

CAMPBELLTOWN-LIVERPOOL DISTRICT
PISTOL CLUB INCORPORATED^{Y2543524}
ABN 36 056 461 220

CONSTITUTION

The Campbelltown Liverpool District Pistol Club Incorporated Y2543524

Affiliated with the New South Wales Amateur Pistol Association Incorporated

NAME OF THE CLUB

The name of this Club shall be

Campbelltown Liverpool District Pistol Club Incorporated

Hereinafter called the "Club"

OBJECTIVES

1. Promote amongst its members, target pistol shooting in accordance with the rules of the Club, NSW APA Inc, Target Pistol Australia Inc.
2. Instruct members in the skill of safe and proficient target pistol and or/longarm shooting.
3. Provide training facilities for members who wish to compete in Club, State, National and International competitions. Support all initiatives of members to progress in the sport using club facilities to enable training ,coaching and potential financial support to attend external training and coaching for selected activities.
4. With appropriate Range Approval, the Club may provide for members to participate in matches or practice that require the use of longarm category A and/or B class firearms including miniature cannon.
5. Offer sporting and social facilities as deemed desirable.
6. Allow invited groups the use of club facilities for training and coaching and the promotion of the sport

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Clause 1 INTERPRETATION

In this Constitution, unless there is something in the subject text inconsistent herewith:

“Approved Club” or “Club” means a pistol club and /or longarms Club and attached club approved by the Commissioner of Police for New South Wales.

“Approved Pistol Range” means a shooting range approved as a pistol and or longarms range by the Commissioner of Police.

“Association” means the New South Wales Amateur Pistol Association Incorporated. (NSWAPA).

“By-Laws” are those additional Rules that facilitate the management of the Club without demising any Regulations or the Constitution.

“Commissioner of Police” means the NSW Police Firearms Registry (FAR).

“Committee” means the Committee of Management of the Club.

"Director-General" means the Commissioner for Fair Trading, Department of Finance and Services.

“Firearms Act” means the Firearms Act 1996 as amended.

“Firearms Regulations” means the Regulations under the Firearms Act.

“General meeting” means a meeting which is open to the attendance of every full membership and financial member of the Club.

“ISSF” refers to the International Shooting Sports Federation.

“Target Pistol Australia” (TPA) means Target Pistol Australia Incorporated.

“Rules” includes the Constitution, Regulations and By-Laws, if any.

“Secretary” means any person appointed to perform the duties of Secretary of the Club and includes an Acting Secretary or Assistant Secretary.

Words importing the singular shall include the plural.

Any heading attached to any of these Clauses shall not affect the Constitution or these Clauses.

The provisions of the Interpretation Act 1987, apply to and in respect of this Constitution, in the same manner as those provisions would apply if this Constitution were an instrument made under the Act.

Clause 2 POTENTIAL MEMBERS

1. The Club may offer unlicensed persons the opportunity to participate in the sport of pistol shooting prior to becoming a member of the Club, following State and Federal regulations
2. The Club shall sight and record details of photographic identification provided by the unlicensed person.
3. Such unlicensed persons shall not be permitted to handle or use a pistol unless the Firearms Registry prescribed declaration form for unlicensed persons (P650) or its current equivalent, is completed satisfactorily.
4. The Club shall conduct initial firearms safety awareness and safe handling instruction, prior to the unlicensed person being permitted to handle or use a pistol.
5. The Club shall ensure that an unlicensed person is only permitted to handle and use a pistol or ammunition, at a shooting bay of an approved pistol shooting range, while under the direct supervision, at all times, or as required by NSW Firearms Regulations or by a Club authorised member, who holds a full category H firearms licence.
6. The Club shall ensure that the unlicensed person completes a new Firearms Registry prescribed declaration form for unlicensed persons (P650) or its current equivalent, each time, prior to handling a pistol, or signs the club register, confirming their circumstances have not changed since completing the original declaration form.
7. Unlicensed persons are permitted only to handle and use pistols and ammunition for a maximum period of one month, or some other lesser period as the Club shall decide, prior to applying for Club membership.
8. On application for Club membership, such unlicensed person shall be directed to immediately apply to Firearms Registry for a Probationary Pistol Licence, or a Minor's Target Pistol Permit. They may continue shooting under the provision of the P650 until the issue or rejection of the licence application.
9. All declaration forms completed by unlicensed persons shall be held by the Club for a minimum of Five years (5 Years)

Clause 3 MEMBERSHIP QUALIFICATIONS

A person is qualified to be a member of the Club if:

1. The person is a natural person who currently resides in New South Wales or elsewhere must:
 - (a) Not have been refused or prohibited from holding a firearms license or permit or had a firearms license or permit suspended, cancelled or revoked within the previous ten (10) years unless such suspension, cancellation or revocation has lapsed or been overturned.

- (b) Not have been the subject of a firearms prohibition order.
- (c) Within the last ten (10) years, not have been convicted of an offence involving firearms, weapons, prohibited drugs, robbery, violence, terrorism or of a sexual nature.
- (d) Within the last ten (10) years, not have been the subject of a family law or domestic violence order or a Final Apprehended Violence Order (other than an order that was revoked);
- (e) Never have attempted suicide or self-harm.
- (f) In the past 12 months, not have been treated or referred for treatment for alcoholism, drug dependence or mental illness within the meaning of the *Mental Health Act 2007* or as a mentally disordered person within the meaning of the act subject to an interim apprehended violence order.
- (g) Not be currently subject to a Good Behaviour Bond. *Including a community correction order or a conditional release order if it was imposed in NSW.*
- (h) Not currently subject to an interim Apprehended Violence order. *Interim Apprehended Violence Order means an interim court order or provisional order.*
- (i) Not be currently suffering from any mental illness or other disorder that may prevent them from using a firearm safely.
- (j) Have applied for membership of the Club as provided by Clause 5.
- (k) Have been approved for membership of the Club by the Committee
- (l) Pay the requisite fees.
- (m) Fulfil the obligations of a probationary period as per Clause 4(2), and as required by the Association.
- (n) Fulfil and abide by the Eligibility Rules of the ISSF and/or the requirements of the Association.
- (o) Possess a copy of the Constitution and Range Rules, be familiar with and agree to comply with their contents.

Clause 4 CLASSES OF MEMBERSHIP

The Club consists of Ordinary Members, Probationary Members, Associate Members, Life Members, Junior Members, Rifle, Collector and Special Category Membership

1. FULL PISTOL CLUB MEMBERS. Full Membership

Full members are “H” category holders who actively support the club in Club competitions and events and support the sport of Pistol Target shooting at outside club competitions. Full Members shall be entitled to the full privileges of membership and are liable for payment of all fees and levies.

2. PROBATIONARY MEMBERS

Probationary Members shall be persons who are serving a probationary period before qualifying for membership in any category. Such Probationary Members shall hold a Probationary Pistol Licence or Minor's Target Pistol Permit, and use pistols, only as allowed under the Club rules and Firearms Act, unless they already hold a pistol licence. Probationary Members who hold a Probationary Pistol Licence shall be admitted to the Club under the conditions laid down by the Association and shall participate in Club firearms safety and training courses as specified by NSW Firearms Act and Regulations.

3. ASSOCIATE MEMBERS

Associate Members shall be a person who is a capitated member of another approved Club. Such member shall submit proof of membership of such approved Club and of their capitation with the Association with the application for Associate Membership. Associate Members privileges may not extend to discounts on club goods and any concessions offered to full membership as decided by the committee. Associate members may not hold office nor vote on any matter at any meeting of the Club.

4. LIFE MEMBERS

On the recommendation of the Committee, a member may be elected a Life Member at any general meeting of the Club and shall be elected by a seventy-five (75) percent majority of members present and thereafter be entitled to all the privileges of membership without paying the Annual Membership Fee. They shall be capitated to the Association at Club expense whilst they are holder of a category H Licence.

5. JUNIOR MEMBERS

Junior Members may be admitted to the Club under conditions laid down for such members by the Firearms Act and Regulation. Junior members will pay reduced fees as determined by the committee. Junior capitation fees will be charged until the junior members 18th year and as per NSWAPA and TPA full capitation will then be charged. Junior members will compete for free at all home competitions.

6. RIFLE and/or COLLECTOR MEMBERS (ABG Membership)

Rifle and or Collector only associate membership is available to approved A/B/G Licence holders. Members must hold current applicable category licence and will pay Membership

and Capitation fees as decided by the club. **ABG** members do not hold full CLDPC membership entitlements and cannot hold office or vote at AGM.

ABG members are entitled to attend calendared rifle matches and Collector club meetings

7. SPECIAL CATEGORY MEMBERSHIP

A Special member will be fully capitated through another NSWAPA/PA club. A special member is entitled to use range facilities through a written agreement with CLDPC and the special member's club. A special member does not pay fees directly to the club. Range fees are paid by agreement with the special members club.

Special members may not hold office nor vote on any matter at any meeting of the Club.

Clause 5 APPLICATION FOR MEMBERSHIP

1. The application for membership of the Club shall be made in writing, on the form prescribed by the Committee.
2. An applicant must have submitted two (2) character references from persons who are of or above the age of 18, and are not related to the applicant, and who have known the applicant for at least two (2) years.
3. As soon as practicable after receiving the application for membership, the application will be assessed by members of the executive, which shall determine whether to approve or reject the application.
4. The Committee may at its discretion, refuse an application for membership, without explanation for such refusal.
5. Where it is decided to approve or reject an application for membership, the Secretary shall, as soon as practicable after the determination, notify the applicant of that approval or rejection, and in the case of approval request the sums payable as joining fee and annual membership fee.
6. The Secretary shall, on payment by the applicant of the relevant fees, enter the applicant's name in the Register of Members. Upon the name being so entered the applicant becomes a member of the applicable class.
7. Any member or applicant who is under the age of eighteen (18) years, shall have a declaration signed by their parent or guardian giving consent to such membership, and affirming their responsibility for the conduct of the applicant.

Clause 6 OBLIGATIONS OF MEMBERS

1. A member shall within seven (7) days notify the Club Secretary and the Commissioner of Police of:
 - (a) change of name and/or residential address.
 - (b) purchase, acquisition, sale, disposal, loss or theft of any pistols or longarms held under the provisions of the Firearms Act and Regulations.
2. A member shall take all reasonable precautions to ensure the safekeeping of any pistol held at the place at which they ordinarily reside or the registered 'safe keeping' address. All pistols shall be kept locked in a safe or security cabinet of a type approved by the Commissioner of Police.
3. Pistols licenced under the provisions of the Firearms Act shall be conveyed unloaded, and rendered temporarily incapable of being fired, or shall be kept in a locked container that is properly secured to, or within the vehicle, ammunition shall be kept in a locked container separate from the firearms.
4. Each member of the Club shall make themselves familiar with the applicable provisions of the Firearms Act and Regulations.
5. Each member of the Club shall comply with the provisions of the Constitution, and with any resolutions on policy and conduct set by the Committee in accordance with the provisions of the Constitution.
6. It is the responsibility of the legal guardian or the class H licensed person who transports a junior member to the range, to ensure that all firearms regulations pertaining to the holder of a Minor's Target Pistol Permit are followed.
7. Any member who fails to comply with the provisions of Clause 6, shall be liable to discipline as provided for by the Constitution.

Clause 7 REGISTER OF MEMBERS

The Secretary shall:

1. Establish and maintain a Register of Members of the Club in a durable, reproducible or 'backed up' computer file(s) and in a secure manner.
2. Record in the Register the full name, postal and residential address, date of birth, date of joining, Firearms Licence number.
3. Record in such Register, along with the name of each member, the category of pistols owned by the member, (Air pistol, Rimfire, Centrefire or Commissioners Permit) and for which the member holds a licence.
4. Produce such Register of Members for inspection at any reasonable time, on demand by any authorised member of the Police Force, or by any person authorised by the Association.

5. The register must be kept in New South Wales:
 - (a) Securely at the main premises of the Club, or
 - (b) Securely at the Club's official address or
 - (c) Securely in the custody of the Club Secretary or
 - (d) Securely at an address approved by the Committee.
6. A member is entitled to inspect his records upon request, free of charge, at any reasonable time.

Clause 8 REGISTER OF COMMITTEE MEMBERS

1. The Club shall keep a register of Committee members.
2. The register must be kept in a durable, reproducible, or 'backed up' computer file(s) and in a secure manner and contain the following particulars of each member:
 - (a) the Committee member's name, date of birth, postal and residential address,
 - (b) the date on which the Committee member takes office,
 - (c) the date on which the Committee member vacates office,
 - (d) such other particulars as may be prescribed by the Associations Incorporation Regulations.
3. The register must be kept in New South Wales
 - (a) Securely at the main premises of the Club, or
 - (b) Securely at the Club's official address or
 - (c) Securely in the custody of the Club Secretary or
 - (d) Securely at an address approved by the Committee.
4. Any change in the Committee's membership must be recorded in the register within one month after the change occurs.
5. The register shall be re-established after each AGM and the NSW Firearms Registry (Clubs) and the Association notified of the current Committee.

Clause 9 REGISTER OF ATTENDANCE

1. The Club Scorer, Secretary or Captain shall keep a register of the attendance of members at Club fixtures.
2. Such register shall be kept in a durable and reproducible form or 'backed up' computer file(s), and shall include the date, the member's name, and the member's signature,
3. A record of the members attendance at club matches is to be kept in a durable and reproducible form or 'backed up' computer file(s), and shall include the date, the member's name, the match and the match score

4. The Committee may rule that any attendance by a member is not a bona fide attendance.

Clause 10 FEES SUBSCRIPTIONS, ETC

1. A member of the Club shall, upon being accepted for membership, pay the Club Joining Fee and all associated fees as determined by the Committee.
2. In addition to any amount payable by the member under subclause 1, a member of the Club shall pay to the Club an Annual Membership Fee as determined by the Club at a general meeting on the recommendation of the Committee.
3. The Annual Membership Fee (including Annual Association Capitation Fees) is due and payable no later than the thirty first (31st) May each year.
4. Any member, whose Annual Membership Fees or levies are unpaid on the due date, (subject to a decision by the Committee) shall cease to be a member and their name shall be deleted from the Register of Members of the Club, but may be replaced by the Committee upon available vacancy and a payment of all arrears, including a further Joining Fee if so deemed.
5. The Committee shall determine the Annual Membership Fee and Joining Fee for the various classes of membership.
6. A person joining under Full Membership after August 1st will be entitled to pay a pro-rata amount of club fees in addition to the Joining Fee and Capitation.
7. Associate and ABG membership fees are not Pro-Rata and the full amount is due at time of joining
8. Notwithstanding dot points 3 and 4 above, a member may petition the committee in writing to enter alternative payment arrangements.
 - a) The committee will have the authority to vary the membership payment terms for any member who requests such variance
 - b) The committee may vary the payment arrangements as it believes appropriate. This may include but not be limited to a reduction in membership fees or entering an arrangement for progressive payments. Provided
 - i. Any variance to payment terms are finalised before the start of the following membership period, and
 - ii. The total value of any varied payment does not exceed the ordinary membership fee that would have been paid if made by the due date
 - c) A member who requests alternative payment arrangements may be entered into the register of members for the next membership period without payment and will continue with the same membership privileges until the Committee has decided on the request
 - d) The Committee will advise the member in writing as soon as practical.
 - e) If the committee rejects the application for a variance, the member will have until the due date or 30 calendar days from date of notification (whichever is the latter) to finalise any outstanding fees.

- f) If the Committee accepts the application for variance
 - i. The member will remain a member of CLDPC whilst ever they are compliant with the payment terms
 - ii. The Committee may rescind the membership of any person who is delinquent in payment terms compliance.

Clause 11 LEVIES

1. The Committee may impose levies on all members not exceeding FIFTY dollars (\$50) per member per annum in any one year. Notwithstanding, the Club ,in a general meeting may authorise the imposition of levies more than this amount.
2. When imposing a levy, the Committee shall state the purpose of the levy and the due date for payment.
3. If a levy is unpaid after the due date, the Committee may declare all defaulting members non-financial, and action shall be taken in accordance with Clause 10(4).

Clause 12 MEMBERS' LIABILITIES

The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the member in respect of membership of the Club as required by Clauses 10 and 11.

Clause 13 CESSATION OR RESIGNATION OF MEMBERSHIP

1. A person ceases to be a member of the Club if the person dies, resigns that membership, requests a transfer to another NSWAPA affiliated Club, is expelled from the Club, or is subject to Clause 10(4) or Clause 13(3).
2. A member may be expelled or have membership cancelled from the club following a conviction or charge that has their firearms licence cancelled or revoked by Firearms registry or such authority
3. A member may at any time, by giving notice in writing of at least one (1) month (or such lesser period as the Committee may determine), to the Secretary, resign his membership of the Club, but shall continue to be liable for any annual subscription or other moneys due and unpaid at the date of his resignation.
4. Where a member of the Club ceases to be a member or requests a transfer to another NSWAPA or PA affiliated club, the Secretary shall make an appropriate entry in the Register of Members to record the date on which the member ceased to be a member and notify the

NSWAPA via a 'Member Notification Form' (MNF) with the details and if a transfer is requested provide the member with a 'Transfer Form'.

Clause 14 MEMBERSHIP NOT TRANSFERABLE

A right, privilege or obligation, which a person has by reason of being a member of the Club, is not capable of being transferred or transmitted to another person and terminates on cessation of the person's membership.

Clause 15 INFRINGEMENT OF RULES AND DISCIPLINING OF MEMBERS

1. If a member of the Club is convicted of an offence referred to in Clause 3 of this Constitution, the Secretary shall, as soon as practicable after being made aware of that conviction, take such action as is reasonable within their capacity to prevent the member from participating in any activity of the Club that involves the possession or use of a pistol. This action can be referred to clause 13(2)
2. The Committee shall have the power to discipline any member who has refused or neglected to comply with the provisions of the Constitution or has wilfully acted in a manner prejudicial to the interests of the Club.
3. The Range Official shall have the authority to warn or report to the Committee, any infringement of safety rules or misconduct on the range, and shall have the power, on having warned the competitor, member or visitor, twice for the same infringement, to suspend the competitor, member or visitor, from participating in any further activities or competition until such time as their case may be brought before and decided upon by the Committee.
4. A complaint may be made to the Committee by any member of the Club to the Secretary, acquainting them with the circumstances that give rise to such complaint.
5. The Committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious.
6. If the Committee decides to deal with the complaint, the Committee:
 - (a) must cause notice of the complaint to be served on the member concerned, and
 - (b) must give the member at least fourteen (14) days from the time the notice is served, within which to make written submissions to the Committee in connection with the complaint, and
 - (c) must take into consideration any submissions made by the member in connection with the complaint, and
 - (d) may call upon the member to appear before the Committee to answer such charges as may be laid against the member.

- (e) the member is not entitled to have legal representation at the meeting with the Committee.
 - (f) may direct if the complaint is in respect to the management of the Club and/or range. The Committee as part of its deliberation may require the complainant to be present to provide additional information.
- 7. If the Committee is satisfied that the facts alleged in the complaint have been proved, the Committee may, by resolution, fine, suspend, expel or otherwise discipline the member.
- 8. Any member so disciplined under subclause 7, shall be notified in writing by the Club Secretary as to the action being taken within seven (7) days of such penalty being imposed.
- 9. The disciplinary action does not take effect until the expiration of the period within which the member is entitled to appeal against the resolution, or unless the Club confirms the resolution under Clause 16, whichever is the later.

Clause 16 RIGHT OF APPEAL OF DISCIPLINED MEMBER

- 1. A member may appeal to the Club at a general meeting against a resolution of the Committee under Clause 15 within fourteen (14) days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.
- 2. On receipt of the notice from a member under subclause 1, the Committee shall convene a general meeting of the Club to be held within twenty-eight (28) days after the date on which the Secretary received the notice.
- 3. At a general meeting of the Club convened under subclause 2,
 - (a) no business other than the question of the appeal is to be transacted, and
 - (b) the Committee and the member must be given the opportunity to state their respective cases orally or in writing, or both.
 - (c) and the member is not entitled to have legal representation at the general meeting.
 - (d) the members present shall vote by secret ballot on the question of whether the appeal should be upheld and any disciplinary action rescinded.
 - (e) Proxy votes shall not be permitted
- 4. The appeal is to be determined by a 2/3 majority of the votes cast.
- 5. If the resolution is not confirmed, the penalty shall be revoked.

Clause 17 RESOLUTION OF DISPUTES

- 1. A dispute between a member and another member (in their capacity as members) of the Club are to be referred to the Club Committee for mediation.

2. A dispute between a member or members and the Club are to be referred to the Association for mediation.

Clause 18 THE COMMITTEE

1. The Committee shall be called the Committee of Management of the Club and subject to the Act and Regulations, this Constitution and to any policy of the Club or resolution passed by the Club in a general meeting.

The Committee:

- (a) shall manage the affairs and welfare of the Club and any associated Sub Club.
 - (b) may exercise all such functions as may be exercised by the Club, other than those functions that are required by this Constitution to be exercised by a general meeting of members of the Club.
 - (c) has the power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the welfare of the Club.
 - (d) shall ensure that a member whose licence has been revoked or suspended does not, while the revocation or suspension remains in force, possess or use a pistol on any shooting range or other premises of the Club.
 - (e) shall inform the Commissioner of Police, if it is of the opinion that any person who is a member of the Club, or who has applied to be a member of the Club, may pose a threat to public safety (or a threat to the person's own safety) if in possession of a pistol.
2. The Committee shall consist of:
 - (a) the Office Bearers of the Club and
 - (b) at least Five (5) Committee persons, each of whom is to be elected at the Annual General Meeting in accordance with Clause 20.
3. The Officers of the Club shall be:
 - (a) the President
 - (b) the Vice-President
 - (c) the Secretary
 - (d) the Treasurer
 - (e) Assistant Treasurer
 - (f) the Captain
 - (g) the Vice-Captain/s
 - (h) the Scorer
 - (i) and not more than five (5) Committee persons.
4. Each member of the Committee shall, subject to this Constitution, hold office until the conclusion of the Annual General Meeting following the date of the members election, and shall be eligible for re-election.
5. In the event of a casual vacancy occurring in the membership of the Committee, where the member has resigned or died causing the Committee not to have a quorum to hold a meeting, the Committee may appoint a member of the Club to fill the casual vacancy and the member so appointed shall hold office subject to this Constitution, until the conclusion of the Annual General Meeting following the date of the appointment.

6. No member should hold more than one position on the Committee.

Clause 19 OFFICERS BEARERS OF THE CLUB

1. President
 - (a) There shall be one President.
 - (b) The President is the senior executive officer of the Club.
 - (c) The President shall be a member ex-officio, of all regular and special committees.
2. Vice-President
 - (a) There shall be one Vice-President.
 - (b) They shall accept the full responsibilities of the President, in the absence or at the request of the President.
 - (c) They shall carry out any other duties given him by the President.
3. Secretary
 - (a) There shall be one Secretary.
 - (b) They shall within fourteen (14) days, lodge with the Association any change of name and/or address of the President, Secretary or Captain.
 - (c) They shall keep minutes of all proceedings at Committee meetings and general meetings of the Club, including all appointments of office-bearers and members of the Committee, and the names of members of the Committee present at a Committee meeting, or names of members present at a general meeting.
 - (d) They shall ensure that the minutes of proceedings at a meeting shall be recorded and be available to all club members.
 - (e) They shall keep a record of all correspondence on behalf of the Club.
 - (f) They shall be a member ex-officio, of all regular and special committees.
 - (g) They shall submit, to the Commissioner of Police, in the approved form, an annual return relating to Club membership, certifying in each annual return that each current Club member has complied with the participation requirements and at the same time notify any change in the membership of the Club, or any change in the personal details of a Club member that has been notified to the Club.
 - (h) They shall, within seven (7) days, notify the Commissioner of Police and the Association of the resignation, cancellation or suspension of membership, transfer, or death of a member of the Club.
 - (i) They shall fulfil all duties and obligations imposed on the Secretary by virtue of the Firearms Act, and such other duties as laid down in this Constitution.
 - (j) They shall appoint a member of the Club to act as Secretary in his absence. Such appointment to be made in writing and acknowledged in writing by the person so appointed.
 - (k) They can appoint an assistant, who can be an ordinary club member but does not hold a position within the committee.
5. Treasurer
 - (a) There shall be one Treasurer.

- (b) The Treasurer shall be responsible for all financial matters of the Club, and custody of books of account.
 - (c) They shall ensure that all payments authorised by the Club are made.
 - (d) They shall ensure that correct books of account are kept, showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.
 - (e) They shall, at the Annual General Meeting, deliver a financial statement covering the financial year immediately preceding that Annual General Meeting
6. Assistant Treasurer
- (a) An assistant treasurer will take on all tasks of the treasurer in their absence
 - (b) The assistant Treasurer will have access to banking for the purpose of the role
 - (c) The assistant treasurer will only act under the request of the Treasurer, President or secretary.
7. Captain
- (a) There shall be one Captain.
 - (b) They shall have charge of all the ranges of the Club.
 - (c) They shall be responsible for the conduct of all competitions in accordance with the rules of the Club, the Association and Pistol Australia or the matches of other controlling bodies.
 - (d) They shall be responsible for the observance of all safety precautions on the ranges of the Club.
 - (e) They shall be responsible for the instruction of all members in the skill of target pistol shooting and longarms shooting where applicable.
 - (f) They shall appoint such Range Officials as deemed necessary for safe conduct on all ranges of the Club. Such Range Officials shall perform any other duties as directed.
7. Vice-Captain/s
- (a) There shall be one or more Vice-Captains
 - (b) They shall accept the responsibilities of the captain, in the absence or, at the request of the captain.
8. Scorer
- (a) There shall be one Scorer.
 - (b) The Scorer shall record the scores of all Club, inter-club competitions or practice in which Club members participate.
 - (c) They shall maintain a grading record in accordance with the Association requirements.
 - (d) They shall ensure that the correct grading is recorded in the member's grading card.

Clause 20 ELECTION OF OFFICERS

- 1. Officers of the Club shall be elected at the Annual General Meeting.
- 2. A candidate shall be deemed to be elected if the candidate achieves the highest number of votes for the nominated office.

3. A person nominated as a candidate for election as an office-bearer or as an ordinary committee member must be a financial member of the Club and hold a current NSW class H firearms licence
4. Nominations of candidates for election to the Committee of Management may be received in writing, or verbally at the Annual General Meeting up until voting commences. Such nominations must be accepted by the nominee either verbally or in writing at the same time.
5. Written nominations shall be received by the Secretary seven (7) days prior to the date fixed for the holding of the Annual General Meeting.
6. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
7. If the number of pre-nominations received is insufficient to fill all the vacancies, the candidates nominated are deemed to be elected and further nominations called at the meeting.
8. If the number of nominations received exceeds the number of vacancies to be filled, a secret ballot shall be held.
9. If insufficient further nominations are received, any positions remaining on the Committee shall be deemed to be casual vacancies, to be filled in accordance with Clause 21.
10. All committee members shall be affiliated with NSWAPA and Pistol Australia (PA).
11. All voting shall be in person or by proxy. Proxy votes permitted see Clause 39

Clause 21 CASUAL VACANCIES

1. For this Constitution a casual vacancy in the office of a member of the Committee occurs if the member:
 - (a) ceases to be a member of the Club.
 - (b) Dies.
 - (c) becomes an insolvent member under administration within the meaning of the Corporations law of the Commonwealth.
 - (d) resigns office by notice in writing given to the Secretary.
 - (e) is removed from office as per Clause 22.
 - (f) becomes a mentally incapacitated person.
 - (g) is absent without the consent of the Committee from three (3) consecutive scheduled meetings of the Committee.
 - (h) is convicted of an offence involving fraud or dishonesty.
 - (i) is prohibited from being a director of a company under the Corporations law of the Commonwealth.
 - (j) is a vacancy created by insufficient nominations at the Annual General Meeting.

2. A casual vacancy may be filled in accordance with Clause 18.5

Clause 22 REMOVAL OF A COMMITTEE MEMBER

1. Any committee member not attending three (3) consecutive scheduled Committee meetings without having an approved "leave of absence" shall be deemed no longer a Committee member and the position may be filled in accordance with Clause 18.5.
2. The Club in a general meeting may by resolution remove any member of the Committee from office, before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of the member so removed.
3. Where a member of the Committee to whom a proposed resolution referred to in subclause 2 relates, makes representations in writing to the Secretary or President (not exceeding a reasonable length) and requests that the representations be notified to the members of the Club, the Secretary or the President may send a copy of the representations to each member of the Club or, if they are not sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.
4. At the general meeting so called, a secret ballot shall be conducted requiring a 2/3 majority to confirm the resolution.

Clause 23 COMMITTEE MEETINGS AND QUORUM

1. The Committee shall meet at least bi-monthly or as required in each period of twelve (12) months, at such place and time as the Committee may determine.
2. Additional meetings of the Committee may be convened by the President or by any three (3) members of the Committee.
3. A notice of a meeting of the Committee shall be given by the Secretary to each member of the Committee at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Committee) before the time appointed for the holding of the meeting by oral, written or by electronic means.
4. Notice of a meeting given under subclause 3, shall specify the general nature of the business to be transacted at the meeting and no business other than that business to be transacted at the meeting, except business which the Committee members present at the meeting unanimously agree to treat as urgent business.
5. Sixty (60) percent of members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.

6. No business shall be transacted by the Committee unless a quorum is present and if within half an hour of the time appointed for the commencement of the meeting a quorum is not present, the meeting stands adjourned to the same place and at the same hour of the day in the following week.
7. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.

Clause 24 APPOINTMENT OF MEMBER AS COMMITTEE MEMBERS TO CONSTITUTE A QUORUM

1. If at any time the number of Committee members is less than the number required to constitute a quorum for a committee meeting, the existing Committee members may appoint enough members of the club as Committee members to enable the quorum to be constituted.
2. A member of the committee so appointed is to hold office, subject to this constitution, until the Annual General Meeting next following the appointment.
3. This clause does not apply to the filling of a casual vacancy to which clause 21 applies

Clause 25 USE OF TECHNOLOGY AT COMMITTEE MEETINGS AND ELECTRONIC VOTING

1. A Committee meeting may be held at 2 or more venues using technology approved by the Committee that gives each of the members a reasonable opportunity to participate
2. A Committee member who participates in a meeting using that technology is taken to be present and if the member votes, is taken to have voted in person.
3. Any motions put to the whole committee via email or other electronic technology is taken as if presented in person and email voting and representation is to be taken as if the person was present. The motion will remain open until either a majority has been reached or seven (7) days from the initial email motion.

Clause 26 DELEGATION BY COMMITTEE TO SUB-COMMITTEE

1. The Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the Club as the Committee thinks fit) the exercise of such functions of the Committee as are specified in the instrument, other than:
 - (a) this power of delegation.
 - (b) a function which is a duty imposed on the Committee by the Associations Incorporation Act or by any other law.
2. A function, the exercise of which has been delegated to a sub-committee under this Clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

3. A delegation under this Clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
4. Despite any delegation under this Clause, the Committee may continue to exercise any function delegated.
5. Any act or thing done or suffered by a sub-committee acting in exercise of a delegation under this Clause has the same force and effect as it would have if it had been done or suffered by the Committee.
6. The Committee may, by instrument in writing, revoke wholly or in part any delegation under this Clause.
7. A sub-committee may meet and adjourn as it deems appropriate.
8. All sub-committee's appointments will be terminated at the next Annual General Meeting and may be reappointed by the incoming committee when it meets.

Clause 27 VOTING AND DECISIONS

1. Questions arising at a meeting of the Committee or sub-committee appointed by the Committee shall be determined by a majority of the votes of members of the Committee or sub-committee present at the meeting.
2. Each member present at a meeting of the Committee or of any sub-committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote to uphold the status quo.
3. Subject to Clause 23(5) the Committee may act despite any vacancy on the Committee.

Clause 28 INDEMNITY

The officers of the Club, and members of appointed sub-committees, shall be indemnified by the Club against all actions, suits, claims, demands, costs, damages and expenses which such person may incur, suffer or be liable to for any reason, or as a result of any contract entered into, or by any act or deed done by him in the proper discharge of his duties, or in any way relating thereto, except as may happen through his negligence or default.

Clause 29 POLICY OF THE CLUB

1. Subject to this Constitution, the Committee is empowered to make, repeal and amend resolutions on matters of policy and conduct, as they may from time to time consider

necessary for the welfare of the Club. Such resolutions, repeals and amendments shall have effect until otherwise determined by the Committee or general meeting.

2. Any resolutions on matters of policy or conduct, made under this Constitution shall come into force and be duly operative upon the posting of an appropriate notice on the Notice Board of the Club.

Clause 30 NOTICE OF GENERAL MEETING

1. The Secretary shall, at least twenty-one (21) days before the date fixed for the holding of a general meeting, cause to be sent by prepaid post or electronic means to each member at the member's postal or electronic address appearing in the Register of Members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
2. No business other than that specified in the notice convening a general meeting shall be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted pursuant to Clause 29.
3. A member desiring to bring any business before a general meeting, must give notice in writing or electronic means of that business to the Secretary who shall include that business in the notice calling the next general meeting.

Clause 31 ANNUAL GENERAL MEETING

1. The Club shall, in each calendar year within the period of six (6) months after the expiration of each financial year of the Club, convene an Annual General Meeting of its members.
2. The Annual General Meeting of the Club shall, subject to the Associations Incorporation Act and this Constitution, be convened no later than the month of August each year.
3. An Annual General Meeting shall be specified as such in the notice convening it.
4. Twenty-one (21) days clear notice in writing by prepaid post or electronic means of the Annual General Meeting shall be given to all members; to be sent to each member at the member's address appearing in the Register of Members, such notice to specify the place, date and time of the meeting and Agenda.
5. In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall be:
 - (a) To confirm the minutes of the last Annual General Meeting and of any Extraordinary General Meeting held since that meeting.
 - (b) To receive from the Committee reports on the activities of the Club during the last financial year.
 - (c) To elect office bearers of the Club and ordinary members of the Committee.

- (d) To receive and consider the financial statement which gives a true and fair view of the income and expenditure, the assets and liabilities, the mortgages, charges and other securities affecting the Club, as of the last financial year.
 - (e) Annual membership fees.
- 6. If the Annual General Meeting has not been called by the end of August in any year, twenty-five (25) percent of the members may convene and conduct an Annual General Meeting.
 - 7. The Annual General Meeting convened by members as referred to in subclause 6 shall be convened as nearly as is practicable in the same manner as Annual General Meetings are convened by the Committee and any member who thereby incurs expenses of convening, is entitled to be reimbursed by the Club.

Clause 32 EXTRAORDINARY GENERAL MEETING

- 1. The Committee may, whenever it thinks fit, convene an Extraordinary General Meeting of the Club.
- 2. The Committee shall, on the requisition in writing of not less than twenty-five (25) percent of members, convene an Extraordinary General Meeting of the Club.
A requisition of members for an Extraordinary General Meeting:
 - (a) shall state the purpose or purposes of the meeting.
 - (b) shall be signed by the members making the requisition.
 - (c) shall be lodged with the Secretary; and
 - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
 - (e) A requisition may be in electronic form and
 - (f) A signature may be transmitted, and a requisition may be lodged by electronic means.
- 3. If the Committee fails to convene an Extraordinary General Meeting to be held within one (1) month after the date on which a requisition of members for a meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene the meeting, to be held no later than three (3) months after that date.
- 4. An Extraordinary General Meeting convened by a member or members as referred to in subclause 4, shall be convened as nearly as practicable in the same manner as general meetings are convened by the Committee, and any Member who thereby incurs expenses of convening, is entitled to be reimbursed by the Club.

Clause 33 PRESIDING MEMBER

The Secretary or, in the Secretary's absence, the President, shall preside as Chairperson at each general meeting or Committee meeting of the Club.

1. If the Secretary and the President are absent from a meeting, the members present shall elect one of their number to preside as Chairperson at the meeting.
2. At meetings of any sub-committee of the Club, the Chairperson of the sub-committee shall preside.
3. If the Chairperson of the sub-committee is absent from a meeting, the members present shall elect one of their number to preside at the meeting.

Clause 34 PROCEDURE AT GENERAL MEETING

1. No item of business shall be transacted at a general meeting unless a quorum of members entitled under this Constitution to vote is present during the time the meeting is considering that item.
2. Twenty (20) members or twenty-five (25) percent of all members, whichever is the greater number (being members entitled to vote at a general meeting), shall constitute a quorum for the transaction of the business of a general meeting.
3. If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened on the requisition of the members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to the members given before the day to which the meeting is adjourned) at the same place.
4. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present, being at least three (3) members or fifteen (15) percent of all members whichever is the greater number (being members entitled to vote at a general meeting) shall constitute a quorum.

Clause 35 MAKING OF DECISIONS

1. A question arising at a general meeting of the Club shall be determined by either:
 - (a) a show of hands
 - (b) a written ballot, if on the motion of the Chairperson or of five (5) or more members present at the meeting, it is resolved that the question should be determined by a written ballot.
2. If the question is to be determined by a show of hands, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Club, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

3. If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the Chairperson.
4. Subject to this Constitution, all matters at a general meeting shall be decided by a simple majority vote of all members present.

Clause 36 SPECIAL RESOLUTION

1. A resolution of the Club is a special resolution if:
 - (a) at a meeting of the Club of which notice has been given to its members no later than twenty-one (21) days before the date on which the meeting is to be held
 - (b) is a postal ballot conducted by the Club
 - (c) in such other manner as the Director-General may direct
 - (d) it is passed by at least three quarters ($\frac{3}{4}$) majority of the votes cast by the members of the Club, being entitled under this Constitution to vote, do so in person or by proxy at the meeting.
2. A notice referred to in sub-clause 1(a) must include the terms of the resolution and a statement to the effect that the resolution is intended to be passed as a special resolution.
3. A postal ballot referred to in sub-clause 1(b) may only be conducted in relation to resolutions of a kind that this Constitution permits to be voted on by means of a postal ballot and, if conducted must be conducted in accordance with the Associations Incorporation Regulation.

Clause 37 VOTING

1. Upon any question arising at a general meeting of the Club, a member has one vote only.
2. All votes shall be given personally or by proxy (where proxy voting is allowed under the Constitution).
3. In the case of an equality of votes on a question at a general meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote to uphold the status quo.
4. A member is not entitled to vote at any general meeting of the Club unless all money due and payable by the member to the Club has been paid.
5. Only Full members of CLDPC are entitled to vote at any general meeting of the Club.

Clause 38 POSTAL BALLOTS OR ELECTRONIC BALLOTS

1. The Club may hold a postal or electronic ballot to determine any issue or proposal other than an appeal under Clause 16.
2. A postal or electronic ballot shall be conducted in accordance with the Associations Incorporation Regulation.

Clause 39 APPOINTMENT OF PROXIES

1. Except in the case of Clause 16, where a member is unable to be present at any general meeting, that member may appoint the Secretary to exercise directed proxy votes on their behalf.
2. The Secretary may cast as many directed proxy votes for which they hold valid proxy forms.
3. The notice appointing the proxy shall be in the form as set out in Appendix 1.
4. The notice appointing the proxy shall be served on the Secretary (24) Twenty-four hours prior to the commencement of the meeting at which the person named in the instrument proposes voting.
5. The content of proxy votes served on the Secretary shall be confidential. At the beginning of the meeting the Secretary will announce that proxy votes are held on the matters specified therein.
6. Minor variations in the form shall not invalidate a proxy provided the intention is clear.
7. Where votes are cast by proxy the members present shall decide, by simple majority, on the validity of any vote that is called into question.

Clause 40 ADJOURNMENT

1. The Chairperson or members of the Club at a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. Only those members present at the original meeting can vote at the adjourned meeting.
2. Where a general meeting is adjourned for fourteen (14) days or more, the Secretary shall give written notice of the adjourned meeting and the nature of the business to be transacted at the meeting.
3. Except as provided in subclauses 1 and 2, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

Clause 41 VISITORS

1. Any person not being a member of the Club, may enter onto the Club premises as a visitor if invited by a member of the Club. Such members shall be responsible for the behaviour and conduct of such visitor on the Club premises. It shall be the obligation of the Club member to acquaint the visitor of range rules and procedure.
2. A visitor shall record and sign his name in the Visitors' Book.
3. Visitors may be invited to shoot on the Club ranges provided they are members of an Approved Club. Visitors from another Approved Club shall record their name and sign the Clubs visitors book and shall produce evidence of their membership and current licence to a member of the Committee or range official.
4. A competitor visiting from an Approved Club shall report to a member of the Committee or, in their absence, the Range Officer, who shall ensure that the competitor records their name, signature and Club in the Visitors' Book and produces evidence of his membership and current licence.

Clause 42 CLUB FIREARMS

1. The Club may apply for a Club Firearms Licence for any pistols for which the Club is approved.
2. The Committee shall nominate a licensed Club member as Licence Holder for Club pistols and/or longarms. Such nomination cannot be delegated to another Club member.
3. Such Licence Holder shall always be responsible for the safe keeping, possession and use of all Club firearms.
4. The Licence Holder may assign the use of Club pistols and/or longarms:
 - (a) to a Club member or a member of another Approved Club, who holds an equivalent firearms licence, who may personally use the pistol and/or longarms,
 - (b) to allow an unlicensed person to use the pistol while under the direct supervision of a Club approved full class H license holder provided only that the unlicensed person has been approved by the Club or Range Officer on the relevant Firearms Registry prescribed declaration form (P650 form) or its current equivalent, and has successfully completed a safe handling instruction course.
 - (c) to a Club member or a member of another Approved Club, who holds a Probationary Pistol Licence or Minor's Target Pistol Permit to use the pistol while under appropriate supervision

5. If possession of a Club pistol is assigned to a Club member or a member of another approved Club, the Club and the Club Firearms Licence Holder must maintain a daily register of the person or club member's name and firearms licence to whom the club pistol is assigned.
6. The Club may authorise a change of address of the Club pistols to another Club member who holds a full Class H pistol licence and shall notify the Firearms Registry within fourteen (14) days of the change of safe storage address in the prescribed form.
7. The Secretary or Captain shall cause such register to be retained until the expiration period of FIVE (5) years after the completion of the last entry therein and not extract or cause or permit to be extracted any page from such register. Or as per Firearms Regulations Act.2017 or as amended
8. The register shall, upon demand, made by an authorised member of the Police Force or Firearms Registry, be produced to permit them to make copies of any entry therein.
9. Members shall make themselves conversant with the requirements of the Firearms Act and Firearms Regulations there under, in respect of pistols owned by the Club.

Clause 43 INTOXICATING LIQUOR AND DRUGS

1. No person shall use any illegal or debilitating drugs or be under the influence of any such drugs at the Club at any time.
2. No person shall consume intoxicating liquor at the Club until all shooting activities have been completed for the day and all firearms are secured in accordance with the Firearms Act and the controller of those firearms must comply with all relative acts and regulations.
3. No person shall be admitted to or be on a range of the Club whilst apparently under the influence of intoxicating liquor, illegal or debilitating drugs.
4. Any person found under the influence of intoxicating liquor, illegal or debilitating drugs on Club premises or on a range of the Club, shall be ordered to leave forthwith and if such person is a member of the Club, they shall be liable to be dealt with by the committee. If such person is a visitor from another club, they shall be reported in writing to their own Club.

Clause 44 RANGE FEES

Range Fees and Competition Fees shall be fixed by the Committee.

Clause 45 PISTOLS AND SHOOTING RULES

All pistols used and matches held on the ranges of the Club shall conform to Target Pistol Australia or the Association Rules, for which the range is licensed.

Clause 46 INSPECTION OF RANGES

Any range or ranges of the Club may be inspected at any time by an authorised member of the Police Force, a member of the Executive of the Association or person authorised in writing by the Association.

Clause 47 NOTICES REGARDING RULES FOR SAFETY AND CONDUCT

At least two (2) copies of the current Association Standard Rules for Safety and Conduct on the Pistol Range shall be displayed at separate locations of the Club.

Clause 48 INSURANCE

The Club may undertake and maintain such insurance as the Club may, from time to time, deem necessary.

Clause 49 FINANCIAL YEAR

The financial year of the Club shall end on the Thirtieth (30th) day of June each year, to which day the accounts of the Club shall be balanced.

Clause 50 FUNDS – SOURCE

1. The funds of the Club shall be derived from Joining Fees, Annual Membership Fees, donations, Competition entry fees and subject to any resolution passed by the Club in a general meeting, such other sources as the Committee determines.
2. All money received by the Club shall be deposited as soon as practicable and without deduction to the credit of the Club's bank account or other authorised deposit-taking institution account.
3. As soon as practicable after receiving any money, the Club shall issue an appropriate receipt.

Clause 51 FUNDS – MANAGEMENT

1. Subject to any resolution passed by the Club in a general meeting, the funds of the Club shall be used in pursuance of the Objects of the Club in such manner as the Committee determines.
2. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two (2) of the President, Vice President, Treasurer or Secretary of the Club.
3. The Public Officer is, by virtue of that office, an authorised signatory of the Club.

Clause 52 CUSTODY OF BOOKS ETC

Except as otherwise provided by this Constitution, the Club Secretary shall keep in their safe custody or under their control all registers, records, books and other documents relating to the Club.

Clause 53 INSPECTION OF BOOKS AND RECORDS

1. The records, books, this Constitution, minutes of all Committee meetings and general meetings of the Club and other financial documents of the Club shall be open for inspection, at any reasonable time free of charge, by an authorised member of the Police Force, a member of the Executive of the Association or a person authorised in writing by the Association.
2. The books and documents of the Club, other than the Register of Members, shall be open for inspection, free of charge, at any reasonable time by a member of the Club.
3. A member is entitled to inspect his records upon request, free of charge, at any reasonable time.
4. Information that members provide will be kept safe and secure within the Club or by the Club Secretary.

Clause 54 SERVICE OF NOTICE

1. For this constitution a notice may be served by or on behalf of the Club upon any member:
 - (a) by delivering it to the member personally,
 - (b) by sending it by prepaid post to the member at the address shown in the Register of Members,
 - (c) by sending it by facsimile transmission, email or some other form of electronic transmission to an address specified by the member in writing, for giving or serving of the notice.

2. For the purposes of this Constitution, unless the contrary is proved, a notice is taken to have been given or served:
 - (a) in the case of a notice given or served personally, on the date on which it is received by the addressee,
 - (b) in the case of a notice sent by pre-paid post, on the date being seven (7) days after the day it was sent,
 - (c) in the case of a notice sent by facsimile transmission, email or some other form of electronic transmission, on the date it was sent or, if the machine or electronic device from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

Clause 55 PUBLIC OFFICER

1. The Committee must appoint a public officer.
2. The public officer must be a person who is aged 18 years or more and is ordinarily resident in the state of New South Wales.
3. The position of public officer may be held by a Member of the Committee or a Club Member nominated by the Committee
4. The public officer's acts are valid despite any defect in his appointment.
5. Within 28 days after taking office as the Club's public officer, must notify the NSW Fair Trading, in the approved form, of their:
 - (a) full name
 - (b) date of birth
 - (c) address for service of notices, being either their residential address or some other address at which they can generally be contacted
 - (d) the fact that they have taken office as public officer.
6. If there is any change in the address of the public officer of the Club, the public officer must notify NSW Fair Trading, in the approved form, of the new address within Twenty-eight (28) days after the change occurs.

Clause 56 VACATING OFFICE OF PUBLIC OFFICER

1. The Club's public officer vacates office in the following circumstances:
 - (a) if They die,
 - (b) if they resign the office in writing addressed to the committee,
 - (c) if they are removed from office of Public Officer by resolution of a general meeting of the Club,
 - (d) if they become a bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors or makes an assignment of a remuneration for their benefit,

- (e) if they become a mentally incapacitated person,
 - (f) if they cease to ordinarily reside in the state of New South Wales,
 - (g) if they cease to be a Member of the Committee or Club,
 - (h) in such other circumstances as this Constitution may provide.
2. Within 14 days after vacating office, a former public officer of the Club must ensure that all documents and assets in their possession that belong to the Club are delivered to a Member of the Committee of the Club.
 3. The Committee must fill any vacancy in the office of public officer within 28 days after the vacancy arises.

Clause 57 CODE OF CONDUCT

All members of the Club shall be conversant with and uphold the principles of the Associations Code of Conduct where applicable to Clubs and members.

Clause 58 FIREARMS ACT 1996 (AS AMENDED)

Notwithstanding any clause in this Constitution, the Club and all members of the Club shall be bound by the provisions of the Firearms Act, 1996 (as amended) and Regulations thereunder.

Clause 59 ALTERATION OF OBJECTS AND THE CONSTITUTION

1. The Objects and the Constitution of the Club may be altered, rescinded or added to by special resolution as set out in Clause 36.
2. Where the Club intends to amend the Constitution, such amendments must be notified to the Association for approval at least two (2) months prior to the amendment/s being submitted to members for voting at a general meeting.
3. Where this Constitution is amended, one (1) hard copy and one (1) electronic copy of the amended Constitution, certified as correct under the hand of the Secretary, shall be forwarded to the Association within fourteen (14) days after the amendment/s have been made.

Clause 60 CLUB IS NON-PROFIT

Subject to the act and regulations, the club must apply its funds and assets solely in pursuance of the objects of the club and must not conduct its affairs to provide a pecuniary gain for any of its members

Clause 61 VOLUNTARY WINDING UP OF THE CLUB

If at any general meeting a resolution for the dissolution of the Club shall be passed by a simple majority of the members present, and such resolution no later than one (1) month thereafter, shall be confirmed by special resolution, the Committee shall thereon, or at such future date as shall be specified in the special resolution, proceed to realise the property of the Club, and shall distribute any surplus property in accordance with Clause 62.

Clause 62 DISTRIBUTION OF SURPLUS PROPERTY

1. Subject to the Associations Incorporation Act 2009 (NSW) And Associations Incorporation Regulation, in a winding up of the club the surplus funds of the club must be transferred to another club
 - (a) With similar objects and
 - (b) Which is not carried on for profit or gain of the organisation's members
 - (c) In this clause Surplus Property has the same meaning as in the act section 65
 - (d) Any such distribution of surplus property.
 - (e) Must be approved by NSW Fair Trading
 - (f) Surplus property or any part of it that consists of property supplied by a government department or public authority, including any unexpended portion of a grant, must be returned to the department or authority that supplied it or to a body nominated by the department or authority.

Clause 63 MATTERS NOT COVERED BY THIS CONSTITUTION

1. Where any subject, matter or dispute not specifically covered by this Constitution is brought before the Committee, the Committee shall have the power to discuss, investigate and decide upon such subject, matter or dispute provided that such subject, matter or dispute is not inconsistent with:
 - a/ The Associations Incorporations Act
 - b/ NSWAPA Rules
 - c/ Any Statutory obligation
2. Such decisions shall be binding on all members of the Club.

Clause 64 LIFE MEMBERSHIP GUIDELINES

Life membership is an honour bestowed on a club member who has displayed loyal outstanding service and contributed to a measurable benefit to the club over an extended period.

Life membership is recognised as the highest recognition that can be awarded to a member.

Nominees will be considered individually and on their personal attributes, achievements and overall contribution to the welfare and progress of CLDPC.

Nomination Processes

Any full member can be nominated by any current full member. The nomination is to be seconded by at least two current financial members of the club.

- i. The nomination should be prepared to set out the achievements and activities of the nominee.
- ii. This should be a written document and signed by the nominating members, for the secretary to table at the next committee meeting.
- iii. Any nomination for life membership is to be made at least three months prior to the annual general meeting.
- iv. If the nominee is serving on the committee at the time of nomination that person is to be disqualified from any deliberation.
- v. A quorum of the committee is required for the process to continue; the management committee will present the nomination to the annual general meeting for the final decision on the nomination.
- vi. Life membership is to be recorded in the club's official records.

Selection Criteria

To assist with the nomination some or all the following can be considered:

The nominee should have made an exceptional contribution in a significant, sustained service to the club, enhancing the reputation and future of the club and the sport, for an extended period and which has been a measurable benefit to the welfare of the club.

1. Minimum 15 years concurrent membership
2. Served in specific roles that contribute to the benefit of the club. The roles could include service on management committee, event co-ordinator, volunteer supporter at events and club activities.
3. Represented the club with distinction on regional committees' association councils or similar.
4. Represented the club as a competitor of distinction in local, regional, national or international competitions.
5. Demonstrated attitude and demeanour that reflects dedication to the values of the club and the sport.
6. Demonstrated and provided valued leadership as a role model to the membership.
7. Their service must reflect favourably on the club and bring credit to the club
8. Must be a current financial member.

Note

These points apply to the nominee during their service in the club. Achieving the minimum service levels does not in any way automatically guarantee the award of life membership.

Objections and retractions of Life Membership

In the case of an objection, the objecting member must provide strong reasons and /or evidence that counteracts the basis of life membership criteria. The committee needs to provide and document evidence on which the final decision was based on.

Retraction of life membership may occur when the recipient has conducted themselves in a manner that reflects directly and adversely on the image and welfare of the club. This provision will only be exercised in exceptional circumstances and requires the full support of the committee.

Process for Assessment

The management committee will assess all nominations for life membership based on the criteria. Only nominations that the committee considers worthy will be endorsed and put forward to the members at the AGM.

Honorary Life membership – Benefits

- i. Full membership with no fees whilst an “H” licence holder
- ii. Free access to club facilities and events.
- iii. Recognition on Club Honour Board.

DECLARATION

This constitution has been amended by special resolution of The Campbelltown-Liverpool District Pistol Club incorporated.at the Annual General Meeting held at Kentlyn on **the ????? Day August 2026**

Any appointment made or motion passed under the previous constitution is hereby repealed, if in force at the commencement of this constitution, shall continue in force as far as practicable as if made under this constitution

Carl Zammit
Secretary

Marten Teal
President

APPENDIX 1

(Clause 37)

FORM OF APPOINTMENT OF PROXY

I, _____
(Full Name)

of _____
(Address)

Being a member of _____ Pistol Club hereby

appoint _____
(Full name of Proxy)

of _____
(Address of Proxy)

being a member of the Club, as my proxy to vote for me on my behalf at the general meeting of the Club to be held on the _____ day of _____ YEAR and at any postponement or adjournment of that meeting.

My proxy is authorised to vote in favour of / against (*delete as appropriate*) the resolution (*insert details below*).

Signature of member appointing proxy

Date _____

Note: A proxy may only be given to the Club Secretary as a directed proxy.

Appendix 2: BY-LAWS

1. Range Standing Orders

- a. Range Standing Orders as posted on the club notice Board and Club website are to be always adhered to.
- b. Range Standing orders can be amended at any time and any amendments posted on the website and notification sent to all members.
- c. It is the members responsibility to ensure that they are conversant with and abide by the Standing Orders.

2. Club Championships

Club Championships will be held during the year beginning in August and ending in July or as nominated by the Committee.

3. Working Bees

Members who attend calendared working bees will be entitled to a rebate of Twenty-Five dollars (\$25) for each 4-hour working bee attendance. A Seventy-Five-dollar (\$75) Rebate will be deducted from the fees of full members who have attended 3 or more working bees in a club year. Twenty-five dollars (\$25) applies if only 1 working bee attendance is recorded. The spouse of a financial member will also be entitled to the above rebates as applicable.

Pensioner discount members are entitled to working bee rebates as per the above.

Associate, ABG and Special membership do not qualify for working bee rebates.

Working bee exemption is available to any member of the committee who attends the majority of Committee meetings and any member who attends NSWAPA/PA meetings on behalf of the club. Executive members of the committee are exempt from fees and only pay applicable capitation.

4. Expectations at club events

It is expected that all members support club events and competitions.

Support at a club competition in way of Range duties or hospitality is also credited as a working bee attendance.

5. Annual Fees

Annual fees are due by 31st May each year, outstanding fees may incur a penalty payment of \$5 Five dollars per month. Any members unfinancial at the time of the AGM will be removed from membership database and information forwarded to FAR as required.

6. Club reporting

Club reporting year to FAR is from 1st November to 31st October. It is the responsibility of the club to report all non-compliant members to FAR.

It is the members' responsibility to ensure that they comply with FAR regulations on minimum number of required competitive matches for each category of pistol owned. It is the members' responsibility to enter their scores on to the scoring tablet at completion of each match.

A minimum of 6 matches per year is required if no pistols are owned.

7. Update of records

It is the members' responsibility to inform the secretary of any changes in person details, address, name change, update of licence number and expiry dates. It is also the members' responsibility to inform FAR of any changes in address, name change within 7 days.

8. Representation

The Committee may approve funding to assist with out-of-pocket expenses where a member is selected by NSWAPA or TPA to attend elite training, or to participate in national or international events, where such activities are not otherwise funded by NSWAPA/TPA

A consideration for this approval will include the members representation of the club and the members support and involvement of home events, regard for the members circumstances and the financial position of the club

Such support will typically be in the order of \$500 per member per annum, or such other amount as determined by the Committee.

9. Club house and grounds cleaning and upkeep

The maintenance, cleaning and appearance of the premises is the responsibility all members. The reporting of any maintenance and/or safety concerns are to be reported to the committee.

The club is owned by the members and maintaining its cleanliness including such tasks as emptying of bins, cleaning up of spills, cleaning toilet blocks and kitchen is EVERYONES responsibility. General maintenance is also done on set working bee dates.

DECLARATION

These By-Laws were adopted by special resolution of the Campbelltown Liverpool District Pistol Club Inc. at a general meeting held at Kentlyn NSW on **???? of !!!! 2026**

