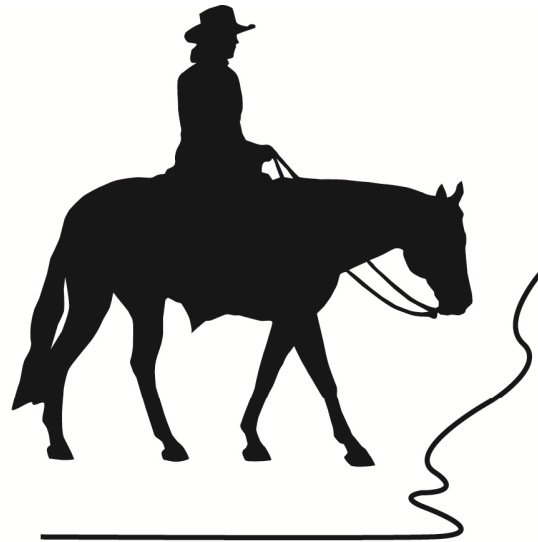


# Constitution of



*Central Coast*  
**QUARTER HORSE**

A S S O C I A T I O N  
Incorporated

## **Agreement between members of the Central Coast Quarter Horse Association**

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### **The background to this agreement is:**

The Members have formed an Association **This agreement is dated 10/06/2014 and is made between the members of the Central Coast Quarter Horse Association** to be known as the Central Coast Quarter Horse Association which they desire to be regulated according to the following terms and conditions.

### **These are the terms of the agreement:**

#### **Definitions**

These definitions apply unless the context requires a different interpretation:

'AGM'	means Annual General Meeting of the Association;
'Association Year'	means the period of year beginning on 1 <sup>st</sup> July 2014
CCQHA	Central Coast Quarter Horse Association
'EGM'	means Extraordinary General Meeting of the Association;
'The Association'	Central Coast Quarter Horse Association
'The Committee'	mean the following Officers, elected by the AGM: the President; the Secretary; the Treasurer and 2 general committee members
'Officer of the Association'	means any member of the Committee;
'The Rules'	means the terms and conditions of this agreement;

## **1 Main objective**

- 1.1 The objects of the Association shall be:
- 1.2 To encourage and promote riding and equestrian activities as a sport and recreation, to promote good fellowship amongst riders of all ages and abilities and to improve and maintain the standard of riding and horsemanship. To promote the Quarter Horse breed within Australia.
- 1.3 to organise instructional meetings, clinics and competitive events and other activities deemed to further the objects;
- 1.4 to organize practical teaching facilities and clinics for members at charges to be agreed between the members and the providers of the facilities or tuition;
- 1.5 to raise funds by promoting fund-raising events such as sponsorship, fund raising days, including raffles and competitions, so however that the funds so raised shall be held on trust for the members of the Association.
- 1.6 to organise the provision of appropriate horses and ponies for members to ride, at charges to be agreed between members and the owners of the horses and ponies; only if agreed by the committee.
- 1.7 to organise Western Performance Activities under appropriate supervision by experienced members;
- 1.8 to be affiliated to the Australian Quarter Horse Association and to support and co-operate with recognized institutions and organizations interested in the breeding and use of horses and ponies;
- 1.9 A waiver must be signed by all members in order to participate in any show/event or you cannot ride on the day.
- 1.10 Any person below the age of 18 years must have the written approval of his parent or guardian to become a member of the Association and to participate in its activities and events.
- 1.11 Further Members may accede to the terms of this agreement in writing.
- 1.12 This agreement is not intended to form a partnership.

The membership of the Club shall be classified as follows:

**(a) SINGLE MEMBERS** – being those members eighteen (18) years of age or older and other than Family members.

**(b) FAMILY MEMBERS** – being those members who are a family.

**(c) JUNIOR/YOUTH MEMBERS** – being those members under the age of eighteen (18) years. No junior/youth members shall be entitled to vote at General meetings of the Club or nominate or be nominated for the Committee.

## **2 Subscriptions**

2.1 A Member's annual subscription shall be such as the Members determine at the AGM.

2.2 All subscriptions shall become due on 1st August in each year or upon joining the Association, if that occurs during an Association Year. Any Member who has not paid his subscription by the due date shall be disqualified from attending any meeting of the Association and from voting until the subscription for that year has been paid.

2.3 The secretary shall keep and maintain a register of members in which shall be entered the full name, address and date of entry of the name of each member and the register shall be available for inspection by members at the address of the secretary.

## **3 Resignation, suspension and expulsion**

3.1 A Member may resign from the Association by informing the Secretary in writing of his intention to do so; so however, that no part of the Member's subscription shall be refundable.

3.2 The Committee shall have the power to suspend for a period not exceeding twelve months or to expel a Member who infringes any of these rules or whose conduct, in any capacity is such, in the opinion of the Committee to be injurious to the good name of the Association or renders him unfit for membership, so however that no Member shall be suspended or expelled without first being given the full opportunity to advance a defence before the Committee and without a vote of at least three quarters of the Committee for the suspension or expulsion.

3.3 No suspended Member shall be elected as an officer of the Association or be entitled to vote at any meeting. No part of a suspended or expelled Member's subscription shall be refundable.

3.4 If the annual subscription of any member shall remain unpaid of two (2) calendar months after it has become due, the member after having a notice of default sent to him by the secretary, may be debarred by a resolution of the Committee from all privileges of membership provided that the Committee may, if it deems fit, re-instate the member and restore his privileges upon payment of all arrears.

3.5 A member may at any time by giving notice in writing to the secretary resign his membership, but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other monies due by him to the Club.

#### **4 Management of the Association**

4.1 Subject to a vote of the membership at an AGM or an Extraordinary General Meeting, the management and control of the Association shall be vested in the Committee which shall meet as required to organize the Association.

4.2 The Chairman's functions shall include setting the procedure for meetings of the Committee.

4.3 The Secretary's functions shall include sending notices to Members and recording the proceedings of AGMs, Extraordinary General Meetings and meetings of the Committee.

4.4 The Treasurer's functions shall include keeping records and accounts of the subscriptions and expenditure of the Association.

4.5 The quorum for Committee meetings shall be 5 Officers and the Chairman shall have a casting vote.

#### **5 Powers of the Committee**

The Committee's powers shall include the following:

5.1 To fill any vacancy on the Committee from existing Members until the next AGM;

5.2 To appoint such sub-committees as they believe necessary and any sub-committee so appointed shall be accountable to the Committee whose Officers shall, subject to a vote of the whole membership, be responsible for making final decisions;

5.3 To retain and hold as property of the Association all sums of money coming into the Association and to bank the funds of the Association. All cheques

drawn by the Association shall be signed by the Chairman and the Treasurer, or by such other officers of the Association as may be authorised by the Committee, so however that all cheques are signed by two Officers;

5.4 To invest sums of money in any prudent manner which the Committee thinks will benefit the Association;

5.5 To permit, unless a contrary direction is given, all Officers to recoup out of pocket expenses authorised by the Committee.

## **6 Annual General Meetings**

6.1 The AGM of the Association shall be held in [June/July] each year for the purpose of:

6.2 receiving the reports of the Committee, any sub-committees and of the Treasurer in relation to the Association's activities since the previous AGM;

6.3 receiving and if thought fit approving the accounts in respect of the preceding financial year;

6.4 fixing the subscriptions, and

6.5 for dealing with any other general business of the Association.

6.6 Fourteen days' notice shall be given of each AGM, including the date, time, place and any special purpose.

6.7 Any Member may raise any matter at the AGM, provided that he has given the Honorary Secretary notice of it by (June 30) in that year.

6.8 The following business shall be transacted at an Annual General Meeting;

6.9 A) The approval of the Minutes of the previous Annual General Meeting and a consideration of any matter arising there-from.

6.10 B) Consideration of the President's annual report, financial statements and auditors report.

6.11 C) Consideration of any notices of motion duly lodged with the secretary.

6.12 D) Election of the officers and general members of the Committee.

## **7 Extraordinary General Meetings**

7.1 An EGM shall be convened by the Honorary Secretary within twenty eight days of receipt by him of a direction by the Committee or of a requisition signed by at least one fifth of the total membership of the Association. Every EGM shall take place not before the giving of fourteen days' notice of the meeting to the Members and the notice shall state the date, time and place as well as the purpose of the meeting.

## **8 Quorum at meetings**

8.1 Any AGM may proceed provided that at least 5 members are present within half an hour of the time specified for the start of the meeting.

### **8.2 ADJOURNMENT**

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 and any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. It shall not be necessary to give notice of an adjournment of the business to be transacted at an adjourned Meeting.

### **8.3 CHAIRMAN**

The President shall preside as Chairman at every General Meeting of the Club, or if there is no President, or he is not present within half an hour of the time appointed for holding the meeting, or is unwilling to act, The Vice-President shall preside as Chairman or if the Vice-President is not present, the members shall elect any other member of the Committee to be Chairman, or if no member of the Committee is present or willing to act, then the members shall elect one of their number to be Chairman of the Meeting. In case of an equality of votes, whether on a show of hands or on a poll, the chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

## **9 Voting at meetings**

9.1 Only fully paid up Members may vote at an AGM or an EGM.

9.2 The Chairman shall have a casting vote at an AGM or an EGM.

9.3 Any vote to carry an amendment of the Rules shall be made by at least two thirds of the Members attending and entitled to vote.

9.4 Except as provided in rule 9.3, a vote shall be carried by a simple majority of those attending and entitled to vote.

## **10 Amendment of the Rules**



These Rules may be amended or revoked:

10.1 By the Members at EGM,

OR

10.2 If the amendment or revocation is proposed by the Committee, by the Members at an AGM.

10.3 Any proposal to amend or revoke these Rules must be given in the notice to convene the meeting.

## **11 Dissolution**

11.1 If the Members vote to dissolve the Association, any surplus funds on a winding-up shall be distributed equally among the Members of the Association as at the date of the vote to dissolve.

## **12 Entire understanding**

12.1 This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty or other term not forming part of this agreement.

## **13 Notices and service**

13.1 Any notice or other information required or authorised by this agreement to be given by any party to another may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address provided for that type of communication.

13.2 Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.

13.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.

13.4 Service of any legal proceedings concerning or arising out of this agreement shall be affected by causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

## **14 Miscellaneous matters**

- 14.1 In this agreement, unless the context requires a different interpretation:
- 14.2 references to the masculine gender include the feminine and references to the singular includes the plural;
- 14.3 the headings in this document are for reference only, and
- 14.4 references to a numbered rule is a reference to the rule bearing the corresponding number in this agreement.
- 14.5 If any term in this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

## **15 Dispute resolution**

- 15.1 In the event of a dispute arising out of or in connection with this agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 15.2 Subject to clause 14(1), if any difference shall arise between any of the parties touching the meaning of this agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

## **16 Successors and assigns**

- 16.1 The obligations under this agreement shall be binding upon the personal representatives of the parties.

## **17 Jurisdiction**

- 17.1 This agreement shall be interpreted according to the Laws of NSW and the parties agree to submit to the exclusive jurisdiction of the NSW courts.

## **18 COMPLAINTS**

18.1 If any member wishes to make any complaint, he shall make such complaint in writing signed by him to the Secretary, who if he shall be unable to deal with such complaint, shall submit it to the Committee whose decision thereon shall be final unless varied or reversed on motion made under this Constitution at an Annual General Meeting of the Club.

## **19 ACCOUNTS AND FUNDS**

19.1 The Committee shall cause true accounts to be kept of all sums of money received and expended by the Club and matters in respect of which such receipt and expenditure take place, and of the assets and liabilities of the Club.

19.2 Except as otherwise provided in these rules, the Treasurer shall keep in his custody or under his control all books, documents and securities of the Club.

19.3 The Committee shall from time to time determine at what times and places, and under what conditions or regulations the accounts and books of the Club or any of them shall be open to inspection by members and no member or any other person shall have the right to inspect any account or book or documents of the Club except as authorised by the Committee or by the Club's General meeting however, the books and accounts shall at all times be open to inspection by the members of the Committee, Auditor and any person appointed by the CCQHA.

19.4 All monies of the Club, unless otherwise authorised by the Committee, shall be lodged in the name of the Club with the Club's bankers for the time being.

19.5 All accounts due by the Club shall be paid by cheque to be signed by the Treasurer and President, or by such other person authorised by the Committee.

19.6 A receipt shall be issued by the Treasurer for all monies received on behalf of the Club.

19.7 All accounts must be passed for payment by the Committee or in so far as authority has been delegated to it by the Finance Sub-Committee, if any.

19.8 The Treasurer shall submit to the Committee every three months, unless otherwise instructed, a statement of receipts and expenditure and outstanding accounts.

19.9 The Annual Financial Statements and Balance Sheets before being presented to the Annual General Meeting shall be audited by the Club's Auditor.

## **20 SOURCES OF FUNDS**

20.1 The funds of the Club shall be derived from entrance fees, annual subscriptions, donations and such other sources as the Committee determines.

## **21 CONTROL OF COMPETITIONS**

21.1 At any practice of competition conducted by the Club the members of the Committee then present shall have the authority of the full Committee for the conduct of that days practice or competition subject to the Committee's right to appoint a special Sub-Committee to control any particular competition and in accordance with any rules of Showing and Performance as required by the CCQHA.

## **22 ANNUAL INSPECTION**

22.1 The Club shall submit to an Annual inspection of its books, records, procedures and conduct of meetings by a representative appointed for that purpose by the CCQHA Ltd.