

# *Kawasaki Z Owners Club Qld. Inc.*



# *Constitution*



As adopted at the Annual General Meeting, the year starting July 1st, 2012

# **Constitution of the Kawasaki Z Owners Club - QLD. Inc.**

*(Rules of the Kawasaki Z Owners Club - QLD. Inc.)*

## **1. NAME AND LOGO**

*1.1 The name of the incorporated association is **KAWASAKI Z OWNERS CLUB - QLD. INC.** herein-after referred as the "Club".*

*1.2 The logo of the club shall be as shown on Annexure 1.*

## **2. DEFINITIONS**

*2.1 In these Rules/constitution, unless the contrary intention appears –*

- Association means the Kawasaki Z Owners Club - QLD. Inc.*
- committee means the committee of management of the Association;*
- executive Committee means the collective positions of President, Vice President, Secretary, Treasurer and, if also elected, Vice/Assistant Secretary;*
- general meeting means a general meeting of the members convened in accordance with rule 6;*
- annual general meeting "AGM" means the annual meeting called in accordance with these rules and the act*
- member means a member of the Club;*
- non-member means a person who is not a member of the club and may refer to persons who are active in the club without financial membership.*
- rules and constitution have the same meaning and refer to this document;*
- ordinary member of the committee means a member of the committee who is not an office bearer*
- regulations means regulations under the Act;*
- relevant documents has the same meaning as in the ACT;*
- the Act means the Associations Incorporation Act 1981.*

*2.2 In these Rules/Constitution, a reference to the Secretary is a reference to the Public Officer of the Club.*

### **3. AIMS AND OBJECTIVES**

The *aims and objectives* for which **the club** is established are:

- 3.1 To work with other motorcycling bodies.
- 3.2 To promote the Kawasaki "Z" series motorcycle
- 3.3 To promote and improve the public image of motorcyclists.
- 3.4 To assist and be part of national and international Kawasaki "Z" owners clubs and / or associations.

### **4. POWERS**

The powers of the **club** are:

- 4.1 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 association. 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 29(10);
- 4.2 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 associations premises;
- 4.3 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 maybe requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the association, but in case the association shall take or hold any property which may be subject to any trusts the association shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- 4.4 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 association;
- 4.5 To obtain from any such government or authority any rights, privileges and concessions which the association may think desirable to obtain; and to carry out and comply with any such arrangements, rights, privileges and concessions;
- 4.6 To appoint, employ , remove or suspend such managers, clerks, secretaries, employees and other persons as may be necessary or convenient for the purpose of the association;
- 4.7 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 it's objects;
- 4.8 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 associations interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carry out, alteration or control thereof;*

- 4.9** *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;*
- 4.10** *To take, or otherwise acquire, and and hold shares , debentures or other securities of any company or body corporate;*
- 4.11** *In furtherance of the objects of the association to lend and advance money or give credit to any person or body corporate;*
- 4.12** *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;*
- 4.13** *To borrow or raise money either alone or jointly with any other person or legal entity in such a manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured , debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay off any such securities;*
- 4.14** *To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;*
- 4.15** *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 in part of the property and rights of the association;*
- 4.16** *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;*
- 4.17** *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 exception in paragraph **(4.3)**;*
- 4.18** *To take such steps by personal or written appeals, public meetings or otherwise, as may be 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;*
- 4.19** *To print and publish any newspapers, periodicals, books, or leaflets that the association may think desirable for the promotion of its objects;*
- 4.20** *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 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 upon the association under or by virtue of rule 29(10);*

- 4.21** *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;*
- 4.22** *In furtherance of the objects of the association to transfer all or any part of the property, assets, liabilities and engagements of the association to any one or more of the incorporated associations with which the association is authorised to amalgamate;*
- 4.23** *To make donations for patriotic, charitable or community purposes;*
- 4.24** *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;*
- 4.25** *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.*

## 5. MEMBERSHIP

The membership of the **club** shall consist of any of the following classes of members:-

(a) **Ordinary Members (unlimited):**

*Financial members who are natural persons willing to conform with the rules and the constitution of the club.*

(b) **Life Members (limited to ten):**

*The financial members at the AGM shall at their discretion elect one or more Life members per year. Nominations shall be made by unanimous resolution by the committee and will be written on Notice of Annual General Meeting. Life Membership shall be honorary and shall be awarded to those who have rendered five(5) years of outstanding service to the club or motorcycling in general. **Life Members shall have all the privileges of a full financial member.***

(c) **Honorary Members (limited to ten):**

*The financial members at any AGM may elect one or more Honorary members per year. Nominations shall be made by unanimous resolution by the committee and will be written on the Notice of Annual General Meeting. Honorary membership shall only be given to those people (**non members**) who have given outstanding service to the club and / or its aims and principals. **Honorary membership is not available to persons who can qualify for full membership. An Honorary Member is not subject to annual fees, is not eligible to vote or eligible to join the club registration scheme.***

(d) **Social Members (limited to thirty):**

*Social Membership can be obtained by the nomination of two financial members. Social membership must be endorsed at a General Meeting and may be subject to a probationary period. Social members must follow the rules and constitution of the club, they shall not have voting rights or be eligible to stand for office of the club. They shall receive all other membership privileges. They shall wear a patch stating "Social Member". These members*

*shall pay the same fees as full members , and will be encouraged to become full members.*

**(e) Family Members (unlimited):**

***Family Membership can be obtained by the nomination from an ordinary member, Life Member or Social Member. Family Membership is open to spouses, partners, siblings and children. Family members must follow the rules and constitution of the club , they shall not have voting rights or be eligible to stand for office of the club. They shall receive all other membership privileges.***

## **6. MEMBERSHIP APPLICATIONS**

**6.1** *The application for membership shall be made in writing, signed by the applicant and the applicant's proposer and the seconder, and shall be in such form as the management committee from time to time prescribes. (Current method displayed in Annexure 2)*

## **7. MEMBERSHIP FEES**

*The membership fees for each class of membership shall be such as the members shall from time to time at any general meeting so determine.*

**7.1** *The membership fees for each class of membership shall be provided at such time and in such manner as the management committee shall from time to time determine. (Current method displayed in Annexure 2)*

## **8. ADMISSION AND REJECTION OF MEMBERS**

**8.1** *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 there upon determine upon the admission or rejection of the applicant.*

**8.2** *Any applicant who receives a majority of the votes of the members of the management committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.*

**8.3** *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.*

## 9. TERMINATION OF MEMBERSHIP

**9.1** A member may resign from the association at any time by giving notice in writing to the secretary.

**(a)** 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 the later date.

**9.2** If a member:-

**(a)** is convicted of an indictable offence; or

**(b)** fails to comply with any of the provisions of these rules; or

**(c)** has membership fees in arrears for period of two months or more; or

**(d)** conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interest of the association;

the management committee shall consider whether the member's membership shall be terminated.

**9.3** The member **concerned** shall be given a full and fair opportunity of presenting the member's case and if the management committee resolves to terminate the membership it shall instruct the secretary to advise the member in writing accordingly.

**9.4** A right, privilege, or obligation of a person by reason of membership of the Club

**(a)** is not capable of being transferred or transmitted to another person and

**(b)** terminates upon the cessation of membership whether by

**(i)** death; or

**(ii)** resignation; or

**(iii)** failure to pay the annual subscription after the period of time designated in paragraph 9.2 (c)

## 10. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

**10.1** 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 the person's intention to appeal against the decision of the management committee.

**10.2** 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.

**(a)** At any such meeting the applicant shall be given the opportunity to fully present the applicant's case and the management committee or those members thereof who rejected the

*application for membership or terminated the membership subsequently shall like wise have the opportunity of presenting its or their case.*

*(b) The appeal shall be determined by the vote of the members present at such meeting.*

- 10.3** *Where a person whose application 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.*

## **11. REGISTER OF MEMBERS**

- 11.1** *The management committee shall cause a register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the association and the dates of their admission.*

- 11.2** *Particulars shall also be entered into the register of deaths, registrations, terminations and reinstatements of membership and any further particular as the management committee at any general meeting may require from time to time.*

- 11.3** *The register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.*

*(a) details of member's address and phone number shall only be made available with said members's permission.*

## **12. MEMBERSHIP OF MANAGEMENT COMMITTEE**

- 12.1** *The management committee of the association shall consist of a President, Vice President, Secretary, Treasurer, all of whom shall be financial (Full, Life or Honorary) members of the association, and such number of other members as the members of the association at any general meeting may from time to time elect or appoint. **(In addition, area Representatives from appropriate areas in each district shall be appointed by the newly elected committee to organise and promote the Club in their assigned district. Area representation shall be appointed for twelve (12) months by the Management Committee.)***

- 12.2** *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 nomination for re-election.*

- 12.3** *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 association shall be at liberty to nominate any other member to serve as an officer or other member of the management committee;*

*(b) All nominees must be a full financial members for at least one (1) year prior to nominations;*

*(c) the nomination, which shall be in writing and signed by the member and the member's proposer and seconder, it shall be lodged with the secretary at least 14 days before the Annual General Meeting at which the election is to take place;*



*(d) a list of candidates names in alphabetical order, with the proposers and seconders names, shall be posted in a conspicuous place in the office or usual place of meeting of the association for at least seven (7) days immediately preceding the Annual General Meeting;*

*(e) 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;*

*(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.*

**12.4 Any member signing a nomination form or acception election to the Committee accepts that a Committee member:**

*(a) Should attend all meetings of the Club unless prevented by circumstance beyond his / her control and if they are unable to attend, an apology must be sent to the Secretary prior to the meeting; and*

*(b) is in Office until the next Annual General Meeting and intends to fulfil the obligations of that Office for that period; and*

*(c) has read these rules and is familiar with the duties expected of him/her; and*

*(d) shall behave in a manner consistent with the name, aims and objectives of the Club.*

## **13. RESIGNATION AND REMOVAL OF MANAGEMENT COMMITTEE**

**13.1** *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 time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date or such member may be removed from office at a general meeting of the association where that member shall be given the opportunity to fully present the member's case.*

**13.2** *The question of removal shall be determined by the vote of the members present at such a general meeting.*

## **14. VACANCIES ON THE MANAGEMENT**

**14.1** *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.*

**14.2** *The continuing members of the management committee may act notwithstanding any casual vacancy in the management committee, but if and so long as their number is reduced below the number fixed by or pursuant to these rules as the necessary quorum of the management committee, the continuing member or members may act for the purpose of increasing the*

*number of members of the management committee to that number or of summoning a general meeting of the association, but for no other purpose.*

## **15. FUNCTIONS OF THE MANAGEMENT COMMITTEE**

**15.1** *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.*

**15.2** *The management committee may exercise all the powers of the association -*

*(a) To borrow or raise or secure the payment of money in such a manner as the members of the association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the association in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase redeem or pay off such securities and;*

*(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 it's property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the association, and to provide and pay off any such securities and;*

*(c) to invest in such a manner the members of the association may from time to time determine.*

**15.3** *The function of the Office Bearers of the Club are:*

*(a) The President shall be responsible for the overall running and administration of the Club;*

*(b) The Vice President shall be responsible for the overall running and administration of the Club in conjunction with, and/or the absence of the President.*

*(c) The President shall be the Chairperson who will conduct all meetings or if absent, appoint an Acting Chairperson.*

*(d) The Secretary shall keep accurate minutes of all meetings, deal with all incoming and outgoing correspondence, and motions are directed, notify all members of meetings, and keep an accurate record of the names of financial members at meetings. The Secretary shall provide all new members with the appropriate information and property as such determined by the Committee from time to time.(See Annexure 2)*

*(e) The Treasurer of the Club shall collect and receive all monies due to the Club and make all payments authorised by the Club, keep correct accounts and books showing the financial affairs of the Club with full details for all receipts and expenditures connected with the activities of the Club. The accounts and books shall be available for inspection by members at all times. The Treasurer shall be responsible for reporting to the Auditor and other government departments as necessary and that all statutory obligations have been met. The Treasurer shall also be responsible for paying and liaising with the Club's insurance company. Other sub committees or area representatives may, if deemed necessary by the committee, have a separate account, however the Treasurer shall have overall responsibility for all of these accounts.*

*(f) Other sub committee positions roles shall be such as the committee members shall from time to time so determine .(See Annexure 2)*

## **16. MEETINGS OF THE MANAGEMENT COMMITTEE**

**16.1** *The management committee shall meet at least once every calendar month to exercise its functions either in person or by teleconference as is deemed suitable.*

**16.2** *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.*

**16.3** *At every meeting of the management committee a simple majority of a number equal to the number of the members elected and appointed to the management committee as at the close of the last general meeting of the members, shall constitute a quorum.*

**16.4** *Subject as previously provided in this rule, the management committee may meet together and regulate its proceedings as it thinks fit.*

*(a) However, questions arising at any meeting of the management committee shall be decided by a majority of votes and, in any case of equality of votes, the question shall be deemed to be decided negative.*

**16.5** *A member of the management committee shall not vote in respect of any contract or proposed contract with the association in which the member is interested, or any matter arising thereat, and if the member does so vote the member's vote shall not be counted.*

**16.6** *Not less than fourteen days notice shall be given by the secretary to members of the management committee of any special meeting of the management committee.*

*(a) Such notice shall clearly state the nature of the business to be discussed thereat.*

**16.7** *The president shall preside as chairperson at every meeting of the management committee, or if there is no president, or if at any meeting the president is not present within 10 minutes after the time appointed for holding the meeting, the vice-president shall be chairperson or if the vice-president is not present at the meeting then the members may choose one of their*

*number to be chairperson of the meeting.*

**16.8** *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.*

**16.9** *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 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.*

## **17. SUB - COMMITTEES**

**17.1** *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.*

*(a) any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the management committee.*

**17.2** *A sub-committee may elect a chairperson of its meetings.*

*(a) if no such chairperson is elected, or if at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairperson of the meeting.*

**17.3** *A sub-committee may meet and adjourn as it thinks proper.*

**17.4** *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.*

## **18. COMMITTEE ACTS**

**18.1** *All acts done by any meeting of the management committee or of a sub-committee or by any person acting as a member of the management committee shall, notwithstanding that it is afterward 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.*

## **19. RESOLUTIONS**

**19.1** *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 had passed at a meeting of the management committee duly convened and held.*

**19.2** *Any such resolution may consist of several documents in like form, each signed by one or more members of the management committee.*

## **20. INNAUGURAL MEETING**

**20.1** *The first general meeting shall be held at such a 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.*

## **21. ANNUAL GENERAL MEETINGS**

**21.1** *The annual general meeting shall be held within three months of the close of the financial year.*

**21.2** *The business to be transacted at every annual general meeting shall be;*

**(a)** *Confirmation of the minutes of the previous Annual General Meeting;*

**(b)** *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 and;*

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

**(d)** *the election of members of the management committee and;*

**(e)** *the appointment of an auditor; and*

**(f)** *the transaction of any other business that may legally be brought forward.*

**21.3** *Notice of the Annual General Meeting shall be given to all member at least twenty one (21) days prior, stating the date, time and address where the meeting will be held and the agenda including any other business. Notice may be sent or announced:*

**(a)** *via the monthly Newsletter; or*

**(b)** *via electronic mail; or*

**(c)** *via text message; or*

**(c)** *via standard mail if the subclause (a) or (b) or (c) are unavailable*

**21.4** *No other business other than what is stated in the notification of the agenda can be dealt with at the Annual General Meeting.*

**21.5** *The Quorum for an Annual General Meeting shall be all the committee members and double the number of members presently on the management committee plus one.*

## **22. SPECIAL MEETINGS**

**22.1** *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 or;*

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

*23.2 A requisition mentioned in sub-rule (22.1) (b) shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat.*

## **23. GENERAL MEETINGS**

*23.1 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.*

*23.2 No business shall be transacted at any general meeting unless a quorum of member is present at the time when the meeting proceeds to business.*

*(a) For the purpose of this rule - "member" includes a person attending as a proxy or as representing a corporation which is a member.*

*23.3 If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the management committee or the association, shall lapse.*

*(a) 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, members present shall be a quorum.*

*23.4 The chairperson 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.*

*23.5 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.*

*23.6 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.*

## **24. NOTICE OF MEETINGS**

*24.1 The secretary shall convene all general meeting of the association by giving not less than 14 days notice of any such meeting to the members of the association.*

*24.2 The manner by which such notice shall be given shall be determined by the management committee.*

*24.3 However, notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of the member's membership by the management committee, shall be given in writing.*

*24.4 Notice of a general meeting shall clearly state the nature of the business to be discussed.*

## 25. MEETING RULES

### 25.1 Unless otherwise provided by these rules, at every general meeting -

**(a)** the president shall preside as chairperson, or if there is no president, or if the president is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the vice-president shall be the chairperson or if the vice-president is not present or is unwilling to act then the members present shall elect one of their number to be chairperson.

**(b)** The chairperson shall maintain order and conduct the meeting in a proper and orderly manner; and

**(c)** every question, matter or resolution shall be decided by a majority of votes of the members present; and

**(d)** every member present shall be entitled to one vote and in the case of an equality of votes the chairperson shall have a second or casting vote; and

**(e)** however, no member shall be entitled to vote at any general meeting if the member's annual subscription is more than one month in arrears at the date of the meeting; and

**(f)** 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; and

**(g)** The chairperson shall appoint two members to conduct the secret ballot in such a manner as the chairperson shall determine and the result of the ballot as declared by the chairperson shall be deemed to be the resolution of the meeting which the ballot was demanded; and

**(h)** a member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote; and

**(i)** the instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointed attorney duly authorised in writing or if the appointee is a corporation, either under seal or under the hand of an officer or attorney duly authorised; and

**(j)** a proxy may, but need not be a member of the association ; and

**(k)** the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot; and

**(l)** Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit-

**\*\*\*This is a sample form only**

ASSOCIATION:  I,.....of.....being a member of the above named association, hereby appoint.....of....., or failing the member,.....of....., as my proxy to vote for me on my behalf at the (annual) general meeting of the association, to be held on the day of .././..., and at any adjournment thereof.    Signed this.....day of .....(month)....., .....(year).....
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*and*

*(m) the instrument appointing a proxy shall be deposited with the secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and*

*(n) the secretary shall cause full accurate minutes of all questions, matters, resolutions and other proceedings of every management committee meeting to be entered in a book to be open for inspection at all reasonable times by any financial members who previously applies to the secretary for that inspection.*

**25.2** *For the purpose of ensuring the accuracy of the recording of such minutes, the minutes of every management committee meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding management committee meeting verifying their accuracy.*

**25.3** *Similarly, the minutes of every general meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting.*

**25.4** *However, the minutes of any annual general meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting or annual general meeting.*

**26. BY- LAWS**

**26.1** *The management committee may from time to time make, amend or repeal by-laws, now inconsistent with these rules, for the internal management of the association and any by-law may be set aside by a general meeting of members.*

**27. ALTERATION OF RULES / CONSTITUTION**

**27.1** *Subject to the provisions of the "Association Incorporation Act 1981", these rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting.*

**\*\*NOTE:** A SPECIAL RESOLUTION is a resolution passed by a 75% majority of the members present in person and entitled to vote at any general meeting (ie. no proxy votes can be counted). Notice to propose the special resolution must be given in accordance with rule 23 of



these rules. The appropriate Form and Fee must be submitted to the Officer of Consumer Affairs within one month after the general meeting.

**27.2** *Proposed amendments to the Constitution at any General Meeting or an Extraordinary Meeting shall be by notice of motion and shall be lodged in writing with the Secretary at least twenty-one (21) days prior to the Meeting. Any proposed amendments shall be detailed in full on the notice of the Meeting at which they are to be moved, seconded and voted on.*

**27.3** *However, no such amendment, rescission or addition shall be valid unless the same shall have been previously submitted to and approved by the Chief Executive of the Department administering the Act.*

## 28. COMMON SEAL

**28.1** *The management committee shall provide for a common seal for its safe custody.*

**28.2** *The common seal shall only be used by the authority of the management committee and every instrument to which the seal is affixed shall be signed by a member of the management committee and shall be countersigned by the secretary or by a second member of the management committee or by some other person appointed by the management committee for the purpose.*

**\*\*NOTE:** The full incorporation name as it appears on the Certificate of incorporation must appear on the common seal.

## 29. FUNDS AND ACCOUNTS

**29.1** *The funds of the association must be kept in a financial institution decided by the management committee.*

**29.2** *Proper books and accounts shall be kept and maintained either in writing 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.*

**29.3** *All moneys shall be deposited as soon as practicable after receipt thereof.*

**29.4** *All amounts of \$100.00 or over shall be paid by cheque signed by any two of the president, secretary, treasurer, or any other member authorised from time to time by the management committee.*

**29.5** *Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupmen't's which may be open.*

**29.6** *The management committee shall determine the amount of petty cash which shall be kept on the imprest system.*

**29.7** *All expenditure shall be approved or ratified at a management committee meeting.*

**28.8** *As soon as practicable after the end of each financial year the treasurer shall cause to be*

*prepared a statement containing the particulars of -*

*(a) the income and expenditure for the financial year just ended; and*

*(b) the assets and liabilities and of all mortgages, charges and securities affecting the property of the association at the close of that year.*

**29.9** *All such statements shall be examined by the auditor who shall present a 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.*

**29.10** *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 divided, bonus or otherwise by way of profit to or amongst the members of the association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by the member to the association or otherwise owing by the association to the member or of remuneration to any officers or servants of the association or to any member of the association or other person in return for any services actually rendered in the association 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 association or reasonable and proper rent for premises demised or let to the association. (see Annexure 2)*

## **30. DOCUMENTS**

**30.1** *The management committee shall provide for the safe custody of books, documents, instruments of the title and securities of the association.*

## **31. FINANCIAL YEAR**

**31.1** *The financial year of the association shall close on  
June 30th each year.*

## **32. CLUB REGISTRATION PERMITS**

**32.1** *A full financial member can request the Club President to sign their application for Club registration under the Queensland Main Roads Registration Scheme.*

**32.2** *The President will only sign a member's application if:*

*(a) the person requesting the form to be signed is a current financial member; and*

*(b) the bike that they plan to register is either a club compliant bike and/or meets all of Queensland Main Roads criteria; and*

*(c) the person requesting the form to be signed has been a financial full member for at least twelve (12) months; and*

*(d) the President is completely satisfied that the bike and member's application meet all the statutory obligations set out by Queensland Main Roads.*

*(e)the application is processed and approved by the committee before application is presented to Main Roads.*

**32.3** *The Secretary must keep accurate records of Club registrations and make these records available to the committee when requested.*

### **33. CLUB NAME AND PROPERTY**

**33.1** *No member, other person or company shall use the name of the club, or any names and titles registered by law to the club, or any names and titles which the club has possessory rights over in Common Law for the purpose of personal profit or advice, or for the profit of some other company or organisation, or for any other purpose.*

### **34. DISTRIBUTION OF SURPLUS ASSETS**

**34.1** *The association shall be wound up in accordance with the provisions of the association Incorporation Act 1981, and there remains, after satisfaction of all 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 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 29.10, such institution or institutions to be determined by the members of the association.*

Annexure 1.



Annexure 2.

## 6. MEMBERSHIP APPLICATIONS AS OF 2012

*Persons wishing to join the club may*

*(a) apply in person at a general meeting by filling in a written application or*

*(b) print up and post in application form from the Club's official website (for regional members only)*

*(c) Renewal applications for current members only may be filled in online via the Club's official website.*

## 7. MEMBERSHIP FEES AS OF 2012

*7.1 New members applying to join the club are required to:*

*(a) attend 3 events after presenting written application then*

*(b) pay the required fee after acceptance of application by the committee (according to the sliding scale on application form) in person at a general meeting or via direct deposit into Club's bank account with the applicants name as the reference;*

*(c) Regional members only pay fees with application via cheque with the application form or direct deposit into Club's bank account with the applicants name as the reference.*

## FUNCTIONS OF THE MANAGEMENT COMMITTEE AS OF 2012

### 15.3 (d)

*(i) The secretary shall provide all new members with a membership card, a Club T shirt and a Club patch. The secretary shall liaison with the Merchandising Officer to ensure that the merchandise namely Club T Shirt and Club Patch are given in person or posted by mail to the new member.*

*(ii) The secretary shall provide all renewing members with a current membership card with in one (1) month of receiving fees.*

*(iii) The secretary from time to time shall check that members have valid emails for receiving updated correspondence.*

### 15.3 (f)

*Other subcommittee members could be including but not exclusive:*

***(a) Editor - The Editor shall provide, including but not exclusive, a monthly newsletter including sourcing articles of interest, current club news, merchandise available, club events, committee members contact details, and other miscellaneous items. The Editor shall be responsible for delivery via electronic means or postal service of the newsletter.***

***(b) Merchandising Officer - The merchandising officer shall be, including but not exclusive, responsible for merchandise stock levels, sourcing merchandise, cost control of merchandise, liaison with secretary and club members as required to provide required stock to new and current members, and delivery of stock to club and members as required. The merchandising Officer shall be responsible for an accurate stock audit as required however a yearly stock take will be essential to present at the Annual General Meeting.***

***(c) Web Master - The Web Master shall be, including but not exclusive, responsible for the up keep of the Z Owners Queensland Official Web site, updating club events, updating photos from events, adding members to the "members only section", providing information for other websites such as the Face book site, liaison with other members to ensure the other websites are maintained and current, and liaison with required members of the committee for web orders and memberships . The Web master shall be responsible for an accurate report as required however a yearly report will be essential to present at the Annual General Meeting. The Official Z Owners Queensland Website remains the property of KAWASAKI Z OWNERS CLUB - QLD. INC.***

***(d) Property Manager - The Property Manager shall be, including but not exclusive, responsible for the accurate records of Club property, determine the condition of club property and when replacements may be required, maintain club trailer and trailer's registration, and source new items when required. The Property Manager shall be responsible for an accurate report as required however a yearly report will be essential to present at the Annual General Meeting.***

***(e) Assistant Secretary - The Assistant Secretary shall be, including but not exclusive, responsible for providing assistance to the official secretary as required and may be appointed to act as the official secretary in the absence of the official secretary.***

***(f) Mobile Club House Manager- The Mobile Club House Manager shall be, including but not exclusive, responsible for coordinating Club Social events such as the Christmas Party, B B Q's etc , liaison with the hosts of the social events, ensuring Club property required is available and delivered to venue, and overall running and administration of the Club events in conjunction with the Committee. The Mobile Club House Manage shall be responsible for an accurate report as required however a yearly report will be essential to present at the Annual General Meeting.***

***(g) Area Representative / District Liaison Officer - An Area Representative / District Liaison Officer shall be appointed by the Committee and shall be including but not exclusive, responsible for the promotion of the Club, organising events for their district, providing updates to the editor, and other committee members as required, providing accurate records to the treasurer of the funding for events in their district and keeping an accurate record of the members in their district who attend events and meetings. Memberships to the club in districts shall follow the same procedure as listed in paragraph 7 and in annexure 2 under paragraph 7. An Area Representative / District Liaison Officer shall be responsible for the overall running and administration of the District in conjunction with the Committee. All Club property in the Districts shall remain the property of KAWASAKI Z OWNERS CLUB - QLD. INC. An Area Representative / District Liaison Officer shall be***

*responsible for an accurate report as required however a yearly report will be essential to present at the Annual General Meeting.*

*(h) Committee Members - Two ordinary members will be appointed by the Committee to attend Committee Meetings. They shall be responsible to provide a voice for the ordinary members however they have no voting rights at a Committee Meeting.*

## **29 FUNDS AND ACCOUNTS**

### **29.10**

*(a) Personal expenses incurred by committee members or approved by general committee members related to the running of the club shall be reimbursed provided a receipt is presented.*

*(b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two (2) of the President, Vice President, Secretary or Treasurer.*

*(c) No member shall sign a cheque to the credit of themselves and/or a member of their family.*