

## **CONSTITUTION OF BELGIAN SHEPHERD DOG CLUB OF QLD INC**

1. There is hereby constituted a Canine Affiliate with a Constitution and membership as herein provided which is herein called "the Affiliate".
2. The name of this Affiliate shall be BELGIAN SHEPHERD DOG CLUB OF QUEENSLAND INC

### **DEFINITIONS:**

3. "Act" means *Associations Incorporation Act (Qld) 1981*.

"Affiliate" means a canine club, canine society or canine association or any Agricultural Society or Association admitted by the CCC (Q) t/as Dogs Queensland as an affiliated body.

"Application for Membership" includes application for re-admission to membership.

"Body" means, where the context reasonably admits a Club, Society, Association or group of persons.

"C.C.C." means the CCC (Q) t/as Dogs Queensland.

"Clause" means a provision of the Constitution and where the context so admits includes a paragraph or sub-paragraph thereof.

"Committee" includes Office Bearers unless the Constitution specifically provides otherwise.

"Constitution" means the Constitution for time being of the Affiliate as amended in accordance with its terms.

"Dual Member" means one (1) of any two (2) members of the one (1) family resident at the same address or one (1) of any two (2) of the persons who are partners in the conduct of a kennel, having a kennel prefix in their joint names registered with the CCC (Q) t/as Dogs Queensland, who has been admitted with the other of such persons as a Dual Member of the Affiliate.

"Exhibition" includes any Championship Show, Open Show, Parade, Field Trial, Obedience Trial, Obedience Sweepstake, Tracking Trial, Agility Trial, Puppy Match or Training event, assessment event or any other canine activity approved by the CCC (Q) t/as Dogs Queensland.

"Financial Member" means a member of the Affiliate who shall not be in default in the payment of his / her annual subscription or any fees or other monies payable by him / her in accordance with the Constitution. "Un-financial member" shall have the opposite meaning.

"General Meeting" means a meeting of the Members of the Affiliate.

“Honorary Member” means a person who, upon the recommendations of the Management Committee or upon a written nomination signed by not less than five (5) members is elected by a resolution passed in General Meeting by a majority of not less than three-fourths (3/4) of the Members voting in person thereat as an Honorary Member for such period as may be so determined and who in the opinion of such Meeting has rendered outstanding services to Canines or to the Affiliate or for other good and sufficient reason and who need not comply with the provisions of Clause 6 and shall in addition have the rights and privileges of a financial member but shall not be entitled to vote at General Meetings or hold office.

“Junior Member” means a person from the age of ten (10) to under eighteen (18) years, who has a parent or guardian who is a responsible CCC (Q) t/as Dogs Queensland member, who has been admitted as a member of the Affiliate and who shall not be entitled to hold office or to vote at a General Meeting of the Affiliate, but shall otherwise be entitled to enjoy all other privileges of membership.

“Life Member” means a member who has been admitted to the Affiliate as a member for life for meritorious and conspicuous continuous service to the Affiliate over a period of at least six (6) years. The Management Committee may nominate a member for Life Membership to the Annual General Meeting. To be successful the nominee must obtain at least a three-fourths (3/4) majority vote of members present. Only one (1) Life Membership may be granted in any one (1) year, provided that the CCC (Q) t/as Dogs Queensland may approve the granting of more than one (1) Life Membership in any one (1) year in special circumstances upon application by the Affiliate. Life Members are eligible for election to office and have full voting rights.

“Member” means a person who has been admitted as an ordinary or dual or life member of the Affiliate and where the context otherwise so admits, shall include a person admitted to any other category of membership and the word "Member", where the context so admits, shall mean and include persons who have been admitted to any category of membership.

“Office” means the Office of the Affiliate, and shall be a place as determined from time to time at which the records of the Affiliate are to be kept.

“Office Bearers” means the President, the Vice-Presidents, Treasurer and Secretary or such other nominated positions as referred to in Clause 23 of this Constitution for the time being of the Affiliate.

“Period of Membership”, in relation to a member, denotes the twelve (12) months terminating at midnight on the last day of each year for which such member is for the time being elected or admitted to membership of the Affiliate or such portion of that term during which his / her membership continues.

“Person”, where the context reasonably permits, includes an individual, a partnership, or any other legal entity.

“Pure bred dogs” means dogs of either sex which are registered with the CCC (Q) t/as Dogs Queensland and, where the context otherwise admits, includes pure bred dogs of any other breed or breed variety registered with the CCC (Q) t/as Dogs Queensland.

“Registered” means breeds and breed varieties of dogs for which a separate register is kept by the CCC (Q) t/as Dogs Queensland.

“Reportable Financial Year” means the Reportable Financial Year of the Affiliate as defined by Clause 70.

“Secretary” means the honorary Secretary or Secretary of the Affiliate, and where the context reasonably permits, includes the Assistant Secretary and any other person for the time being appointed by the Management Committee to exercise the functions of the Secretary.

“Special Resolution” has the meaning defined by the Act.

“Special General Meeting” means a General Meeting convened by the Secretary requiring a Special Resolution to pass any motion, called in accordance with Clause 56.

“Words” used in this Constitution where the context reasonably permits shall have the same meaning as the definition thereof, as set forth in the Rules and Regulations of the CCC (Q) t/as Dogs Queensland. Words importing the male gender shall, where the context reasonably permits, include the female and neuter gender and words importing the singular number shall, where the context reasonably permits, include the plural number.

“Writing” includes printing and copying and any other like recognised means of communication or of reproducing words in visible form.

#### **OBJECTS:**

4A. The objects of the Affiliate are:-

- (a) to Affiliate, and to continue to be Affiliated, with the CCC (Q) t/as Dogs Queensland.;
- (b) to promote and encourage the breeding of pure bred dogs;
- (c) to promote and raise the standards and exhibition of pure bred dogs;
- (d) to promote the holding of exhibitions and to conduct exhibitions and / or to promote obedience training and to conduct Obedience Trials and Agility Trials and Tracking Tests and Field Trials;
- (e) to foster, promote and protect the interests of exhibitors of pure bred dogs at exhibitions;
- (f) to collect, verify and publish information relating to dogs and the breeding and exhibition of pure bred dogs;
- (g) to educate and encourage members, breeders and judges to abide by the requirements and standards approved by the CCC (Q) t/as Dogs Queensland for the conduct of exhibitions and shows;
- (h) to promote good fellowship and sportsmanship amongst members and those participating in or attending at exhibitions and shows;
- (i) to inform members of and make known to them the laws and regulations of the State relating to the ownership and care of dogs, and the responsibility of owners for the conduct and actions of their dogs;
- (j) to hold functions and lectures relating to dogs and to the objects of the Affiliate generally;
- (k) to provide awards and donate prizes for competition at exhibitions and for the competition

by breeders and exhibitors of dogs;

- (l) to foster relations with other Affiliates and bodies having similar aims;
- (m) to promote and assist worthy cause(s), as agreed at a General Meeting of the members of the Affiliate; and
- (n) to carry on such other activities or promote or encourage interest in the breeding, upkeep and training of and the general well-being and improvement of pure bred dogs and to do all such other things as may be necessary or conducive to carrying out the objects of the Affiliate.

**POWERS:**

4B. The powers of the Affiliate are:-

- (a) To continue to hold the funds and other assets of, and to continue to be responsible for the liabilities of, the former unincorporated association known as the BELGIAN SHEPHERD DOG CLUB OF QUEENSLAND.
- (b) To subscribe to, become a member of and cooperate with any other Affiliate, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Affiliate provided that the Affiliate shall not subscribe to or support with its funds any club, Affiliate 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 Affiliate under or by virtue of Clause 69;
- (c) In furtherance of the objects of the Affiliate to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Affiliate or persons frequenting the Affiliate's premises;
- (d) 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 Affiliate: Provided that in case the Affiliate shall take or hold any property which may be subject to any trusts the Affiliate shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (e) 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 Affiliate – to obtain from any such Government or Authority any rights, privileges and concessions which the Affiliate may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (f) 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 Affiliate;
- (g) To remunerate any person or body corporate for services rendered or to be rendered and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects;

- (h) 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 Affiliate'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;
- (i) To invest and deal with the money of the Affiliate not immediately required in such manner as may from time to time be thought fit;
- (j) To take, or otherwise acquire, and hold shares, debentures or other securities;
- (k) In furtherance of the objects of the Affiliate 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;
- (l) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured, or 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;
- (m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (n) In furtherance of the objects of the Affiliate to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Affiliate;
- (o) 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 Affiliate's property of whatsoever kind sold by the Affiliate, or any money due to the Affiliate from purchasers and others;
- (p) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Affiliate but subject always to the provisions of this Constitution and the objects of the Affiliate set out in Clause 4B, Sub-Clause (d);
- (q) 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 the funds of the Affiliate, in the shape of donations, annual subscriptions or otherwise;
- (r) To print and publish any newspapers, periodicals, books or leaflets that the Affiliate may think desirable for the promotion of its objects;
- (s) In furtherance of the objects of the Affiliate to amalgamate with any one (1) or more incorporated association(s) having objects altogether or in part similar to those of the Affiliate 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 Affiliate under or by virtue of Clause 69;

- (t) In furtherance of the objects of the Affiliate to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one (1) or more of the incorporated association(s) with which the Affiliate is authorised to amalgamate;
- (u) In furtherance of the objects of the Affiliate to transfer all or any part of the property, assets, liabilities and engagements of the Affiliate to any one or more of the incorporated associations with which the Affiliate is authorised to amalgamate;
- (v) To make donations for patriotic, charitable or community purposes;
- (w) 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;
- (x) 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 Affiliate.

**AFFILIATION WITH THE CANINE CONTROL COUNCIL (QUEENSLAND):**

- 5. The Affiliate, having achieved Affiliated status, shall continue to be Affiliated with the CCC (Q) t/as Dogs Queensland and, whilst continuing to be Affiliated with the CCC (Q) t/as Dogs Queensland, shall be eligible to apply for permission to conduct authorised exhibitions.

**MEMBERSHIP:**

- 6. Any person owning a pure bred dog or interested in any of the activities referred to in the objects of the Affiliate shall be eligible to apply for membership.

**CLASSIFICATION OF MEMBERS:**

- 7. Membership of the Affiliate may be divided into the following categories (see Clause 3). Each class of membership shall be unlimited in numbers:
  - (a) Member (Ordinary);
  - (b) Dual Member;
  - (c) Honorary Member;
  - (d) Junior Member;
  - (e) Life Member, and

every person admitted and / or elected to membership shall be and be deemed for all purposes to have agreed to be bound by the Rules and Regulations of the CCC (Q) t/as Dogs Queensland and the Constitution of the Affiliate for the time being in force.

**ROLL OF MEMBERS:**

- 8.1 A register of members shall be kept by the Management Committee and must contain the following particulars for each member -
  - (a) the full name of the member;

- (b) the postal or residential address of the member;
- (c) the date of admission as a member;
- (d) the date of death or time of resignation of the member;
- (e) details about the termination or reinstatement of membership;
- (f) any other particulars the management committee or the members at a general meeting decide; and
- (g) the category of membership.

8.2 The register of members must be renewed annually.

8.3 The register of members must be kept at the office of the Affiliate and shall be made available by the Secretary for inspection by members at all reasonable times, subject to the application of privacy legislation.

8.4 A member must contact the Secretary to arrange an inspection of the register.

8.5 Notwithstanding any provision to the contrary, the Management Committee may, on the application of a member of the Affiliate withhold information about the member (other than the member's full name) from the register available for inspection if the Management Committee has reasonable grounds for believing the disclosure of the information would put the member at risk of harm.

#### **APPLICATION FOR MEMBERSHIP:**

9. (a) Every person who at the date of adoption of this Constitution was a member of the Affiliate shall continue to be a member of the Affiliate, in the same class of membership as that Member held prior to the adoption of this Constitution, and shall not be required to pay any further subscription until the next due date for payment of the Member's subscription.

(b) Every applicant for any class of membership of the Affiliate shall be proposed by one member of the Affiliate and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.

(c) An application for membership shall be accompanied by the prescribed fees.

10.1 The Management Committee must ensure that, as soon as possible after the person applies to become a member of the Affiliate and before the Management Committee considers the person's application, the person is advised –

(a) whether or not the Affiliate has public liability insurance; and

(b) if the Affiliate has public liability insurance – the amount of the insurance.

10.2 The Secretary shall submit such application to the next Committee Meeting or General Meeting of the Affiliate where the matter of admission or rejection of the application shall be decided by majority vote.

- 10.3 The Secretary of the Affiliate must, as soon as practicable after the General Meeting decides to accept or reject an application, give the applicant a written notice of the decision.
- 10.4 No appeal shall lie against any rejection of membership.
11. A member may make application to the Affiliate for re-admission as a member to his category of membership upon payment of his annual subscription and shall be deemed for all purposes to have been re-admitted as such a member, if:
- (a) The person was a member of the Affiliate prior to the adoption of this Constitution, and makes such application within twenty eight (28) days after the adoption of this Constitution; or
  - (b) A member may, up to and including the date of, but prior to the start of, the Annual General Meeting, make application to the Affiliate for re-admission as a Member to his / her category of membership upon payment of the annual subscription, and shall be deemed for all purposes to have been re-admitted as such a Member.

**TERMINATION OF PERIOD OF MEMBERSHIP:**

- 12.1 A member shall cease ipso facto to be a member of the Affiliate:
- (a) upon the termination of his period of membership (whether by effluxion of time or otherwise), unless he / she shall be re-admitted pursuant to Clause 11 as a member of the Affiliate for a further period of membership;
  - (b) if he / she resigns by notice in writing addressed to the Secretary;
  - (c) if he / she shall die;
  - (d) if his / her annual subscription for the forthcoming Reportable Financial Year has not been paid in accordance with Clause 11;
  - (e) if pursuant to the Constitution he / she shall be expelled from the Affiliate;
  - (f) if he / she is disqualified or suspended by the CCC (Q) t/as Dogs Queensland for any period for which he / she is suspended or disqualified;
  - (g) should any person cease to be a member of the Affiliate for any reason whatsoever, he / she shall not be entitled to the return of his / her membership fee or any part thereof, or any portion of the assets of the Affiliate.
- 12.2 The Management Committee may terminate a member's membership if the member:
- (a) is convicted of an indictable offence; or
  - (b) does not comply with any of the provisions of the Constitution; or
  - (c) has membership fees in arrears for at least two (2) months; or



- (d) conducts himself / herself in a way considered to be injurious or prejudicial to the character or interests of the Affiliate or the CCC (Q) t/as Dogs Queensland.
- 12.3 Before the Management Committee terminates a member's membership, the committee must give the member a full and fair opportunity to show why the membership should not be terminated.
- 12.4 If, after considering all representations made by the member, the Management Committee decides to terminate the membership, the Secretary of the Management Committee must give the member a written notice of the decision.

#### **ANNUAL SUBSCRIPTION AND JOINING FEE:**

- 13A. Subject to notice of motion first being given by resolution of the Management Committee, the members, in General Meeting at any time and from time to time may fix the amount of the annual subscription payable by each category of membership and may in like manner determine that a membership joining fee shall be paid and the amount thereof.
- 13B. Until the amount of the annual subscription payable by any category of membership is fixed in accordance with Clause 13A, the amount thereof shall continue to be the amount of the annual subscription for that category of membership which applied prior to the adoption of this Constitution.

#### **PRIVILEGES OF MEMBERSHIP:**

14. Subject to the restrictions and limitations prescribed by or pursuant to the Constitution, the privileges of a member shall be:
- (a) upon application and payment of the prescribed fee (if any) to the Secretary, to receive a copy of the Constitution of the Affiliate;
  - (b) the right to attend and vote at all General Meetings of the Affiliate, subject to the conditions of Clauses 67 (b) and 67 (c);
  - (c) to submit himself / herself as a candidate for any Office of the Affiliate subject to the conditions of Clause 67(b) and 67(c);
  - (d) to receive any publication issued by the Affiliate, upon the payment of the prescribed fee (if any);
  - (e) to compete for prizes (including trophies) available for members of the Affiliate when exhibiting or competing at any exhibition conducted by the Affiliate.
15. A Junior Member shall be entitled to take part in the proceedings of a General Meeting but shall not be eligible to vote and shall not be eligible to hold office, but shall be entitled to exercise all other privileges of membership.

#### **CONDUCT OF MEMBERS:**

16. A Member, upon election to any category of membership, shall strictly observe and act in conformity with and not otherwise than in accordance with the Constitution of the Affiliate and Rules and Regulations of the CCC (Q) t/as Dogs Queensland, and will uphold the honour of and use his / her best endeavours to further the objects of the Affiliate.

17. A Member shall furnish to the Management Committee such information within the knowledge of the Member as the Management Committee may from time to time require and within such time as the Management Committee may specify in respect of any act or omission on his / her part or of his / her agent or servant in and about his / her conduct at any exhibition or show or in respect of any matter dealt with or regulated by the Constitution of the Affiliate or Rules.
18. (a) Where a member is required to appear before the Management Committee or to supply information pursuant to Clause 17 or any other Clause of this Constitution and fails to do so, he / she shall furnish to the Management Committee a Statutory Declaration or other written explanation relating to the matter.  
  
(b) If a member defaults in complying with any requirement of the Management Committee pursuant to Clause 17 and / or Clause 18 (a), the Management Committee may in its absolute discretion proceed to inquire into the matter without further notice to the member.
19. If, upon such inquiry, the Management Committee is of the opinion that a member has willfully infringed any of the Rules or Regulations of the CCC (Q) t/as Dogs Queensland and / or the Constitution of the Affiliate, or has been guilty of any conduct prejudicial to the Affiliate or to a member thereof, the Management Committee may call his / her attention to such infringement or conduct by a notice in writing addressed to such member and may call upon such member to show cause why he / she should not be expelled from the Affiliate or have his / her membership suspended.
20. If such member does not, within a period of fourteen (14) days of the date of the aforesaid notice, either resign his / her membership or offer an explanation of the circumstances, either in person or in writing as he / she may elect to the Management Committee at a meeting thereof convened for that purpose, and if such explanation is not acceptable to the Management Committee, it may recommend to the members at the first General Meeting thereof convened subsequent to such inquiry that the member be suspended from Membership for such period as the Management Committee may think fit or that such member be expelled from the Affiliate and such recommendation shall be included in the notice convening the General Meeting. At such meeting, the member shall be entitled to be heard and to give his / her explanation of the circumstances and to call witnesses on his / her behalf.
21. If the recommendation of the Management Committee made under Clause 20 or an amendment thereof is approved by a Resolution passed by a majority of three-fourths (3/4) of the members voting in person at such General Meeting, such member shall forthwith be suspended from membership for such specified period or expelled as the case may be, and he / she shall have no claim or right of recourse to litigation whatsoever against the Management Committee or any member thereof or against any member so voting.
22. Any member affected by a decision of the Management Committee and / or resolution passed in accordance with Clause 21 may appeal therefrom to the Committee of the CCC (Q) t/as Dogs Queensland upon such conditions as that Committee may from time to time prescribe. In such event the decision of the Committee of the CCC (Q) t/as Dogs Queensland shall be final and binding on all parties.

**OFFICE BEARERS:**

23. The Office Bearers for the time being of the Affiliate shall be:

- (a) the President;
- (b) Vice – President [1];
- (c) the Treasurer;
- (d) the Secretary; and
- (e) not less than four (4) nor more than six (6) Committee Members, all of whom shall be elected at the Annual General Meeting or as provided in this Constitution.

**DUTIES OF SECRETARY:**

24.1 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 which is to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that recording of such minutes. The minutes of every Management Committee meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding General Meeting: Provided that the minutes of any Annual General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding General Meeting or Annual General Meeting. The Secretary shall exercise and perform all the usual secretarial functions and generally attend to the secretarial work of the Affiliate and in particular shall keep and maintain:

- (a) the register of members;
- (b) all necessary records of the affairs of the Affiliate;
- (c) a complete record of awards made at all exhibitions and shows conducted by the Affiliate, where necessary; and
- (d) full and accurate minutes of all questions, matters, resolutions and other proceedings of each General Meeting in a Minute Book,

and must:

- (e) forward to the CCC (Q) t/as Dogs Queensland within one (1) month of the Annual General Meeting an audited Statement of Receipts and Expenditure and Balance Sheet of the Affiliate and a copy of all Reports and Minutes;
- (f) call meetings of the Affiliate, including preparing notices of a Meeting and of the business to be conducted at the Meeting in consultation with the President of the Affiliate; and
- (g) keep copies of all correspondence and all other documents relating to the Affiliate.

24.2 If asked by a member of the Affiliate, the Secretary must:

- (a) within twenty eight (28) days after the request is made:
  - (i) make the Minute Book for a particular General Meeting available for inspection by the Member at a mutually agreed time and place; and

- (ii) give the member copies of the Minutes of the Meeting (provided that the member reimburses the Affiliate for the cost of producing such copies); or
  - (iii) give the members a copy of the Affiliate's Financial documents or make them available for inspection by the members.
- (b) give the member a copy of the Affiliate's Rules including this Constitution which are compliant with the requirements of the Act.

#### **DUTIES OF TREASURER:**

25. The Treasurer shall:

- (a) receive all moneys paid to the Affiliate and cause the same to be paid into the banking account of the Affiliate kept for such purpose within fourteen (14) days of the receipt thereof;
- (b) keep all necessary books of account and financial statements as shall be required by the Auditors and the CCC (Q) t/as Dogs Queensland;
- (c) prepare the Annual Accounts and accompanying reports;
- (d) submit financial statements to all constituted meetings of the Management Committee and of the Affiliate;
- (e) produce in General Meetings the cash books, current bank statements, bank pass book, and bank reconciliation when requested to do so;
- (f) keep vouchers for payments authorised by the Affiliate and the Management Committee;
- (g) keep a true and correct inventory of all property of the Affiliate.

#### **MANAGEMENT COMMITTEE:**

26.1 There shall be a Management Committee consisting of the Office Bearers and not less than four (4) nor more than six (6) members which must include at least one (1) person holding the office of President and another person holding the office of Treasurer, all of whom shall be elected at the Annual General Meeting or as provided in the Constitution.

26.2 The Management Committee must ensure that, before a candidate is elected as a member of the Management Committee, the candidate is advised -

- (a) whether or not the Affiliate has public liability insurance; and
- (b) if the Affiliate has public liability insurance - the amount of the insurance.

27. The Management Committee shall manage and have the entire control and management of the administration of the affairs, property and funds of the Affiliate subject to and in accordance with the provisions of the Constitution and any resolutions passed at a General Meeting of Members, including interpretation of these rules.

28.1 The Management Committee may exercise the powers of the association –

- (a) to borrow, raise or secure the payment of amounts in a way the members of the Affiliate decide; and
- (b) to secure the amounts mentioned in paragraph (a) or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Affiliate in any way, including by the issue of debentures (perpetual or otherwise) charged upon the whole or part of the Affiliate's property, both present and future; and
- (c) to purchase, redeem or pay off any securities issued; and
- (d) to borrow amounts from members and pay interest on the amounts borrowed; and
- (e) to mortgage or charge the whole or part of its property; and
- (f) to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Affiliate; and
- (g) to provide and pay off any securities issued; and
- (h) to invest in a way the members of the Affiliate may from time to time decide.

28.2 For Sub-Clause 28.1 (d), the rate of interest must not be more than the current rate being charged for overdrawn accounts on money lent (regardless of the term of the loan) by:

- (a) the financial institution for the Affiliate; or
- (b) if there is more than one (1) financial institution for the association - the financial institution nominated by the Management Committee.

28.3 Notwithstanding Clause 27, the members in a General Meeting by resolution passed by a majority of members present and voting may overrule a decision of the Management Committee, except a decision of the Management Committee to pay any account payable by the Affiliate, or by a resolution passed by a majority of the members present and voting may instruct the Management Committee in the light of objections expressed by any member to any such decision to review the decision at its next meeting and make its further recommendation to the members at the next General Meeting thereof.

#### **MEETING OF THE MANAGEMENT COMMITTEE:**

29. Meetings of the Management Committee shall be held at such place and at such time as the Management Committee from time to time determines, but shall be held at least one (1) in every two (2) calendar months.

30. The Secretary or his / her representative shall attend all meetings of the Management Committee. The minutes of such meetings signed by the Chairperson thereof or by the Chairperson of a confirmatory meeting, shall be accepted as sufficient evidence of the proceedings of such meeting.

31.1 At a management committee meeting, more than fifty (50) percent of the members elected to the committee as at the close of the last General Meeting of the members form a quorum.

- 31.2 If there is no quorum within 30 minutes after the time fixed for a Management Committee Meeting called on the request of members of the Committee, the meeting lapses.
- 31.3 If there is no quorum within 30 minutes after the time fixed for a Management Committee Meeting called other than on the request of the members of the Committee:
- (a) the meeting is to be adjourned for at least one (1) day; and
  - (b) the members of the Management Committee who are present are to decide the day, time and place of the adjourned meeting.
- 31.4 If, at an adjourned meeting mentioned in Sub-Clause (3) above, there is no quorum within 30 minutes after the time fixed for the meeting, the meeting lapses.
32. The Secretary shall call a meeting of the Management Committee whenever requested so to do by the President or by not less than three (3) members of the Management Committee.
33. The President, or in his / her absence or if he / she shall be unwilling to act, a Vice-President present, or if present he / she shall be unwilling to act, then a member of the Management Committee elected by the members thereof present in person shall be the Chairperson of a meeting of the Management Committee.
34. A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Affiliate in which he / she is interested or in respect of any matter arising thereat and if he / she does so vote, his / her vote shall not be counted.
35. All acts done by a meeting of the Management Committee or of a Sub-Committee thereof or of a Sub-Committee appointed by the members or by any person acting as a member of the Management Committee or of a Sub-Committee notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Management Committee or of a Sub-Committee or of any person acting as aforesaid, or that the members of the Management Committee or any of them or of a Sub-Committee were disqualified, shall be as valid as if any such person had been appointed and was qualified to be a member of the Management Committee or of such Sub-Committee.
36. A resolution in writing signed by all 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 held and convened. Any such resolution may consist of several documents in like form each signed by one (1) or more members of the Management Committee.
37. A member of the Management Committee absenting himself / herself from three (3) consecutive Management Committee meetings without leave of the Management Committee shall ipso facto cease to be a member of the Management Committee, and if an Office Bearer he / she shall ipso facto also cease to hold his / her office.
- 38.1 A casual vacancy occurring amongst members of the Management Committee may be filled by the Management Committee at its next meeting and the member so appointed shall hold that office until his / her appointment is confirmed by the members at the next General Meeting or the vacancy is otherwise filled by the members at a General Meeting.
- 38.2 The continuing members of the Management Committee may act despite a casual

vacancy on the Management Committee.

- 38.3 However, if the number of Management Committee members is less than the number fixed under Clause 58 as a quorum of the Management Committee, the continuing members may act only to:
- (a) increase the number of Management Committee Members to the number required for a quorum; or
  - (b) call a General Meeting of the Affiliate.

#### **ELECTION OF OFFICE BEARERS AND MANAGEMENT COMMITTEE:**

39. The Officer Bearers and other Members of the Management Committee shall be elected annually at the Annual General Meeting and shall take office immediately upon election.
40. Nominations of members proposed as Office Bearers or as other members of the Management Committee shall be made in writing to the Secretary at least twenty one (21) days before the date of the Annual General Meeting, and shall be signed by at least one (1) member and the nominee. No person shall be eligible for election unless he or she is a financial member of the Affiliate, a financial member of the CCC (Q) t/as Dogs Queensland and complies with the conditions of Clauses 67 (b) and 67 (c).
41. A list of all such nominations, in alphabetical order or by "lot", shall be sent or delivered to each of the members at least seven (7) days prior to the holding of the Annual General Meeting.
42. If there be not a nomination for the Office of President, Vice-President, Secretary or Treasurer, or if a member nominated for such office declares at the Annual General Meeting verbally or in writing that he / she is unwilling to stand for that office, or if the number of members required for election as members of the Management Committee are not nominated, the members may propose and second orally, at the Annual General Meeting, sufficient members to fill any such office.
43. If there be more than the required number of members nominated for the election to any office, an election by ballot shall take place, but if there be only the requisite number, the Chairperson shall declare those nominated to be duly elected.
44. The election of the Office Bearers and Members of the Management Committee shall be by secret ballot:
- (a) cast by members present at the Annual General Meeting and eligible to vote thereat, except that Postal Votes will be permitted for the election of Office Bearers, provided that:
    - (1) the voting member resides in Queensland and at a distance of not less than fifty (50) kilometres from the meeting venue; and
    - (2) the vote is received by the Secretary no less than twenty four (24) hours prior to the date of the meeting.
  - (b) For the purposes of the ballot, a Returning Officer may be appointed by the members present at the General Meeting of members immediately preceding the Annual General Meeting or as the first business of the Annual General Meeting. If not so appointed, not less than two (2) scrutineers shall be appointed by the members at,

and as the first business of, the Annual General Meeting.

- (c) Each member wishing to participate in the ballot shall strike out from the voting paper all names in excess of the number of positions vacant and ballot papers containing a greater or lesser number of candidates to be elected shall be invalid.
- (d) After the appointment of the Returning Officer and / or the scrutineers, the Returning Officer and / or the scrutineers shall count or cause to be counted by the said persons the votes cast by members.
- (e) The Returning Officer and / or the scrutineers shall declare the result of the ballot immediately after the votes have been counted, and in the event of an equality of votes in favour of any candidate which could affect the election of a candidate, the members at the Annual General Meeting shall elect one (1) of such candidates to fill the vacancy for which he / she was nominated by a resolution passed by a simple majority of members present and voting thereon.
- (f) If any question shall arise as to the validity or invalidity of a voting paper, or whether any particular member has or has not been elected to any particular office, a statement by the returning Officer that the relevant voting paper is or is not valid or that a particular member has or has not been elected to a particular office shall be conclusive.

**RESIGNATION, REMOVAL OR VACATION OF OFFICE OF MANAGEMENT COMMITTEE MEMBER:**

- 45. A member of the management committee may resign from the committee by giving written notice of resignation to the Secretary.
- 46. The resignation takes effect at:
  - (a) the time the notice is received by the Secretary; or
  - (b) if a later time is stated in the notice – the later time.
- 47. A member may be removed from office at a general meeting of the association if a majority of the members present and eligible to vote at the meeting vote in favour of removing the member.
- 48. Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why he or she should not be removed from office.
- 49. A member has no right of appeal against the member's removal from office under this rule.
- 50. A member immediately vacates the office of member in the circumstances mentioned in section 64 (2) of the Act.

**SUB-COMMITTEES:**

- 51. (a) The Management Committee or the members at a General Meeting may at any time and from time to time appoint a Sub-Committee from amongst the members of the



Management Committee or the members for such purpose and with authority to exercise such powers and duties as the Management Committee in its discretion may recommend, save and except the power to refuse or return any entry as precluded by CCC (Q) t/as Dogs Queensland Rule 100 and the members thereof shall hold office at the pleasure of the members.

- (b) The quorum for a Sub-Committee shall be such number thereof as shall be determined by the Management Committee or members at the time of its election, who may in like manner appoint a Chairperson thereof provided that if a Chairperson is not so appointed or is absent or unwilling to act, the members of the Sub-Committee shall appoint one of their number to be Chairperson.
- (c) The Management Committee or any such Sub-Committee may co-opt additional members to assist in its duties.
- (d) The President and Secretary shall automatically be ex officio members of all Sub-Committees.

### **RULINGS AT MEETINGS:**

52. All questions arising at a General Meeting or at a meeting of the Management Committee or of a Sub-Committee, other than questions of order or procedure which shall be decided by the Chairperson, shall be decided by the majority of votes cast at such meeting and in the case of equality of votes, the Chairperson shall have a casting vote.

### **GENERAL MEETING OF MEMBERS:**

- 53.1 The Annual General Meeting of members of the Affiliate shall be held within six (6) months of the end of the Reportable Financial Year, if the first or otherwise at least once (1) each year and within the last six (6) months after the end of the Affiliate's Reportable Financial Year, for every subsequent Annual General Meeting. The business to be transacted at the Annual General Meeting shall be:

- (a) appoint a returning officer and / or two scrutineers as required under Clause 44 (b) of this Constitution;
- (b) to confirm the Minutes of the preceding Annual General Meeting;
- (c) to receive and adopt the accounts of the Affiliate and the accompanying reports thereon;
- (d) to receive from the returning officer pursuant to Clause 44 (d), or the President pursuant to Clause 43, the result of the ballot for the election of the office bearers and of members of the Management Committee or pursuant to Clause 42, to elect office bearers or members of the Management Committee;
- (e) to appoint a qualified Auditor, an Accountant or an approved person in accordance with Clause 77;
- (f) for a Level 1 Incorporated Association as defined by the Act, to present the Affiliate's financial statements and Audit reports for the last Reportable Financial year;
- (g) For a Level 2 or Level 3 Incorporated Association to which Section 59 of the Act applies, to present the financial statement and signed statement to the meeting for

adoption;

- (h) to receive the Annual Report and transact any other business required by the Constitution to be transacted;
- (i) to transact any other business written notice of which shall have been given to the members at least seven (7) days prior to the date of such meeting;
- (j) For a Level 2 and Level 3 Incorporated Association to which Section 59 of the Act applies to receive the Annual Report including financial statement, and signed statement, for the last Reportable Financial Year;
- (k) Subject to the approval of a majority of the members present at the meeting, to transact any further business which may be brought forward at that meeting; and
- (l) To report whether there is the need for Public Liability Insurance to be taken for the Affiliate to the Affiliate's members, if the necessity for such insurance arises during the previous year prior to the meeting.

53.2 The members of the Management Committee of the Affiliate must ensure the Affiliate complies with its financial reporting requirements under Section 59 (2) of the Act within six (6) months after the end date of each financial year and Section 59 (3) within one (1) month of the presentation of financial documents approved by the members at the Annual General Meeting, if required by Section 59 of the Act.

54. An Ordinary General Meeting of the Affiliate shall be held at such time and at such place as the members at the preceding meeting shall determine or if not so determined as shall be convened pursuant to the Constitution.

55. The business of an ordinary General Meeting shall include the following:

- (a) to note apologies for non-attendance;
- (b) to confirm the Minutes of the preceding ordinary General Meeting;
- (c) to transact business arising out of such Minutes;
- (d) to receive the reports of the Management Committee, the Secretary and the Treasurer and any other such reports as may be required to be given;
- (e) to receive the reports of Sub-Committees;
- (f) to elect new members;
- (g) to consider and deal with business deferred from the previous meeting;
- (h) to consider and deal with motions of which due notice has been given;
- (i) to consider and deal with correspondence received since the previous General Meeting;
- (j) to receive notices of motions;
- (k) to consider and deal with motions of which notice has not been given;

- (l) to hear through the Chairperson answers to questions from members and, where appropriate, to deal with the subject matter thereof; and
  - (m) to deal with such other business as the Chairperson or the majority of members present may allow.
56. A Special General Meeting shall be convened by the Secretary at the direction of the President or of the Management Committee or on the written request of not less than ten (10) financial members. A request for a Special General Meeting must state the day, time and place of the meeting, why the Special Meeting is called and the business to be conducted at that Meeting.
57. The business to be transacted at a Special General Meeting shall be set out in the notice convening that Meeting, and no other business shall be transacted thereat or at any adjournment thereof.
- 58.1 The quorum for a general meeting is at least the number of members elected or appointed to the management committee at the close of the Association's last General Meeting plus one (1).
- 58.2 However, if all members of the association are members of the Management Committee, the quorum is the total number of members less one (1).
- 58.3 No business may be conducted at a general meeting unless there is a quorum of members when the meeting proceeds to business.
- 58.4 If there is no quorum within thirty (30) minutes after the time fixed for a general meeting called, on the request of members of the management committee or the association, the meeting lapses.
- 58.5 If there is no quorum within thirty (30) minutes after the time fixed for a general meeting called, other than on the request of members of the management committee or the association, then:
- (a) the meeting is to be adjourned for at least seven (7) days; and
  - (b) the management committee is to decide the day, time and place of the adjourned meeting.
- 58.6 The chairperson may, with the consent of any meeting at which there is a quorum, and must if directed by the meeting, adjourn the meeting from time to time and from place to place.
- 58.7 If a meeting is adjourned under Clause 58.6, only the business left unfinished at the meeting from which the adjournment took place may be conducted at the adjourned meeting.
- 58.8 The secretary is not required to give the members notice of an adjournment or of the business to be conducted at an adjourned meeting unless a meeting is adjourned for at least thirty (30) days.
- 58.9 If a meeting is adjourned for at least thirty (30) days, notice of the adjourned meeting must be given in the same way notice is given for an original meeting.
59. The President, or in his / her absence, or if he / she shall be unwilling to act, the Vice-President, or if there shall not be a Vice-President present, or if present he / she shall be unwilling

to act, then a member elected by the members present in person shall be the Chairperson of such a meeting.

#### **NOTICE OF GENERAL MEETINGS:**

60. Every General Meeting shall be convened by notice given by the Secretary to each member of the Affiliate specifying the date, time and venue of such meeting as prescribed in Clause 62. The signature to any such notice may be written, stamped, impressed, typed or printed.
61. At least seven (7) days prior notice shall be given in respect of each such meeting.
62. Notice of a General Meeting shall be deemed to have been given to each member if it is published in the Club's Newsletter or Journal or such other publication as prescribed by members at the first General Meeting for the year, provided that such publication is made and received by the members not later than seven (7) days prior to the date of the meeting, or if it is served upon him / her personally, or if it is sent through the post addressed to such member at the address furnished by him / her to the Secretary, or at his / her last address known to the Secretary. A notice sent to one of a dual membership shall be deemed for all purposes to have been notice given to each of such members.
63. The accidental omission to give notice to a member, or if a member shall fail to receive a notice sent as aforesaid, shall not invalidate a General Meeting.
64. A notice sent by post shall be deemed to have been served on the working day following that on which it is posted.

#### **CONDUCT AND ADJOURNMENT OF MEETING:**

- 65.1 A member may take part and vote in a general meeting in person, by proxy provided that the procedure in Clause 87 has been satisfied, by attorney or by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- 65.2 A member who participates in a meeting as mentioned in Clause 65.1 is taken to be present at the meeting.
- 65.3 At each general meeting:
  - (a) the President is to preside as chairperson;
  - (b) if there is no President, or if the President is not present within fifteen (15) minutes after the time fixed for the meeting, or is unwilling to act, the members present must elect one (1) of their number to be chairperson of the meeting; and
  - (c) the chairperson must conduct the meeting in a proper and orderly way.
66. A General Meeting of members or a meeting of members of a Management Committee or of a Sub-Committee shall have the power to adjourn its proceedings from time to time for any period not exceeding at any one (1) time, one (1) month.

#### **VOTING OF MEMBERS:**

67. (a) At meetings of members or of the Management Committee or of a Sub-Committee the mode of voting shall in the first instance be by a show of hands,

or if required by not less than two (2) members, by an actual division or by secret ballot and the Chairperson shall have an ordinary and in the case of equality of the primary vote also a casting vote and all questions shall be decided by the majority of votes of the members voting in person at any such meeting, provided that on a resolution relating to the election of the office bearers or of the members of the Management Committee or relating to the expulsion of members, the foregoing shall not apply and in lieu thereof votes shall be taken in accordance with the relevant Clause of the Constitution.

- (b) Every member who was a financial member of the Affiliate for not less than three (3) months of the Reportable Financial Year preceding the Annual General Meeting and is currently a financial member shall be entitled to vote at the Annual General Meeting and shall be eligible to nominate or be nominated as an office bearer or member of the Management Committee.
- (c) No person becoming a member between the closing date of the Reportable Financial Year preceding the Annual General Meeting and the date of the Annual General Meeting shall be eligible to vote at the Annual General Meeting, nominate or be nominated as an office bearer or member of the Management Committee.
- (d) In all matters not covered by this Constitution the rules of common debate shall apply provided always that the best interests of the general members of the Affiliate be served and general members have the right to vote in favour of or against any Management Committee decision.
- (e) DISSENSION FROM THE PRESIDENT'S and / or CHAIRPERSON'S ACTION - RULING PROCEDURE - ETC.

In the event that a dissension vote be carried by a sixty (60) percent majority at any meeting of the Affiliate, the Chairperson shall be bound to adopt such Ruling - Procedures - Actions - as decided by said vote, and further, immediately such dissension vote be moved and seconded the Chairperson shall immediately vacate the chair to enable correct and proper discussion and voting procedures to follow. Members present are then entitled to elect their own choice of interim Chairperson to preside during the time that this matter only is discussed and determined, whereupon the Chairperson shall resume the chair.

- (f) The following motions of censure may be put:

CENSURE OF (1) PRESIDENT'S and / or CHAIRPERSON'S ACTION - RULING PROCEDURE - ETC.

CENSURE OF (2) OFFICE-BEARER(S)' and / or COMMITTEE MEMBER'S ACTION - RULING PROCEDURE - ETC.

CENSURE OF (3) A GENERAL MEMBER'S ACTION – CONDUCT - ETC.

In the event that a censure motion be moved, seconded and carried by a sixty (60) percent majority at any meeting of the Affiliate, the person or persons against whom the vote be taken shall be considered censured and all relevant details shall be minuted (it must be understood that a censure motion does not automatically mean a loss of position from Management Committee or a loss to a general member of his usual and accepted rights).

- (g) VOTE OF NO CONFIDENCE may be put:
  - (1) Against any Office Bearer or Office Bearers;
  - (2) Any Management Committee member; or
  - (3) The entire Management Committee (to include Office Bearers also).

In the event that a vote of "no confidence" be moved, seconded and carried by a sixty (60) percent majority of persons present in person at the meeting specially convened to discuss the motion such person or persons against whom the motion was carried shall immediately forfeit his / her / their position(s) as an Office Bearer(s) or Management Committee member and any such person(s) shall not be allowed to accept nomination for the Management Committee or as Office Bearer or for any Sub-Committee for a period of twelve (12) months from the date of such motion. The members present upon such vote of no confidence being carried, are then entitled if they so desire, to select a replacement or replacements for the position or positions hereby rendered vacant.

- (h) A Notice of Motion of "No Confidence" must be made in writing signed by the persons moving and seconding the motion, and handed to the Secretary. The Secretary shall convene a Special Meeting to be held within thirty (30) days from the date of receipt of the notice of motion, and advise all members, in writing, within seven (7) days and allowing members at least fourteen (14) clear days' notice of the Meeting. Proof of posting of the notice to the members last registered address with the Affiliate shall be deemed sufficient proof of the member being notified.

**DOCUMENTS:**

- 68. The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Affiliate.

**PROPERTY:**

- 69. The income and property of the Affiliate 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 Affiliate provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him / her to the Affiliate or otherwise owing by the Affiliate to him / her or of remuneration to any officers or servants of the Affiliate or to any member of the Affiliate or other person in return for any services actually rendered to the Affiliate 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 Affiliate or reasonable and proper rent for premises demised or let to the Affiliate.

**REPORTABLE FINANCIAL YEAR:**

- 70. The Reportable Financial Year of the Affiliate shall commence on the first day of JULY in each year, and terminate on the last day of JUNE in the next year, unless the Affiliate is incorporated within three (3) months before the end date of the Affiliate's financial year aforementioned, the Affiliate's first Reportable Financial Year is the period starting on the date of incorporation and ending on the second end date of incorporation. For the purposes

of clarity the end date of the Affiliate's financial year is the first Reportable Financial Year is on the last day of JUNE the following year after incorporation. Members' fees are payable on or before the day mentioned in Clause 11.

**SHOW SECRETARY AND / OR SHOW MANAGER:**

71. The Members, at a General Meeting (or the Management Committee in lieu thereof) may appoint a Show Secretary, Trial Secretary and / or a Show Manager or Trial Manager, as appropriate. The persons appointed to these positions must be financial members of the CCC (Q) t/as Dogs Queensland.

**PUBLICITY OFFICER:**

72. The members at a General Meeting (or the Management Committee in lieu thereof) may appoint a Publicity Officer whose duties shall be determined by the Management Committee and / or members in General Meeting.

**BANKING ACCOUNT:**

- 73.1 The Management Committee shall cause a banking account to be opened with a recognised bank or building society and be kept in the name of the Affiliate.
- 73.2 Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the Affiliate.
- 73.3 All amounts must be deposited in the Financial Institution account as soon as practicable after receipt.
- 74.1 All moneys payable on behalf of the Affiliate amounting to \$20.00 or more must be paid by cheque or electronic funds transfer.
- 74.2 If a payment of \$20.00 or more is made by cheque, the cheque must be signed by any two (2) of the following:
- (a) the President;
  - (b) the Secretary;
  - (c) the Treasurer; and
  - (d) any one (1) of three (3) other members of the Association who have been authorised by the Management Committee to sign cheques issued by the association.
- 74.3 However, one (1) of the persons who signs the cheque pursuant to clause 74.2 must be the President, the Secretary or the Treasurer.
- 74.4 Cheques, other than cheques for wages, allowances or petty cash recoupment, must be crossed not negotiable.
- 74.5 A petty cash account must be kept on the imprest system, and the Management Committee must decide the amount of petty cash to be kept in the account.
- 74.6 All expenditure must be approved or ratified at a Management Committee meeting.

- 74.7 Where an amount of less than \$100.00 is paid in cash, the Treasurer or the Treasurer's authorised deputy must ensure a receipt is obtained at the time of the transaction.
- 74.8 If a payment of less than \$100.00 is made by cheque, the cheque must be signed by the Treasurer or in the Treasurer's absence the cheque must be signed by an authorised deputy nominated by the Treasurer by written notice of the authority or change to that authority, together with any one of the Office Bearers authorised to sign on behalf of the Affiliate. The Treasurer must first give notice to the Affiliate immediately upon giving authority or any changes to that authority for an authorised deputy to sign cheques on behalf of the Affiliate.

#### **ACCOUNTS / DOCUMENTS:**

75. The Treasurer shall cause to be kept true accounts of all moneys received, of all payments made by or on behalf of the Affiliate, and of all assets and liabilities and the manner in which income and expenditure of the Affiliate has been dealt with, which at all times shall show the true financial position of the Affiliate.
76. The Affiliate's books of accounts, documents, instruments of titles and securities shall be kept at such place of security as the members in General Meeting or Management Committee in lieu thereof shall determine.

#### **AUDIT AND AUDITOR:**

77. (1) This Clause (77) applies only if the association is:
- (a) a Level 1 Incorporated Association (where current assets or total revenue exceeds \$100,000); or
  - (b) a Level 2 Incorporated Association to which Section 59 of the Act applies (where current assets or total revenue is between \$20,000 and \$100,000); or
  - (c) a Level 3 Incorporated Association to which Section 59 of the Act applies (where current assets or total revenue is less than \$20,000).
- (2) For a Level 1 Incorporated Association, the Affiliate must appoint an Auditor or an Accountant for the present financial year.
- (3) For a Level 2 Incorporated Association or a Level 3 Incorporated Association, to which Section 59 of the Act applies, the Affiliate must appoint an Auditor, an Accountant or an approved person for the present financial year.
- (4) The Auditor, Accountant or approved person appointed in accordance with this clause must hold that office until the next Annual General Meeting, unless the Auditor is removed or retires in accordance with the Constitution, in which case another Auditor, Accountant or approved person must be appointed for the remainder of the period.
78. Notice of the nomination of any person other than a retiring Auditor for appointment as Auditor shall be given to the members not less than seven (7) days before the Annual General Meeting at which the appointment of Auditor is to be made.

A person shall not be appointed or act as Auditor of the Affiliate if he is a member or an employee of the Affiliate.



### **PATRON:**

79. The members at the Annual General Meeting may elect, until otherwise determined by them, not more than three (3) persons to be Patrons of the Affiliate. A Patron shall be entitled to attend a General Meeting of the Affiliate and by invitation of the President to address the members thereat, but is not permitted to vote unless a financial or Life Member of the Affiliate.

### **CLUB JOURNAL:**

80. The members in General Meeting by a resolution passed by a simple majority of those voting in person thereat may authorise the publication of Affiliate Journal under such name and subject to such terms and conditions and containing (subject to editorial policy for the time being of the CCC (Q) t/as Dogs Queensland) such subject matters as the members may determine as aforesaid from time to time.
81. The amount applicable to the Affiliate Journal subscription may be included in the annual membership subscription, but shall be set apart and separately accounted for in the annual accounts.

### **ALTERATION OF RULES:**

82. Subject to the provisions of the Associations 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:- Provided that no such amendment, rescission or addition shall be valid unless the same shall have been previously submitted to and approved by the Chief Executive.

### **COMMON SEAL:**

83. The Management Committee shall provide for a Common Seal and for its safe custody. If there is a Common Seal, it 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 by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

### **WINDING-UP OF AFFILIATE (Dissolution):**

84. The Affiliate shall be wound up if:
- (a) The number of its financial members becomes less than ten (10);
  - (b) The objects of the Club can no longer be met; or
  - (c) A three-fourths (3/4) majority of financial members present at a General Meeting convened to consider a resolution to wind-up the Affiliate, vote that it shall be wound up.
85. The Affiliate, on deciding to wind up its affairs, shall cause to be convened a General Meeting of its members. Notice shall be given in the notice convening the meeting stating that the Affiliate proposed to wind up its affairs and cease functioning as an Affiliate.
86. The Affiliate shall give an undertaking that all of its known debts have been paid in full and shall hand over all surplus funds after the payment of such debts to the CCC (Q) t/as Dogs

Queensland.

**PROXIES:**

87.1 An instrument appointing a proxy must be in writing and be in the following or similar form:

[Name of association]: .....  
I, ..... of ..... ,  
being a member of the Association, appoint .....  
of ..... as my proxy to vote for me on my  
behalf at the [Annual] General Meeting of the Association, to be held on  
the ..... day of ..... 20 ..... and at any  
adjournment of the meeting.  
Signed this ..... day of ..... 20 .....  
  
Signature .....

87.2 The instrument appointing a proxy must:

- (a) if the appointer is an individual - be signed by the appointer or the appointer's attorney properly authorised in writing; or
- (b) if the appointer is a corporation - be under seal; or
- (c) be signed by a properly authorised officer or attorney of the corporation.

87.3 A proxy may be a Member of the Association or another person.

87.4 The instrument appointing a proxy is taken to confer authority to demand or join in demanding a secret ballot.

87.5 Each instrument appointing a proxy must be given to the Secretary before the start of the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

87.6 Unless otherwise instructed by the appointer, the proxy may vote as the proxy considers appropriate.

87.7 If a member wants a proxy to vote for or against a resolution, the instrument appointing the proxy must be in the following or similar form:

[Name of Association]: .....  
I, ..... of ..... ,  
being a Member of the Association, appoint .....  
of ..... as my proxy to vote for me on my  
behalf at the [Annual] General Meeting of the Association, to be held on  
the ..... day of ..... 20 ..... and at any  
adjournment of the meeting.  
Signed this ..... day of ..... 20 .....  
  
Signature .....

This form is to be used \*in favour of / \*against [*strike out whichever is not*

wanted] the following resolutions -  
[List relevant resolutions]

**BY-LAWS:**

88. (1) The Management Committee may make, amend or repeal by-laws, not inconsistent with The Constitution, for the internal management of the Affiliate.
- (2) A by-law may be set aside by a vote of members at a general meeting of the Affiliate.

**INSURANCE:**

89. The Management Committee must consider at least annually whether there is a need for Public Liability Insurance for the Affiliate.
90. The Management Committee must ensure that where the Affiliate owns land then Public Liability Insurance cover must be obtained for that land.
91. The Management Committee must report to the Members of the Affiliate whether the need for public liability insurance arises in the next Annual General Meeting after determining that Public Liability Insurance is required.