SSPC ACT Inc / SSAA ACT Inc Mediations
9 June 2025 + 6 September 2025
Joint Statement of Agreed Mediation Outcomes
25 October 2025

This outcomes paper is produced as an agreed report which includes and amalgamates the factual report by the Mediator of the meetings.

1. The Mediator for both meetings was Mr Graeme Blank, Barrister. SSPC ACT Inc also chose to have legal representation at the second meeting; SSAA ACT Inc decided not to have legal representation present.

2. The parties affirmed their commitment to the broader aims and purposes of the Associations and that the attendance at the mediation was to try and achieve the best outcomes and to determine pathways that could accomplish that.

3. The mediation sessions took place in the context of discussions regarding two main issues:

   (a) The proposed new constitution for the SSAA ACT Inc; and
   (b) Arrangements for the future management of the ranges previously administered by SSPC ACT Inc.

4. The first meeting focused predominantly on broader views and understandings of the various documents that relate to the constitution, including the Members Entity Discussion Paper and the Draft Constitution. The second meeting focused on the details of agreements and outcomes from the first meeting.

5. At the commencement of the second meeting, the participants agreed to some basic scene-setting understandings, which allowed the meeting to proceed.
   (a) the long-term understanding that, for all practical purposes, regardless of its legal status, SSPC ACT Inc continues to be a Club which is part of SSAA ACT Inc
   (b) that the ranges belong to SSAA ACT Inc, and that has never been contested.

The Constitution

6. After some preliminary scene-setting discussions, there was some detailed consideration of the structure that would be established under the new Constitution. In particular, there were issues raised regarding:

   (a) The legal challenges that may exist in having 'members' defined as financial members and also as 'member entities' where 'member entities' include both incorporated and unincorporated groups. An incorporated association has independent and separate obligations compared with an unincorporated group or association which is ultimately a subset of the main body (here SSAA ACT Inc).

(b) The definition of financial members as members who had paid fees can be interpreted as not time constrained. (i.e.: someone who paid fees in 2000 but did not continue could be captured in the constitution).
(c) There was discussion regarding the role of a constitution compared with other documents such as policies and how they best interact, and whether such policy documents are better placed outside the constitution, where consistent with the Act.
(d) Potential issues regarding insurance, although this was resolved by a better understanding of the nature of the insurance held by SSAA.
(e) The provisions regarding the winding up of the association and any potential member liability.
(f) The need to ensure that regulatory compliance can be met and the different ways that may be achieved depending on the type of member that was providing information.
(g) Clarification for consistency across different member categories, including in relation to the creation of new members.
(h) Conflict of interest clauses need to be strengthened.
(i) Discussion regarding the existing constitution and what was required to effect a proper transition to a new constitution.

7. It was acknowledged that there needs to be transparency in the governance process.

8. There were a number of agreed outcomes from these discussions.

(a) Financial membership would be amended to ensure it related to financially current members, where applicable.
(b) In any winding up of the SSAA ACT Inc, any liability of a member would be limited to any outstanding monies owed to SSAA ACT Inc and the return of any SSAA ACT Inc assets.
(c) The parties noted that the obligations of separately incorporated clubs under the Act provide a higher level of governance assurance than those required by non-incorporated entities. As a result, there was recognition that the provision of information by incorporated and unincorporated associations can be different, as the incorporated association has independent obligations (eg: not for profit status) that must be maintained, so confirmation rather than more comprehensive financial information (for example) is required for an incorporated association. Proposed clause 4.5(i) would be amended to include 'as appropriate' to reflect this.
(d) Consistent with (c), some language would be included in the Constitution to confirm that the SSAA ACT Inc authority does not extend to being involved in any internal management or administration of separately incorporated associations. It was discussed that this already exists in the draft constitution.
(e) The membership pathways would be replicated so there are different clauses for financial members and for 'member entities' to avoid confusion and uncertainty.

(f) The present conflict of interest clause only requires noting of the conflict but does not have a mechanism for dealing with the conflict, such as that member not participating in discussions, voting etc. This will be revised. The Incorporated Associations Act has some provisions regarding this issue.
(g) Clause 14.1 does not require (b).
(h) Because of the structure of clause 17 of the current Constitution, it was proposed that it would be appropriate to leave clauses 1, 2 and 17 as they are presently drafted and consideration of any name change, and purpose clause be left for a later time.
(i) The issue regarding 'member entity' including both incorporated and unincorporated associations will require consideration and how to draft the Constitution to not cause legal or other uncertainties.

Amendments to the Constitution

9. In detail, the parties recognised the need to present the following at the special council meeting for consideration, with endorsement from the SSAA ACT Inc Executive:

(a) Retain existing Clauses 1, 2, & 17 in accordance with the existing Clause 17 of the current Constitution – and progress action to rescind the existing Clause 17 in the future.
(b) Strengthen Clause 2 to provide assurance that the authority of the Association does not extend to the internal management, administration and business of separately incorporated clubs unless warranted by need to meet SSAA ACT Inc reporting requirements (as an example some safety incidents need to be reported to meet the requirements of our insurance – for instance an incident that results in the injury of an individual)
(c) Amend Clause 4.1 to read: "The Members of the Association are the **current** Financial Members and the Members' Entities …"
(d) Expand Clause 4.2 to provide entity membership pathway
(e) Amend Clause 4.5(i) by adding the words "as appropriate" to the beginning of the clause.
(f) Insert new Clause 4.6(c): "the liability of Member Entities towards the Windup costs is limited to unpaid monies due to the Association and retained SSAA ACT Inc-owned property and assets."
(g) Amend Clause 8.8 to refer to Clause 7.5 **not** 7.4
(h) Clause 14.1 – Amend Clause 14.1(a) to read: a Member (including Members' Entities)
(i) Clause 17: Note that Clause 17 requires that Clauses 1, 2 and 17 as written in the current Constitution needs to be retained in the proposed new Constitution.

Range Administration

A process for SSAA ACT Inc Range Complex administration was discussed, with a focus on the currently SSPC ACT Inc administered ranges;

Part 1 – broad process

10. There would be centralised calendars on the website. These will go to a subcommittee for reporting and recording, and for approval by Council. The subcommittee is intended to be fully inclusive with representatives from each area and Club on the ranges.
    (a) There will be no change in the current process for events to satisfy insurance obligations, which entails Council adoption of calendars and approval of *ad hoc* events. Calendars are requested annually around October.
    (b) The *bona fide* matches, competitions and other agreed events contained in existing calendars would be maintained and respected.
    (c) *Ad Hoc* events will be included in the calendar where there is space.

11. There will be as necessary negotiations by the various parties for such events if there is a clash, the sub-committee would facilitate negotiations and the Council would approve.

Part 2 – bookings and priority

12. Annual calendars would continue to be submitted to Council for approval and *ad hoc* range allocation to be made to Council for approval and addition to the range calendars.
    (a) International/National/ State or Territory Comps are still being given priority but with the priority being checked for clashes.
    (b) International/National/State or Territory Comps will be given priority, with SSAA events given first priority if there is a clash

13. Range Calendar Sub-Committee will manage clashes and report to Council for approval

Part 3 – Access and controls

14. Access Control is to be centralised under the Association (via the Access Control Subcommittee) initially on a transitional basis, pending the introduction of a centralised electronic access-control system. The current SSPC security system will remain in situ until replaced as part of a complex-wide system.

15. Access to be provided for authorised persons / entities with approved access for approved matches and activities (including private practice), in a controlled manner to be determined at a later stage.

16. It was confirmed that the existing practice of targets & consumables remains unchanged - use should be those of own Section, Discipline or Club and stored in their existing lockups.

17. A centralised security management system (access control, CCTV management, etc) may be implemented and overseen by a sub-committee which is intended to be fully inclusive with representatives from each area and Club on the ranges.

18. SSAA ACT Inc advised that they would upgrade the security system currently owned by SSPC ACT Inc to bring it in-line with the recent advancement of range CCTV and Security Systems. It was mentioned that a new system may be required or reimbursement could be discussed. The Security system would be overseen by an all-inclusive sub-committee of SSAA ACT Inc council.

19. Access to Section, Discipline or Club lockups would be controlled exclusively by the relevant club, section or discipline.

Part 4 – Infrastructure

20. SSAA ACT Inc is responsible for the fixed assets / permanent infrastructure. Clubs/Sections/Disciplines are responsible for non-permanent and portable equipment and consumables. Where clubs, sections and disciplines have incurred costs for semi-permanent infrastructure that is likely to be used by non-discipline specific range users, SSAA ACT Inc would consider, if requested by the applicable Section, Discipline or Club, reimbursement at the depreciated value (for example turning targets).

Part 5 - Confidentiality

21. The signed mediation agreement and confidentiality provisions from the first mediation meeting apply to both meetings.

22. The parties agreed that outcomes in the broad might be reported but without providing detail of the discussions, or by making individual attribution.

On behalf of:
Sporting Shooters
Association of Australia ACT Inc

Shane Stroud

Shane Stroud
Shane Stroud (Oct 26, 2025 18:43:35 GMT+11)

On behalf of:
Sporting Shooters
Pistol Club ACT Inc

Rafal Lukasiewicz