any two financial Ordinary or Life Members of the Association shall be at liberty to nominate any other eligible member to serve as an officer or other member of the Management Committee;
- (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the secretary at least fourteen days before the annual general meeting at which the election is to take place;

- (c) A list of the candidates names in alphabetical order, with the proposers and seconders names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven [7] days immediately preceding the annual general meeting.
- (d) Candidates for the Management Committee shall be elected by the members present and entitled to vote at the Annual General Meeting;
- (g) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

RESIGNATION OR REMOVAL FROM MANAGEMENT COMMITTEE

12.1 Resignation

Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the secretary but such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date.

12.2 Removal

Any member of the Management Committee may be removed from office by special resolution at a general meeting of the Association convened for that purpose upon at least twenty-one [21] days notice to members where that member shall be given the opportunity to fully present his case personally either in writing or orally but without legal or other representation. The question of removal shall be determined by the vote of the members present at such a general meeting.

12.3 Compulsory Vacancy

The office of a member of the Management Committee becomes vacant if the member:

- (a) ceases to be a financial member of the Association by virtue of these Rules or by virtue of the Act;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) becomes prohibited from being a member of the Management Committee by reason of any order made under the Act or becomes prohibited from managing a corporation by reason of any order made under the Corporations Law;
- (d) 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;
- (e) for more than six consecutive weeks or three consecutive meetings is absent without permission of the Management Committee from meetings of the Management Committee held during that period;

- (f) holds any other office of profit under the Association; or
- (g) is directly or indirectly interested in any contract or proposed contract with the company and fails to declare the nature of his or her interest in the manner required by the Act.

VACANCIES ON MANAGEMENT COMMITTEE

13.1 Power to Fill Casual Vacancy

The Management Committee shall have power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next annual general meeting PROVIDED that in the event of a casual vacancy for Club Chairman the Deputy Club Chairman or failing the Deputy Club Chairman one of the existing Management Committee persons shall be appointed in his place.

13.2 Power to Continue to Act Despite Vacancy

The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of the Association, but for no other purpose.

FUNCTIONS OF THE MANAGEMENT COMMITTEE

14.1 Functions

Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any general meeting the Management Committee

- (a) shall have the general control and management of the administration of the affairs, property and funds of the Association; and
- (b) shall appoint any person to act as Secretary of the Association; and
- (c) shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent provided that interpretation is reduced to writing and recorded in the Minute Book of the proceedings of the Management Committee.

14.2 Limitation of Functions

The Management Committee may exercise all the powers of the Association.

MEETINGS OF MANAGEMENT COMMITTEE

15.1 Regular Meetings

The Management Committee shall meet upon seven [7] days notice at least once every calendar month to exercise its functions.

15.2 Adjournment of Meetings

If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to 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 Management Committee 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 shall lapse.

15.3 Proceedings

Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.

15.4 Quorum

At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last general meeting of the members, shall constitute a quorum.

15.5 Conflict of Interests

A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

15.6 Chairing of Meetings

The Club Chairman shall preside as chairman at every meeting of the Management Committee, or if there is no Club Chairman, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, a Deputy Club Chairman shall be chairman or if a Deputy Club Chairman is not present at the meeting then the members may choose one of their number to be chairman of the meeting.

15.7 Special Meetings

A special meeting of the Management Committee shall be convened by the secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the general nature of the special business to be transacted.

15.8 Notice for Special Meetings

Not less than one day's notice shall be given by the secretary to members of the Management Committee for a special meeting of the Management Committee. Such notice shall clearly state the general nature of the special business to be discussed.

SUB-COMMITTEES OF THE ASSOCIATION

16.1 Delegation of Powers

The Management Committee may delegate any of its powers to a sub committee consisting of such members of the Association as the Management Committee thinks fit unless such powers and duties are expressly reserved to the Management Committee. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.

16.2 Chairing of Sub-Committee Meetings

A sub-committee may elect a Sub-committee Chairman of its meetings. If no such Sub-committee Chairman is elected, or if at any meeting the Sub-committee Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.

16.3 Conduct of Sub-Committee Affairs

A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

SUB-SECTIONS OF THE ASSOCIATION

Formation of sections and sub-sections

17.1

The Management Committee may create Sections and Sub-Sections of the association upon the receipt of a written application or request from financial members of the Association interested in forming such Sections or Sub-Sections of the Association within or outside the premises of the Association.

17.2

The Management Committee, upon receiving a written application for request seeking approval to form Sections or Sub-Sections within the Association from members eligible to do so, shall cause the Secretary within [2] days of same to display on the Notice Board for a period of [14] days Notice stating:-

- (a) the date the notice was placed upon the Notice Board;
- (b) the proposed formation of the Sections or Sub-sections;
- (c) the purpose or purposes as stated in the written application or request for forming the proposed Sections or Sub-Sections;
- (d) the proposed assistance, financial facilities or otherwise sought from the Association in the application or request for formation of the proposed Sections or Sub-Sections;
- (e) that written submissions or objections to the proposed formation of the Sections or Sub-Sections must be made to the Association, and will only be received by the Association for a period of fourteen [14] days of the date of the Notice being placed on the Notice Board.
- (f) At the next meeting of the Management Committee immediately after the closing of submissions and objections the Management Committee shall consider the application and any submissions made in relation to it and upon reaching a decision regarding the formation of the Sections or Sub-Sections notice of the management Committee's final decision shall be placed upon the Notice Board.

Membership and Management of Sections and Sub-Sections

17.3

The membership of each and every Section and Sub-Section of the Association shall be restricted to financial members of the Association.

17.4

Each member of the Section and Sub-Section shall be responsible for any supplementary contribution.

17.5

Each Section and Sub-Section may adopt a name distinctive to such Section and Sub-Section, provided that it meets with the approval of the Management Committee and is described as a Section or Sub-Section of the Association.

17.6

Each approved Section or Sub-Section may become affiliated with the body controlling their particular sport in the State of Queensland and each member will pay the affiliation fee.

17.7

Each Section and Sub-section shall manage its own affairs within the Rules and By-laws of the association.

17.8

Each Section and Sub-Section shall make regular written reports to the Management Committee together with all minutes of the meetings held by the Section and Sub-Section.

17.9

Each Section and Sub-Section shall present to the Management Committee by the 31st May each year a complete program of their activities and events for the forthcoming financial year together with a budget to cover the expenses of their program.

17.10

Only members of a Section or Sub-Section may participate in the meetings of the Section or Sub-Section and vote at meetings of the Section or Sub-Section, however the Management Committee of the Club or members entitled to attend and vote at a General Meeting of the members of the Club may appoint a person or persons to participate in the meetings of a Section or Sub-Section, the person or persons appointed under this Clause shall however not be entitled to vote at any meetings of the Section or Sub-Section unless they are also members of the Section or Sub-Section.

17.11

Any disciplinary action taken by the Section or Sub-Section in respect to any member of the Section or Sub-Section shall at once be reported to the Management Committee together with the reasons thereof and with a recommendation as to further action (if any) to be taken by the management Committee.

VALIDITY OF ACTS & RESOLUTIONS

18.1 Acts

All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

18.2 Resolutions

A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

18.3 Teleconference Meeting of Management Committee

- (a) For the purpose of these articles the contemporaneous linking together in oral communication by telephone, audio-visual or other instantaneous means ("Telecommunication meeting") of a number of the members of the Management Committee not less than a quorum is deemed to constitute a meeting of the Management Committee. All the provisions of these rules relating to a meeting of the Management Committee apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this rule. The following provisions apply to a telecommunication meeting:
 - (1) all the members for the time being entitled to receive notice of a meeting of the Management Committee are entitled to notice of a telecommunication meeting;
 - (2) all the members participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
 - (3) notice of the meeting may be given on the telephone or other electronic means;
 - (4) each of the members taking part in the meeting must be able to hear and be heard by each of the other members taking part at the commencement of the meeting and each member so taking part is deemed for the purposes of these articles to be present at the meeting; and
 - (5) at the commencement of the meeting each member must announce his or her presence to all the other members taking part in the meeting.
- (b) If the secretary is not present at a telecommunication meeting one of the members present must take minutes of the meeting.
- (c) A member may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that member has previously notified the chairperson of the meeting.
- (d) A member is conclusively presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that member has previously obtained the express consent of the chairperson to leave the meeting.

- (e) A minute of the proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

GENERAL MEETINGS

ANNUAL GENERAL MEETINGS

19.1 Time of Meeting

The annual general meeting shall be held within three months of the close of the financial year at such time and place as the Management Committee may determine.

19.2 Order of Business

The business to be transacted at every annual general meeting shall be -

- (a) the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the association for the preceding financial year;
- (b) the receiving of the auditor's report upon the books and accounts for the preceding financial year;
- (c) appointment of Patron (if applicable);
- (d) the election of members of the Management Committee; and
- (e) the appointment of an auditor (if applicable);
- (f) appointment of Life Members (if applicable);
- (g) special resolutions (if any);
- (h) general business.

SPECIAL GENERAL MEETINGS

- 20. The secretary shall convene a special general meeting -

- (a) when directed to do so by the Management Committee; or
- (b) on the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than thirty (30) Ordinary Members of the Association entitled to vote. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat PROVIDED ALWAYS that any such special general meeting convened shall not have a valid quorum unless there shall be present, without derogating from the provisions of Rule 21.2,:-
 - 1) in the case of a meeting requisitioned by members of the Management Committee, at least those Management Committee Members who requisitioned such meeting; or
 - 2) in the case of a meeting requisitioned by Ordinary Members at least thirty (30) of such Ordinary Members who requisitioned such meeting; or
- (c) on being given a notice in writing of an intention to appeal against the decision of the Management Committee to terminate or suspend the membership of any person.

CONDUCT OF GENERAL MEETINGS

21.1 Required Notice

- (a) The secretary shall convene all general meetings of the Association by giving not less than 21 days notice (exclusive of the day on which the notice is given or deemed to be given and the day for which the notice is given) of any such meeting to the members of the Association. This requirement is subject to where the Act:
 - (1) requires that more than twenty-one [21] clear days' notice be given; and
 - (2) allows shorter notice to be given by agreement.
- (b) A notice of a general meeting must include details of the place and time of the meeting. In the case of special business, the notice must include details of the general nature of the special business.
- (c) *Notice of every general meeting must be given in the manner required by the Act.*
- (d) No other person is entitled to receive notice of general meetings.
- (e) The placing of a notice on the Notice Board and the insertion of at least two (2) public notices in a newspaper published or circulated in Logan City shall be deemed due notice of any General Meeting to any Member entitled to receive notice.

21.2 Quorum Number

At any general meeting the number of members required to constitute a quorum shall be thirty (30) subject always to the requirements of Rule 20(b) if applicable.

21.3 Quorum Present

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

21.4 Compulsory Lapsing or Adjournment of Meeting

If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to 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 Management Committee 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 members present shall be a quorum.

21.5 Adjournment by Consent

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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

21.6 Order and Conduct

The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.

VOTING AT GENERAL MEETINGS

22.1 Majority Resolution

Every question, matter or ordinary resolution shall be decided by a majority of votes of the members present;

22.2 Casting Vote of Chairman

Every member present shall be entitled to one vote and in the case of an equality of votes the Chairman shall not have a second or casting vote and the question shall be deemed to be decided in the negative; Provided that no member shall be entitled to vote at any general meeting if the member is deemed unfinancial;

22.3 Ballot - Show of Hands or Secret

Voting shall be by the show of hands or a division of members, unless not less than one fifth of the members present or the Club Chairman demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two or more members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting of which the ballot was demanded.

22.4 Voting in Person Only

A member may vote in person and not by proxy or by attorney, and on a show of hands every person present who is a member shall have one vote and in a secret ballot every member present in person shall have one vote;

RECORDS OF GENERAL MEETINGS AND MANAGEMENT COMMITTEE MEETINGS

23.1 The secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that inspection.

23.2 For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy.

23.3 Similarly, the minutes of every general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general meeting: Provided that the minutes of any annual general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general meeting or annual general meeting.

BY-LAWS

24. The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may

be set aside by a general meeting of members.

ALTERATION OF RULES

25. Subject to the provisions of the Associations Incorporation Act 1981, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting: Provided that no such amendment, rescission or addition shall be valid unless the same shall have been previously submitted to and approved by the *Office of Fair Trading, Brisbane or such other Crown Office* having the appropriate authority in terms of the said Act.

COMMON SEAL

26. The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall be used only by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

FUNDS AND ACCOUNTS

27.1 Banking of Funds

The funds of the Association shall be deposited in the name of the Association in such banks or financial institutions as the Management Committee may from time to time direct.

27.2 Proper Records

Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of a like nature.

27.3 Prompt Depositing of Funds

All moneys shall be deposited as soon as practicable after receipt thereof.

27.4 Cheques - Form

Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open.

27.5 Petty Cash

The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.

27.6 Approval or Ratification of Expenditure

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

27.7 Financial Statements

As soon as practicable after the end of each financial year the Secretary shall cause to be prepared a statement containing particulars of -

- (a) the income and expenditure for the financial year just ended; and
- (b) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.

27.8 Audit Report

- (a) All such statements shall be examined by one or more Auditors who shall present a report upon such audit to the secretary prior to the holding of the annual general meeting next following the financial Year in respect of which such audit was made.
- (b) The Auditor of the Association must be appointed by the members provided that no person may be appointed Auditor unless that person is a member of the Institute of Chartered Accountants in Australia or the Australian Society of Accountants or is a registered Public Accountant in the State of Queensland and provided that no person who is a member of the Management Committee or member of the staff of the Association may be appointed Auditor.
- (c) The Auditor holds office until its successor is appointed. The Auditor is eligible for re-appointment.
- (d) The Management Committee must fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor may act.
- (e) The Management Committee may fix the remuneration of the Auditor.

27.9 Application of Funds

The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Association or otherwise owing by the Association to him or of remuneration to any officers or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

DOCUMENTS

28. The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Association.

FINANCIAL YEAR

29. The financial year of the Association shall close 30 June in each year.

WINDING UP

30. If the Association shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit 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 under or by virtue of rule 27,9, such institution or institutions to be determined by the members of the Association provided that such institution is approved by the Commissioner of Taxation as an institution referred to in Section 23 of the Income Assessment Act.

INDEMNITY & INSURANCE

31.1 Indemnity

To the extent permitted by the law, the Association indemnifies:

- (a) every person who is or has been an officer of the Association; and
 - (b) where the Management Committee considers it appropriate to do so, any person who is or has been an officer of a related association or Club or any Section of the Association;
- against any liability incurred by that person in his or her capacity as an officer of the Association or of the related Section or Association or Club (as the case may be):
- (c) to any other person (other than the Association) unless the liability arises out of conduct involving a lack of good faith; and
 - (d) for costs and expenses:
 - (1) in defending proceedings, whether civil or criminal in which judgment is given in favour of the person or in which the person is acquitted; and
 - (2) in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the law.

31.2 Insurance

The Association may, where the Management Committee considers it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Association against liabilities incurred by the person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Association or any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome.

31.3 No Conflict

Despite anything in these Rules a member of the Management Committee is not precluded from voting in respect of any Contract or proposed Contract of Indemnity or Insurance, merely because the Contract indemnifies or insures or would indemnify or insure the member against a liability incurred by the person as an officer of the Association or of a related section of the Association.

DEFINITIONS & INTERPRETATION

32.1 Definitions

- (a) "RQBA" means the Royal Queensland Bowls Association;
- (b) "QLBA" means the Queensland Ladies Bowling Association Incorporated;
- (c) "DBA" means the relevant District Bowls Association as the case may be (RQBA and QLBA);
- (d) "LCMBC" means the Section of the Association called Logan City Men's Bowls Club;
- (e) "LCLBC" means the Section of the Association called Logan City Ladies Bowling Club;
- (f) "bowler" means a person who has undertaken and completed the coaching as required by the appropriate controlling body and who pays a capitation (registration) fee to the appropriate controlling body;
- (g) "controlling body" means a body as defined by The Laws of the Game of Lawn Bowls as having immediate control of the conditions under which a game or match of the game of bowls is played;
- (h) "secretary" shall be taken to mean the secretary and/or the secretary/manager where applicable or appropriate;