

**CONSTITUTION
of the
SPORTING SHOOTERS' ASSOCIATION
of
AUSTRALIA
(PARA BRANCH) INC.**

DRAFT 2020



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SPORTING SHOOTERS' ASSOCIATION
of
AUSTRALIA (PARA BRANCH) INC.

Incorporating Amendments Oct. 1991;
Oct. 1992; Oct. 1994; Oct. 1998; Oct. 2000; Sept 2005, Sept 2007,
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1. NATURE:

- 1.1 The name of the Association is the SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA (PARA BRANCH) INCORPORATED, hereinafter referred to as this Association.
- 1.2 The office of this Association shall be at Adelaide or such other place or places in the state of South Australia as may be determined at Annual General Meetings.
- 1.3 As a constituent part of the SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA INCORPORATED and the SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA (SOUTH AUSTRALIA) INCORPORATED this Association accepts and adheres to the constitutions of those bodies except where there shall be any inconsistency and in such case this Constitution or any matter or thing done or pursuant to this Constitution shall prevail.
- 1.4 The Association is bound by section 25 of the Associations Incorporation Act 1985.

2. DEFINITIONS:

- 2.1 In this 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.
- 2.2 "S.S.A.A.(National)" means SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA INCORPORATED being the Australian National body of SPORTING SHOOTERS' ASSOCIATIONS.
- 2.3 "S.S.A.A.(State)" means SPORTING SHOOTERS' ASSOCIATION OF AUSTRALIA (SOUTH AUSTRALIA) INCORPORATED, being the South Australian State body of the S.S.A.A.
- 2.4 "Branch" means a full Member of S.S.A.A. (State).
- 2.5 "Range" means an area or areas set aside for competitive forms of shooting under the auspices of S.S.A.A. (National) or S.S.A.A. (State) and operated by a Branch.

2. DEFINITIONS Cont.:

- 2.6 "Section" or "Club" means three (3) or more persons regularly engaged in shooting an approved distinct competitive shooting discipline recognised by S.S.A.A. (National), S.S.A.A. (State) or this Association on a Range.
- 2.7 The Sections of this Association shall be those listed below and such other as may be from time to time be admitted by the Council.
- 2.8 The operating Rules as approved by the Council become part of the By-Laws of this Association.
- 2.9 The Sections are:
- S.S.A.A.(PARA BRANCH) (I.S.U.) Pistol Club
 - S.S.A.A.(PARA BRANCH) Practical Shooting Club
 - S.S.A.A.(PARA BRANCH) Handgun Silhouette Club
 - S.S.A.A.(PARA BRANCH) International Running Target Section
 - S.S.A.A.(PARA BRANCH) Muzzle loading Blackpowder Club
 - S.S.A.A.(PARA BRANCH) Field Rifle Section
 - S.S.A.A.(PARA BRANCH) Bench Rest Section
 - S.S.A.A.(PARA BRANCH) Lever Action Section
 - S.S.A.A.(PARA BRANCH) Shot Gun Club
 - S.S.A.A.(PARA BRANCH) Air Rifle Section
 - S.S.A.A.(PARA BRANCH) Positional Rifle Section
 - S.S.A.A.(PARA BRANCH) Silhouette Rifle Section
 - S.S.A.A.(PARA BRANCH) Collectors Club Inc.
 - S.S.A.A.(PARA BRANCH) Single Action Shooting Club
 - S.S.A.A.(PARA BRANCH) Single Shot Rifle Section
 - S.S.A.A.(PARA BRANCH) Combined Services Section
 - S.S.A.A.(PARA BRANCH) Field and Stream Section
 - S.S.A.A.(PARA BRANCH) Cowboy Lever Action Silhouette Rifle Section
 - S.S.A.A.(PARA BRANCH) Field and Stream Club
 - S.S.A.A.(PARA BRANCH) Target Pistol Section
 - S.S.A.A.(PARA BRANCH) TRSA Smallbore Rifle Section

3. AIMS AND OBJECTS:

- 3.1 The achievement and maintenance of a favourable environment to promote the sport of target shooting, competition, hunting, collecting, firearm related activities and other related activities as approved by this association or S.S.A.A (State).
- 3.2 To seek improvements in the laws pertaining to firearms, and to support or oppose proposed amendments to existing or proposed legislation.
- 3.3 To seek improvements in the laws pertaining to wildlife (indigenous and introduced) and support or oppose proposed amendments to existing or proposed legislation.
- 3.4 To advocate and undertake game conservation and the legal recognition of game animals (indigenous and introduced).
- 3.5 To provide assistance and education for all eligible people in the art of shooting, safe handling of fire-arms, field etiquette and knowledge of laws relative to shooting.
- 3.6 To raise the sporting shooter in public esteem by promotion of a better understanding between public, land holders and sporting shooters.
- 3.7 To encourage all hunters and shooters to abide by a strict code of ethics as laid down by S.S.A.A. (National).
- 3.8 To establish Ranges for the use by Members of this Association.
- 3.9 To represent this Association at all Meetings of S.S.A.A. (State).
- 3.10 To do all such other things as are conducive or incidental to the attainment of the above aims and objects or any of them.

4. POWERS:

4.1 To implement the aims, objects and purposes of this Association, the Association shall also be deemed to have the following powers:-

- (a) the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the aims, objects and purposes of this Association;
- (b) the buying, selling, and supplying of, and dealing in goods or specified goods which may be deemed necessary or convenient for any of the aims, objects and purposes of this Association;
- (c) the construction, maintenance, and alteration of buildings or works necessary or convenient for any of the aims, objects and purposes of the Association;
- (d) the accepting of any gift, whether subject to a special trust or not, for any one or more of the aims, objects and purposes of the Association;
- (e) the taking of such steps from time to time as the Council in General Meeting may deem expedient for the purpose of procuring contributions to the funds of this Association, by way of donations, subscriptions or otherwise;
- (f) the printing and publishing of such websites, social media posts, newspapers, periodicals, books, leaflets, or other documents as the Council in General Meeting may think desirable for the promotion of the aims, objects and purposes of this Association;
- (g) the borrowing and raising of money in such manner and on such terms as the Council may think fit or as may be approved or directed by resolution passed at a General Meeting; and 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 this Association;
- (h) the making of gifts, subscriptions, or donations;

4. POWERS Cont.:

- (i) the establishment and support, or aiding in the establishment and support of associations, institutions, funds, trusts, schemes, and conveniences calculated to benefit Members, servants or past servants of this Association and their dependents, and the making of payments towards insurance in relation to any of those purposes;
- (j) the establishment and support, or aiding in the establishment or support, of any other association formed for any of the aims, objects and purposes of this Association, that the Council may be agreeable to;
- (k) the doing of all other things as are incidental or conducive to the attainment of the aims, objects and purposes of this Association as specified in the foregoing provisions.
- (l) where it furthers the objects of the Association to amalgamate with any one or more other organizations having similar objects, the other organisation(s) must have rules prohibiting the distribution of its (their) assets and income to members, and must be exempt from income tax.

5. MEMBERSHIP:

5.1 Full Membership of this Association shall be available to any person being a Member of S.S.A.A. whose membership card carries the National Endorsement for Para Branch and who subscribes to the Aims and Objects of this Association and this Constitution on a year to year basis and subject to the Constitution conditional upon payment of the prescribed Range Membership fee and will comprise of financial Members of six classes being Ordinary Membership, Family Membership, Junior Membership, Honorary Membership, Life Membership and Guardian Membership.

- (a) Ordinary Membership shall be available to all persons over the age of twenty one (21) years of good standing in the community.
 - (i) A pensioner concession can be applied to an ordinary membership, subject to the ordinary member producing a valid Australian Government Pensioner Concession Card.
 - (ii) A student concession can be applied to an ordinary membership, subject to the ordinary member producing a valid Australian Tertiary Student Card.

5. MEMBERSHIP Cont.:

- (b) Family Membership shall be available to the any family relative of an Ordinary Member and any child or children of those Members over the age of twenty one (21) years and residing at the same address as the Ordinary Member. Adult Family Members shall have all the rights, benefits and privileges of Ordinary Membership.
- (c) Life Membership: An Ordinary or Adult Family Member may be elected to the position of Life Membership. The prospective Life Member must be proposed and seconded by two (2) Ordinary, Life or Adult Family Members to Council. Council must investigate the proposal based merely on merit and for exceptional services rendered to this Association. If the prospective Life Member's nomination is approved by Council then the question of Life Membership status shall be referred to and appear on the Agenda of the next Annual General Meeting for the consideration of that Meeting. Any deliberation on the motion before any Meeting must be in the absence of the nominee. The vote at any Annual General Meeting must be taken by secret ballot in the absence of the nominee. The election to Life Membership shall exempt such person from payment of any further Membership subscription, but such person shall enjoy all the other rights and benefits of an Ordinary Member including the power to vote for or against any motion and the right to serve on any Committee if elected.
- (d) Honorary Membership: The prospective Honorary Member must be proposed and seconded by two (2) Ordinary, Life or Adult Family Members to the Council. Council is to investigate the proposal. If the prospective Honorary Member is approved by Council the matter will be referred to and appear in the Agenda of the next Annual General Meeting. Vote by secret ballot must be taken in the absence of the nominee. Once elected, an Honorary Member shall hold that status for such period as the Annual General Meeting may deem expedient and he shall be entitled to all privileges of Membership except that he will not be eligible to vote at any Annual General Meeting or Special General Meeting or to serve as a Member of the Council.
- (e) Junior Membership shall be available to any person under the age of twenty one (21) years of good standing in the community. Members aged under eighteen (18) shall not be eligible to vote at any Annual General Meeting or Special General Meeting nor hold any Office.

- (f) Guardian Membership shall be available to any person being a Member of the S.S.A.A whose membership card carries the National Endorsement for Para Branch and who subscribes to the Aims and Objects of this Association and this Constitution on a year to year basis, and subject to the Constitution conditional upon payment of the prescribed Range Membership fee. Each year the prospective Guardian Member must be proposed and seconded by two (2) Ordinary, Life or Adult Family Members to the Council. Council is to investigate the proposal. If the prospective Guardian Member is approved by Council, then Guardian Membership shall be granted. A Guardian Member shall not be entitled to any of the privileges of Membership except when requested by the Guardian Member and approved by council.
- 5.2 Associate Membership shall be available to any person being a Member of S.S.A.A. whose membership card carries the National Endorsement for any other branch and who subscribes to the Aims and Objects of this Association and this Constitution on a year to year basis. Such a person shall not be entitled to vote on any matter before this Association nor hold any Office.
- 5.3 Trade Membership shall be available to any individual or organization who endorses the aims and objects of this Association but is not eligible for Full Membership. Such an individual or organization shall not be entitled to vote on any matter before this Association.
- 5.4 Application for Ordinary, Family, Junior, Associate, Trade and Guardian shall be made on the prescribed form and lodged with the Association Secretary or at Para Range.
- 5.5 Upon receipt of an application form and membership fee payment, such new Members shall be subject to a mandatory probationary period of six (6) months. Council may extend the mandatory probationary period up to 12 months during the six (6) month probationary period. Notification to extend the probationary period is to be made in writing. Council may terminate the Membership without refund of any fees paid by that Member. Upon being accepted as Members of this Association the successful applicant will assume all the rights and responsibilities of the appropriate class of Membership.
- 5.6 All Members shall adopt and adhere to this Constitution and the By-Laws of this Association together with such Range By-Laws or Rules as may be expedient for the running of any Range or Section.

6. ANNUAL GENERAL MEETINGS:

- 6.1 The Annual General Meeting of this Association shall be held in the month of September each year or as soon as possible thereafter. All Full Members shall be given prior notice in writing at least thirty (30) days before the Meeting for the following purposes:-
- (a) To receive the annual report and audited financial statements submitted by the officers of this Association.
 - (b) To elect the office bearers as all elected offices of this Association automatically become vacant at the Annual General Meeting and office bearers shall be elected as follows:-
 - (i) Nominations in writing for election to office for the ensuing twelve (12) months must be in the hands of the Secretary fourteen (14) days prior to the Annual General Meeting and be signed by a proposer, a seconder and the nominee, all of whom must have been financial members for a period of more than six (6) months.
 - (ii) The election of the Management Committee, Committee Members and the Ratification of Captains of the respective Sections shall take place at the Annual General Meeting and the Terms of Office shall be for one year except when the date of the Annual General Meeting is altered under Section 6.1
 - (iii) If insufficient written nominations for Management Committee and Committee Members are received, then the **Chairperson** may call for nominations from Ordinary, Life and Adult Family Members present at the Annual General Meeting.
 - (c) Notwithstanding sub section 6.1.b, all elected or appointed officers of the Association shall be eligible for re-election or re-appointment.
 - (d) To decide on any resolution or business which may be duly submitted to the Meeting under this Constitution and By-Laws of which fourteen (14) days prior notice shall have been given to the Secretary.
- 6.2 Captains are to be elected by the Members of their respective Sections at least thirty (30) days prior to the Annual General Meeting of this Association and to take office immediately. Such appointments are to be ratified by the Annual General Meeting of this Association.

7. BALLOTS

At all Meetings of this Association:

- 7.1 The President of this Association shall be the Chair at all Meetings of this Association. If the President is not present, the Senior Vice-President shall take the chair and if there be no Senior Vice-President present, the Junior Vice-President shall take the chair and if there be no Junior Vice-President present, the delegates shall elect one of their number as Chair.
- 7.2 The Chair decision on points of order shall be final. The Chair declaration of the result of any ballot shall be conclusive.
- 7.3 In the event of an equality of votes on any issue the Chair shall declare the motion lost.
- 7.4 In the event of a Member having reasonable doubt as to the declared result of a show of hands, the Chair may call a point of order and request a ballot.
- 7.5 The Chair shall not have a vote.

8. VOTING

- 8.1 All voting shall be by show of hands unless a motion is passed at the meeting, calling for a secret ballot.
- 8.2 A secret ballot shall be conducted for all election voting of Management Committee and Committee Members.
- 8.3 Only Ordinary, Life, Adult Family Members and Junior Members aged over eighteen (18) of this Association present at the Meeting shall have the right to vote at Meetings. These Members must be able to produce proof of current financial Membership. They must, also, have been Members for a period of not less than six (6) months.

9. SPECIAL GENERAL MEETINGS

- 9.1 A Special General Meeting of this Association shall be called at the written request of any three of the members of Council or at the request of twenty-five (25) or more Ordinary, Life, Family or junior members aged over eighteen (18) provided that the objectives for which the Meeting is desired are set out in the written request. Such Meeting shall be convened not less than twenty-one (21) days nor more than forty-two (42) days after receipt by the Secretary or President of such request.

10. CORPORATE POWERS

10.1 The corporate powers of this Association expressed or implied, shall be vested in and exercised by the Committee of Councillors (hereinafter referred to as the Council).

11. COMPOSITION OF THE COUNCIL

- 11.1 The Council will comprise the President, Senior Vice-President, Junior Vice-President, Secretary, Treasurer and six Committee Members all of whom shall be elected at the Annual General Meeting and the Captains (or their designated nominees) of each Section of this Association. PROVIDED HOWEVER, that not more than two persons whose primary occupation is in the arms and ammunition trade shall hold office or be entitled to be a Councillor. Any person whether a Member or not may be co-opted by the Council to serve on sub-committees.
- 11.2 If there shall be passed a motion of "no confidence" against a person who is an Office Bearer, Committee Member, Section Captain or Member of any other Committee or Sub-Committee of this Association then such person shall immediately be deemed to have resigned and may not hold any office within this Association for a period set by the Council at that Meeting.
- 11.3 If any Member of Council is absent without leave or fails to convey to the Chair an apology for such absence on three (3) or more consecutive Meetings of Council then Council may dismiss that person and fill the vacancy created by appointing another Councillor.
- 11.4 The Council shall be responsible for promoting and carrying out the objects and powers of this Association and shall have the care, control, management and conduct of all property Sub-Committees, Sections and affairs of this Association and may enter into agreements, contracts or arrangements in relation thereto.

12. COMMITTEE OF MANAGEMENT

- 12.1 Committee of Management: Shall comprise the President, Senior Vice-President, Junior Vice-President, Secretary and Treasurer to run the day to day administrative affairs of this Association under the direction of Council and carry out the policy determined by Council from time to time. That all cheques electronic money transfers, drafts bills of exchange and promissory notes shall be approved by two members of the committee of management.

13. QUORUM

- 13.1 At all Annual General or Special General Meetings of this Association, twenty (20) Ordinary, Life or Adult Family Members shall be a quorum and all matters shall be decided by a majority of votes.
- 13.2 At all Council Meetings, fifty-one (51) per cent of the whole of the Council Members shall be a quorum and all matters before the Council shall be decided by a majority of votes.
- 13.3 No resolution of this Association may be rescinded except by a superior Committee or Meeting unless the motion for rescission is on notice in writing one month in advance and is carried by the originating Committee or Meeting by a majority of seventy-five (75) per cent of the whole of the Members thereof voting in favour of the new motion.

14. CASUAL VACANCIES

- 14.1 Should any vacancy occur in the Council of this Association other than in the normal course of elections, the Council shall have power to fill such vacancy and such Member duly appointed shall hold office for the unexpired portion of that predecessor's term. In the case of Section Captains the Council shall appoint the Section's duly elected replacement.

15. BY-LAWS

- 15.1 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 15. Subject to notice being given in accordance with the Constitution, By-Laws may be adopted, varied or revoked by resolution passed at any General Council Meeting by seventy five (75) percent of Members present and voting.
- 15.2 A By-Law becomes effective immediately after it had been adopted unless otherwise stipulated by the resolution.
- 15.3 By-Laws may deal with all matters pertaining to the Constitution, including, but not limited to:
 - (a) the right and obligations of Members; and
 - (b) other matters which are not specified by the Constitution or the Act.

- 15.4 A By-Law which, directly or indirectly, is inconsistent with a provision of the Constitution or the Act is invalid.
- 15.5 A By-Law and the terms therein are to be interpreted in accordance with the Constitution unless expressly stated otherwise.
- 15.6 Members may request a copy of the By-Laws from the Secretary.

16. HOLDING OF MEETINGS AND NOTICES

- 16.1 Regular Meetings of the Council shall be held in each year at such frequency times and places as are necessary to properly manage this Association and deal with all business of this Association and such Meetings shall be held not less frequently than three (3) monthly. All Members of Council shall be given at least fourteen (14) days prior notice of any Council Meeting except in the case of emergency.

17. PRESIDENT

- 17.1 The President shall be the Chief Executive Officer and **Chair** of this Association. **They** shall act as liaison officer between this Association and all other associations, bodies, persons or groups including Governmental or semi-Governmental bodies. **They** shall not have a casting vote.

18. VICE PRESIDENTS

- 18.1 If for any reason the President is unable to perform his duties, the Senior Vice-President shall occupy his position and perform his duties having the same authority as the President.
- 18.2 If for any reason the office of the President shall become vacant, the Senior Vice-President shall succeed in office.
- 18.3 If for any reason the office of the Senior Vice-President shall become vacant the Junior Vice-President shall succeed him and undertake his duties. If for any reason the office of the Junior Vice-President shall become vacant a Junior Vice-President shall be appointed by Council from a current Council Member.

19. SECRETARY

- 19.1 The Secretary shall be under the supervision and direction of the Council and shall keep a record of Members, record attendances, be concerned with and record all correspondence, record the minutes of all Meetings, record resolutions adopted and the activities undertaken by this Association. The Secretary shall summon Meetings of the Council and this Association.

20. TREASURER:

- 20.1 The Treasurer shall keep correct books of account showing the financial affairs of this Association and be responsible for the care of this Association's funds. The Treasurer shall receive all moneys and deposit same in a bank or banks nominated by the Council and attend to payment of the liabilities of this Association when authorised and directed by the Council.
- 20.2 The Treasurer shall be a member of the Councils' nominated Finance Committee.
- 20.3 The Treasurer shall ensure independent audits of the Association's Accounts, Books and Outstanding are performed annually.

21. PUBLIC OFFICER

- 21.1 The public officer of the Association will be a resident of the State of South Australia, who must within fourteen (14) days of incorporation of this Association, and when elected at any other time thereafter, give notice to the Registrar of the appointment, the full name, address and any subsequent changes therein, and:
- 21.2 They shall hold and be responsible for the safe keeping of the Seal of this Association, and shall affix the Seal to any instrument when authorised and instructed to do so by the Council;
- 21.3 They are empowered to convene a Special General Meeting of this Association and to investigate the grievance of a petitioner, should he believe it wise, prudent or necessary to do so;
- 21.4 They must fulfill those duties required by the Associations Incorporation Act 1985, of the State of South Australia or an Act amending the same or in substitution thereof;
- 21.5 They may attend all Meetings of this Association.

22. MEMBER PROTECTION INFORMATION OFFICER (MPIO)

- 22.1 The association shall ratify the appointment of an MPIO at each Annual General Meeting
- 22.2 The MPIO shall be the guardian of the rights of full Members and associate Members of this 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;

23. FINANCE

- 23.1 The financial year of this Association shall be from 1st July to 30th June next
- 23.2 Annual subscriptions, affiliation fees, or any other per capita fee or levy will be fixed by this Association at the Annual General Meeting.
- 23.3 All moneys of this Association excluding those moneys raised by individual Sections shall be paid into the general account of this Association at such bank as the Council shall from time to time direct.
- 23.4 No moneys shall be drawn from this account by cheque or by electronic means unless **authorised** or signed by two members of the Management Committee. No cheque or electronic transfer shall be signed or money withdrawn unless such withdrawal has been sanctioned by the Council.
- 23.5 The books and accounts of this Association shall be audited annually by an independent auditor approved by Council.
- 23.6 A Finance Committee of at least four persons nominated by the Council shall exist to manage the budget and expenditures of the association.
- 23.7 The Finance Committee shall be responsible for the Asset Management of the Associations facilities and equipment . The Finance Committee shall establish and maintain the Association's Asset Register.
- 22.8 The Finance Committee shall provide quarterly reports of the financial status of the Association.

24. PATRONAGE:

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

25. MEMBERSHIP RIGHTS AND OBLIGATIONS

- 25.1 Membership of this Association shall entitle Members to all rights and privileges and subject to all obligations which Membership in this Association confers or implies.
- 25.2 All Members will act in the best interests of the sport, the Association and the SSAA(SA).
- 25.3 Without limiting such rights and obligations, the rights of Ordinary, Life and Adult Family Members shall entitle them to nominate any other Ordinary, Life or Adult Family Member as a candidate for office of Council and the right to vote in all matters requiring a vote of the Members and such obligations shall include a regular attendance of office bearers and Council Members, prompt payment of dues, participation in Association activities ~~and conduct reflecting a favourable image of this Association in the community.~~
- 25.4 Every Member of this Association shall within fourteen (14) days communicate to the Secretary his change of address.
- 25.5 The annual subscription and other fees shall be paid punctually to the Secretary of this Association no later than thirty (30) days after the due date and for this purpose time shall be of the essence.
- 25.6 If any Ordinary, Life, Adult Family or Associate Member shall fail to pay the annual subscription within thirty (30) days of the due date, written notice shall be sent by the Secretary of this Association to a Member calling attention thereto and if such subscription shall not be paid within one calendar month after the posting of such notice that Member shall cease to be a Member of this Association.

26. INFRINGEMENT OF RULES

- 26.1 Every Member of the Association agrees to comply with this Constitution, any rules, By-Laws and resolutions passed by Council or General Meeting. Any refusal or neglect to do so may render such Member liable to disciplinary action.
- 26.2 The Association may take disciplinary action against a Member in accordance with this clause if the Committee of Management determines that the Member has:
- (a) breached, failed, refused or neglected to comply with a provision of the Constitution, any rules, the By-Laws or any resolution or determination of the Council or any duly authorised committee;
or
 - (b) acted in a manner unbecoming of a Member or prejudicial to the objectives and the interests of the Association and or the sport;
or
 - (c) 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.
- 26.3 That Member subject to sub-clause 25.2 above will be subject to, and submits unreservedly to the jurisdiction, procedures, sanctions and appeal mechanisms of the Association.
- 26.4 **“Disciplinary action”** includes any or all of:
- (a) reprimand the Member;
 - (b) impose a formal warning with conditions and reporting requirements for a specified period;
 - (c) suspend the membership rights of the Member in whole or in part for a specified period and or subject to any conditions;
 - (d) refusal to renew the Member’s membership; or
 - (e) expel the Member from the Association in accordance with the Constitution.

- 26.5 Without the limiting the generality of this section, and in accordance with the Firearms legislation from time to time applicable in South Australia, any Member whose firearms licence has been revoked or suspended may be refused his Membership or have his membership revoked or suspended.
- 26.6 A complaint against any Member or Members of the Association will only be accepted if it is in writing and signed by the complainant. On the Committee of Management receiving such complaint, and if the Committee of Management is satisfied there are sufficient grounds to investigate the matter, the Committee of Management must investigate the matter sitting as the disciplinary committee. The disciplinary committee must observe the rules of natural justice at all times.
- 26.7 Any member who may be considered to have infringed the Constitution, any rule, By-Law or resolution, shall be called upon to appear before disciplinary committee, to answer such charges as may be laid against him. If such charges be found to be proven the disciplinary committee may impose disciplinary action. The disciplinary committee in its sole discretion shall provide such reasonable notice period to the alleged offender to appear before it as it deems appropriate in all the circumstances, otherwise the matter shall be deemed to be closed.
- 26.8 Any member so disciplined, censured, suspended or expelled shall be notified in writing by certified mail within (7) days of such penalty being imposed.
- 26.9 If a member, against whom a charge has been laid under the clauses, refuses or fails to attend the meeting of the disciplinary committee at which the said charge or charges are to be heard, the charge may be heard in his absence.
- 26.10 Any Member expelled in accordance with the Constitution or otherwise ceasing to be a Member of this Association shall forfeit all rights to any claim upon this Association.
- 26.11 Any decision made by the Committee of Management sitting as a disciplinary committee must be carried by a seventy five (75) percent majority.

27. STAY OF APPLICATION OF DISCIPLINARY ACTION

- 27.1 The loss of rights of any member of this Association by a motion in accordance with Section 26 of this Constitution will not come into force until 5.00pm on the thirtieth (30) day after the meeting at which it was resolved that the member be disciplined.
- 27.2 Any member who is subject to disciplinary action shall have the right to appeal against such penalty. A written appeal must be lodged with the Secretary or the President within thirty (30) days of the affected member having received notification of disciplinary action.
- 27.3 Upon receipt of a written appeal from the affected member, a council meeting shall be convened not less than thirty (30) days nor more than sixty (60) days after receipt of the appeal, at which time the disciplinary committee may speak to the action which led to the imposition of disciplinary action, and the subject Member may speak on his own behalf.
- 27.4 Should the Council resolve to support the penalty imposed by the disciplinary committee, then the Member shall have the right to appeal against such penalty to the SSAA(SA) in accordance with that constitution. The appeal must be in writing and lodged with the Secretary of SSAA(SA) within thirty (30) days of the council meeting.
- 27.5 All Appeals lodged under this clause shall be heard by the Executive Committee of SSAA(SA) sitting as the Club's Appeal Board.
- 27.6 The Club's Appeal Board may accept additional evidence to the written Appeal, in whatever manner that it sees fit.
- 27.7 The Association and the Member subject to this clause 25 will be subject to, and submit unreservedly to the jurisdiction and decision of the Club's Appeal Board.
- 27.8 A decision must be carried by a resolution pursuant to the SSAA(SA) Constitution.

28. THE ONLY CONSTITUTION OF THIS ASSOCIATION

- 28.1** This shall be the only Constitution of this Association and shall come into force forthwith and shall not be altered, varied, added to or repealed unless seventy-five (75) per cent of Association Ordinary, Life or Adult Family Members present at a Meeting Specially convened for that purpose are in favour of such alteration, variation, addition or repeal and who must be given prior notice of motion in writing received not less than twenty one (21) days prior to the Meeting.
- 28.2** Clause 28.1 shall not be added to, altered or repealed unless seventy-five (75) per cent of such Ordinary, Life or Adult Family Members present at such Special Meeting vote in favour of such amendment. S.S.A.A (S.A) approval **is obtained in writing.**
- 28.3** Notwithstanding clause 28.1, no amendment to the Constitution shall come into force without first obtaining written approval of the SSAA(SA). Failure to comply with the requirements of this clause 28.3 will render any amendments made without approval by the SSAA(SA) void or membership of this Association to the SSAA(SA) subject to decision of SSAA(SA), which may include suspension or expulsion of the Association.

29. APPLICATION OF PROPERTY, ASSETS AND INCOME

- 29.1 The property, assets and income of this Association wherever and however derived, shall be applied towards the promotion of the objects of this Association and no portion of thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to individuals or to Members of this Association .
- 29.2 Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of this Association or any Member in return for services actually rendered nor prevent the payment of interest on money borrowed from any Member of this Association.

30. FAILURE OF THIS ORGANISATION

- 30.1 This Association may be wound up in the manner provided for in the Act.
- 30.2 If this Association becomes defunct or is abandoned, its funds, property or assets shall be transferred to the S.S.A.A. (State). If this Association is not revived after a lapse of six (6) years S.S.A.A. (State) after deduction of its charges shall apply the residue thereof for the benefit of another organization(s) within South Australia having objects the same or similar to those of this Association before it ceased to function, which is exempt from income tax.

31. AUTHORISATION TO BORROW MONIES

- 31.1 If at any time this Association shall pass a resolution authorising the Council to borrow money for the purposes of this Association the Council shall thereupon be empowered to borrow such amount of money either at one time or from time to time and at such rates of interest and in such form or manner and upon such security as shall be necessary.
- 31.2 All Members of this Association whether voting on such resolution or not and all persons becoming Members of this Association after the passing of such resolution shall be deemed to have assented to the same as if they had voted in favour of such resolution.

32. THE COMMON SEAL OF THIS ASSOCIATION

- 32.1 The Common Seal of this Association shall not be affixed to any deed or document without the prior authority of a resolution by the Council. All documents requiring execution by this Association shall be sealed with the Common Seal and countersigned by either the President or the Secretary together with one other Member of the Council.

33. THE NAME, EMBLEM AND GOODWILL

- 33.1 The name, emblem, insignia or badge of this Association shall be of a design approved by the Council. The name, goodwill, emblem, and badge and other insignia of this Association shall not be used for any purpose except those expressly authorised by the provisions of this Constitution or by policies of this Association and no other individual or identity may use the name, goodwill, emblem or other insignia of this Association without such written consent first had from the Council.

34. INTERPRETATIONS AND AUTHORITIES

- 34.1 In the event of any doubt or difficulty arising as to the meaning of any rule or to any question arising as to their interpretation Council shall have power to pronounce a decision thereon and its decision shall be final and binding on Members.
- 34.2 In the absence of rules in this Constitution or in the By-Laws of this Association the proceedings of this Association's Council Meetings and Annual or Special General Meetings shall be conducted in accordance with N. Rentons "Guide for Meetings and Organisations."

