

# THE CONSTITUTION OF THE PERTH FIELD RIFLE CLUB INCORPORATED

ALSO INCORPORATING BY-LAWS, STANDING ORDERS AND CLUB RULES ON THE RANGE

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	AMENDMENT RECORD	
AMENDMENT NUMBER	DATE AMENDED	SIGNATURE
1	AGM 2/12/07	SIGNED B.B.H
2	AGM 23/11/08	SIGNED B.B.H
3	AGM 22/11/09	SIGNED B.B.H
4 (BY LAWS)	COMMITTEE MEETING 4/5/11	SIGNED B.B.H
5	AGM 20/1/11	SIGNED B.B.H
6	AGM 18 NOV 12	SIGNED B.B.H
7 (CLUB RULES ON THE RANGE)	COMMITTEE MEETING 6/3/13	SIGNED B.B.H
8	AGM 17/11/13	SIGNED B.B.H
9	COMMITTEE MEETING 6/5/15	SIGNED B.B.H
10 (BY LAWS)	COMMITTEE MEETING 01/06/16	SIGNED W E F
11 (BY LAWS)	COMMITTEE MEETING 03/08/16	SIGNED W E F
12	SGM 4 / 12 / 16	SIGNED B.B.H
13 (BY LAWS)	COMMITTEE MEETING 03/10/18	SIGNED W E F
14	AGM 18/11/18	SIGNED W E F
15	COMMITTEE MEETING 02/11/2022 AGM 20/11/2022	SIGNED J H F
16 (BY LAWS)	COMMITTEE MEETING 01/05/2024 AGM 19/11/2023	SIGNED R P J K
17 (BY LAWS; CLUB RULES ON THE RANGE)	COMMITTEE MEETING 03/07/2024	SIGNED R P J K
18	AGM 17/11/2024	

#### PERTH FIELD RIFLE CLUB INCORPORATED CONSTITUTION

(As passed at the AGM, 17 November 2024)

#### NAME OF THE CLUB

1. The name of the Club shall be PERTH FIELD RIFLE CLUB INCORPORATED.

#### DEFINITIONS

- 2. The following definitions are applicable to this Constitution unless contrary intention appears:
  - a. **'the Act'** means the Associations Incorporation Act 2015 (WA) as amended from time to time, and any Act passed in substitution for the Associations Incorporation Act 2015 (WA).
  - b. 'Adult' means a person who has attained the age of 18,
  - c. 'Adult Member' means an Adult Member referred to in sub paragraph 9.a, and an 'Adult Family Member' referred to in sub paragraph 9.c,
  - d. 'Alteration to the Club's Constitution' means Alteration to the Club's Constitution referred to in paragraph 137 to 139,
  - e. 'Annual General Meeting' means an Annual General Meeting convened as set out in paragraph 103,
  - f. **'Application for Membership '** means the Application for Membership Form referred to in paragraph 15,
  - g. 'Assistant Secretary' means the Assistant Secretary referred to in paragraph 83,
  - h. 'Associate Member' means an Associate Member referred to in sub paragraph 12.c,
  - i. 'Auditor' means the Auditor referred to in paragraph 132,
  - j. 'Canteen Manager' means the Canteen Manager referred to in paragraph 89,
  - k. 'Club' means the PERTH FIELD RIFLE CLUB INCORPORATED,
  - I. 'Club Captain' means the Club Captain referred to in paragraph 84,
  - m. 'Club Committee' or 'Committee' means those persons referred to in paragraph 79,
  - n. **'Committee Meeting'** means the Committee Meeting convened as set out in paragraphs 108 to 114,
  - o. 'Committee Member' means a person referred to in paragraph 79,
  - p. 'Common Seal' means the Common Seal referred to in paragraph 133,
  - q. **'Compensation Notice'** means a notice issued in accordance with the Disciplinary procedure for the payment of a sum of money by way of liquidated damages for loss caused to the Club as a result of misconduct,
  - r. **'Complex Committee Delegate(s)'** means the Complex Committee Delegates referred to in paragraph 94,
  - s. 'Contact Officer' means the Contact Officer referred to in paragraph 91,
  - t. 'Discipline Delegate(s)' means the Discipline Delegate(s) referred to in paragraph 88,

- u. 'Dissolution' means Dissolution referred to in paragraphs 141 and 142,
- v. **'Dues'** means the Dues referred to in sections 120 to 125 and includes any fees and/or charges referred to in those sections,
- w. 'Dues in Arrears' means Dues in Arrears referred to in paragraph 126,
- x. 'Financial Year' means the Financial Year referred to in paragraph 127,
- y. 'Firearms Act' means the Firearms Act 2024 (WA) and amendments thereto,
- z. 'Firearm' means any firearm other than a 'Handgun',
- aa. **'Handgun'** means and includes any firearm which comes within the definition of a 'Handgun', as defined in the Firearms Act and amendments thereto or any replacement State legislation that is in force at any particular time and amendments thereto,
- bb. 'Handgun Training Officer' means the Handgun Training Officer referred to in paragraph 87,
- cc. 'Honorary Member' means an Honorary Member referred to in sub paragraph 12.e,
- dd. 'Honorary Secretary' means the Honorary Secretary referred to in paragraph 82,
- ee. 'Honorary Treasurer' means the Honorary Treasurer referred to in paragraph 85,
- ff. 'Joining and Annual Dues' means Joining and Annual Dues referred to in paragraphs 120 and 121,
- gg. 'Junior Member' means a Junior Member referred to in sub paragraph 12.a, and a Junior Family Member referred to in sub-paragraph 12.b,
- hh. 'Life Member' means a Life Member referred to in sub paragraph 9.b,
- ii. **'Member'** means a member of the Club as specified in paragraph 9 and Membership shall have a corresponding meaning,
- jj. 'Membership Cessation' means Membership Cessation referred to in paragraph 17,
- kk. 'Notices' means Notices referred to in paragraph 136 and 137,
- II. 'Objects of the Club' means the Objects of the Club referred to in paragraph 4,
- mm. 'Officer' means a Committee Member referred to in paragraph 79,
- nn. **'Partial Member'** means a Partial Member of the Club as specified in paragraph 12 and Partial Membership shall have a corresponding meaning,
- oo. 'Party to a dispute' means a person who is party to a dispute who is a Member, and includes a person who has ceased to be a Member in the six (6) months prior to the dispute being brought to the Committee's attention,
- pp. 'Patron' means the Patron referred to in paragraph 77,
- qq. 'Powers of the Club' means the Powers of the Club referred to in paragraph 5,
- rr. 'President' means the President referred to in paragraph 80,
- ss. 'Probationary Member' means a Probationary Member referred to in sub paragraph 12.d,
- tt. 'Provisional Applicant' means a Provisional Applicant referred to in paragraph 14
- uu. **'Provisional Applicant and Probationary Member Fees'** means the Provisional Applicant and Probationary Member Fees referred to in paragraph 123,

- vv. 'Publicity Officer' means the Publicity Officer referred to in paragraph 93,
- ww. 'Quorums' means Quorums referred to in paragraph 118,
- xx. 'Registrar' means the Registrar referred to in paragraph 92,
- yy. 'Safety Training Officer' means the Safety Training Officer referred to in paragraph 86,
- zz. **'Secretary'** means the Honorary Secretary referred to in paragraph 82, and includes any Assistant Secretary as referred to in paragraph 83,
- aaa. 'Special Resolution' means a resolution passed at a Special General Meeting by the votes of not less than three-fourths of the members of the Club who cast a vote at the meeting.
- bbb. 'SSAA(WA) Affiliation and By-Laws' means the SSAA(WA) Affiliation and By-Laws referred to in paragraphs 134 and 135,
- ccc. 'SSAA' means the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA,
- ddd. 'SSAA(WA)' means the SPORTING SHOOTERS ASSOCIATION OF AUSTRALIA (WA) INCORPORATED,
- eee. 'Special General Meeting' means a Special General Meeting convened as set out in paragraphs 104 to 106,
- fff. 'Vice-Patrons' means the Vice-Patrons referred to in paragraph 77,
- ggg. 'Vice President' means the Vice President referred to in paragraph 81,
- hhh. 'Works Manager' means the Works Manager referred to in paragraph 90,
- iii. 'WSC' means the Wanneroo Shooting Complex.
- jjj. **'WSC Capitation Fee'** means the charge levied by the Wanneroo Shooting Complex for use of the complex.

#### PRECEDENCE

- 3. In the event of any conflict between the Club's Constitution, Club's By-Laws, Standing Orders of the Club and/or the Club Rules on the Range the precedence of the documents shall be:
  - a. the Club's Constitution,
  - b. the Club's By-Laws,
  - c. the Standing Orders of the Club, and
  - d. the Club Rules on the Range,

with the earlier mentioned document(s) taking precedence over the latter.

#### **OBJECTS OF THE CLUB**

- 4. The objects of the Club shall be as follows:
  - a. The achievement and maintenance of a favorable and safe environment for shooting;
  - b. To educate people in the art of competitive and field shooting;
  - c. To develop and maintain Club facilities on the Wanneroo Shooting Complex;

- d. To encourage and arrange Club and interclub competitions, social events and other activities for the shooting community;
- e. To assist in maintaining and supporting the SSAA;
- f. To raise the sporting shooter in public esteem by the promotion of a better understanding among the public, landholders, the media and government instrumentalities; and
- g. To promote, support or oppose legislation, or any other measure, affecting or likely to affect the sport of shooting generally.

#### POWERS OF THE CLUB

- 5. For the purpose of achieving or furthering these objects the Club shall have power to:
  - a. purchase, sell, hold, lease or rent real or personal property;
  - b. borrow, raise or secure the payment of money to secure the repayment or performance of any debt, liability, contract or guarantee incurred or to be entered into by the Club;
  - c. open and operate accounts with banks, building societies and other financial institutions;
  - d. enter into any arrangements with any government or local government authority or instrumentality;
  - e. employ, hire or engage managers, clerks, secretaries, workers, curators, coaches or other persons;
  - f. invest the moneys of the Club;
  - g. make gifts or prizes;
  - h. amalgamate or associate with any other shooting club or other sporting association; and
  - i. do all such other things as are incidental or conducive to the objects of the Club

#### INCOME AND PROPERTY

6. The income and property of the Club shall be applied solely towards the promotion of the objects of the Club and no portion of the income or property may be paid, transferred or distributed directly or indirectly to any member(s) of the Club, provided that nothing shall prevent the payment in good faith of reasonable remuneration to any Officer or employee of the Club or to any other person in return for goods and/or services actually rendered to the Club in promotion of its objects.

#### MEMBERSHIP

- 7. The membership of the Club shall be open, at the discretion of the Committee, to all persons interested in shooting.
- 8. All participants in the Club shall be classified as either Members, Partial Members, or Provisional Applicants, and shall be assigned to at least one of the following categories of membership.
- 9. **Members** shall include all persons admitted to the following categories of membership:
  - a. Adult Member: those persons who have attained the age of 18 years of age, have been admitted

to the category of Adult Member, and who are compliant with all requirements for membership and entitled to the benefits thereof;

- b. **Life Member:** an Adult Member elected by the Committee in accordance with Addendum 1 of the Club's By-Laws as a Life Member and entitled to the additional benefits in accordance with paragraph 13 of Addendum 1 of the Club's By-Laws and who are compliant with all requirements for membership and entitled to the benefits thereof.
- c. **Adult Family Member:** those persons who have an Adult Member as an immediate family member, reside at the same address as the Adult Member, and have been admitted to the category of Adult Family Member by the Committee and who are compliant with all requirements for membership and entitled to the benefits thereof.
- 10. In addition to being admitted to a qualifying category for membership, Members must also satisfy each of the below requirements and failure to satisfy any of the below requirements shall immediately cause such person to no longer be a Member:
  - a. are of eighteen (18) years of age or over;
  - b. be a current financial member of the SSAA;
  - c. making payment of the Dues, and adhering to paragraph 19 ('Administrative Criteria') of the Constitution;
  - d. satisfactory completion of the Club's range safety and training course and other practical demonstration of firearms competency as deemed acceptable by the Committee; and
  - e. having completed the following requirements:
    - i. attendance at six Club competition shoots, as a minimum, during the Application period;
    - ii. completion of the Club's range safety and training course; and
    - iii. such other requirements as the Committee shall from time to time stipulate.
- 11. Persons classed as Members shall be entitled to the following privileges:
  - a. full voting rights;
  - b. the ability to nominate any eligible Member for election and be elected and serve as a Committee Member subject to the provisions of paragraph 97 to 100 of the Club's Constitution;
  - c. the ability to propose and second motions at Annual General, Special General and Committee Meetings in accordance with the provisions of paragraphs 103 to 111 of the Club's Constitution;
  - d. upon completion of the prescribed period following admission to full membership and payment of the requisite fee, a range key (as defined in the Club By-laws); and
  - e. eligibility for Club support for the licensing and/or acquisition of Firearms and Handguns consistent with the Firearms Act and the Club's By-Laws.
- 12. **Partial Members** shall include all persons who meet the following criteria, and shall enjoy only the rights and privileges set out for each of their respective categories of membership:
  - a. **Junior Member**: those persons under the age of eighteen (18) years of age and have been admitted to the category of Junior Member;
  - b. **Junior Family Member**: those persons who have an Adult Member as an immediate family member, reside at the same address as the Adult Member, but who have not yet reached the

age of eighteen (18) years of age and have been admitted to the category of Junior Family Member;

c. **Associate Member:** those persons who are members of other shooting clubs and have been nominated by a Discipline Delegate and been admitted as Adult Associate Members.

Associate Members may only participate in the nominating Delegate's discipline on a noncompetitive basis.

d. **Probationary Members:** those persons who have satisfactorily lodged a Probationary Membership Form in the form affixed at Addendum 3 to By-Laws, have been admitted to the category of Probationary Member, and have completed the following additional requirement;

A satisfactory demonstration, which has been accepted by the Committee as part of and at the time of membership application, that they:

- i. are a member of another shooting organization,
- ii. require transfer or support for existing firearms licensed to them,
- iii. have been a member of the SSAA for a period of not less than six months,
- iv. permit the Committee to obtain personal and shooters bona-fides and/or references from other clubs; and
- v. have satisfactorily completed the Club's range safety and training course and other practical demonstration of firearms competency as deemed necessary by the Committee at the Committee's absolute discretion.

A Probationary Member is entitled to eligibility for Club support for the licensing and/or acquisition of Firearms and Handguns consistent with the Firearms Act and the Club's By-Laws.

A Probationary Member shall:

- i. be subject to a probation period for a minimum of six months, which may be extended at the sole discretion of the Committee;
- ii. may thereafter become a Member subject to:
  - A. satisfactorily completing all the Probationary Membership requirements;
  - B. approval by the Committee; and
  - C. adherence to paragraph 19 ('Administrative Criteria') of the Club's Constitution.
- iii. following payment of the prescribed fee, be eligible for Club support for the licensing and/or acquisition of Firearms and Handguns consistent with the Firearms Act and the Club's By-Laws.
- e. **Honorary Member.** A member elected by the Committee in accordance with Addendum 2 to the Club's By-Laws. Honorary Members shall only enjoy the rights set out in paragraph 6 of Addendum 2 of the Club's By-Laws
- 13. Partial Members must satisfy each of the below requirements, and failure to satisfy any of the below requirements shall immediately cause such person to no longer be a Partial Member:
  - a. save for Junior Members, Junior Family Members, and Junior Associate Members, be of eighteen (18) years of age or over;

- b. have lodged a Probationary Application, affixed to Addendum 3 to By-Laws, which has been approved by the Committee;
- c. made payment of the Applicant fees outlined in Addendum 3 to By-Laws; and adhering to paragraph 19 ('Administrative Criteria') of the Constitution;
- d. satisfactory completion, of the Club's range safety and training course and other practical demonstration of firearms competency as deemed acceptable by the Committee.
- e. have completed the following requirements:
  - i. the attendance at six Club competition shoots, as a minimum, during the Application period;
  - ii. the attendance at the Club's range safety and training course; and
  - iii. such other requirements as the Committee shall from time to time stipulate.
- 14. **Provisional Applicants** are those persons who have submitted an application for membership of the Club but have not yet been admitted to any of the above categories of Membership or Partial Membership. Provisional Applicants are not members of the Club and are not entitled to the benefits of membership.
  - a. Provisional Applicants shall be subject to an application period of not less than six months, which can be extended at the absolute discretion of the Committee and may thereafter be admitted to a category of Member or Partial Member as determined by the Committee.
  - b. Provisional Applicants must satisfy each of the below requirements, and failure to satisfy any of the below requirements shall immediately cause such persons to no longer be eligible to be a Provisional Applicant:
    - i. satisfactorily having completed and lodged a Provisional Application Form for an appropriate category of Membership, in the form affixed as Addendum 3 to the By-Laws;
    - ii. making payment of the Applicant fees outlined in Addendum 3 to the By-Laws;
    - iii. be actively in the process of completing a series of requirements as set out in the Application Form, including:
      - A. the attendance at six Club competition shoots, as a minimum, during the Application period;
      - B. the attendance at the Club's range safety and training course; and
      - C. such other requirements as the Committee shall from time to time stipulate.
  - c. Provisional Applicants shall not enjoy any of the privileges and entitlements enjoyed by Members or Partial Members. Persons classed as Provisional Applicant shall *only* be entitled to access to the range at scheduled shooting meets under the supervision of a Member.
- 15. **Application for Membership**: any person wishing to join the Club shall submit an application to the Committee on the approved form found at Addendum 3 to the Club's By-Laws, together with the required Fees.
  - a. The Committee shall consider all applications for membership at the Committee meeting immediately after lodgment of the application.
  - b. On consideration of the application the Committee may:
    - i. accept the application;

- ii. accept the application but impose conditions,
- iii. defer consideration of the application while the Committee conducts further enquiries, or
- iv. reject the application.
- c. The Committee is not obliged to give reasons for any decision made in connection with the acceptance or otherwise of any application.
- 16. Once a decision has been reached on the outcome of a person's application, the Committee shall notify the applicant of the Committee's decision as soon as practicable after making the decision. If the Committee decides to accept the application and grant Membership to the applicant, the Committee shall provide to persons who become a member of the Club a copy of the Constitution in force at the time their membership commences via electronic transmission. A hard copy of the Constitution shall be provided upon request of the Member.
- 17. Membership Cessation: A Member shall cease to be a Member if:
  - a. they fail to meet any of the conditions that apply to their category of membership,
  - b. they resign;
  - c. they fail to pay any Dues or Compensation Notice due;
  - d. they are expelled;
  - e. they do not become a SSAA member or fail to maintain SSAA membership; or
  - f. they die.
- 18. For not less than one year after a person ceases to be a member the Registrar shall keep a record of each membership cessation, including,
  - a. The date on which the person ceased to be a member; and
  - b. The reason why the person ceased to be a member.

#### ADMINISTRATIVE CRITERIA

- 19. In addition to the requirements for categories of membership set out above, persons shall only be deemed to be Members when they are both financially and administratively compliant, as follows:
  - a. To be financially compliant persons must have paid in full all Dues relevant to the membership type and Compensation Notices. A receipt or its copy from the Honorary Treasurer's receipt book of the payment of Dues and Compensation Notices shall be prima facie evidence of payment; and
  - b. To be administratively compliant persons must have a current membership card duly-issued by the Registrar.
- 20. Failure to satisfy any of the above requirements shall result in the immediate forfeiture of Membership.

#### RESIGNATION

- 21. A member may resign from membership of the Club by giving written notice of the resignation to the secretary.
- 22. The resignation takes effect —

- a. when the secretary receives the notice; or
- b. if a later time is stated in the notice, at that later time.
- 23. A person who has resigned from membership of the Club remains liable for any fees that are owed to the Club (the *owed amount*) at the time resignation takes effect.
- 24. The owed amount may be recovered by the Club in a court of competent jurisdiction as a debt due to the Club.
- 25. If the member who has resigned is also a member of the Committee, they are required to, as soon as practicable after their membership ceases, deliver to a member of the Committee all of the property of the Club, including without limitation and documents or information.

#### RIGHTS NOT TRANSFERRABLE

26. The rights of a member are not transferable and end when membership ceases.

#### **REGISTER OF MEMBERS**

- 27. The Registrar, or another person authorised by the Committee, is responsible for the requirements imposed on the Club under section 53 of the Act to maintain the register of members and record in that register any change in the membership of the Club. Any change to the register must be recorded within 28 days after the change occurs.
- 28. In addition to the matters referred to in section 53(2) of the Act, the register of members must include the class of membership (if applicable) to which each member belongs and the date on which each member became a member.
- 29. The register of members must be kept at the Registrar's place of residence, or at another place determined by the Committee.
- 30. A member who wishes to inspect the register of members must contact the Secretary to make the necessary arrangements.
- 31. If
  - a. a member inspecting the register of members wishes to make a copy of, or take an extract from, the register under section 54(2) of the Act (free of charge); or
  - b. a member makes a written request under section 56(1) of the Act to be provided with a copy of the register of members (at a charge determined by the Committee),
- 32. The Committee shall require the member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose relates to the affairs of the Club.

#### DISPUTES AND DISCIPLINE

- 33. The procedure set out in this division of the Constitution applies to disputes:
  - a. between Members and Partial Members; or
  - b. between one or more Members or Partial Members and the Committee.

- 34. For the avoidance of doubt, save for the lodgment of a report of suspected misconduct, Provisional Applicants have no entitlements to the procedures under this section of the Constitution. The Committee shall have the power at a Committee Meeting to expel a Provisional Applicant at any time and for any reason and is not obliged to provide reasons for the expulsion. Notice of expulsion of a Provisional Applicant shall be given in writing and shall be effective immediately.
- 35. Any matter arising out of a complaint of misconduct including, without limitation, infringing the Club's Constitution, Club's By-Laws, Standing Orders of the Club, Club Rules on the Range or of unbecoming or improper conduct in or out of the Club premises which might call into question a Member or Partial Member's membership status shall be dealt with pursuant to the Disciplinary section of this division, and any other matter shall be dealt with in accordance with the Dispute section of this division.

# DISCIPLINARY

- 36. Any Member, Partial Member, or Provisional Applicant may report a suspected incidence of misconduct. Any such report shall be made in writing setting out the details of the suspected misconduct and submitted to the Secretary as soon as possible.
- 37. Each report of suspected misconduct shall be raised by the Secretary at the next Committee Meeting; The Committee shall have power to investigate any suspected misconduct that comes to their attention and may take such steps in doing so as is in the Committee's absolute discretion reasonably necessary.
- 38. In the event of conduct which poses a serious and immediate risk to the health and safety of other Club members the Range Officer, Discipline Delegate, and Club Captain, or their nominee from time to time, shall have the power to issue a suspension, effective immediately, if in the sole discretion of the Range Officer, Discipline Delegate, and Club Captain or their nominee the conduct reasonably warrants such action.
- 39. Following receipt of a suspected incidence of misconduct the Committee shall have the power at a Committee Meeting to recommend any of the following actions (which are listed in increasing order of severity):
  - a. No action,
  - b. Defer decision to allow further investigation,
  - c. Issue a Compensation Notice,
  - d. Suspension of any Member or Partial Member, or
  - e. Expulsion of any Member or Partial Member.

# (the Recommended Discipline)

- 40. In the event the Recommended Discipline is to discipline a member in accordance with sub-paragraphs 39.c, 39.d, or 39.e, the Secretary must give the Member or Partial Member written notice of the Committee's recommendation at least 28 days before the Committee Meeting at which the issue is to be finally considered by the Committee. The notice must state:
  - a. When and where the meeting is to be held;
  - b. The details of the conduct that occasioned such action;

- c. That the member, or the member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee about the proposed act of giving rise to the complaint;
- d. The Recommended Discipline determined by the Committee,
- e. That the member's membership is suspended upon receipt of the notice and is to remain suspended until a final determination is reached by the Committee at the Committee Meeting held for that purpose; and
- f. In the case of a safety violation, that the member is to pass a safety or muzzle awareness assessment, to the Committee's satisfaction.
- 41. At the Committee Meeting at which the Recommended Discipline is to be considered and finally determined, the Committee must give the member(s), or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the Recommended Discipline; and shall;
  - a. Give due consideration to any submissions so made; and
  - b. Decide
    - i. Whether to take no action,
    - ii. Whether to impose a Compensation Notice;
    - iii. Whether to suspend a member's membership and, if the decision is to suspend the membership, the period of suspension; or
    - iv. Whether to expel a member from the Club.

#### (the Final Decision)

- 42. The Committee shall have the power, at a Committee Meeting convened for the purpose of determining the Recommended Discipline and issuing a Final Decision, to issue a Compensation Notice, expel or suspend any Member or Partial Member proved to its satisfaction to have been guilty of:
  - a. infringing the Club's Constitution, By-Laws, Standing Order, and/or Club Rules on the Range;
  - b. unbecoming, dishonorable or improper conduct in or out of the Club's premises;
  - c. acting in a manner prejudicial to the interests of the Club;
  - d. any general misconduct detrimental to the interests of the Club as in the opinion of the Committee merits discipline.
- 43. While the Committee may in its Final Decision impose a lesser penalty than the Recommended Discipline (in accordance with the order of severity set out in paragraph 39), it may not impose a greater penalty than the Recommended Discipline without convening a further Committee Meeting and providing the required notice and rights prior to doing so.
- 44. Any Final Decision made by the Committee shall be conveyed in writing to the Member(s) or Partial Member(s) together with the details of the conduct that occasioned such action, within seven (7) days after the decision is reached by the Committee (**Final Decision Notice**). In the event that the Final Decision is to issue a Compensation Notice, the Compensation Notice shall be the Final Decision Notice.
- 45. A Member or Partial Member issued with a Compensation Notice shall forfeit all privileges of membership, including participation in all Club activities until they shall have made such payment. If a

Member or Partial Member so fined fails to pay such fine within 28 days of the date of issue of the Compensation Notice, they shall cease to be a Member or Partial Member and their name shall be struck off the Club's register.

- 46. A Compensation Notice shall not demand payment to the Club in excess of the amount of \$500.00 per incidence of misconduct.
- 47. At the discretion of the Committee, a Compensation Notice shall only seek damages in an amount that is reasonable to compensate for the losses suffered by the Club and it is agreed that the sum of \$500 per incidence represents a genuine pre-estimate of loss. The Committee shall have power to waive in whole or in part, or suspend, any Compensation Notice.
- 48. A Compensation Notice shall be issued in writing following the outcome of a Committee Meeting, and once imposed is prima facie evidence of the existence of a debt in the sum of the Compensation Notice and, upon issue, becomes a debt immediately due and payable by the Member or Partial Member to the Club.
- 49. Any Member expelled, suspended, or issued a Compensation Notice may appeal such Final Decision by notice in writing to the Secretary within fourteen days of issue of a Final Decision Notice. Such appeal shall be considered by a Special General Meeting of the Club called for that purpose and at which the aggrieved Member or Partial Member may attend in person with or by representative and may make reasonable oral and/or written representation;
- 50. A vote of two thirds of the members present and entitled to vote, voting in favor of the motion of appeal at the Special Meeting shall be required to rescind any former decision of the Club Members.
- 51. Any person claiming a breach of this Constitution by the Club, the Committee, and/or any Committee Member, agrees that person's entitlement to damages in respect of any such breach shall be limited to the sum of \$250 and each person hereby acknowledges this sum to be a reasonable pre-estimate of loss attributable to such breach.
- 52. If the member who has been expelled is also a member of the Committee, they are required to, as soon as practicable after their membership ceases, deliver to a member of the Committee all the relevant documents and records they hold pertaining to the management of the Club's affairs.

# CONSEQUENCES OF SUSPENSION

- 53. During the period a member's membership is suspended, the member
  - a. loses any rights (including voting rights) arising as a result of membership; and
  - b. is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Club.
- 54. When a member's membership is suspended, the secretary must record in the register of members
  - a. that the member's membership is suspended; and
  - b. the date on which the suspension takes effect; and
  - c. the period of the suspension.
- 55. When the period of the suspension ends, the secretary must record in the register of members that the member's membership is no longer suspended.

# DISPUTES

- 56. Following notice of a dispute and the Committee's determination to settle a dispute between members, the Secretary must give all parties to the dispute written notice at least 28 days before the Committee Meeting, at which the Committee will deliberate an outcome to the dispute. The notice must state:
  - a. When and where the meeting is to be held;
  - b. The nature of the dispute that has been brought to the attention of the Committee;
  - c. That the parties to the dispute, or their representatives, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee concerning their position in the dispute.
- 57. At the Committee Meeting at which the Dispute is to be considered and determined, the Committee must give the member(s), or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the Discipline; and
  - a. Give due consideration to any submissions so made;
  - b. Ensure that natural justice is given to the parties to the mediation throughout the mediation process.
  - c. Seek to reach a negotiated outcome that all parties to the Dispute are satisfied with.
- 58. Any decision(s) concerning the Dispute made by the Committee shall be conveyed in writing to the Member(s) or Partial Member(s) who are parties to the dispute, together with the details that occasioned said decision, within seven (7) days after the decision is reached by the Committee (Final Decision Notice of Dispute).
- 59. Any Member who is a party to the dispute may give notice of appeal in writing within fourteen (14) days of issue of Final Decision Notice. Such appeal shall be considered by a Special General Meeting of the Club called for that purpose and at which the aggrieved Member may attend in person with or by representative and may make reasonable oral and/or written representation.
- 60. A vote of two thirds of the members present and entitled to vote, voting in favor of the motion of appeal at the Special Meeting shall be required to rescind any Final Decision Notice of Dispute.
- 61. A party to a dispute may, within fourteen (14) days of receiving the written notice of the Committee's proposed consequence or resolution, give written notice to the Secretary requesting the appointment of a mediator.
- 62. If notice is given to the Secretary of a request for the appointment of a mediator, each party to the dispute is a party to the mediation
- 63. If a potential breach of Club's Constitution, Club's By-Laws, Standing Orders of the Club, or Club Rules on the Range is brought to the attention of the Committee during the Dispute resolution process, the matter shall be attended to in accordance with the Discipline procedure.

# APPOINTMENT OF A PERSON TO ACT AS A MEDIATOR

64. This section of the Constitution applies only if written notice has been given to the Secretary requesting the appointment of mediator by a party to the dispute under paragraph 61, and this Mediation section does not apply to procedures under the Discipline division.

- 65. The mediator must be a person chosen by agreement between the parties to the dispute
  - a. If the party to the dispute who has made a request for mediation is a member of the Club, the member must state their proposal as to who they wish to appoint as the mediator. If all parties to the dispute agree to appoint the proposed person as a mediator, that person shall become the appointed mediator.
  - b. If the party to the dispute who has made a request for mediation is the Committee, the Committee must state who they wish to appoint as the mediator. If all parties to the dispute agree to appoint the proposed person as a mediator, that person shall become the appointed mediator.
  - c. In the event the parties to the dispute cannot agree to the proposed mediator within fourteen (14) days of the notice seeking mediation is given, the President of the Club shall appoint the mediator in his absolute discretion and that person shall be the appointed mediator for the dispute.
- 66. The person proposed to be a mediator must not be a current member of the Club; however, they may be a former member of the Club, but must not
  - a. have a personal interest in the matter that is subject of the mediation; or
  - b. be biased in favour of or against any party to the mediation.

# PROCESS OF MEDIATION

- 67. Following the appointment of a mediator, the Secretary must give all parties to the mediation written notice at least 28 days before the mediation which will attempt to negotiate an outcome to the dispute. The notice must state:
  - a. When and where the mediation is to be held;
  - b. The nature of the dispute that the mediation shall seek to deliberate an outcome to;
  - c. That the parties to the mediation, or their representatives, may attend the mediation and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions during the mediation concerning their position in the mediation.
- 68. The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
- 69. Each party to the mediation may give the mediator a written statement of the issues that need to be considered at the mediation at least five (5) days before the mediation takes place.
- 70. In conducting the mediation, the mediator must
  - a. give each party to the mediation every opportunity to be heard;
  - b. allow each party to the mediation to give due consideration to any written statement given by another party;
  - c. ensure that natural justice is given to the parties to the mediation throughout the mediation process; and
  - d. Not act as expert or arbitrator but solely act as a mediator.

- 71. The outcome of the mediation shall be conveyed in writing to the Member(s) or Partial Member(s) whom are parties to the mediation together with the details that occasioned said outcome, within seven (7) days after the mediation (Final Decision Notice of Mediation).
- 72. The mediation shall be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- 73. The costs of the mediation, if any, are to be paid by the party or parties to the mediation that requested the appointment of the mediator.
- 74. If a dispute cannot be resolved under the mediation process outlined in the Constitution, a party to the mediation may make an application the State Administrative Tribunal (SAT) to have the dispute determined by that Tribunal, as per s.182 of the Act.
- 75. The SAT is not limited from exercising its powers to refer the dispute, or any aspect of it, for mediation.
- 76. The SAT may make orders giving such relief as the Tribunal considers appropriate, including one or more of the following orders:
  - a. an order giving directions for the observance of the rules of the incorporated association by any person who has an obligation to observe those rules;
  - b. an order declaring and enforcing the rights and obligations of members of the incorporated association between themselves; or
  - c. an order declaring and enforcing the rights and obligations between the incorporated association and any member or members of the association.

#### PATRON AND VICE PATRON

77. The Club shall have one Patron and such Vice-Patrons as are deemed necessary by the Committee from time to time. The Patron and Vice-Patrons shall be elected at the Annual General Meeting and shall take office from the 1<sup>st</sup> January of the following year. The Patron and Vice-Patrons shall be the subject of re-election at the subsequent Annual General Meeting. The Patron and Vice-Patrons do not have to be a Club Member to be nominated for election.

#### **CLUB COMMITTEE**

- 78. **Eligibility.** A person shall not be eligible to stand for election to the Committee, in any capacity, until they have completed three (3) years as an Adult Member of the Club. In exceptional circumstances, the Committee shall be empowered to waive this qualifying period. Honorary, Associate and Probationary Members are not eligible to be a Club Committee Member.
- 79. Committee Composition. The Club Committee (Officers) shall consist of:
  - a. President,
  - b. Vice President,
  - c. Honorary Secretary,
  - d. Assistant Secretary,
  - e. Club Captain,

- f. Honorary Treasurer,
- g. Safety Training Officer,
- h. Handgun Training Officer,
- i. Discipline Delegates,
- j. Canteen Manager,
- k. Works Manager,
- I. Contact Officer,
- m. Registrar,
- n. Publicity Officer,
- o. Complex Committee Delegates, and
- p. Club Support Officer.

# SPECIFIC CLUB OFFICERS' DUTIES

- 80. **President**. The President of the Club shall:
  - a. unless prevented by illnesses or other unavoidable cause preside at all meetings of the Club and the Committee, and shall see that the business is conducted in a proper manner;
  - b. call Special General Meetings of the Club or of the Committee;
  - c. generally ensure the well-being and the objects of the Club;
  - d. in the case at any time of an equality of votes, may in addition to their ordinary vote give a casting vote; and
  - e. be entitled to sign cheques or authorize electronic payments on behalf of the Club and as approved by the Committee
- 81. Vice President. The Vice President shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. preside at any meetings which the President does not attend and deputise for the President by performing the President's duties;
  - c. have ordinary voting power in the presence of the President at a Committee Meeting. When deputising for the President, they shall have the President's voting powers; and
  - d. not have authority to sign cheques on behalf of the Club.
- 82. Honorary Secretary. The Honorary Secretary shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. keep a correct account of all monies received by them;
  - c. be responsible for actioning all inwards and outwards correspondence, unless otherwise authorized by the Committee;
  - d. notify the Committee of any complaints of misconduct or disputes received by a member;

- e. answer such questions as may be asked in accordance with the Club's Constitution, Club's By-Laws, Standing Orders of the Club and Club Rules on the Range;
- f. keep copies of all letters received by them;
- g. pay all monies received by them to the Honorary Treasurer;
- h. be entitled to sign cheques or authorize electronic payments on behalf of the Club and as approved by the Committee;
- i. keep a complete register of all Members enrolled in consultation with the Registrar including their names and addresses and make such register available to members on request and permit the taking of copies as required by Division 6 of Part 4 of the Act;
- j. be responsible for the recording of new membership applications and membership renewals in consultation with the Registrar.

#### 83. Assistant Secretary. The Assistant Secretary shall:

- a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause,
- b. be responsible for the recording and the dispersal of minutes including the posting of a copy on the Club's notice board or electronically, and
- c. perform other duties as may be delegated by the Honorary Secretary from time to time.
- 84. Club Captain. The Club Captain shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. be responsible for all matters concerning the shooting programme and range disciplines,
  - c. liaise with the Discipline Delegates and their sub-committees and generally ensure the wellbeing and coordination of the disciplines of shooting concerned, and
  - d. submit a report at each monthly Committee Meeting.
- 85. **Honorary Treasurer.** The Honorary Treasurer shall:
  - a. attend all meetings of the Club and Committee, unless prevented by illness or other unavoidable cause;
  - b. submit in writing thereto statements and accounts of all money transactions for the previous month(s);
  - c. keep a correct record of all monies received and expended on behalf of the Club;
  - d. pay all monies belonging to the Club into such bank, building societies and other financial institutions as shall be approved by the Committee;
  - e. produce at every committee meeting the Club's receipts in respect of payments made to and by them on behalf of the club;
  - f. submit all accounts received by them to the Committee for consideration;
  - g. make no disbursements of the Club's funds without the sanction of the Committee;
  - h. be responsible for the collection of Dues and Fees, levies and other monies or other fees as from time to time are received or may become due whether received by them directly or indirectly;
  - i. produce a statement of receipts and expenditure and a balance sheet, duly audited, at the Annual

General Meeting of the Club; and

- j. be entitled to sign cheques or authorize electronic payments on behalf of the Club and as approved by the Committee.
- 86. Safety Training Officer. The Safety Training Officer shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. conduct the Club's range safety and training course at a time and place of the Safety Training Officer's choosing;
  - c. determine the form and content of the safety and training course, from time to time, which shall be subject to approval by the Club Committee;
  - d. liaise with the Club Committee on safety training issues; and
  - e. submit a report at each monthly Committee Meeting.
- 87. Handgun Training Officer. The Handgun Training Officer shall:
  - a. attend all Club and Committee Meeting unless prevented by illness or other unavoidable cause;
  - b. conduct all the Club's muzzle awareness and handgun training at a time and place of the Handgun Training Officer's choosing;
  - c. determine the form and content of the muzzle awareness and handgun training course, from time to time, which shall be subject to approval by the Club Committee;
  - d. liaise with the Club Committee on muzzle awareness and handgun training issues; and
  - e. submit a report at each monthly Committee Meeting.
- 88. **Discipline Delegates.** Within the Club Committee the Discipline Delegates, as reflecting the disciplines supported by the Club, shall be as follows:
  - a. Benchrest delegate,
  - b. Fly Shoot delegate,
  - c. Combined Services delegate,
  - d. Field Rifle and Scoped Three Positional delegate,
  - e. Field Pistol (SSAA) & IHMS delegate,
  - f. Shotgun delegate, and
  - g. Long Range Precision (Rifle) delegate.

All programmed shooting activities, which are determined by the Club Committee not to be managed directly by one of the Discipline Delegates, shall be allocated to a sub delegate by the Club Committee. The Club Committee shall also determine each sub delegate's responsible Discipline Delegate.

Discipline Delegates shall:

- a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
- b. collect any fees which are due and other monies as deemed necessary for their discipline and sub discipline(s);
- c. liaise with the Club Captain;

- d. be responsible for the organization and running of the discipline and the sub discipline(s) which includes:
  - i. record keeping including records of attendance,
  - ii. delegation of duties for the effective execution of their duties,
  - iii. accounting for all discipline stock,
  - iv. ordering any and all such consumables and stock as are necessary for the discipline shooting activities within the limits, including financial, as from time to time are set by the Committee, and
  - v. submitting a report at each monthly Committee Meeting.
- 89. **Canteen Manager.** The Canteen Manager shall attend all monthly Committee Meetings, unless prevented by illness or other unavoidable cause, where they shall:
  - a. lodge all monies collected from the previous month's trading together with a summary of purchases, and
  - b. seek reimbursement for all funds expended in purchasing canteen stock unless an advance payment has been made to the Canteen Manager, by the Committee, for a special purpose;
  - c. purchase all stock as necessary for profitable Club trading through the canteen. This shall include but is not limited to food, beverages, apparel, badges, rule books and minor shooting accessories such as protective equipment (safety glasses and ear plugs);
  - d. account for all Club canteen stock whether held in the canteen or elsewhere;
  - e. oversee the management of the canteen by attendance at the canteen personally (preferable) or delegating another person to perform the attendance task; and
  - f. submit a report at each monthly Committee Meeting.
- 90. Works Manager. The Works Manager shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. compile and maintain a list of both new and maintenance works to be undertaken in and around the Club;
  - c. orchestrate, manage and procure labour and materials for both new and maintenance works;
  - d. prepare estimates, as requested by the Committee, for both new and maintenance works;
  - e. attend all Club busy bees unless prevented by illness or other unavoidable cause. In the case of non-attendance, a substitute shall be nominated to manage the busy bee; and
  - f. submit a report at each monthly Committee Meeting.
- 91. **Contact Officer.** The Contact Officer shall actively promote membership of the Club by engaging in the following activities:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. preferably act as the first point of contact for prospective Members with respect to:
    - i. advice on joining the Club,
    - ii. explaining the form, functions, and nature of the Club, and

- iii. direction to the Club's website as necessary;
- c. distribution of Application Forms as necessary;
- d. promotion of the re-participation in the Club of lapsed Members; and
- e. submit a report at each monthly Committee Meeting.
- 92. Registrar. The Registrar shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. compile the membership register;
  - c. record new applications and membership renewals; and
  - d. submit a report at each monthly Committee Meeting which is to include new applications and those being considered for Full Membership for Committee approval.

#### 93. **Publicity Officer.** The Publicity Officer shall:

- a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
- b. maintain a current Club website;
- c. in as much as it relates to and can be achieved by publicity, promote the Objects of the Club as set out in paragraph 4 of the Club's Constitution, via:
  - i. use of the media (print, radio, TV and social) outlets as, when and where the opportunity arises;
  - ii. use of shooting journals and related publications as, when and where the opportunity arises; and
  - iii. special events such as open days, and
- d. submit a report at each monthly Committee Meeting.
- 94. Complex Committee Delegates. Complex committee delegates shall:
  - a. attend all Club and Committee Meetings, unless prevented by illness or other unavoidable cause;
  - b. attend all Complex Committee Meetings, unless prevented by illness or other unavoidable cause;
  - c. represent the best interests of the Club at the Complex Committee Meetings, as directed by the Club Committee; and
  - d. submit a report at each monthly Committee Meeting on the proceeding of the Complex Committee Meeting.
- 95. Club Support Officer. The club support officer shall:
  - a. Attend all committee meetings unless prevented by illness or other unavoidable cause
  - b. Be responsible for collating all supported members attendance information as supplied by the relevant delegates
  - c. Advise the committee of any members infringement of attendance requirements so that the committee can decide on the action to be taken
  - d. Correspond with members, SSAA(WA) and WA Police with regard to support matters when instructed by the committee

- 96. All Committee members of the Club, and those who are not formally a member of the Committee but may exert influence over Committee members, must act in accordance with ss.44-57 of the Act including:
  - a. exercise their powers and discharge their duties with the requisite degree of care and diligence.
  - b. exercise their powers and discharge their duties in good faith in the best interests of the Club, and for a specific purpose
  - c. not improperly use their position for personal gain or cause detriment to the Club's interests and the wellbeing of other Club members

# ELECTION OF COMMITTEE MEMBERS

- 97. All Committee Members of the Club shall be elected at the Annual General Meeting and shall take office from the 1<sup>st</sup> January of the following year. All Committee positions shall be the subject of election at the subsequent Annual General Meeting.
- 98. The election shall be under the control of a Chairman and two poll officers appointed for that purpose at the meeting.
- 99. Where more than one nomination for any one office is received, a secret ballot shall be held. After the results of the ballot are announced the ballot papers shall be destroyed.
- 100. In accordance with s.39 of the Act:
  - a. the Club shall not (without leave of the Commissioner) accept a nomination nor appoint any person to act as a member of the Committee who is:
    - i. a bankrupt or person whose affairs are under insolvency laws;
    - ii. a person who has been convicted, within or outside the State, of-
      - A. an indictable offence in relation to the promotion, formation or management of a body corporate; or
      - B. an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
      - C. an offence under Part 4 Division 3 or section 127 of the Act,
  - b. such prohibition applying for a period of five (5) years from the time of the person's conviction, or, if the conviction results in a term of imprisonment, from the time of the person's release from custody.

#### POWERS AND PRIVILEGES OF THE COMMITTEE

- 101. The powers and privileges of the committee are as follows:
  - a. **Powers.** The conduct of the Club shall be in the hands of the Committee which may:
    - i. manage the affairs of the Club generally and do any other acts, matters and things which may be referred to the Committee by any general meeting of the Club;
    - ii. elect Life and Honorary Members;
    - iii. co-opt additional Committee Members, not exceeding three in number, at any one time;

- iv. appoint sub-committees and delegate to them such powers and responsibilities as it considers fitting;
- v. appoint until the next Annual General Meeting, any Member to any office;
- vi. grant from Club funds such honoraria and pay such traveling and/or out of pocket expenses as it thinks proper;
- vii. make and amend the Club's By-Laws, Standing Orders of the Club and Club Rules on the Range as necessary for the good administration and governance of the Club; and
- viii. interpret the Club's Constitution, Club's By-Laws, Standing Orders of the Club and Club Rules on the Range. Such interpretations shall be binding unless revoked by a resolution carried at an Annual or Special General Meeting of the Club.
- b. **Privileges.** Any privileges over and above those of a Member shall be noted in the Club's Constitution.

#### OFFICE

102. The office and place of business shall be a place as the Committee shall from time to time decide.

#### MEETINGS

- 103. **Annual General Meeting.** The Annual General Meeting of the Club shall be held on a date between 15 and 30 November of each year, at such a time and place as the Committee may appoint. The Honorary Secretary shall give fourteen days' notice to all Members of the Club (Noting that only one notice is required for each Family Member group).
  - a. A copy of the President's Report, a copy of the Balance Sheet and a Statement of Receipts and Disbursements for the previous 12 months shall be tabled at the meeting. The business to be transacted at an Annual General Meeting shall be confined to items set out in the notice calling the meeting. Besides the matters specifically provided for in this Constitution, the Annual General Meeting may transact the business of a General Meeting.
  - b. All Members may attend Annual General Meetings unless their Dues are in arrears. Only Adult and Life Members shall be entitled to vote at Annual General Meetings.
  - c. The notice of an Annual General Meeting must include the names of members who have been nominated for election to the Committee.
- 104. **Special General Meetings.** The Honorary Secretary shall at any time convene a Special General Meeting of the Club on receiving directions from the President, or the Committee, or a request signed by not fewer than twenty Members or 20% of the Members (whichever is the fewer). The Secretary shall convene a Special General Meeting to be held within twenty-eight (28) days from the receipt of the direction or request. Fourteen (14) days' notice shall be given to each financial Member. No other business shall be considered at the Special General Meeting so called.
- 105. The direction, request and notice of a Special General Meeting must:
  - a. Specify the date, time, and place of the meeting; and
  - b. Indicate the general nature of each item of business to be considered at the meeting; and

- c. If a 'special resolution' is proposed
  - i. Set out the wording of the proposes resolution as required under s.51(4) of the Act; and
  - ii. State that the resolution is intended to be proposed as a special resolution; All Members may attend Special General Meetings. Only Adult and Life Members shall be entitled to vote at Special General Meetings.
- 106. All members may attend Special General Meetings. Only Adult and Life Members shall be entitled to vote at the Special General Meeting.
- 107. **Proxies**: Members are not permitted to attend, participate in or vote in any meeting by proxy.
- 108. **Committee Meetings.** The Committee shall meet once each month (except January) and at such other times as it may deem necessary. Minutes of all resolutions and proceedings of the Committee, shall be kept by the Assistant Secretary in a file. Any Committee Member who shall absent themselves from three consecutive meetings shall forfeit their office unless a satisfactory explanation be given to the Committee. Such explanation shall be in writing and approved or otherwise at the next Committee Meeting.
- 109. In regard to the minutes of all resolutions and proceedings of the Committee. the following must be recorded:
  - a. The names of the Committee members present at the meeting;
  - b. The names of any members attending the meeting under paragraph 110 of the Constitution;
  - c. The business considered at the Committee meeting;
  - d. Any motion on which a vote is taken at the meeting and the result of the vote.
- 110. When the minutes of the Committee meeting have been signed by the Chairperson presiding over that meeting as correct, they are, until the contrary is proved, evidence that
  - a. The meeting to which the minutes relate was duly convened and held; and
  - b. The matters recorded as having taken place at the meeting took place as recorded; and
  - c. Any appointment purportedly made at the meeting was validly made.
- 111. All Members, not being Committee Members, may attend Committee Meetings. Attending members who are not Committee members:
  - a. Have no right to any agenda, minutes or other documents circulated at the Committee meeting; and
  - b. Must not comment about any matter discussed at the meeting unless invited by the Committee to do so; and
  - c. Cannot vote, move or second any matter that is to be decided at the Committee meeting.
- 112. In accordance with s.42 of the Act:
  - a. a member of the Committee who has a material personal interest in a matter being considered at a Committee meeting must:
    - i. as soon as they have become aware of the interest, disclose the nature and extent of their interest to the Committee; and
    - ii. disclose the nature and extent of their interest to the Committee at the next general

meeting.

- b. Subparagraph 111(a) is not to apply in respect of a material personal interest if:
  - i. The material personal interest exists only because the person is an employee of the Club;
  - ii. The member holding a material personal interest is a member of a class of a persons for whose benefit the Club is established
  - iii. The material personal interest is one that is shared with all, or a substantial portion of, the members of the Club
- c. The Club is to record all material personal interests disclosed by a Committee member in the minutes of the Committee meeting in which the interest is disclosed.
- 113. The rules in regard to voting are outlined in this document under 'Perth Field Rifle Club Incorporated Standing Orders'.
- 114. At the conclusion of Committee agenda business the Chair may open the meeting for general business and may or may not accept motions from the floor.
- 115. **Meeting Resolutions.** All resolutions passed at any Annual General, Special General or Committee Meeting shall be conclusive and binding on all Members, Partial Members and Provisional Applicants, whether present at such meeting or not at the date the resolution is passed save for those resolutions which require a Special Resolution.
- 116. Any Special Resolutions that are passed at any Special General Meeting called for the purpose of considering the resolution, including those that impinge on the rights, privileges, obligations and range access of a Member, Partial Member or a Provisional Applicant as reflected in the:
  - a. fundamental principles according to which the Club is governed (ie the Club's Constitution), or
  - b. such matters and things that are in the opinion of the Committee necessary or expedient for giving full effect to the provisions of the Club's Constitution for due administration of the Club (ie the Club's By-Laws), or
  - c. specific firearms activities and associated matters in and around the Club (ie the Club Rules on the Range);

shall be reflected in the Club's Constitution, Club's By-Laws or Club Rules on the Range by an amendment to the relevant document immediately following the passage of such resolution.

- 117. Such resolutions that require changes to the Club's Constitution, Club's By-Laws or Club Rules on the Range shall not become binding on Members, Partial Members and Provisional Applicants until amendments are made (as applicable) to the Club's Constitution, Club's By-Laws or Club Rules on the Range and then promulgated. Such promulgation can be achieved by either postal advice, placement on the Club's notice board or electronic means.
- 118. **Quorums.** At all Annual and Special General Meetings twenty voting Members shall form a quorum. Quorums for Committee Meetings shall be one more than half the number of elected Committee Members. Quorums for sub-committees and special purpose committees shall be half the number elected or appointed by the Committee.

#### **CLUB MEMBERSHIP YEAR**

119. The Club Membership Year shall be from the 1<sup>st</sup> January to the 31<sup>st</sup> of December each year.

#### **DUES AND FEES**

- 120. Joining Dues and Annual Dues. These dues are paid as follows:
  - a. **Joining Dues.** These Dues are paid by Provisional Applicant(s) and Probationary Member(s) when such members move to Junior, Adult, or Family Membership.
  - b. **Annual Dues.** These Dues are paid by Members and Partial Members.
- 121. Dues shall be constituted as follows:
  - a. **Joining Dues.** Such dues shall consist of the following elements a subscription fee, a nomination fee, and a busy bee levy.
  - b. Annual Dues.
    - i. Member and Partial Members' Annual Dues shall consist of the following elements subscription fee and a busy bee levy if the prerequisite number of busy bees are not attended. WSC Capitation fee shall be separate from Dues and Fees and any increase in Capitation fee will be passed directly onto members; and
    - ii. Associate Members' Annual Dues shall consist of a subscription fee.
- 122. At the time of issue of the Club's Annual Dues, the WSC Capitation shall also be levied on members, on behalf of WSC by the Club. The WSC Capitation charge, as it may be from time to time, shall be passed on automatically to members.

Annual Dues shall be payable in advance on the 1<sup>st</sup> January each year.

- 123. **Provisional Applicant and Probationary Member Fees.** These Fees are paid by a Provisional Applicant or a Probationary Member, at the time of submitting the Club's Application Form. These Fees shall consist of the following elements an application fee and range fee.
- 124. Dues and Fees shall be a sum as may from time to time be determined by the Club at an Annual General or Special General Meeting.
- 125. The payment of Dues and Fees shall acknowledge a Member, Partial Member, and Provisional Applicant's agreement to abide by the Club's Constitution, Club's By-Laws, Standing Orders of the Club and Club Rules on the Range in force for the time being.

#### **DUES IN ARREARS**

126. Any Dues unpaid at the expiration of a period of six weeks after the date of issue of the first and final notice, shall result in the person(s) then being deemed unfinancial. The date of issue for Annual Dues shall not be before the commencement of the Club Membership Year. Following notification to the Committee by the Treasurer, the Registrar will remove the unfinancial person(s) from the Club's register

#### FINANCE

127. **Financial Year.** The Club's Financial Year shall commence on the 1st of July in each calendar year and shall conclude at the 30<sup>th</sup> June of the subsequent year.

- 128. The Committee shall cause true accounts to be kept of monies received and expended.
- 129. A balance sheet containing a summary of assets and liabilities of the Club on the Saturday after the first Wednesday of October together with a statement of profit and loss for the preceding Financial Year shall be made out and submitted to the Annual General Meeting. The accounts shall be audited by the Auditor who shall make a report on the accounts.
- 130. The accounts shall be open to inspection by any Member upon giving reasonable notice to the Honorary Treasurer at a time and place convenient to the Honorary Treasurer.
- 131. Cheque Signatories. The President, the Honorary Secretary and the Honorary Treasurer are entitled to:
  - a. sign cheques as authorized by the Committee with any two to sign; and
  - b. make electronic payments as authorized by the Committee, with any two to participate.

# AUDITOR

132. The Auditor may be appointed by resolution at the Annual General Meeting to audit the accounts and shall take office on the 1<sup>st</sup> of January of the following year. The Auditor shall not be a Committee Member. The Auditor may attend the Annual General Meeting and take part in discussions.

#### COMMON SEAL

133. The Common Seal of the Club, engraved with the name of the Club, shall be kept in the care of the President.

#### SSAA(WA) AFFILIATION AND BY-LAWS

- 134. The Club shall be affiliated with the SSAA(WA).
- 135. The Club and its Members are subject to the By-Laws of the SSAA(WA).

# NOTICES

- 136. Notices, circulars and communications of any kind to be sent or given to any Member or Provisional Applicant may be served on the Member or Provisional Applicant personally, transmitted electronically or mailed or delivered to the address last standing on the register and when so served, transmitted, mailed or delivered shall be deemed to have reached such Member or Provisional Applicant. A Member or Provisional Applicant changing their address shall give notice thereof to the Registrar.
- 137. Notices of meetings and Annual/Special General Meeting motion(s), in addition to being served on a Member personally or transmitted electronically or mailed or delivered, shall be posted on the notice board at the Club's premises. Posting on the notice board fourteen days prior to such meetings shall be deemed to be sufficient notice to all Members of such meetings.

#### ALTERATIONS OF THE CLUB'S CONSTITUTION

138. No alteration, addition or amendment to the Club's Constitution shall be made unless and until carried by a resolution at any General Meeting called for such a purpose. The resolution must be carried by a

majority of three quarters of the Members present.

- 139. Notice of any proposed addition, alteration or amendment to the Club's Constitution shall be given in accordance with the provisions of 'NOTICES' at paragraphs 136 and 137 of the Club's Constitution.
- 140. Any alterations to the Club's Constitution shall be subject to the approval of the State Government Department which from time to time is responsible for administering the Act.

### DISSOLUTION

- 141. The Club may at any time, with the consent of three quarters of the Members present at a General Meeting called for the purpose, be dissolved.
- 142. If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the Members or former Members. The surplus property shall be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purpose of profit or gain to its individual members, and which association shall be determined by resolution of the members.

#### FIREARMS AND HANDGUNS

143. The Club shall at all times be governed by the Act relating to Firearms and Handguns cited as the *Firearms Act 2024* (WA) and amendments thereto.

# PERTH FIELD RIFLE CLUB INCORPORATED BY-LAWS

1. The Club Committee may from time to time make, alter and revoke By-Laws prescribing all such matters and things which By-Laws are contemplated or required by circumstances at any particular time, or any other such matters and things that are in the opinion of the Committee necessary or expedient for giving full effect to the provisions of Constitution and for the due administration and management of the Club and such By-Laws shall be equally binding as, but shall not be opposed to, the provisions of the Constitution.

#### DEFINITIONS

- 2. The definitions in the Constitution and the following definitions are applicable to these By-Laws unless contrary intention appears:
  - a. 'State Executive Committee' means the State Executive Committee of the SSAA(WA);
  - b. 'Firearms Regulations' means the Firearms Regulations 1974 and amendments thereto; and
  - c. 'Standard Form of Application' means the standard form of application from time to time drafted and approved by the State Executive Committee which all Members are required to complete when requesting Club support for a licence for a Firearm or Pistol.

#### FIREARMS AND PISTOLS

- 3 Ordinary Adult, Ordinary Junior, Family, Probationary and Life Members who are desirous of obtaining Firearm(s) or Pistol(s), having completed six shoots in the discipline for which they are seeking firearm support from the Club, are required to make application on the applicable Club Firearm Support application form which they must present to the delegate for the discipline for which they are seeking support, the Delegate shall present that form and all other relevant information to the Committee at the next committee meeting for Committee consideration for approval.
- 4 Once a Members Club Firearm Support Application has been approved by the Committee, the Club Honorable Secretary shall forward them the Standard Form of Application (F1) or, in duplicate on the Standard Form of Application (F3), whichever is applicable, which they will complete and return with the appropriate fees to the Club Secretary.
- 5. Where an F1 form is used, the Club will then forward its recommendations and all relevant material to the State Assistant Secretary of the SSAA(WA) for consideration by the State Executive Committee. On approval by the State Executive Committee, the State Assistant Secretary of the SSAA(WA) will issue a standard letter of approval (F2) indicating that the application has the approval and support of the State Executive Committee. Where a F3 is used for Club support, it is submitted to the Club for approval.
- 6. Only after application to the Club Committee and approval from the State Executive Committee may a Member apply to the WA Police for Firearm(s) or Pistol(s) to be licensed giving reason for requiring such Firearm(s) or Pistol(s) as being 'competitive activities with this Association'.
- 7. Should any Member who has obtained a Centrefire rifle(s) or Pistol(s) on licence by reason of their

competitive activities with the Club fail to attend any such activity for a minimum of 6 shoots per calendar year, or 4 shoots per discipline per calendar year if two or more pistols are supported for 2 or more disciplines and with no greater period than twelve weeks without satisfactory written or emailed explanation, tendered prior to the deadline date, they will be sent a Letter of Caution to the address currently on the club records, by the Club Honorary Secretary or committee nominated person, which will state they shall be required to attend 1 shoot per month for six months. If they fail to attend as required without a satisfactory written or emailed explanation, tendered prior to the deadline date, support will be cancelled. Repeated infringements of the attendance requirements during non-caution periods may result in the committee cancelling their club support.

- 8. In all cases such 'lack of activity attendance' notification will be directed to the State Executive Committee who will act entirely on the recommendation from the Club. Cancellation of membership and/or revocation of the Firearm(s) or Pistol(s) licence(s) shall follow.
- 9. Members are obliged to notify the Club Committee of any transaction concerning their Firearm(s) or Pistol(s) if such Firearm(s) or Pistol(s) are registered as Club supported Firearms.

#### ARMOURERS

- 10. A Club discipline delegate, at the time of election, shall as a consequence of election also become a Club armourer. The delegate shall remain an armourer until such time as all the firearms in the delegate's charge are handed over to a newly elected delegate(s). Additional armourers may be appointed, from time to time, by motion of the committee and shall remain armourers until:
  - a. no longer authorized by motion of the committee; or
  - b. such time as the firearms in the armourer's charge are all handed over to another Club armourer(s).

#### RANGES

- 11. Ranges shall be constructed in accordance with specifications as set out by the SSAA (WA) and shall be subject to the approval of the State Executive and also by the WA Police.
- 12. SSAA (WA) range inspection, wherever possible, shall be by persons authorized by the SSAA (WA) or any other authority that may be invited or appointed by the State Executive Committee to inspect and report to it on same.

#### RANGE ACCESS

13. The PFRC range shall only be open for member's personal use on non-calendar days (i.e. outside programmed shoots). Persons need to be a full member for a minimum of six months before being eligible to apply for a WSC gate access. Access is confined to those members with a membership card issued by PFRC. Provisional Applicants and visitors are only permitted at the range if there is a calendar shoot taking place, visitors may attend if in the company of a committee member for non-shooting activities.

#### SAFETY AND SAFETY VIOLATIONS

- 14. A Safety Violation will be deemed to have taken place when a shooter or person has acted:
  - a. In contravention of the Range Rules/By-Laws/procedures on the range in accordance with a Discipline Rule Book under which they are competing.
  - b. Or behaves in a manner that the Range Officer, Discipline Delegate/Sub Delegate, deems to be unsafe.
  - c. Has left the firing point with an uncleared firearm.
  - d. Has holstered a handgun but has not been cleared by the Range Officer or Safety Officer appointed for that detail.

When deemed to have committed a safety violation, the person in question shall be verbally informed by the Range Officer/Safety Officer for that detail, Discipline Delegate/Sub Delegate that has observed the offence, that they have committed a safety violation and it is of the magnitude that it is to be reported to the Club Committee in writing on the prescribed form.

Safety Violations observed by Members outside of programmed events, should be reported in writing to the Club Secretary for review at a Club Committee Meeting by the Committee.

The Range Officer, Sub Delegate, Delegate, can excuse, dismiss, disqualify any shooter or person from the range who has been deemed to be unsafe or committed a safety violation that requires such action, or as prescribed in the Rule Book for a shoot.

**NB:** Suspension of membership or fining is only applicable after review by the committee as prescribed in the Constitution.

A Delegate or Sub Delegate may decline to let someone participate in any programmed shoot, if that person has been deemed to have committed a reported safety violation, which has not yet been reviewed by the Committee.

**NB:** No Member can be fined or suspended by any person with a Club position. Only the Committee may fine or suspend a Member following a resolution at a Committee Meeting, as outlined in the Club Constitution, Paragraph 14 'Fining, Suspension and Expulsion of Members'. Notification will be in writing from the Club Secretary.

#### LIQUOR AND DRUGS

- 15. No person, whether a Member of the Club or not, shall consume any intoxicating liquor on the premises of the Club whilst a shoot is in progress. However at the conclusion of the shoot Members may consume intoxicating beverages providing they do not handle any Firearm or Pistol on the premises of the Club for the remainder of the day.
- 16. No person, whether a Member of the Club or not, if deemed to be 'under the influence of liquor or adversely affected by drugs', shall:
  - a. be admitted to any firing range whilst a shoot is in progress, or
  - b. be permitted to handle, demonstrate, load or fire any Firearm or Pistol on the Club's sub-leased property.

The Club Captain or President shall be the ultimate authority in all determination of what constitutes 'under the influence of liquor or adversely affected by drugs' within the context of these By-Laws.

# CHANGE OF ADDRESS

- 17. A Member of the Club shall within fourteen (14) days of any change of his/her address notify the Honorary Secretary of such change of address and the Honorary Club Secretary shall within fourteen (14) days also notify the State Secretary of the SSAA (WA) of such change of address and the relevant entries of such changes of address will be implemented into the Club's register of members.
- 18. The Honorary Secretary shall notify the State Secretary of the SSAA (WA) of any changes or appointments to the Club Committee within fourteen (14) days of such change or appointment being made.

# PFRC FISCAL POLICY

- 19. The Club's expenditure shall be constituted by five categories as follows:
  - a. Standing Liabilities
  - b. Maintenance
  - c. Consumables
  - d. Asset Replacement
  - e. Development

The first four categories (ie Standing Liabilities, Maintenance, Consumables and Asset Replacement) are mandated, while the fifth (ie Development) while not mandated is considered essential for the longer term goals of the Club.

- 20. The five categories are defined as follows:
  - a. **Standing Liabilities.** Standing liabilities being those expenses which the Club cannot avoid paying in order to exist. Examples of standing liabilities are capitation fees, insurance, firearms licencing, club mailbox etc.
  - b. **Maintenance.** Maintenance being servicing of plant and equipment and fixed assets/facilities. Examples of maintenance are tractor servicing, generator servicing, painting etc.
  - c. **Consumables.** Consumables being items consumed in the running of the Club. Examples of consumables are fuel, targets (paper and clay), cleaning and cleaning products, stationery etc.
  - d. **Asset Replacement.** Asset replacement being plant and equipment (eg mechanical apparatus), as listed on the Club's asset register, which for whatever reason, cannot be replaced by insurance. Examples being general wear and tear of such items as the tractor, generator, traps, firearms, target frames etc.
  - e. **Development.** Development being those things which the committee determine require an allocation of specific saving in order to achieve the intended outcome eg rifle range extension, pistol range, skeet range, new equipment needs etc.
- 21. To give substance to the fiscal policy PFRC shall have three accounts as follows:
  - a. **General Account.** This account shall meet the Club's standing liabilities, consumables and maintenance needs. It shall be to receipt:

- i. Joining Dues and Annual Dues
- ii. Provisional Applicant and Probationary Member Fees
- iii. The Club's other income sources
- b. **Asset Replacement.** This account shall meet the Club's asset replacement needs, shall include the key deposit and allocated at a minimum of \$10,000 annually to a target of \$100,000 in perpetuity (as at 2018). The minimum allocation and maximum target can be adjusted by the Committee to reflect ongoing financial indexing beyond 2018.
- c. **Development.** This account shall meet the Club's development needs and allocated at a minimum of \$5,000 annually if possible.
- 22. **Budget.** The committee shall consider and approve an annual budget in February and allocate funds to the three accounts, from the General Account, in March of the same year. Funds shall be allocated in priority order as follows:
  - a. Priority 1 standing liabilities, maintenance, consumable needs.
  - b. Priority 2 asset replacement needs.
  - c. Priority 3 development needs.

# ADDENDUM 1 TO BY-LAWS

# GUIDANCE FOR THE NOMINATION OF LIFE MEMBERSHIP FOR THE PERTH FIELD RIFLE CLUB

## INTRODUCTION

1. This document outlines the background to and the purpose of Life Membership, provides guidance on the selection of nominees and preparation of citations and details the processing procedure.

## PURPOSE

- 2. The purpose of Life Membership is to authorize and reward outstanding, individual achievements or meritorious, individual performance of services(s) to the Club.
- 3. Life Membership is not meant to provide recognition solely for long service.

## **BASE CRITERIA**

- 4. Persons being considered for nomination:
  - a. must be a past or current Member(s) of the Club, and
  - b. should be perceived as ambassadors for the Club in maintaining the esteem of Life Membership of the Club.

## ADMINISTRATIVE PROCEDURE WHO MAY NOMINATE

5. Nominations for Life Membership may be made by any Member of the Club, unless their Dues are in arrears, to the Committee. However, the *utmost* care must be taken to ensure the nominee is not made aware of his or her nomination.

# FORM OF NOMINATION

- 6. All nominations must be in writing and the citation is to have the form or layout as set out below:
  - a. full name,
  - b. current address,
  - c. year joined the Club, and
  - d. citation detail. This to be approximately one typed page in length with details as set out below:
    - i. describe the outstanding achievement(s), or the sustained distinguished, exceptional or meritorious service over the time for which the person is recommended. Possible grounds related to service include:
      - A. services, performed over an extended period of time, which are additional or superior to those normally expected;
      - B. services, performed over an extended period of time, carried out in difficult circumstances;

- C. ordinary services, performed over an extended period of time, with such loyalty and devotion that they are an inspiration to others; or
- D. services, performed over an extended period of time, in such a way that they have special value to the Club or have achieved outstanding results. In the context of this element an extended period of time is defined as 'several years';
- ii. give a brief biographical review of the nominee's Club participation (to include discipline achievements and Committee responsibilities, if applicable);
- iii. outline the person's personal characteristics and integrity;
- iv. give an indication of the esteem and respect in which the nominee is held by other Club Members (and allied clubs, if applicable), and
- v. describe any involvement in activities which have promoted the Club's image in the eyes of the shooting club movement and/or the community in general.

# CONSIDERATION PROCEDURE

- 7. Nominations are to be considered by a meeting of the Committee at either:
  - a. a monthly Committee Meeting, or
  - b. a special Committee Meeting particularly if the nomination concerns a current Committee Member.
- 8. Such Committee meetings are to be held in camera and obviously the definition of Committee excludes any current Committee Member under consideration.
- 9. A nomination will be successful if passed by a two thirds majority of the Committee.

# SUCCESSFUL NOMINATIONS

10. Successful nominees are to be advised in writing by the Honorary Secretary.

# PRESENTATION

11. The presentation of Life Membership is to be made preferably at the Club's annual presentation event or failing this, any other event deemed appropriate by the Committee.

# UNSUCCESSFUL NOMINATIONS

12. All paperwork associated with an unsuccessful nomination is to be destroyed immediately upon completion of the consideration meeting by the Chairman. All Members present are to be advised to remain mute about the proceeding of such unsuccessful nominations by the meeting chairman.

# LIFE MEMBERSHIP BENEFITS

13. The following benefits (noting that fees for consumables still apply eg clay fees, ammunition) flow from Life Membership:

- a. full voting rights, and
- b. waiving of the subtended Due's elements:
  - i. annual subscription fee, and
  - ii. busy bee levy.

# ADDENDUM 2 TO BY-LAWS

## GUIDANCE FOR THE NOMINATION OF HONORARY MEMBERSHIP FOR THE PERTH FIELD RIFLE CLUB

1. This addendum outlines the purpose of Honorary Membership, provides guidance on the selection of nominees, details the processing procedure and defines the benefits.

## PURPOSE

2. The purpose of Honorary Membership is to recognise and reward individuals who are not Members of the Club but who have provided a significant contribution to the Club.

## WHO MAY NOMINATE

3. Nominations for Honorary Membership may be made by any Member of the Club, unless their Dues are in arrears, to the Committee.

## FORM OF NOMINATION

4. Nominations shall be made by a motion at any Committee Meeting and shall be successful if passed by a majority vote. Successful nominees are to be advised in writing by the Honorary Secretary.

## PRESENTATION

5. The Honorary Membership presentation is to be made preferably at the Club's annual presentation event or failing this, any other event deemed appropriate by the Committee.

# HONORARY MEMBERSHIP BENEFITS

- 6. The following benefits flow from Honorary Membership:
  - a. access to the Club facilities;
  - b. participation in Club competitions but on a non-competitive basis only;
  - c. a charge free, range key;
  - d. a medallion or certificate or such other form of acknowledgement as the Committee shall deem fit and appropriate; and
  - e. membership for life unless the Committee determines otherwise.
- 7. Honorary Members do not have voting rights.

ADDENDUM 3 TO BY-LAWS

# **CLUB MEMBERSHIP APPLICATION FORMS**

DE		TETON			CATTON		
	RC PROV	TSTOK	AL APP		JATION		
Adult 🗆 (1 Adult) Family1	er of juniors)	Family2 (2 Adults + any number of juniors) Junior (under 18)				(under 18)	
Section 1	Ap	plicant Info	ormation				
First Name		Surname					
Date of birth//	Mobile				Home Phone		
Current address		Suburb				Postcode	
Email			SSAA Membership Number (Mandatory)				
Emergency Contact name		Emerg	ency Phone			Relationship	
Employer	Job description	ı					
Do you own a firearm?	YES /	NO	If 'YES' typ and calibre				
What is your firearms licence number?							
Are you a SSAA member? (If 'YES' attach a copy of your card)	YES /	YES / NO		If not a SSAA member then a SSAA membership form must be submitted now to the SSAA directly.		YES I have sent separate application to SSAA	
Are you currently or have you ever been a member of a firearms club?		NO If 'YES' lis		club(s	s) and year(s):		
Have you ever been refused membership or expelled from a club? If 'YES' give details in a covering letter.		NO					

	Additional Applicants				
Name		Birthdate	//	Age	SSAA Number
Name		Birthdate	//	Age	SSAA Number
Name		Birthdate	//	Age	SSAA Number

### Section 2 DECLARATION

I / We declare that:

- 1. I / We have no criminal convictions, or medical/physical impediment which would preclude me/us from legally owning a firearm.
- 2. I / We shall attend & pass the Perth Field Rifle Club Inc. Safety Training Course and Muzzle Awareness (Handgun shooters)
- As a Provisional Applicant, I/We shall attend 6 PFRC programmed shoots in my chosen discipline during the mandated 6 month provisional period.

4. I / We have read and shall at all times, abide by the Constitution, By-Laws, Standing Orders and Club Rules on the Range of PFRC and the By-Laws of Sporting Shooters Association of Australia (WA) Inc.

Signatures				
The information supplied above is tru	e and correct. I authorise PFRC to verify the information provide	ed on this forn	n as to my good character.	
Signature of first main applicant:		Date:	//	
Signature 2 <sup>nd</sup> applicant		Date:	//	
Signature of the 3rd applicant		Date:	//	
Signature of the 4th applicant		Date:	//	

#### PFRC PO Box 899 JOONDALUP DC WA 6919

#### Section 2 Notes:

- Provisional Applicant: is someone who is not yet a member of the Club needing to meet a set of conditions, before they can obtain unsupervised usage rights to the range or be supported by the Club for them obtaining a firearm.
- An Adult is defined as a person 18 years of age or over.
- A Junior member is any applicant under the age of 18 years.
- Family members must be all residing at the same address. (See Constitution 11c)
- PFRC is affiliated with the Sporting Association of Australia (SSAA), maintenance of full membership is mandatory for all club members. Please enter W23 as your Branch when completing the SSAA Application.

#### Section 3 Payment Details

Provisional application fees as below (includes GST)

<ul> <li>Adult applicant (1)</li> <li>Family1 - One Adult applicant &amp; any number of Junior applicants.</li> </ul>			<ul> <li>Family2 - Two or more Adult applicants &amp; any number of Junior applicants.</li> </ul>			
Application Fee	Range Fees	Total	Application Fee	Range Fees	Total	
\$ 275.00	\$ 22.00	\$ 297.00	\$ 280.50	\$ 27.50	\$ 308.00	

PA	PAYMENT METHOD I have made Payment by the following: (please tick box)						
	Direct Deposit into the Club bank account held with the Commonwealth Bank –						
	Account name → PFRC						
$  \square  $	BSB → 066-005						
	Account number → 0091 2110						
	If payment is made by direct deposit, then the applicant shall:	If payment is made by direct deposit, then the applicant shall:					
	<ul> <li>Advise PFRC, in writing or email Treasurer that payment has been made by dire</li> </ul>	Advise PFRC, in writing or email Treasurer that payment has been made by direct deposit; and					
	<ul> <li>Ensure that the name of the applicant appears in the direct deposit details in the</li> </ul>	PFRC account statement for					
	the Commonwealth Bank account number 0091 2110; BSB 066-005.						
	Payments PayPal Payment made via paypal - sent to finance@pfrc.com.au please e	nsure you provide a reference					
$  \square  $	by rayral for the payment; or						
	Cheque / money order to the PFRC, PO Box 899, Joondalup DC WA 6919.						
	Please put your name on the back.						
NOTE	NOTE:						

#### NOTE:

Range fees shall always be paid in bulk at the sum set out in the table above. This payment covers the six month Provisional period. Bulk range fees are compulsory.

- Committee meetings are held on the first Wed of the month. You can email your application form to the <u>Registrar@pfrc.com.au</u> but the original with your signature(s) on it must be posted to PFRC, PO Box 899, Joondalup DC WA 6919. Applications can take up to a month to process.
- 2. Fill in all details and print clearly, including your email address. An improperly completed form will not be submitted or processed.
- 3. Some banks refuse to put names next to payments over the counter. If you pay in a branch please email <u>Treasurer@pfrc.com.au</u> advising of your payment.
- 4. When you receive your SSAA Membership number(s) please notify the Registrar@pfrc.com.au.

Member #	Date approv Committee	ed by	8	Entered into Da	tabase		Card sent	
PFRC PRO	BATIONA	RY OR A	SSO	CIATE M	IEMBE	RSHIP AF	PPLICA	TION
	PROBAT	IONARY			ASS			
Section 1		APPLIC	CANT IN	FORMATION				
First Name			Surnam	e		-		
Date of birth/_		Mobile				Home Phone		
Current address			Suburb		-		Postcode	
Email			-		SSAA Me	embership Number	(Mandatory)	
Emergency Contact name			Eme	rgency Phone			Relationship	
Employer		Job description						
Firearms Licence Number	r							
Details of other firearms n support – type and calibre								
What Firearms Club are y have been a member of. (List club and year)	ou currently or							
Have you ever been refus membership or expelled fi 'YES' give details in a cov	rom a club? If	YES/NC	D					

Reference	e (for SSAA members transferring from anothe	r club only) former club name			
Reference Contact 1	Reference Address 1 or email		~	Reference Phone 1	
Reference Contact 2	Reference Address 2 or email			Reference Phone 2	

	FIREARMS YOU REQUIRE SUPPORT FOR					
Rifle/Pistol	Action Type:	Serial No:	Magazine Capacity	Calibre		
Rifle/Pistol	Action Type:	Serial No:	Magazine Capacity	Calibre		
Rifle/Pistol	Action Type:	Serial No:	Magazine Capacity	Calibre		

If additional Firearms please list separately.

#### Section 2 DECLARATION

I declare that:

- 1. I have no criminal convictions, or medical/physical impediment which would preclude me from legally owning a firearm.
- 2.
- I shall attend & pass the Perth Field Rifle Club Inc. Safety Training Course, Muzzle Awareness (Handgun shooters). As a Probationary Member I shall attend 6 PFRC programmed shoots in my chosen discipline during the mandated 6 month 3. probationary period.
- I have read and shall at all times, abide by the Constitution, By-Laws, Standing Orders and Club Rules on the Range of PFRC 4. and the By-Laws of Sporting Shooters Association of Australia (WA) Inc.

Signature			
The information supplied above is true and correct. I authorise PFRC to verify the information provided on this form as to my good character.			
Signature of applicant:		Date:	//

### PFRC PO Box 899 JOONDALUP DC WA 6919

#### Section 2 Notes:

#### 1. Probationary Member:

- a. Being a person who is or/has been a member of another shooting organization.
- b. Being a person who requires transfer of or support for existing firearms licenced to them.
- c. Must be a member of SSAA for 6 months.
- d. Must supply bona-fides or references from other club(s).
- 2. Associate Membership is available to members of other shooting clubs, as approved by the Committee.
- 3. PFRC is affiliated with the Sporting Shooters Association of Australia (SSAA), maintenance of full membership is mandatory for all club members.

#### Section 3 Payment Details:

Probationary and Associate application fees as below (includes GST).

PROBA	FIONARY - ADULT	APPLICANT	ASSOCIATE – ADULT API	PLICANT
Application Fee	Range Fees	Total	Subscription Fee	Total
\$ 275.00	\$ 22.00	\$ 297.00	\$ 130.00	\$ 143.00

PA	YMENT METHO	D I have made Payment by the following: (please tick box)				
	Direct Deposit into the Club bank account held with the Commonwealth Bank –					
	Account name					
	BSB → 066-005					
	Account number → 0091 2110					
	If payment is made by direct <u>deposit</u> then the applicant shall:					
	<ul> <li>Advise PFRC, in writing, that payment has been made by direct deposit; and</li> </ul>					
	Ensure that the name of the applicant appears in the direct deposit details in the PFRC account statement for					
	the Commonwealth Bank account number 0091 2110; BSB 066-005.					
	Payments PayPal	Payment made via PayPal - sent to finance@pfrc.com.au please ensure you provide a reference				
	by PayPal	for the payment; or				
	Cheque / money order to the PFRC, PO Box 899, Joondalup DC WA 6919					
	Please put your nam	e on the back.				

#### NOTE:

Range fees shall always be paid in bulk at the sum set out in the table above. This payment covers the <u>six month</u> Probationary period. Bulk range fees are compulsory.

- Committee meetings are held on the first Wednesday of the month. You can email your application form to the <u>Registrar@pfrc.com.au</u> but the original with your signature on it must be posted to PFRC, PO Box 899, Joondalup DC WA 6919. Applications can take up to a month to process.
- 2. Fill in all details and print clearly, including your email address. An improperly completed form will not be submitted or processed.
- 3. Some banks refuse to put names next to payments over the counter. If you pay in a <u>branch</u> please email <u>Treasurer@pfrc.com.au</u> advising of your payment.

# PERTH FIELD RIFLE CLUB INCORPORATED STANDING ORDERS

- 1. The business of the Club at all meetings shall be conducted in the following manner, unless otherwise determined by the Members, after electing a President.
- 2. The following shall be the order of business:

**Meeting Opened** 

**Present Apologies** 

Previous Minutes Read Business Arising from Minutes Correspondence – Inwards Correspondence – Outwards Treasurer's Report

Discipline Delegate's Reports

Other Committee Member's Reports

**Special Committee Reports** 

Agenda Items General Business

Meeting Closed

- 3. The business of Special General Meetings of the Club shall be confined to reading the notice convening the meeting, and the consideration of that subject only for which the meeting was called.
- 4. Any Member desiring to speak shall rise in his/her place and address the Chair. If two or more Members rise at the same time, the Chair shall call upon the Member who, in his/her opinion, first rose to speak. But any Member named may be heard upon a motion being duly carried that 'he/she do now speak' or 'be now heard'.
- 5. A Member can only speak once on any question before the meeting, except:
  - a. in reply to an original motion;
  - b. in explanation or correction of some matter, during the debate; and
  - c. upon a point of order raised during the debate.
- 6. A Member shall not be held to have spoken if he/she only uses the words 'I second the motion' or 'Amendment' as the case may be.
- 7. Any Member may at any General Meeting of the Club give a notice of motion for a future meeting by reading such notice to the meeting, or handing a copy thereof to the Honorary Secretary at least fourteen days prior to the next Special or General Meeting.
- 8. All notices of motion shall take precedence in the order in which they are received unless otherwise ordered by the meeting and will lapse if the Member, or some other Member, on his/her behalf be not present when the order of the day for such notice is read.
- 9. Orders of the day shall include the correspondence and all business arising out of the former in the order in which they stand in the minute book. When a motion for an adjournment of the meeting has been carried, the business then undisposed of shall have precedence at the next General Meeting.
- 10. All motions shall be:
  - a. duly proposed and seconded;

- b. the property of the meeting; and
- c. withdrawn only by leave of the proposer and seconder.
- 11. Motions may be adjourned from time to time or altered or amended until a decision is arrived at.
- 12. A motion may be amended at any time during the debate thereon by:
  - a. striking out certain words,
  - b. striking out certain words and inserting other words in their place, or
  - c. adding certain words.
- 13. Upon any amendment being carried, it shall be considered final, but the rest of the original motion may be further amended or altered until a decision is arrived at.
- 14. A motion may be superseded at any time:
  - a. by another motion that it be discharged from the notice paper,
  - b. by an adjournment of the debate or the meeting,
  - c. by a motion 'that the question be now put' being resolved in the affirmative, or
  - d. by a motion 'that the next business be proceeded with' being resolved in the affirmative.
- 15. A motion for the adjournment of a meeting may be proposed at any time during a meeting, or for the adjournment of the debate, at any time during such debate, and shall be at once put to the meeting by the Chair unless time is mentioned. An amendment to alter time can be proposed upon a motion for adjournment only, if time is mentioned as part of such motion, and can only apply thereto.
- 16. When a motion has been duly proposed and seconded and debated upon, the Chair shall at once proceed to take the vote thereon.
- 17. Any motion carried by the meeting cannot be again debated or rescinded unless a motion has been carried ordering a Special Meeting of the Club Members for that purpose, and a vote of two thirds of the members present and entitled to vote, voting in favor of the motion at the Special Meeting shall be required to rescind any former decision of the Club Members.
- 18. A motion for a Special Meeting to rescind a motion already carried may be proposed at any time without previous notice, upon the meeting, subsequent to that on which the motion was carried which it is proposed to rescind.
- 19. The Chair shall put all questions in a distinct and audible voice to the meeting, asking for a show of hands when the vote shall be taken or any Member may demand a division, when the Chair shall take the vote by asking the 'Ayes' to go to the right and the 'Nos' to the left.
- 20. No Member can speak to any question after it has been put by the Chair, nor during a division, except to a point of order.
- 21. The mover of any motion for the appointment of a sub-committee shall be a member thereof. If a quorum for that sub-committee be not present at the time appointed for commencing business, a majority of those present may adjourn to another date. Any member of a sub-committee absent from three consecutive meetings thereof without reasonable excuse shall be reported to the Club and may be removed from such sub- committee and another member elected in his/her place. Reports of sub-committees, if deemed necessary, shall be submitted to the meeting in writing.

- 22. Any Member speaking shall at once resume his/her seat if:
  - a. the Chair rises to speak, or
  - b. a point of order is raised

and shall not resume his/her speech until the point of order is decided.

- 23. The mover of any original motion shall be allowed ten minutes to introduce it and five minutes to reply. No other Member shall be allowed to speak more than ten minutes at any one time.
- 24. It shall be competent, by a vote of two thirds of the Members present and entitled to vote, voting in favour of the motion, for the meeting to suspend any standing order herein contained, provided the effect of such suspension shall not be the rescinding of any resolution previously adopted by the Club Members.
- 25. Any Member may demand a secret ballot which must be accepted.

# PERTH FIELD RIFLE CLUB INCORPORATED CLUB RULES ON THE RANGE

# DEFINITIONS

- 1. The definitions in the Constitution, the By-Laws and the following definitions are applicable to these Club Rules on the Range unless contrary intention appears:
  - a. 'Range Closed (No Shooting)' means Range Closed (No Shooting) in accordance with paragraph 23,
  - b. 'Range Officer' means a person who has been accredited by the SSAA(WA) as a Range Officer or a person deemed by the Committee as equally qualified,
  - c. 'Range Open for Shooting' means Range Open for Shooting in accordance with paragraph 22,
  - d. 'Safety Officer' means any competent shooter nominated by a Range Officer as the occasion demands, and
  - e. 'Downrange' means anywhere forward of the firing line.

# APPLICABLE DOCUMENTS AND PUBLICATIONS

- 2. All shooting activity on the various ranges of the Club shall, for good governance and safety, be conducted to accord with the following:
  - a. the Club Rules on the Range;
  - b. SSAA rule books, as issued and amended from time to time, for the subtended disciplines:
    - i. Benchrest,
    - ii. Combined Services,
    - iii. Field Rifle and Scoped Three Positional,
    - iv. Field Pistol and International Handgun Metallic Silhouette,
    - v. Rifle Metallic Silhouette,
    - vi. Shotgun,
    - vii. Long Range Precision (Rifle), and

any other discipline introduced into the Club following Committee approval; and

c. any other publications or documents approved by the Club Committee.

# PRECEDENCE

- 3. In the case of a conflict between the Club Rules on the Range, SSAA publications and any other approved publication the following shall be the precedence unless ruled otherwise by the Club Committee:
  - a. Club Rules on the Range,
  - b. SSAA rule books, and
  - c. other publications or documents.

4. In the case of State or National titles being conducted by the Club, the SSAA rule book for the discipline concerned shall have precedence over Club Rules on the Range for the duration of the State or National title.

## PRELIMINARIES

- 5. **Ultimate Safety Authority.** The Club Captain and/or President shall be the ultimate authority in all determinations of Club safety.
- 6. **Attendance Book.** The attendance book is to be signed by all Members and visitors, and appropriate range and other fees paid, immediately on arrival at the Club.
- 7. **Flags.** Red safety flags will be flown at specified points before firing commences.
- 8. **Range Officer.** The Range Officer shall be any qualified person nominated by the Club Captain or Discipline Delegate or sub delegate.
- 9. **Firearm and Pistol Handling.** On the range all Pistols, unless holstered hammer down, and all Firearms must be held, carried and stored in such a way that it is evident they are in a safe condition.
- 10. **Rifles.** No rifle on the range is to have its breach closed unless actually being used. No rifle is to be carried cased and the muzzle must be pointed up at all times.
- 11. **Pistols.** Pistols can be carried directly to a designated rigging area in a case or bag.
- 12. **Shotguns.** No shotgun on the range is to have its breach closed unless actually being used or being stored in a gun rack. All shotguns are to have their action open and the barrel(s) pointed in a safe direction during carriage with the exception that disassembled shotguns may be carried cased.
- 13. Penalties can be imposed for infringements.
- 14. No loaded magazines can be carried on a person unless under the supervision of the Range Officer.
- 15. There will be no persons other than the Range Officer, Safety Officer(s), instructors approved by the Range Officer and those immediately engaged in firing, on the firing point itself during a programmed shooting activity. Spectators must remain in an area designated by the Range Officer if on or near the firing line.

# PERSONAL PROTECTION

- 16. **Ear and Eye Protection.** Ear protection must be worn by all persons on the firing line. In addition eye protection must be worn by all shooters during designated competition activity at the Club. Outside competition activity, eye protection measures are the responsibility of each individual shooter.
- 17. **Footwear.** Fully enclosed footwear will be worn at all times on the range e.g., thongs are NOT sufficient as the complete foot must be covered.

# FIRING ACTIVITY MATTERS

18. **Shooter and Spectator Supervision.** All shooters and spectators shall be under the supervision of a Range Officer and shooters will not commence loading or firing until the words of command are given by the Range Officer.

- 19. Arc of Fire. The arc of fire shall be such that no loaded Firearm or Pistol shall be pointed above or to either side of the target area.
- 20. **Approved Targets.** Firing, unless otherwise approved by the Range Officer, shall only be at targets authorized for the particular discipline being shot. In the case of paper targets, they must be properly attached to the target frames.
- 21. Approved Ammunition and Steel Targets. Only fully unjacketed ammunition shall be used on steel targets.
- 22. **Range Open for Shooting.** The range shall be in the state of Range Open for Shooting when all the following procedures have been carried out.

# a. Rifles and Pistols.

- i. The Range Officer has ensured that there are no persons downrange,
- ii. The range closed flag or sign has been removed, and
- iii. The range open for shooting bell has been sounded once.

# b. Shotguns.

- i. The Range Officer has ensured that there are no persons uprange unless they are trappers and they are adequately protected, and
- ii. The shooter(s) is at the firing position(s).
- 23. **Range Closed (No Shooting).** The range shall be in the state of Range Closed (No Shooting) when all the following procedures have been carried out.

# a. Rifles and Pistols.

- i. All Firearms and Pistols have been cleared,
- ii. The range closed bell has been sounded twice, and
- iii. The range closed flag or sign has been displayed.

# b. Shotguns.

- i. The last target has been thrown,
- ii. All shooters have opened the action and removed all ammunition from the breech or magazine, and
- iii. The Range Officer has declared that all shooters are to unload and check scores or words of similar intent.
- 24. **Unsatisfactory Targets.** In the case of a target, other than clay target, tearing, shifting or being obscured by vegetation or flags such that it is unsatisfactory and the shooter desires to replace or adjust the target, he / she will attract the attention of the Range Officer. In the case of clay targets, should a clay target throwing device which is forward of the shooters require adjustment or target replenishment such action will be determined by the Range Officer. In both cases the Range Officer will, if the load, commence fire or like command has been given carry out actions at sub paragraphs a, b, c and d below or if the load, cease fire or like command has not been given then carry out actions at sub paragraphs c and d below:

- a. cause all firing to cease,
- b. clear all Firearms or Pistols
- c. implement Range Closed (No Shooting), and
- d. then nominate a person, preferably not immediately engaged in firing, to move to the target area and take corrective action. Before a person moves downrange the following actions shall occur:
  - i. **Pistols.** Pistols must be holstered.
  - ii. **Rifles.** Rifles may stay on the firing line but shooters must stand back.
  - iii. **Benchrest Rifles.** Benchrest rifles may stay on benches but must have the bolt removed and shooters must stand away from benches.
  - iv. **Shotguns.** Shotguns must be unloaded with their actions open and the barrel(s) pointed in a safe direction.
  - v. Long Range Precision (Rifle). Rifles may stay in the firing position and must have the action open and bolts removed where possible, and shooters must stand away from the rifles.
- 25. **Malfunctions.** In the event of any malfunction of a Firearm or Pistol on the firing point, the shooter involved must raise his/her hand in the air to attract the attention of the Range Officer, who will then either:
  - a. clear the Firearm or Pistol for removal from the firing point, or
  - b. supervise correction of the malfunction, provided it can be done quickly and with a minimum of disturbance to the other shooters.

## CLEARANCE

- 26. **Inspection / Clearance.** Firearms and Pistols must be inspected and cleared as safe by the Range Officer or a Safety Officer and the shooter must then promptly remove the Firearm or Pistol from the firing point. Firearms and Pistols not removed promptly after clearing shall be subject to re-inspection and clearance.
- 27. Sitting Behind and Sighting. No person shall sit behind or sight through any Firearm or Pistol under any circumstance until the Range Officer has declared the Range Open for Shooting and called the shooters to the line.

## MISCELLANEOUS

- 28. **Visitors.** Any person not being a Member or Applicant can shoot as a visitor at calendar events for a maximum of 3 times, unless specifically invited by the Discipline Delegate or Committee Member.
- 29. Animals. During any shooting activity, be it programmed or unprogrammed, all animals shall be restrained in the car park or an area(s) designated by the Committee from time to time.