

“JAYCO OWNERS CLUB S.E.QLD INC”

Constitution

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NAME.

1 The name of the incorporated association is:-

“JAYCO OWNERS CLUB S.E.QLD INC”

OBJECTS

2. The objects for which the association is established are:-

- (a) To assist caravan owners to meet and enjoy the company of other caravan owners.
- (b) To achieve nation-wide recognition for regular caravan users by encouraging the establishment of adequate parking grounds with facilities conducive to comfort and good health.
- (c) To do all such lawful things helpful in attaining the above.

POWERS.

3. The powers of the association are:-

- (a) To take over the funds and other assets of and the liabilities of the present unincorporated association known as the

“ JAYCO OWNERS CLUB S.E.QLD”

- (b) To subscribe to, and become a member of and co-operate with any other association, club or organization whether incorporated or not whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property amongst its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 27 (k);
- (c) In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the benefit of the members of the Association.
- (d) To purchase, take on lease or in exchange, for hire and otherwise acquire any lands, buildings, easements or property, real or personal, and any rights or privileges which may be requisite for any purposes of, or capable of being conveniently used in connection with any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regards 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 exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it

- desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (f) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants workers and persons as may be necessary or convenient for the purposes of the Association;
 - (g) To remunerate any person or body corporate for services rendered, or to be rendered, 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 Association's interests, and to contribute to, subsidize or 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 Association not immediately required in such manner as from time to time be thought fit;
 - (j) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
 - (k) In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for 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 or other advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay off any such securities;
 - (m) To draw, make, accept, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable and transferable instruments;
 - (n) In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
 - (o) To make or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, or any part of the Association's property to whatever kind sold by the Association, or any money due to the Association 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 Associations but subject always to the proviso in sub-rule (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 Association, in the shape of donations, annual subscriptions or otherwise;
- (r) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (s) In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of rule 27(k);
- (t) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorized to amalgamate;
- (u) In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorized to amalgamate;
- (v) To make donations for patriotic, charitable or community purposes;
- (w) To do all such other things that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

CLASSES OF MEMBERS

4. The members of the Association shall be "Ordinary" or "Honorary"
 - (a) Ordinary Members shall consist of the Nominated Owner and spouse/partner/household of a Jayco recreation vehicle owner.
 - (b) A General Meeting may determine a maximum number of Ordinary members of the association
 - (c) If, in the event of ageing or disability any members find themselves no longer able or confident to tow a caravan, they can be given the option to become Honorary members and attend rallies and functions either by :
 - i.- using "on-site" vans.
 - ii. Sharing other member's vans.
 - iii. Using other appropriate type accommodation within the park.

- (d) Any spouse or partner of a deceased Ordinary member shall be eligible to be an Honorary member. There shall be no requirement for Honorary members to own a Jayco recreational vehicle. Honorary members shall have the same rights and privileges as Ordinary members, except they shall have no voting rights and will not be eligible to hold any elected position in the club.

MEMBERSHIP

5.

- (a) All persons who at the date of incorporation of the Association were members of the unincorporated association and who on or before the date of incorporation agrees in writing to become a member of the Association shall be admitted, by the Management Committee, to membership of the Incorporated Association.
- (b) All persons applying to become members of the Association (ordinary or honorary) shall immediately be advised, upon making application for membership, that the association holds public liability insurance through the Combined Caravan Clubs of Queensland Inc. (or with any alternative Insurance company) , and the amount of such public liability insurance.
- (c) All applicants for ordinary membership (other than the members of the unincorporated association referred to in sub-rule (a)) shall be proposed by one member of the Association and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his/her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.
- (d) All applicants for Honorary membership shall be proposed by one member of the Association and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his/her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes. The Management committee then shall have the authority to approve any such person as an Honorary member

MEMBERSHIP FEES

- 6
- The membership fees for all members shall be such sum as the members, from time to time at any Annual or Special General meeting so determine.
- (a) The membership fees shall be payable at such time and in such manner as the Management Committee shall from time to time determine.
 - (b) There shall be no application fee for Honorary members.

ADMISSION AND REJECTION OF MEMBERS

7

- (a) At the next meeting of the Management Committee, after the receipt of any application fee applicable, such application shall be considered by the Management Committee who shall thereupon determine the admission or rejection of the applicant.
- (b) Any applicant for Ordinary membership, must be the owner of a Jayco recreational vehicle, or the spouse/partner/household thereof.
- (c) Upon the acceptance or rejection of an application for Ordinary or Honorary membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

TERMINATION OF MEMBERSHIP

8

- (a) Any member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it will take effect on the later date.
- (b) If a member:-
 - (1) is convicted of an indictable offence; or
 - (2) fails to comply with any of the provisions of these rules, after having been given 14 days notice in writing; or
 - (3) has membership fees in arrears for a period of two (2) months or more; or
 - (4) conducts his/her self in a manner considered by the Management Committee to be injurious or prejudicial to the character or best interests of the Association, or any of its members.

The Management Committee shall consider whether his/her membership shall be terminated.

- (c) The member concerned shall be given a full and fair opportunity to present his/her case to the Management committee, after having been given 14 days notice in writing. If the Management Committee resolves thereafter to terminate his/her membership it shall instruct the Secretary to advise the member in writing accordingly.

APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP.

9

- (a) A person whose application has been rejected or whose membership has been terminated may within one (1) month of receiving notification thereof, may lodge with the Secretary written notice of his/her intention to appeal against the decision of the Management Committee.
- (b) Upon receipt of the notification of intention to appeal against rejection or termination of membership the Secretary shall convene, within three (3) months of the date of receipt by him/her of such a notice, a Special General Meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his/her case and thereafter the Management Committee shall likewise have the opportunity of presenting its case. The appeal shall be determined by a simple majority vote of the members present in person or by proxy at such meeting.
- (c) Where a person, whose application is rejected, does not appeal against the decision of the Management committee within the time prescribed by these rules or so appeals but the appeal is unsuccessful, the Secretary shall cause the Treasurer to forthwith refund the amount of any fee paid.

REGISTER OF MEMBERS

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- (a) The Management Committee shall cause a Register to be kept in which shall be entered the names, residential addresses, and dates of admission, of all persons admitted to membership of the Association.
- (b) Particulars shall be entered into the register of deaths, resignations, terminations and reinstatements of members and any further particulars as the Management Committee, or the Members at any General Meeting may require from time to time.
- (c) The Register shall be open for inspection, at all reasonable times, by any member who previously applies to the Secretary for such inspection and pays the inspection fee set by the Management Committee from time to time.

MEMBERSHIP OF MANAGEMENT COMMITTEE

11

- (a) The Management Committee of the Association shall consist of a President, Vice President, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer, the Editor of the Incorporated Associations newsletter (" JOC's News ") , Rally Co-ordinator - all of whom shall be Ordinary members of the Association. Such number of other Ordinary members as the members of the Association at any General Meeting from time to time may elect or appoint to the management committee.

- (b) All positions on the Management Committee will be for a term of one-(1) year/12 months from the AGM. Management Committee members are to be elected at an Annual General Meeting to be held within three (3) months from March 31st each year. The retiring members will be eligible, upon nomination, for re-election; subject to any restrictions provided for in any By-law enacted by the club.**
- (c) The election of officers and other members of the Management Committee shall take place in the following manner:-**
 - (i) Any two ordinary members of the Association can nominate any other member to serve as an officer or other member of the Management Committee;**
 - (ii) The nomination, which shall be in writing and signed by the member and his/her proposer and seconder, shall be lodged with the Secretary at least 14 days before the Annual General Meeting at which the election is to take place;**
 - (iii) A list of candidates' names, in alphabetical order, with the proposers and seconders names shall be documented in the Association's Newsletter and posted or emailed to each member of the Association so as to be received by the member at least seven clear days prior to the Annual General Meeting;**
 - (iv) Balloting list shall be prepared (if necessary) containing the names of the candidates, in alphabetical order, and each ordinary member present (in person or by proxy) at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies available for positions on the Management committee;**
 - (v) Should, at the commencement of such meetings, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting and elected to any vacant position.**

RESIGNATION OR REMOVAL FROM MANAGEMENT COMMITTEE

12

- (a) Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary, but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice then it shall take effect on the later date.**
- (b) Any member of the Management committee may be removed from office at a Special General Meeting of the Association held in accordance with Rules 20, 21, 22, and 23 hereof, but that member must be given a full and fair opportunity to show cause why he or she should not be removed from office. The question of removal shall be determined by the majority vote of the members present in person or by proxy at such a Special General Meeting.**

VACANCIES ON MANAGEMENT COMMITTEE

13.

- (a) The Management Committee shall have the power at any time to appoint any member of the association to fill any casual vacancy on the Management Committee until the next Annual General Meeting.
- (b) The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a General Meeting of the Association, but for no other purpose.

FUNCTIONS OF THE MANAGEMENT COMMITTEE

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- (a) Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any General Meeting the Management Committee:-
 - (i) shall have the general control and management of the Administration of the affairs, property and funds of the Association;
 - (ii) shall have the absolute authority to interpret the meaning of these Rules and any other matter relating to the Association.
- (b) The Management Committee may exercise all the powers of the Association-
 - (i) To borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;
 - (ii) To borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage and charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off any such securities; and

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

MEETINGS AND POWERS OF THE MANAGEMENT COMMITTEE

15

- (a) The Management Committee shall meet regularly to exercise its functions.
- (b) A meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one third of the members on the Management Committee, which requisition shall clearly state the reasons why such Meeting is being convened and the nature of the business being transacted thereat.
- (c) At every meeting of the Management Committee a simple majority of the number of members elected and/or appointed to the Management Committee as at the commencement of that committee meeting shall constitute a quorum.
- (d) Subject as previously provided in this Rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meeting of the Management Committee shall be decided by a majority of the votes. In the case of equality of votes the question shall be deemed to be in the negative.
- (e) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he/she is personally involved or personally interested, or any matter arising there out, and if he/she does so vote then his/her vote shall not be counted.
- (f) The Secretary shall give prior notice to members of the Management Committee of any forthcoming Management committee meeting. Such notice shall indicate the nature of business to be discussed thereat. Notice in the JOC's newsletter or by email shall constitute sufficient notice.
- (g) The President shall preside as Chairperson at every meeting of the Management Committee. Or if there is no President, or if at any meeting he/she is not present within 15 minutes after the time appointed for holding the meeting the Vice President shall be Chairperson or if the Vice President is not present at the meeting then the members may choose one of their number to be Chairperson at the meeting.
- (h) If within half an hour from the time appointed for the commencement of a Management Committee Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to such other day and such other place as the Management Committee may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

16

- (a) The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.
- (b) A sub-committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within 10 minutes after the time appointed for the meeting, members present may choose one of their number to be Chairperson of the meeting.
- (c) A sub-committee may meet and adjourn, as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of equality of votes the questions shall be deemed to be in the negative.

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All acts done by any meeting of the Management Committee or a sub-committee or by any person acting as a member of the Management Committee, notwithstanding that it is afterwards discovered that there was some minor defect in the procedure, or in the appointment of any such member of the Management Committee or any person acting as a aforesaid, or that the members of the Management Committee or any of them were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

18

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

ANNUAL, GENERAL, AND SPECIAL GENERAL MEETINGS.

19

Annual General Meetings:

- (a) The annual General Meeting shall be held within three months of the close of the financial year.
- (b) Business transacted at every Annual General Meeting shall be:
 - (i) The receiving Management Committee's report and statement of income and expenditure, assets and liabilities and mortgages, charges and securities effecting the property of the Association for the preceding financial year;
 - (ii) The receiving of Auditor's report on the books and accounts for the preceding financial year;

- (iii) The election of the members of the Management Committee.
- (iv) The appointment of an Auditor

20

Special General Meetings;

- (a) The Secretary shall convene a special general meeting when directed to do so by the Management Committee;
- (b) or on the requisition in writing signed by one third of the members presently on the Management Committee or not less than one fifth of the ordinary members. Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business for the meeting to be transacted thereat;
- (c) or on being given notice, in writing, of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person. Provided that notice of any Special General Meeting convened for the purpose of hearing and determining the appeal of a person against rejection or termination of his/her membership by the Management Committee, shall clearly set out the nature of the business to be transacted at such Special General Meeting.

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RULES FOR ALL GENERAL MEETINGS

- (a) At any meeting the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.
- (b) No business shall be contracted at any General Meeting unless a quorum of voting members is present at the time the meeting proceeds to business. For the purpose of this rule "member present" includes any person attending as a/or by proxy, or as representing a corporation, which is a member.
- (c) If within half an hour of the time appointed for the commencement of a General Meeting a quorum is not present, the meeting if convened on the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to such a day and place and at such time as the Management Committee may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall constitute a quorum.
- (d) The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting.

22.

- (a) The Secretary shall convene all General Meetings of the Association by giving not less than fourteen (14) day's notice of any such meeting to the members of the Association. Such notice can be by post, email or publication in the JOC's newsletter distributed by mail or email at least 14 days before such meeting date.
- (b) The Management Committee may determine the manner by which such notice shall be given for any such meeting.
- (c) All club meetings (excluding Management Committee meetings) held at any monthly rally shall constitute a General Meeting of the Association provided that notice of such meeting has been given in the JOC's newsletter and distributed to members not less than 14 days before the start date of the rally. Notice of a forthcoming rally in the JOC's newsletter shall constitute notice of the General Meeting to be held at that rally

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Unless otherwise provided by these rules, at every General Meeting:

- (a) The President shall preside as Chairperson, if there is no President or he/she is not present within fifteen minutes after the time appointed for the meeting, or is unwilling to act, then the Vice President shall be the Chairperson or if the Vice President is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting
- (b) The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner using the book "Guide for Meetings and Organizations" by N.E. Renton as a reference guide.
- (c) Every question, matter or resolution shall be decided by the majority of votes of the voting members present in person or by proxy.
- (d) Every ordinary member present shall be entitled to one vote, excluding the Chairperson. In the case of the equality of votes the Chairperson shall have a casting vote, provided that no member shall be entitled to vote at any General Meeting if his/her annual subscription is more than one month in arrears at the date of the meeting.
- (e) Voting shall be by a show of hands or a division of members, unless otherwise provided herein, or not less than one fifth of the voting members present demand a ballot, in which event there shall be a secret ballot. The Chairperson shall appoint two members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.

- (f) An Ordinary member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorised representative, shall have one vote;
- (g) The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer or if his attorney duly authorized in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy may, but need not be, a member of the Association. The instrument appointing a proxy shall be deemed to confer the authority to demand or to join a demand for a secret ballot.
- (h) Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing of a proxy shall be in the following form or a form as near thereto as circumstances permit.

Jayco Owners Club S.E.Qld (Inc)

I, _____ of _____, being a member of the abovenamed Association, HEREBY APPOINT (Name) or failing him/her _____, as my proxy to vote for me on my behalf at the Annual/Special/General Meeting of the Association, to be held on the _____ day of _____, 20--, and at any adjournment thereof.

Signed this _____ day of _____, 20--

Signature

This form is to be used in favor or/against the resolution or otherwise the instructed proxy may vote, as he/she thinks fit.

Strike out whichever is not applicable.

- (i) The instrument appointing a proxy must be deposited with the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposed to vote,
- (j) The secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings to every Management Committee meeting and General Meeting, to be entered in a book (electronic or otherwise) to be opened for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection. For the purpose of ensuring accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed or approved by the Chairperson of that meeting or the Chairperson of the next succeeding Management Committee Meeting verifying the accuracy. Similarly the minutes

of every General Meeting shall be signed or approved by the Chairperson of that meeting or the Chairperson of the next succeeding General Meeting: approval of all such minutes may be by actual signature or by electronic means, such as email.

Provided that the minutes of any Annual General Meeting shall be signed or approved by the Chairperson of that meeting, or the Chairperson of the next succeeding General Meeting or Annual General Meeting.

BY LAWS

- 24 The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a special resolution comprising a two thirds majority vote of Ordinary members present in person or by proxy at Special or Annual General Meeting of the members.

ALTERATION OF RULES

- 25
- (a) Subject to the "Association incorporation Act 1981", these rules may be amended, repealed or added to by special resolution carried at a Special or Annual General Meeting.
 - (b) However an amendment, repeal or addition is valid only if it is registered by the chief executive.

COMMON SEAL

- 26 The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall be used only 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 counter signed by the Secretary or a second member of the Management Committee or by some person appointed by the Management Committee for the purpose.

FUNDS AND ACCOUNTS

- 27
- (a) The funds of the Association shall be banked in the name of the Association in such banks as the Management Committee may from time to time direct.
 - (b) Proper books of accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of a like nature.
 - (c) All monies shall be banked as soon as practical after the receipt thereof.

- (d) All amounts of One Hundred dollars or over, shall be paid by cheque, signed by any two of the President, Secretary, Treasurer or other member authorized from time to time by the Management Committee, to be signatories on the association's bank accounts.
- (e) Cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances or petty cash recoument which may be open.
- (f) The Management Committee shall determine the amount of petty cash, which shall be kept, on the imprest system.
- (g) All expenditure shall be approved or ratified at a Management Committee Meeting.
- (h) Payments may be made by internet banking, so long as they are authorized by any two of the committee members referred to in clause (d) above.
- (i) As soon as practicable after the end of the financial year the Treasurer shall cause to be prepared a statement containing particulars of:
 - (1) The income and expenditure for the financial year just ended; and
 - (ii) The assets and liabilities and of all mortgages, charges and securities effecting the property of the Association
- (j) All such statements shall be examined by the Auditor who shall present his/her report upon such audit to the Treasurer prior to the holding of the Annual General Meeting following the financial year in respect of which audit was made.
- (k) The income and property of the Association, whence so ever derived, shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein. No portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to or amongst the members of the Association; provided that nothing herein contained shall prevent the payment in good faith of interest of any such member in respect of monies advanced by him/her to the Association or otherwise owing by the Association to him/her, or of remuneration to any officer or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association. Provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper rent for premises demised or lent to the Association.

DOCUMENTS

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

FINANCIAL YEAR

29 The financial year of the Association shall close on the 31 March in each year.

DISTRIBUTION OF SURPLUS ASSETS.

30 If the Association shall be wound up in accordance with the provision of the "Associations Incorporation Act, 1981", there remains, after satisfaction of all its debts, and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to those of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as is imposed on the Association under or by virtue of rule 27(k). Such institutions or institution to be determined by the members of the Association in General Meeting.

INDEMNITY

31. (a) No officer or member of the Management Committee, or any member of the Association shall be liable for the acts, debts or defaults of the Association, of any other officer or member of the Association, or any loss occasioned by any such act or default, unless such loss is occasioned by their own willful default.
- (b) The officers, Management Committee and all of its members shall be indemnified by the Association for all liabilities losses and costs incurred by them in the proper performance of their functions and duties except where any such liabilities costs or losses arise out of:
- i) the failure to act in good faith and without good and proper purpose,
- and
- ii) a willful act outside their powers and not being in the best interests of the Association.