GOLDEN RETRIEVER CLUB OF QUEENSLAND INC

CONSTITUTION

July 1995

OFFICE OF CONSUMER AFFAIRS QUEENSLAND

1333588

Address:
State Law Building
Cnr Ann & George Street
Brisbane Qld 4000
Postal:
GPO Box 3111
Brisbane Qld 4001

Form 8
QUEENSLAND
ASSOCIATIONS INCORPORATION ACT 1981

Section 48

Q01909472

APPLICATION TO REGISTER AN AMENDMENT OF RULES

FEE: $ 11-20

IA No. 17111

THE GOLDEN RETRIEVER CLUB OF QUEENSLAND (INC)
(name of incorporated association)

1. Application is hereby made pursuant to section 48 of the *Associations Incorporation Act 1981* to register an amendment of the rules of the abovenamed association. At a general meeting of the members of the said association duly convened and held at

C.C.C. DOG SHOWGROUNDS ICING AVE DURACK *(place)* on 2ND JUNE 1998 *(date)* a special resolution

was passed # effecting a change to rule(s) number(s) FINANCIAL YEAR RULE 64.

RECEIVED
7 JUL 1998
OFFICE OF CONSUMER AFFAIRS

2. The following accompany this application:

   (a) A copy of the amendment or the complete rules with the amendment clearly shown;* and

   (b) A statutory declaration by the association's secretary stating the amendment complies with the *Associations Incorporation Act 1981*.

Dated at 222-230 WATTLE RD ACACIA RIDGE the 23RD day of JUNE 19 1998

THIS FORM MUST BE LODGED WITHIN ONE (1) MONTH AFTER THE PASSING OF THE SPECIAL RESOLUTION(S) AT A GENERAL MEETING OF THE ASSOCIATION.

Associations Incorporation Act 1981
Registered on
13 JUL 1998
Delegate of the Director General

D McCutcheon
(Secretary)

07 55 463940
(daytime contact no.)

Notes for associations with the model rules:

If the association has as its rules the model rules, any amendments other than amendments to rules 2, 4 or 30, or amendments updating the rules to include statutory changes to the model rules, would, subject to approval, result in the association no longer having the model rules but its own rules.

Notes for completion:

\# For the purposes of this Act, a special resolution means a resolution passed at a general meeting of the association by the votes of 3/4 of the members who are present and entitled to vote on the resolution. Written notice of a proposed special resolution, and of the time and place of the general meeting at which it is proposed to move the resolution, must be given personally or by post, as required under the association's rules, before the general meeting to each member of the association who has a right to vote on the resolution.

* For minor amendments the reverse side of this form may be used.

QUEENSLAND GOVERNMENT

V2

General Meeting Held at CCC Complex King Avenue Durack
On the 2nd June 1998.

Apologies Recieved and Accepted.

New Members. Mr & Mrs Colwill 106 Basnett St West Chermside.Qld 4032.
C Colwill 196 Basnett St West Chermside. Qld 4032.
Mr & Mrs M Parkinson Scarness Caravan Park. Hervey Bay.
Moved by C Clubb sec J Stephens that these Applications for Membership be Accepted. **Carried.**

Council Notes Read.

Minutes. Moved by Y Dunn sec by S Graham that the Minutes of the General Meeting held on the 7th April 1998. be accepted as a true and accurate record. **Carried.**

Correspondence. Moved by C Clubb sec by B Eastwell that the Inward Corresponence be Recieved and the Outward Correspondence be Endorced. **Carried.**

Treasurers Report. Moved by B Eastwell sec by S Graham that the Treasurers Report be Recieved and Accounts for Payment be Endorced. **Carried.**

Show Business. Moved by C Clubb sec by M McKittrick that we send the Border Obedience Club a donation of Ten Dollars for highest scoring Golden at their Obedience Trial. **Carried.**

Letter to be sent to the Hound Club re Catering for the 12th July 1998.

General Business. re Letter from Mrs R Ramsay re Plaques. Moved by M McKittrick sec by J Stephens that the club give permission to Mrs R Ramsay to purchase the plaques in question. **Carried.**

Moved by B Eastwell sec by C Clubb that the date of the financial year be changed from the 30th August to the 31st August on the Incorporation Papers as a mistake has been made on the date giving to the Consumers Affairs Department regarding the end of the financialyear of the Club. **Carried.**

Donations for Championship Show.
R Chaplin $20-00. S&K Garner $20-00 S Sullivan $50-00.
Mr & Mrs Dodds $40-00. M Kirton $10-00.

Letter of thanks to be sent to Dr Bruce Mackay re Heart Seminer.

No Further Bussiness Meeting Closed 10-15pm.

Registered on
16 AUG 1996
Delegate of the Director General

CONSTITUTION OF INCORPORATED AFFILIATES

1. There is hereby constituted a Canine Affiliate with a Constitution and membership as herein provided which is i) herein called "the Affiliate".

2. The name of this Affiliate shall be THE GOLDEN RETRIEVER CLUB OF QUEENSLAND INC

DEFINITIONS:

3. "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.

"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.

"Dual Member" means one of any two members of the one family resident at the same address or one of any two of the persons who are partners in the conduct of a kennel having a kennel prefix in their joint names registered with the Control who has been admitted with the other of such persons as a Dual Member of the Affiliate.

"Exhibition" includes a Canine Championship Show, Canine Exhibition, Canine Open Show, Canine Competition of Display, Gundog Trials, Agility Trials, Tracking Trials, Non Slip Retrieving Trials, Contest, Matches or similar events.

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

"Financial Year" means the financial year of the Affiliate as defined by Clause 64.

"Honorary Member" means a person who, upon the recommendations of the Management Committee or upon a written nomination signed by not less than five members is elected by a resolution passed in General Meeting by a majority of not less than three-fourths 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 the Canine Fancy 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 under the age of sixteen years 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.

"C.C.C." means the Canine Control Council (Queensland).

"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 years. The Management Committee may nominate a member for Life Membership to the Annual General Meetings. To be successful the nominee must obtain at least a three-fourths majority vote of members present, Only one Life Membership may be granted in any one year. 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 months terminating at midnight on the 30th day of August 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 membership continues.

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

"Registered" means breeds and breed varieties of dogs for which a separate register is kept by the Canine Control Council (Queensland).

"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.

"Writing" includes printing and roneo and any other like recognised means of communication or of reproducing words in visible form.

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 Canine Control Council (Queensland).

Words importing the male gender shall, where the context reasonably permits, include the female and neuter gender and the singular number and shall include the plural number.

OBJECTS:

4.A The objects of the Affiliate are:-

(a) to affiliate with the Canine Control Council (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 dogs at exhibitions;

(f) to collect, verify and publish information relating to dogs and the breeding and exhibition of dogs;

(g) to educate and encourage members, breeders and judges to abide by the requirements and standards approved by the Canine Control Council (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 Clubs and bodies having similar aims;

(m) to promote and assist worthy causes, as agreed at a General Meeting of the members of the Affiliate;

(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 conductive to carrying out the objects of the Affiliate.

POWERS

4.B The powers of the Affiliate are:-

(l) To take over the funds and other assets and the liabilities of the present unincorporated association known as the " THE GOLDEN RETRIEVER CLUB OF QUEENSLAND ".

(2) To subscribe to, become a member of and co-operate 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 Rule 63;

(3) 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;

(4) 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;

(5) 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;

(6) 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;

(7) 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;

(8) 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;

(9) 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;

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

(11) 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;

(12) 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 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;

(13) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(14) 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;

(15) 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;

(16) 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 provision sub-rule (4);

(17) 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;

(18) To print and publish any newspapers, periodicals, books or leaflets that the Affiliate may think desirable for the promotion of it's objects;

(19) In furtherance of the objects of the Affiliate to amalgamate with any one or more incorporated association 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 rule 63;

(20) 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 or more of the incorporated association with which the Affiliate is authorised to amalgamate;

(21) 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;

(22) To make donations for patriotic, charitable or community purposes;

(23) 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;

(24) To do all such other things as are incidental or conductive to the attainment of the objects and the exercise of the powers of the Affiliate.

AFFILIATION WITH THE CANINE CONTROL COUNCIL (QUEENSLAND):

5. (a) The Affiliate (or club) shall apply to become affiliated with the C.C.C. and if affiliated shall be eligible to apply for permission to conclude authorised exhibitions.

(b) So long as the Affiliate is and Affiliate of the C.C.C., every Member whether a member of the C.C.C. or not:, shall be deemed to have agreed with the C.C.C., to be bound by the Rules and Regulations of the C.C.C. for the time being in force, so far as the same shall relate to him.

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) Life Member;

(d) Honorary Member;

(e) Junior 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 C.C.C. and the Constitution of the Affiliate for the time being in force.

ROLL OF MEMBERS:

8. (a) A roll of members shall be kept by the Affiliate and shall contain the name and address and the date of admission to and the category of membership of each Member.

(b) The roll of members shall be kept at the office of the Affiliate and shall be made available by the Secretary for inspection by a member at all reasonable times.

APPLICATION FOR MEMBERSHIP:

9. (a) Every person who at the date of incorporation of the Association was a member of the unincorporated association and who on or before the day of incorporation agrees in writing to become a member of the Affiliate shall be admitted by the Management Committee to the same class of membership of the Association as that member held in the unincorporated association, and shall not be required to pay any further subscription until the next due date for payment of that subscription.

(b) Every applicant for any class of membership of the Affiliate (other than the members of the unincorporated association referred to in sub-rule (a) 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 is 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. (a) The Secretary shall submit such application to the next General Meeting of the Affiliate where the matter of admission of rejection of the application shall be decided by majority vote.

(b) No appeal shall lie against any rejection of membership.

11. A member may within twenty-eight days after the end of the Club's financial year, 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.

TERMINATION OF PERIOD OF MEMBERSHIP:

12. 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 shall be re-admitted pursuant to Clause 11 as a member of the Affiliate for a further period of membership;

(b) if he resigns by notice in writing addressed to the Secretary;

(c) if he shall die;

(d) if his annual subscription for the forthcoming financial year has not been paid in accordance with Clause 11;

(e) if pursuant to the Constitution he shall be expelled from the Affiliate;

(f) if he is disqualified or suspended by the C.C.C. 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 or she shall not be entitled to return of his or her membership fee or any part thereof, or any portion of the assets of the Affiliate.

ANNUAL SUBSCRIPTION AND JOINING FEE:

13. 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.

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 Clause 61(b) and 61(c);

(c) to submit himself as a candidate for any Office of the Affiliate subject to the conditions of Clause 61(b) and 61(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 C.C.C., and will uphold the honour of and use his 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 part or of his agent or servant in and about his conduct at any exhibition or show or in respect of any matter dealt with or regulated by the Constitution of the Affiliate or rules and regulations of the C.C.C.

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 so, he 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 18(a), the Management Committee may in its absolute discretion proceed to enquire 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 wilfully infringed any of the rules or regulations of the C.C.C. 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 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 should not be expelled from the Affiliate or have his membership suspended.

20. If such member does not, within a period of fourteen days of the date of the aforesaid notice, either resign his membership or offer an explanation of the circumstances, either in person or in writing as he 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 explanation of the circumstances and to call witnesses on his 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 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 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 Canine Control Council (Queensland) upon such conditions as that Committee may from time to time prescribe. In such event the decision of the Committee of the Canine Control Council (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) The Vice-Presidents;

(c) The Treasurer;

(d) The Secretary;

(e) and such other officers as required

DUTIES OF SECRETARY:

24. The secretary shall cause full and accurate minutes of all questions, matters, resolutitions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general Meeting: Provided that the minutes of any annual general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding 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 roll of members;

(b) Minutes of all proceedings of Meetings of the Committee and of the Club;

(c) All necessary records of the affairs of the Affiliate; and

(d) a complete record of awards made at all exhibitions and shows conducted by the Affiliate, where necessary;

(e) and shall forward to the Canine Control Council (Queensland) within one month of the Annual General Meeting an audited Statement of Receipts and Expenditure and Balance Sheet of the Affiliate. The form of such reports is to be as shown at Annex 'A' to this document.

DUTIES OF TREASURER:

25. The Treasurer shall:

(a) receive all monies Paid to the Affiliate and cause the same to be paid into the baking account of the Affiliate kept for such purpose within fourteen days of the receipt thereof;

(b) keep all necessary books of account and financial statements as shall be required by the Auditors and the Canine Control Council (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 and bank pass book 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. There shall be a Management Committee consisting of the office bearers and not less than four nor more than six members all of whom shall be elected at the Annual Meeting or as provided in the Constitution.

27. The Management Committee shall manage and have the entire control of the affairs of the Affiliate subject to and in accordance with the provisions of the Constitution and any resolutions passed at a provisions of the Constitution and any resolutions passed at a General Meeting of members.

28. Not withstanding the foregoing, the members in General Meeting by resolution passed by a majority of members voting in person thereat 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 voting in person thereat 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 once in every two calendar months.

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

31. At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last general meeting of the members, shall constitute a quorum.

32. The Secretary shall call a meeting of the Management Committee whenever requested so to do by the President or by three members of the Management Committee.

33. The President, or in his absence or if he shall be unwilling to act, a Vice-President present, or if present he shall be unwilling to act, then a member of the Management Committee elected by the members thereof present in person shall be the Chairman 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 tha Affiliate in which he is interested or in respect of any matter arising thereout and if he does so vote, his 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 number of the Management Committee or of a Sub-Committee not withstanding 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 disqualified 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 or more members of the Management Committee.

37. A member of the Management Committee absenting himself from three 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 shall ipso facto also cease to hold his office.

38. 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 appointment is confirmed by the members at the next General Meeting or the vacancy is otherwise filled by the members at a General Meeting.

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 days before the date of the Annual General Meeting, and shall be signed by at least one 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 C.C.C. and complies with the conditions of Clause 61 (b) and 61 (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 days prior to the holding of the Annual General Meeting.

42. If there be not a nomination for the office of President or Vice-President, or if a member nominated for such office declares at the Annual General Meeting verbally or in writing that he 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 Chairman 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,

(b) For the purposes of the ballot, a Returning Officer may be appointed at the General Meeting of members immediately preceding the Annual General Meeting or at the first business of the Annual General Meeting. If not so appointed, not less than two 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 vent 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 of such candidates to fill the vacancy for which he 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.

SUB-COMMITTEES:

45. (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 C.C.C. rule 100 and the members thereof shall hold office during 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 Chairman thereof provided that if a Chairman 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 Chairman.

(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:

46. 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 Chairman, shall be decided by the majority of votes cast at such meeting and in the case of equality of votes, the Chairman shall have a casting vote.

GENERAL MEETING OF MEMBERS:

47. The Annual General meeting of members of the Affiliate shall be held within three months of the end of the financial year.

The business to be transacted at the Annual General Meeting shall be:

(a) appoint 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;

(f) to receive the Annual report and transact any other business required by the constitution to be transacted;

(g) To transact any other business written notice of which shall have been given to the members at least seven days prior to the date of such meeting;

(h) 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.

48. 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 or if not so determined as shall be convened pursuant to the Constitution.

49. 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 Chairman answers to questions from members and, where appropriate, to deal with the subject matter thereof;

(m) to deal with such other business as the Chairman or the majority of members present may allow.

50. 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 ten members.

51. The business to be transacted at a Special General Meeting shall be set out in the notice convening the same, and no other business shall be transacted thereat or at any adjournment thereof.

52. At any general meeting the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.

53. The President or in his absence or if he shall be unwilling to act, the Vice-President, or of there shall not be a Vice-President present or if present he shall be unwilling to act, then a member elected by the members present in person shall be the Chairman of such a meeting.

NOTICE OF GENERAL MEETINGS:

54. 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 56. The signature to any such notice may be written, stamped, impressed, typed or printed.

55. At least seven days prior notice shall be given in respect of each such meeting.

56. 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 days prior to the date of the meeting or if it is served upon him personally or if it is sent through the post–addressed to such member at the address furnished by him to the Secretary or at his 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.

57. 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.

58. A notice sent by post shall be deemed to have been served on the day following that on which it is posted.

ADJOURNMENT OF MEETING:

59. If at a General Meeting or at a Management Committee or Sub–Committee Meeting a quorum shall not be present after the lapse of thirty minutes from the appointed time thereof, the meeting shall thereupon lapse.

60. 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 time, one month.

VOTING OF MEMBERS:

61. (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 two members, by an actual division or by ballot and the Chairman shall have an ordinary and in the case of equality 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 months of the 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 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 CHAIRMAN'S PROCEDURE RULING – ACTIONS – ETC.

In the event that a dissension vote be carried by a 60% majority at any meeting of the Affiliate, the Chairman 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 Chairman 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 Chairman to preside during the time that this matter only is discussed and determined, whereupon the Chairman shall resume the chair.

(f) CENSURE OF (1) PRESIDENT'S and/or CHAIRMANS ACTION – RULING PROCEDURE, ETC.

CENSURE OF (2) OFFICE-BEARER(S) and/or COMMITTEE 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 60% 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:

(1) Against any office bearer or office bearers.

(2) Any Management Committee member.

(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 60% 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 as an office bearer(s) or Management Committee member and any such person(s) shall not be allowed to accept nomination for the Managment Committee or as office bearer or for any Sub-Committee for a period of twelve 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) 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 days from the date of receipt of the notice of motion, and advise all members in writing within seven days allowing members at least fourteen 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:

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

PROPERTY:

63. 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 to the Affiliate or otherwise owing by the Affiliate to him 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.

FINANCIAL YEAR:

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64. The financial year of the Affiliate shall commence on the first day of SEPT in each year, and terminate on the 31st Day of AUGUST the same year. Members fees to be payable on or before the day mentioned in clause 11.

SHOW SECRETARY AND/OR SHOW MANAGER:

65. The Members, at a General Meeting (or the Committee in lieu thereof) may appoint a Show Secretary, Trial Secretary and/or a Show Manager or Trial Manager, as appropriate.

PUBLICITY OFFICER:

66. The members 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:

67. The Management Committee shall cause a banking account to be opened with a recognised bank and be kept in the name of the Affiliate.

68. All cheques payable to the Affiliate shall be deposited to the credit of the Club's banking account.

All monies payable on behalf of the Affiliate amounting to $20.00 or upwards, with the exception of prize money, shall be paid by cheque drawn upon the Club's bankers which shall be signed by the Treasurer or in his absence his authorised deputy and any one of the office bearers authorised to sign on behalf of the Affiliate. Notice of every such authority or change thereof shall be given to the Club's bankers forthwith whenever the need shall arise. Where an amount less than $20.00 is paid in cash, the Treasurer, or his authorised deputy, shall ensure a receipt is obtained at the time of the transaction.

ACCOUNTS:

69. The Treasurer shall cause to be kept true accounts of all monies received, of all payments made by or on behalf of the Affiliate, and of all assets and liabilities, 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.

70. The Club's books of account shall be kept at such place of security as the members in General Meeting, or the management Committee in lieu thereof, shall determine.

AUDIT AND AUDITOR:

71. The members at the Annual General meeting shall appoint each year a qualified auditor to be the auditor of the Affiliate and a person so appointed shall hold that office until the next Annual General Meeting. A casual vacancy occurring in the position or Auditor shall be filled by the Management Committee.

72. 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 days before the Annual General Meeting at which the appointment of Auditor is to be made.

73. 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:

74. The members at the Annual General Meeting may elect until otherwise determined by them not more than three persons to be Patrons of the Affiliate. A Patron shall be entitled to attend a General Meeting of the Affiliate an by invitation of the President to address the members thereat, but is not permitted to vote.

CLUB JOURNAL:

75. 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 Canine Control Council (Queensland) such subject matters as that members may determine as aforesaid from time to time.

76. 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

77. 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 Director General, Department of Consumer Affairs, Brisbane.

COMMON SEAL

78. The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

WINDING-UP OF CLUB

79. The Affiliate shall be wound up if:

(a) A three-fourths 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:

(b) 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 a Affiliate;

(c) If the Association shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same 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 the objects 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 is imposed on the Association under or by virtue of Rule 63, such institution or institutions to be determined by the members of the Association.