

**RANGEVILLE HOCKEY CLUB INC**



IA01403

**Constitution**

Adopted at the Annual General Meeting

held on

**27 November 2022.**

## Table of Contents

1. Introductory provisions .....	4
1.1. Definitions .....	4
1.2 Name .....	4
1.3. Associations Incorporation Act 1981.....	5
1.4. Interpretation .....	5
2. Objects and Powers .....	5
2.1. Objects.....	5
2.2. Powers .....	5
3.Membership .....	8
3.1 Classes of Membership.....	8
3.2 Membership .....	9
3.3 Membership Fees .....	9
3.4 Association registers.....	10
3.5. Prohibition on use of information on register of members .....	10
4.Resignation, discipline, appeals and grievances.....	10
4.1 Resignation .....	10
4.2 Termination of Membership .....	11
4.3 Appeals panel appointment .....	11
4.4 Appeal against termination or suspension of membership .....	12
4.5 Appeals panel to decide appeal.....	12
4.6 Grievance procedure .....	12
5. The Management Committee, subcommittees, and delegation .....	13
5.1 Membership of management committee .....	13
5.2 Functions and duties of management committee .....	14
5.3 Delegation .....	15
5.4 Appointment of subcommittees .....	15
6.Election, appointment and vacancies on the Management Committee .....	15
6.1 Election of the management committee .....	15
6.2 Resignation, removal, or vacation of office of management committee member.....	16
6.3 Vacancies .....	17
7. Meetings of the Management Committee.....	17
7.1 Management committee meetings.....	17
7.2 Special meeting .....	18
7.3 Minutes of management committee meetings.....	18
7.4 Resolution of management committee without meeting.....	19

7.5 Material personal interests .....	19
8. Annual general meetings or general meetings.....	20
8.1 Annual General Meeting .....	20
8.2 General Meeting.....	22
9. Documents and Legal .....	23
9.1 By-Laws.....	23
9.2 Alteration of Constitution.....	24
9.3 Common Seal.....	24
9.4 Documents.....	24
9.5 Indemnity.....	24
9.6 Insurance .....	25
10. Finance.....	25
10.1 Funds and Accounts.....	25
10.2 Financial Year.....	26
11. Winding Up .....	26
11.1 Distribution of Surplus Assets.....	26
11.2. Liability.....	26
12. Coaches, Managers, and Selectors.....	26
12.1 Coach and Managers .....	26
12.2 Selectors .....	27
13. Injury Fund.....	27
13.1 Injury Fund Management .....	27
14. Equipment .....	27
14.1 Equipment Management.....	27
15. Club Colours and Emblem .....	28
15.1 Colours.....	28
15.2 Emblem.....	28
16. Transfer of Playing Members .....	28
16.1 Transfer.....	28

# 1. Introductory provisions

## 1.1. Definitions

### 1.1.1 In this constitution:

- a. **act** means the *Associations Incorporation Act 1981* as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the association;
- b. **association** means Rangeville Hockey Club Inc;
- c. **bylaws** mean the bylaws of the association;
- d. **by lot** means making a determination or choice by lottery. For example, conducting a draw at random;
- e. **casual vacancy**, on the management committee, means a vacancy that occurs when a management committee member resigns, dies or otherwise stops holding office;
- f. **constitution** means rules as defined in the Act;
- g. **general meeting** means a meeting of the association's eligible voting members and includes all general meetings (annual general meetings, general meetings and special general meetings);
- h. **imprest system** means the management of funds in an account whereby a fixed balance is maintained by regular replenishments;
- i. **majority** means more than half of all eligible voting members present and voting at a management committee meeting or a general meeting;
- j. **member** means a person who has been duly accepted as such by the management committee in accordance with this constitution;
- k. **office bearers** means the President, Vice President, Secretary and Treasurer.
- l. **present** means:
  - i. at a management committee meeting, see clause 7.1.6;
- m. **relative**, of a person, means a spouse, parent, sibling, child, grandparent or grandchild of the person;
- n. **remuneration**:
  - i. includes salary, allowance and other entitlements; and
  - ii. does not include reimbursement of out-of-pocket expenses.
- o. **signed** means agreed in writing;
- p. **special resolution** means a resolution that is passed at a general meeting by the votes of at least 75% of the members who are present and voting;
- q. **surplus assets** means the assets after payment of the debts and liabilities remaining on a winding-up of the incorporated association and the costs, charges and expenses of the winding-up;
- r. **written / in writing** means, unless the contrary intention appears, all forms of visible words, including printed, hard copy or electronic formats.

1.1.2 Words importing the singular include the plural where context requires or permits.

## 1.2 Name

1.2.1. The name of the incorporated association is Rangeville Hockey Club Inc

### 1.3. Associations Incorporation Act 1981

1.3.1. In this constitution, unless the context requires otherwise, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

1.3.2. The provision at section 47(1) of the *Associations Incorporation Act 1981* does not apply, meaning that the model rules created under the Act are expressly displaced by this constitution.

### 1.4. Interpretation

1.4.1. The management committee has authority to interpret the meaning of this constitution and any matter relating to the association on which the constitution is silent, but any interpretation must have regard to the Act.

## 2. Objects and Powers

### 2.1. Objects

2.1.1. The objects of the association are to:

- a) To foster and encourage the sport of hockey in Toowoomba.
- b) To affiliate with the Toowoomba Hockey Association and to do all things and observe all rules necessary to enable the club to be represented in as many grades as possible in the competitions conducted by the Toowoomba Hockey Association.
- c) To assist the Toowoomba Hockey Association in whatever way possible for the betterment of hockey players and the sport of hockey.
- d) To foster a social environment for the enjoyment of members of the club and its supporters.
- e) ensure that all members receive equal treatment;
- f) affiliate with Hockey Australia, Hockey Queensland and such other bodies as the association deems fit;
- g) do such things as are incidental or conducive to the attainment of any or all of these objects.

### 2.2. Powers

2.2.1. The association has the powers of an individual.

2.2.2. 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 have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

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

- a) To borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the

Association's property, both present and future, and to purchase, redeem or pay off any such securities;

- b) To borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off such securities; and
- c) To invest in such manner as the members of the Association may from time to time determine.

#### 2.2.4. The powers of the Association are:

- a) To take over the funds and other assets and the liabilities of the present unincorporated association known as "Rangeville Hockey Club".
- b) To subscribe to, become a member of and co-operate with any other association, or organisation, 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 association or organisation 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 24 (9)
- c) 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.
- d) 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 connection 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 only deal with the same in such manner as is allowed by law having regard to such trusts.
- e) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- f) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;
- g) To remunerate any persons or body corporate for services rendered, or to be rendered;
- h) 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 Associations interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- i) 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;
- j) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.
- k) 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.

- l) 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 or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by note secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien 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;
- m) To draw, make accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- n) 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;
- o) 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;
- p) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to proviso in sub-rule (4);
- q) 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;
- r) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- s) In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations leaving 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 24 (9);
- t) 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 authorized to amalgamate;
- u) In furtherance of the object of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association with which the Association is authorized to amalgamate;
- v) To make donations for patriotic, charitable or community purposes;
- w) 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;
- x) 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;

## 3.Membership

### 3.1 Classes of Membership

3.1.1 The Membership of the Association shall consist of the following classes of members:

- a) Playing Members;
  - i. Playing members shall be those members who are registered in a team of the Association, support the objects of the association and abide by the association's constitution, bylaws and policies;
  - ii. The number of Playing members shall be unlimited;
  
- b) Associate Members;
  - i. Associate members shall be those members of the club other than playing members or Life members, that hold positions within in the club such as committee members, managers, coaches, Patron;
  - ii. Associate members must be at least 18 years of age, support the objects of the association and abide by the association's constitution, bylaws and policies;
  - iii. Associate members are entitled to vote at general meetings of the association;
  - iv. Associate members are eligible for election to the management committee.
  - v. The number of Associate members shall be limited to: -  
A number representing not more than 50% of the number of playing members of the Association;
  
- c) Social Members;
  - i. Social members shall be those members of the club other than playing members, associate or Life members;
  - ii. Social members must be at least 18 years of age, support the objects of the association and abide by the association's constitution, bylaws and policies;
  - iii. Social members are not entitled to vote at general meetings of the association;
  - iv. Social members are eligible for election to the management committee.
  - v. The number of social members shall not be limited.
  
- d) Life Members;
  - i. Life members must support the objects of the association and abide by the association's constitution, bylaws and policies;
  - ii. Life membership is open to any person who has rendered extraordinary and meritorious service to the association for period of at least ten (10) years;
  - iii. only one new Life membership shall be granted by the Association in any one year.
  - iv. to be eligible for Life membership a member shall have been either an associate member or a playing member. Upon being made a Life member, a player shall cease to be a playing member or an associate member of the Association.
  - v. any two members, who are Playing or Life members, may nominate an eligible member for Life membership;
  - vi. nominations for Life membership must be in writing, including a written resume detailing the nominee's activities and services to the Association and the Toowoomba Hockey Association, signed by the members making the recommendation and received by the Secretary no less than 14 days prior to the annual general meeting, or at any other time if a special general meeting for election is the chosen forum;



- vii. on the management committee's approval of the recommendation, the nominee will be proposed for election as a Life member at the annual general meeting or a specially convened general meeting;
- viii. if more than one nomination for life membership is brought forward at a general meeting in any one financial year then the nomination for that year shall be determined by a vote of the majority of the financial members present at the general meeting;
- ix. Life members shall be appointed if a nomination is approved by a vote of two-thirds of the financial Playing, Associate and Life members present at the general meeting.
- x. No right of appeal shall lie from the decision of a general meeting to accept or reject a nomination for life membership.
- xi. Life members are entitled to vote at general meetings of the association;
- xii. Life members are eligible for election to the management committee;
- xiii. Life members are not required to pay subscription fees to the association;

## 3.2 Membership

3.2.1. Every person who at the date of incorporation of the association was a member of the Rangeville Hockey Club shall be admitted by the management committee to the same class of membership of the Association as the member held in the unincorporated association.

3.2.2. A person shall be admitted to the Association as a playing member upon their approval as such by the management committee.

3.2.3. A person shall be admitted to the Association as an associate member upon their approval as such by the management committee.

3.2.4. No right of appeal shall lie from the decision of the management committee to reject any person's application for membership either as a playing member or associate member.

## 3.3 Membership Fees

3.3.1. The membership fees for each class of membership shall be such sum as the management committee shall from time to time at any meeting so determine.

3.3.2. The membership fees for each class of membership shall be payable at such time and in such manner as the management committee shall from time to time determine.

3.3.3. No membership fees shall be payable by life members.

3.3.4. The management committee shall have the power to waiver any membership fees owed to the Association on the grounds that the payment of same would cause extreme financial hardship to the member.

3.3.5. Unless otherwise decided by the management committee no person shall be eligible for membership in any one year if that person has not paid the membership fees for the previous year.

3.3.6. A member who has any subscription fee, other fee or levy in arrears for a period of 2 months, may have their membership immediately terminated or suspended.

3.3.7. A member who has their membership terminated or suspended under clause 3.3.6 continues to be liable to pay any unpaid subscription fee, other fee or levy.

### 3.4 Association registers

3.4.1. The management committee must keep a register of members of the association.

3.4.2. The register must include the following particulars for each member:

- a) the full name of the member;
- b) the postal or residential address of the member;
- c) contact details of the member;
- d) the date of admission as a member;
- e) the date of death or time of resignation of the member;
- f) details about the termination or reinstatement of membership;
- g) any other particulars the management committee or the members at a general meeting decide.

3.4.3. The register of members is open for inspection only by the secretary, the management committee and any other person approved by the management committee.

3.4.4. The secretary must maintain a list of any clubs or associations with formal reciprocal rights.

### 3.5. Prohibition on use of information on register of members

3.5.1. A member of the association must not:

- a) use information obtained from the register of members of the association to contact, or send material to, another member of the association for the purpose of advertising for political, religious, charitable or commercial purposes; or
- b) disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the association for the purpose of advertising for political, religious, charitable or commercial purposes.

Unless the commercial purposes is contractual outlined in a sponsorship agreement with the association.

## 4. Resignation, discipline, appeals and grievances

### 4.1 Resignation

4.1.1. A member may resign from the association at any time by giving notice in writing to the Secretary. Such resignation shall only take effect at the time when 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.

## 4.2 Termination of Membership

4.2.1 The management committee may take action to terminate or suspend a member's membership if it is determined that the member has:

- a) been convicted of an indictable offence; or
- b) breached, failed, refused or neglected to comply with a provision of this constitution, the association's bylaws or any resolution or
- c) determination of the management committee or any duly authorised subcommittee; or
- d) acted in a manner injurious or prejudicial to the character and interests of the association; or
- e) brought themselves, the association, any other member or the sport into disrepute.
- f) Has membership fees in arrears for a period of 2 months or more;

4.2.2. If the management committee decides to terminate or suspend a member's membership, the secretary must, within seven days after the decision, give the member written notice:

- a) setting out the decision of the management committee and the grounds on which it is based;
- b) stating that the member may address the management committee at a meeting to be held not earlier than seven days and not later than 28 days after the service of the notice;
- c) stating that the member may bring a support person to that meeting or, if the member is a junior member, that they must bring a parent or legal guardian to the meeting;
- d) stating the date, place, and time of that meeting;
- e) informing the member that the member may do either or both of the following:
  - i. attend and speak at that meeting;
  - ii. submit to the management committee at or before the date of that meeting written representations relating to the decision.
- f) setting out the member's appeal rights.

4.2.3. Before the management committee terminates or suspends a member's membership, the management committee must:

- a) give the member a full and fair opportunity to make verbal representations at a meeting;
- b) give due consideration to any written representations submitted to the management committee by the member at or before the meeting mentioned in clause 4.2.2.b.

4.2.4. If, after considering all representations made by the member, the management committee decides by resolution to terminate or suspend the membership, the secretary must, within seven days of the meeting mentioned in clause 4.2.2.b. give the member a written notice of the decision.

## 4.3 Appeals panel appointment

4.3.1. The Patron of the Club is automatically appointed the appeals panel chairperson unless an alternative is elected by the management committee.

4.3.2. In the event that any appeal is lodged against a decision of the management committee to terminate or suspend a member's membership, the appeals panel chairperson shall appoint an additional two people to the appeals panel.

4.3.3. In the event that the appeals panel chairperson, or the management committee, determines that the appeals panel chairperson is in any way conflicted or biased in relation to an appeal, the chairperson must absent themselves from the appeals panel and appoint three other people to the appeals panel.

4.3.4. The appeals panel may comprise members of the association and other people.

4.3.5. Any appeal shall be heard by the three members of the appeals panel.

#### 4.4 Appeal against termination or suspension of membership

4.4.1. A person whose membership has been terminated or suspended, may give the secretary written notice of their intention to appeal against the decision.

4.4.2. A notice of intention to appeal must be received by the secretary within seven days after the member receives written notice of the decision.

4.4.3. Within seven days of receiving a notice of intention to appeal, the secretary shall notify the appeals panel chairperson.

#### 4.5 Appeals panel to decide appeal

4.5.1. The appeals panel must hold the appeal meeting within 28 days after the secretary receives the notice of intention to appeal.

4.5.2. At the appeal meeting, the member must be given a full and fair opportunity to show why the membership should not be terminated or suspended.

4.5.3. Also, the management committee must be given a full and fair opportunity to show why the membership should be terminated or suspended.

4.5.4. An appeal must be decided by a majority vote of the appeals panel. All three members of the appeal panel have voting rights.

4.5.5. Where a decision of the management committee to terminate or suspend a member's membership is set aside by the appeals panel, the membership shall be reinstated to the member's former level of membership without payment of any further fee.

#### 4.6 Grievance procedure

4.6.1. This grievance procedure applies to disputes between:

- a) a member and another member;
- b) a member and the management committee;
- c) a member and the association.

4.6.2. The parties to a dispute shall attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

4.6.3. If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, the parties shall within a further ten days:

- a) notify the management committee of the dispute; and
- b) agree to or request the appointment of a mediator; and
- c) attempt in good faith to settle the dispute by mediation.

4.6.4. The mediator may be:

- a) a person or external agency chosen by agreement between the parties; or
- b) in the absence of agreement:
  - i. if the dispute is between a member and another member, a person appointed by the management committee; or
  - ii. if the dispute is between a member and the management committee or the association, a suitable external agency.

4.6.5. A mediator may be a member or former member of the association but in any case, must not be a person who:

- a) has a personal interest in the dispute; or
- b) is biased against, or in favour of, any party.

4.6.6. The mediator to the dispute, in conducting the mediation, must:

- a) give each party an opportunity to be heard on the matter; and
- b) ensure that natural justice is afforded to the parties throughout the mediation process.

4.6.7. If the mediation process does not resolve the dispute, the management committee may take whatever steps it considers appropriate in the best interests of the association and the members concerned.

4.6.8. A member may appoint another person to act on their behalf during a grievance procedure, provided that no party is entitled to be represented by a legal practitioner at mediation.

4.6.9. This procedure does not apply to any appeal by a member against a decision made in accordance with the disciplinary procedure outlined in clause 4.2.

4.6.10. A member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

4.6.11. If a member has initiated a grievance procedure in relation to a dispute between the member and the management committee or the association, the association must not take disciplinary action against any of the following people in relation to the matter which is the subject of the grievance procedure until the grievance procedure has been completed:

- a) the member who initiated the grievance procedure; or
- b) a member of the association appointed to act on behalf of the member who initiated the grievance procedure under clause 4.6.8.

4.6.12. The management committee may prescribe additional grievance procedures, which are consistent with this constitution, in the association's bylaws.

## 5. The Management Committee, subcommittees, and delegation

### 5.1 Membership of management committee

5.1.1. The management committee of the association must have at least three members, of whom one holds the position of president (who acts as Chairperson), one holds the position of secretary and any other members elected at a general meeting.

5.1.2. A management committee member must be a member of the association.

5.1.3. The management committee of the association consists of a President (who acts as Chairman), Vice-President, Secretary (over the age of 18 years) and Treasurer which is the Association's executive, and any other members the association members elect at a general meeting. With the exclusion of the executive, the portfolios are agreed upon at the first meeting immediately after the meeting that appointed them. The Vice President will act as President when the President is unable to fulfil their duties.

5.1.4. At the annual general meeting of the Association, all the members of the committee for the time being shall retire from office but shall be eligible for re-election.

5.1.5. The election of officers and other members of the Management Committee shall take place by any member of the Association nominating any other member to serve as an officer or other member of the committee at the annual general meeting of the Association. Such nominations can be taken from the floor of that meeting.

5.1.6. There is no maximum number of consecutive terms for which a management committee member may hold office.

## 5.2 Functions and duties of management committee

5.2.1. The management committee must take all reasonable steps to ensure that the association complies with its obligations under the Act and this constitution.

5.2.2. Subject to this constitution, the management committee has the general control and management of the administration of the affairs, property and funds of the association.

5.2.3. The management committee may exercise all the powers of the association except any powers that the Act or this constitution requires the association to exercise at a general meeting.

5.2.4. The management committee has power to enforce the observance of all clauses in this constitution and any bylaws made by the management committee.

5.2.5. A management committee member must exercise their powers and discharge their duties in good faith, in the best interests of the association for proper purpose and with a degree of care and diligence that a reasonable person would exercise in the circumstances.

5.2.6. A management committee member must not improperly use their position, or information obtained as a management committee member, to:

- a) gain a benefit or material advantage; or
- b) cause detriment to the association.

5.2.7. Management committee members have a duty to prevent insolvent trading.

## 5.3 Delegation

5.3.1. The management committee may delegate any of its powers and authorities, duties and functions to any person or to any subcommittee except:

- a) the power to delegate; or
- b) a function that is a duty imposed on the management committee by the Act or by any other law.

5.3.2. Despite any delegation under this clause, the management committee may continue to exercise all its functions, including any function that has been delegated and remains accountable for the exercise of those functions at all times.

## 5.4 Appointment of subcommittees

5.4.1. The management committee may create and dissolve any subcommittees considered appropriate by the management committee to help with the conduct of the association's operations.

5.4.2. Subcommittees shall have such membership, powers and duties as the management committee shall confer on them, or which the management committee shall delegate to them.

5.4.3. A subcommittee may meet and adjourn as it considers appropriate, or as requested by the management committee.

5.4.4. A member of a subcommittee who is not a management committee member is not entitled to vote at a management committee meeting.

5.4.5. Subject to the management committee's absolute control and supervision, each subcommittee of the association may manage its own affairs but must make regular reports to the management committee (or otherwise as the management committee may require from time to time). Each subcommittee must promptly and regularly produce its minutes and records for inspection by or on behalf of the management committee.

5.4.6. A subcommittee of the association must in the exercise of those powers delegated to it, conform to any regulation or restriction that the management committee may impose upon it from time to time.

5.4.7. The president may by virtue of their office be an ex-officio member of any subcommittee.

## 6. Election, appointment and vacancies on the Management Committee

### 6.1 Election of the management committee

6.1.1. A management committee member may only be elected as follows:

- a) the secretary calls for nominations for management committee positions with sufficient notice before the general meeting at which the election is to be held;
- b) nominations must be:
  - i. in writing; and
  - ii. received by the secretary at least 24 hours before the general
  - iii. meeting at which the election is to be held.
- c) each member present and entitled to vote at the general meeting may vote for one candidate for each vacant position on the management committee. Any equality in voting is decided as follows:

- i. if there are two candidates for a vacant management committee position and both candidates receive an equal number of votes, voting is determined by lot;
- ii. if there are three or more candidates for a vacant management committee position and two or more candidates receive an equal highest number of votes, a second vote is conducted between only those candidates who received the equal highest number of votes. In the event that following the second vote, two or more candidates receive an equal highest number of votes, voting is determined by lot.
- d) if there is only one candidate for a vacant management committee position, the candidate is declared elected if approved by a majority of members present and voting. If the candidate is not approved, nominations for the position may be taken from the floor of the meeting;
- e) if, at the start of the general meeting, there are no candidates nominated for any vacant management committee position, nominations for that position may be taken from the floor of the meeting;
- f) if no candidate is elected to any vacant management committee position, a casual vacancy is deemed to have occurred in that position.

6.1.2. A person may be a candidate only if the person:

- a) is an adult; and
- b) is eligible to be elected as a management committee member under the Act.

6.1.3. The management committee must ensure that, before a candidate is elected as a management committee member, the candidate is advised:

- a) whether or not the association has public liability insurance; and
- b) if the association has public liability insurance, the amount of the insurance.

## 6.2 Resignation, removal, or vacation of office of management committee member

6.2.1. A management committee member may resign from the management committee by giving written notice of resignation to the secretary.

6.2.2. The resignation takes effect at:

- a) the time the notice is received by the secretary; or
- b) if a later time is stated in the notice, the later time.

6.2.3. A management committee member may be removed from office at a general meeting of the association if a majority of the members present and voting at the meeting vote in favour of removing the member.

6.2.4. Before a vote is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why they should not be removed from office.

6.2.5. A management committee member shall vacate office if that person:

- a) dies; or
- b) becomes disqualified from being a management committee member under the Act; or
- c) becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or



- d) is convicted of an indictable offence or is made bankrupt; or
- e) is absent from three consecutive management committee meetings without approval of the management committee: or
- f) becomes an employee of the association; or
- g) does not agree to undergo a working with children check or is disqualified as a result of such a check; or
- h) does not agree to undergo a criminal history check or is disqualified as a result of such a check, if the management committee requests the member to undergo a criminal history check.

6.2.6. A management committee member has no right of appeal against their removal from office under this clause.

## 6.3 Vacancies

6.3.1. If a casual vacancy occurs on the management committee, the continuing members of the management committee may appoint another member of the association to fill the vacancy for the remainder of the term for that position.

6.3.2. With the exception of the positions of president and secretary, the continuing members of the management committee may act despite a casual vacancy on the management committee.

6.3.3. If the number of management committee members is less than 5 as a quorum of the management committee, the continuing members of the management committee may act only to:

- a) increase the number of management committee members to the number required for a quorum; or
- b) call a general meeting of the association.

6.3.4. If a casual vacancy occurs in the position of president or treasurer, the continuing members of the management committee may act only to:

- a) appoint another member of the association to fill the casual vacancy; or
- b) call a general meeting of the association.

## 7. Meetings of the Management Committee

### 7.1 Management committee meetings

7.1.1. The management committee shall meet at least once every month via any means to exercise its functions.

7.1.2. At every meeting of the management committee five members of the committee shall constitute a quorum provided that at least of the executive management committee office bearers are present.

7.1.3. The management committee must decide how a meeting is to be called.

7.1.4. Notice of a meeting is to be given in the way decided by the management committee.

7.1.5. The management committee may hold meetings or permit a management committee member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen.

7.1.6. A management committee member who participates in the meeting as mentioned in clause 7.1.5. is taken to be present at the meeting.

7.1.7. Each management committee member present is entitled to one vote only.

7.1.8. The president is to preside as chairperson at a management committee meeting. If the President is not in attendance the duty falls to the vice president, then secretary.

7.1.9. Subject as previously provided in this rule, the management committee may meet together and regulate its proceedings as it thinks fit: Provided that the questions arising at any meeting of the committee shall be decided by a majority of votes and in the case of equality of votes on any question the chairman of the meeting shall have a deliberate and casting vote.

7.1.10. 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 and be rescheduled.

## 7.2 Special meeting

7.2.1. If the secretary receives a written request signed by at least half of the members of the management committee, the secretary must call a special meeting of the management committee by giving each management committee member notice of the meeting within 14 days after the secretary receives the request.

7.2.2. If the secretary is unable or unwilling to call the special meeting, the president must call the meeting.

7.2.3. A request for a special meeting must state:

- a) why the special meeting is called; and
- b) the business to be conducted at the meeting.

7.2.4. A notice of a special meeting must state:

- a) the day, time and place of the meeting; and
- b) the business to be conducted at the meeting.

7.2.5. Only the business listed on the notice of a special meeting of the management committee may be conducted at a special meeting of the management committee.

7.2.6. A special meeting of the management committee must be held within 14 days after notice of the meeting is given to the members of the management committee.

## 7.3 Minutes of management committee meetings

7.3.1. The secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are entered in a minute book, which may be in electronic format.

7.3.2. To ensure the accuracy of the minutes, the minutes of each management committee meeting must be passed at the next management committee meeting, verifying their accuracy.

7.3.3. Minutes of management committee meetings are available for inspection only by the secretary, the management committee and any other person approved by the management committee.

#### 7.4 Resolution of management committee without meeting

7.4.1. A written resolution agreed in writing by a majority of the members of the management committee is as valid and effectual as if it had been passed at a management committee meeting that was properly called and held.

7.4.2. Such a resolution may be validly transmitted and agreed in writing electronically.

7.4.3. A resolution mentioned in clause 7.4.1 may consist of several documents in like form, each agreed in writing by one or more members of the management committee.

7.4.4. A record of the resolution agreed in writing shall be maintained with the association's record of minutes.

#### 7.5 Material personal interests

7.5.1. The secretary shall cause to be kept and updated from time to time a register of declared personal interests of management committee members.

7.5.2. A management committee member who has a material personal interest in a matter being considered at a management committee meeting must:

- a) as soon as the member becomes aware of the interest, disclose the nature and extent of the interest to the management committee;
- b) not be present while the matter is being considered at the management committee meeting;
- c) not vote on the matter; and
- d) disclose the nature and extent of the interest at the next general meeting of the association.

7.5.3. The interest must be recorded in the minutes of the management committee meeting at which the disclosure is made and also in the register of declared interests of management committee members.

7.5.4. Clause 7.5.2. does not apply to a material personal interest:

- a) that exists only because the member belongs to a class of person for whose benefit the association is established; or
- b) that the member has in common with all, or a substantial proportion of, the members of the association.

7.5.5. Clause 7.5.2. does not apply if the management committee, other than the members who have a material personal interest in the matter, decide the member who has a material personal interest in the matter may:

- a) be present while the matter is being considered at the meeting; or
- b) vote on the matter.

7.5.6. If the management committee decides under clause 7.5.5. that a management member who has a material personal interest in a matter may be present at a meeting while the matter is being considered, or may vote on the matter, the management committee must ensure that:

- a) the decision is recorded in the minutes of the management committee meeting and disclosed at the next general meeting of the association; and
- b) details of the decision are given to a member of the association, if requested by the member.

## 8. Annual general meetings or general meetings

### 8.1 Annual General Meeting

8.1.1. Subject to this constitution, the annual general meeting shall be held in either of the months of November or December in each year.

8.1.2. The Secretary shall convene all annual general meeting of the Association by giving not less than fourteen (14) days' notice of such meetings respectively.

8.1.3. The manner by which such notice is given shall be determined by the management committee.

8.1.4. At the annual general meeting ten (10) members shall constitute a quorum.

8.1.5. The business to be transacted at every annual general meeting shall be:

- a) The receiving of the management committees report and the balance sheet and statement of accounts for the preceding financial year;
- b) The receiving and adoption of the financial statement and auditor's report for the preceding financial year;
- c) The election of members of the management committee;
- d) The appointment of the auditor
- e) The election of a patron.

8.1.6. The patron shall be elected on an annual basis. The Patron is to act as a mentor to the Association and assist the management committee in resolving disputes when requested. The Patron is to be used at official functions such as the end of season banquet.

8.1.7. Unless otherwise provided by this constitution, at every annual general meeting: -

- a) If the President or Vice President should be absent from the meeting, then a chairman shall be elected by resolution of a majority of the financial members present at the meeting.
- b) The chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- c) Every question, matter or resolution shall be decided by a majority of votes of the financial members present.
- d) Every financial member present shall be entitled to one vote and in the case of an equality of votes the chairman of the meeting shall have a deliberate and casting vote
- e) Voting shall be by show of hands or a division of members, unless not less than five (5) financial members present demand a ballot, in which event there shall be a secret ballot.

8.1.8. If required under 8.1.7.e., the chairman shall appoint two (2) 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 at which the ballot was demanded.

8.1.9. A member may vote in person or by attorney, and on a show of hands every person present who is a member or a representative of a member shall have one vote. In a secret ballot every member present in person or by attorney or other duly authorised representative shall have one vote.

8.1.10. The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot;

8.1.11. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

ASSOCIATION:

I, \_\_\_\_\_  
of \_\_\_\_\_  
being a member of the above-named Association hereby appoint  
\_\_\_\_\_  
of \_\_\_\_\_,  
or failing him \_\_\_\_\_  
of \_\_\_\_\_,  
as my proxy to vote for me on my behalf at the (annual) general meeting  
of the Association, to be held on the \_\_\_\_\_ day of  
\_\_\_\_\_, **20**\_\_\_\_. \_\_\_\_\_ Signature

This form is to be used \* in favour of the resolution

\* against

\*strike out whichever is not desired.

(Unless otherwise instructed, the proxy may vote as he thinks fit).

8.1.12. The instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meetings at which the person named in the instrument proposes to vote; and

8.1.13. The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every 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. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every management 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 annual general meeting.

## 8.2 General Meeting

8.2.1. The Secretary shall convene a special general meeting of members:

- a) When directed to do so by the management committee; or
- b) Upon being given a requisition in writing signed by not less than twenty (20) members and clearly stating the purpose for which the general meeting is desired;

8.2.2. The Secretary shall convene all general meetings of the Association by giving not less than seven (7) days' notice of such meetings respectively.

8.2.3. The manner by which such notice is given shall be determined by the management committee.

8.2.4. At the general meeting ten (10) members shall constitute a quorum.

8.2.5. Every financial member present shall be entitled to one vote and in the case of an equality of votes the chairman of the meeting shall have a deliberate and casting vote

8.2.6. Voting shall be by show of hands or a division of members, unless not less than five (5) financial members present demand a ballot, in which event there shall be a secret ballot.

8.2.7. If required under 8.2.6., the chairman shall appoint two (2) 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 at which the ballot was demanded.

8.2.8. A member may vote in person or by attorney, and on a show of hands every person present who is a member or a representative of a member shall have one vote. In a secret ballot every member present in person or by attorney or other duly authorised representative shall have one vote.

8.2.9. The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.

8.2.10. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.

8.2.11. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

ASSOCIATION:

I, \_\_\_\_\_  
of \_\_\_\_\_  
being a member of the above-named Association hereby appoint  
\_\_\_\_\_  
of \_\_\_\_\_,  
or failing him \_\_\_\_\_  
of \_\_\_\_\_,  
as my proxy to vote for me on my behalf at the (annual) general meeting  
of the Association, to be held on the \_\_\_\_\_ day of  
\_\_\_\_\_, **20**\_\_\_\_. \_\_\_\_\_ Signature

This form is to be used \* in favour of the resolution

\* against

\*strike out whichever is not desired.

(Unless otherwise instructed, the proxy may vote as he thinks fit).

8.2.12. The instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meetings at which the person named in the instrument proposes to vote; and

8.2.13. 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. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every management 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 annual general meeting.

## 9. Documents and Legal

### 9.1 By-Laws

9.1.1. The management committee may from time to time make, amend or repeal bylaws, 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.

9.1.2. The management committee may make, amend or repeal bylaws, consistent with this constitution, for the internal management of the association.

9.1.3. A bylaw may be set aside by a majority vote of members at a general meeting of the association.

## 9.2 Alteration of Constitution

9.2.1 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, Queensland Government.

9.2.2. Subject to the Act, this constitution may be amended, repealed or added to by a special resolution carried at a general meeting.

9.2.3. However, an amendment, repeal or addition is valid only if it is registered by the chief executive of the relevant government department from time to time having responsibility for supervision of the provisions of the Act.

## 9.3 Common Seal

9.3.1. The association may have a common seal.

9.3.2. If the association has a common seal, the seal must be:

- a) kept securely by the management committee; and
- b) used only under the authority of the management committee.

9.3.3. Each instrument to which the seal is attached must be signed by a management committee member and countersigned by:

- a) the secretary;
- b) another management committee member; or
- c) someone authorised by the management committee.

9.3.4. If the association executes a document without using a common seal, the document must be signed by a management committee member and countersigned by:

- a) the secretary;
- b) another management committee member; or
- c) someone authorised by the management committee.

## 9.4 Documents

9.4.1. The management committee shall provide for the safe custody of books, documents, instruments of title and securities of the Association.

## 9.5 Indemnity

9.5.1. The association shall indemnify its secretary, management committee members, employees and members against all damages and losses (including legal costs) for which any such person may become liable to any third party in consequence of any act or omission done in good faith for the purpose of exercising the association’s functions under the Act.

9.5.2. Indemnity under clause 9.5.1. shall not apply to any loss or damage resulting from the willful misconduct of the person.



## 9.6 Insurance

9.6.1. The association may pay, whether directly or through an interposed entity, a premium for a contract insuring a secretary, management committee member or employee against liability that the person incurs as an officer of the association including a liability for legal costs.

## 10. Finance

### 10.1 Funds and Accounts

10.1.1 The funds of the association shall be banked in the name of the Association in such bank as the management committee may from time to time direct.

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

10.1.3 All moneys shall be banked as soon as practicable after receipt thereof.

10.1.4. All expenditure shall be approved or ratified by the management committee via electronic written approval or verbal in way of minuted meeting.

10.1.5. All payments shall be signed or authorised by any two of the president, vice-president, secretary, or treasurer either:

- a) by cheque
- b) or by bank transfer or BPay.
- c) Cheques shall be crossed "not negotiable" except those in payment of wages or allowances or petty cash recouplement's which may be open.

10.1.6. As soon as practicable after the end of each financial year the treasurer 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, liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.

10.1.7. All such statements shall be examined by the auditor who shall present his 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.

10.1.8. 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;

- a) interest to any such member in respect of moneys advanced by him to the Association or otherwise owing by the Association to him
- b) 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

- c) 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.

## 10.2 Financial Year

10.2.1. The financial year of the Association shall close on the 31<sup>st</sup> day of October in each year.

## 11. Winding Up

### 11.1 Distribution of Surplus Assets

11.1.1. This clause applies if the association:

- a) is wound-up under part 10 of the Act; and
- b) has surplus assets.

11.1.2. The surplus assets must not be distributed among the members of the association.

11.1.3. The surplus assets must be given to one or more other entities:

- a) having objects similar to the association's objects; and
- b) the rules of which prohibit the distribution of the entity's income and assets to its members.

### 11.2. Liability

11.2.1. A secretary, management committee member, employee or member of the association is not personally liable to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association, beyond:

- a) the property of the incorporated association in the person's possession; and
- b) the amount, if any, unpaid by the person in respect of membership of the association.

## 12. Coaches, Managers, and Selectors

### 12.1 Coach and Managers

12.1.1. Nominations for coach and manager of the teams of the Association shall be forwarded to the management committee not later than two weeks after the commencement of the Toowoomba Hockey Association playing season.

12.1.2. The management committee shall appoint a coach and manager. If no nominations are received, then the management committee may appoint any member of the Association to any vacant position provided that member consents to such appointment.

12.1.3. The management committee shall not appoint a coach to a team if a majority of playing members of that team object to the appointment of a particular coach.

## 12.2 Selectors

12.2.1. The management committee reserve the right to make any final selections final.

## 13. Injury Fund

### 13.1 Injury Fund Management

13.1.1. The Association shall maintain in a separate injury fund bank account for the purposes of assisting in the payment of hospital and/or medical expenses at their discretion to cover those injuries/claims that were ascertain whilst representing Rangeville Hockey Club in the sport of field hockey.

13.1.2. The fund shall be administered by the Management Committee.

13.1.3. The Management Committee will maintain an Injury Fund Subcommittee with the responsibility of considering, deliberating and presenting their recommendations for payment of claims to the Management Committee.

13.1.4. The Injury Fund Subcommittee will comprise a minimum of five members, one of whom shall be the current Treasurer of the Association. Two members shall be life members. All subcommittee positions shall be declared vacant at the Annual General Meeting where the elected Treasurer and a minimum of four other trustees are to be elected each year.

13.1.5. Claim for payments out of the injury fund are to be directed to the Management Committee. After considering all payments received from Medicare, Medical Insurance, Queensland Hockey Association Injury Fund, and other benefits received by the claimant, the Management Committee or the Injury Sub-committee will recommend the amount to be paid to the claimant. Any payments made in respect of any claims are at the complete and absolute discretion of the Management Committee and the decision as to what amount, if any, shall be paid in respect of a claim is final. Any approved payment is ex gratia.

13.1.6. The management committee shall each year cause to be deposited to the fund a minimum of FIVE HUNDRED DOLLARS (\$500.00).

13.1.7. All interest earned on the funds shall be credited to the injury fund account.

13.1.8. No funds will be distributed or paid from the Injury Fund other than to fulfil the intent of the fund, to support Association members injured representing the Association.

## 14. Equipment

### 14.1 Equipment Management

14.1.1. Any equipment provided by the Association to teams or to individual members shall remain the property of the club.

14.1.2. An equipment register containing full details of all club-owned equipment shall be maintained by the treasurer.

## 15. Club Colours and Emblem

### 15.1 Colours

15.1.1. The colours of the club shall be red, white and royal blue.

### 15.2 Emblem

15.2.1. The badge of the Association shall be a circular badge depicting a bulldog and displaying the words "Rangeville Hockey Club".

15.2.2. The emblem of the club shall be the bulldog.

## 16. Transfer of Playing Members

### 16.1 Transfer

16.1.1. Any playing member wishing to leave the Association to transfer to another club shall apply in writing to the Association for a transfer.

16.1.2. A transfer shall not be granted unless such member desiring to transfer has fully paid any fees owing to the association and returned to the Association any of the Association's equipment he may have had in his possession.

16.1.3. Any person who desires to join the Association as a playing member and who was previously a member of another hockey club shall furnish to the club the required clearance from his/her former club or association prior to registration with the Toowoomba Hockey Association as a Rangeville Hockey Club member.