



**Sporting Shooters
Association of Australia**
South Australia

Constitution

Sporting Shooters' Association of
Australia (South Australia) Incorporated

Association Incorporation Number A7961

SSAA SA Inc Constitution v12a

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Table of Contents

1.	NAME AND NATURE.....	4
2.	DEFINITIONS	4
3.	AIMS AND OBJECTIVES	6
4.	POWERS	7
5.	MEMBERSHIP	8
6.	AFFILIATION	11
7.	CLUB DELEGATES	13
8.	ANNUAL GENERAL MEETINGS	14
9.	CHAIRMAN AT MEETINGS	16
10.	VOTING AND BALLOTS	16
11.	SPECIAL GENERAL MEETINGS	17
12.	CORPORATE POWERS	18
13.	COMPOSITION OF THE COUNCIL	18
14.	RESPONSIBILITIES OF COUNCIL	18
15.	MOTION OF NO CONFIDENCE	18
16.	COUNCIL - QUORUM	19
17.	RESCISSION OF MOTIONS	19
18.	COUNCIL - CASUAL VACANCIES	19
19.	HOLDING OF MEETINGS AND NOTICES	19
20.	POSTAL BALLOT	19
21.	EXECUTIVE COMMITTEE	20
22.	PRESIDENT RESPONSIBILITIES AND TENURE.....	20
23.	VICE-PRESIDENTS	20
24.	IMMEDIATE PAST PRESIDENT.....	21
25.	SECRETARY.....	21
26.	TREASURER.....	22
27.	PUBLIC OFFICER.....	22
28.	MEMBER PROTECTION INFORMATION OFFICER (MPIO)	23
29.	FINANCE.....	23
30.	BY-LAWS	24
31.	RIGHTS AND OBLIGATIONS OF MEMBERS.....	25
32.	DUTY TO NOTIFY CHANGE OF ADDRESS AND OFFICE BEARERS	26
33.	DISCIPLINARY ACTIONS	26
34.	APPEALS ARISING FROM CLUB PROCEDURES - CLUBS APPEAL BOARD.....	27
35.	THE ONLY CONSTITUTION OF THE ASSOCIATION.....	28
36.	APPLICATION OF PROPERTY, ASSETS AND INCOME.....	29
37.	FAILURE OF THE ASSOCIATION.....	29
38.	AUTHORISATION TO BORROW MONIES	30

39. THE COMMON SEAL OF THE ASSOCIATION.....31

40. NAME, EMBLEMS AND GOODWILL OF THE ASSOCIATION.....32

41. INTERPRETATIONS AND AUTHORITIES32

1. NAME AND NATURE

- 1.1. The name of the Association is the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (South Australia) INCORPORATED, hereinafter referred to as “the Association” or the “SSAA (SA)”.
- 1.2. The Sporting Shooters' Association of Australia (South Australia) Incorporated is a Not for Profit Association.
- 1.3. The Association is bound by Section 25 of the *Associations Incorporations Act 1985* (SA).

Office Location

- 1.4. The office of the Association shall be at Adelaide or such other place or places in the State of South Australia as may be determined at General Meeting.

Adherence to the Constitution of SSAA National

- 1.5. As a constituent part of the SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA INCORPORATED the Association accepts and adheres to the Constitution of that body except where there shall be any inconsistency and in such case this Constitution or any matter or thing done pursuant to this Constitution shall prevail.

2. DEFINITIONS

- 2.1. In the Constitution unless inconsistent with the context, the masculine includes the feminine, the singular, the plural, and vice versa and the following words and expressions shall have the meanings set out against them. His, Her and Chairman in the text means the gender equivalent and is not gender specific.
- 2.2. In the Constitution:
 - “**Act**” means the *Associations Incorporations Act 1985* (SA) as amended or substituted from time to time and any regulations made thereunder.
 - “**affiliation**” has the meaning given in clause 6.1.
 - “**Association**” has the meaning given in clause 1.1.
 - “**By-Laws**” has the meaning given in clause 30.

“**Club**” or “**Member Club**” means a shooting or otherwise eligible Club which is an incorporated entity, and has, pursuant to clause 5.2, been admitted to Membership of the Association and agrees to be bound by the Constitution.

“**Club’s Appeal Board**” has the meaning given in clause 34.

“**Club Delegates**” means up to two (2) representatives nominated by a Club to sit on the Council of the Association.

“**Committee of Management**” means the people appointed pursuant to clause 7 to be the Clubs Delegates who meet at Council.

“**Constitution**” means this Constitution, as and if amended and in force from time to time. Also referred to herein as ‘the Constitution’ or ‘this Constitution’.

“**Council**” has the same meaning given in clause 13 and means the Committee of Management and the Executive Committee sitting jointly.

“**disciplinary action**” has the meaning given in clause 33.3.

“**Disciplinary Committee**” has the meaning given in clause 33.1.

“**Executive Committee**” means the office holders set out in clause 21, namely the President, Senior Vice President, Junior Vice President, Treasurer, Secretary, Immediate Past President, and two (2) Council Members.

“**financial year**” means 1 October to 30 September.

“**General Meeting**” means any general meeting of the Association including the Annual General Meeting and any Special General Meetings. “**Honorary**

Membership” has the meaning given in clause 5.21.

“**Individual**” or “**Individual Member**” means all Members of the Association who are natural persons and reside in South Australia and are bound by the Constitution. Those Individual Members who are Members of Clubs, are also bound by the Club’s Constitution.

“**Life Membership**” has the meaning given in clause 5.16.

“**Member**” means an Individual or Club that meets the criteria in clause 5 and agrees to be bound by the Constitution.

“**MPIO**” means the Member Protection Information Officer at clause 28.

“**Office Bearers**” means the Executive.

“**ordinary resolution**” means a resolution passed at a meeting by simple majority.

“**patron**” has the meaning given in clause 5.24.

“**senior delegate**” has the meaning given in clause 7.5.

“special resolution” means a resolution passed at a meeting by not less than 75% present and voting;

“sporting shooter” means law abiding shooters including hunting, target shooting, archery, working gundogs and firearm collecting and who are Members of the Association.

"SSAA National" means Sporting Shooters' Association of Australia Incorporated, of which the Association is a Member.

“SSAA (SA)” means Sporting Shooters' Association of Australia (South Australia) Incorporated and is the State of South Australia representative on the SSAA National.

“sport” means the sport including lawful hunting, target shooting, archery, working gundogs and firearm collecting.

“Range” means an area for the promotion and conduct of the shooting sports.

3. AIMS AND OBJECTIVES

3.1. The objectives for which the SSAA (SA) is established are to:

- 3.1.1. the achievement and maintenance of a favourable environment for field and target shooting in Australia and its territories;
- 3.1.2. seek improvements in the laws pertaining to firearms, and to support or oppose proposed amendments to the existing legislation;
- 3.1.3. seek improvement in the laws relating to wildlife (indigenous and introduced) and support or oppose proposed amendments to existing legislation;
- 3.1.4. advocate and undertake game conservation and the legal recognition of game animals (indigenous and introduced);
- 3.1.5. provide help and education for all eligible people in the art of shooting, safe
- 3.1.6. handling of firearms, secure storage of firearms, field etiquette and the knowledge of the laws relative to shooting;
- 3.1.7. raise the sporting shooter in public esteem by promotion of a better understanding between the media, public, land holders, and sporting shooters;
- 3.1.8. encourage all hunters and shooters to abide by a strict code of ethics;
- 3.1.9. promulgate, in the interests of safety, secure storage, knowledge and information of firearms and ammunition;
- 3.1.10. establish Clubs of the Sporting Shooters Association of Australia (South Australia) Inc having objectives altogether or in part similar to the

- Association, in target shooting, competition, hunting, collecting, firearm related activities and other related activities as approved by the Council;
- 3.1.11. do all things necessary to ensure the good name and reputation of the Association and the sport are maintained and not brought into disrepute through acts and omissions of its Members;
 - 3.1.12. adjudicate any disputes contemplated by clauses 33 and 34;
 - 3.1.13. represent SSAA (SA) at all the meetings of SSAA National;
 - 3.1.14. do all other things as are conducive or incidental to the attainment of the aims and objectives and the exercise of the powers of the Association.

4. POWERS

- 4.1. To implement the aims and objectives of the Association, the Association shall also be deemed to have the following powers:
 - 4.1.1. the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of or using any real or personal property that may be deemed necessary or convenient in order to further the aims, objectives and purposes of the Association;
 - 4.1.2. the buying, selling and supplying of, and dealing in goods or specified goods which may be deemed necessary or convenient in order to further the aims, objectives and purposes of the Association;
 - 4.1.3. the construction, maintenance, and alteration of buildings or works necessary or convenient in order to further the aims, objectives and purposes of the Association;
 - 4.1.4. the granting of moneys to Clubs or other approved bodies to further the aims, objectives and purposes of the Association.
 - 4.1.5. the accepting of any gift, whether subject to a special trust or not, for any one or more of the aims, objectives and purposes of the Association;
 - 4.1.6. the taking of such steps from time to time as the Council in general meeting may deem expedient for the procuring of funds for the Association, by way of donations, subscriptions, grants or otherwise;
 - 4.1.7. the printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Committee of Management in general meeting may think desirable for the promotion of the aims, objectives and purposes of the Association;

- 4.1.8. the borrowing and raising of money in such manner and on such terms as the Committee of Management may think fit or as may be approved or directed by resolution passed at a general meeting;
- 4.1.9. securing the re-payment of money so raised or borrowed or the payment of a debt or liability of this Association by giving mortgages, charges or securities upon or over all or any of the real or personal property of the Association;
- 4.1.10. the making of gifts, subscriptions, or donations;
- 4.1.11. the establishment or support, or the aiding in the establishment and support, of Associations, institutions, funds, trusts, schemes, and conveniences calculated to benefit the Association;
- 4.1.12. the granting of salary, contract or honoraria;
- 4.1.13. the granting of allowances or other benefits to servants or past servants of the Association and the making of payments towards insurance in relation to any of those purposes;
- 4.1.14. the establishment or support of any other Association or Club, formed for any of the basic aims, objectives and purposes of the Association, to which the Council may be agreeable;
- 4.1.15. the doing of all things as are incidental or conducive to the attainment of the basic aims, objectives and purposes of the Association;
- 4.1.16. to hear and determine certain matters eligible for the imposition of disciplinary action pursuant to clauses 33 and 34, in the first instance and on appeal; and
- 4.1.17. all powers conferred by Section 25 of the Act.

5. MEMBERSHIP

- 5.1. Membership will be available to Clubs and Individuals resident in South Australia who share the aims and objectives of the Association.

Club Membership

- 5.2. Club Membership will not be available to individual persons, but will be available only to Clubs that agree to abide by the Constitution of the Association as amended from time to time and whose primary aims and objectives are acceptable to the Association.
 - 5.2.1. It is a condition of Membership that the Constitution of every Club is approved by the SSAA (SA) and contains a clause that the Club and its Members will act in the best interests of the sport and the Association. No

- Member Club shall re-draft or amend its Constitution nor shall any amendment or re-draft of a Constitution be submitted to the regulatory authority without first obtaining the approval of the Association.
- 5.2.2. Failure to comply with the requirements of Sub-Clause 5.2.1. will render any amendments made without approval by the Association void or the Club's Membership subject to disciplinary action, which may include suspension or expulsion of the Club.
53. Subject to Sub-Clause 5.4, Clubs may be accepted from time to time by the Council of the Association. It is at the sole discretion of the Council whether to admit the Club as a Member.
54. Before acceptance as a Member Club it shall be a requirement for an applicant to:
- 5.4.1. undertake active shooting, firearms related activities or other related activities as approved by Council;
- 5.4.2. if the applicant has a home Range, it must be acceptable to the Council, and, if the applicant does not, it may be allocated a home Range by the Council;
- 5.4.3. have a minimum number of Members as determined by the Council from time to time; and
- 5.4.4. have regard to the objectives and best interests of the sport and the Association.
55. Pursuant to Clause 7, Clubs upon becoming a Member of the Association shall nominate Club Delegates to represent the Club at meetings of the Association, to take part in the proceedings of the meetings, to vote and be eligible to hold office in the Association.
56. Member Clubs are not required to pay an application, annual or subscription fee.

Individual Membership

57. A natural person who joins Sporting Shooters' Association of Australia becomes a Member of SSAA (SA) by virtue of their residence in South Australia and agrees to be bound by the Constitution.
58. A natural person who is a Member of a Club is also an Individual Member of the Association.
59. An Individual who is not a constituent Member of any Club may, by virtue of being a resident in South Australia, be allocated to the Association. Such Individual will not be allocated a Club number but will be allocated an S99 number on their Membership

card until such time as they become a constituent Member of a Club when they shall be allocated the number of their primary Club.

- 5.10. Individual Members shall have no voting rights but are entitled to a right to compete in National and State Titles. Individual Members are required to pay a Membership fee as prescribed from time to time.

Application for Membership

- 5.11. The application for Membership shall be made in writing addressed to the Secretary on such form as the Council may prescribe from time to time.
- 5.12. In the case of a Club, the application for Membership shall be accompanied by a copy of the Club's Constitution or proposed Constitution and a list of inaugural or current constituent Members together with the SSAA National Membership number (if any) of each of its constituent Members.
- 5.13. On receipt of the application for Membership, the application together with any supporting documents shall be considered at the next General Meeting of the Association to decide if the application is accepted or rejected. The Association may decline approval at its sole discretion and is under no obligation to provide to the applicant any reasons for not approving the application.
- 5.14. The Secretary shall within seven (7) days of a decision by the Council at the General Meeting at which an application for Membership was considered notify the Applicant of the decision together with any conditions which may have been imposed upon Membership.
- 5.15. The Membership shall become effective when ratified by Council. Members acknowledge and agree that by submitting to the Constitution they are subject to the jurisdiction of the Association and that the Constitution is fair and reasonable for promoting the objectives of the Association.

Life Membership

- 5.16. Life Membership of the Association may be conferred by special resolution at General Meeting as recognition of services to the shooting sports and in particular for services to the Association.
- 5.17. Life Membership of the Association does not preclude the nomination of any Individual to Life Membership of SSAA National.

- 5.18. Life Membership of the Association confers no voting rights or other such privileges upon any Individual. Only a Club can accrue such rights.
- 5.19. Life Membership of a Club can only be conferred upon any Individual by the Club concerned.
- 5.20. Where Life Membership has been conferred pursuant to Clauses 5.16 and 5.19 above, the Council shall have the power to withdraw and cancel a Life Membership where the Council forms the view that the Individual has engaged in or been guilty of conduct prejudicial to the sport and the Association or to any of the objectives or interests of the Association.

Honorary Membership

- 5.21. Honorary Membership may be conferred upon any Individual but only at an Annual General Meeting of the Association.
- 5.22. Such election to Honorary Membership shall be the subject of an ordinary resolution put to such meeting in accordance with the Constitution. The motion shall include the duration of such Honorary Membership.
- 5.23. The Council shall have the power to withdraw and cancel an Honorary Membership where the Council forms the view that the person has engaged in or been guilty of conduct prejudicial to the sport and the Association or to any of the objectives or interests of the Association.

Patronage

- 5.24. The Council of the Association may at any time appoint any number of persons of distinguished position or attainments to be a patron of the Association. An elected patron of the Association shall not have any voting rights or seek office of the Association.

6. AFFILIATION

Effects of Affiliation

- 6.1. An organisation granted affiliation by Council shall be entitled to state “affiliated with the Sporting Shooters Association of Australia (South Australia) Incorporated” on correspondence and will, subject to meeting all conditions of affiliation, be covered by the Association’s insurance. No other benefits accrue from affiliation.

Eligibility for Affiliation

62. An organisation applying for affiliation must be a legal entity, in the form of an incorporated Association or entity incorporated pursuant to the *Corporations Act 2001* (Cth) and have a Constitution or Articles acceptable to the Association.
63. An organisation complying with Sub-Clause 6.2 may apply to affiliate a discrete shooting section within its structure so long as:
 - 6.3.1. the organisation is wholly responsible for the shooting section; and
 - 6.3.2. the shooting section is an entity specifically set up by and within the Constitution or Articles of the organisation; and
 - 6.3.3. the shooting section conforms to a shooting discipline proprietary to the SSAA National, controlled by the SSAA National or accepted by the SSAA National or the Association; and
 - 6.3.4. on the condition that the benefits of affiliation apply to the affiliated shooting section.
64. All Members of an organisation (or designated shooting section) applying for affiliation must be, and continue to be, Individual Members of the Association or be the holder of a current Membership card issued by the SSAA National Membership office.
65. An affiliation application fee, as set by Council, will be payable within thirty (30) days of initial acceptance and each subsequent annual affiliation.

Term of Affiliation

66. Subject to Sub-Clause 6.7, affiliation shall only be granted for a term of twelve (12) calendar months, but may be renewed on an annual basis, so long as eligibility conditions continue to be met.
67. The affiliate acknowledges and agrees that:
 - 6.7.1. the Constitution constitutes a contract between the affiliate and the Association and the affiliate is bound by the Constitution and the Act;
 - 6.7.2. they will comply with and observe the Constitution and any changes to it;
 - 6.7.3. by submitting to the Constitution they are subject to the jurisdiction of the Association; and
 - 6.7.4. the Constitution is necessary and reasonable for promoting the objectives.

Granting Affiliation

68. Affiliation may only be granted by Council in its sole discretion and the Council is under no obligation to provide to the applicant any reasons for not approving or renewing the affiliation.

Termination of Affiliation

69. Affiliation may be terminated at any time by mutual agreement between the Association and the Affiliate.
- 6.10. An affiliate may resign that affiliation at any time, in writing to the Association, on the understanding that all privileges cease at the time of writing.
- 6.11. The Association may revoke the affiliation of an affiliate by notice in writing, if the Affiliate defaults in any condition of affiliation. The revocation will not take effect until the Affiliate has been given all reasonable opportunity to defend their case.

7. CLUB DELEGATES

Number of delegates

- 7.1. Each Club shall be entitled to have up to two (2) delegates to all meetings of the Association. These Club Delegates constitute the Committee of Management of the Association.

Appointment of delegates

- 7.2. Clubs may appoint any person or persons to represent them as Club Delegates provided that:
- 7.2.1. their primary occupation is not a dealer of firearms or ammunition;
 - 7.2.2. these persons are financial Members of SSAA (SA) and hold a current Membership card; and
 - 7.2.3. they are financial Members of their Member Club.
- 7.3. The Club shall notify the Secretary of the Association one (1) calendar month before the Annual General Meeting of the Association of the names of the representatives who shall be the Club Delegates at the meeting.
- 7.4. The Club Delegates shall provide a copy of this notification to the Secretary at the meeting.

Notification of senior delegate

75. Club Delegates, when the roll is called at the commencement of any meeting, must indicate to the Chairman who is the senior delegate who shall vote on behalf of that Club.

Withdrawal of Club Delegate's credentials

76. Any Club may withdraw the credentials of one or more of its appointed Club Delegates on the Committee of Management of the Association at any time, and appoint other delegates to fill the vacancy.
77. Clubs must however notify the Secretary of the Association in writing of such withdrawal of credentials, and the names of any new appointees before the new delegates can be accepted by the Association.

Changing Club Delegates during meetings

78. Clubs will not be permitted to make any changes in the personnel of their delegation during the course of any meeting, except under extenuating circumstances.
79. Any such retirement or replacement, or addition of a delegate or delegates must be agreed to by a ordinary resolution of that meeting.

Club Delegates to represent one Club

- 7.10. No person shall be a Club Delegate of more than one Club at the same time.

Voting

- 7.11. At all meetings, except disciplinary meetings, Club Delegates will be entitled to the following numbers of votes:

Clubs with 5 up to 99 Members	1 Vote
Clubs with 100 up to 299 Members	2 Votes
Clubs with 300 + Members	3 Votes
Clubs with 500 + Members	4 Votes

8. ANNUAL GENERAL MEETINGS

Date of Annual General Meeting

81. The Annual General Meeting of the Association shall be convened no later than December 31st in the year following the end of the Association financial year.
82. All Clubs shall be given prior notice in writing no less than thirty (30) days before the Annual General Meeting.

Purpose of the Annual General Meeting

83. To confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting and to receive the Annual report and audited financial statements during the last preceding financial year.
84. To:
 - 8.4.1. elect the Executive as all Office Bearers of the Association become vacant pursuant to Sub-Clause 8.9 at the Annual General Meeting; and
 - 8.4.2. ratify the appointment of the MPIO.
85. To decide on any resolution or business which may be duly submitted to the meeting under the Constitution or the By-Laws of which no less than thirty (30) days notice shall have been given in writing to the Secretary.
86. To accept the draft annual budget, appoint the auditor and to set fees as required.

Election of Office Bearers

87. Nominations in writing for election to office for the ensuing twelve (12) months must be delivered to the Secretary no less than fourteen (14) days prior to the Annual General Meeting and be signed and dated by a proposer, seconder and the nominee, all of whom must be either financial Members of a Club or a Life Member.
88. Election to office of Members thus nominated will take place at the Annual General Meeting.
89. The term of office shall be from the time of the election being declared until the declaration of all offices becoming vacant at the following Annual General Meeting.
- 8.10. All elected Officer Bearers of the Association shall be eligible for re-election or re-appointment except as provided for in Clause 24.2.
- 8.11. All nominees for election must produce their current SSAA National Membership and Club Membership cards prior to any votes being cast.

Insufficient Nominations for Election of Officer Bearers

- 8.12. If no nominations in writing are received for any office then the Chairman may call for nominations from financial Members of any Club, or Club Delegates, present at the Annual General Meeting.

Quorum at General Meetings

- 8.13. A quorum at all General Meetings, except when altering the Constitution pursuant to clause 35, shall be by simple majority of those Members of the Association entitled to be present and voting.
- 8.14. If within 30 minutes after the time appointed for such meetings, a quorum is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place.
- 8.15. When a General Meeting is adjourned as aforesaid, notice of the adjourned General Meeting shall be given as if that meeting were an original meeting of the Members.

9. CHAIRMAN AT MEETINGS

- 9.1. The President of the Association shall be Chairman at all meetings of the Association.
- 9.2. If he shall not be present, the Senior Vice President shall take the chair and if he is not present the Junior Vice-President shall preside.
- 9.3. If there be no Vice Presidents present, the Club Delegates shall elect one of their number as Chairman.

10. VOTING AND BALLOTS

At all meetings of the Association:

The Chairman's decision

- 10.1. The Chairman's decision on points of order shall be final. The Chairman shall declare the result of any show of hands or ballot.

Equal votes

- 10.2. In the event of equality of votes on any issue the Chairman shall declare the motion lost.

Request for a recount

103. In the event of a Club Delegate having reasonable doubt as to the declared result he may call a point of order and request a recount which shall be permitted.

Methods of voting

104. All voting shall be by show of hands, except for the election of Office Bearers, in which case there shall be a secret ballot. All matters shall be decided by ordinary resolution.
105. No Office Bearer shall have a vote except at Executive meetings.
106. Voting in any situation where either majority, percentage or other method identified in the Constitution, will be determined by the number of Members present and voting.
107. A secret ballot may be called at the request of two or more Clubs.

Rights to vote

108. Only Club Delegates shall have the right to vote at General Meetings.

11. SPECIAL GENERAL MEETINGS

- 11.1. A Special General Meeting is called for a particular purpose and the items to be considered are limited to those set out in the Agenda and Notice. All Clubs shall be given prior notice in writing no less than thirty (30) days before the Special General Meeting.
- 11.2. A Special General Meeting of the Association shall be called at the written request of:
- 11.2.1. any three (3) of the Office Bearers; or
 - 11.2.2. any two or more Clubs provided that the objectives for which the meeting is desired are set out in the written request; or
 - 11.2.3. the Disciplinary Committee, or such other Committee with the delegated power to do so, pursuant to the relevant By-Law. In such meeting, and notwithstanding any other provision in the Constitution, Clubs will only be entitled to one (1) vote each; or
 - 11.2.4. the Public Officer pursuant to Sub-Clause 27.4.
- 11.3. Such meeting shall be convened not less than thirty (30) days or no more than sixty (60) days after the receipt of the notice by the Secretary or President of such request.
- 11.4. A quorum for Special General Meetings is as set out at Sub-Clause 8.13 above.

12. CORPORATE POWERS

- 12.1. The corporate powers of the Association expressed or implied, shall be vested in and exercised by the Council.

13. COMPOSITION OF THE COUNCIL

- 13.1. The Council will comprise the elected Executive, together with the Committee of Management.
- 13.2. The elected Executive may not represent a Club nor be a Club Delegate at the Council meetings nor have a right to vote.
- 13.3. Any person may be co-opted by the Council or Executive to serve on sub-Committees of the Council.
- 13.4. Any person may be co-opted by the Executive to provide assistance to the Executive Committee, but such a person shall not have a vote on the Executive Committee.

14. RESPONSIBILITIES OF COUNCIL

- 14.1. The Council shall be responsible for the objectives and powers of the Association.
- 14.2. Council shall have the care, control, management and conduct of all property and affairs of the Association and may enter into agreements, contracts or arrangements in relation thereto.

15. MOTION OF NO CONFIDENCE

- 15.1. The passing of a 'Motion of No Confidence' in any elected or appointed Member of the Council or of any Member of any Committee or sub-Committee of the Association shall be deemed to mean that the person shall have resigned from all offices within the Association.
- 15.2. The voting on this issue is by ordinary resolution.
- 15.3. Such person shall not hold any office or be re-appointed to any Committee during the remaining period of that Council's elected term.

Executive Committee Member Attendance at Meetings

- 15.4. Any Executive Committee Member of Council absent without leave or failing to convey an apology for non-attendance for three (3) consecutive meetings, of both the Council and Executive Committee combined, may be dismissed by ordinary resolution of the Council.

155. The Council shall appoint another eligible person, as a replacement, on the Committee as set out in Clause 18 (Casual Vacancies).

16. COUNCIL - QUORUM

- 16.1. A quorum of any Council meeting is a simple majority of Clubs registered at the time of the meeting.

17. RESCISSION OF MOTIONS

- 17.1. No resolution of the Council, or a Committee of this Council, may be rescinded unless either:
- 17.1.1. a "Motion for Rescission" is submitted in writing no less than thirty (30) days in advance, in which case, an ordinary resolution is required; or
 - 17.1.2. a motion to rescind without notice is accepted, in which case a special resolution is required.

18. COUNCIL - CASUAL VACANCIES

- 18.1. Should any casual vacancy occur in the Office Bearers of the Association other than in the normal course of elections, the Council shall have the power to fill such vacancy.
- 18.2. The person duly appointed shall hold office for the unexpired portion of his predecessor's term.
- 18.3. Such person shall be a financial Member of the SSAA National and of a Member Club.

19. HOLDING OF MEETINGS AND NOTICES

- 19.1. The Council shall meet a minimum of four (4) times annually.
- 19.2. Clubs shall be given at least thirty (30) days prior notice in writing of any meeting except in the case of emergency.

20. POSTAL BALLOT

- 20.1. Association business of an urgent nature, arising between meetings of Council, may be decided by postal ballot of Clubs.
- 20.2. A postal ballot of all Clubs may be requisitioned by any three (3) of the Office Bearers in writing, provided that the objectives for which the postal ballot is desired are set out in the written request.

203. Such ballot shall be conducted by the Secretary not less than seven (7) days nor more than fourteen (14) days after the receipt by the Secretary or President of such request. Clubs shall be required to have ballot papers returned to the Secretary not more than fourteen (14) days after their date of issue.
204. The ballot shall be decided by a simple majority of formal votes cast, so long as a quorum of Clubs return formal votes pursuant to Clause 16.
205. The terms 'in writing' and 'postal' shall permit the use of other technologies, so long as a 'hard copy' can be produced from the communication and its authenticity verified.

21. EXECUTIVE COMMITTEE

- 21.1. The Executive Committee will comprise the President, Senior Vice-President, Junior Vice-President, Immediate Past President, Secretary, Treasurer, and two Executive Members.
- 21.2. At all meetings of the Executive Committee a simple majority of the elected Members of the Committee shall be a quorum and all matters before it shall be decided by ordinary resolution.
- 21.3. The Executive may at its sole discretion invite any person to attend Executive meetings to assist with their deliberations.

22. PRESIDENT RESPONSIBILITIES AND TENURE

Duties of the President

- 22.1. The President shall be the Chief Executive Officer and Chairman of the Council. The President shall act as liaison officer between the Association and all other Associations, bodies, persons or groups including Governmental or semi-governmental bodies.

Tenure of President

- 22.2. The tenure of the President shall be a maximum of five (5) consecutive terms and shall be eligible for re-election after an absence of one (1) term.
- 22.3. The President shall be a Member of a Club.

23. VICE-PRESIDENTS

Senior Vice-President Duties

- 23.1. If for any reason the President is temporarily unable to perform his duties, the Senior-Vice President shall occupy his position and perform his duties having the same authority as the President for the time being.

Succession to President

- 23.2. If for any reason, other than at the Annual General Meeting, the office of the President shall become vacant the Senior-Vice President shall succeed to that office.

Junior Vice-President Duties

- 23.3. If for any reason the Senior Vice-President is temporarily unable to perform his duties, the Junior-Vice President shall occupy his position and perform his duties having the same authority as the Senior Vice-President for the time being.

Succession to Senior Vice-President

- 23.4. If for any reason the office of the Senior Vice President shall become vacant, other than at the Annual General Meeting, the Junior-Vice President shall succeed to that office.

24. IMMEDIATE PAST PRESIDENT

Eligibility for Election

- 24.1. The Immediate Past President shall be eligible for election to the Committee of Management at the Annual General Meeting at which he relinquishes the position of President.
- 24.2. Eligibility for re-election to the position will be conditional on the election of the President. No other person other than the most recently retired President shall be eligible for election as Immediate Past President.
- 24.3. The Immediate Past President, being an advisory role, shall not have a vote at the Executive Committee.

25. SECRETARY

Duties

- 25.1. The Secretary shall be under the direction of the Council.

252. The Secretary shall keep a record of Members, record of attendances, be concerned with and record all correspondence, record the minutes of all meetings, record resolutions adopted and the activities undertaken by the Association.
253. The Secretary shall summon meetings of the Council and the Association.

26. TREASURER

261. The Treasurer shall keep correct books of account showing the financial affairs of the Association and be responsible for the care of the Association's funds.
262. The Treasurer shall receive all monies and deposit same in the bank or banks approved by the Council.

27. PUBLIC OFFICER

Residential Qualifications

- 27.1. The Public Officer of the Association will be a resident of the State of South Australia.

Duties to incorporate and notify the Registrar

- 27.2. The Public Officer must give notice to the Registrar of the appointment, the full name and address and any subsequent changes herein.

Keeper of the Seal

- 27.3. The Public officer shall hold and be responsible for the safe keeping of the seal of the Association, and shall affix the Seal to any instrument when authorised and instructed to do by the Council.

Power to convene meetings

- 27.4. The Public Officer is empowered to convene A Special General Meeting of the Association and to investigate the grievance of a petitioner, should he believe it wise, prudent or necessary to do so.

Duties under the Act

- 27.5. The Public Officer must fulfil those duties required by the Act.

Rights to attend meetings

27.6. The Public Officer may attend all meetings of the Association, but he will have no voting rights, nor be permitted to move or second motions in General Meeting, but will be allowed to speak on any subject in relation to his duties as laid down in the Act.

28. MEMBER PROTECTION INFORMATION OFFICER (MPIO)

28.1. The Association shall ratify the appointment of an MPIO at each Annual General Meeting.

28.2. The MPIO shall be the guardian of the rights of Members of the Association, and to whom these Members may lodge a petition requesting the restitution of any rights that may happen to be denied to them, or the rectification of any practices they may deem to be improper.

29. FINANCE

Financial Year

29.1. The financial year of the Association shall be from 1 October to 30 September.

Receipt of funds

29.2. All monies of the Association shall be paid into the general account of this Association at such bank as the Council shall from time to time direct.

Payments

29.3. Payments shall be made from Association accounts by cheque or electronic means as approved by Council.

29.4. Any payment made by the Association shall be authorised by any two of the following: President, Secretary, Treasurer, Senior Vice-President or Junior Vice-President.

29.5. All payments made must be ratified by Council.

Interest Bearing Investment Accounts

29.6. The Association may from time to time deposit moneys, not immediately required for the running of Association affairs, in a capital guaranteed, interest bearing bank account, or accounts.

Transfer of funds between Accounts

297. The Treasurer shall be empowered to transfer monies between the general account and investment accounts as required for the orderly payment of accounts from the general account. Such transfers may be made in person or by electronic means, but must be reported to the next following Executive and General Meeting.

Treatment of Disbursements

298. The Association shall receive all disbursements from SSAA National.

Books of Account

299. The books of accounts of the Association shall be audited annually by an independent auditor approved by the Council and appointed at the Annual General Meeting.

30. BY-LAWS

301. By-Laws may be adopted, varied or revoked from time to time to regulate the affairs of the Association. By-Laws become effective in accordance with this Clause 30. Subject to notice being given in accordance with the Constitution, By-Laws may be adopted, varied or revoked by resolution passed at any General Meeting by not less than two-thirds (66%) of Members present and voting.
302. A By-Law becomes effective immediately after it has been adopted unless otherwise stipulated by the resolution.
303. By-Laws may deal with all matters pertaining to the Constitution, including, but not limited to:
- 30.3.1. the rights and obligations of Members; and
 - 30.3.2. other matters which are not specified by the Constitution or the Act.
304. A By-Law which, directly or indirectly, is inconsistent with a provision of the Constitution or the Act is invalid.
305. A By-Law and the terms therein are to be interpreted in accordance with the Constitution unless expressly stated otherwise.
306. Each Member Club is to receive a copy of the By-Laws, which may be in printed or digital form.
307. Member Clubs are to be advised of any changes to By-Laws by their Club Delegate.
308. Individual Members and Member Clubs may request a copy of the By-Laws from the Association Secretary.

31. RIGHTS AND OBLIGATIONS OF MEMBERS

- 31.1. Membership of the Association shall entitle Members to all rights and privileges and subject to all obligations which Membership in this confers or implies.
- 31.2. Without limiting such rights and obligations, the rights of Clubs shall entitle them to nominate any of its Members as a candidate for office of the Executive Committee.
- 31.3. Such obligations shall include an attendance of delegates to 75% of the General Meetings in a calendar year, one of which shall include the Annual General Meeting.
- 31.4. Participation in Association activities and conduct reflecting a favourable image of the Association in the community.
- 31.5. Any Club not being represented at any three (3) Council Meetings in a twelve (12) month period or the Annual General Meeting may, on ordinary resolution of Council, be required to attend the next meeting of the Council and explain why the Club's Membership should not be terminated.
- 31.6. Failure by the Club to attend such a meeting may, on ordinary resolution of Council, have its Membership terminated, together with the subsequent loss of eligibility for insurance.
- 31.7. If a Club resigns, becomes defunct, ceases to exist, or is expelled, all emblems, equipment or documents which belong to the Association must be returned immediately to the Association.

Ceasing to be a Member

- 31.8. A Club or Individual shall cease to be a Member upon the occurrence of any of the following events:
 - 31.8.1. the Member resigns in writing to the Secretary which takes effect immediately unless the resignation provides otherwise;
 - 31.8.2. in the case of a Club, further to Sub-Clause 31.8, upon the appointment of a Liquidator or Provisional Liquidator or if a Receiver or Receiver and Manager of its assets is appointed or if it enters into any scheme of arrangement or composition with its creditors or is placed under official management or other form of insolvency administration; or
 - 31.8.3. if any Member fails to pay their Membership fee as prescribed from time to time.

- 31.9. Any resignation or other termination of Membership, including through the Disciplinary processes set out in Clause 33, shall not relieve a Member from the liability to pay any money due to the Association.
- 31.10. On the termination of Membership for any reason a Member shall not have any interest in the Association or its property, nor shall such Member have or be entitled to claim any rights or privileges of Membership of the Association. Such Member must return all property and remove the SSAA (SA) branding from its operational activities and documentation.

32. DUTY TO NOTIFY CHANGE OF ADDRESS AND OFFICE BEARERS

- 32.1. Every Member Club of the Association shall within fourteen (14) days communicate to the Secretary of any change of address, or any change to the office bearers of their Club.

33. DISCIPLINARY ACTIONS

Disciplinary Committee

- 33.1. On the Executive receiving a complaint pursuant to the Constitution or By-Law, and if the Executive is satisfied that there are sufficient grounds to investigate the matter, the Executive must investigate the matter sitting as the Disciplinary Committee. The Disciplinary Committee may hear the matter as it sees fit and determine or recommend what action or sanction, if any, to take against the Member.
- 33.2. In investigating an allegation, the Disciplinary Committee must do so pursuant to the Disciplinary By-Laws and:
- 33.2.1. must give notice to the Member including if the allegations are only against one or more of its Executive or Committee of Management;
 - 33.2.2. may request disclosure of relevant material to assist its investigation; and
 - 33.2.3. observe the rules of natural justice at all times.

Disciplinary Action

- 33.3. The Association may take disciplinary action against a Member in accordance with this Clause if the Disciplinary Committee determines that the Member has:

- 33.3.1. breached, failed, refused or neglected to comply with a provision of the Constitution, the By-Laws or any resolution or determination of the Council or any duly authorised Committee; or
 - 33.3.2. acted in a manner unbecoming of a Member or prejudicial to the objectives and the interests of the Association and or the sport; or
 - 33.3.3. brought the Association or the sport, or acted in a manner likely to have brought the Association or the sport, into disrepute, whether that conduct be a single course of conduct or repeated conduct which, when viewed together, breaches this clause.
334. That Member subject to Clause 33.3 above will be subject to, and submits unreservedly to the jurisdiction, procedures, sanctions and appeal mechanisms of the Association set out in the Disciplinary By-Laws.

Appeal

335. Except in the case of a recommendation to expel, a Member subject to a decision of the Disciplinary Committee may appeal to the Council in accordance with the Disciplinary By-laws.
336. In the case of expulsion, the Member subject to the recommendation will have the opportunity to contest the recommendation at a General Meeting and in accordance with the By-Law.
337. The Member has a right to pursue any further action in accordance with the Act or otherwise at law once the Member's appeal rights have been exhausted. A Member agrees that prior to taking any further action in relation to a matter that is the subject of a disciplinary procedure, and where possible, the Member will first exhaust internal processes.

34. APPEALS ARISING FROM CLUB PROCEDURES - CLUBS APPEAL BOARD

Hearing of Appeals

- 34.1. In exercising the jurisdiction of this Clause 34, an Individual subject to an adverse decision by a Club of which they are classified as a Member in the Club's Constitution, may seek a final right of review on the grounds of procedural irregularity or such other grounds at the sole discretion of the Club's Appeal Board where it would be consistent with the principles of natural justice.

342. The Club will be subject to, and submits unreservedly to the decision of the Club's Appeal Board as though it was a decision of that Club's Committee of Management.
343. Appeals may only be heard pursuant to the provisions contained within Club Constitutions that have been approved in writing by the Association.
344. All Appeals shall be heard by the Executive sitting as the Club's Appeal Board.

Submissions

345. The Club's Appeal Board may accept evidence additional to the written appeal in whatever manner that it sees fit.

Date of Hearing

346. The hearing shall be an agenda item at the next scheduled meeting of Council after receipt of the written Appeal.

Determination by Vote

347. Any vote to uphold the Appeal must be passed by special resolution.
348. Voting shall be as Individuals only.
349. There shall be no multiple votes.
- 34.10. The decision of the Club's Appeal Board is final.

35. THE ONLY CONSTITUTION OF THE ASSOCIATION

Authority to amend or change the Constitution

- 35.1. This shall be the only Constitution of the Association and shall not be altered, varied, added to, repealed or replaced unless by a resolution at a General Meeting where there is:
- 35.1.1. a quorum of not less than 75% of the Clubs; and
 - 35.1.2. the resolution is passed by not less than 75% of the votes cast as provided for at clause 7.11.
- 35.2. Should a quorum for this General Meeting not be met then a postal ballot of all Clubs may be conducted for any proposed resolution relating to the alteration of the Constitution only.

353. Such ballot shall be conducted by the Secretary not less than fourteen (14) days and not more than thirty (30) days after the initial meeting. The Clubs shall be required to have ballot papers returned to the Secretary not more than thirty days after their date of issue.

354. For the purpose of this Section each Club shall have only one (1) vote.

Notice of motion to amend or change the Constitution

355. Prior notice of a motion to alter the Constitution must be given in writing to all Members not less than thirty (30) days prior to the General Meeting.

36. APPLICATION OF PROPERTY, ASSETS AND INCOME

36.1. The property, assets and income of the Association wherever and however derived, shall be applied towards the promotion of the aims and objectives of the Association.

Individuals not to receive benefits

36.2. No portion thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to Individuals of the Association.

Reimbursements

36.3. Nothing herein contained shall prevent the reimbursement of expenses actually incurred on behalf of the Association by Members or Individuals.

37. FAILURE OF THE ASSOCIATION

Appointment of a Trustee

37.1. Should the Association become defunct or abandoned or inactive, it shall be incumbent upon the last elected Executive Committee to appoint a recognised Trustee Company having a place of business in South Australia to hold in trust and to manage the funds, property and all other assets of the Association.

Management by the Trustee

37.2. The funds, property and assets so held shall be managed by the Trustee Company to the benefit of the Association, subject to the application of reasonable fees and charges, and pending the revival of the Association.

Time limit for Trustee Management

373. If the Association is not revived, after a lapse of ten (10) years, the Trustee Company shall wind up the affairs of the Association.

Dispersal of funds property and assets

374. The Trustee Company shall advertise, in public newspapers throughout South Australia, for expressions of interest in the funds, property and assets of the Association from organisations within the State of South Australia.
375. The Trustee shall, after the deduction of reasonable fees and charges incurred, dispose of such funds property and assets in such a manner as the Trustee thinks fit and proper.

Eligibility for benefits of disbursement of assets

376. Organisations eligible to benefit from the disbursement of the funds, property and assets of the Association shall be organisations having objectives and aims the same or similar to those of the Association before it ceased to function.

Preferred organisations

377. Preference shall be given, for the dispersal of the funds, property and assets of the Association, to organisations which were Member Clubs of the Association, before it ceased to function, or SSAA National.

38. AUTHORISATION TO BORROW MONIES**Power of the Executive**

- 38.1. The Council may authorise the Executive to borrow money for the purposes of the Association.

Borrowing in whole or part permitted

- 38.2. The amount of borrowing approved under Clause 38.1 may be borrowed at either one time or in parts from time to time and at such rates of interest and in such form or manner and upon such security as shall be necessary and agreed by the Council.

Binding of present and future Members

383. All Clubs whether voting on such resolutions or not and all those becoming Members of the Association after the passing of such resolutions shall be bound by such resolutions.

39. THE COMMON SEAL OF THE ASSOCIATION

Authority to use the Common Seal

391. The Common Seal of the Association shall not be affixed to any deed or document without the prior authority by ordinary resolution of the Council.

When to use the Common Seal

392. All documents requiring execution by the Association shall be sealed with the Common Seal and countersigned by either the President or the Secretary and one other Member of the Council.

The Common Seal - Register of use by Public Officer

393. The Public Officer of the Association shall keep a Register of the use of the Common Seal of the Association.
394. This Register will show:
- 39.4.1. the date and minute of the Council authorising the use of the Common Seal;
 - 39.4.2. a brief outline of the document upon which the Common Seal is used;
 - 39.4.3. the date upon which the Common Seal is used; and
 - 39.4.4. the names and office of the two (2) people authorised to counter sign the Common Seal for that document.

Availability of the Register

395. The Public Officer shall make the Register of the use of the Common Seal of the Association available for inspection during normal business hours or by appointment to:
- 39.5.1. any officer of the Executive Committee; or
 - 39.5.2. any officer bearer of any Club.

40. NAME, EMBLEMS AND GOODWILL OF THE ASSOCIATION

Approval of Designs

- 40.1. The name, emblem, insignia or badge of the Association shall be of a design approved by the Council.

Authorisation for use

- 40.2. The name, goodwill, emblem, and badge and other insignia of the Association shall not be used for any purpose except those expressly authorised by the provisions of the Constitution, By-Laws or policies of the Association.
- 40.3. No person may use the name, goodwill, emblem or other insignia of the Association without written consent first obtained from the SSAA National and Council of the Association.

41. INTERPRETATIONS AND AUTHORITIES

Council to Interpret

- 41.1. In the event of any doubt or difficulty as to the meaning of any rule or to any question arising as to their interpretation of the Constitution or By-Laws, the Council shall have the power to pronounce a decision thereon and the decision shall be final and binding on all Members.
- 41.2. In the absence of rules in the Constitution or in the By-Laws of the Association, and in the proceedings of all meetings of the Association, the Council shall be guided by N. Renton's "Guide for Meetings and organisations" and/or "Roberts Rules".