

RULES OF MACKAY RIFLE CLUB INC.

Approved by Office of Fair Trading, Old, 13th November 2013

1. The name of the incorporated association shall be: “*MACKAY RIFLE CLUB INC.*”, hereafter in these rules called “the Association”.

In these rules the masculine gender shall include the feminine, and the singular number shall include the plural.

OBJECTS

2. The objects of the Association are: to give instruction in the safe and efficient handling of firearms; to promote competition aimed at proficiency in shooting (in particular rifle shooting) and to culture good citizenship.

3. The powers of the Association are:-

(i) To take over the funds and other assets and the liabilities of the present unincorporated association known as “*MACKAY RIFLE CLUB*”;

(ii) To subscribe to, become a member of and co-operate with any other association, club 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 club, 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 27 (10);

(iii) 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’s premises;

(iv) 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;

(v) 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 to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(vi) 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;

(vii) 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 promotion of the incorporated association or in the furtherance of its objects;

(viii) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association’s interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;

(ix) 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;

(x) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;

(xi) 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;

- (xii) 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 over-draft 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 debentured 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;
- (xiii) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (xiv) 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 property and rights of the Association;
- (xv) 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;
- (xvi) To take any gift or property whether subject to any special trust or not, for any or more of the objects of the Association but subject always to the proviso in sub-rule (iv);
- (xvii) 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 funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- (xviii) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (xix) In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of rule 27 (10);
- (xx) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the association is authorised to amalgamate;
- (xxi) In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (xxii) To make donations for patriotic, charitable or community purposes;
- (xxiii) 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;
- (xxiv) 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;
- (xxv) To affiliate with the State and National Rifle Associations and to be bound by the approved Rules and By-Laws thereof ;
- (xxvi) To carry out, or cause to be carried out, the orders or directions of the State and National Rifle Associations.

CLASSES OF MEMBERSHIP

4.1 Membership of the Association shall consist of any of the following classes of member :-

(i) ACTIVE

Any person to be classified as an Active Member shall :

- * be not under the age of eighteen (18) years
- * be nominated by two (2) members of the Association and be accepted by the Management Committee before being admitted to membership at any time during the year
- * possess, or be eligible to possess, a Queensland Adult Weapons Licence
- * be a financial member of the Association
- * be a registered and financial member of the North Queensland Rifle Association Inc. (NQRA Inc.) and the National Rifle Association of Australia Limited (NRAA).

(ii) JUNIOR ACTIVE MEMBER

Any person to be classified as a Junior Active Member shall :

- * be not under the age of eleven (11) years nor over the age of seventeen (17) years
- * have written approval of his parent or guardian to discharge a firearm
- * be nominated by two (2) members of the Association and be accepted by the Management Committee before being admitted to membership at any time during the year
- * possess, or be eligible to possess, a Queensland Minor Weapons Licence
- * be a financial member of the Association
- * be a registered and financial member of the North Queensland Rifle Association Inc. (NQRA Inc.) and the National Rifle Association of Australia Limited (NRAA)

A Junior Active Member shall :

- * have no voting rights
- * not be elected or appointed to the Management Committee
- * discharge a firearm only in accordance with Rules 31.4 and 31.5 (i) (c)
- * convert this class of membership to Active Member upon attaining the age of eighteen (18) years .

(iii) HONORARY MEMBER

Any person or corporation who has a genuine affiliation with the Association and who does not wish to participate in rifle shooting but wishes to participate in any or all of the other activities and privileges of the Association may become an Honorary Member at any time during the year if accepted by the Management Committee. An Honorary Member shall be a financial member of the Association, but not necessarily of the North Queensland Rifle Association Inc. or the Nation Rifle Association of Australia Limited.

(iv) LIFE MEMBERS

Any person who renders valuable service over an extended period of time to the Association may become a Life Member at the Annual General Meeting on the recommendation of the Management Committee, and thereafter shall have the same rights and privileges of an Active or Honorary Member. A Life Member wishing to participate in rifle shooting shall be a registered and financial member of both the North Queensland Rifle Association Inc. and the National Rifle Association of Australia Limited but shall not be required to be a financial member of the Association.

(v) ASSOCIATE MEMBER

Any person who is a registered and financial member of any other National Rifle Association of Australia Limited affiliated Rifle Club and who wishes to participate in rifle shooting and/or any or all of the other activities and privileges of the Association in accordance with Rules 31.5 (b) and 31.5 (ii) may become an Associate Member at any time during the year on the recommendation of the Management Committee. A membership subscription to the Association shall be applicable as defined in Rule 6.1.

(vi) VISITOR

Any person, whether or not he possesses a weapons licence, or whether or not he wishes to discharge a firearm while under the authority and control of the Association may become a Visitor upon his acceptance by the Captain/Vice-Captain or, in his absence, by a member of the Management Committee. A Visitor wishing to

discharge a firearm must comply with the requirements of Rules 31.4, 31.5 (i) (c), and 31.5 (ii) . A membership subscription to the Association may be applicable as defined in Rule 6.1.

4.2 The number of members of all classes shall be unlimited.

MEMBERSHIP

5. Every applicant for any class of membership, excluding Life Member or Visitor, of the Association shall be proposed by one member of the Association and seconded by another member of the Association. The application for membership shall be made in writing, signed by the applicant, his proposer and seconder, and shall be in such form as the Management Committee from time to time prescribes.

MEMBERSHIP FEES

6.1 The membership fees for each class of membership to the Association shall be such sum as the members from time to time at any General Meeting so determine.

6.2 The membership fees for each class of membership to the Association shall be payable at such time and in such manner as the Management Committee from time to time so determines.

ADMISSION AND REJECTION OF MEMBERS

7.1 At the next meeting of the Management Committee after the receipt of an application and the fee applicable, for any class of membership excluding that of Visitor, such application shall be considered by the Management Committee, who shall thereupon determine upon admission or rejection of the applicant.

7.2 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.

7.3 Upon the acceptance or rejection of an applicant for any class of membership the Secretary shall forthwith give the applicant written notice of such acceptance or rejection.

RESIGNATION and TERMINATION OF MEMBERSHIP

8.1 A member may resign from the Association at any time by giving fourteen (14) days 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.

8.2 If a member:-

(i) is convicted of an indictable offence; or

(ii) fails to comply with any of the provisions of these Rules; or

(iii) has membership fees in arrears for a period of two months or more; or

(iv) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association; then

the Association shall in General Meeting consider whether his membership shall be terminated.

8.3 The member concerned shall be given a full and fair opportunity of presenting his case and if the Association in General Meeting resolves to terminate his membership it shall instruct the Secretary to advise the member in writing accordingly. In this instance proxy votes are not acceptable.

APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

9.1 A person whose application for membership has been rejected may within one month of receiving written notification thereof, lodge with the Secretary written notice of his intention to appeal against the decision of the Management Committee.

9.2 Upon receipt of a notification of intention to appeal against rejection of membership the Secretary shall convene, within three months of the date of receipt by him of such notice, a General Meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his case. The Management Committee or those members thereof who rejected the application for membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the majority vote of the members present at such meeting. In this instance proxy votes are not acceptable.

9.3 When a person whose application for membership is rejected and he does not appeal against the decision of the Management Committee within the time prescribed by these Rules, or so appeals but the appeal is unsuccessful, the Secretary shall forthwith refund the amount of any fee paid.

9.4 Any member who has his membership terminated by a majority vote of less than two thirds of the Active, Honorary and Life Members of the Association in attendance at the meeting may appeal to the North Queensland Rifle Association Incorporated against the decision, and the decision of that Association thereon shall be final unless that Association grants leave for the member to appeal to the National Rifle Association of Australia Limited.

REGISTER OF MEMBERS

10.1 The Management Committee shall cause a Register to be kept in which shall be entered the name, residential address, communication contact details, date of admission, and weapons licence number (if applicable) of each and every person admitted to membership of the Association.

10.2 The Register shall also show particulars of deaths, resignations, terminations and reinstatements of memberships and any further particulars as the Management Committee, or the members at any General Meeting, from time to time may so require.

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

MEMBERSHIP OF THE MANAGEMENT COMMITTEE

11.1 The Management Committee of the Association shall consist of the Captain, Vice-Captain, Honorary Secretary, Honorary Treasurer, plus at least one (1) but not more than three (3) other persons, all of whom must be either Active, Honorary, or Life Members of the Association.

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

(i) Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;

(ii) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the Secretary at least fourteen days before the Annual General Meeting at which the election is to take place;

(iii) A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven days immediately preceding the Annual General Meeting;

(iv) Balloting lists shall be prepared (if necessary) containing the 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;

(v) 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.

12.1 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 and 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. Any member of the Management Committee may be removed from office at a General Meeting of the Association where that member shall be given the opportunity to fully present his case. The question of removal shall be determined by the majority vote of the members present at such General Meeting. In this instance proxy votes are not acceptable.

12.2 A member of the Management Committee being absent without leave from three consecutive meetings of the Committee shall be liable, at the discretion of the Committee, to have his seat declared vacant.

VACANCIES ON THE MANAGEMENT COMMITTEE

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

13.2 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 numbers of the Management Committee to that number, or of summoning a General Meeting of the Association, but for no other purpose.

FUNCTIONS OF THE MANAGEMENT COMMITTEE

14.1 Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any General Meeting of the Association, the Management Committee shall have:

- (i) general control and management of the affairs, property and funds of the Association; and
- (ii) authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

14.2 The Management Committee may exercise all the powers of the Association to:-

(i) 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 in the future and to purchase, redeem to pay off any such securities;

(ii) 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 any such securities: and

(iii) invest in such manner as the members of the Association may from time to time determine.

MEETINGS OF THE MANAGEMENT COMMITTEE

15.1 (i) The Management Committee shall meet at least every two (2) calendar months to exercise its functions. All members of this committee shall be given at least seven (7) days notice of such meetings and, where practicable, details of agenda items for deliberation.

(ii) Notwithstanding the requirements of sub-clause (i), a quorum of the Management Committee may meet at short notice to deal with urgent item(s) of business provided that a record of such business is taken down and, as soon as practicable thereafter, entered into the minutes of this Committee.

15.2 A Special Meeting of the Management Committee shall be convened by the Secretary upon the request in writing of the Captain or Vice-Captain, and/or on the request in writing signed by not less than one third of the members of the Management Committee. Such request shall clearly state the reason (s) why such Special Meeting should be convened.

15.3 Not less than fourteen days' written 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 reason why such Special Meeting is being convened and the nature of the business to be transacted thereat.

15.4 At every meeting of the Management Committee a simple majority of the number of members elected to the Management Committee as at the close of the Annual General Meeting of the Association and/or appointed since that meeting, including the Captain and/or Vice-Captain, plus the Honorary Secretary and/or Honorary Treasurer, shall constitute a quorum provided that this number is at least four (4) persons .

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

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

15.7 The Captain shall preside as Chairman at every meeting of the Management Committee. If the Captain is not present within ten (10) minutes after the time appointed for holding the meeting, or if he is in attendance but is unwilling to act, then the Vice-Captain shall be Chairman. If the Vice-Captain is not present, or if he is in attendance but unwilling to act, then the members present may elect one of their number to be Chairman of the meeting. If a Chairman is not appointed then the meeting will lapse.

15.8 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 request of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

16.1 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 so delegated conform to any regulations that may be imposed on it by the Management Committee.

16.2 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.

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

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

such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

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

ANNUAL GENERAL OR GENERAL MEETINGS

19. The term 'General Meeting' includes Annual General Meeting and Special General Meeting.

20.1 The Annual General Meeting shall be held after, but not more than four (4) months from, the close of the financial year.

20.2 The business to be transacted at every Annual General Meeting shall be:-

- (i) the receiving of the Captain's and the Management Committee's reports, together with 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;
- (ii) the receiving of the Auditor's/Approved Person's report upon the books and accounts for the preceding financial year;
- (iii) the election of members of the Management Committee ;
- (iv) the appointment of an Auditor/Approved Person; and
- (v) such further and other business as may be brought properly before the meeting.

21.1 The Secretary shall convene a General Meeting:-

- (i) when directed to do so by the Captain/Vice-Captain or by the Management Committee; or
- (ii) on being given notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership to the Association.

21.2 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 stating the time and place of the meeting and the business to be transacted thereat and communicated to each member at his last known mailing/electronic (fax/SMS/email or the like) address.

21.3 The Secretary shall convene a Special General Meeting when directed to do so by the Captain/Vice-Captain, or upon the requisition in writing signed by not less than one-third of the members presently on the Management Committee, or not less than five Active (excluding Junior Active) Members, or not less than 20% of Active (excluding Junior Active) Members if that number is greater. Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat, and communicated to each member at his last known mailing/electronic address.

21.4 If the Secretary fails for a period of fourteen (14) days to call the meeting referred to in Rule 21.3, the Captain/Vice-Captain and/or the members who signed the requisition may themselves commence the meeting.

21.5 The manner by which notice of all meetings shall be communicated to members will be determined by the Management Committee, provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against rejection or termination of his membership by the Management Committee, shall NOT be given verbally.

22.1 At any General Meeting the number of members required to constitute a quorum shall be twenty-five (25) percent of all Active (excluding Junior Active), Honorary, or Life members of the Association, including at least 60% of all Management Committee members.

22.2 No business shall be transacted at any General Meeting unless a *quorum* of members is present at the time when the meeting proceeds to business. For the purposes of this rule “member” includes a person attending as proxy for an eligible member, or an eligible member in attendance in addition to being proxy for another eligible member, or as an authorised representative of a corporation which is a member.

22.3 If within half an hour from the time appointed for the commencement of any General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

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

23. Unless otherwise provided by these Rules, at every General Meeting:-

- (i) the Captain shall preside as Chairman. If the Captain is not present within ten (10) minutes after the time appointed for holding the meeting, or if he is in attendance but is unwilling to act, then the Vice-Captain shall be Chairman. If the Vice-Captain is not present, or if he is unwilling to act, then the members present may elect one of their number to be Chairman of the meeting. If a Chairman is not appointed then the meeting will lapse;
- (ii) the Chairman shall maintain order and conduct the meeting in a proper and orderly manner;
- (iii) every question, matter or resolution shall be decided by a majority of votes of the members present;
- (iv) every member present shall be entitled to one vote and in the case of an equality of votes the Chairman shall have a second or casting vote, provided that no member shall be entitled to vote at any General Meeting if his Association annual subscription, if applicable, is more than one month in arrears at the date of the meeting;
- (v) 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 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;
- (vi) an eligible member may vote in person, by proxy or by attorney. On a show of hands, division or secret ballot, every eligible member in attendance shall have one vote, and every eligible member who has lodged an approved proxy shall have one vote through their appointed representative. A person acting as proxy for an eligible member shall vote as instructed by that member if so directed;
- (vii) 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 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;
- (viii) where it is desired to afford members an opportunity of voting for or against a resolution by proxy, the instrument shall be in the following form or a form as near thereto as circumstances permit:-

MACKAY RIFLE CLUB Inc.

Proxy Voting Form

I _____ of _____ being an eligible member of the above named
 Print Name Address
 Association, hereby appoint _____ or failing him, the Chairman, as my proxy to vote on
 Name
 my behalf with respect to the _____ Resolution at the Annual/General/Special
 Name of Resolution Cross out as applicable
 Meeting of the Association, to be held on _____ or any adjournment thereof.
 Date
 Signed this day _____ by me _____
 Date Signature
 This proxy form is to be used to vote : For the resolutions
 Against the resolution Cross out as applicable
 As my proxy determine

Note: A separate proxy voting form is required for *each* resolution.

(ix) 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; and

(x) 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 Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting; provided that the minutes of any Annual General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding meeting or Annual General Meeting.

BY - LAWS

24.1 The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside at a General Meeting of members.

24.2 Application of the National Rifle Association of Australia Limited (NRAA) Rules and By-Laws, including the NRAA's Standard Shooting Rules, where otherwise not provided for in these Rules, so far as they may be applicable to the proper management of the Association, shall apply.

ALTERATION OF RULES

25.1 Subject to the provisions of the *Association 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.

25.2 Any amendment, rescission or addition, as provided for in Rule 25.1, is valid only if registered by the Chief Executive of the Office of Fair Trading Queensland.

COMMON SEAL

26. 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 countersigned by the Secretary or some other person appointed by the Committee for the purpose.

FUNDS AND ACCOUNTS

27.1 The funds of the Association shall be deposited in the name of the Association in such financial institution in Queensland as the Management Committee may from time to time determine.

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

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

27.4 All amounts of one hundred dollars (\$100) or over shall be paid by

Either :

cheque signed by any two of the Management Committee persons who are approved by the Association's financial institution from time to time to do so ,

Or :

electronic funds transfer in accordance with the Association's financial institution requirements.

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

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

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

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

(i) the income and expenditure for the financial year just ended; and

(ii) the assets and liabilities and all mortgaged charges and securities affecting the property of the association at the close of that year.

27.9 All such statement shall be examined by the auditor/approved person 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.

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

DOCUMENTS

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

FINANCIAL YEAR

29. The financial year of the Association shall close on the 30th June.

DUTIES of OFFICE BEARERS

30. Notwithstanding anything herein otherwise contained and without in any way limiting effect of these Rules the duties following are assigned and shall be carried out, observed and performed by the respective office bearers identified hereunder:-

(i) CAPTAIN/VICE-CAPTAIN:

The Captain/Vice-Captain shall make himself familiar with his duties under the Regulations and Instructions for the time being in force governing the conduct of rifle clubs; he shall be responsible for the safe and proper conduct of all shooting competitions conducted on his club range and the maintenance of discipline; and shall ensure that other office bearers and all members of the club are acquainted with their obligations, liabilities and privileges thereunder. In particular he shall make regular inspections at intervals not exceeding three months of the mantlet, target trench and stop-butt to see that they meet the safety requirements; be responsible for arranging repairs and maintenance; conduct all correspondence with the Inspector of Rifle Ranges relating thereto; and report to him in writing any accident which takes place on a club range within twenty-four hours of the occurrence. Where two or more Clubs use the same range inspection and maintenance shall be the joint responsibility of the Captains concerned unless by agreement approved by the Inspector of Rifle Ranges one or more of their number are appointed to carry out the duties given to a Captain under this Rule.

(ii) SECRETARY:

The Honorary Secretary shall act as Public Officer and, except as provided for in sub-rule (i) above, conduct all general correspondence ordered by the Captain/Vice-Captain or the Management Committee; he shall keep and file a copy of all inward and outward correspondence; he shall communicate with and submit all documents to relevant persons/authorities/departments as directed by the Management Committee from time to time; he shall convene all Association meetings in accordance with the requirements of Rules 15 and 21; he shall take down and keep a proper record of the minutes of all Association meetings; he shall keep proper records of all members of the Association in accordance with Rule 10.1; he shall keep a record of attendance at all Management Committee meetings and publish it in the Annual Report; he shall keep proper records of all assets and property of the Association.

(iii) TREASURER:

The Honorary Treasurer shall keep proper books of account, complying with The Association's Incorporation Regulation 1999 Sections 9 and 12, showing all monies received and expended by the Association and present a duly verified Statement of Receipts and Expenditure at the Annual General Meeting of the Association; he shall deposit all monies received on behalf of the Association in the Association's financial institution account as soon as practicable thereafter, and shall in no case hold Association monies undeposited for a period exceeding fourteen (14) days; he shall cause all payments in excess of \$100 to be paid in accordance with Rule 27.4; and shall provide the Association's Auditor/Approved Person with all required documentation in time for the audit to be completed prior to the Annual General meeting of the Association.

(iv) AUDITOR/APPROVED PERSON:

The Auditor/Approved Person shall carefully examine the books of account, receipts and vouchers, and certify that the statement of receipts and expenditure is prepared in accordance with the Association's Incorporation Act 1999, check the minutes to verify all expenditure in excess of \$100, verify the existence of securities, property, and fixed assets and, if satisfied, provide a statement indicating that the Association's financial records show that the association has book-keeping processes in place to adequately record the Association's income and expenditure, and its dealings with assets and liabilities.

SHOOTING REQUIREMENTS

31.1 All Association shoots shall be authorised by the Management Committee or by the Captain and/or Vice-Captain subject to confirmation by the Management Committee. A programme setting out the shooting dates shall be drawn up at intervals not exceeding six months for at least the ensuing six or more months and made available to members in ample time before the first such shooting date.

31.2 No Association shoot shall take place unless authorised in accordance with Rule 31.1 and unless the Captain/Vice-Captain, or a deputy appointed by him, is present to see that the requirements of the Regulations are carried out. If the Captain/Vice-Captain is absent or has failed to appoint a deputy, the Secretary, Treasurer or other member of the Management Committee, the latter in order of seniority, shall by virtue of their office act in the absences of the other of them as his Deputy.

31.3 The National Rifle Association of Australia Limited *Standard Shooting Rules*, for the time being in force, shall be observed at all Association shoots. Where there is no provision applicable to the shoot the Management Committee shall fix the shooting conditions.

31.4

(i) Safety rules applicable to the discipline of shooting taking place, as prescribed in the National Rifle Association of Australia Limited *Standard Shooting Rules*, for the time being in force, shall apply and be observed by all shooters.

(ii) Any breach of these safety rules will be treated as an offence and dealt with as prescribed in the *Standard Shooting Rules*.

31.5 (i) The only persons permitted to discharge a firearm on the premises with the authority of, and under the control of, the Association are :

(a) persons who are enrolled with the North Queensland Rifle Association Inc. and are carrying a current membership identity card issued by that Association

(b) bona-fide registered and financial members of other National Rifle Association of Australia Limited affiliated Rifle Clubs and also carrying a current membership identity card issued by their State Association

(c) any other person, whether or not he possesses a current weapons licence, provided that he:

⑩ satisfies all requirements and formalities as prescribed by the relevant sections within the current Queensland Weapons Act and Regulations, and

⑩ complies with all relevant By-Laws of the Association and/or Range Standing Orders, and

⑩ has entered his details and signed the range register, and

⑩ is under the direct supervision of an adult Active Member of the Association and in the presence of an accredited National Rifle Association of Australia Limited range officer, or

⑩ is under the direct supervision of a Queensland Police Department registered weapons instructor

(ii) Notwithstanding the provisions of sub-rule 31.5(i), the Captain or Vice-Captain may permit a prospective Association member to take part in Association shooting for a period not exceeding that specified in the By-Laws and under such conditions as may be determined by the Management Committee from time to time.

DISTRIBUTION OF SURPLUS ASSETS

32. If the Association becomes defunct, is dissolved, or disbanded, the whole of its funds, property and assets shall, subject to a first charge to meet the costs (if any) of reinstating the leased land of the range site according to the requirements of the landholder, rental and inspection fees, be forthwith transferred to the North Queensland Rifle Association Incorporated to be held in trust by it pending

reconstitution of the Association but if the Association is not reconstituted after a lapse of six years, the North Queensland Rifle Association Incorporated may apply the funds, property and assets so held for the benefit of any organisation having the same or similar objects to the Association before it ceased to function.