



CONSTITUTION
FOR THE SUNNYBANK BRIDGE CLUB INC.

1. The name of the incorporated association shall be

SUNNYBANK BRIDGE CLUB INC.

(in these Rules called "The Association")
2. The objects for which the Association is established are:-
 - (a) The promotion, control and advancement of card games, particularly Contract Bridge, amongst its members;
 - (b) The conducting of card tournaments;
 - (c) To affiliate and co-operate with other organisations or associations whose aims and objects are like and similar
 - (d) Interpretation of the laws of all, or any, of the said games and the settlement of disputes arising in relation thereto;
 - (e) Publication of matter relating to all, or any, of the said games;
 - (f) Establishment of Association rooms;
 - (g) Certification of Teachers and card organisation and studios;
 - (h) Entering into contracts and other legal obligations in order to carry out these objects;
 - (i) **Abides by the Queensland Bridge Association's Tournament Regulations for all card events except where specified.**

The foregoing enumeration should not be deemed to restrict the power of the Association, or its Committee, to take any action considered necessary or desirable in the interests of the players of all or any of the said games or of their organisations.

POWERS

3. The powers of the Association are:-
 - [1] To take over the funds and other assets and liabilities of the present unincorporated association known as the

SUNNYBANK BRIDGE CLUB
 - [2] To subscribe to, become a member of, affiliate and cooperate with any other Association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any Club, Association or Organisation which does not prohibit the distribution of its Income and property amongst its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 28(10).



[3] In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises;

[4] To purchase, take on lease or in exchange, hire and otherwise acquire any lands , building, 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 Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;

[5] To enter into any engagements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

[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 Association;

[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 furtherance of its objects;

[8] To construct, improve, maintain, develop, work, manage, carryout, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out alteration and control thereof;

[9] To invest and deal with the money of the Association not immediately required in such a 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 Association 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 part of the incorporated association's property or assets present or future and to purchase, redeem or payoff any such securities;

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

[14] In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;



[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 Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers or others;

[16] To take any gift or property whether subject to any special trust or not, for any one or more of the objects of the Association's but subject always to the provision in 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 Association, in the shape of donations, annual subscriptions or otherwise;

[18] To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;

[19] In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon this Association, and be a fund, authority or institution approved by the Commissioner of Taxation as a fund, authority or institution referred to in paragraph 78(1) (a) section 23 of the Income Tax Assessment Act 1936 (as amended);

[20] In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;

[21] In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is 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 conducive to the attainment of the objects and the exercise of the powers of the Association.

CLASSES OF MEMBERSHIP

4. [1] The membership of the Association shall consist of the following classes of members:-

[a] Ordinary members, namely persons who have been proposed as members, accepted by the Committee, and become financial, shall be deemed to be members of the Association,

[b] Life Members, namely those persons approved by the Association who shall have paid to the Association life membership subscription from time to time in force. The Association and/or its Committee shall have the right at any time to refuse to receive life subscriptions for such period as it may think fit.

[c] Honorary Life Membership, may be granted to members for meritorious service to the Association upon the recommendation of the Committee confirmed at an annual meeting of the Association; such confirmation shall be by resolution of **three quarters** majority of members present and voting. An Honorary Life Member shall not be obliged to pay any subscription



but shall otherwise be subject to the same obligations and entitled to the same privileges as other members.

[d] Visitors, playing visitors will be welcomed, but should be introduced by a member and will be required to pay the prescribed table fees.

[e] Honorary Members, namely those persons not normally resident in Queensland whom the Committee may think proper to admit to Honorary Membership, provided that no such admission shall confer privilege for more than two calendar months and that no person shall be twice admitted to Honorary Membership within any one period of twelve calendar months. Honorary Members shall have no vote at any meeting of the Association or be eligible to hold office therein.

[f] Bonafide Students, under the age of 25 years may, on application, be granted Student membership - the fee to be half annual rates.

[2] The number of members in each class shall be unlimited.

5. [1] 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 Association shall be admitted by the Management Committee to the same class of membership of the Association as that 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.

[2] Every applicant **for Ordinary or Student membership of the Association** shall be proposed by one member of the Association and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.

MEMBERSHIP FEES

6. [1] The membership fees payable by the various types of members shall be determined by the Annual General Meeting each year, or by Special General Meeting convened for that particular purpose.

[2] Life Members and Honorary Life Members shall be exempt from payment of membership fees. Life Members, but not Honorary Life Members shall be subject to any levies struck under Clause 6.[4] hereof.

[3] No person who has not paid his or her membership fees or any sum of money due in any year, including levies, shall be entitled to any of the privileges of membership, nor take part in any discussion at a meeting of the Association, nor vote thereat. Such person may be re-admitted on payment of all moneys owing.

[4] A General meeting may from time to time strike levies upon members of the Association to meet the expenses of the Association, provided that no such levy shall be struck within six months of any such preceding levy and the total levy in any one year shall not exceed the amount of the Annual Subscription. Members who have not paid the amount of any such levy within three calendar months from the striking thereof shall cease to be members of the Association.



ADMISSION AND REJECTION OF MEMBERS

7. [1] At the next meeting of the Management Committee after the receipt of any application **for** membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant. In determining the application the Management Committee will consider whether the applicant is of good repute, the applicant's character and the applicant's compatibility with other members.
- [2] Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member for that class of membership applied for.
- [3] Upon the acceptance or rejection of an application for membership, the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

TERMINATION OF MEMBERSHIP

8. [1] A member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- [2] If a member -
- (i) is convicted of an indictable offence;
 - or
 - (ii) fails to comply with any of the provisions of the rules;
 - or
 - (iii) has membership fees in arrears for a period of three months or more;
 - or
 - (iv) conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interests of the Association the Management Committee shall consider whether his/her membership shall be terminated or suspended a member shall not be suspended from the privileges of membership under this rule for a period exceeding 6 (six) months.
- [3] The member concerned shall be given a full and fair opportunity of presenting his/her case and if the Management Committee resolves to terminate or suspend his/her membership it shall instruct the Secretary to advise the member in writing. Such written notice shall inform such person of the right of appeal in accordance with rule 9 (1).

APPEAL AGAINST REJECTION, TERMINATION OR SUSPENSION OF MEMBERSHIP

9. [1] A person whose application for membership has been rejected or whose membership has been terminated or suspended may within 28 days of receiving written notification thereof, lodge with the Secretary written notice of his/her intention to appeal against the decision of the Management Committee.
- [2] Upon receipt of a notification of intention to appeal against rejection or termination or suspension of membership the Secretary shall convene, within (3) three months of the date of receipt by him of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his case and the Management Committee or those members thereof who rejected the application for membership or terminated or suspended the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by **three quarters** majority of members present and entitled to vote at such meeting.



[3] The appellant shall not be entitled to be represented by a Solicitor, Barrister or other agent.

[4] An expelled member shall not be eligible to apply for re-admission to membership for a period of at least one year thereafter.

REGISTER OF MEMBERS

10. [1] The Management Committee shall cause a Register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Association and the dates of their admission.

[2] Particulars shall also be entered into the Register of deaths, resignations, terminations suspensions and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.

[3] The Register shall be open for inspection at all reasonable times by any member who previously applies to the Secretary for such inspection.

MEMBERSHIP OF MANAGEMENT COMMITTEE

11. [1] The Management Committee of the Association shall consist of:-

- (a) The President of the Association as Chairman;
- (b) The Vice-President of the Association as Vice-Chairman
- (c) The Secretary and Treasurer of the Association, such positions to be combined if deemed desirable.
- (d) The Immediate Past President of the Association (if still a member);
- (e) Additional Members, (not less than four, not more than six.)

[2] At the Annual General Meeting of the Association, all the members of the Management for the time being shall retire from office, but shall be eligible upon nomination for re-election.

[3] The election of officers and other members of the Management Committee shall take place in the following manner:-

- (a) Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;
- (b) The nomination, which shall be in writing and signed by the member, his proposer and seconder, shall be lodged with the Secretary at least 18 days before the annual general meeting at which the election is to take place;
- (c) A list of candidates names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least fourteen days immediately preceding the annual general meeting;
- (d) Where a ballot is necessary at the Annual General Meeting to determine who shall fill a position, it shall be held and conducted as follows:
 - i. The ballot shall be a secret ballot by the members present and entitled to vote.



ii. The member obtaining the highest number of votes shall be declared elected and in the event of a tie, other than for additional members for the Committee, a further secret ballot shall be held as between the nominees who acquired the equal number of votes.

iii. Two scrutineers shall be chosen by the Chairman of the meeting from amongst the members who are not candidates for election and they shall conduct the ballot and shall certify to the chairman the names of the persons elected.

iv. If before the ballot be taken, the number of candidates for any position be reduced by withdrawals or otherwise to the number required to fill the vacancies of that position, that candidate or those candidates remaining shall be declared elected to the position or respective positions by the Chairman, without ballot.

v. The certificate by the scrutineers as to the result of any election shall be final and conclusive.

vi. Forthwith after the election and declaration of the results of the elections, the ballot papers shall be burnt or otherwise destroyed by the scrutineers.

(e) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

12. (a) Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date or on the recommendation of the Committee such member may be removed from office at a General Meeting of the Association where that member shall be given the opportunity to fully present his/her case. The question of removal shall be determined by the vote of the members present at such general meeting.

(b) The Committee is hereby empowered to (but not bound to) terminate by a majority resolution the tenure of office of any Committee member who fails to attend any three out of five consecutive meetings of the Committee without having been given leave of absence by the Committee. Having so terminated any tenure of office, the Committee may, either at the same time or at a subsequent meeting of the Committee, appoint another person to the vacancy thereby created.

VACANCIES ON THE MANAGEMENT COMMITTEE

13. [1] The Management Committee shall have the power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next annual general meeting.

[2] The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number for the sole purpose of summoning a general meeting of the Association, but for no other purpose.



FUNCTIONS OF THE MANAGEMENT COMMITTEE

14. [1] Except as provided by these Rules and subject to resolutions of the members of the Association carried at any general meeting the Management Committee -
- (a) shall have the general control and management of the administration of the affairs, property and funds of the Association; and
 - (b) shall transact and authorise expenditure provided that the Management Committee is not empowered to authorise any single item of expenditure in excess of **\$20,000** without prior approval of the Annual General Meeting or a General Meeting called for that purpose
 - (c) shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.
- [2] The Management Committee may exercise all the powers of the Association -
- (a) to borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;
 - (b) to borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by the Association's principal bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay any such securities; and
 - (c) to invest in such manner as the members of the Association may from time to time determine.

MEETINGS OF THE MANAGEMENT COMMITTEE

15. [1] The Management Committee shall meet at least once every two calendar months to exercise its functions. Additional Committee Meetings may be convened for any time or place by the Secretary after consultation with the President or his deputy. If sufficient urgency for the meeting exists, the meeting may be convened at very short notice provided that at least a Quorum of the Committee members attend
- [2] A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- [3] 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 close of the last general meeting of members, shall constitute a quorum.
- [4] Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the Chairman shall have second or casting vote..



[5] A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he/she is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

[6] Where practicable not less than seven days notice shall be given by the Secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.

[7] The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman or if the Vice-President is not present at the meeting the members may choose one of their number to be Chairman of the meeting.

[8] If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time or place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

16. [1] The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.

[2] A sub-committee may elect a chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting

[3] A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes and, in the case of equality of votes, the Chairman shall have a second or casting vote.

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

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

ANNUAL GENERAL OR GENERAL MEETING

19. The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Association, and at such place as the Management Committee may determine.

20. [1] The Annual General Meeting shall be held within three months of the close of the financial year.



[2] Each member shall be given at least fourteen days clear notice of the date and time and venue of the Annual General Meeting, and the agenda for same,

[3] The business to be transacted at every Annual General Meeting shall be : -

(a) the receiving and adoption of the Management Committee's report and statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the association for the preceding year;

(b) the receiving of the auditor's report upon the books and accounts for the preceding year;

(c) the election of the members of the Management Committee; and

(d) the appointment of an auditor, who may or may not be a member of the Association. He shall not hold any other office in the Association

(e) The determination of membership fees payable by the various types of members

(f) any other business of which notice of motion has been given to the Secretary in ample time to be circulated with the notice of meeting.

(g) The appointment of a Club Patron, nominated by the Committee and approved by the Members.

21. The Secretary shall convene a special general meeting :-

(a) when directed to do so by the Management Committee; or

(b) on requisition in writing signed by not less than one third of the members presently on the Management Committee or not less than the number of ordinary members and/or life members of the Association which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat; or

(c) on being given notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.

22. [1] 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.

[2] No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule "member" includes a person attending as a proxy or as a representing a corporation which is a member.

[3] If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other cases it shall stand adjourned to the same day in the next week at the same time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

[4] The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from



place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjournment shall be given as in the case of the original meeting. Save as aforesaid it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. [1] The Secretary shall convene all general meetings of the Association by giving not less than seven days notice of any such meeting to the members of the Association.

[2] The manner by which such notice shall be given shall be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and determining an appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

24. Unless otherwise provided by these rules, at every general meeting: -

(1) the President shall preside as Chairman, or if there is no President, or if he/she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be Chairman or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting;

(2) The Chairman shall maintain order and conduct the meeting in a proper and orderly manner;

(3) (a) every question or matter shall be decided by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.

(b) any resolution proposed as a special resolution at an Annual General Meeting or Special General Meeting shall be deemed to be carried if three quarters of the members present entitled to vote and properly submitted proxy votes on behalf of members entitled to vote are in favour.

(4) every member present shall be entitled to one vote: Provided that no member shall be entitled to vote at any Annual General Meeting or Special General Meeting if his or her annual subscription is more than one month in arrears at the date of the meeting;

(5) voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he shall determine and they shall certify to the chairman the result of the ballot. The result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded;

(6) the Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection. For the purposes of ensuring the accuracy of the 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 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.

BY-LAWS

25. The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a general meeting of members.

ALTERATION OF RULES

26. Subject to the provisions of the Associations Incorporation Act 1981-1990, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting **in accordance with Section 24 (3) (b).**

Provided that no such amendment, rescision or addition shall be valid unless approved by the Chief Executive of the Department administering the Act.

COMMON SEAL

27. 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.

FUNDS AND ACCOUNTS

28. [1] The funds of the Association shall be deposited in the name of the Association in such Bank or Permanent Building Society as the Management Committee may from time to time direct.
- [2] Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of like nature.
- [3] All monies shall be deposited as soon as practicable after receipt thereof.
- [4] All amounts of one hundred dollars or over shall be paid by cheque or electronic funds transfer and authorised by any two of the President, Vice-President, Secretary, Treasurer or any other member authorised from time to time by the Management Committee.
- [5] Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recouplements which may be open.
- [6] The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.
- [7] All expenditure shall be approved or ratified at a Management Committee meeting.
- [8] As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement containing the particulars of :-
- (a) the income and expenditure for the financial year just ended; and
 - (b) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.



[9] All such statements shall be examined by the auditor who shall present his/her report upon such audit to the Secretary prior to the holding of the annual general meeting next following the financial year in respect of which such audit was made.

[10] The income and property of the Association 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 Association provided that nothing herein contained shall prevent payment in good faith of interest to any such member in respect of moneys advanced by him to the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

DOCUMENTS

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

FINANCIAL YEAR

30. The financial year of the Association shall close on 31st December in each year.

DISCONTINUATION OF ASSOCIATION

31. The Association shall not be dissolved, unless not less than **three quarters** of the financial members, present and voting at a General Meeting called for that specific purpose, cast their votes in favour of such dissolution.

DISTRIBUTION OF SURPLUS ASSETS

32. If the Association shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981-1990, 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 imposed on the Association under or by virtue of rule 28(10), and which is a fund, authority or institution approved by the Commissioner of Taxation as a fund, authority or institution referred to in paragraph 78 (1) (a) section 23 of the Income Tax Assessment Act 1936 (as amended).Such institution or institutions to be determined by the members of the Association.

INDEMNITY CLAUSE

33. In the event of any proceedings being taken against any member or members of the Association in respect of any matter or thing done by them in the proper performance of their duties or by direction of, or with the authority of the Association; the Association shall indemnify such member or members of the Association so proceeded against in respect of their costs of such proceedings and in respect of all other costs and damages and other sums which they may be compelled to pay in the course of, or as a result of, such proceedings.

INTERPRETATION

34. The following shall have the meaning respectively assigned to them unless there be something in the subject matter or context inconsistent herewith:



(a) Words importing the singular shall include the plural and the masculine shall include the feminine and vice versa.

(b) The "Association" means the Sunnybank Contract Bridge Club, established prior to the compilation of these rules and continues under it in the name Sunnybank Contract Bridge Club Inc. from the date below.

(c) "Committee" means the Committee of the Sunnybank Contract Bridge Club Inc. appointed under these rules and into which the Committee and office bearers merged when these rules were adopted by the Association.

(d) "Member" means a member of the Sunnybank Contract Bridge Club Inc. and "Committee Member" means a member or Office-bearer of the said Association duly appointed to its Committee under these Rules.

Adopted at a General Meeting of the Sunnybank Contract Bridge Club called for that specific purpose and held at Sunnybank on the Twenty-third (23) day of February 1995.

Signed:- . . C.Bagley President.

Signed:- . . M.Bryzak Secretary.

Amended at a Special General Meeting of the Sunnybank Contract Bridge Club Inc. Held at Mt.Gravatt on the Third (3) Day of June 1996.

(See Sections 4[1] (c); 9[2]; 24[3] (b); 26; and 31. Amendments are shown in bold font).

Signed:- . . P.Griffin President.

Signed:- . . B.MacMahon Secretary.

Amended at the Annual General Meeting of the Sunnybank Contract Bridge club Inc. Held on the Fourth (4) Day of March 1999.

(See Section 2 (i) (Amendment is shown in bold font)

Signed:.....K. Hamilton-Reen.....A/President

Signed:.....S. Ross.....Secretary

Amended at the Annual General Meeting of the Sunnybank Contract Bridge Club Inc. Held at Runcorn on the 26th Day of February 2004.

(See Sections 14(1b) & Section 20 (3) (Amendments are shown in bold font)

Signed:-....Ken Robinson.....President

Signed:-....Anne Lovett.....Secretary

Amended at the Annual General Meeting of the Sunnybank Contract Bridge Club Inc. held at the Clubrooms at Runcorn on the 22nd Day of February 2007.

(See Sections 5(2); 7(1) & 7(3)

Signed:- ... Gil Holmes.....President

Signed:- ... Anne Lovett.....Secretary



Amended at the Annual General Meeting of the Sunnybank Contract Bridge Club Inc. held at 69 Nathan Rd. Runcorn 4113 on the 25th Day of February 2010.
(See Sections 24(3)(b) & 26)

Signed:- ... Ken Robinson.....President

Signed:- ... Anne Lovett.....Secretary

Amended at the Annual General Meeting of the Sunnybank Bridge Club Inc. held at 69 Nathan Road, Runcorn 4113 on the 14th day of February 2015
[See Sections: 1: 11 (3) (d) (i); 24 (3) (a); 24 (3) (b); 24 (4)]

Signed: ...Neville McDonnell President

Signed: ...Sue Neaum Secretary

Amended at the Annual General Meeting of the Sunnybank Bridge Club Inc. held at 69 Nathan Road, Runcorn 4113 on the 11th day of February 2017.
[See Section 14 (1) (b)]

Signed: ...Kim McDonald President

Signed: ...Sue Neaum Secretary

Amended at the Annual General Meeting of the Sunnybank Bridge Club Inc. held at 69 Nathan Road, Runcorn 4113 on the 10th day of February 2018.
[See Section 28 (4)]

Signed: ...Kim McDonald President

Signed: ...Dawn Hansen Secretary

Amended at the Annual General Meeting of the Sunnybank Bridge Club Inc. held at 69 Nathan Road, Runcorn 4113 on the 13th Day of February 2021.
[See Section 11 (1)(e)]

Signed: ...Doug Matthew President

Signed: ...Alice Edwards Secretary