



Fig Tree Pocket Equestrian Club Inc.

## ***Constitution***

Effective November 2006

**Note:** *This copy of the constitution includes amendments passed at the Annual General Meeting on 05/12/2003 and registered with the Dept of Fair Trading on 23/03/2004.  
Amendments passed at the AGM on 27/11/2005 and registered with the Dept of Fair Trading on 20/02/2006.  
Amendments passed at the GM on the 30/08/2006 and registered with the Dept of Fair Trading on 09/11/2006.*

**Name:**

1. The name of the incorporated association shall be "Fig Tree Pocket Equestrian Club Inc", in these rules called the Association.

**Objects:**

2. The objects for which the Association is established are:

- (1) To encourage people to ride and to learn to enjoy all kinds of sport connected with horses and riding;

- (2) To provide an environment for instruction in riding and horsemanship: and to instill in members the proper love and care of their animals;

- (3) To promote the highest ideals of horsemanship, citizenship and loyalty thereby cultivating strength of character and self discipline.

**Powers:**

3. The powers of the Association are:

- (1) To take over the funds and other assets and the liabilities of the present unincorporated association known as "Fig Tree Pocket Pony Club".

- (2) To subscribe to, become a member of, and to 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 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 among its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 24(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, 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 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 allowed by law having regard to such trusts;

- (5) 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 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 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 manners, 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 the furtherance of its objects;

(8) 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 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 or control thereof;

(9) To invest and deal with the money of the Association not immediately required in such 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; 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 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 monies 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;

(13) To draw, make, accept, endorse, discount, execute and Issue 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 and others;

(16) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in Sub-rule (4);

(17) To take such steps by personal or written, appeals, public meeting 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 on the Association under or by virtue of Rule 24(10);

(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 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 Members:**

4.(a) The membership of the Association shall consist of:

(1) Ordinary Riding Members, open to persons who have paid the prescribed subscription for that class of membership and who are rider members of the Equestrian Federation of Australia (Queensland Branch) Inc;

(2) Social Members, open to persons who have paid the prescribed subscription for that class of membership;

(3) All classes of membership shall be classified as to Senior Members and Junior Members. Senior Members are persons 18 years of age and over. Junior Members are persons under the age of 18 years;

(4) Junior Riding Members and Junior Associate Members must have a parent or Legal Guardian who is a Senior Member of the Association. *Juniors may not vote and are not eligible for election to management committee positions;*

(5) The Annual General Meeting of the Association may, on the advice and recommendation of the Management Committee, appoint any member or ex-member of the Association as a Life Member of the Association by special resolution, and from after such appointment no further fees shall be payable by such member who shall thereafter enjoy all the privileges, benefits and advantages of any other member of the Association;

(6)A constituent membership shall comprise bodies seeking affiliation on behalf of their membership as a whole provided that the fact that a person is a member of a constituent member does not thereby entitle that person to the privileges of an ordinary member of the Association; an application for constituent membership must be in writing in which the applicant must give an undertaking to observe the rules and by-laws of the Association;

(7a) Each constituent member may appoint a person as its representative who shall be exclusively entitled to receive all notices as would normally be received by the constituent member and who shall be entitled to attend any general or special meeting and to vote in his own name as a representative;

(7b) The appointment of a person as a representative of a constituent member shall be made by memorandum in writing signed by the President and Secretary of the appointing constituent

member, and such memorandum shall be lodged with the Secretary of the Association and take effect at the time of such lodgment.

(7c) Each constituent member may at any time revoke any appointment of a person as the representative and make a fresh appointment, but any such revocation and new appointment shall be by memorandum in writing signed by President and Secretary of the constituent member and take effect as at the time of lodgment of the memorandum of revocation and appointment With the Secretary of the Association;.

(7d) Each constituent member shall be responsible for the acts and omissions of each such representative whose actions shall be deemed to be the acts and omissions of the principal;

(8) The Annual General Meeting or a Special General Meeting or a Management Committee Meeting of the Association may, on the advice and recommendation of the Management Committee, declare and appointment any member or ex-member of the Association or a non-member of the Association as an Honorary Member of the Association, for a specified and limited period of time, and from such appointment no fees shall be payable by such member who shall enjoy all the privileges, benefits and advantages of any other member of the Association provided he or she shall have no voting rights unless elected to the Management Committee.

**Register of Members:**

4.(b) Eligible voting members of the Association shall be Life Members, or Senior Members who have paid their annual subscription. Any members currently on probation, or who have monies outstanding with the association are ineligible.

4.(c) The number of members of each class shall be unlimited.

4.(d) (i) The Management Committee shall cause a register to be kept in which shall be entered the names and addresses of all persons admitted to membership of the Association and the dates of their admission;

(ii) Particulars shall also be entered into the register of resignations, terminations 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;

(iii) The register shall be open for inspection at all reasonable times by any Member who previously applies to the Secretary for such inspection.

4.(e) Any member who brings a horse on to the Association's grounds must be a member of the Equestrian Federation of Australia.

4.(f) The Management Committee will from time to time define the rights, obligations and use of club facilities available to each class of membership.

**Members:**

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 date 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 member held in the unincorporated association. Every member of the Association who prior to his agreeing to become a member of the Association has paid his subscription due on the day of the A.G.M. as a member of the unincorporated association, shall not be liable to pay any further sum by way of annual subscription to the Association for the period prior to the next A.G.M.; (2) Any applicant who receives a majority of the votes of the members of the Management Committee at the meeting at which such application is being considered shall be accepted as a member to the class of membership being applied for.

**Membership Fees:**

6. (1) The membership fees for each class of membership shall be such sum as the Members shall

**Admission  
and Rejection  
of Members:**

from time to time at any General Meeting so determine; The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine;

7. (1) 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; The Management Committee may reject a New Membership for any reason, and is not required to specify the reason for rejection of a new membership.

(2) (i) 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 provisional member for a period of three months to the class of membership applied for.

(2) (ii) 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 probational member for a period of three months to the class of membership applied for. The Management Committee retains the right to extend any new members probation period from three to six months.

(3) (i) 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;

(3) (ii) A New Membership may be terminated during the initial probation period for any breeches as specified following in section 5. The member will be notified by the committee immediately that their probational membership has been terminated, stating the reason/s.

(4) Any 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;

(5) If a Member;

- (i) is convicted of an indictable offence; or
- (ii) fails to comply with any of the provisions of these rules; or
- (iii) has fees/dues in arrears for a period of two months or more; or
- (iv) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association, or which contravene the by-laws for the time being of the Association, the Management Committee shall consider whether his/her membership shall be terminated, or placed on probation.

(6) In the case of termination, the Member concerned shall be given a full and fair opportunity of presenting his case, and if the Management Committee resolves to terminate his membership it shall instruct the Secretary to advise the Member in writing accordingly.

8. (i) A person whose application for membership has been rejected or whose membership has been terminated may, within one month of receiving written notification thereof, lodge with the Secretary written notice of his intention to appeal against the decision of the Management Committee;

(ii) There shall be right of appeal against rejection or termination of membership or termination of renewal of membership. Anyone whose membership was terminated the previous year, may reapply the next year according to the 'New Member' guidelines, but will not be considered to be a Renewing Member.

(iii) Upon receipt of a notification of intention to appeal against rejection or termination of membership the Secretary shall convene, within 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 the membership subsequently

**Membership  
of the  
Management  
Committee:**

shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the vote of the members and may include votes by proxy.

(iv) Where a person whose application is rejected or whose membership is terminated during the initial probation, the Secretary shall forthwith refund the amount of any fee paid.

9. (1) The Management Committee of the Association shall be elected from the Senior Members and shall consist of a President, two (2) Vice Presidents of the Association, a Secretary, and a Treasurer. There may also be a maximum of four additional members of the committee which shall cover additional roles including (but not limited to) agistment manager, rider representative, event coordinator etc), all of whom shall be Members of the Association

Anyone who has held membership with the Association for less than 12 months, or whose membership is on probation at the time of the A.G.M, is ineligible to stand for election to the Management Committee.

(2) At the Annual General Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon notice for re-election. The outgoing committee shall relinquish office immediately, and the new Management Committee elected at the A.G.M. shall commence its term at the close of the AGM.

(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 and his proposer and seconder, shall be lodged with the Secretary at least fourteen days before the Annual General Meeting at which the election is to take place;

(c) A list of the candidates' named 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 seven days immediately before 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 or by absentee shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;

(e) Where a Member of the Association is nominated for more than one position on the Management Committee he/she may only be elected to one position; however in the event of any of the other positions for which they have been nominated being uncontested, he/she may also be appointed to a maximum of one other additional position

(f) 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 from any members who are eligible to stand for election.

(4) The Management Committee may appoint Sub-Committees including, if desired, a Junior Committee from among its members to carry out such duties as directed by the Management Committee, provided that any decisions receive the endorsement of the Management Committee and the Chairman of each Sub-Committee except for the Junior Committee shall have voting rights provided that no person shall have more than one vote;

(5) 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

**Vacancies on  
Management  
Committee:**

notice when it shall take effect on that later date, or such member may be removed from office at a General Meeting of the Association where the Member shall be given the opportunity to fully present his case. The question of removal shall be determined by the vote of the Members present at such a general meeting. There is no right of appeal against a Member's removal from office under this rule.

10. (1) The Management Committee shall have 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 and below a 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 or of summoning a General Meeting of the Association, but for no other purpose;

(3) A member of the Management Committee who fails to attend three consecutive meetings without proper formal notification and without reasonable cause may be deemed to have resigned from the committee and that position shall be deemed vacant.

**Functions of  
the  
Management  
Committee:**

11. (1) Except as otherwise 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 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 if 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 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 a security for any debt, liability or obligation of the Association, and to provide and pay off 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:**

12. (1) The Management Committee shall meet at least once every calendar month 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 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 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 Association shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter in relation thereto, and if he does so vote, his vote shall not be counted. A Member of the Association shall be deemed to be interested in a contract or proposed contract if he is a member or shareholder or otherwise associated with, either directly or indirectly any club, association, company or other organisation which is interested in the contract or proposed contract. If the company is a public listed company, the Member shall only be deemed to be interested if the Member holds greater than 5% of the shares in that company;

(6) 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 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, one of the Vice Presidents shall be chairman or if the Vice Presidents are not present at the meeting then 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 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, 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.

13. (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 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 of 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 equality of votes, the question shall be deemed to be resolved in the negative.

14. All acts done by any meeting of the Management Committee or of a subcommittee 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.

15. 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.



16. (1) The Annual General Meeting shall be held within three months of the close of the financial year;

(2) The business to be transacted at every Annual Meeting shall be -

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

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

(b) General business in the form of written notices of motion appropriate to an Annual General Meeting which have been delivered to the Secretary 14 (fourteen) clear days prior to the A.G.M.;

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

(d) The appointment of an honorary auditor and honorary solicitor.

17. The Secretary shall convene a special general meeting..

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

(b) On the 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 of the Association which equals double the number of members presently on the Management Committee plus one. Such requisitions 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 a notice in writing of an intention to appeal against the decision of the Management Committee to terminate the membership of any person.

18. (1) At any general meeting the number of eligible voting members required to constitute a quorum shall equal 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 eligible voting 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 of or 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 of the Association, 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 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 of 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 adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. (1) The Secretary shall convene all Annual General Meetings of the Association by giving not less than fourteen days notice and any special general meeting of the Association (called as per I 7a, b or c of the Constitution) by giving not less than seven days notice to the members;

(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 the 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.

20. 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 is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, one of the Vice Presidents shall be Chairman, or if the Vice Presidents are not 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) Every question matter or resolution shall be decided by a majority of votes of the eligible voting members present;

(4) Every senior or Associate Member present shall be entitled to one 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 meeting if his 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 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) All votes must be given personally or by proxy. A member has one vote only.

(7) Where a member has lodged an acceptable absentee vote with the Secretary and the vote is for or against a resolution as published in the Notice of Meeting and if, during the meeting the resolution is amended, the Chairman shall have the discretion to count the said absentee vote provided that the Chairman is in no doubt that the intention of the absentee voting member is clear and still applicable to the resolution as amended upon which a ballot is being recorded;

(8) The instrument recording the absentee voters intentions shall be deposited in a sealed envelope or envelopes, signed on the back by the absentee voter with the Secretary or Returning Officer prior to the commencement of any meeting or adjourned meeting.

(9) 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.

10. A Member is not entitled to vote at a general meeting unless all monies due and payable by the member to the Association have been paid.

**By Laws:**

21. The Management Committee may from time to time make, amend or repeal Bylaws provided that the results are not inconsistent with these Rules or the Rules or By-laws of the Pony Club Association of Queensland Inc. and the Equestrian Federation of Australia (Queensland Branch) Inc. for the internal management of the Association, and any By-laws may be set aside by a general meeting of Members.

**Alteration of Rules:**

22. (1) *Subject to the Associations Incorporation Act 1981, these rules may be amended, repealed or added to by a special resolution carried at a general meeting.*

(2) *However and amendment, repeal or addition is valid only if it is registered by the chief executive.*

**Common Seal:**

23. 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 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:**

24. (1) The funds of the Association shall be banked in the name of the Association in such bank 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 a like nature;

(3) All moneys shall be banked as soon as practicable after receipt thereof;

(4) All amounts of twenty dollars or over shall be paid by cheque signed by any two 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 recoupmets 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 Association at the close of that year;

(9) All such statements shall be examined by the Auditor who shall present his 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 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 Association or reasonable and proper rent for premises demised or let to the Association.

**Documents:**

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

**Financial Year:**

26. The financial year of the Association shall close on September 30th in each year.

**Distribution of Surplus Assets:**

27. If the Association shall be 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 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 is imposed on the Association under or by virtue of Rule 24.(10) such institution or institutions to be determined by the Members 'of the Association.

**Instructor:**

28. An Instructor is any Senior Member who has' qualified as an Instructor (and renews such qualification annually) in accordance with the requirements of the Pony Club Association of Queensland Inc or the Equestrian Federation of Australia (Queensland Branch) Inc. and whose appointment and/or renewal has been approved by the Management Committee of' such Association.

**Indemnity of Office Bearers:**

29. Every officer appointed to the Management Committee and every member of the Management Committee may be entitled to be reimbursed out of the funds of the Association against any loss, expense or liability incurred or sustained by him in the beneficial and proper exercise, of his duty. Any moneys paid by way of indemnity to a member or officer of the Association shall be borne primarily out of the funds of the Association.

**Interpretation:**

30. Wherever herein used the word "person" shall include a body corporate, the word "month" shall mean calendar month; references to statutes shall include all statutes amending and consolidating the statutes referred to; words importing the singular number and plural numbers shall be deemed to include the plural and singular number respectively and words importing an any gender shall include the other gender.