

**CONSTITUTION OF THE WOODTURNERS SOCIETY OF  
QUEENSLAND INCORPORATED**  
(as amended 16 November 2021)

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## **1. NAME**

The name of the incorporated association shall be "Woodturners Society of Queensland Incorporated" (in this Constitution called "the Society").

## **2. OBJECTS**

The objects of the Society shall be:

- 2.1** To promote, foster, practise and present the art and craft of woodturning and kindred arts, hereunder called "the respective arts", through its members,
- 2.2** To promote public awareness, knowledge and appreciation of the respective arts,
- 2.3** To provide opportunity for members to participate in the practice and presentation of the respective arts,
- 2.4** To provide community access to the presentation, performance, display and demonstration of works of the respective arts,
- 2.5** To provide opportunities for the study of and tuition and training in the respective arts and a forum for the free discussion of all matters related to the objects of the Society,
- 2.6** To co-operate, co-ordinate and affiliate with groups, bodies, agencies and individuals with similar interests to the objects of the Society,
- 2.7** To provide or to obtain venues, facilities and resources for the activities related to the objects of the Society and where possible, in co-operation with other cultural organisations,
- 2.8** To pursue a standard of excellence in respect of all objects and activities of the Society, and
- 2.9** To do all things and to take all actions expedient, incidental and conducive to the achievement of the above objects.

## **3. POWERS**

The powers of the Society are:

- 3.1** To subscribe to, become a member of and co-operate with any other association, club or organisation whether incorporated or not, whose objects are altogether or in part similar to those of the Society provided that the Society shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Society under or by virtue of Clause 24.10,
- 3.2** In furtherance of the objects of the Society to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for members of the Society or persons frequenting the Society's premises,
- 3.3** To purchase, take on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Society: provided that in case the Society shall take or hold any property which may be subject to any trusts the Society shall only deal with same in such manner as is allowed by law having regard to such trusts,
- 3.4** To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Society, to obtain from any such Authority or Government any rights, privileges and concessions which the Society may think fit or desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions,
- 3.5** To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purposes of the Society,
- 3.6** To remunerate any person or body corporate for services rendered and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated Society, or in or about the incorporated Society or promotion of the incorporated Society or in the furtherance of its objects,
- 3.7** To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to

advance the Society's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof,

- 3.8** To invest and deal with the money of the Society not immediately required in such manner as may from time to time be thought fit,
- 3.9** To take or otherwise acquire, hold shares, debentures or other securities of any company or body corporate,
- 3.10** In furtherance of the objects of the Society to lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate and otherwise to assist any person or body corporate,
- 3.11** To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated Society's property or assets present or future and to purchase, redeem or pay off any such securities,
- 3.12** To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments,
- 3.13** In furtherance of the objects of the Society to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Society,
- 3.14** To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Society's property of whatsoever kind sold by the Society, or any money due to the Society from purchasers and others,
- 3.15** To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Society but subject always to the proviso in Clause 3.3,
- 3.16** To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Society, in the shape of donations, annual subscriptions or otherwise,
- 3.17** To print and publish any newspapers, periodicals, books or leaflets that the Society may think desirable for the promotion of its objects,
- 3.18** In furtherance of the objects of the Society to amalgamate with any one or more incorporated associations having objects altogether or in part similar to these of the Society and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Society under or by virtue of Clause 24.10.
- 3.19** In furtherance of the objects of the Society to purchase or otherwise acquire and undertake all or part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Society is authorised to amalgamate,
- 3.20** In furtherance of the objects of the Society to transfer all or any part of the property, assets, liabilities and engagements of the Society to any one or more of the incorporated associations with which the Society is authorised to amalgamate,
- 3.21** To make donations for patriotic, charitable or community purposes,
- 3.22** To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of powers of the Society, and
- 3.23** To insure against all risks, liabilities and eventualities as may seem advisable and to apply the proceeds of any claims under any insurance in furtherance of the objects of the Society and to insure and/or indemnify members and persons in the employ of the Society whilst they are engaged upon the affairs of the Society. (See also Clause 27).

## **4. TYPES OF MEMBERS**

There shall be the following types of memberships:

### **4.1 ORDINARY MEMBER**

A person who accepts, supports and abides by the Constitution, and By-Laws of the Society is eligible for Ordinary membership.

There shall be no limit to the number of ordinary members in the Society.

### **4.2 FAMILY MEMBER**

Where one person in an immediate family is, or is applying to be, an Ordinary member of the Society (The Principal Member), other members of the same family are eligible for Family Membership.

### **4.3 CONCESSIONAL MEMBER**

A person aged 14 years or over but less than 24 years, who

4.3.1 attends any recognised secondary or tertiary institution of learning, or

4.3.2 is a registered unemployed person,

is eligible for Concessional Membership.

### **4.4 HONORARY MEMBER**

#### **4.4.1 PATRON**

The Patron of the Society shall be a person who has rendered or is prepared to render services or support to the Society.

Appointment to the position of Patron shall be passed by a majority of such members of the Society as are present in person at an Annual General Meeting or a Special General Meeting. A recommendation by the Management Committee to the appointment must have the written approval of the nominee. The position of Patron shall continue until a resignation in writing is received from the Patron and is approved by the Management Committee or is revoked by a resolution passed by a majority of such members of the Society as are present in person at another Annual General Meeting or Special General Meeting of the Society.

#### **4.4.2 OTHER HONORARY MEMBERS**

An Honorary Member of the Society, other than a Patron, shall be a person or persons who have rendered or are prepared to render services to or support the Society. The Management Committee shall be responsible for the appointment and termination of Honorary Membership and shall review all honorary memberships annually.

There shall be no limit to the number of Honorary Members in the Society.

#### **4.4.3 DUES AND RIGHTS**

Honorary Members (including Patrons) shall not be liable to pay any subscription for their membership of the Society and shall not be eligible to vote at any meeting of the Society or otherwise as Honorary members to participate in the management or conduct of the affairs of the Society.

### **4.5 LIFE MEMBER**

An ordinary member who has actively practised the art and craft of woodturning, supports the objects of the Society and has rendered conspicuous and exceptional services to the Society is eligible for Life Membership. A life member shall be elected on the recommendation of the Management Committee at an Annual General Meeting or a Special General Meeting by a majority vote of such of the members of the Society as are present in person at the General Meeting.

4.5.1 There shall be no more than one Life Member appointed in any calendar year.

4.5.2 There shall be no limit to the number of Life Members in the Society.

4.5.3 Life members shall have the benefit of Ordinary Membership but are not liable for any annual subscription fees but shall be liable for any levies imposed.

## **5. MEMBERSHIP**

- 5.1** Every applicant for Ordinary Membership of the Society shall be proposed by one member of the Society and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his/her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.
- 5.2** The Society shall invite applications for ordinary membership from the general public as regularly as is deemed necessary by the Management Committee.
- 5.3** Prior to the application being considered by the Management Committee, the applicant shall be advised that the Society carries public liability insurance cover and the amount of that cover.

## **6. MEMBERSHIP FEES**

- 6.1** The membership fee and/or levies for the Society shall be such sum as the Management Committee shall from time to time determine.
- 6.2** The membership fees for the Society shall be payable within one month of becoming due and in such manner as the Management Committee shall from time to time determine. All rights and privileges of membership shall cease after this period.
- 6.3** Membership fees for each member shall become due and payable on the annual anniversary of that member's admittance to membership of the Society.

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

- 7.1** At the next meeting of the Management Committee after the receipt of any application for Membership together with the applicable fee, such application shall be considered by the Management Committee, which shall thereupon determine upon admission or rejection of the applicant.
- 7.2** Any applicant who receives a majority of affirmative votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a Member of the Society.
- 7.3** Upon acceptance or rejection of an application for Membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.
- 7.4** Upon rejection of an application for Membership the unsuccessful applicant shall be entitled to a full refund of any fees paid.

## **8. TERMINATION OF MEMBERSHIP**

- 8.1** A member may resign from the Society at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 8.2** If a member:-
  - 8.2.1** is convicted of an indictable offence, or
  - 8.2.2** fails to comply with any of the provisions of this Constitution, or
  - 8.2.3** acts in a manner considered to be injurious or prejudicial to the character or interests of the Society,

the Management Committee shall consider membership termination, but not before first giving the member a full and fair opportunity to show why his / her membership should not be terminated. If the Committee decides to terminate the membership , the secretary shall give the member a written notice of such decision.

## **9. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP**

- 9.1** A person whose application for membership has been rejected or whose membership has been terminated in accordance with Clause 8.2 may within one month of receiving written notification thereof lodge with the Secretary written notice of his / her intention to appeal to the Management Committee against the decision of the Management Committee.
- 9.2** Upon receipt of a notification of intention to appeal against rejection or termination of membership the Secretary shall call a special general meeting to decide the appeal (which must be held within 3 months of receipt of appeal notice). At any such meeting the applicant shall be given the

opportunity to fully present his / her case and the Management Committee or those members thereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by a majority vote of the members present and eligible to vote at the meeting.

**9.3** Termination of membership shall not entitle a member to a refund of any part of the membership fees paid by that member.

## **10. REGISTER OF MEMBERS**

**10.1** The Management Committee shall cause a Register to be kept in which shall be entered the names and addresses of all persons admitted to membership of the Society and the dates of their admission.

**10.2** Particulars shall also be entered in the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee may require from time to time.

**10.3** The Register shall be open for inspection at all reasonable times by any member who previously applies to the Secretary for such inspection.

**10.4** The Management Committee shall, on application of a member, withhold information about the member (other than the member's full name) from the Register available for inspection if the Committee has reasonable grounds for believing disclosure would put the member at risk of harm.

**10.5** No member shall use information obtained from the Register of members to contact or to send another member (or someone else) for the purpose of advertising for political, religious, charitable or commercial purposes, except where use or disclosure of information is approved by the Society.

## **11. MANAGEMENT OF THE SOCIETY**

**11.1** The business and affairs of the Society shall be under the management and control of the Management Committee which shall do and perform all the acts and things which the Society by this Constitution is empowered to do and perform and which may be necessary for the better carrying into effect of the objects of the Society, subject only to this Constitution and to the resolutions passed at any Annual General Meeting or Special General Meeting of the Society.

**11.2** The Management Committee of the Society shall consist of a President, Vice President, Secretary, Treasurer and seven other committee members all of whom shall be financial members of the society elected by members of the Society as hereinafter provided. One person cannot be President and Treasurer.

**11.3** At a Special General Meeting of the Society to be held within two months prior to the close of the Society's financial year, all members of the Management Committee for the time being shall retire from office with effect from the close of the Society's financial year, but shall be eligible if nominating for re-election.

**11.4** The election of members of the Management Committee shall take place at the Special General Meeting specified in Section 11.3 and prior to election to the Management Committee, the candidates shall be advised that the Society has public liability insurance cover and the amount of that cover. The election of the Committee shall take place in the following manner:

**11.4.1** Nominations of candidates for election as members of the Management Committee:

(a) must be made in writing, signed by two members of the Society and accompanied by the written consent of the candidate (which may be endorsed on the nomination form) and

(b) must be delivered to the Secretary at least fourteen days before the Special General Meeting at which the election is to take place.

**11.4.2** Any candidate so nominated and desiring to withdraw from the election may do so in writing to the Secretary at any time before the Special General Meeting and such withdrawal shall operate in every way as if such candidate had not been nominated.

**11.4.3** A list of the candidates' names in alphabetical order, with the proposers' and seconds' names, shall be posted on the Notice Board at least seven days immediately preceding the Special General Meeting.

**11.4.4** If insufficient nominations are received to fill all vacancies on the Management Committee, the candidates nominated are taken to be elected and further nominations are to be received at the Special General Meeting.

**11.4.5** If insufficient nominations are received, any vacant positions remaining on the Management Committee are to be treated as casual vacancies and dealt with in accordance with Clause 13 of the Constitution.

**11.4.6** If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

**11.4.7** If the number of nominations received exceeds the number of vacancies to be filled, a secret ballot is to be held among the members of the Society actually present in person and entitled to vote at the Special Meeting. All ballot papers shall be destroyed once voting is completed and results announced.

**11.5** Members of the Management Committee elected in accordance with Clause 11.4 shall take office on the first day of the Society's financial year immediately following the election.

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

A member of the Management Committee shall be deemed to have ceased to hold office:-

**12.1** upon the member giving the Secretary notice in writing of his/her resignation from the Management Committee and shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date, or

**12.2** upon the Management Committee resolving that the explanation given by a member of the Management Committee for his/her absence from three consecutive Management Committee meetings (of which the member shall have had 7 days due notice) is not a satisfactory explanation, or

**12.3** upon a resolution being passed by a majority of such members of the Society as are present in person at a Special General Meeting of the Society that the member of the Management Committee named in the resolution ceases to hold office. Any member of the Management Committee named in any such proposed resolution shall be given at least seven days' notice of the time, date and place of the holding of the Special General Meeting of the Society at which such proposed resolution is to be considered and shall be entitled to attend and be heard thereat. A member shall have no right of appeal against the member's removal from office under this Sub Clause.

## **13. VACANCIES ON THE MANAGEMENT COMMITTEE**

**13.1** If the President shall cease to hold office for any reason prior to the expiration of his/her term of office, the Vice-President will act as President of the Society until the next Special General Meeting of the Society.

**13.2** The Management Committee shall have power at any time to appoint any financial member of the Society to fill any casual vacancy on the Management Committee until the next Special General Meeting.

**13.3** The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or for summoning a Special General Meeting of the Society but for no other purpose.

**13.4** If, at the Special General Meeting to elect a new Management Committee, all positions are not filled, the Management Committee may act in accordance with this Constitution to fill any vacant positions.

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

**14.1** Except as otherwise provided by this Constitution and subject to resolutions of the members of the Society carried at any Annual General Meeting or Special General Meeting, the Management Committee:-

14.1.1 shall have the general control and management of the administration and the affairs, property and funds of the Society, and

14.1.2 shall have authority to interpret the meaning of this Constitution and any matter relating to the Society on which this Constitution is silent.

**14.2** The Management Committee may exercise all the powers of the Society:-

- 14.2.1 to borrow or raise or secure the payment of money in such manner as the members of the Society may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Society in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Society's property, both present and future and to purchase, redeem or pay off any such securities, and
- 14.2.2 to borrow or raise money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Society and to provide and pay off any such securities, and
- 14.2.3 to invest in such manner as the members of the Society may from time to time determine.

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

- 15.1** The Management Committee shall meet at least once every four calendar months to exercise its functions.
- 15.2** A Special Meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one third of the members of the Management Committee, which requisition shall clearly state the reasons why such Special Meeting is being convened and the nature of the business to be transacted thereat.
- 15.3** At every meeting of the Management Committee at least 50% of Committee members elected at the last general meeting shall constitute a quorum.
- 15.4** Subject as previously provided in this Constitution, the Management Committee may meet together and regulate its proceedings as it thinks fit: provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes. The Chairperson shall have a deliberative as well as a casting vote.
- 15.5** A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Society in which he/she is interested, or any matter arising thereout, and if he/she does so vote his/her vote shall not be counted. A member shall be deemed not to be interested in any such contract merely because he has guaranteed or joined in guaranteeing a loan or other financial accommodation being made available to the Society.
- 15.6** Not less than seven days' notice shall be given by the Secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 15.7** The President shall preside as Chairperson at every meeting of the Management Committee, or if there is no President, or if at any meeting he/she is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairperson or if the Vice-President is not present at the meeting then the members may choose one of their number to be chairperson of the meeting.
- 15.8** If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- 15.9** The Management Committee may hold meetings, or permit a Committee member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen. A Committee member who participates in the meeting in this manner is taken to be present at the meeting.

## **16. SUB-COMMITTEES**

The Management Committee may appoint as many sub-Committees as it sees fit and any member of the Management Committee may serve thereon. Such sub-Committees will act in an advisory capacity to the Management Committee and will be required to report their deliberations to the Management Committee as and when required.

## **17. VALIDITY OF DECISIONS TAKEN BY THE MANAGEMENT COMMITTEE**

All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee or any sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member to such committees or such person acting as aforesaid, or that the members of such committees or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee or sub-committee.

## **18. VALIDITY OF WRITTEN DECISIONS**

A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **19. RECORDING OF MINUTES**

The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and Annual General Meeting or Special General Meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection.

For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Management Committee meeting verifying their accuracy.

Similarly, the minutes of every Special General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Special General Meeting.

However the minutes of any Annual General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Special General Meeting or Annual General Meeting.

## **20. ANNUAL GENERAL MEETINGS or SPECIAL GENERAL MEETINGS**

**20.1** The Annual General Meeting shall be held within three months following the close of the financial year.

**20.2** The business to be transacted at every Annual General Meeting shall be:-

20.2.1 To confirm the minutes of the previous Annual General Meeting and of any Special General Meeting held since the previous Annual General Meeting,

20.2.2 To receive and to adopt (if deemed fit) the annual report of the Management Committee and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Society for the preceding financial year,

20.2.3 The receiving of the auditor's report upon the books and accounts for the preceding financial year,

20.2.4 The appointment of an auditor for the present year and remuneration of the auditor for the previous year, and

20.2.5 Such other business as may be brought before the meeting.

**20.3** A Special General Meeting may be convened at any time by a resolution of the Management Committee or by written request signed by at least ten financial members of the Society delivered to the Secretary.

At least fourteen days' notice in writing of such meeting shall be given to every financial member stating the purpose for which such meeting has been convened.

Members signing a requisition for a Special General Meeting and the Secretary in giving notice of

such meeting shall briefly but clearly state the point or points intended to be referred to that meeting for decision.

No business which in the opinion of the chairperson of the Special General Meeting is not sufficiently specified in the notice of meeting aforesaid may be dealt with at that meeting.

The chairperson may adjourn a Special General Meeting for any period not exceeding twenty-one days and may direct that a further and better notice of the purposes of the meeting be given.

- 20.4** At any General meeting or Special General Meeting the number of members required to constitute a quorum shall be at least the number of members presently on the Management Committee plus one.
- 20.5** No business shall be transacted at any Annual General Meeting or Special General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 20.6** If within half an hour from the time appointed for the commencement of an annual general meeting or Special General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- 20.7** The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 20.8** The Secretary shall convene all Annual General Meetings or Special General Meetings of the Society by giving not less than fourteen days' notice in writing of any such meeting to all financial members of the Society, such notice shall clearly state the nature of the business to be discussed thereat.

## **21. BY-LAWS**

The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with this Constitution, for the internal management of the Society without reference to an Annual General Meeting or Special General Meeting of members.

## **22. ALTERATION OF CONSTITUTION**

Subject to the provisions of the Associations Incorporation Act 1981, this Constitution may be amended, rescinded or added to from time to time by a special resolution carried at any Annual General Meeting or Special General Meeting: provided that no such amendment, rescission or addition shall be valid unless the same is registered with the relevant Queensland Government Department or Agency within the prescribed time limits.

## **23. COMMON SEAL**

The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the Seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

## **24. FUNDS AND ACCOUNTS**

- 24.1** The funds of the Society shall be deposited in the name of the Society in such Bank or Permanent Building Society as the Management Committee may from time to time direct.
- 24.2** Proper books and accounts shall be kept and maintained in written, printed or electronic form in the English language showing correctly the financial affairs of the Society and the particulars usually shown in books of a like nature.
- 24.3** All moneys shall be deposited as soon as practicable after receipt thereof.
- 24.4** All amounts in excess of one hundred dollars (or such other amount as may be prescribed from

time to time) shall be paid by cheque or electronic funds transfer, including direct debit and debit card. If by cheque, such shall be signed by any two of President, Vice President, Secretary, Treasurer or other members of the Society authorised from time to time by the Management Committee. Any new direct debit authority shall be approved at a meeting of the Management Committee.

- 24.5** Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupments which may be open.
- 24.6** The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.
- 24.7** All expenditure shall be approved or ratified at a Management Committee meeting.
- 24.8** As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a written statement containing particulars of:
  - 24.8.1 the income and expenditure for the financial year just ended, and
  - 24.8.2 the assets and liabilities and of all mortgages, charges and securities affecting the property of the Society at the close of that year.
- 24.9** All such statements shall be examined by the auditor who shall present his written report upon such audit to the Secretary for presentation to the members of the Society at the Annual General Meeting next following the financial year in respect of which such audit was made, or as soon as practicable thereafter.
- 24.10** The income and property of the Society whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Society provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advanced by him to the Society or otherwise owing by the Society to him or of remuneration to any officers or servants of the Society or to any member of the Society or other person in return for any services actually rendered to the Society provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Society or reasonable and proper rent for premises demised or let to the Society.

## **25. DOCUMENTS**

The Management Committee shall provide for the safe custody of books, documents, electronic records, instruments of title and securities of the Society.

## **26. FINANCIAL YEAR**

The financial year of the Society shall close on 31 December each year.

## **27. INDEMNITY**

All Management Committee members and persons in the employ of the Society and any other person carrying out duties entrusted to them by or on behalf of the Society shall be and are hereby indemnified out of the assets of the Society against all actions, costs, suits, proceedings, claims or demands whatsoever which may be brought or made against any one or more of them and against all fines, penalties, costs, charges and other expenses which may be or become payable or incurred by any one or more of them in consequence of carrying out such duties in good faith.

## **28. WINDING UP PROCESS**

- 28.1** In the event that winding up the Society becomes necessary, a Special General Meeting shall be called in accordance with Clauses 20.3 to 20.8.
- 28.2** The Notice of Meeting shall clearly state that the purpose of the special General Meeting is to wind up the Woodturners Society of Queensland Inc. and clearly state the two special resolutions necessary that require a 75% majority of those persons present and eligible to vote:
  - 28.2.1 Special Resolution 1. That the Woodturners Society of Queensland Inc. be wound up.
  - 28.2.2 Special Resolution 2. That the surplus assets of the Woodturners Society of Qld Inc. be distributed according to the provisions in Clause 29 of the Constitution.
- 28.3** The Committee shall then apply to the Chief Executive of the Office of Fair Trading to cancel the

incorporation within one month of the Special General Meeting.

## **29. DISTRIBUTION OF SURPLUS ASSETS**

- 29.1** If the society shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981, any other applicable Act and any court order, and there remains any surplus assets after the satisfaction of all its debts and liabilities, they shall not be paid or distributed to a member or former member of the Society.
- 29.2** Such surplus assets that remain after the Society is wound up must be distributed to one or more entities or charities:
  - 29.2.1 with objects similar to the objects of the Society;
  - 29.2.2 which also prohibit the distribution of surplus assets to its members to at least the same extent as the Society by virtue of Clause 24.10;
- 29.3** Further to Clause 29.2, should the Society be a Deductible Gift Recipient, then the surplus assets must be distributed to entities or charities that are also Deductible Gift Recipients.
- 29.4** The decision as to the entity or charity to be given the surplus assets must be made by a special resolution of members at or before the time of winding up.

## **30. GRIEVANCE PROCEDURE**

### **30.1 Grievance Procedure**

- 30.1.1** This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
- 30.1.2** To remove any doubt, it is declared that the grievance procedure can not be used by a person whose Membership has been terminated if the rules provide for an appeal process against termination.
- 30.1.3** A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving notice in writing of the dispute:
  - 30.1.3.1 to the other party; and
  - 30.1.3.2 if the other party is not the Management Committee, to the Management Committee.
- 30.1.4** If 2 or more members initiate a grievance procedure in relation to the same subject matter, the Management Committee may deal with the disputes in a single process and the members must choose 1 of the members (also the aggrieved party) to represent the members in the grievance procedure.
- 30.1.5** Subject to rule 30.2, the parties to the dispute must, in good faith, attempt to resolve the dispute.
- 30.1.6** If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the WSQ Inc Secretary to refer the dispute to mediation.
- 30.1.7** Subject to rule 30.2, if the aggrieved party asks the WSQ Inc. Secretary to refer the dispute to mediation under 30.1.6, the Management Committee must refer the dispute within 14 days after the request.

**30.2 Grievance Procedure not continued in particular circumstance**

**30.2.1** This rule applies if:

**30.2.1.1** a member initiates a grievance procedure in relation to a dispute and the Management Committee is the other party to the dispute; or

**30.2.1.2** the aggrieved party asks the WSQ Inc. Secretary to refer the dispute to mediation under rule 30.1.6

**30.2.2** The Management Committee does not have to act under rule 30.1.5 or 30.1.7 if –

**30.2.2.1** the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Management Committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or

**30.2.2.2** before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party to terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or

**30.2.2.3** the dispute relates to an obligation under the *Liquor Act 1992* or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by WSQ Inc., or to refuse to serve liquor to the aggrieved party at the premises;

or

**30.2.2.4** the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute refers to a matter that has already been subject of the grievance procedure.

**30.3 Appointment of mediator**

**30.3.1** If a dispute under rule 30.1 is referred to mediation –

**30.3.1.1** the parties to the dispute must choose a mediator to conduct the mediation; or

**30.3.1.2** if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be –

**30.3.1.2.1** for a dispute between a member and another member – a person appointed by the Management Committee; or

**30.3.1.2.2** for a dispute between a member and the Management Committee – an accredited mediator or a mediator appointed by the director of the Dispute Resolution Centre.

**30.3.2** An accredited mediator may refuse to be the mediator, or the Director of a Dispute Resolution Centre may refuse to appoint a mediator, to mediate the dispute.

**30.3.3** If subrule 30.3.2 applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

**30.4 Conduct of mediation**

**30.4.1** If a mediator is appointed under rule 30.1, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.

**30.4.2** Subrule 30.4.1 does not apply if the mediator is the director of a Dispute Resolution Centre.

**30.4.3** The mediator –

30.4.3.1 must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and

30.4.3.2 must comply with natural justice; and

30.4.3.3 must not act as an adjudicator or arbitrator; and

30.4.3.4 during the mediation, may see the parties, with or without their representatives, together or separately.

**30.4.4** The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under subrule 30.4.1

**30.4.5** The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.

**30.4.6** If the mediator can not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law

**30.5 Representation for grievance procedure**

**30.5.1** A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure.

**30.5.2** If a party appoints a person under subrule 30.5.1 to be the party's representative, the party must give written notice of the appointment to each of the following entities –

- 30.5.2.1 the other party to the dispute;
- 30.5.2.2 the Management Committee;
- 30.5.2.3 if a mediator has been appointed before the party appoints the representative – the mediator;

**30.5.3** A representative who acts for a party at a mediation must –

- 30.5.3.1. have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
- 30.5.3.2 be authorized to negotiate an agreement for the party.

**30.6 Electronic communication for grievance procedure**

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

## 30. Grievance Procedure

### 30.1 Grievance Procedure

- 30.1.1 This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
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- 30.1.4 If 2 or more members initiate a grievance procedure in relation to the same subject matter, the Management Committee may deal with the disputes in a single process and the members must choose 1 of the members (also the aggrieved party) to represent the members in the grievance procedure.
- 30.1.5 Subject to rule 30.2, the parties to the dispute must, in good faith, attempt to resolve the dispute.
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#### 30.2.1 This rule applies if:

- 30.2.1.1** a member initiates a grievance procedure in relation to a dispute and the Management Committee is the other party to the dispute; or
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**30.2.2** The Management Committee does not have to act under rule 30.1.5 or 30.1.7 if –

- 30.2.2.1** the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Management Committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or
- 30.2.2.2** before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party to terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or
- 30.2.2.3** the dispute relates to an obligation under the *Liquor Act 1992* or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by WSQ Inc.
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    - 30.3.1.2.2** for a dispute between a member and the Management Committee – an accredited mediator or a mediator appointed by the director of the Dispute Resolution Centre.

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