

**CONSTITUTION**

**OF**

**SPORTING SHOOTERS' ASSOCIATION OF**  
**AUSTRALIA (WHYALLA BRANCH)**  
**INCORPORATED.**

A7999

**ANNEXURE 'A'**

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## **NAME & NATURE**

- 1.1. The name of the Association is Sporting Shooters' Association of Australia (Whyalla Branch) Incorporated hereinafter referred to as the Association.
- 1.2. The office of this Association shall be at Whyalla or such other places in the state of South Australia as may be determined at Annual General Meetings.
- 1.3. As a constituent part of the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA INCORPORATED and the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (SOUTH AUSTRALIA) INCORPORATED this Association accepts and adheres to the constitutions of those bodies except where there shall be any inconsistency and in such case this Constitution or any matter or thing done pursuant to this Constitution shall prevail.
- 1.4. The Association is bound by section 25 of the Associations Incorporation Act 1985.
- 1.5. The Association is a not for profit organisation

## **2. DEFINITIONS**

- 2.1. In this Constitution unless inconsistent with the context, the masculine includes the feminine, the singular, the plural and vice versa and the following words and expressions shall have the meanings set out against them.
- 2.2. S.S.A.A. (National) means SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA INCORPORATED being the Australian National body of the SPORTING SHOOTERS ASSOCIATIONS.
- 2.3. S.S.A.A. (State) means SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (SOUTH AUSTRALIA) INCORPORATED, being the South Australian State body of the S.S.A.A.
- 2.4. Club means a member of S.S.A.A. (State).

## **3. AIMS AND OBJECTIVES**

- 3.1. The achievement and maintenance of a favourable environment to promote the sport of target shooting, competition, hunting, collecting, firearm related activities and other related activities as approved by this Association and S.S.A.A. (State).
- 3.2. To seek improvements in the laws pertaining to firearms, and to support or oppose proposed amendments to existing legislation.
- 3.3. To seek improvements in the laws pertaining to wildlife (indigenous and introduced) and support or oppose proposed amendments to existing legislation.
- 3.4. To advocate and undertake game conservation and the legal recognition of game animals (indigenous and introduced).
- 3.5. To provide assistance and education for all eligible people in the art of shooting, safe handling of fire-arms, field etiquette and knowledge of laws relative to shooting.
- 3.6. To raise the sporting shooter in public esteem by promotion of a better understanding between public, land holders and sporting shooters.

- 3.7. To encourage all hunters and shooters to abide by a strict code of ethics as laid down by S.S.A.A. (National).
- 3.8. To establish Ranges for the use by Members of this Association.
- 3.9. To represent this Association at all Meetings of S.S.A.A. (State).
- 3.10. To do all such other things as are conducive or incidental to the attainment of the above aims and objectives or any of them.

#### **4. POWERS**

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

- 4.1. the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the aims, objectives and purposes of this Association;
- 4.2. the buying, selling, and supplying of, and dealing in goods or specified goods which may be deemed necessary or convenient for any of the aims, objectives and purposes of this Association;
- 4.3. the construction, maintenance, and alteration of buildings or works necessary or convenient for any of the aims, objectives and purposes of the Association;
- 4.4. the accepting of any gift, whether subject to a special trust or not, for any one or more of the aims, objectives and purposes of the Association;
- 4.5. the taking of such steps from time to time as the Council in General Meeting may deem expedient for the purposes of procuring contributions to the funds of this Association, by way of donations, subscriptions or otherwise;
- 4.6. the printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Council in General Meeting may think desirable for the promotion of the aims, objectives and purposes of this Association;
- 4.7. the borrowing and raising of money in such a manner and on such terms as the Council may think fit or as may be approved or directed by resolution passed at a General Meeting; and securing the repayment of money so raised or borrowed or the payment of a debtor liability of this Association by giving mortgages, charges or securities upon or over all or any of the real or personal property of this Association;
- 4.8. the making of gifts, subscriptions or donations;
- 4.9. the establishment and support, or aiding in the establishment and support of Associations, institutions, funds, trusts, schemes, and conveniences calculated to benefit Members, servants or past servants of this Association and their dependents, and the making of payments towards insurance in relation to any of those purposes;
- 4.10. the establishment and support, or aiding in the establishment and support of any other Associations formed for any of the aims, objectives and purposes of this Association, that the Council may be agreeable to;

- 4.11. The doing of all other things as are incidental or conducive to the attainment of the aims, objectives and purposes of this Association as specified in the foregoing provisions.
- 4.12. where it furthers the objectives of the Association to amalgamate with any one or more other organisations having similar objectives, the other organisation(s) must have Rules prohibiting the distribution of its (their) assets and income to members; and must be exempt from income tax.

## **5. MEMBERSHIP**

- 5.1. Membership of this Association shall be available to any person being a Member of S.S.A.A. who subscribes to the Aims and Objectives of this association and this Constitution on a year to year basis and subject to the Constitution conditional upon payment of the prescribed Membership fee and will comprise of financial Members of five classes being Ordinary Membership, Family Membership, Life Membership, Honorary Membership, Junior Membership and Associate Membership.
- 5.2. Ordinary Membership shall be available to all persons over the age of eighteen (18) years of good standing in the community.
- 5.3. Family Membership shall be available to the spouse of an Ordinary Member and any child or children of those Members under the age of eighteen (18) years and residing at the same address as the Ordinary Member. Adult Family Members shall have all the rights, benefits and privileges of Ordinary Membership except that such Members shall not receive the official journal or magazine of S.S.A.A. (National)
- 5.4. Life Membership: An Ordinary or Adult Family Member may be elected to the position of Life Membership. The prospective Life Member must be proposed and seconded by two (2) Ordinary, Life or Adult Family Members to Council. Council must investigate the proposal based merely on merit and for exceptional services rendered to this Association. If the prospective Life Member nomination is approved by Council then the question of Life Membership status shall be referred to and appear on the Agenda of the next Annual General Meeting for the consideration of that Meeting. Any deliberation on the motion before any Meeting must be in the absence of the nominee.
- 5.5. The election to Life Membership shall exempt such person from payment of any further Membership subscription, but such person shall enjoy all the other rights and benefits of an Ordinary Member including the power to vote for or against any motion and the right to serve on any Committee if elected.
- 5.6. Honorary Membership: The prospective Honorary Member must be proposed and seconded by two (2) Ordinary, Life or Adult Family Members to the Council. Council is to investigate the proposal. If the prospective Honorary Member is approved by Council the matter will be referred to and appear in the Agenda of the next Annual General Meeting. Vote by secret ballot must be taken in the absence of the nominee.
- 5.7. Once elected, an Honorary Member shall hold that status for such period as the Annual General Meeting may deem expedient and he shall be entitled to all privileges of Membership except that he will not be eligible to vote at any Annual General Meeting or Special General Meeting or to serve as a Member of the Council.

- 5.8. Junior Membership shall be available to any person under the age of eighteen (18) years of good standing in the community. Such a Member shall not be eligible to vote at any Annual General Meeting or Special General Meeting.
- 5.9. Trade Membership shall be available to any individual or organisation that endorses the aims and objectives of this association but is not eligible for Full Membership. Such an individual or organisation shall not be entitled to vote on any matter before this Association.
- 5.10. Associate Membership of this Association shall be available to any person being a member of S.S.A.A. whose membership card carries the National Endorsement for any other branch and who subscribes to the Aims and Objectives of this Association and this Constitution on a year to year basis. Such a person shall not be entitled to vote on any matter before this Association, nor hold any Office.
- 5.11. Application for Ordinary, Family, Junior or Associate Membership shall be made on the prescribed form and lodged with the Association Secretary.
- 5.12. Upon receipt of an application form such new members shall be subject to a mandatory probationary period of six (6) months. The Council may terminate or refuse Membership without refund of any fees paid. Upon being accepted as Members of this Association the successful applicant will assume all the rights and responsibilities of the appropriate class of Membership.
- 5.13. All Members shall adopt and adhere to this Constitution and the By-Laws or Rules as may be expedient for the running of the Association.

## **6. ANNUAL GENERAL MEETINGS**

- 6.1. The Annual General Meeting of this Association shall be held in the month of September each year or as soon as possible thereafter. All Members shall be given prior notice in writing at least thirty (30) days before the Meeting for the following purposes:
  - 6.2. To receive the annual report and audited financial statements submitted by the officers of this Association.
  - 6.3. To elect the office bearers as all elected offices of this Association automatically become vacant at the Annual General Meeting and office bearers shall be elected as follows:
    - 6.4. Nominations in writing for election to office for the ensuing twelve (12) months must be in the hands of the Secretary fourteen (14) days prior to the Annual General Meeting and be signed by a proposer, a seconder and the nominee, all of whom must have been financial members for a period of more than six (6) months.
  - 6.5. The election of the Management Committee and Committee Members shall take place at the Annual General Meeting and the Terms of Office shall be for one year except when the date of the Annual General Meeting is altered under Clause 6.1.
  - 6.6. If insufficient written nominations for Management Committee and Committee Members are received then the Chairman may call for nominations from Ordinary, Life and Adult Family Members present at the Annual General Meeting.
- 6.7. Notwithstanding sub-section 6.3, all elected or appointed officers of this Association shall be eligible for re-election or re-appointment.

- 6.8. To decide on any resolution or business which may be duly submitted to the Meeting under this Constitution and By-Laws of which twenty one (21) days prior notice shall have been given to the Secretary.
- 6.9. The President of this Association shall be Chairman at all Meetings of this Association. If he shall not be present, the Vice-President shall take the chair and if there be no Vice-President present, the delegates shall elect one of their number as Chairman.

## **7. BALLOTS**

### **At all meetings of this Association**

- 7.1. The Chairman's decision on points of order shall be final. The Chairman's declaration of the result of any ballot shall be conclusive.
- 7.2. In the event of an equality of votes on any issue the Chairman shall declare the motion lost.
- 7.3. In the event of a Member having reasonable doubt as to the declared result of a show of hands he may call a point of order and request a ballot.
- 7.4. The Chairman shall not have a vote.

## **8. VOTING**

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

## **9. EXTRA-ORDINARY GENERAL MEETINGS**

- 9.1. An Extra-Ordinary General Meeting of this Association shall be called at the written request of any three of the Council Members or at the request of eight (8) or more Ordinary, Life or Family Members provided that the objectives for which the Meeting is desired are set out in the written request. Such Meeting shall be convened not less than twenty-one (21) days nor more than forty-two (42) days after receipt by the Secretary or President of such request.

## **10. CORPORATE POWERS**

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

## **11. COMPOSITION OF THE COUNCIL**

- 11.1. The Council will comprise the President, Vice-President, Secretary, Treasurer and two (2) Committee Members all of whom shall be elected at the Annual General Meeting provided however, that not more than one person whose primary occupation is in the arms and ammunition trade shall hold office or be entitled to be a Counsellor. Any person whether a Member or not may be co-opted by the Council to serve on sub-committees.

- 11.2. If there shall be passed a motion of "no confidence" against a person who is an Office Bearer, Counsellor, or Member of any other Committee or Sub-Committee of this Association then such person shall immediately be deemed to have resigned and may not hold any office within this Association for a period set by the Council at that Meeting.
- 11.3. If any Member of Council is absent without leave or fails to convey to the Chairman an apology for such absence on three (3) or more consecutive Meetings of Council then Council may dismiss that person and fill the vacancy created, by appointing another Counsellor.
- 11.4. The Council shall be responsible for promoting and carrying out the objectives and powers of this Association and shall have the care, control, management and conduct of all property Sub-Committees, Sections and affairs of this Association and may enter into agreements, contracts or arrangements in relation thereto.

## **12. COMMITTEE OF MANAGEMENT**

- 12.1. The Committee of Management shall comprise the President, Vice-President, Secretary and Treasurer to run the day to day administrative affairs of this Association under the direction of Council and carry out the policy determined by Council from time to time. That all cheques drafts bills of exchange and promissory notes shall be signed by the Treasurer or President, and by any one of the Secretary, Vice- President.

## **13. QUORUM**

- 13.1. At all Annual General or Extra-Ordinary General Meetings of this Association, eight (8) Ordinary, Life or Adult Family Members shall be a quorum and all matters shall be decided by a majority of votes. At all Council Meetings a simple majority of the whole of the Council Members shall be a quorum and all matters before the Council shall be decided by a majority of votes.
- 13.2. No resolution of this Association may be rescinded except by a superior Committee or Meeting unless the motion for rescission is on notice in writing one month in advance.

## **14. CASUAL VACANCIES**

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

## **15. HOLDING OF MEETINGS AND NOTICES**

- 15.1. Regular Meetings of the Council shall be held in each year at such frequency times and places as are necessary to properly manage this Association and deal with all business of this Association and such Meetings shall be held not less frequently than three (3) monthly. All Members of Council shall be given at least seven (7) days prior notice in writing of any Council Meeting except in the case of emergency.

## **16. PRESIDENT**



- 16.1 The President shall be the Chief Executive Officer and Chairman of this Association. He shall act as liaison officer between this Association and all other associations, bodies, persons or groups including Governmental or semi-Governmental bodies. The President's occupancy of office shall be limited to three consecutive terms (36 months) after which he must relinquish office for a period of at least one term (12 months) when he is again eligible for election. He shall not have a casting vote.

## **17. VICE PRESIDENTS**

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

## **18. SECRETARY**

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

## **19. TREASURER**

- 19.1. The Treasurer shall keep correct books of account showing the financial affairs of this Association and be responsible for the care of this Association's funds. The Treasurer shall receive all moneys from the Secretary and deposit same in a bank or banks nominated by the Council and attend to payment of the liabilities of this Association when authorised and directed by the Council.
- 19.2. The Treasurer may convene a Finance Committee of at least two (2) Members nominated by Council to audit the Association's Accounts. Such Committee shall report to Council.

## **20. PUBLIC OFFICER**

- 20.1. The public officer of the Association will be a resident of the State of South Australia, who must within fourteen (14) days of incorporation of this Association, and when elected at any other time thereafter, give notice to the Registrar of the appointment, the full name, address and any subsequent changes therein, and:
- 20.2. he shall hold and be responsible for the safe keeping of the Seal of this Association, and shall affix the Seal to any instrument when authorised and instructed to do so by the Council;
- 20.3. he shall be the guardian of the rights of full Members and associate Members of this Association, and to whom these Members may lodge a petition requesting the restitution of any rights that may happen to be denied to them, or the rectification of any practices they may deem to be improper;
- 20.4. he is empowered to convene a Special General Meeting of this Association and to investigate the grievance of a petitioner, should he believe it wise, prudent or necessary to do so;

20.5. he must fulfil those duties required by the Associations Incorporation Act 1985, of the State of South Australia or an Act amending the same or in substitution thereof;

20.6. He may attend all Meetings of this Association.

## **21. FINANCE**

21.1. The financial year of this Association shall be from 1st. August to 31<sup>st</sup>. July next.

21.2. Annual subscriptions, affiliation fees, or any other per capita fee or levy will be fixed by this Association at the Annual General Meeting.

21.3. All moneys of this Association excluding those moneys raised by individual Sections shall be paid into the general account of this Association at such bank as the Council shall from time to time direct.

21.4. No moneys shall be drawn from this account by cheque or by electronic means unless authorised or signed by the President or Treasurer and by any one of the Secretary, or Vice-President. No cheque shall be signed or money withdrawn unless such withdrawal has been sanctioned by the Council.

21.5. The books and accounts of this Association shall be audited annually by an independent auditor approved by Council.

## **22. PATRONAGE**

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

## **23. MEMBERSHIP RIGHTS AND OBLIGATIONS**

23.1. Membership of this Association shall entitle Members to all rights and privileges and subject to all obligations which Membership in this Association confers or implies.

23.2. Without limiting such rights and obligations, the rights of Ordinary, Life and Adult Family Members shall entitle them to nominate any other Ordinary, Life or Adult Family Member as a candidate for office of Council and the right to vote in all matters requiring a vote of the Members and such obligations shall include a regular attendance of office bearers and Council Members, prompt payment of dues, participation in Association activities and conduct reflecting a favourable image of this Association in the community.

23.3. Every Member of this Association shall within fourteen (14) days communicate to the Secretary his change of address.

23.4. The annual subscription and other fees shall be paid punctually to the Secretary of this Association no later than twenty eight (28) days after the due date.

23.5. If any Member shall fail to pay the annual subscription within twenty eight (28) days of the due date, written notice shall be sent by the Secretary of this Association to a Member calling attention thereto and if such subscription shall not be paid within one calendar month after the

posting of such notice that Member shall cease to be a Member of this Association and statutory requirements will be adhered to.

## **24. INFRINGEMENT OF RULES**

- 24.1. Every Member of this Association undertakes to comply with the Rules, By-Laws and Resolutions passed by the Committee of Management and approved by the Council. Any refusal or neglect to do so may render such Member liable to disciplinary action.
- 24.2. The Committee of Management shall have the authority to penalize any member who is found guilty of infringement of any Rules, By-laws or Resolutions, or if any Member shall in the opinion of the Council be guilty of any conduct deemed by it to be unbecoming a Member or prejudicial to the interest of this Association such Member may be censured, suspended or expelled, or refused renewal. This includes disruptive, unruly or aggressive behaviour.
- 24.3. A complaint against any member or members of the Association will only be accepted, if it is in writing and signed by the complainant.
- 24.4. Any member who may be considered to have infringed any Rule, By-Law or Resolution, shall be called upon to appear before the Council, sitting as a disciplinary committee, within 28 days of the infringement coming to the attention of the council, to answer such charges as may be laid against him. If such charges be found to be proven the Council may censure, suspend or expel, or refuse renewal of membership. The Council must summon the alleged offender to appear before it within 28 days, otherwise the matter shall be deemed to be closed.
- 24.5. Any member so censured, suspended or expelled shall be notified in writing by certified mail within seven (7) days of such penalty being imposed.
- 24.6. If a member, against whom a charge has been laid under the clauses, refuses or fails to attend the meeting of the Council at which the said charge or charges are to be heard, the charge may be heard in his absence.
- 24.7. Any Member expelled in accordance with the Constitution or otherwise ceasing to be a Member of this Association shall forfeit all rights to any claim upon this Association.
- 24.8. Any decision made by the Council sitting as a disciplinary committee must be carried by a 75% majority.

## **25. APPEAL DISCIPLINARY ACTION**

- 25.1. Any member who is disciplined shall have the right to appeal against such penalty. A written appeal must be lodged with the Secretary within 21 days of the affected member having received notification of disciplinary action.
- 25.2. Upon receipt of a written appeal from the affected member, an Extra Ordinary General Meeting shall be held within 28 days of receipt of the appeal, at which time the committee may speak to the action which led to the member's penalty, and the member may speak on his own behalf.
- 25.3. Should the Meeting resolve to support the penalty imposed by the Committee of Management under Section 24.7 then the member shall have the right to appeal against such penalty to the SSAA (SA) Inc. The appeal must be in writing and lodged with the Secretary of SSAA (SA) Inc. within 14 days of the Extra Ordinary General Meeting.

- 25.4. All Appeals lodged under Section 8(c) shall be heard by the Executive Committee of SSAA (SA) Inc. sitting as an Appeals Tribunal.
- 25.5. The Tribunal may accept additional evidence to the written Appeal, in whatever manner that it sees fit.
- 25.6. The hearing shall be an agenda item at the next Executive Committee meeting of SSAA (SA) Inc., subsequent to the receipt of the written Appeal.
- 25.7. A decision must be carried by a resolution approved by seventy five (75) per cent of the members of the Committee.

## **26. THE ONLY CONSTITUTION OF THIS ASSOCIATION**

- 26.1. This shall be the only Constitution of this Association and shall come into force forthwith and shall not be altered, varied, added to or repealed unless seventy-five (75) per cent of Association Ordinary, Life or Adult Family Members present at a Meeting Specially convened for that purpose are in favour of such alteration variation, addition or repeal and who must be given prior notice of motion in writing received not less than twenty one (21) days prior to the Meeting.
- 26.2. Clause 26.1 shall not be added to, altered or repealed unless seventy-five (75) per cent of such Ordinary, Life or Adult Family Members present at such Special Meeting vote in favour of such amendment. S.S.A.A. (State) approval is required.

## **27. APPLICATION OF PROPERTY, ASSETS AND INCOME**

- 27.1. The property, assets and income of this Association, shall be applied solely in furtherance of its above mentioned objectives and no portion shall be distributed directly or indirectly to the members of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.
- 27.2. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of this Association or any Member in return for services actually rendered nor prevent the payment of interest on money borrowed from any Member of this Association.

## **28. FAILURE OF THIS ORGANISATION**

- 28.1 This Association maybe wound up in the manner provided for in the Act.
- 28.2 If this Association is wound up, becomes defunct or is abandoned, its funds, property or assets shall be transferred to SSAA (South Australia) Inc. (State).

## **29. AUTHORISATION TO BORROW MONIES**

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

### **30. THE COMMON SEAL OF THIS ASSOCIATION**

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

### **31. THE NAME, EMBLEM AND GOODWILL**

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

### **32. INTERPRETATIONS AND AUTHORITIES**

32.1. In the event of any doubt or difficulty arising as to the meaning of any rule or to any question arising as to their interpretation Council shall have power to pronounce a decision thereon and its decision shall be final and binding on Members.

32.2. In the absence of rules in this Constitution or in the By-Laws of this Association the proceedings of this Association's Council Meetings and Annual or Special General Meetings shall be conducted in accordance with N. Renton's "Guide for Meetings and Organisations" or Roberts Rules.