

SUNSHINE COAST HOCKEY ASSOCIATION INCORPORATED

CONSTITUTION

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SUNSHINE COAST HOCKEY ASSOCIATION INC.

CONSTITUTION

1. NAME

- 1.1 The name of the Incorporated Association shall be the Sunshine Coast Hockey Association Incorporated (in these rules called 'the Association').

2. OBJECTS

The objects for which the Association is established are:-

- 2.1 To promote, foster and control the game of Hockey in that area commonly known as the Sunshine Coast area, and/or such other places as the Hockey Queensland may permit.
- 2.2 To promote, arrange and fully control all games between Clubs, and/or Sub-Associations in competition generally within the said area.
- 2.3 To arrange for representation of the Association or any other Association or other body or bodies formed for the purpose of promoting and/or controlling the game of Hockey in any part of the World, and to co-operate with any such body or bodies in any way which the Association deems conducive to the attainment of these objects, or any one of them.
- 2.4 To promote the physical enjoyment and recreation of members.
- 2.5 To control all or any Sub-Associations formed within its boundaries, provided however that it may grant permission to any such Sub-Association to become affiliated with the Hockey Queensland.
- 2.6 To acquire, establish, print and publish any newspapers, periodicals, or other literary work that the Association may think desirable for the promotion of any of its objects.
- 2.7 To hear, investigate and adjudicate upon any charge against any Club, Sub-Association or other Association affiliated with the Association, or against any member of the Association, or any affiliated Association, Club or Sub-Association, and to take such action thereon as may be deemed advisable.
- 2.8 To raise funds by subscription, fees, fines or other payments and by social or other functions.

- 2.9 To purchase, rent, lease or develop playing grounds and facilities upon such terms and conditions as may be thought advisable.
- 2.10 To subscribe to any local or other charity and grant donations for any public purpose
- 2.11 To purchase, and acquire any personal chattels.
- 2.12 To purchase, acquire and hold real property
- 2.13 To erect, build and to maintain buildings upon any real property
- 2.14 To lease and let any real property on such conditions and for such terms as may be deemed advisable.
- 2.15 To invest or lend monies of the Association in such a manner as may be recommended by the Management Committee, with the approval of a General Meeting.

3. POWERS

The Powers of the Association are:-

- 3.1 To take over the funds and other assets and liabilities of the present unincorporated association known as the Sunshine Coast Hockey Association.
- 3.2 To subscribe to, affiliate with, or become a member of and co-operate with any other association, club or organization, whether incorporated or not, whose objects are altogether or in part similar to those of the association provided that the Association shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of clause 33.10.
- 3.3 In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or person frequenting the Association's premises.
- 3.4 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.

- 3.5 To enter into any arrangements with any Government or other Authority or Body 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 other Authority or Body any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 3.6 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons which may be necessary or convenient for the purposes of the Association.
- 3.7 To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects.
- 3.8 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly to advance the Association's interests, and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- 3.9 To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit.
- 3.10 To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.
- 3.11 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 such person or body corporate, and otherwise to assist any person or body corporate.
- 3.12 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 notes 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.

- 3.13 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 3.14 In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association.
- 3.15 To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others.
- 3.16 To take any gift or property whether subject to any special trust or not, for any one or more objects of the Associations but subject always to the provision in clause 33.4.
- 3.17 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.
- 3.18 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
- 3.19 In furtherance of the objects of the Association to amalgamate with any one or more incorporated association having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of clause 33.10.
- 3.20 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.
- 3.21 In furtherance of the objects of the Association to transfer all or part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorized to amalgamate.
- 3.22 To make donations to patriotic, charitable or community purposes.

3.23 To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

3.24 To do all such things as are incidental or conducive to the attainment of the objects and the exercise of the power of the Association.

4. CLASSES OF MEMBERSHIP

4.1 The membership of the Association shall consist of Sub-Associations, Associate Associations, Kindred Associations, Clubs, ordinary members and any of the following classes of members:-

(a) **AFFILIATES: SUB ASSOCIATIONS, ASSOCIATE ASSOCIATIONS, KINDRED ASSOCIATIONS AND CLUBS:**

As a condition of application for membership of the Association, the applicants in aforementioned classes shall ensure that their respective constitutions are not in conflict with this Constitution, and where necessary shall take the necessary action to remedy such conflict by amending their Constitutions as soon as reasonably possible.

As a condition of retaining membership of the Association, no person or organization may be admitted to membership of any of the aforementioned organizations while under suspension or ban imposed by any other organization which is a member of the Association, affiliated with the Association or with which the Association is affiliated. Any such suspension or ban shall be treated as though applied by the Association.

Membership of the Association shall be subject to the payment of such affiliation fees, membership fees, registrations, levies and any other such monies which are due to the Association.

This class of membership in the Association shall be known as Affiliates.

(b) **ORDINARY MEMBERS**

Ordinary Members shall be members who actively participate in the game of hockey as a registered financial player during the current season. These members may combine to form Clubs, Sub-Committees and Sub-Associations or Kindred Associations which shall be governed by their respective constitutions. Such members must pay the prescribed fees of the Association (SCHA) and Club or Sub-Association or Kindred Association.

Ordinary members shall have voting rights

(c) ASSOCIATE MEMBERS

Associate Members shall be any person not being registered as a player, wishing to further the objects of the Association in a temporary or casual capacity, whether as an individual or as a representative of another association. Associate members shall pay the prescribed fee after having been proposed and seconded by two financial members of the Association and elected at a meeting of the Management Committee. Associate Members shall have the right to participate in appropriate association meetings and shall have voting rights as per other membership rights or privileges within the Association providing they have been a financial Associate Member prior to the 30th September in the current year.

(d) LIFE MEMBERS

Life Membership may be granted by the Association to any person so elected by Association members at an Annual General Meeting of the Association. They shall have limited rights and responsibilities of membership but be required to pay no annual subscription.

Life members shall have voting rights.

(e) HONORARY MEMBERS

Honorary Members may be granted by the Association without the payment of annual subscription to any person provided that they have one of the following qualifications:

- (i) Patron or Patrons in the current year

Honorary Members shall have voting rights

4.2 The number of members in each class of membership shall be unlimited.

5. MEMBERSHIP

5.1 Every person who at the date of the incorporation of the Association was a member of the unincorporated association and who on or before the day of incorporation agrees in writing to become a member of the Association shall be admitted by the Management Committee to the same class of membership of the Association as that member held in the unincorporated association, and shall not be required to pay any further subscription until the next due date for payment of that subscription.

- 5.2 Every applicant for any class of membership of the Associations as defined in 4.1c,d & e (other than the members of the unincorporated Association referred to in rule 5.1) shall be proposed by one member of the Association and seconded by another member. The application for membership shall be in writing, signed by the applicant and his/her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.
- 5.3 In the case of applicants as defined in 4.1b, these can be grouped together on one list or submitted individually by affiliates for the purpose of membership of this class. The affiliate by submission of the list or individual will be taken as nominated and seconded by the President and Secretary of the Affiliate.
- 5.4 Membership of the Association is a privilege and not a right, and such membership may be withheld, withdrawn or deferred by the Management Committee at any time. It shall be sufficient cause for such action to be taken in the best interests of the Association.

6. MEMBERSHIP FEES

- 6.1 The membership fees for each class of membership shall be such sum as the Management Committee so determine.

- 6.2 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 determines.

7. ADMISSION AND REJECTION OF MEMBERS

- 7.2 Applications for ordinary membership shall be admitted to that class of membership upon nomination by the club or sub-association of which the applicant is a member. Such applicant shall be deemed a member subject to clauses 4.1 (a) and 8.2 (iii). Notification of acceptance as an ordinary member shall not be provided.
- 7.3 At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any other class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- 7.4 It shall be sufficient for the admission or rejection of the applicant be judged on the basis of the best interests of the applicant.
- 7.5 Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 7.6 Upon the acceptance (except ordinary) or rejection of an application for any class of membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

8. TERMINATION OF MEMBERSHIP AND CENSURE OF MEMBERS

8.1.1. A member (class 4.1b, c, d, e) may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.

8.1.2. Members who are affiliates under clause 4.1 (a), desiring to resign from membership of the Association shall give to the Secretary not less than four (4) calendar months notice in writing of such intention and on the expiry of such notice such membership shall cease subject to clause 8.1.3

8.1.3. Management Committee shall determine, prior to the beginning of each fixture season, a date by which each affiliate desirous of participating in such fixtures, shall submit to the Secretary nominated information, including team registration lists, in regard to class 4.1(b)

ordinary members for that season. Class 4.1(b) ordinary members not so listed on that prescribed date shall cease to be members of the Association.

8.1.4 Notwithstanding such resignation or cessation any such members shall remain liable to pay to the Association all fees and levies and any other amounts which at the expiry date of notice are, or may become, payable to the Association. Any such liability shall be settled prior to resignation becoming effective. e. Membership of class 4.1(b) ordinary members will automatically lapse with the lodging of team registration lists with the Secretary for the current season.

8.2 If a member –

- (i) is convicted of an indictable offence; or
- (ii) fails to comply with any of the provisions of the Rules of, or directions of the Association or any club or Sub-Association or Kindred Association; or
- (iii) has membership fees of the Association or any club or Sub-Association in arrears for a period of two months or more: or
- (iv) conducts him/herself in a manner considered to be injurious or prejudicial to the character or interests of the Association or any club or Sub-Association or Kindred Association;

the Management Committee shall consider –

- (a) whether the member shall be exonerated, suspended, fined or otherwise disciplined;
- (b) whether his/her membership shall be terminated, suspended or withdrawn;
- (c) whether the matter shall be referred to a Judicial Committee for determination.

8.3 The member concerned shall be given a full and fair opportunity to present his/her case and the Management Committee shall instruct the Secretary to advise the member of the decision in writing.

8.4 In these matters time is to be of the essence having due regard to the principles of natural justice.

9. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP OR CENSURE OF MEMBER

- 9.1 A person who has been the subject of censure, or whose application for membership has been rejected, or whose membership has been terminated, may within one month of receiving written notification thereof, lodge with the Secretary written notice of his/her intention to appeal against the decision of the Management Committee
- 9.2 Upon receipt of a notification of intention to appeal against censure or rejection or termination of membership by the Management Committee the Secretary shall convene within one (1) month of the date of receipt by him/her of such notice, an Appeals Committee hearing to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his/her case and the Management Committee or those members thereof who censured the member, or rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the majority vote of the Appeals Committee members at the hearing and the decision is final and not subject to further appeal
- 9.3 The Appeals Committee will consist of one delegate from each of the Affiliates as described in 4.1(a) except where the appeal involves a member as described in 4.1(b) then the delegate from that Affiliate is not permitted to vote or attend the Appeals Committee Meeting. Members of the Management Committee or the Judicial Committee are not permitted to be a delegate to the Appeals Committee.
- 9.4 The Appeals Committee hearing will be chaired for the term of the Appeal Committee Hearing by one of the Appeal Committee members as elected by the majority of the Appeals Committee members present.
- 9.5 *The decision of the Appeal Committee will be conveyed to the Sunshine Coast Hockey Association Secretary by the Chairman in writing by either post or email within 24 hours of the Appeal evidence being heard. The Secretary of the SCHA shall advise the Appellant in writing by either email or post the decision of the Appeal Committee within 24 hours of receipt of the decision by the Secretary In the case of the Appellant being a member under 4.1(b) then a copy of the decision will also be sent by email to the Appellants Affiliated Club Secretary.*
- 9.6 *Where a member whose application is rejected does not appeal against the decision of the Management Committees within the time prescribed by these Rules or so appeals but the appeal is unsuccessful, the Secretary shall forthwith refund the amount of membership fee paid.*

10. REGISTER OF MEMBERS

- 10.1 The Management Committee shall cause a Register to be kept in which shall be entered the names and contact addresses of all members admitted to membership of the Association and the dates of their admission.
- 10.2 Particulars shall also be entered into the Register of Deaths, Resignations, Terminations and Reinstatements of membership and any further particulars as the Management Committee or the members at any General Meeting may require from time to time.
- 10.3 The Register shall be open to inspection at all reasonable times by any member who previously applies to the Secretary for such inspection.

11. MEMBERSHIP OF MANAGEMENT COMMITTEE

- 11.1 The Management Committee of the Association shall consist of an elected President, Secretary and Treasurer and no more than one member as described in 4.1b, c or d. of any Affiliates as described in 4.1a, all of whom shall be members of the Association above the age of 18 years and is eligible to vote at any General Meeting of the Association may from time to time elect or appoint.
- 11.2 At the Annual General Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election.
- 11.3 The election of the President, Secretary, Treasurer and other members of the Management Committee shall take place in the following manner:-
 - (a) Any two (2) members as described in 4.1b, c, d and e of the Association shall be at liberty to nominate any other member to serve as President, Secretary or Treasurer of the Management Committee;
 - (b) The Affiliates as described in 4.1(a) may submit nominations to fill one position each on the Management Committee. The nomination is to specify the member nominated by the Affiliate to be the member of the Management Committee along with up to two (2) members of the Affiliate's who may act as a proxy in the event the member elected to the Management Committee is unavailable to attend a Management Committee meeting for whatever reason. Any proxy attending a Management Committee meeting in lieu of the Management Committee member shall have the same voting rights as the rest of the Management Committee for the extent of that meeting.

- (c) In the event a member or proxy nominated by an Affiliate is not voted to the position on the Management Committee by the majority of members present then another person can be so nominated by the Affiliate for approval of the majority of members present. In the event that a second nomination is rejected then the process is repeated until a member nominated by the Affiliate is accepted by the majority of members eligible and voting at the meeting.
- (d))The nomination, which shall be in writing and signed by the member and his/her proposer and seconder, shall be lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election is to take place.
- (e) A list of candidates' names in alphabetical order, with the proposers' and seconds' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven (7) days immediately preceding the Annual General Meeting.
- (f) Balloting lists shall be prepared (if necessary) containing names of the candidates in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (g) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

12. RESIGNATION OR SUSPENSION OR REMOVAL FROM MANAGEMENT COMMITTEE

- 12.1 Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date. In the event that the resigning, suspended or removed member was a member nominated by an Affiliate under 11.3(b) then the Affiliate must notify the Secretary within 14 days of the resignation the name of the member who will represent the Affiliate on the Management Committee for the balance of the year.
- 12.2 Any member of the Management Committee may be suspended or removed from office at a General Meeting of the Association if in the opinion of that meeting the member has been guilty of misconduct, or conduct inimical to the interests of the Association.
- 12.3 The Management Committee shall ensure the member is given at least fourteen (14) clear days notice of the date and time of the meeting at which the member shall be given the

opportunity to fully present his/her case. The motion suspending or removing the member from office shall be properly passed. The question of removal shall be determined by the vote of the members present at the General Meeting.

13. SUB-COMMITTEES OF THE ASSOCIATION

- 13.1 Sub-Committees of the Association shall be as determined by the Management Committee from time to time.
- 13.2 There shall be a Judicial Committee which may, at the request of the Management Committee, hold an inquiry subject to clause 8.2 to determine a course of action such as it deems suitable. This action may be exoneration, suspension or fining of the member or members, termination, suspension or withdrawal of membership, or such other penalty deemed by the Judicial Committee to be appropriate in the circumstances.
- 13.3 Membership of the Judicial Committee shall consist of three (3) persons, together with two (2) deputies to act in absence or incapacity of one or more of the committee, provided that not more than three (3) or few than two (2) persons shall at any time sit on the committee. In the event of a conflict of interest or some other factor precluding the independent operation of the Judicial Committee, Management Committee shall have the power to appoint suitable persons to form a committee of three (3) to act as the Judicial Committee.
- 13.4 The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers delegated conform to any regulations that may be imposed on it by the Management Committee.
- 13.5 A sub-committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
- 13.6 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the sub-committee members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.
- 13.7 A written copy of the minutes of the meeting of the Sub-Committee must be forwarded to the Secretary within 14 days of the Sub-Committee meeting for inclusion in the minutes of the next Management Committee.

14. VACANCIES ON MANAGEMENT COMMITTEE

14.1 The Management Committee shall have power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next General Meeting

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

15. FUNCTIONS OF THE MANAGEMENT COMMITTEE

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

15.2 The Management Committee may exercise all the power 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 of 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 by 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 an such securities; and

- c. To invest in such manner as the members of the Association may from time to time determine.

16. MEETING OF MANAGEMENT COMMITTEE

- 16.1 The Management Committee shall meet at least once every calendar month to exercise its functions.
- 16.2 A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 16.3 At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last General Meeting of the members shall constitute a quorum.
- 16.4 Except as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit; provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- 16.5 A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising there from, and if he does so vote his/her vote shall not be counted.
- 16.6 Not fewer than seven (7) days notice shall be given by the Secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 16.7 The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he is not present within ten (10) minutes after the time appointed for holding the meeting, then the members may choose one of their number to be Chairman of the meeting.

17. DEFECTS OF MANAGEMENT COMMITTEE

- 17.1 All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the disqualified, be as

valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

18. RESOLUTION BY MANAGEMENT COMMITTEE

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

19. ANNUAL GENERAL MEETING

19.1 The Annual General Meeting shall be held within three (3) months of the close of the financial year.

20. BUSINESS

- 20.1 The business to be transacted at every Annual General Meeting shall be -
- a. the confirmation of the minutes of the previous Annual General Meeting;
 - b. the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Association for the preceding financial year;
 - c. the receiving of the Auditor's report upon the books and accounts for the preceding financial year;
 - d. the election of members of the Management Committee;
 - e. the appointment of an auditor;
 - f. the granting of life membership and presentation of awards of merit, etc.

21. QUORUM

- 21.1.0** At any Annual General Meeting the number of members required to constitute a quorum shall be the number of members presently on the Management Committee plus one (1).
- 21.2 No business shall be transacted at any Annual General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule

'member' includes a person attending as a proxy or as representing a corporation which is a member.

- 21.3 If within half an hour from the time appointed for the commencement of the Annual General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 21.4 The Chairman may, with the consent of the meeting at which a quorum is present (and shall if so directed), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall be not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

22. NOTICE OF ANNUAL GENERAL MEETING

- 22.1 The Secretary shall convene all Annual General Meetings of the Association by giving not less than fourteen (14) days notice of any such meeting to the members of the Association.
- 22.2 The manner by which such notice shall be given shall be determined by the Management Committee

23. CONDUCT OF ANNUAL GENERAL MEETING

Unless otherwise provided by these Rules, at every Annual General Meeting,

The President shall preside as Chairman, or if there is no President, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, then the members present shall elect one of their number to be Chairman of the meeting.

- 23.2 The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- 23.3 Every question, matter of resolution shall be decided by a majority of votes of the members present.
- 23.4 Voting at Annual General Meetings shall be restricted to Members as described in 4.1(b),(c), (d) and (e). Every member present above the age of 18 years shall be entitled to one vote. In

the case of an equality of votes the Chairman shall have only a casting vote; provided that no such member shall be entitled to vote at any Annual General Meeting if his/her annual subscription is more than one month in arrears at the date of the meeting.

- 1.27 Voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. 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.

24. VOTING

- 24.1 An ordinary member (4.1b) may vote in person or by proxy 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 (1) vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorized representative shall have one (1) vote. A proxy may hold no more than one member's vote, excluding their own vote provided they are a member entitled to vote.
- 24.2 The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or of his/her attorney duly authorized in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy may be, 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.
- 24.3 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:-

Sunshine Coast Hockey Association:

I, _____ of _____ being
a member of the above named Association, hereby appoint _____ of
, failing him/her, _____ 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____, and at any adjournment thereof.

Signed this _____ day of _____ 20____

Signature: _____

This form is to be used in *in favour of *against the resolution. Strike out whichever is not desired.
(Unless otherwise instructed, the proxy may vote as he thinks fit.)

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

24.5 The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Annual General Meeting, 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 Committee meeting shall be signed by the Chairman verifying the accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chairman of that meeting or the Chairman of the succeeding General Meeting; provided that the minutes of the Annual General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting or Annual General Meeting

25. GENERAL MEETING

25.1 The first general meeting shall be held at such time not being less than one month, nor more than three (3) months after the incorporation of the Association, and at such place and time as the Management Committee shall determine.

25.2 A General Meeting of the Association shall be held at times determined by the Management Committee or as required by this constitution.

26. QUORUM

26.1 At any General Meeting the number of members required to constitute a quorum shall be the number of members presently on the Management Committee plus one (1). 26.2 No business shall be transacted at any General Meeting unless a quorum of the members is present at the time when the meeting proceeds to business.

26.3 If within half an hour from the time appointed for commencement of the general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

26.4 The Chairman may, with the consent of the –members of the general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.

Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

27. NOTICE OF GENERAL MEETING

27.1 The Secretary shall convene all General Meetings of the Association by giving not less than fourteen (14) days notice of any such meeting to the members of the Association.

27.2 The manner by which such notice shall be given shall be determined by the Management Committee.

28. CONDUCT OF GENERAL MEETING

Unless otherwise provided by these Rules, at every General Meeting –

28.1 The President shall preside as Chairman, or if there is no President, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is

unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.

- 28.2 The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- 28.3 Every question, matter or resolution shall be decided by a majority of votes of the voting members present.
- 28.4 Voting: Each member of Management Committee and each member present as described in 4.1(b), (c), (d) and (e) above the age of 18 years shall be entitled to one (1) vote and in the case of an equality of votes the Chairman shall have a casting vote: provided that no member shall be entitled to vote at any General Meeting if his/her annual subscription is more than one month in arrears at the date of the meeting.
- 28.5 Voting shall be by show of hands or a division of members, unless not less than one-fifth of those entitled to vote and present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two (2) persons 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.

29. SPECIAL GENERAL MEETING

- 29.1 The Secretary shall convene a Special General Meeting -
- 29.1.1 When directed to do so by the Management Committee
- 29.1.2 On the request in writing signed by not fewer than one-third of the members presently on the Management Committee or not fewer than the number of members as described in 4.1b, c, d and e which equals the number of members present on the Management Committee plus one. Such request shall clearly state the reasons for such request, and the business to be transacted thereat;

30. BY-LAWS

- 30.1 The Management Committee or members at a General Meeting may from time to time create, amend, rescind or add to or appeal By-Laws also known as Rules of Play, not inconsistent with this Constitution, for the internal management of the Association and any By-Law may be set aside by a General Meeting of the Association, such By-Laws shall be kept in a register – to be called ‘SCHA By-Laws’.

31. AMENDMENTS TO CONSTITUTION

31.1 Subject to the provision of the Associations Incorporation Act 1981-1990, this Constitution 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 submitted to and approved by the Chief Executive of the Department Administering the Act.

32. COMMON SEAL

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

33. FUNDS AND ACCOUNTS

33.1 The funds of the Association shall be deposited in the name of the Association in such Bank or Permanent Building Society as the Management Committee may from time to time direct.

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

33.3 The financial year of the Association shall close on the last day of September in each year.

33.4 All amounts of two hundred dollars or over shall be paid by cheque or electronic transfer and signed by or authorized on line by any two of the President, Secretary, Treasurer or a combination of one of the President, Secretary and Treasurer and one other member or an employee authorized from time to time by the Management Committee.

33.5 Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open. All monies shall be deposited as soon as practicable after receipt thereof.

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

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

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

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

33.9 All such statements shall be examined by the auditor who shall present his/her 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.

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

34. DOCUMENTS

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

35. DISTRIBUTION OF ASSETS

35.1 If the Association shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981-1990, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of 33.10, such institution or institutions to be determined by the members of the Association.

36. INDEMNITY

36.1 The members of the Management Committee shall be and are hereby indemnified by and to the fullest extent of any the assets real or potential of the Association against all and any actions, suits, proceedings, claims, demands, loss, expenses or liability whatsoever brought or made against them, or any of them or which they or any of them may suffer or incur as a result of, or in the course of their carrying out their duties or functions as members of the Management Committee.

37. AWARDS

37.1 Life Membership. The Association at any Annual General Meeting may elect as a life member of the Association any individual member who has made an outstanding contribution to the advancement of Hockey on the Sunshine Coast. Any nomination for Life Membership shall be submitted by a member of the Management Committee to a meeting of the Management Committee which shall determine whether or not such Nomination for Life Membership shall include full details of the circumstances supporting the nomination. No more than two (2) life membership nominations shall be placed on the Annual General Meeting agenda in any one (1) year.

37.2 Awards of Merit. The Association at any Annual General Meeting may confer an Award of Merit on any individual for service to the Association. Nomination for such awards may be made by a member of the Management Committee, or by any member to a meeting of the Management Committee which shall determine whether or not such nominations shall be placed on the agenda of the following Annual General Meeting. Nominations for the Awards of Merit shall include full details of the circumstances supporting the nomination. There shall be no limit on the number of nominations placed on the Agenda of the Annual General Meeting in any one year.

37.1 Voting for both the above awards (37.1 and 37.2) shall be by ballot, and an individual shall not receive either award unless a majority of those entitled to vote are in favour of the proposal.

38. COMMISSIONS, ALLOWANCES or GRATUITIES

38.1 The receipt by any member of the Management Committee or employee of the Association or sub-contractor to the Association of an amount or benefit by way of a commission, allowance or gratuity is strictly prohibited.

39. INTERPRETATION

39.1 This Constitution shall comply with interpretations of terms as provided in the Constitution of the controlling body of Hockey in Queensland.