

Incorporation No. 5318

**The Rules**

**Of The**

**Cairns Hockey Association Inc**

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**RULES****1.00 Name**

The name of the Association shall be CAIRNS HOCKEY ASSOCIATION INC. (in this the Rules called "the Association")

**2.00 Objects**

The Objects for which the Association is established are:-

**2.01 Foster Game**

To foster and control the game of Hockey in the Cairns and District area and/or such other places adjoining the Cairns and District area as the Australian Hockey Association may permit.

**2.02 Manage Game**

To arrange, manage and fully control all games between Clubs in competition generally within the said area.

**2.03 Representation**

To arrange for the representation of the Association on any Association or other body or bodies formed for the purpose of promoting and/or controlling the game of Hockey in any part of the World and to co-operate with any such body or bodies in any way that the Association deems conducive to the attainment of these objects, or any of them.

**2.04 Promote**

To promote the physical enjoyment and recreation of its members.

**3.00 Powers**

The power of the Association are:-

**3.01 Takeover**

To take over the funds and other assets and the liabilities of the present unincorporated association known as the "Cairns Hockey Association".

**3.02 Co-operation**

To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 41.10:

**3.03 Trading**

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

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**3.04 Acquire Property**

To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Association: PROVIDED that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;

**3.05 Dealing with Authorities**

To enter into any arrangement with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association: to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

**3.06 Employ**

To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;

**3.07 Remuneration**

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

**3.08 Maintain Property**

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

**3.09 Investment**

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

**3.10 Shares & Securities**

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

**3.11 Lending**

In furtherance to the objects of the Association 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 personal body corporate, and otherwise to assist any person or body corporate;

**3.12 Loaning**

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 moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or

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unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay-off any such securities;

**3.13 Promissory Notes**

To draw, make, accept, endorse, discount, execute and issue promissory notes, bills or exchange, bills of lading and other negotiable or transferable instruments;

**3.14 Property Finance**

In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;

**3.15 Mortgages**

To take or hold mortgages, liens or charges, to acquire payment of the purchase price, or any unpaid balance of the purchase price, or any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;

**3.16 Gifts**

To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Associations but subject always to the provision rule 3.04;

**3.17 Fund Raising**

To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise:

**3.18 Publishing**

To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;

**3.19 Mergers**

In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as that imposed upon the Association under or by virtue of Rule 41.10;

**3.20 Merger Acquisitions**

In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;

**3.21 Merger Loans**

In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the association with which the Association is authorised to amalgamate;

**3.22 Charities**

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To make donations for patriotic, charitable or community purposes;

### **3.23 War**

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;

### **3.24 Execution of Powers**

To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

## **4.00 Affiliated Clubs**

### **4.01 Club Affiliation**

A club desiring to be become affiliated with the Association must make application to the Association in accordance with the By-laws of the Association by the date (or any extension thereto) determined by the Management Committee from time to time, which application must be accompanied by such information as may be prescribed by the By-laws, the application fee determined by the Management Committee from time to time and the written agreement by the club to be bound by these Rules and the By-laws of the Association in a form prescribed by the By-laws.

### **4.02 Admittance to Affiliation**

The Management Committee may by a resolution of the majority of members present admit an applicant club to affiliation with the Association for a period not exceeding one year. In dealing with any application the Management Committee must give due regard to whether an applicant club has previously had its affiliation cancelled and whether the Management Committee has any grounds for believing that the applicant club will not be able to satisfy the requirements for affiliation during the season for which affiliation is sought.

### **4.03 Affiliated Clubs Bound by Rules & By-laws**

Each club shall, upon affiliation, be bound by these Rules and the By-laws of the Association and any amendments made to the same from time to time. Each club must be provided with a copy of the current Rules and By-laws of the Association and any amendments thereto made from time to time, however, the Association is not required to provide a copy of the Rules and/or By-laws on an annual basis unless the same have been amended since the last copy provided to each club.

### **4.04 Affiliation Dues**

Each club must, upon affiliation, pay such fees and subscriptions as are provided for in the By-laws or determined by the Management Committee from time to time.

### **4.05 Cancellation of Affiliation**

The Management Committee may, by special resolution of members present cancel the affiliation of any club if that club no longer satisfies the affiliation criteria contained in the By-laws and has failed to satisfy that criteria after fourteen days written notice by the Association to the club specifying the non-compliance and requiring the club to satisfy that criteria within fourteen days from the date of that notice. The club concerned shall be entitled to present its case at the meeting of the Management Committee at which the proposed cancellation is dealt with through a single delegate of that club (not being a member of the Management Committee).

### **4.06 Readmission to Affiliation**

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Notwithstanding Rule 4.05, the Management Committee may by a resolution of a majority of the members present readmit a club to affiliation where that club has had its affiliation cancelled pursuant to Rule 4.05 during the term of the same season in which that club's affiliation has been cancelled if the Management Committee is satisfied that the club satisfies the affiliation criteria specified in the By-laws and is likely to continue to satisfy that criteria for the term of that season. Nothing in this Rule obliges the Management Committee to readmit a club.

## **5.00 Classes of Members**

The membership of the Association shall consist of the following classes of members which will be unlimited in number.

### **5.01 Ordinary Members**

All ordinary Members shall have voting rights and shall comprise of the following sub categories:-

#### **5.011 Senior Playing Members**

A member actively involved in playing the game of hockey and has attained the age of 18 years.

#### **5.012 Senior Non-playing Members**

A member actively involved in Association matters other than playing the game of hockey and has attained the age of 18 years.

#### **5.013 Senior Financial Members of Affiliated Clubs (including Life Members thereof):**

Members of affiliated Clubs of the Association who have satisfied the membership requirements of their respective Clubs and who have attained the age of 18 years. Members of any Umpires Association affiliated with the Association cannot be members pursuant to Rule 5.013 solely as a consequence of membership to the Umpires Association.

#### **5.014 Parents and Guardians of Junior Playing Members**

Members who are not actively involved in playing the game of hockey, have obtained the age of 18 years and are either the parent or legal guardian of a junior playing member.

### **5.02 Junior Playing Members**

Junior Playing Members: Who shall not have voting rights: A member actively involved in playing the game of hockey and who is under the age of eighteen years.

### **5.03 Life Members**

Who shall have voting rights but shall not be required to pay membership fees. A member of the Association who has had Life membership conferred on him/her. Life membership may be granted to an Association's member who has given a member of ten (10) years continuous meritorious service to the Association and to the sport of hockey, such membership being conferred upon such person in the manner here and after provided;

- (a) Nominations must be received at the Association's office in writing by a member of the Association no later than one (1) calendar month prior to the Association's Annual General Meeting.
- (b) The Management Committee must decide whether to accept or decline the

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nomination. If a nomination is accepted, the nomination must be presented as an item of business on the agenda for the Annual General Meeting.

- (c) Only one (1) Life membership is to be on the Agenda for each Annual General Meeting.
- (d) Life membership shall be granted at the Annual General Meeting if the nomination is approved by special resolution at the Annual General Meeting.

#### **5.04 Senior Non-affiliated Members**

Who shall have no voting rights: A member who is engaged in sporting activities in the Association's complex other than the regular season fixtures and has attained the age of 18 years.

#### **5.05 Social Members**

Who shall have no voting rights. Members who do not fall within any of the other classes of members but use the Association's facilities and/or participates in activities conducted by the Association other than hockey.

#### **5.06 Members of Umpires Association**

Who shall have no voting rights. A member of any Umpires Association affiliated with the Association.

### **6.00 Membership**

#### **6.01 Association Members**

Every applicant for any class of membership of the Association (other than in respect of senior and junior playing members) shall be proposed by one member of the Association and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time prescribes. Senior playing members and Junior playing members shall be nominated by the written nomination of the Secretary of the Club to which that playing member is affiliated.

### **7.00 Membership Fees**

#### **7.01 Membership Fees**

The membership fees for each class of membership shall be such as the Management Committee shall determine from time to time provided however, no membership fees shall be required to be paid by Life members of the Association.

#### **7.02 Payment of Members Fees**

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.

### **8.00 Admission and Rejection of Members**

#### **8.01 Admission and Rejection**

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

#### **8.02 Acceptance**

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

### **8.03 Rejection**

Upon acceptance or rejection of an application for any class of membership the Secretary shall as soon as practicable give the applicant notice in writing of such acceptance or rejection.

## **9.00 Termination or Suspension of Membership**

### **9.01 Resignation**

A member may resign from the Association 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.

### **9.02 Reasons for Termination or Suspension**

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 Association, the Management Committee shall consider whether his membership shall be terminated or suspended.

### **9.03 The Right of Reply on Termination or Suspension**

The member concerned shall be given a full and fair opportunity of presenting his case at the hearing of the matter by the Management Committee.

### **9.04 Determination by Management Committee**

The Management Committee may, following consideration of the matters alleged against the member concerned and the matters raised by the member concerned in the presentation of his case, determine by ordinary resolution as to whether to terminate or suspend his membership. The Management Committee must not suspend membership for more than two (2) years. If the Management Committee resolves to terminate or suspend membership of any member, it must instruct the secretary to notify the member concerned in writing as to the Management Committee's decision.

## **10.00 Disciplinary Action Against Members**

The Management Committee shall take such action considered necessary to discipline an association member or any person under the direct control of a club for any misdemeanour on or off the field of play which is considered against the best interests of the Association and/or the Cairns Hockey Association and/or the sport of hockey generally. Any such disciplinary action shall be at the sole discretion of the Management Committee and without limiting such action to be taken by the Management Committee shall include suspension for such period of time from playing hockey as a member of the Association as the Management Committee shall determine.

## **11.00 Appeal Against Decisions of Management Committee Pursuant to Rules 4, 8 and 9**

### **11.01 Right of Appeal**

Where the Management Committee have made a determination pursuant to Rules 4, 8 and/or 9 and the club or member concerned is dissatisfied with that determination, that club or member concerned has a right to appeal against the decision of the Management Committee and must lodge with the Secretary written Notice of Intention to Appeal in the

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form prescribed by the By-laws within seven (7) days of receiving written notification of the determination of the Management Committee.

#### **11.02 Appeal Fees**

The club or person appealing against the decision of the Management Committee pursuant to Rule 11.01 hereto must lodge with the Association at the time of lodging the Notice of Intention to Appeal the appeal fee prescribed by the By-laws or as determined by the Management Committee from time to time.

#### **11.03 The Appeal Hearing**

The Secretary must convene the Appeal Committee within fourteen (14) days of the receipt of the Notice of Intention to Appeal and the Appeal Committee must determine the Appeal within seven (7) days of the date of the Appeal Meeting.

#### **11.04 The Appeal Committee**

The Appeal Committee shall comprise the members of the Management Committee plus the Presidents of the each of the affiliated clubs. If the President of an affiliated club is not available for the Appeal Meeting, the representative for that club shall be the member of the Management Committee of that club nominated by that club in writing.

#### **11.05 Appeal Meeting**

The Appeal Meeting must be held by the Appeal Committee within the time frame specified in Rule 11.03, failing which the Appeal shall be deemed to be upheld. The appellant shall be given a full and fair opportunity of presenting its/his case. The Appeal shall be determined by ordinary resolution of the members of the Appeal Committee present and, in the event of a tied vote, the Appeal shall be deemed unsuccessful. The Appeal Committee must report its determination to the Management Committee and the Management Committee must direct the Secretary to notify the appellant in writing of the determination of the Appeal Committee.

#### **11.06 Refund of Appeal Fees**

The appellant shall be refunded the appeal fee only if the Management Committee determines to do so.

### **12.00 Register of Members**

#### **12.01 The Register**

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 Association and the dates of their admission.

#### **12.02 Register Details**

Particulars shall also be entered into the Register of deaths, 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.

#### **12.03 Register Availability**

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

### **13.00 Membership of Management Committee**

#### **13.01 The Management Committee**

The Management Committee of the Association shall consist of:

- the President (who is to be elected);
- the Treasurer, to be described as the Finance Director (who is to be elected); and Three other members (who are to be elected) and of whom one is to be appointed as the Vice President by the members of the Management Committee.

### **13.02 Tenure and Election of Members**

The tenure of Management Committee members shall be two (2) years, except for the Treasurer (also known as the Finance Director) whose tenure shall be one (1) year. Upon retiring from office, all Management Committee members shall be eligible upon nomination for re-election.

The election of the Treasurer (also known as the Finance Director) shall occur at every Annual General Meeting. The election of all other Management Committee members shall occur biennially at the Annual General Meeting in alternating years as follows:

- one year, the President and one (1) member (not being the Vice President); and
- the next year, the other two (2) members.

To be eligible for election to the position of Treasurer (also known as the Finance Director), the candidate must have prior financial experience including one of the following professional qualifications:

- Member - Institute of Chartered Accountants (past or present);
- Member - Tax Institute of Australia (past or present);
- Registered Tax Agent (past or present);
- Registered Company Auditor (past or present); or
- Member - Institute of Company Directors (past or present).

### **13.03 Election of Officers**

The election of officers and other members of the Management Committee shall take place in the following manner:-

#### **13.03.1 Nominations**

Any two members of the Association entitled to vote shall be at liberty to nominate any other member to serve as a member of the Management Committee.

#### **13.03.2 Application for Nomination**

The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the secretary at least fourteen days before the Annual General Meeting at which the election is to take place;

#### **13.03.3 Notification of Nominations**

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A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven days immediately preceding the Annual General Meeting and a copy of such list shall be forwarded to each of the affiliated Clubs of the Association.

#### **13.03.4 Ballots**

Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;

#### **13.03.5 Additional Nominations**

Should, at the commencement of such meeting, there be insufficient number candidates nominated, nominations may be taken from the floor of the meeting for those positions lacking in nomination;

#### **13.03.6 Where Ballot Not Required**

In the event that there is only one (1) candidate for the position of President, Treasurer, that candidate shall be deemed elected and there shall be no need for a ballot. If there are only three (3) or less candidates for the other member positions on the Management Committee, those candidates shall be deemed elected and a ballot shall not be required, save to the extent that there remains unfilled positions.

### **14.00 Resignation of Management Committee Member and filling Vacancies**

14.01 Any member of the Management Committee may resign from membership of the Management Committee at any time giving notice in writing to the Secretary but 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.

14.02 A member of the Management Committee may be removed from office at a General Meeting of the Association 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 as such a General Meeting.

#### **14.03 Vice President**

The Management Committee shall appoint one of its members as the Vice President at the next meeting of the Management Committee, which must be convened to immediately follow the relevant election.

#### **14.04 Casual Vacancies**

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

### **15.00 The Executive**

#### **15.01 The Executive**

The following members of the Management Committee shall constitute the Executive:

- 15.011 President;  
15.012 Vice President;  
15.013 Treasurer.

#### **15.02 Powers of the Executive**

Subject to any resolution of the members at a General Meeting, the Executive:

- 15.02.1 may be delegated any responsibilities of the Management Committee in respect of those matters which involve day to day management of the Association's affairs;
- 15.02.2 deal with any business of the Association where there is a bona fide emergency such that it is not possible to convene a Management Committee meeting to deal with the matter or matters concerned.

#### **15.03 Decisions of the Executive**

The resolutions by the Executive must be unanimous and resolutions made by the Executive must be minuted and those minutes provided to the Management Committee at its next meeting. Resolutions made and actions taken by the Executive must be ratified at the next Management Committee meeting unless the same are unlawful, contrary to these Rules or contrary to a valid resolution of the Association at a General Meeting held prior to the Executive resolution concerned. In the event that the Management Committee refuses or fails to ratify a resolution or action of the Executive, such matters shall be referred to the Association and a General Meeting shall be convened for that purpose.

#### **15.04 Emergencies**

In the event of a bona fide emergency, the President (or in the President's absence, the next Executive available in order of rank) shall be responsible for contacting the available Executive members for the purposes of holding discussions and the making of such decisions as are authorised by Rule 15.022.

#### **15.05 Ranking of Executive Members**

For the purposes of these Rules, the Executive members shall have the following rank:

- 15.05.1 President (highest ranking);  
15.05.2 Vice-President (second highest ranking);  
15.05.3 Treasurer (third highest ranking);

### **16.00 Functions of the Management Committee**

#### **16.01 Functions of the Management Committee**

Except as otherwise provided by these Rules and subject to resolutions of the Members of the Association carried at any General Meeting the Management Committee --

##### **16.01.1 Administration**

shall have the general control and management to the administration of the affairs, property and funds of the Association: and

##### **16.01.2 Authority**

shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

#### **16.02 Administration Powers**

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The Management Committee may exercise all the powers of the Association --

#### **16.02.1 Raise Funds**

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

#### **16.02.2 Borrowings**

To borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge 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 Association, and to provide any pay off any such securities: and

#### **16.02.3 Invest**

To invest in such manner as the members of the Association may from time to time determine.

### **17.00 Meeting of Management Committee**

#### **17.01 The Frequency of Meetings**

The Management Committee shall meet at least once every calendar month and to exercise its functions and at such other times as the Management Committee may from time to time determine.

#### **17.02 The Special Meeting**

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 reason why such special meeting is being convened and the nature of the business to be transacted thereat.

#### **17.03 The Quorum**

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 as at the close of the last General Meeting of the members, shall constitute a quorum

#### **17.04 The Voting on Decisions**

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 and, in the case of equality of votes, the chairperson shall have a second and casting vote.

#### **17.05 The Conflict of Interest Voting**

A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

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**17.06 Notice of Special Meetings**

The Secretary must use his best endeavours to give notice 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.

**17.07 The Chairperson**

The President shall preside as Chairperson at every meeting of the Management Committee, or if there is no President, or if at any meetings he is not present within the ten minutes after the time appointed for holding the meeting, the Chairperson shall be appointed from the members of the Executive present based on rank, but if no members of the Executive are present at the meeting then the other members of the Management Committee may choose one of their number to be Chairperson of the meeting.

**17.08 A Failure to Obtain Quorum**

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 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.

**18.00 The Sub Committees****18.01 Sub Committees**

The Management Committee may establish such sub-committees consisting of such members of the Association as the Management Committee sees fit. Any Sub Committee so formed shall exercise the functions for which it was established provided that a Sub Committee shall not be delegated any of the powers of the Management Committee and must report back to the Management Committee as required by the Management Committee from time to time.

**18.02 Chairperson of Sub-Committees**

A sub-committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson 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 Chairperson of the meeting.

**18.03 The Meetings**

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.

**19.00 The Authority**

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

**20.00 Resolutions in Writing**

A resolution in writing 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

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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 of the Management Committee.

## **21.00 Judicial Committee**

### **21.01 Judicial Committee**

The Management Committee shall appoint:

(a) A Judiciary Committee consisting of 3 persons (and in addition three reserve jurors who shall be appointed in the case of the unavailability of any of the Judiciary Committee members) to deal with all umpiring reports and any match-related grievances or infringements referred to it; and

(b) A person to be the Advocate of the Judiciary Committee (the Judiciary Advocate).

The Management Committee must not appoint a person to the Judiciary Committee who is a registered player with any club affiliated with the Association or has been a registered player with any such club within the last 2 years.

A quorum of the Judiciary Committee shall be constituted by all 3 members of the Judiciary Committee.

### **21.02 Limitations on the Judicial Authority**

The Judicial Committee does not have authority to deal with the matters provided for in Rule 11.

### **21.03 Voting Rights on Judiciary Committee**

The Judiciary Committee shall hear each matter referred to it and shall determine matters before it based on a majority decision. Each member of the Judiciary Committee shall have one vote. The Judiciary Advocate shall not have a vote, but shall be entitled to make representations to the Judiciary Committee in respect of any matter.

### **21.04 The Decision**

The Club or player involved in any matter before the Judicial Committee shall be given a full and fair opportunity of presenting its/his case. The matter shall be determined by ordinary resolution of the members of the Judicial Committee present and, in the event of a tied vote, the proceeding against the Club or player concerned shall be deemed dismissed. The decision of the Judicial Committee shall be given to the Secretary in writing who shall report that decision to the Management Committee at the next meeting thereof. A copy of the said decision shall be provided by the Secretary to any club or player concerned in the decision.

### **21.05 The Right of Appeal**

**21.05.1** Where the Judicial Committee has made a determination pursuant to Rule 21.04 and the player concerned is dissatisfied with that decision, the player concerned has a right to appeal against the decision of the Judicial Committee and must lodge with the Secretary written Notice of Intention to Appeal in the form prescribed by the By-laws within seven (7) days of the determination of the matter by the Judicial Committee. The Notice of Intention to Appeal must be accompanied by the Appeal Fee prescribed by the By-laws or as determined by the Management Committee from time to time.

**21.05.2** The Appeal shall be to the Management Committee as soon as practicable after the date the Secretary receives the Notice of Intention to Appeal. The player shall be given a full and fair opportunity of presenting his case. The Appeal shall

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be determined by ordinary resolution of the Management Committee and, in the event of a tied vote, the Appeal shall be deemed unsuccessful.

**21.05.3** A Member of the Management Committee will not be debarred from participating in the hearing of the Appeal by virtue of the fact that that member was a member of the Judicial Committee against whose decision the Appeal is instigated or is a member of the player's Club.

## **22.00 The Dealings of the Judicial Committee**

**22.01** Notwithstanding the provisions of Clause 21 the Judicial committee shall at all times have jurisdiction to deal with the following matters:-

**22.02** All charges of misconduct by the individual players, other persons or teams in connection with matches or tours under the control of the Association.

**22.03** Imposition of disqualification, fine, or other penalty as it deems suitable in accordance with the By-laws or as determined by the Management Committee from time to time.

## **23.00 The Annual General Meeting**

### **23.01 The Timing**

The Annual General Meeting shall be held within two months of the close of the financial year.

### **23.02 The Business**

The business to be transacted at every Annual General Meeting shall include --

#### **23.02.1 Financial**

the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the association for the preceding financial year;

#### **23.02.2 Audit Reports**

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

#### **23.02.3 Election of Members**

The election of members of the Management Committee as detailed in clause 13.02; and

#### **23.02.4 The Auditor**

The appointment of an auditor.

## **24.00 A Special General Meeting**

### **24.01 The Timing**

The Secretary shall convene a Special General Meeting when directed to do so by the Management Committee; or 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 members of the Association entitled to vote which equals double the numbers of members presently on the Management Committee plus one. Such requisition shall

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clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat.

#### **24.02 The Quorum for a Special Meeting**

The quorum for a Special Meeting shall be the same as the quorum for any other General Meeting.

### **25.00 The General Meeting**

#### **25.01 The Quorum**

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.

#### **25.02 The Business Quorum**

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.

#### **25.03 Failure to achieve Quorum**

If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. 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 members present shall be a quorum.

#### **25.04 The Adjourning Meeting**

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.

#### **25.05 The Notification of Annual General**

The Secretary shall in addition to the method set out herein for the calling of such Annual General Meeting notify each affiliated Club to the Association in writing of the holding of any such Meeting. Such notice to be forwarded to each affiliated Club at least twenty eight (28) days prior to the holding of any such meeting.

### **26.00 The Notice of Meetings**

#### **26.01 The Notice of General Meetings**

The Secretary shall convene all General Meetings of the Association by giving not less than 14 days notice of any such meeting to the members of the Association.

#### **26.02 The Notification of Nature of Business**

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

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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 there at.

## **27.00 The General Meetings**

Unless otherwise provided by these Rules, at every General Meeting --

### **27.01 The Order of Meeting**

The President shall preside as Chairperson, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the position of Chairperson shall be filled in accordance with the provisions of Rule 17.07;

### **27.02 The Conduct of Meeting**

The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner;

### **27.03 The Voting Decisions**

Every question, matter or resolution shall be decided by a majority of votes of the members present;

### **27.04 The Vote per Member**

Every member present shall be entitled to one vote and in the case of an equality of votes the Chairperson shall have a second or casting vote: PROVIDED that no member shall be entitled to vote at any General Meeting unless that member's annual subscription is paid prior to the commencement of that meeting;

### **27.05 The Order of Voting**

Voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairperson 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 Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded;

### **27.06 A Vote per Person**

A member shall vote in person and on show of hands or in a secret ballot every member present in person shall have one vote.

### **27.07 The 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 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 General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding General Meeting: PROVIDED that the minutes of any Annual General Meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding General Meeting or Annual General Meeting.

## **28.00 Umpires Association**

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Any Hockey Umpires Association formally constituted in the Cairns and District area may apply for and subject to the approval of the Management Committee be granted affiliation with the Association on the same basis as an affiliated Club, provided however that no fees shall be payable by an Umpires Association, as such, to the Association.

### **29.00 Rules to the Game of Hockey**

The Association shall be bound by the Rules of the Game of Hockey as are recognised by the governing body or bodies in Australia and Queensland under rulings as laid down by the Federation of International Hockey.

### **30.00 Standing Orders**

#### **30.01 Standing Order**

The standing orders shall apply to all General Meetings and all Meetings of the Committees and to meetings of any Sub-committee to which they are applicable. In all cases not provided for, resort shall be had to the rules forms and usages of Parliament, which shall be followed so far as the same are applicable.

#### **30.02 Order of Business**

The order of business at meetings shall be as follows:-

- Reading and confirmation of Minutes
- Business arising out of Minutes
- Correspondence
- Business arising out of Correspondence
- Financial Statement
- Passing accounts for payment
- Consideration of Reports
- Questions arising out of Reports
- Motions
- Any other business regularly before the meeting.

#### **30.03 Chairperson's Voting**

The Chairperson shall have a second or casting vote at such meeting.

#### **30.04 Addressing the Chair**

Any member desirous of proposing an original motion or amendment or taking part in discussion thereon, shall arise and address the Chairperson and shall not be interrupted unless called to order, when he shall sit down until the member to order has been heard thereon and the question on order be disposed of, when the member in possession of the floor may proceed with the subject.

#### **30.05 Proposing a Motion**

Any member desirous of proposing an original motion or amendment must state the nature of the same before he addresses the meeting thereon.

#### **30.06 Seconding a Motion or Amendment**

No motion or amendment shall be discussed or put to the vote of the meeting unless it is seconded, but a member may require the enforcement of any Standing Order by directing the Chairperson's attention to the infraction thereof.

#### **30.07 Withdrawing Motion**

No motion or amendment shall be withdrawn without the leave of the Chairperson and consent of the mover and seconder.

**30.08 Moving a Motion**

A member moving a motion shall be held to have spoken thereon, but members merely seconding a motion shall not be held to have spoken upon it.

**30.09 Meeting Control**

If two or more members arise to speak at the same time the Chairperson shall decide which is entitled to priority.

**30.10 Order of Discussion**

No member shall speak a second time on the same question unless entitled to reply or in explanation when he has been misrepresented or misunderstood.

**30.11 Point of Order**

The Chairperson, when called upon to decide on points of orders or practice, shall state the rule or practice which he deems applicable to the case without discussing or commenting on the same and, unless a motion be passed that his decision or ruling be disagreed with, the same shall be final.

**30.12 No Digression from Subject to Hand**

No member shall digress from the subject matter of the question under discussion.

**30.13 Calling Order**

A member called in order shall sit down unless permitted to explain.

**30.14 Order of Motions**

No second or subsequent amendment whether upon an original motion or on an amendment, shall be taken into consideration until the previous amendment is disposed of.

**30.15 Right of Reply**

The mover of every original motion, but not any amendment, shall have the right to reply immediately before the question shall be put by the Chair.

**30.16 Order of Amendments**

All amendments to any motion shall be relevant of the subject matter of the original motion and the Chairperson shall disallow such amendments as he may consider irrelevant.

**30.17 Discussion with the Chair**

Upon a motion being moved and seconded that the Chairperson's ruling be disagreed with, the Chairperson shall vacate the Chair until the motion is decided. The Chair shall be taken during discussion and voting on such motion by such a member as the meeting shall appoint.

**30.18 Approval Numbers**

A meeting shall vote by show of hands, or, if deemed by one-third of the members present or required by the Chairperson, by secret ballot.

**30.19 Decorum during Meeting**

Members shall confine themselves to the question under debate and avoid all personalities and indecent language. No member shall be allowed to enter or leave during the reading of the minutes except by permission of the Chairperson.

### **30.20 Discipline during Meeting**

Any member acting contrary to any of these standing and persisting in doing so after being called to order by the Chairperson shall be compelled to withdraw and shall be dealt with by the Chairperson in such manner as the meeting shall decide.

### **30.21 Speaker Time Allowance**

No speaker shall occupy a longer period than five minutes, except the mover of the original motion, who shall be allowed ten minutes, and five minutes in which to reply. Should a question have occupied the attention of the meeting for 30 minutes, the discussion of such question shall be deemed to have closed, and the Chairperson shall forthwith call on the mover to reply unless the meeting decide the question (carried) by a majority of the members present, to continue the discussion of the matter in question but in no instance shall the matter under discussion exceed one hour. Not more than two speeches consecutively on the same side be allowed upon any motion.

### **30.22 Meeting Length**

No business of a continuous nature will be transacted after 10.15 p.m. unless it be decided otherwise by a majority of two-thirds of the members present.

### **30.23 Suspension of Standing Orders**

These standing orders may be suspended at any meeting where found necessary by a vote of a majority of the members present.

## **31.00 Accepted for Payment**

All accounts must be passed for payment by a General Meeting or by a meeting of the Management Committee before being paid PROVIDED, nothing contained in this Rule shall prevent the Management Committee from pre-approving payment of approved expenses by way of credit card.

## **32.00 Bank Signatures**

Cheques, bills, orders or withdrawals drawn on any bank account of the Association shall be signed by any two of the following:-

The President  
The Vice President  
The Treasurer  
The Secretary  
The Member of the Management Committee appointed as Finance Director (if any)

In the event that the Association's banking can be conducted by electronic means, cheque requisitions must be treated as if cheques, bills, orders or withdrawals.

Cheques, bills or orders to be lodged to the credit of the Association by any one of the above mentioned signatories.

## **33.00 Indemnity of Officers**

### **33.01 Indemnity of Office Bearers**

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Every member of the Management Committee and every officer or servant of the Association shall be indemnified by the Association against, and it will be the duty of the Association out of the funds of the Association to pay all costs, losses and expenses which any member of the Management Committee, officer or servant may incur or be liable to by reason of any contract entered into, or act or deed done by him as such member of the Management Committee, officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Association and have priority between the affiliated bodies over all other claims PROVIDED no such indemnity shall be applicable if the costs, losses and expenses incurred by any member of the Management Committee have been occasioned by the gross negligence or misconduct of that member.

### **33.02 Indemnity of Members**

### **33.03 Claims by Members**

No member will have any claim, legal or otherwise, against the Association, any member of the Management Committee or any appointee thereof for any act done in good faith in the execution of their duties

### **34.00 By-Laws**

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

### **35.00 Alteration of Rules**

Subject to the *Associations Incorporation Act 1981*, these Rules may be amended, repealed or added to by a special resolution carried at a general meeting PROVIDED HOWEVER an amendment, repeal or addition is valid only if it is registered by the chief executive

### **36.00 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.

### **37.00 Funds and Accounts**

#### **37.01 The Funds**

The funds of the Association shall be deposited in the name of the Association in such Bank or Permanent Building Society as the Management Committee may from time to time direct.

#### **37.02 Books and Accounts**

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 Association and the particulars usually shown in the books of a like nature.

#### **37.03 Monies**

All monies shall be banked as soon as practicable after receipt thereof.

#### **37.04 Authorisation for Expenses**

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All amounts of one hundred 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.

**37.05 Cheques**

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

**37.06 Petty Cash**

The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.

**37.07 Expenditure Approval**

All expenditure shall be approved or ratified at Management Committee meeting.

**37.08 Financial Statement**

As soon as possible 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 Association at the close of the year.

**37.09 Auditing**

All such documents shall be examined by the Auditor who shall present his 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.

**37.10 Income and Property**

The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Association or otherwise owing by the Association to him or of remuneration to any officers or servants of the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable or proper rent for premises demised or let to the Association.

**38.00 Documents**

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

**39.00 Financial Year**

The financial year of the Association shall close on (30th September) in each year.

**40.00 Distribution of Surplus Assets**

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If the Association 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 Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to the extent at least as great as is imposed on the Association under or by virtue of Rule 50.10, such institutions to be determined by the members of the Association.

#### **41.00 Commissions or Allowances**

No officer or employee of the Association shall receive or be entitled to receive an amount by way of commission or allowances calculated by reference to the quantity of liquor sold or supplied by the Association or the receipts of the Association for such liquor.

#### **42.00 Awards**

##### **42.01 Player of the Year**

A Player of the Year will be selected from the Classic league division with the winner being announced at a Player of the Year function generally held towards the end of the season. The Men's shall be known as the Brian Ferns Player of the Year. The Women's shall be known as the Robyn Holmes Player of the Year.

##### **42.02 Rookie of the Year**

The "Rookie of the Year" Trophy is to be known as the Greg 'Congo' Connolly Memorial Trophy.

This is to be a perpetual trophy with the trophy to remain the property of the Cairns Hockey Association Inc and a gift given to the recipient.

To be awarded only if a player achieves 75% of the guidelines listed below.

As this trophy is for 'Rookie of the Year', it can be awarded only once to any player.

The current year is defined as the same as the financial year of the Cairns Hockey Association Inc. i.e. 1st October to 30th September.

To be awarded to either a male or a female player who is registered to play in the Cairns Hockey Association Inc competition and plays at least twelve (12) fixture games during the current year.

The player cannot be 20 years of age or over as at 1st January of the current year.

The player needs to have played in at least ten (10) fixture games in the highest domestic competition of the Cairns Hockey Association Inc.

The player needs to have been named in a Queensland team to play at an Australian Championship of Under 15, Under 18, Under 21 or Country in the current year.

One nomination in writing only can be made by each Club registered with the Cairns Hockey Association Inc and nominations will close at 5.00 pm, 1st August.

Each nomination must be received with a CV of the player's achievements throughout the current year.

The trophy will be awarded to a player selected by the Regional Coaching Director in conjunction with Mrs Eileen Connolly until Mrs Connolly wishes to change this format (the QAS and State Coaching Directors may also be required to have input.)

The decision will be final with no correspondence being entered into.

This award can be suspended at anytime should Mrs Eileen Connolly wish to do so.

**42.03 Premiers Classic League Men & Women**

Men – Senior Division Premiers shall be presented with The Dan Carroll Shield.

Women – Senior Division Premiers shall be presented with The Eileen Connolly Shield.

**42.04 Minor Premiers Classic League Men & Women**

Minor Premiership for both Men and Women shall be presented with The Sel Mitchell Shield.