

NAME

1. The name of the incorporated club shall be "Bouncers Basketball Club Incorporated" (in these rules called "the Club").

OBJECTS

2. The objects for which the Club is established are:
 - (1) To promote, encourage and compete in basketball in Townsville and Thuringowa as an affiliate of Townsville Basketball Incorporated and Townsville Junior Basketball Incorporated.
 - (2) To promote and manage basketball championships, competition and other sport meetings and such other events as may, from time to time be considered expedient.
 - (3) To establish uniform regulations for the management of the Club and playing of basketball.
 - (4) To send, support or sponsor a team or teams, or for any purpose associated with Athletics.
 - (5) To act through its Management Committee as the supreme disciplinary and adjudicating body of the Club in Townsville and Thuringowa in respect to all matters pertaining to basketball and for this purpose the Club shall through its Management Committee have the power and authority:
 - (i) To entertain and adjudicate upon appeals from decisions of any Official, whether of the Club or of any affiliated body and from the decisions of the Management Committee or Committee of any affiliated body or sub-committee,
 - (ii) to suspend, disqualify or otherwise deal with any member thereof, or any member of this Club.
 - (6) To erect, conduct and maintain a Clubhouse and other amenities for members and basketball players generally.
 - (7) To act alone or in conjunction with any other Associations or representative bodies in the interest of sport.
 - (8) To do all such lawful acts and things as are incidental or conducive to the carrying out of the above objects.

POWERS

3. The powers of the Club are:

(1) To take over the funds and other assets and liabilities of the present unincorporated club known as "Bouncers Basketball Club".

(2) To receive, collect, hold and bank all monies payable to the Club by way of membership fees, sales, donations, sponsorships or other in accordance with rule 29.

(3) To pay all accounts, membership fees, wages, stipends, bonuses, donations, sponsorships or other permitted expenses in accordance with rule 29.

(4) To subscribe to, become a member of and co-operate with any other association, club or organization, whether incorporated or not, whose objects are altogether or in part similar to those of the Club provided that the Club shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property among its members to any extent at least as great as that imposed on the Club under or by virtue of rule 29 (10).

(5) In furtherance of the objects of the Club to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Club or persons frequenting the Club's premises,

(6) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real or 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 Club:

Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts;

(7) 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 Club, to obtain from any such Government or Authority any rights, privileges and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(8) 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 Club;

(9) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures of the incorporated Club or in or about the incorporated Club or promotion of the incorporated Club or in the furtherance of its objects;

(10) 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 Club's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, managements, carrying out, alteration or control thereof;

(11) To invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit;

(12) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;

(13) In furtherance of the objects of the Club 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 or contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;

(14) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated Club's property or assets present or future and to purchase, redeem or pay-off any such securities;

- (15) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills or exchange, bills of lading and other negotiable or transferable instruments;
- (16) In furtherance of the objects of the Club 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 Club;
- (17) To take or hold mortgages, liens or charges, to secure payment of the purchase price of any part of the Club's property of whatsoever kind sold by the Club, or by any money due to the Club from purchasers and others;
- (18) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club but subject always to the proviso in sub rule (4);
- (19) 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 or procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise;
- (20) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects;
- (21) In furtherance of the objects of the Club to amalgamate with any one or more Clubs and Associations having objects altogether or in part similar to those of the Club 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 Club under or by virtue of Rule 29 (10);
- (22) In furtherance to the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the Clubs or Associations with which the Club is authorised to amalgamate;
- (23) In furtherance of the objects of the Club to transfer all or any part of the property assets, liabilities and engagements of the Club to any one or more of the Clubs and or Associations with which the Club is authorised to amalgamate;
- (24) To make donations for patriotic, charitable or community purposes;

(25) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;

(26) To do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

CLASSES OF MEMBERS

- (1) The membership of the Club shall consist of any of the following classes of members;
- (a) HONORARY MEMBERS - who shall be any member the General Public who shall be deemed to be of benefit to the Club. They shall be elected by the Management Committee following written application for Honorary Membership, nominated and seconded by a financial member of the Club. The number of Honorary Members shall be unlimited;
 - (b) ASSOCIATE MEMBERS - who shall consist of members of the Club who are not registered players and such other interested persons who may make application to the Management Committee for membership. Such applications shall be in such form as the Management Committee prescribes from time to time. The number of Associate Members shall be unlimited;
 - (c) LIFE MEMBERS - who shall be elected as such at any Annual General Meeting of the Association. Not more than (2) Life Members shall be elected in one (1) year and shall be restricted to those who have given at least ten (10) years service to basketball as an Official of the Club or who has performed such meritorious service to basketball to be of the highest honour. The name of any persons deemed eligible to become a Life Member shall, together with his/her history of service be submitted to a meeting of the Management Committee preceeding the Annual General Meeting. Should a majority of at least two thirds (2/3) of those attending and entitled to vote at the Management Committee meeting so approve, the name of the person shall be submitted to the Annual General Meeting. Provided that two thirds (2/3) of those members attending the Annual General Meeting, and entitled to vote at such meeting, and so approve the person shall be deemed to have been elected as a Life Member of the Club. Life Members shall be entitled to attend free of charge, any function organised by the Club, and shall have voting power at any Annual General Meeting or Special General Meeting convened by the Club.

(d) JUNIOR PLAYING MEMBERS - persons under the age of eighteen (18) who are registered and participating in local club fixtures. Because junior playing members are minors, they shall not be entitled to a vote at any meeting but maybe represented by parents or guardians who shall be deemed to be ordinary members. The number of Junior Playing Members shall be unlimited.

(e) SENIOR PLAYING MEMBERS - persons eighteen (18) years of age and over who are registered and participating in local club fixtures. The number of Senior Playing Members shall be unlimited.

(f) ORDINARY MEMBERS - shall be parents or guardians of Junior Playing Members or members of the public and such other interested persons. The number of Ordinary Members shall be unlimited.

5. MEMBERSHIP

(1) Every person who at the date of incorporation of the Club was a member of the unincorporated Club and who on or before the date of incorporation agrees in writing to become a member of the Club shall be admitted by the Management Committee to the same class of membership of the Club as that member held in the unincorporated Club. Every member of the Club who previously to this agreeing to become a member of the Club has paid his/her subscription due on First (1st) day of November 1989 as a member of the unincorporated Club, shall not be liable to pay any further sum by way of annual subscription to the Club for the period prior to the first day of November 1990.

(2) Application for membership shall be received in accordance with rule 4 and considered by the Management Committee in accordance with rule 7.

6. MEMBERSHIP FEES

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

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(2) The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

7. ADMISSION AND REJECTION OF MEMBERS

(1) At the next meeting of the Management Committee after the receipt of any application and the fee application for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.

(2) Any applicant who received a majority of the votes of the members of the Management Committee, present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.

(3) Upon the acceptance or rejection of an application for any class of membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection .

8. TERMINATION OF MEMBERSHIP

(1) A member may resign from the Club 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.

(2) If a member-

- (i) is convicted of an indictable offence; or
- (ii) fails to comply with any of the provisions of these Rules; or
- (iii) has membership fees in arrears for a period of two months or more; or
- (iv) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Club, the Management Committee shall consider whether his/her membership shall be terminated.

(3) The member concerned shall be given a full and fair opportunity of presenting his/her case and if the Management Committee resolves to terminate his/her membership it shall instruct the secretary to advise the member in writing accordingly.

9. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

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

(2) Upon receipt of a notification of intention to appeal against rejection or termination of membership the secretary shall convene, within three months of the date of receipt by him/her of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his/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 the vote of the members present at such meeting.

(3) Where a person whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by these Rules or so appeals but the appeal is unsuccessful, the secretary shall forthwith refund the amount of any fee paid.

10. REGISTER OF MEMBERS

(1) The Management Committee shall cause a Register to be kept in which shall be entered the names and residential address of all persons admitted to membership of the Club and the dates of their admission.

(2) Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any General Meeting may require from time to time.

(3) The Register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

11. MEMBERSHIP OF MANAGEMENT COMMITTEE

(1) The Management Committee of the Club shall consist of;

- (a) Elected voting members:
President, Vice-President, Secretary, Treasurer, Senior and Junior Registrar, and T.J.B.I. delegate and T.B.I. delegate and two (2) Executive Officers.
- (b) Appointed non-voting members;
Assistant Secretary, Assistant Treasurer, and Club Coach. (all as and if required)

(2) At the Annual General Meeting of the Club, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election.

(3) The election of officers and other members of the Management Committee shall take place in the following manner;

- (a) Any two members of the Club shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;

(b) The nomination, which shall be in writing and signed by the member and his/her proposer and seconder and specify the position nominated for, shall be lodged with the secretary at least seven days before the Annual General Meeting or General Meeting at which the election is to take place;

(c) A list of candidates names in alphabetical order, with the proposers and seconds names, shall be posted on a notice board in a public place in the Club premises or usual place of meeting of Club for at least seven days immediately preceding the Annual General Meeting or General meeting;

(d) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and positions nominated for, and each member present at the annual general meeting or general meeting shall be entitled to one vote for the candidate of their choice not exceeding the number of vacancies where there is more than one nomination;

(e) Should at the commencement of such meeting, there be no written nominations received in accordance with sub-rule 3b, nominations may be taken from the floor of the annual general meeting or general meeting providing always that without exception written nominations in accordance with sub-rule 3b shall take precedence.

12.

(1) Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary and any 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 or;

(2) Any member may be removed from office at a general meeting of the Club where that member shall be given the opportunity to fully present his case. The question of removal shall be determined by the vote of the members present at such meeting.

13.

VACANCIES ON MANAGEMENT COMMITTEE

(1) The Management Committee shall have power at any time to appoint any member of the Club to fill any casual vacancy on the Management Committee until the next annual general meeting.

(2) The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but it and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

14. FUNCTIONS OF THE MANAGEMENT COMMITTEE

(1) Except as otherwise provided by these Rules and subject to resolutions of the members of the Club carried at any general meeting the Management Committee-

(a) shall have the general control and management of the administration of the affairs, property and funds of the Club; and

(b) shall have authority to interpret the meaning of these Rules and any matter relating to the Club on which these Rules are silent.

(2) The Management Committee may exercise all the powers of the Club;

(a) to borrow or raise or secure the payment of money in such manner as the members of the Club may determine at a general meeting and secure the same or the payment of performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Clubs property, both present and future and to purchase, redeem or pay off any such securities;

(b) to borrow money from members as the members of the Club may determine at a general meeting 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 Club, and to provide and pay off any such securities; and

(c) to invest in such manner as the members of the Club may determine at a general meeting.

15. MEETINGS OF THE MANAGEMENT COMMITTEE

(1) The Management Committee shall meet at least once every calendar month to exercise its functions.

(2) A special meeting of the Management Committee shall be convened by the secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.

(3) At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee shall constitute a quorum.

(4) Each elected or appointed member of the Management Committee including the Chairman of that particular meeting shall be entitled to one vote.

(5) Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes of those present and entitled to vote and in the case of equality of votes, the question shall be deemed to be decided in the negative.

(6) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested, or any matter arising therefrom, and if he does so vote his/her vote shall not be counted.

(7) 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, provided that in the case of emergency business the President, or in his absence the Vice President, may call a special meeting with no specified notice time given but with the due regard to the availability of members to attend.

(8) The President shall preside as Chairman at every meeting of the Management Committee, or if there is no Chairman, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice President, shall be Chairman or if the Vice President is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.

(9) If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day 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.

16.

(1) The Management Committee may delegate any of its powers to sub-committees consisting of such members of the Club as the Management Committee thinks fit. Any so delegated conform to any regulations that may be imposed on it by the Management Committee. Such delegation of power shall remain until the next annual general meeting of the Club or the resignation or dismissal of the Management Committee and shall be reconfirmed or otherwise by the new Management Committee.

(2) A sub-committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.

(3) A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes the question shall be deemed to be decided in the negative.

(4) Each sub-committee, regardless of any imposed regulations, shall submit a report on its activities upon request to the Management Committee at a Management Committee meeting so nominated to receive such report.

17.

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

18. A resolution in writing signed by all the members of the Management Committee for time being entitled to receive notice of a meeting of the Management Committee shall be a 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. ANNUAL GENERAL OR GENERAL MEETINGS

The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Club, and at such place as the Management Committee may determine.

20. (1) The annual general meeting shall be held within three months of the close of the financial year.
- (2) The business to be transacted at every annual general meeting shall be;
- (a) The receiving of the Management Committee's report and statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Club for the preceding financial year;
 - (b) the receiving of the auditor's report upon the books and accounts for the preceding financial year;
 - (c) the election of members of the Management Committee;
 - (d) the appointment of the auditor; and
 - (e) the election of a Patron;
 - (f) notices of motion;
 - (g) general business.
21. The secretary shall convene a special meeting;
- (a) when directed to do so by the Management Committee; or
 - (b) on the requisition in writing signed by not less than one third of the members presently on the Management Committee or not less than the number of ordinary members of the Club which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat; or
 - (c) on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.

22.

(1) At any general meeting the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.

(2) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purpose of the rule "member" includes a person attending as a proxy or as representing a corporation which is a member.

(3) If within half an hour from the time appointed for the meeting, if convened upon the requisition of members of the Management Committee of the Club, 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 a 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 members present shall be a quorum.

(4) The Chairman may, with the consent of the 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.

23.

(1) The secretary shall convene all general meetings of the Club by giving not less than 14 days notice of any such meeting to the members of the Club.

(2) The manner by which such notice shall be given shall be determined by the Management Committee: provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

24.

Unless otherwise provided by these Rules, at every general meeting;

- (1) the President shall preside as Chairman, or if there is not time appointed for the holding of the meeting or is unwilling to act, the Vice President shall be the Chairman or if the Vice President is not present or is unwilling to act then the members shall elect one of their number to be Chairman of the meeting;
- (2) the Chairman shall maintain order and conduct the meeting in a proper and orderly manner;
- (3) every question, matter or resolution shall be decided by a majority of votes of the members present;
- (4) every member present excluding junior playing members, shall be entitled to one vote and in case of an equality of votes the Chairman shall have a second or casting vote: provided that no member shall be entitled to vote at any general meeting if his/her annual subscription is more than one month in arrears at the date of the meeting,
- (5) voting shall be by show of hands or a division of members, unless not less than one fifth of the members demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded;
- (6) a member may vote in person or by proxy or by attorney and on a show of hands every person present in person or by proxy or by attorney or other duly authorised representative shall have one vote;
- (7) the instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointor or of his attorney duly authorised. A proxy may but need not be a member of the Club. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot;
- (8) where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

CLUB

I,ofbeing a
member of the abovenamed Club, hereby appoint

..... of....., or
failing him,

..... of, as
my proxy to vote for me on my behalf at the (Annual)
general meeting of the Club, to be held on the

.....day of.....19..... and at any adjournment
thereof.

Signed this.....day of.....19.....

.....
Signature.

This form is to be used*in favour of the resolution.
* against

*Strike out whichever is not desired. (unless otherwise instructed
the proxy may vote as he thinks fit);

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

25. MINUTES

The secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general meeting: provided that the minutes of any annual general meeting shall be signed by the Chairman of that meeting or Chairman of the next succeeding general meeting or annual general meeting.

26. BY-LAWS

The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Club and any by-law may be set aside by a general meeting of members.

27. ALTERATION OF RULES

Subject to the provisions of the Associations Incorporation Act 1981, these rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting: Provided that no such amendment, rescission, addition shall be valid unless the same shall have been previously submitted to and approved by the Under Secretary, Department of Justice, Brisbane.

28. 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 for the purpose.

29. FUNDS AND ACCOUNTS

(1) The funds of the Club shall be banked in the name of the Club in such bank or institution as the Management Committee may from time to time direct.

(2) Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Club and particulars usually shown in books of a like nature,

(3) All monies shall be banked as soon as practicable after receipt thereof,

(4) All amounts of twenty dollars or over shall be paid by cheque signed by any two of the President, Secretary, Treasurer or other member authorised from time to time by the Management Committee.

(5) Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recouplements which may be open,

(6) The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system,

(7) All expenditure shall be approved or ratified at a Management Committee meeting,

(8) As soon as practicable after the end of each financial year the treasurer shall cause to be prepared a statement containing particulars of;

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

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

(9) All such statements shall be examined by the auditor who shall present his/her report upon such audit to the secretary prior to the holding of the annual general meeting next following the financial year in respect of which such audit was made.

(10) The income and property of the Club whencesoever derived shall be used and applied solely in promotion of its objects and 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 Club provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of money advanced by him to the Club or otherwise owing by the Club to him or of remuneration to any officers or servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club 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 Club or reasonable and proper rent for premises demised or let to the Club.

30. DOCUMENTS

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

31. FINANCIAL YEAR

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

32. DISTRIBUTION OF SURPLUS ASSETS

If the Club shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under or by virtue of rule 28 (10) , such institution or institutions to be determined by the members of the Club.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT
COPY OF BOUNCERS BASKETBALL CLUB INCORPORATED
CONSTITUTION AND RULES.

DATED THIS DAY...*FIFTEENTH*.....OF *NOVEMBER*.....1989

SIGNED BY JUDITH ANN ROWBOTHAM, SECRETARY OF ABOVE
NAMED INCORPORATED CLUB.

.....*J Rowbotham*.....