

**The Sporting Shooters' Association of Australia (ACT) Inc.**

# **CONSTITUTION**

## Contents

	<b>Clause No</b>
Name of Association	1
Aims and Objectives	2
Officers	3
Duties	4
Meetings	5
Election of Officers	6
Public Officer	7
Powers	8
Voting	9
Proxy Voting	10
Recision of Resolution	11
Fees and Monies	12
Seal	13
Membership	14
Badges	15
Rules and By-laws	16
Range Fees	20
<u>Disciplining of Members</u>	<u>21</u>
<u>Right of Appeal</u>	<u>22</u>
<u>Dispute Resolution</u>	<u>23</u>
<u>Mediation of a Dispute</u>	<u>24</u>
Custody of books	<del>25</del>
Inspection of books	<del>26</del>
Service of notice	—
<u>27</u>	



1. The name of the Association shall be “The Sporting Shooters’ Association of Australia (Australian Capital Territory) Incorporated”.
  
2. The aims and objects of the Association shall be:-
  - (a) To promote and improve the role of the sporting shooter and hunter in Australia.
  - (b) To help in the education of young people in the skills of hunting and shooting and the proper and safe handling of firearms.
  - (c) To provide help and direction for all eligible persons interested in the recreations of hunting and shooting.
  - (d) To relate the laws to hunters and shooters.
  - (e) To encourage all hunters and shooters to abide by a strict code of ethics.
  - (f) To work for a better understanding between the landholder and Association member.
  - (g) To promulgate, in the interests of safety, knowledge and information on firearms and ammunition.
  - (h) To advocate game conservation and the legal recognition of game animals.
  - (i) To make assistance available to any proper authority for the control of pest animals.
  - (j) To do all such other things as are conducive or incidental to the attainment of the above aims and objects.

3. **Officers:**

- (a) The Association may elect one or more patrons.
- (b) The Executive Committee shall consist of one President, one Vice President, one Deputy Vice President, one Secretary and one Treasurer.
- (c) The Council, subject to Clause 8 (a), shall control and manage the affairs of the Association and shall consist of the Executive Committee and one delegate from each Club or Section that has been duly constituted by a General or Annual General Meeting and any other officer who fills a specific position created by a General or Annual General Meeting plus the Chairmen of all other Committees, appointed by a General Meeting of the Council who may speak and vote but only on the subject of their respective Committees.
- (d) A person is not eligible to simultaneously hold more than one position on the Council unless expressly approved by members at a general meeting or by Council.

4. **Duties:**

The duties of the Officers of the Association shall be those generally accepted for the respective office or as directed by the General Meeting or a Council Meeting.

5. **Meetings:**

(a) ANNUAL GENERAL MEETING AND GENERAL MEETINGS

The Annual General Meeting and General Meetings of the members of the Association shall take place at regular dates and times and places to be fixed by a Council Meeting. At least one month's notice of motion having been given at a General Meeting is required to alter the dates, times and places.

(b) SPECIAL MEETINGS of the Association shall be restricted to the business notified and, having given at least ten days notice to all Members, may be summoned:-

- (i) By resolution passed at a General Meeting.
- (ii) By order of the Council.
- (iii) On a requisition signed by not less than ten members, delivered to the Secretary and stating the business to be considered and be held not later than twenty-one (21) days after same requisition has been received.

- (c) COUNCIL MEETINGS of the Association shall be called from time to time or regularly by the Council with at least seven days notice given to members affected.
- (d) SPECIAL MEETINGS of the Council shall be restricted to the business notified and may be summoned:-
  - (i) By the President on giving two days notice.
  - (ii) On the requisition of at least five members of the Council, by the Secretary on giving seven days notice to each member of the Council. The object for which such a meeting is called shall be stated in the requisition and in the notice to members.
- (e) QUORUM. The following numbers of members eligible to vote shall constitute a quorum at the following respective meetings:-
  - (i) **Annual General Meeting.** 50% of local membership or 15, whichever is the lesser.
  - (ii) **General Meeting.** 50% of local membership or 12, whichever is the lesser.
  - (iii) **Special General Meeting.** 10, and including 2 non-Council members.
  - (iv) **Council.** 5, all being elected Council members, including at least one member of the Executive Committee.
  - (v) **Committee.** 50% of composition.

6. **Election of Officers:**

- (a) The election of the Executive Committee shall take place at the Annual General Meeting and Clubs and Sections shall present their delegates to the Annual General Meeting and the term of office shall be for one year except when the date of the Annual General Meeting is put back under Clause 5 but shall not exceed fifteen months duration.
- (b) All financial Ordinary and Family Members, who have attained the age of 18 years old, of the Association shall be eligible for election to the Executive Committee and Council provided that no more than two members of the arms and ammunition trade be eligible for such office at the same time.
- (c) Should the requirements of Clause 6 (b) be found at any time to be violated, the individual officers concerned may immediately resign to affect a remedy or, if this does not occur, the whole Executive Committee and Council shall resign at the next General Meeting when an election for a regular Executive Committee and Council shall take place. Notice must be given to all members of the impending election.

- (d) Nominations for office must be in the hands of the Secretary not later than the commencement of the Annual General Meeting and must be signed by two Ordinary or Life Members and the acceptance of nominations signed by the nominee. If no nominations are received by the time of commencement of the meeting they may be called for by the Chairman during the meeting.
- (e) All contested Offices shall be decided by secret ballot on a form provided by the Secretary on the basis of an absolute majority (i.e. more than 50%) of members eligible to vote, present and voting.
- (f) The members of the Executive Committee and Council shall be eligible for re-election.
- (g) The incoming officers shall take their places of office and take over from the retiring officers immediately upon the declaration of the result of the elections which must be made during the meeting.
- (h) At a meeting of the Council held not more than four weeks after the Annual General Meeting, the Council shall proceed to elect from among its members the National Delegates.
- (i) Resignations from the Executive Committee or Council shall be made in writing and tabled at the next General Meeting after the date of receipt of such resignation. Vacancies shall be filled at the General Meeting following the acceptance of such resignations. Nominations as in Clause 6 (d) shall be in the hands of the Secretary not later than the commencement of the meeting at which the election is to take place. If no nominations are received by the time of the commencement of the meeting, they may be called by the Chairman during the meeting.
- (j) A Motion of No Confidence in one officer, a part or the whole of the Council, presented after one month's notice and notified in the magazine or post to each member, that receives a two thirds majority of the votes of members present and voting, shall cause the persons so affected to resign immediately and an election, conducted by the Secretary – even though retiring – shall be conducted immediately to replace those officers.
- (k) Any member of the Council who is absent without leave granted by the Council from three consecutive meetings of the Council may be subject to a motion of no confidence as laid down in Clause 6 (j). Acceptance of apology shall be deemed a grant of such a leave. Apologies must be made to the Secretary prior to the commencement of the meeting.

**7. Public Officer:**

Council shall appoint a Public Officer in pursuance of paragraph 57 of the Associations Incorporation Act 1991.

8. **Powers:**

The powers of Committee and Meetings are in ascendance in the following order:-

- (a) Committee, Clubs and Sections, Executive Committee, Council, General Meeting and Annual General Meeting. Decisions of one body may be overruled by a superior body, but until so done, shall stand to affect management within the sphere of allotted influence.
- (b) No person, officer or other, is to have discretionary powers unless these are delegated by motion of a Committee, this being subject to appeal and rejection by a superior Committee or General Meeting with the exception that the Chairman shall have unlimited authority on every question of order, and shall be the sole interpreter of the rules of the Association on questions of order for the purpose of the meeting. An appeal from this ruling shall take preference over all other business. In case of doubt or difficulties the usual mode of Parliamentary Procedure will be adopted.
- (c) No part or whole of the S.S.A.A. shall have authority to contract with anybody so that the Association would be liable to policy direction because of it. No franchise or concession shall be granted unless notified to all interested parties who may then tender. All tenders shall be submitted to a Council Meeting for acceptance or rejection, the highest nor any tender need not necessarily be accepted.

9. **Voting:**

- (a) Except where otherwise provided in this Constitution all motions submitted to any Meeting of or within this Association shall be decided by a simple majority vote of all eligible members present and voting, the Chairman not voting except to lodge a casting vote in the case of a tie.
- (b) To be eligible to vote at General Meetings and Annual General Meetings a member must be a financial Ordinary or Life or Family Member, or a Junior Member who has attained the age of eighteen years during his present financial year.

10. **Proxy Voting:**

Proxy voting is not permitted at any meeting of the Association.



11. **Rescission of Resolution:**

- (a) No meeting of or within the Association may rescind or alter a resolution within the period of the passing thereof except by a two thirds majority of members present and voting. If such period is not defined at the time of passing, it shall be two months.
- (b) Notwithstanding Clause 11 (a) a motion of a lesser Committee or Meeting can be altered or rescinded by a superior Committee or Meeting, at any time, given notice for attendance by the relative Committee chairman to hear his views.

12. **Fees and Monies:**

- (a) The funds of the Association shall be derived from range fees, membership fees and such other sources as the Council determines from time to time.
- (b) Range fees, range pass fees and honorariums shall be set by majority vote at the Annual General Meeting.
- (c) All monies received on behalf of the Association shall be remitted to the Association via the Treasurer. All monies received on behalf of a Discipline/Club/Section shall be remitted to that discipline, club or section via their Treasurer.
- (d) Disbursements are to be made by any means available to the Association in accordance with the Association's Financial Management Policy and the Debit Card Policy.
- (e) Subject to any resolution passed at a General Meeting, the Association's funds shall be used to support the Aims and Objectives of the Association.
- (f) The payment of fees does not entitle a Member to any direct claim or ownership of the Association's assets. No profits from the activities will revert to Members. This does not prevent Members being paid for work or services supplied and approved by the Association through a tender process or other decision of the Council.
- (g) Any Member who stands to financially benefit, either directly or indirectly, from the provision of work for the Association, must remove themselves from any Council decision making process that relates to that work.
- ~~(a) The funds of the Association shall be derived from entrance fees, annual membership fees and such other sources as the Council determines. The annual membership fees of the Association shall be payable on joining and at twelve month intervals thereafter.~~
- ~~(b) The annual membership fees, the entrance fees and the capitation fees shall be set by Council.~~

~~(c) All monies received on behalf of the Association shall be paid to the Association Treasurer. All monies received on behalf of a Club or Section shall be paid to the respective Treasurer. All disbursements are to be made by cheque except petty cash as approved by Council.~~

~~(d) Subject to any resolution passed by the Association in general meeting, the funds of the Association shall be used in pursuance of the objects of the Association in such a manner as the Council determines. The Council may authorise the payment of accounts provided that no more than one half of the liquid reserve fund shall be expended or committed in any two month period without approval by resolution of a General Meeting. All payments approved shall be notified to the next General Meeting.~~

~~(e) The bankers of the Association shall be decided upon by resolution of the Council subject to Clause 8 of this Constitution.~~

~~(f) The signing officer on the bank account shall be the Treasurer countersigned by either the President or the Secretary.~~

~~(g)(h)~~ The members at the Annual General Meeting may appoint an auditor, or may authorise Council to appoint an auditor, to audit the Association's accounts for the current financial year ending 30 June.

~~(h)(i)~~ The payment of fees does not entitle a member to any direct claim or ownership of the assets of the Association. No profits from the activities of the Association will revert to members. This in no way limits members being paid for work or services supplied and approved by the Association in the ordinary manner.

~~(i)(j)~~ The liability of a member to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by Rule 12 (a).

13. **Seal:**

The Seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of the President and Secretary and one other member of the Council or such other member of the Association as the Council may appoint for the purpose and the President, Secretary and member shall sign any instrument to which the Seal of the Association is affixed in their presence. The President of the Association shall have the custody of and be responsible for the Seal of the Association.

14. **Membership:**

Application for membership shall be open to all persons subscribing to the aims and objects of the Association and paying the prescribed moneys and fees and who have provided the required, to wit-

“I certify that I am not a member of any organisation which has any part of its programme the attempt to overthrow the Government of the Commonwealth of Australia or of any State within the Commonwealth by force or violence; that I have never been convicted of a crime of violence and that if admitted I will fulfil the obligations of and will abide by the Constitution and Rules of the Association.”

A person who is an applicant for membership of this Association and who under the provisions of the Firearms Act 1996 or any subsequent amendment thereto, has been refused the grant of a firearms licence may also be refused membership of this Association.

- (a) Ordinary membership is applicable to all persons who have attained the age of 18 years old.
- (b) Junior membership is applicable to all persons up to the age of 18 years.
- (c)
  - (i) Family membership is applicable to all members of an Ordinary Member’s family who normally reside with the member.
  - (ii) Affiliate membership is applicable to all persons who have attained the age of 18 years. An Affiliate Member cannot hold office in a Club, Section, or the Council of the Association, and is ineligible to vote at any meeting of the Association, its Clubs or Sections.
- (d) Honorary membership on the recommendation of the Council: a person may be elected an Honorary Member at any General Meeting of the Association. A three-fourths majority of members present and voting shall be necessary for election, the latter not to be conducted in the presence of the candidate. An Honorary Member may be elected for such period as the meeting may deem expedient and shall be entitled to all privileges of membership, excepting that such member shall not be eligible to vote at General or Annual General Meetings or serve as an elected officer on the Council.
- (e) Life membership shall be available to a person acceptable to the Council of the Association and whose appointment is acceptable by resolution at a General Meeting by a three-fourth majority of members present and voting. A Life Membership is granted for the duration of the life of the beneficiary and grants all membership benefits. The resolution to affect a Life Membership is not to be discussed or voted on in the presence of the candidate.
- (f)
  - (i) All categories of member, unless otherwise specified, enjoy full benefits; and
  - (ii) Family Members and Affiliate Members do not receive the National Association’s Journal; and

- (iii) Junior Members and Family Members who have not attained the age of eighteen (18) years are not permitted to engage in any activity of the Association where persons under the age of eighteen (18) years are prohibited from participating by any Commonwealth or State law, or by any Australian Capital Territory Ordinance in force at that time;
- (iv) Junior Members and Family Members under the age of eighteen (18) years are ineligible to vote at General Meetings of the Association.
- (g) any member of this Association who under the provisions of the Firearms Act 1996 or any subsequent amendments thereto, is disqualified from holding a firearms licence or is refused the renewal of all existing licences or is convicted of a police or criminal offence may be expelled from the Association.
- (h) A person whose annual subscription remains unpaid one month after the date of which the subscription became payable shall, until the subscription is paid, be deemed to be unfinancial.
- (i) A member whose subscriptions remain unpaid for three months after due date shall cease to be a member. Council shall have discretion to grant exemption from this sub-Clause.

- (j) The Association reserves to itself the right to refuse a person membership and to refuse to renew membership and to suspend or expel any of its members without divulging reasons but shall have discretion to give reasons. A motion of refusal, suspension or expulsion shall be by Council. A member must be advised of the Council's intention to meet and discuss his renewal, suspension or expulsion and he has the right to attend such a meeting and must be given a full and fair hearing. Should the suspended or expelled member wish to appeal to a General Meeting of the Association, he may do so. The member shall again be given a full and fair hearing and the decision of the General Meeting will be decided by two-thirds majority vote and will be final.
- (k) Any member not indebted to the Association for subscription or otherwise may resign his membership by giving notice in writing to the Secretary.

15. **Badges:**

The official badge of the Association shall at all times remain the property of the Association. The fee paid for the use of a badge is non-returnable.

16. **Rules and By-laws:**

The Council only may present motions to the General Meeting to become the Rules or By-laws of the Association and a member wishing to propose a Rule or By-law must first present it in writing to the Council which shall on approval sponsor it. Should, however, the Council after consideration refuse to sponsor a member's proposal, he may still present it to a General Meeting having given notice in writing of his intention at the previous General Meeting. The Rules or By-laws are not to conflict with this Constitution and are binding on members and subject to Clause 11 (b) herein, in particular. A Book of Rules and By-laws shall be kept.

17. Clauses 3 to 19 (exception this Clause) inclusive, of this Constitution shall not be amended, except by at least a three-fourths majority of the Ordinary Members actually present at a General Meeting. Clauses 1, 2 and 17 of this Constitution shall not be amended except by a majority vote of all Ordinary Members.

18. Fourteen days notice in writing of such a motion, setting forth the proposed amendment in full, shall be given to each member.

19. A Club or Section (reference to one includes reference to the other):

- (a) Shall be responsible for the composition and maintenance of its constitution (where existing) in keeping with the Constitution, the Rules and By-Laws of the Association, and for all other matters which pertain to the aims and interests of the Association. Such constitution is of no effect until approved by Council.

- (b) Shall act in accord with the Rules, By-Laws and Constitution of the Association, and shall include in the Club's name in capitals: S.S.A.A.(ACT) INC.
- (c) Shall always be responsible to Council in all matters set out in the Rules, By-Laws and Constitution of the Association.
- (d) Shall not accept as any form of member, a person who is not a Member of the Association.
- (e) Shall not apply any rule made by the Club until that rule is approved by Council, and such rule cannot have retrospective effect.
- (f) Shall, by intent or action of a Club member, the Club's Committee, or any officer of the Association's Executive, not have claim, authority or control over the use or disposition of the property acquired by a Club (this being the right of Council), except with the written approval of Council.
- (g) Shall have the right to become incorporated, provided that the Club always remains a part of the Association and subordinate to it, notwithstanding the Club's corporate status.
- (h) Shall maintain a current list of details of its future competitions, and shall keep Council informed of such competitions.
- (i) Shall provide Club documents and/or other information, to the Executive, on its request.
- (j) Shall not enter discussion, correspondence, or any other form of communication, on behalf of the Club or Association, in respect of legislation, policy, or the Club's or Association's:
  - (i) Rules;
  - (ii) By-Laws; or
  - (iii) Constitution,
 without specific, written permission of Council.
- (k) Shall notify the Secretary of a change in, or an appointment to, the Club's Committee, within fourteen (14) days of such change or appointment.
- (l) Shall not alter in any way a building, range site, earthworks, or landform leased by the Association, without specific, written permission of Council.
- (m) Shall keep true accounts of all monies received and expended by the Club.

- (n) Shall forward to the Treasurer all Range fees and other monies collected on behalf of the Association, within fourteen (14) days of receipt.
- (o) Shall:
  - (i) Prepare an Annual Balance Sheet containing a Summary of Assets and Liabilities of the Club, together with a Statement of Profit and Loss for the preceding year, and shall present these documents to the Annual General Meeting of the Association; and
  - (ii) Cause its accounts to be audited annually by an independent, registered auditor, who shall make a written report on the accounts. Such report shall be presented by the Club to the Annual General Meeting of the Association; and
  - (iii) Make the accounts available for inspection by any member of the Association at a time and place convenient to the Club's Treasurer; and
  - (iv) Appoint its Auditor to motion of the Club's Committee.
- (p) Shall keep the Common Seal of the Club, where a Seal exists, in the care of the Club Captain. The Seal shall be engraved with the name of the Club. The Seal shall not be affixed to any document, except pursuant to a motion at a meeting of the Club's Committee, and in the presence of the Association President and two (2) members of the Club Committee, all three of whom shall sign the document as witnesses.
- (q) Shall, in the event of failure to observe any provisions of this clause, be subject to disciplinary action by motion at a General Meeting of the Association up to and including dissolution of the Club.

**20. ~~20.~~ Range Fees:**

The cost per day or event (in the case of an event spanning more than one day) of attending a range for the purpose of practice or competition is the "Range Fee".

The Association may issue an annual range pass for unlimited attendances, exempting the holder from paying the range fee for a period of twelve (12) months from the date it is issued or another date as specified on the pass.

The range fee and the price of the range pass shall be set at each Annual General Meeting and shall remain in force until the following Annual General Meeting.

The setting of range fees shall be placed on the agenda for the Annual General Meeting immediately following the election of officers.

If no agreement by simple majority is reached on the pricing of the range fee and range pass after three (3) votes the existing fees will remain in force until the following Annual General Meeting and the meeting will move on to the next item on the agenda.

## **21. Disciplining of Members**

(a) If the Council is of the opinion that a Member:

(i) has persistently:

a. refused or failed to comply with a provision of this Constitution; or

b. willfully acted in a manner prejudicial to the interests of the Association;

(ii) has failed to comply with a lawful rule, policy, code of conduct, resolution or direction of or adopted by the Association; or

(iii) acts in a manner contrary to the Aims and Objectives of the Association,

the Council may, by majority resolution:

(i) expel the Member from the Association; or

(ii) suspend the Member from the Association for a period determined by the Council.

(b) A resolution of the Council under Subsection (a) of this Clause is of no effect unless passed by resolution at a Council meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice under Subsection (c) and until after the provisions of Subsections (d) and (f) have been effected.

(c) If the Council passes a resolution under Subsection (a) of this Clause, the Secretary or Council must, as soon as practicable, serve a written notice on the Member, including:

(i) setting out the resolution of the Council and the details underpinning the resolution;

(ii) stating that the Member may provide a written response and/or address the Council, at the next scheduled Council meeting, to be held not earlier than 14 days and not later than 28 days, after service of the notice; and

(iii) stating the date, place and time of the Council meeting.

(d) Subject to Section 50 of the Act, at a meeting of the Council convened to consider actions in accordance with Subsection (b) of this Clause, the Council must:



- (i) give to the Member being sanctioned under Subsection (a) of this Clause, an opportunity to make oral representations;
  - (ii) give due consideration to any written submissions submitted to the Council by that Member at or before the meeting; and
  - (iii) by Council resolution decide whether to confirm or revoke the resolution of the Council made under Subsection (a) of this Clause.
- (e) If the Council confirms a resolution under Subsection (d) of this Clause, the Secretary or Council must, within 7 days after that confirmation, by written notice inform the Member of that confirmation and of the Member's right of Appeal under Clause 22.
- (f) A resolution confirmed by the Council under Subsection (d)((iii) does not take effect:
- (i) until the end of the period within which the Member is entitled to Appeal (7 days) against the resolution if the Member does not exercise the right of appeal within that period; or
  - (ii) if within that period the Member exercises the right of Appeal, unless and until the Council confirms the resolution in accordance with Section 22(d) below.

## **22. Right of Appeal**

- (a) A Member may Appeal to the Association via a General Meeting (either Special General Meeting or a General Meeting as the need dictates) against a resolution of the Council that is confirmed under Section 21(d), within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) On receipt of an Appeal Notice under Subsection (a) above, the Secretary must notify the Council which must call a General Meeting of the Association to be held within 21 days after the date when the Secretary received the notice or as soon as possible after that date.
- (c) Subject to Section 50 of the Act, at a General Meeting of the Association called under subsection (b) above:
- (i) no business other than the question of the appeal must be transacted;
  - (ii) the Council and the Member must be given the opportunity to make submissions in relation to the appeal orally or in writing, or both; and
  - (iii) the Members present must vote by secret ballot on the question of whether the resolution confirmed by Council under Clause 21(d) should be confirmed or revoked.

- (d) If the General Meeting passes a resolution in favour of the confirmation of the resolution made under Section 21(d), that resolution is confirmed and the Appeal has not been successful.
- (e) If the General Meeting does not pass a confirmation of the resolution made under Section 21(d), then that resolution has failed and the Appeal is successful.

### **23. Dispute Resolution**

- (a) Party to a Dispute may include a person who:
  - (i) is a Member of the Association;
  - (ii) is a visitor to the Association (including the Majura premises);  
or
  - (iii) ceases to be a Member within 6 months before the Dispute has come to the attention of each Party to the Dispute.
- (b) The procedure set out in this Section applies to Disputes between one or more persons as described in Subsection (a) above.
- (c) Parties to a Dispute must attempt to resolve the Dispute between themselves within 14 days after the Dispute has come to the attention of each Party.
- (d) If after 14 days, parties to a Dispute are not able to resolve the Dispute between themselves, then parties to the Dispute must attempt to resolve the Dispute via Mediation, as detailed in Clause 24 below.
- (e) Once parties to a Dispute have agreed and commenced Mediation, no further action by the Association or any Party is to commence until the Dispute process has concluded.
- (f) If Mediation does not resolve the Dispute within a reasonable period (given the nature and circumstances of the Dispute) then either Party may proceed to the formal Dispute Resolution Procedure detailed in Subsection (g).
- (g) The Dispute Resolution Procedure to be conducted as follows:
  - (i) If the parties to a Dispute are unable to resolve the Dispute between themselves within the time required time (14 days) and the Mediation process outlined in Clause 24 has not been successful, any Party to the Dispute may start the Dispute Resolution Procedure by submitting written notice to the Secretary of:
    - a. the parties to the Dispute; and
    - b. the matters that are the subject of the Dispute.

- (ii) Within 28 days, or as soon as possible thereafter, the Secretary is given the notice, a Council meeting must be convened to consider and determine the Dispute;
- (iii) The Secretary or Council must give each Party to the Dispute written notice of the Council meeting at which the Dispute is to be considered and determined; no later than 7 days before that meeting is held;
- (iv) The notice given to each Party to the Dispute must state:
  - a. when and where the Council meeting is to be held; and
  - b. that the Party may attend the meeting and will be given an opportunity to make written or oral (or both) submissions to the Council about the Dispute.
- (v) The Council meeting convened to consider the Dispute and make a determination must:
  - a. give each Party to the Dispute an opportunity to make written or oral (or both) submissions to the Council meeting about the Dispute;
  - b. give due consideration to any submissions so made;
  - c. determine an outcome for the Dispute; and
  - d. the Council must give each Party to the Dispute written notice of the Council's determination and the reasons for the determination. Notice to be received by the Dispute Parties within 7 days after the Council meeting at which the determination is made.
- (h) If a Party has initiated the Dispute Resolution Procedure, the Association must not take disciplinary action against any of the parties involved in the Dispute, in relation to the matter which is the subject of the Dispute Resolution Procedure, until the Dispute Resolution Procedure has been completed.
- (i) If within 7 days after receiving notice of the Council's determination to a Dispute, a Party of the Dispute submits written notice to the Secretary requesting an Appeal of the Council's decision, the Association must not take disciplinary action against any of the parties to the Dispute, until the Appeal process outlined in Clause 22 has been completed.

#### **24. Mediation of a Dispute**

- (a) If the parties of the Dispute are not able to resolve the Dispute and the parties agree to enter Mediation, either Party may submit a request to the Secretary for the appointment of a Mediator.
- (b) The Mediator:

- (i) must be a person chosen by agreement between the parties to the Dispute;
- (ii) if there is no agreement on the appointment of a Mediator between the disputing parties, a party may request the Executive to appoint a Mediator; and
- (iii) the person appointed as Mediator by the Executive must not:
  - a. have a personal interest in the matter that is the subject of the Mediation; or
  - b. be biased in favour of or against any party to the Mediation.
- (c) The parties to the Mediation must attempt in good faith to settle the matter that is the subject of the Mediation. Each Party to the Mediation must give the Mediator a written statement of the issues that need to be considered at the Mediation at least 5 days before the Mediation takes place.
- (d) In conducting the Mediation, the Mediator must:
  - (i) give each Party to the Mediation every opportunity to be heard;
  - (ii) allow each Party to the Mediation to give due consideration to any written statement given by another Party;
  - (iii) ensure that natural justice is given to the parties to the Mediation throughout the Mediation process;
  - (iv) not determine the matter that is the subject of the Mediation;
  - (v) maintain the confidentiality of the information provided during mediation.

**25. ~~21.~~—Custody of books:**

Subject to the Associations Incorporation Act 1991, the Regulations and these Rules, the Secretary shall keep in his or her custody or under his or her control all records, books and other documents relating to the Association.

**26. ~~22.~~—Inspection of books:**

The records, books and other documents of the Association shall be open to inspection at a place in the Territory, free of charge, by a member of the Association at any reasonable hour and by prior arrangement with the Secretary.

**23-27.Service of notice:**

- (1) ~~For the purposes of these Rules, a notice may be served by or on behalf of the Association upon any member either personally or by sending it by post to the member at the member's address shown in the register of members;~~The Association may serve a notice on a member by sending such notice by post, electronic means including e-mail and text message or other means as required.
- (2) ~~Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of these Rules to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.~~The *Acts Interpretation Act 1991 (Cth)* outlines procedures for the serving of documents.

**24-28.Surplus property:**

- (1) At the first general meeting of the Association, the Association shall pass a special resolution nominating-
  - (a) another association for the purpose of paragraph 92 (1) (a) of the Associations Incorporation Act 1991; or
  - (b) a fund, authority or institution for the purpose of paragraph 92 (1) (b) of the Associations Incorporation Act 1991in which it is to vest its surplus property in the event of the dissolution or winding up of the Association;
- (2) An Association nominated under Clause 24 (1) (a) must fulfil the requirements specified in subsection 92 (2) of the Associations Incorporation Act 1991.