



**Sporting Shooters  
Association of Australia  
South Australia**

# Constitution of

# SSAA \*\*\*\*\*

# \*\*\*\*\* Inc.

**Association Incorporation Number - \*\*\*\*\***

## **ANNEXURE 'A'**

v2 as tabled/circulated as an advisory guide by SSAA - September 2013  
v3 further modified on 15/09/2014 - SSAA name front page, index page, plus this footer  
v4 further modified on 29/05/2018 - Section 24 ensure consistent use of "*Committee of Management*"  
v5 proposed Model Club Constitution 27/06/2020 - changes include Membership, Member Protection Information Officer (MPIO), Membership Rights and Obligations, Infringement Of Rules, Appeal Disciplinary Action, Winding Up And Application Of Surplus Assets  
v6 further modified 08/02/2024 administrative change adding Section 1.5 "*not-for-profit association*"

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## 1. NAME & NATURE

- 1.1. The name of the Association is SSAA \*\*\*\*\* INC, hereinafter referred to as “the Association”
- 1.2. The office of the Association shall be at \*\*\*\*\* or such other places in the State of South Australia as may be determined at an Annual General Meeting.
- 1.3. The Association is a Member Club of the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (South Australia) INCORPORATED (SSAA (SA)). The SSAA (SA) is a member of the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA INCORPORATED (SSAA National). The 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* (SA).
- 1.5. The Association is a Not-for-Profit Association.

## 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. In this Constitution:

“**Act**” means the *Associations Incorporation Act 1985 (SA)* as amended or substituted from time to time and any regulations made thereunder.

“**Associate Membership**” has the meaning given in clause 5.7.

“**Association**”, “**the Association**”, or “**this Association**” means the SSAA\*\*\*\*\* Inc.

“**By-Laws**” has the meaning given in clause 14.

“**Club**” means a shooting or otherwise eligible club which is an incorporated entity, and has been admitted to membership of the SSAA (SA).

“**Club’s Appeal Board**” has the meaning given in clause 25.3.

“**Committee of Management**” has the meaning given in clause 12.1.

“**Constitution**” means this Constitution, as and if amended and in force from time to time. Also referred to herein as ‘the Constitution’ or ‘this Constitution’.

“**Council**” has the meaning given in clause 11.1.

“**Counsellor**” has the meaning given in clause 11.1.

**“Disciplinary action”** has the meaning given in clause 24.4.

**“Disciplinary committee”** has the meaning given in clause 24.5.

**“Family Membership”** has the meaning given in clause 5.3.

**“Full Time Student Membership”** has the meaning given in clause 5.6.

**“General Meeting”** means any general meeting of the Association including the Annual General Meeting and any Special General Meetings.

**“Honorary Membership”** has the meaning given in clause 5.13.

**“Junior Membership”** has the meaning given in clause 5.4.

**“Life Membership”** has the meaning given in clause 5.10.

**“Member”** means a natural person who meets the criteria in clause 5 and agrees to be bound by this Constitution.

**“Member Protection Information Officer”** has the meaning given in clause 20.8.

**“office bearers”** means the Committee of Management.

**“Ordinary Membership”** has the meaning given in clause 5.2.

**“Patron”** has the meaning set out in clause 22.1.

**“Pensioner or Disability Membership”** has the meaning given in clause 5.5.

**“Range”** means an area for the promotion and conduct of the shooting sports.

**“sporting shooter”** means law abiding shooters including hunting, target shooting, archery, working gundogs and firearm collecting and who are Members of the Association.

**“SSAA National”** means SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA INCORPORATED being the Australian National body of the SPORTING SHOOTERS ASSOCIATIONS.

**“SSAA (SA)”** means SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (SOUTH AUSTRALIA) INCORPORATED, being the South Australian State representative body of the SSAA National.

**“sport” or “shooting sport”** means the sport including lawful hunting, target shooting, archery, working gundogs and firearm collecting.

### **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 the Association and SSAA (SA).

- 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 firearms, 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 SSAA National.
- 3.8. To establish Ranges for the use by Members of this Association.
- 3.9. To represent this Association at all Meetings of SSAA (SA) and participate in its processes.
- 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 the Association, the Association shall also 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 the 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 the 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 the 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 the 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 the Association by giving mortgages, charges or securities upon or over all or any of the real or personal property of the Association;
- 4.8. the making of gifts, subscriptions or donations to Clubs or other approved bodies to further the aims, objectives and purposes of the Association;
- 4.9. 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 the Association, that the Council may from time to time determine;
- 4.10. the doing of all other things as are incidental or conducive to the attainment of the aims, objectives and purposes of the Association as specified in the foregoing provisions;
- 4.11. 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 a constitution or rules prohibiting the distribution of its (their) assets and income to members; and must be exempt from income tax;
- 4.12. all powers conferred by Section 25 of the Act.

## 5. MEMBERSHIP

- 5.1. Membership of this Association shall be available to any person being a Member of SSAA 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 fees. Membership will comprise of financial Members of the following classes being Ordinary Membership (Full Adult), Family Membership, Junior Membership, Pensioner or Disability Membership, Full Time Student Membership, Associate Membership, Life Membership and Honorary Membership.
- 5.2. **Ordinary Membership** (Full Adult) 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 partner of an Ordinary Member and any child or children of those Members over the age of eighteen (18) years and residing at the same address as the Ordinary Member. 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 SSAA National.

- 5.4. **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 General Meeting or hold office.
- 5.5. **Pensioner or Disability Membership** is available to persons of good standing in the community who hold valid proof of eligibility. They will be entitled to the rights, benefits and privileges of Ordinary Membership.
- 5.6. **Full Time Student Membership** is available to persons of good standing in the community who hold valid proof of eligibility. Those over the age of eighteen (18) years will be entitled to the rights, benefits and privileges of Ordinary Membership.
- 5.7. **Associate Membership** of the Association shall be available to any natural person being a member of SSAA whose membership card carries the National Endorsement for any other Club and who subscribes to the aims and objectives of the 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.
- 5.8. Application for Ordinary, Family, Junior, Pensioner or Disability, Full Time Student and Associate Membership shall be made on the prescribed Membership application form and submitted along with any required Police approvals and references.
- 5.9. Upon the Council's acceptance of an application form, the applicant shall be subject to a mandatory probationary period of twelve (12) months and a minimum four (4) Club attendances. During this time the Council will observe their suitability to be a Member of the Association. The Council may terminate and/or refuse membership at its sole discretion and are under no obligation to provide to the applicant reasons for not accepting the application. Upon being accepted at the end of the probationary period, the new Member will assume all the rights and responsibilities of the appropriate class of membership.
- 5.10. **Life Membership:** An Ordinary Member may be elected to the position of Club Life Membership. The prospective Life Member must be proposed and seconded by two (2) Ordinary Members to Council. Council must investigate the proposal based merely on merit and for exceptional services rendered to the 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. Vote by secret ballot must be taken in the absence of the nominee and be carried by a seventy five (75) percent majority. Any deliberation on the motion before any such meeting must be in the absence of the nominee.
- 5.11. The election to Life Membership shall exempt such person from payment of any further Club Membership fees, 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, including the Council, if elected.
- 5.12. Where Life Membership has been conferred pursuant to Clauses 5.10 and 5.11 above, the Council shall have the power to withdraw and cancel a Life Membership where the Council forms the view that the Member has engaged in or been guilty of conduct prejudicial to the sport and the Association or to any of the objectives or interests of the Association.

- 5.13. **Honorary Membership:** The prospective Honorary Member must be proposed and seconded by two (2) Ordinary 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 and be carried by a seventy five (75) percent majority. Any deliberation of the motion before any such meeting must be in the absence of the nominee.
- 5.14. 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 General Meeting or to serve as a member of the Council.
- 5.15. The Council shall have the power to withdraw and cancel an Honorary Membership where the Council forms the view that the person has engaged in or been guilty of conduct prejudicial to the sport and the Association or to any of the objectives or interests of the Association.
- 5.16. All Members shall adopt and adhere to the Constitution and the By-Laws or Rules as may be expedient for the running of the Association.

## 6. ANNUAL GENERAL MEETING

- 6.1. The Annual General Meeting shall be held in the month of **\*\*\*\*\*** each year or as soon as possible thereafter. All Members entitled to vote shall be given prior notice in writing at least twenty eight (28) days before the Annual General Meeting for the following purposes:
- 6.1.1. to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- 6.1.2. to receive the annual report and audited financial statements submitted by the officers of the Association;
- 6.1.3. 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:
- 6.1.3.1. 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 Ordinary Members for a period of more than six (6) months.
- 6.1.4. the election of the Council and office bearers. The terms of office shall be for one (1) year except when the date of the Annual General Meeting is altered under sub-clause 6.1;
- 6.1.4.1. If insufficient written nominations for the Council and office bearers are received then the Chairman may call for



nominations from Ordinary Members present at the Annual General Meeting.

6.1.4.2. Notwithstanding sub-clause 6.1.3, all elected or appointed officers of the Association shall be eligible for re-election or re-appointment.

6.1.5. to decide on any resolution or business which may be duly submitted to the Annual General Meeting under this Constitution and any By-Laws of which no less than thirty (30) days prior notice shall have been given to the Secretary;

6.1.6. elect the Member Protection Information Officer;

6.1.7. appoint the Auditor;

6.1.8. any other matter required by the Act.

## **7. BALLOTS**

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

7.1. The President of this Association shall be Chairman at all Meetings of this Association. If he shall not be present, the Senior Vice-President shall take the chair and if there be no Senior Vice-President present, the Junior Vice-President shall take the chair and if there be no Junior Vice-President present, the members shall elect one of their number as Chairman.

7.2. The Chairman's decision on points of order shall be final. The Chairman's declaration of the result of any ballot shall be conclusive.

7.3. In the event of an equality of votes on any issue the Chairman shall declare the motion lost.

7.4. In the event of a Member having reasonable doubt as to the declared result of a show of hands he may call a point of order and request a ballot.

7.5. 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 Members of this Association present at the Meeting shall have the right to vote at General Meetings. These Members must be able to produce proof of current financial membership. They must also have been Ordinary Members for a period of not less than six (6) months.

## **9. SPECIAL GENERAL MEETINGS**

- 9.1. An Special General Meeting of this Association shall be called at the written request of any three (3) of the Council Members or at the request of ten (10) or more Ordinary Members provided that the objectives for which the Special General Meeting is desired are set out in the written request. Such Meeting shall be convened not less than thirty (30) days nor more than sixty (60) days after receipt by the Secretary or President of such request.

## **10. CORPORATE POWERS**

- 10.1. The corporate powers of the Association, expressed in clause 4, shall be vested in and exercised by the Council.

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

- 11.1. The Council will comprise the President, Senior Vice-President, Junior Vice-President, Secretary, Treasurer and three (3) Committee Members (who are each referred to as **Counsellor**) all of whom shall be over the age of eighteen (18) years and elected at the Annual General Meeting provided however, that not more than one (1) 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 the Association then such person shall immediately be deemed to have resigned and may not hold any office within the 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 the Association and shall have the care, control, management and conduct of all property sub-committees, sections and affairs of the Association and may enter into agreements, contracts or arrangements in relation thereto.
- 11.5. Should any vacancy occur in the Council of the Association other than in the normal course of elections, the Council shall have power to fill such vacancy and such Member duly appointed shall be over eighteen (18) years and hold office for the unexpired portion of that predecessor's term.

## **12. MANAGEMENT OF THE CLUB**

- 12.1. The Committee of Management shall comprise the President, Senior Vice President, Junior Vice-President, Secretary and Treasurer to run the day to day administrative affairs of the Association under the direction of Council and carry out the policy determined by Council from time to time. All withdrawals including cheques, drafts, bills of exchange, promissory notes, other payment methods, transfers or transactions of any kind must be authorised or signed by the Treasurer or President, and by any one of the Secretary, Senior Vice-President or Junior Vice- President.

- 12.2. The affairs of this Association shall otherwise be managed by the Council.
- 12.3. Subject to the Constitution and the Act, but without otherwise limiting the authority conferred by clause 12.2 above, the Council may:
  - 12.3.1. exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by the Constitution to be exercised by General Meeting and General Meeting of the SSAA (SA); and
  - 12.3.2. perform all such acts and things as appear to the Council to be necessary for the proper management of the affairs of the Association; and
  - 12.3.3. act in the best interest of the sport and the SSAA (SA) except to the extent this would be inconsistent with any other obligation binding on the Council in their capacity as office holders of the Association.
- 12.4. Subject to the Act and the Constitution, the Council may establish and dissolve such committees to exercise powers as delegated by the Council as the Council may from time to time determine.

### **13. QUORUM**

- 13.1. At all General Meetings of the Association, ten (10) Ordinary 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 the Association may be rescinded except by a superior Committee or meeting unless the motion for rescission is on notice in writing no less than thirty (30) days in advance.

### **14. BY-LAWS**

- 14.1. By-Laws may be adopted, varied or revoked from time to time to regulate the affairs of the Association. By-Laws become effective in accordance with this clause 14. Subject to notice being given in accordance with the Constitution, By-Laws may be adopted, varied or revoked by resolution passed at any General Meeting by seventy five (75) percent of Members present and voting.
- 14.2. A By-Law becomes effective immediately after it had been adopted unless otherwise stipulated by the resolution.
- 14.3. By-Laws may deal with all matters pertaining to the Constitution, including, but not limited to:
  - 14.3.1. the right and obligations of Members; and
  - 14.3.2. other matters which are not specified by the Constitution or the Act.
- 14.4. A By-Law which, directly or indirectly, is inconsistent with a provision of the Constitution or the Act is invalid.

14.5. A By-Law and the terms therein are to be interpreted in accordance with the Constitution unless expressly stated otherwise.

14.6. Members may request a copy of the By-Laws from the Secretary.

## **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 the Association and deal with all business of the Association. Meetings shall be held not less frequently than three (3) monthly. All Council members shall be given at least thirty (30) days prior notice in writing of any Council meeting and the business to be conducted except in the case of emergency.

## **16. PRESIDENT**

16.1 The President shall be the Chief Executive Officer and Chairman of the 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 (3) consecutive terms (36 months) after which he must relinquish office for a period of at least one (1) 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 Senior 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 Senior Vice-President shall succeed in office.

17.2. If for any reason the office of the Senior Vice-President shall become vacant the Junior Vice-President shall succeed him and undertake his duties. If for any reason the office of the Junior Vice-President shall become vacant a Junior Vice-President shall be appointed by Council from a current Council member.

## **18. SECRETARY**

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

18.2. The Secretary shall summon meetings of the Council and the Association.

## **19. TREASURER**

19.1. The Treasurer shall keep correct books of account showing the financial affairs of the Association and be responsible for the care of the Association's funds.

- 19.2. The Treasurer shall receive all monies and deposit same in the bank or banks approved by the Council and attend to payment of the liabilities of the Association when authorised and directed by Council.
- 19.3. 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 AND MEMBER PROTECTION INFORMATION OFFICER**

### **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. The public officer shall hold and be responsible for the safe keeping of the Seal of the Association, and shall affix the Seal to any instrument when authorised and instructed to do so by the Council;
- 20.3. The public officer is empowered to convene a General Meeting of the Association and to investigate the grievance of a petitioner, should he believe it wise, prudent or necessary to do so;
- 20.4. The public officer must fulfil those duties required by the Act;
- 20.5. The public officer may attend all meetings of the Association;
- 20.6. Any other duty required by Council.

### **Member Protection Information Officer (MPIO)**

- 20.7. The Association shall ratify the appointment of an MPIO at each Annual General Meeting.
- 20.8. The MPIO shall be the guardian of the rights of members of the Association, and to whom 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.

## **21. FINANCE**

- 21.1. The financial year of the Association shall be from \*\*\*\*\* to \*\*\*\*\* next.
- 21.2. Annual subscriptions, affiliation fees, or any other per capita fee or levy will be fixed by resolution at the Annual General Meeting.
- 21.3. All monies of the Association shall be paid into the general account of the Association at such bank as the Council shall from time to time direct.

- 21.4. No monies shall be drawn from this account by any method unless authorised or signed by the President or Treasurer and by any one of the Secretary, Senior Vice-President or Junior Vice-President. No monies shall be drawn unless such withdrawal has been approved by resolution by the Council.
- 21.5. The books and accounts of the Association shall be audited annually by an independent auditor approved by Council.

## **22. PATRONAGE**

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

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

- 23.1. Membership of the Association shall entitle Members to all rights and privileges and subject to all obligations which Membership in the Association confers or implies.
- 23.2. All Members will act in the best interests of the sport, the Association and the SSAA (SA).
- 23.3. Without limiting such rights and obligations, the rights of Ordinary Members shall entitle them to nominate any other Ordinary 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, and participation in Association activities.
- 23.4. Every Member of this Association shall within fourteen (14) days communicate to the Secretary his change of address.
- 23.5. The annual Membership fees shall be paid to this Association no later than thirty (30) days after the due date.
- 23.6. If any Member shall fail to pay the annual Membership fees within thirty (30) days of the due date, written notice shall be sent by the Secretary to the Member calling attention thereto. If such Membership fees are not paid within thirty (30) days after the sending of such notice that Member shall cease to be a Member of the Association and statutory requirements will be adhered to.

## **24. INFRINGEMENT OF RULES**

- 24.1. Every Member of the Association agrees to comply with this Constitution, any rules, By-Laws and resolutions passed by Council or General Meeting. Any refusal or neglect to do so may render such Member liable to disciplinary action.
- 24.2. The Association may take disciplinary action against a Member in accordance with this clause if the Committee of Management determines that the Member has:
  - 24.2.1. breached, failed, refused or neglected to comply with a provision of the Constitution, any rules, the By-Laws or any resolution or determination of the Council or any duly authorised committee; or

- 24.2.2. acted in a manner unbecoming of a Member or prejudicial to the objectives and the interests of the Association and or the sport; or
- 24.2.3. brought the Association or the sport, or acted in a manner likely to have brought the Association or the sport, into disrepute, whether that conduct be a single course of conduct or repeated conduct which, when viewed together, breaches this clause.
- 24.3. That Member subject to sub-clause 24.2 above will be subject to, and submits unreservedly to the jurisdiction, procedures, sanctions and appeal mechanisms of the Association.
- 24.4. “**Disciplinary action**” includes any or all of:
  - 24.4.1. reprimand the Member;
  - 24.4.2. impose a formal warning with conditions and reporting requirements for a specified period;
  - 24.4.3. suspend the membership rights of the Member in whole or in part for a specified period and or subject to any conditions;
  - 24.4.4. refusal to renew the Member’s membership; or
  - 24.4.5. expel the Member from the Association in accordance with the Constitution.
- 24.5. A complaint against any Member or Members of the Association will only be accepted if it is in writing and signed by the complainant. On the Committee of Management receiving such complaint, and if the Committee of Management is satisfied there are sufficient grounds to investigate the matter, the Committee of Management must investigate the matter sitting as the **disciplinary committee**. The **disciplinary committee** must observe the rules of natural justice at all times.
- 24.6. Any member who may be considered to have infringed the Constitution, any rule, By-Law or resolution, shall be called upon to appear before **disciplinary committee**, to answer such charges as may be laid against him. If such charges be found to be proven the **disciplinary committee** may impose disciplinary action. The **disciplinary committee** in its sole discretion shall provide such reasonable notice period to the alleged offender to appear before it as it deems appropriate in all the circumstances, otherwise the matter shall be deemed to be closed.
- 24.7. Any Member subject to disciplinary action shall be notified in writing within seven (7) days of such penalty being imposed.
- 24.8. If a Member, against whom a charge has been laid under this clause, refuses or fails to attend the meeting of the **disciplinary committee** at which the said charge or charges are to be heard, the charge may be heard in his absence.
- 24.9. 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.



24.10. Any decision made by the **Committee of Management** sitting as a disciplinary committee must be carried by a seventy five (75) percent majority.

## **25. APPEAL DISCIPLINARY ACTION**

25.1. Any member who is subject to disciplinary action shall have the right to appeal against such penalty. A written appeal must be lodged with the Secretary within thirty (30) days of the affected member having received notification of disciplinary action.

25.2. Upon receipt of a written appeal from the affected member, a Special General Meeting shall be convened not less than thirty (30) days nor more than sixty (60) days after receipt of the appeal, at which time the disciplinary committee may speak to the action which led to the imposition of disciplinary action, and the subject Member may speak on his own behalf.

25.3. Should the Meeting resolve to support the penalty imposed by the disciplinary committee then the Member shall have the right to appeal against such penalty to the SSAA (SA) in accordance with that constitution. The appeal must be in writing and lodged with the Secretary of SSAA (SA) within thirty (30) days of the Special General Meeting.

25.4. All Appeals lodged under this clause shall be heard by the Executive Committee of SSAA (SA) sitting as the Club's Appeal Board.

25.5. The Club's Appeal Board may accept additional evidence to the written Appeal, in whatever manner that it sees fit.

25.6. The Association and the Member subject to this clause 25 will be subject to, and submit unreservedly to the jurisdiction and decision of the Club's Appeal Board.

25.7. A decision must be carried by a resolution pursuant to the SSAA (SA) Constitution.

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

26.1. Subject to clause 26.2, 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) percent of the Associations Ordinary Members present at a General Meeting 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 eight (28) days prior to the General Meeting.

26.2. Clause 26.1 shall not be added to, altered or repealed unless seventy five (75) percent of such Ordinary Members present at such General Meeting vote in favour of such amendment and SSAA (SA) approval is obtained in writing.

26.3. Notwithstanding clause 26.1, no amendment to the Constitution shall come into force without first obtaining written approval of the SSAA (SA). Failure to comply with the requirements of this clause 26.3 will render any amendments made without approval by the SSAA (SA) void or membership of this Association to the SSAA (SA) subject to decision of SSAA (SA), which may include suspension or expulsion of the Association.



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

- 27.1. The property, assets and income of the 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 the 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. WINDING UP AND APPLICATION OF SURPLUS ASSETS**

- 28.1. The Association may be wound up in the manner provided for in the Act.
- 28.2. The Association is required to notify SSAA (SA) of its intention to do so, and comply with any reasonable requests of the SSAA (SA).
- 28.3. If after the winding up of the association there remains 'surplus assets' as defined in the Act, such surplus assets shall be distributed to SSAA (SA) which has similar objects and has rules which prohibit the distribution of its assets and income to its Members.

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

- 29.1. If at any time the Association shall pass a resolution authorising the Council to borrow money for the purposes of the 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 the Association whether voting on such resolution or not and all persons becoming Members of the 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 the 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 the 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 the Association shall be of a design approved by the Council and the SSAA (SA). The name, goodwill, emblem, and badge and other insignia of the Association shall not be used for any purpose except those expressly authorised by the provisions of this Constitution or by policies, rules or by-laws of the Association and no other individual or identity may use the name,

goodwill, emblem or other insignia of the Association without such written consent first had from the Council.

- 31.2. In the event that the Association resigns its membership or is otherwise no longer a Club or member of the SSAA (SA), the Association must return all items bearing any relationship with the SSAA (SA) and the SSAA National.

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

- 32.1. In the event of any doubt or difficulty as to the meaning of any rule or to any question arising as to their interpretation of the Constitution, rules or By-Laws, the Council shall have the power to pronounce a decision thereon and the decision shall be final and binding on all Members.
- 32.2. In the absence of rules in the Constitution or in the By-Laws of the Association, and in the proceedings of all meetings of the Association, the Council shall be guided by N. Renton's "Guide for Meetings and organisations" and/or "Roberts Rules".