



CONSTITUTION OF BUNBURY BUSHWALKING CLUB (Inc) 2016

1.0 NAME

The name of the Association shall be the Bunbury Bushwalking Club Incorporated, hereinafter referred to as the "Club".

2.0 OBJECTS

The objects of the Club shall be:-

- 2.1 To promote and conduct activities of all kinds that encourages the participation of walking in a natural environment.
- 2.2 To encourage development in the skills required for navigation in a natural environment.
- 2.3 To conduct walks, of both short and extended durations, to suit the satisfaction and performance levels of members of differing levels of expertise.
- 2.4 To promote the use of a natural environment as a place to be enjoyed and respected by encouraging minimal impact activities at all times.

3.0 POWERS

- 3.1 To borrow and raise money, in any lawful manner, required to achieve the objectives of the Club and upon such terms or securities as may be determined by the majority of members.
- 3.2 To do all such things as are necessary, incidental or conducive to the attainment of the objectives of the Club.
- 3.3 To appoint a Committee to oversee the organisational functioning of the Club including the setting of annual subscriptions and visitor fees. (See also Clause 5.0)

4.0 MEMBERSHIP

- 4.1 Membership is open to all persons interested in using the natural environment as an educational and recreational opportunity.
- 4.2 **ORDINARY MEMBER**

Ordinary Membership is available to persons 18 years of age and over on payment of the annual subscription set by the Committee. An Ordinary Member is entitled to all the Rights and Privileges of the Club set out herewith:

RIGHTS

- ✓ Guided bushwalking events in a safe and caring environment
- ✓ Regular Newsletters
- ✓ Walk Calendar Updates
- ✓ Public and Personal Indemnity Insurance Coverage
- ✓ Voting Rights at Annual General and Extraordinary General Meetings

PRIVILEGES

- ✓ Entitlement to seek office on the Club Committee
- ✓ Eligibility to conduct events as a Walk Leader
- ✓ Attendance at Club Special Events (eg. Xmas Function; Socials; Car camps; Tag-along-Tours)
- ✓ Access to Club Equipment

4.3 FAMILY MEMBER

Family Membership is available to Ordinary Members with children aged between 6 and 14 years of age (both dates inclusive) and on payment of the annual subscription set by the Committee. Family Members are entitled to all rights and privileges of the Club except that children are excluded from holding office and having voting rights at all Club meetings.

4.4 LIFE MEMBER

Life Membership may be granted (on the recommendation of the Committee and by a majority vote by members at an Annual General Meeting or an Extraordinary General Meeting of the Club) to a member that has made an outstanding contribution to the Club. A Life Member is entitled to all rights and privileges of the Club for life. A Life Member is exempted from paying the annual subscription.

4.5 JUNIOR MEMBER

Junior Membership is available to persons between 15 and 17 years of age (both dates inclusive) who do not qualify for Family Membership, but with parental or guardian consent, are eligible for membership on payment of the annual subscription set by the Committee. A Junior Member is entitled to all rights and privileges of the Club but is excluded from holding office and having voting rights at all Club meetings.

4.6 ASSOCIATE MEMBER

Associate Membership is available to persons 18 years of age and over on payment of the annual subscription set by the Committee. An Associate Member is entitled to all rights and privileges of the Club which includes all Club events but is excluded from participating in Club field walking activities unless by paying the prescribed visitor fee for that activity. An Associate Member cannot hold office and is excluded from having voting rights at all Club Meetings. An Associate Member may convert to

Ordinary Membership by payment of the visitor fee for three (3) Club field walks or by increasing the annual subscription payment accordingly.

4.7 TEMPORARY MEMBER (VISITOR)

Temporary Membership (Visitor) is available to all persons* on payment of a visitor fee as set by the Committee. A Temporary Member (Visitor) is a casual day walk visitor and as such is not entitled to the rights and privileges of the Club enjoyed by other members except the right to a guided walk in a safe and caring environment. A Temporary Member (Visitor) is covered within the Club Insurance Indemnity policy.

***persons means, that in the case of children 6 to 14 years of age, parental or guardian participation in the activity apply. In the case of persons between 15 and 17 years of age, parental or guardian permission is required.**

5.0 MANAGEMENT

5.1 As per Clause 3.3, the management of the Club shall be vested in a Committee consisting of President, Vice-President, Secretary, Treasurer and a minimum of two and a maximum of four other members. The positions of Secretary and Treasurer may be undertaken by one person, in which case four members shall be elected.

5.2 All Committee members shall be elected at the Annual General Meeting and will hold office until the next Annual General Meeting. In the event of an officer resigning from the Committee, the remaining Committee members may elect a member to fill the vacancy for the duration of the period of office.

5.3 The retiring President may automatically continue as a full member of the Committee in the role of Vice-President for the following annum, unless circumstances arise which make the intent of this clause untenable for the Committee or the retiring President.

6.0 MEETINGS

6.1 ANNUAL GENERAL MEETING

6.1.1 The Annual General Meeting shall be held within 3 months of the close of the financial year (31st December).

6.1.2 The order of business at the Annual General Meeting shall be:-

(a) Minutes of the previous Annual General Meeting

(b) Presentation of:-

(i) President's Report

(ii) Treasurer's Report

(c) Election of Office Bearers

(d) Appointment of an Auditor

(e) Notices of Motion

(f) General Business

6.1.3 At least fourteen (14) days before the Annual General Meeting a notice of such a meeting and the business to be transacted shall be sent to each financial member by the Secretary. Any accidental omission to give notice to any member shall not invalidate the meeting.

6.1.4 Notices of Motion for the Annual General Meeting shall be in the hands of the Secretary in writing at least twenty eight (28) days prior to the date of such meeting.

6.1.5 Voting by ordinary members at the Annual General Meeting, shall be by a show of hands and by proxy vote. Proxy votes shall be in the hands of the Secretary at least seven (7) days prior to the date of such meeting. All matters shall be decided by a simple majority and in the case of equality of votes the President or Chairman of the meeting shall have a casting vote.

6.1.6 Ten Ordinary Members shall constitute a quorum at the Annual General Meeting.

6.2 EXTRAORDINARY GENERAL MEETINGS

6.2.1 Extraordinary General Meetings shall be called by the Secretary within twenty eight (28) days of receipt of a directive of the Committee or at the written request of five (5) members. Such request to specify the business to be carried out at the meeting.

6.2.2 The notice of the meeting, quorum and method of voting shall be as directed for the ANNUAL GENERAL MEETING.

6.3 COMMITTEE MEETINGS

Committee meetings shall be called as and when required, with four committee members being the quorum.

7.0 EXPULSION OF MEMBERS

Any Member acting in any way jeopardising the safety of Members or Visitors, prejudicial to the interests of the Club, whether ethical or otherwise, may be expelled or suspended from membership for a period not exceeding twelve (12) months by the Committee, provided that any Member so suspended shall have the right to appeal to an Extraordinary General Meeting of the Club. The appeal shall be dismissed if a simple majority of Ordinary Members present, vote for a dismissal of the appeal. Any such vote shall be by secret ballot.

8.0 FINANCE

- 8.1 The financial year shall begin on January 1 and end on December 31 each year.
- 8.2 Annual subscriptions, as set by the Committee, shall fall due on January 1 and be paid no later than 28th February each year for continuing members.
- 8.3 The funds of the Club shall be lodged with such accredited bank or society as the Club may from time to time decide.
- 8.4 Such accounts to be operable on any two of three signatories of the President, Treasurer and one other Committee Member.
- 8.5 The accounts of the Club shall be audited annually by an auditor appointed at the Annual General Meeting.
- 8.6 The statement of Income and Expenditure shall be presented to each Committee meeting and an audited Statement of Accounts to the Annual General Meeting.

9.0 AMENDMENT OF CONSTITUTION AND BY-LAWS

- 9.1 The Constitution and any By-Laws of the Club shall be amended, varied or rescinded at an ANNUAL GENERAL MEETING, or an EXTRAORDINARY GENERAL MEETING, provided that the text of the proposed alteration is included in the Agenda papers.

10.0 NON-PROFIT

The income and property of the Club wheresoever derived shall be applied solely towards the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by any method whatsoever by way of profit to members of the Club provided that nothing herein contained shall prevent the payment in good faith or remuneration to any officers or servants of the Club or to any member of the Club in return for services actually rendered to the Club or for goods supplied in the ordinary and usual course of business.

11.0 COMMON SEAL

The Common Seal of the Club shall be engraved in the name of the Club and kept in the care of the President. The seal shall not be used or affixed to any deed or document except pursuant to a resolution of the Committee and in the presence of the President and two members of the Committee both of whom shall subscribe their names as witnesses.

12.0 DISSOLUTION

- 12.1 The Club may be dissolved by a three-fourths majority of *the Ordinary Members* voting at an *Extraordinary General Meeting* called for that purpose.
- 12.2 If upon winding up or the dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be

distributed among Members but shall be given to some other Association or body having objects similar, wholly or in part, to the objects of the Club, or it shall be paid to some charitable organisation which shall be determined by Ordinary Members of the Club at the time of dissolution or winding up.

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