

GYMPIE CONTRACT BRIDGE CLUB INC.

CONSTITUTION

(NOTE: Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender unless the context clearly indicates otherwise.)

NAME

1. The name of the incorporated association shall be THE GYMPIE CONTRACT BRIDGE CLUB INC. (in these rules referred to as the GCBC).

OBJECTS

2. The objects for which the GCBC is established are:-
 - (1) the promotion, control and advancement of Duplicate Contract Bridge, in Gympie and District;
 - (2) the conducting of card tournaments;
 - (3) the interpretation of the laws of all, or any, of the said game and the settlement of disputes arising in relation thereto;
 - (4) the establishment of premises and maintenance of facilities for the attainment of any of the objects of the GCBC;
 - (5) to enter into contracts and any other legal obligation in order to carry out these objects.

POWERS

3. The powers of the GCBC are:-
 - (1) to subscribe to, become a member of, and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the GCBC provided that the GCBC shall neither subscribe to nor support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the GCBC under or by virtue of rule 30(10);
 - (2) in furtherance of the object of the GCBC to buy, sell and deal in all kinds of articles, commodities and provisions both liquid and solid, for the members of the GCBC or persons frequenting the GCBC's premises;
 - (3) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the GCBC, provided that in case the GCBC shall take or hold any property which

may be subject to any trusts the GCBC shall only deal with the same in such manner as is allowed by law having regard to each trust;

- (4) to enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the GCBC; to obtain from any such Government or Authority any rights, privileges and concessions which the GCBC may think are desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (5) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purposes of the GCBC;
- (6) 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 GCBC, or in or about the GCBC or promotion of the GCBC or in the furtherance of its objects;
- (7) to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the GCBC's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (8) to invest and deal with the money of the GCBC not immediately required in such manner as may from time to time be thought fit;
- (9) to take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
- (10) in furtherance of the objects of the GCBC 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;
- (11) 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 and moneys and further advances borrowed or to be borrowed alone or with others aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the GCBC's property or assets present or future and to purchase, redeem, or pay off any such securities;
- (12) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (13) in furtherance of the objects of the GCBC 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 GCBC;

- (14) to take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance or the purchase price, or any part of the GCBC's property of whatsoever kind sold by the GCBC, or any money due to the GCBC from purchasers and others;
- (15) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the GCBC but subject always to the proviso in sub-rule (3);
- (16) 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 GCBC, in the shape of donations, annual subscriptions or otherwise;
- (17) to print and publish any newspapers, periodicals, books or leaflets that the GCBC may think desirable for the promotion of its objects;
- (18) in furtherance of the objects of the GCBC to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the GCBC and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the GCBC under or by virtue of Rule 30(10);
- (19) in furtherance of the objects of the GCBC 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 GCBC is authorised to amalgamate;
- (20) in furtherance of the objects of the GCBC to transfer all or any part of the property, assets, liabilities and engagements of the GBC to any one or more of the incorporated associations with which the GCBC is authorised to amalgamate;
- (21) to make donations or patriotic, charitable or community purposes;
- (22) 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;
- (23) 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 GCBC.

CLASSES OF MEMBERSHIP

4. (1) The membership of the GCBC shall comprise:-
 - (a) Ordinary members; namely persons who have been proposed as members, accepted by Committee and become financial, shall be deemed as members of the GCBC.
 - (b) Life Members, namely persons approved by the GCBC, who subscribe to annual membership twenty (20) years in advance.
 - (c) Honorary Life Members, namely a member who has given meritorious service to the GCBC and who is elected as such by an annual general meeting on the

recommendation of the Management Committee. Honorary Life Members shall not be obliged to pay any subscriptions.

- (d) Student Members; namely bona fide students under the age of twenty-five (25) years may on application be granted student membership – the fee to be half the annual club rate.
- (2) The numbers of members in each class shall be unlimited.
- (3) Every applicant for any class of membership of the GCBC shall be proposed by one member of the GCBC and seconded by another.
- (4) The application for membership shall be in writing, signed by the applicant and his/her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.

MEMBERSHIP FEES

5. Membership fees:-

- (1) shall be paid by all persons who are approved by the Management Committee, excluding honorary life members;
- (2) shall include:
 - (a) a joining fee; and
 - (b) an annual subscription fee;

The amounts in sub-paragraph (a) and (b) to be determined by the members at any general meeting and;

- (c) an affiliation fee set by the Queensland Bridge Association and the Australian Bridge Federation provided that an affiliation fee shall not be required to be paid by a member or a prospective member who can provide adequate proof that he or she is already paying an affiliation fee to the QBA/ABF through another Australian club;
- (3) shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

REGISTER OF NAMES

- 6. (1) The Management Committee shall cause a Register to be kept in which shall be entered:-
 - (a) the names and residential addresses of all persons admitted to membership of the GCBC and the dates of their admission;

- (b) particulars of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or members at any general meeting may require from time to time.
- (2) The register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

ADMISSION AND REJECTION OF MEMBERS

- 7. (1) **APPLICATION:** At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- (2) **ACCEPTANCE:** Any applicant who received 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 to the class of membership for which they applied.
- (3) **NOTIFICATION:** Upon the acceptance or rejection of an application for any class of membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

TERMINATION OF MEMBERSHIP

- 8. (1) **RESIGNATION**
 - (a) A member may resign from the GCBC at any time by giving notice in writing to the secretary.
 - (b) Such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified on the notice when it shall take effect on that later date.

- (2) **EXPULSION/SUSPENSION**

The Management Committee shall consider whether membership shall be terminated or suspended if a member –

- (a) is convicted of an indictable offence; or
 - (b) infringes any part of this constitution or the rules thereof or any regulation or by-laws made thereunder; or
 - (c) has membership fees in arrears for a period of two (2) months or more; or
 - (d) conducts himself/herself in a manner considered to be injurious or prejudicial to the character or interests of the GCBC.
- (3) **NOTIFICATION**

- (a) The member concerned shall be given a full and fair opportunity of presenting his/her case; and
- (b) if Management Committee resolves to terminate his/her membership it shall instruct the secretary to advise the member in writing accordingly.
- (c) if Management Committee resolves to suspend his/her membership it shall instruct the secretary to advise the member in writing accordingly, stating the commencement date and period of suspension.

APPEALS

9. (1) AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- (a) A person whose application for membership has been rejected or whose membership has been terminated may, within one (1) month of receiving written notification thereof, lodge with the secretary written notice of his/her intention to appeal against the decision of the Management Committee.
- (b) Upon receipt of a notification of intention to appeal against rejection or termination of membership the secretary shall convene, within three (3) months of the date of receipt by the secretary of such notice, a general meeting to determine the appeal.
- (c) At any such meeting the applicant shall be given the opportunity to fully present his/her case and the Management Committee or those members thereof who rejected the application for membership or who terminated the membership subsequently shall likewise have the opportunity of presenting its or their case.
- (d) The appeal shall be determined by the votes of the members present at such meeting.
- (e) Where a person whose application for membership is rejected does not appeal against the decision of the Management Committee within the time prescribed by these rules or so appeals but the appeal is unsuccessful, the secretary shall forthwith refund the amount of any fee paid.

(2) AGAINST SUSPENSION OF MEMBERSHIP

- (a) A member whose membership has been suspended may, within fourteen (14) days of notification of such suspension, appeal against any suspension by lodging written notification of the member's intention to appeal with the secretary.
- (b) Such notification shall be endorsed by a number of ordinary members of the GCBC, which equals no less than double the number of members on the Management Committee plus one.
- (c) On receipt of such notice of intention to appeal, the secretary shall convene within two (2) months a special general meeting of the GCBC to determine the appeal.

- (d) Pending the hearing of the appeal the notice of suspension shall be held in abeyance.
- (e) If the special general meeting, after hearing submissions from all parties concerned, endorses the action of the Management Committee the period of suspension shall take effect as from the date of the special general meeting.
- (f) If the special general meeting, after hearing submissions from all parties concerned, does not endorse the action of the Management Committee, the notice of suspension shall be cancelled.

MEMBERSHIP OF MANAGEMENT COMMITTEE

10. (1) The affairs of the GCBC shall be managed by the Management Committee of the GCBC comprising:-
- (a) The President
 - (b) The Vice-President
 - (c) The Secretary
 - (d) The Treasurer
 - (e) Five (5) other members
- All of whom shall be members of the GCBC.
- (2) At the Annual General Meeting of the GCBC all the members of the Management Committee for the time being shall retire but shall be eligible, upon nomination, for re-election provided that no member shall hold office as president for more than three (3) successive years after which such president shall retire from office and not be eligible for re-election in the same position as president until after the expiration of one further year.
- (3) The election of officers and other members of the Management Committee shall take place in the following manner:-
- (a) Any two (2) members of the GCBC 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 and his/her proposer and seconder, shall be lodged with the secretary at least twenty-eight (28) days before the Annual General Meeting at which the election is to take place;
 - (c) A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted on the notice board or in a conspicuous place in the usual place of meeting of the GCBC for at least fourteen (14) days immediately preceding the Annual General Meeting.
 - (d) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

- (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.

11. Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice on 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.

12. REMOVAL FROM OFFICE

- (1) Any member of the Management Committee may be removed from office by resolution passed at a general meeting of the GCBC by a two-thirds (2/3) majority where that member shall be given the opportunity to fully present his/her case.
- (2) There is no right of appeal against a member's removal from office under this section.

GRIEVANCE PROCEDURE

- 12A (1) This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
- (2) To remove any doubt, it is declared that the grievance procedure can not be used by a person whose membership has been terminated if the rules provide for an appeal process against termination.
 - (3) A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute: a) to the other party; and b) if the other party is not the management committee, to the management committee.
 - (4) If 2 or more members initiate a grievance procedure in relation to the same subject matter, the management committee may deal with the disputes in a single process and the members must choose 1 of the members (also the aggrieved party) to represent the members in the grievance procedure.
 - (5) Subject to rule 12B, the parties to the dispute must, in good faith, attempt to resolve the dispute.
 - (6) If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the association's secretary to refer the dispute to mediation.
 - (7) Subject to rule 12B, if the aggrieved party asks the association's secretary to refer the dispute to mediation under subrule (6), the management committee must refer the dispute within 14 days after the request.

12B GRIEVANCE PROCEDURE NOT CONTINUED IN PARTICULAR CIRCUMSTANCES

- (1) This rule applies if

- (a) a member initiates a grievance procedure in relation to a dispute and the association or association's management committee is the other party to the dispute; or
 - (b) the aggrieved party asks the association's secretary to refer the dispute to mediation under rule 12A(6).
- (2) The management committee does not have to act under rule 12A(5) or (7) if
- (a) the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the management committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or
 - (b) before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party or terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or
 - (c) the dispute relates to an obligation under the Liquor Act 1992 or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the association, or to refuse to serve liquor to the aggrieved party at the premises; or
 - (d) the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute relates to a matter that has already been subject of the grievance procedure.

12C APPOINTMENT OF MEDIATOR

- (1) If a dispute under rule 12A is referred to mediation
- (a) the parties to the dispute must choose a mediator to conduct the mediation; or
 - (b) if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be
 - (i) for a dispute between a member and another member-a person appointed by the management committee; or
 - (ii) for a dispute between a member and the management committee or the association-an accredited mediator or a mediator appointed by the director of the dispute resolution centre.
- (2) An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
- (3) If subrule (2) applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

12D CONDUCT OF MEDIATION

- (1) If a mediator is appointed under rule 12A, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
- (2) Subrule (1) does not apply if the mediator is the director of a dispute resolution centre.
- (3) The mediator
 - (a) must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and
 - (b) must comply with natural justice; and
 - (c) must not act as an adjudicator or arbitrator; and
 - (d) during the mediation, may see the parties, with or without their representatives, together or separately.
- (4) The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under subrule (1)
- (5) The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
- (6) If the mediator can not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

12E REPRESENTATION FOR GRIEVANCE PROCEDURE

- (1) A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure.
- (2) If a party appoints a person under subrule (1) to be the party's representative, the party must give written notice of the appointment to each of the following entities
 - (a) the other party to the dispute;
 - (b) the management committee;
 - (c) if a mediator has been appointed before the party appoints the representative—the mediator.
- (3) A representative who acts for a party at a mediation must
 - (a) have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and

- (b) be authorised to negotiate an agreement for the party.

12F ELECTRONIC COMMUNICATION FOR GRIEVANCE PROCEDURE

Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agrees.

VACANCIES ON MANAGEMENT COMMITTEE

- 13. (1) The Management Committee shall have power at any time to appoint any member of the GCBC 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 quorum number or of summoning a General Meeting of the GCBC, but for no other purpose.

FUNCTIONS OF THE MANAGEMENT COMMITTEE

- 14. (1) Except as otherwise provided by these Rules and subject to resolutions of the members of the GCBC 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 GCBC; and
 - (b) shall have authority to interpret the meaning of these Rules and any matter relating to the GCBC on which these Rules are silent.
- (2) The Management Committee may exercise all the powers of the GCBC –
 - (a) to borrow or raise or secure the payment of money in such manner as the members of the GCBC 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 GCBC in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the GCBC'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 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 GCBC and to provide and pay off any such securities; and

- (c) to invest in such manner as the members of the GCBC may from time to time determine.

MEETINGS OF MANAGEMENT COMMITTEE

- 15. (1) The Management Committee shall meet at least once every calendar month at such time and place as previously decided by the Management Committee, to exercise its functions.
- (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 (1/3) 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) **QUORUM:** At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last general meeting of the members, shall constitute a quorum.
- (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 question shall be deemed to be decided in the negative.
- (5) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the GCBC in which he has a pecuniary interest, of any matter arising thereout, and if he does so vote his vote shall not be counted.
- (6) Not less than seven (7) 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 (10) minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman or if the Vice-President is not present then the members may choose one of their number to be Chairman of the meeting.
- (8) If within half (1/2) an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the 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 and 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 a half (1/2) hour from the time appointed for the meeting, the meeting shall lapse.

SUB-COMMITTEES

- 16. (1) The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the GCBC as the Management Committee thinks fit. Any sub-

committees 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 (10) 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 of the members present and in the case of an equality of votes, the question shall be deemed to be decided in the negative.
17. ALL ACTS done by any meeting of the Management Committee or of a committee or by any person acting as a member of the Management Committee shall, notwithstanding that 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 person had been duly appointed and was qualified to be a member of the Management Committee.
18. (1) A RESOLUTION in writing signed by all the 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.
- (2) Any such resolution may consist of several documents in like form each signed by one (1) or more members of the Management Committee.

ANNUAL GENERAL MEETING

19. (1) The Annual General Meeting shall be held within three (3) months of the close of the financial year.
- (2) A Financial Statement shall be displayed on a public notice board in the club rooms for a period of not less than one (1) week prior to the Annual General Meeting.
- (3) The business to be transacted at the Annual General Meeting shall be –
- (a) the receiving of the President's and/or Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the GCBC for the preceding financial year;
 - (b) the receiving of the auditor's report upon the books and accounts for the preceding financial year;
 - (c) the presenting of the audited statement to the meeting for adoption;
 - (d) the election of members of the Management Committee;

- (e) the appointment of a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants for the preparation of a Financial Statement;
 - (f) the election of two (2) zonal delegates, at least one (1) of whom shall be a member of the Management Committee;
 - (g) the tabling of motions of which notice has been given to the secretary twenty-one (21) days prior to the meeting.
20. AUDITOR: The auditor may be a QBA registered player but shall not be a member of the Management Committee.
21. END OF FINANCIAL YEAR: The financial year of the GCBC shall end on the thirtieth (30th) day of June each year.
22. NOTICE OF MEETINGS: The secretary shall give each member at least twenty-one (21) days notice of the date, time and place of the Annual General Meeting or a Special General Meeting such notice to include the Agenda for the meeting and in the case of the Annual General Meeting in addition the names of members who have been nominated for office.

SPECIAL GENERAL MEETING

23. The Secretary shall convene a Special General Meeting –
- (1) when directed to do so by the Management Committee; or
 - (2) on the requisition in writing signed by not less than one-third (1/3) of the members presently on the Management Committee or not less than the number of ordinary members of the GCBC 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
 - (3) on being given a 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.

GENERAL MEETINGS

24. NOTICE OF MEETINGS
- (1) The Secretary shall convene all general meetings of the GCBC by giving not less than fourteen (14) days notice of any such meeting to the members of the GCBC.
 - (2) The manner by which such notice shall be given shall be determined by the Management Committee; however, notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his/her membership by the Management Committee, shall be given in writing.

- (3) Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

25. QUORUM

- (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.
- (3) If within half (1/2) 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 of the GCBC, shall lapse. In any other case, it shall stand adjourned to the same day in the next week at the same time and 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 (1/2) an hour from the time appointed for the meeting the members present shall be a quorum.
- (4) The President 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 (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

26. PROCEDURE

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 (15) 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 (1) 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) Every question, matter or resolution shall be decided by a majority of votes of the members present, together with absentee votes.
- (4) Every member present and absentee voters shall be entitled to one (1) vote and in the case of an equality of votes, the Chairman shall have a second or casting vote; provided that no member shall be entitled to vote at any general meeting if his/her annual subscription is more than one (1) 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 (1/5) of the members present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two (2) members to conduct the secret ballot in such manner as

he shall determine and 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) Members are entitled to lodge absentee votes on specific issues provided that such votes are in written form, signed by the member and lodged with the secretary prior to the meeting.
- (7) Members may not vote by way of proxy
- (8) MINUTES
 - (a) 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.
 - (b) 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 Management Committee meeting verifying their accuracy.
 - (c) 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.
 - (d) 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

27. 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 GCBC and any by-law may be set aside by a general meeting of members.

ALTERATION OF RULES

28. Subject to the provisions of the Associations Incorporations Act 1981 and amendments to the Act proclaimed on 8 September 1995, these Rules may be amended, rescinded or added to from time to time by –
 - (1) a special resolution carried at any General Meeting; and
 - (2) an application Form 8 (Application to Register an Amendment of Rules) to the chief executive, Office of Fair Trading within one (1) month after the special resolution to have the amendment registered, accompanied by –
 - (a) a copy of the amendment or the complete rules with the amendment clearly shown; and

- (b) a statutory declaration by the GCBC's secretary stating the amendment complies with the Act; and
- (c) the prescribed fee.

COMMON SEAL

29. The Management Committee shall provide for a Common Seal and 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 counter signed 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

30. (1) The funds of the GCBC shall be banked in the name of the GCBC in such bank or permanent building society or other financial institution 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 GCBC and the particulars usually shown in books of a like nature.
- (3) All moneys shall be banked as soon as practicable after receipt thereof.
- (4) All amounts exceeding one hundred dollars (\$100) shall be paid by cheque or by electronic bank payment signed or authorised by any two (2) of the President, Secretary, Treasurer or 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 recoupments 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 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 GCBC 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.

- (19) The income and property of the GCBC 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 GCBC provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him/her to the GCBC or otherwise owing by the GCBC to him/her or of remuneration to any officers or servants of the GCBC or to any member of the GCBC or other person in return for any services actually rendered to the GCBC provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the GCBC or reasonable and proper rent for premises demised or let to the GCBC.

DOCUMENTS

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

DISTRIBUTION OF SURPLUS ASSETS

32. If the GCBC is wound up in accordance with the provisions of the “Associations Incorporation Act 1981” and there remains after satisfaction of all its debts and liabilities any property whatsoever –
- (1) the same shall not be paid to or distributed among the members of the GCBC; but
 - (2) the same shall be given or transferred to some other institution or institutions –
 - (a) having objects similar to the objects of the GCBC; and
 - (b) which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the GCBC under or by virtue of Rule 30(10); and
 - (c) which must be exempt from income tax; and
 - (d) such institution or institutions to be determined by the members of the GCBC.

(As amended 3 September 2024)