

NORTHERN TERRITORY BRIDGE ASSOCIATION INC.

CONSTITUTION

April 2011

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NORTHERN TERRITORY BRIDGE ASSOCIATION

CONSTITUTION

PART I – GENERAL

1. NAME

The name of the Association will be the Northern Territory Bridge Association.

2. INTERPRETATION

In this constitution, unless the context otherwise requires –

“ABF” means the Australian Bridge Federation Incorporated;

“ABF Councillor” means any person duly appointed by the Council to represent the Association at meetings of the ABF;

“ABF playing member” means a natural person who is either a member of a State or a member of a bridge club which is either a member of or affiliated with a State;

“Act” means the *Associations Incorporation Act*;

“Affiliate” means a member of the Association;

“Association” means the Northern Territory Bridge Association;

“Council” means the Council of the Association constituted under this constitution for the management and control of the Association;

“Darwin Area” means the Darwin Statistical Division as amended from time to time by the Australian Bureau of Statistics, unless otherwise determined from time to time by the Council;

“Delegate” means a person given power or authority to represent an Affiliate at a meeting of the Association;

“General Meeting” means a General Meeting of Council convened and held in accordance with this constitution;

“Member” means an individual member of an Affiliate;

“Officer” means all members of the Management Committee and includes ABF Councillor and Masterpoint Secretary, Public Officer and Legal Counsel;

“State” means a constituent member of the ABF; and

“Two years” or “2 year term” means the period from one Annual General Meeting to the second Annual General Meeting thereafter.

3. OBJECTS

The objects of the Association are –

- (a) to promote, control, and advance the game of contract bridge in the Northern Territory;
- (b) to act as the national authority pursuant to Part XI of the International Code of Laws of Duplicate Bridge;
- (c) to maintain recognition by the ABF as the constituent representative for the Northern Territory;
- (d) to encourage, support and collaborate with other bodies whose objects are similar to those of the Association;
- (e) to organise, administer, supervise and conduct tournaments and competitions as decided by the Council from time to time;
- (f) to select Northern Territory representatives;
- (g) to interpret and administer the laws of contract bridge, to arbitrate in or settle any disputes in relation thereto, and generally, but without limiting the foregoing, to interpret and administer the International Laws of Duplicate Bridge as amended from time to time, or any like laws adopted in substitution therefore, and to act as the appellate body pursuant to those laws;
- (h) to encourage and support tournament directors, bridge teachers and such other personnel as may be required to carry into effect the objects of the Association; and
- (j) to do all such acts and things as are incidental or conducive to the objects of the Association.

4. POWERS

The Association shall, in addition to the powers in the Act, have power –

- (a) to raise or borrow money and secure the repayment thereof in such a manner as the Association thinks fit, with power to issue debentures, grant mortgages, charges or securities upon all or any of the property, real or personal, both

present and future of the Association and to redeem or pay for, either wholly or in part, any existing or future security;

- (b) to invest in securities, or otherwise to deal with any money of the Association not immediately required for its purposes;
- (c) to remunerate persons who have served the Association;
- (d) to employ, suspend and dismiss officers, agents and employees in pursuance of the objects of the Association;
- (e) to operate accreditation schemes;
- (f) to hold and administer property in trust;
- (g) to affiliate with or grant affiliation or provisional affiliation to, or collaborate with, any association or body the objects of which are concordant with those of the Association on such terms and conditions as shall be thought fit;
- (h) to monitor the conduct and to take disciplinary action in relation thereto as the Council may determine –
 - (i) of all players that represent the Association;
 - (ii) of all participants in Association tournaments;
 - (iii) on the specific request of an Affiliate, the control of the conduct of players in tournaments under the Affiliate's control;
- (j) to perform such other acts as may appropriately be incidental or conducive to the attainment of the objects of the Association; and
- (k) to make rules, regulations, or by-laws relating to procedures, elections, disciplinary matters, or conduct at any meeting, hearing, tournament or proceeding of the Association or any of its committees.

PART II – MEMBERSHIP

5. AFFILIATES

- 5.1 The Association shall comprise those clubs and other bodies that subscribe to the objects of the Association and have been admitted to membership (in this constitution referred to as Affiliates).
- 5.2 Applications for affiliation shall be made in writing to the Secretary of the Association, and the applicant shall supply such information as may be required from time to time by the Council.

6. RESIGNATIONS

An Affiliate may cease to be a member of the Association by a resignation in writing lodged with the Secretary, after which the former Affiliate shall have no right or claim against the Association; but a resignation does not release the former Affiliate from the payment of a debt or the performance of an obligation owed to the Association at the time of the resignation.

7. DISCIPLINARY ACTION

7.1 When an Affiliate infringes any part of this constitution, or a rule, regulation or by-law made under it, or appears to have been guilty of conduct prejudicial to the interest of the Association, the Management Committee, if it considers it justified, may –

- (a) investigate the matter; or
- (b) refer the matter directly to the Council.

7.2 After the Management Committee investigates a matter under 7.1(a) it may, as it thinks fit –

- (a) take no further action; or
- (b) refer the matter to the Council together with a report on the results of its investigation.

7.3 The Council, upon a matter being referred to it under this clause, may reprimand, suspend or expel the Affiliate or take such other disciplinary action as it thinks fit, or take no further action.

7.4 No disciplinary action under 7.3 shall be taken by the Council except at a meeting called for the purpose of which at least 21 days' notice has been given to the Affiliate together with the substance of the charge against it and at which the Affiliate is entitled to be represented and has been given a reasonable opportunity to be heard.

8. RE-ADMISSION

8.1 A club or other body which has ceased to be an Affiliate of the Association pursuant to clauses 6, 7 or 9 and desires to rejoin the Association shall be subject to such conditions of re-admission and to the payment of such fees as the Council shall determine.

8.2 No club or other body may be re-admitted under 8.1 until it has paid all debts and fulfilled all its obligations to the Association at the time the club or body ceased to be an Affiliate.

9. FEES

- 9.1 Fees payable by Affiliates shall be determined by the Council at the Annual General Meeting of the Association. The fees shall become due and payable upon the determination being made.
- 9.2 Any Affiliate having failed to pay the fees within 4 months after they have become due and payable shall cease to be a member of the Association.
- 9.3 The Association is empowered to reduce the fees payable by Affiliates in the following circumstances –
- (a) where an Affiliate joins after the due date for payment of fees; or
 - (b) where an Affiliate is outside the Darwin Area.
- 9.4 Fees may be reduced under 9.3(b) by up to a maximum of 30% and different reductions may be determined in respect of different Affiliates, provided that the fee payable may, under 9.3(a), be reduced proportionally on a monthly basis.
- 9.5 Unless otherwise determined by the Council, fees payable shall be based on the maximum number of financial members of an Affiliate during the financial year of the Affiliate at the time a determination under 9.1 is made or, where an Affiliate joins and 9.3(a) would apply, at the time of joining.

PART III - CONTROL AND MANAGEMENT

10. COUNCIL

- 10.1 The powers of the Association are vested in the Council which may (subject to the provisions of this constitution) do anything consistent with any of the objects of the Association.
- 10.2 The Council shall have power –
- (a) to appoint the Secretary and Treasurer subject to the provisions of clause 11.3;
 - (b) to appoint other officers as it sees fit from time to time subject to the provisions of clause 12;
 - (c) to determine affiliation fees subject to the provisions of clause 9;
 - (d) to rescind or amend decisions made by the Management Committee; and
 - (e) to appoint people as *ex officio* members of itself or the Management Committee.
- 10.3 The Council shall consist of -
- (a) one delegate appointed by and from each Affiliate;
 - (b) the President of the Association as Chairman;

- (c) the Secretary and Treasurer of the Association as *ex officio* members; and
- (d) any other person appointed by the Council from time to time as an *ex officio* member.

10.4 Notwithstanding 10.3(a) and (b), where there is only one Affiliate to the Association, the President shall be a member of the Council and the member of the Management Committee under clause 11.3(d) (or in his absence, the Secretary) shall be Chairman.

11. MANAGEMENT COMMITTEE

11.1 The function of the Management Committee shall be to manage the affairs of the Association when the Council is not in session, subject to the directions of the Council.

11.2 All officers and committees shall be subject to the directions of the Management Committee and shall report to the Management Committee.

11.3 The Management Committee shall consist of –

- (a) the President of the Association as Chairman;
- (b) the Secretary of the Association;
- (c) the Treasurer of the Association;
- (d) one member; and
- (e) any other person appointed by the Council or the Management Committee from time to time as an *ex officio* member.

11.4 Delegates shall not hold a voting office on the Management Committee and at least half of the voting members of the Management Committee must be ABF playing members.

11.5 The Management Committee shall meet at least 4 times per year, as called by the Secretary. If requested by any 2 members of the Committee, the Secretary shall call a meeting within 21 days.

11.6 At meetings of the Committee –

- (a) 2 (of the 4) voting members shall constitute a quorum;
- (b) where consensus is not reached, business shall be decided by a simple majority with the Chairman also having a casting vote – but if only 2 voting members are present then a unanimous vote is required;
- (c) a vote taken by telephone, email or other long-distance communication is as valid as if given at a meeting duly called and attended;
- (d) members may consider any business as they see fit; and
- (e) the Secretary shall take minutes and subsequently circulate them to members of the Committee, the Council and secretaries of Affiliates.

- 11.7 The Management Committee may from time to time establish such other committees of one or more persons as it thinks fit and may co-opt members of Affiliates to a committee, or appoint such other persons having the required knowledge or experience and whether or not they are members of an Affiliate or ABF playing members.

12. ELECTION OF PRESIDENT & MEMBER OF THE MANAGEMENT COMMITTEE

- 12.1 Each Affiliate may nominate one candidate for each of the offices of President and member of the Management Committee. A candidate for President shall be a member of an Affiliate. The President shall not be the principal executive officer of an Affiliate. No one person may be a candidate for more than one office.
- 12.2 Nominations shall be advised to the Secretary no later than 14 March in the year during which the term of the incumbents expires, or such earlier date in that year as may be determined by the Council or the Management Committee from time to time.
- 12.3 If no candidate is nominated for an office, the Council shall appoint someone to that office at the next Annual General Meeting provided that a person appointed as President is a member of an Affiliate.
- 12.4 If only one candidate is nominate for an office, that person shall be elected to that office automatically, otherwise the officers shall be elected by a general ballot of members in accordance with clause 13.
- 12.5 The result of an election under 12.4 shall be determined and the Secretary advised no later than 14 April in the year of election.
- 12.6 Any officer appointed or elected in accordance with this clause shall assume office on the expiry of the term of the incumbent officer.

13. GENERAL BALLOTS

- 13.1 A general ballot may be held on the determination of the Council. Upon a determination being made, the Management Committee shall set a date for the ballot and appoint a Chief Returning Officer who shall be resident in Darwin. Assistant Returning Officers may also be appointed.
- 13.2 Voting in all general ballots shall be by primary vote only, and in accordance with the by-laws (if any) of the Association. Persons who are members of more than one Affiliate shall be entitled to one vote only.
- 13.3 The Secretary of each Affiliate shall provide, on request and without delay, a current list of financial members and their addresses to the appropriate returning

officer. The Chief Returning Officer shall prepare a sufficient number of ballot papers. Ballot papers may be distributed to members by hand where possible and shall be distributed by mail otherwise prior to the date of the ballot in all cases and shall be returned to the Chief Returning Officer in sealed envelopes no later than 7 days after the date of the ballot. Returning officers shall maintain a record of who has been issued and who has returned ballot papers.

- 13.4 The Chief Returning Officer shall open all ballot papers and count all votes on the one day, and shall give notice of the time, date and venue of counting, and any adjournment thereof, to the Secretary of each Affiliate provided that the time limits specified in 13.6 are not exceeded.
- 13.5 Each Affiliate shall be entitled to appoint a scrutineer. Scrutineers shall be entitled to scrutinise the records of distribution and return of ballot papers as well as the entire process of opening ballot papers and counting votes.
- 13.6 The Chief Returning Officer shall determine the result of the ballot and advise the Secretary of the Association and each Affiliate no later than 10 days after the date of the ballot, subject to clause 12.5.

14. TERM OF OFFICE

- 14.1 Each voting member of the Council and the Management Committee shall be appointed or elected as the case may be for a period of 2 years, and may be reappointed or re-elected.
- 14.2 No provision of a rule or the constitution of an Affiliate shall prevent a delegate from serving as a delegate for a whole 2 year term.

PART IV - COUNCIL MEETINGS

15. ANNUAL GENERAL MEETINGS

- 15.1 The Annual General Meeting of the Association shall be convened by the Secretary and shall be held prior to 30 April each year.
- 15.2 All Affiliates shall be forwarded a notice of the meeting and an Agenda at least 14 clear days prior to the Annual General Meeting.
- 15.3 The Agenda shall include –
- (a) minutes of the previous Annual General Meeting and of any subsequent Special General Meetings;
 - (b) declarations as to the paid up membership of each Affiliate compiled by the Treasurer;
 - (c) financial reports, proposals and budgets by the Treasurer;

- (d) reports by any other officers thought necessary by the Council except for the President's report;
- (e) appointment of a President if necessary;
- (f) the incumbent President's report;
- (g) appointment of officers as necessary, honorary Auditor and any other officials as the Council may decide subject to clauses 11.3, 12 and 14.1;
- (h) any other business as shall have been specified in the notice calling the meeting; and
- (i) general business.

15.4 All reports (including the Treasurer's proposals on notice in the Agenda) shall be forwarded with the notice.

16. GENERAL MEETINGS

General Meetings shall be held as follows –

- (a) immediately following the Annual General Meeting;
- (b) at approximately 6 months following the Annual General Meeting; or
- (c) as called by the Secretary.

17. SPECIAL GENERAL MEETINGS

17.1 The Secretary may at any time, and shall within 21 days convene a Special General Meeting of the Council on the receipt of -

- (a) a request in writing signed by either the President or the Secretary of each of 2 Affiliates; or
- (b) a request in writing from 2 Affiliates, each signed by either the President or the Secretary of that Affiliate.

17.2 Each Affiliate shall be given at least 21 clear days' notice of the date, time, venue and the purpose of the Special General Meeting.

17.3 Not less than 21 clear days' notice is required of every Special General Meeting specifying the intention to propose a resolution as a special resolution.

18. PROCEDURES

Subject to this constitution and any rules, regulations or by-laws made under it, the Council and Management Committee may each determine their own procedures in relation to a meeting or hearing.

18A. DISPUTE PROCEDURES

18A.1 This clause applies to any dispute between an Affiliate and the Management Committee or the Council that is not resolved at a Special General Meeting

convened for the purpose under clause 17 (and where, if the matter is urgent, a period of 7 clear days' notice is substituted for the 21 days specified in clause 17.2).

18A.2 Before a meeting under clause 18A.1 closes, the Council and the Affiliate in dispute may agree to appoint a mediator.

18A.3 A mediator shall be any natural person not a party to the dispute who is agreed to by the Management Committee and the Affiliate or, in the absence of agreement, is determined by the Council.

18A.4 The parties must, in good faith, attempt to settle the dispute by mediation.

18A.5 The mediator, in conducting the mediation, must –

- (a) give the parties every opportunity to be heard;
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure natural justice is accorded to the parties throughout the mediation process.

18A.6 If the mediation does not result in the dispute being resolved, the Affiliate alone may request another Special General Meeting under clause 18A.1.

19. QUORUM

19.1 At all Council Meetings a quorum shall consist of delegates or alternate delegates representing not less than 50% of all Affiliates.

19.2 No business shall be transacted at a meeting unless a quorum is present.

19.3 If a quorum is not present within 30 minutes after the time fixed for the meeting, it shall adjourn to a time and place to be decided upon by simple majority of those present and voting, and of which 14 days' clear notice shall be given to all delegates and Secretaries of all Affiliates.

20. CHAIRMAN

The President, or in his absence, the Secretary shall chair all Council and Management Committee meetings except –

- (a) in the absence of both, in which case the meeting shall lapse;
- (b) at the express wish of both that the meeting appoint a Chairman;
- (c) where the meeting carries a motion to replace the Chairman; or
- (d) pursuant to clause 10.4.

21. ALTERNATE DELEGATES

- 21.1 An alternate delegate may be appointed by an Affiliate whenever the delegate of that Affiliate is –
- (a) unavailable generally;
 - (b) unable to participate in a meeting of the Council;
 - (c) unable to physically attend a meeting of the Council which is to be held at a specific venue; or
 - (d) as an interim measure at times when the Affiliate has no delegate.
- 21.2 No delegate may act as an alternate delegate, but an alternate delegate may be appointed notwithstanding that the alternate is not a member of an Affiliate or is not an ABF playing member.
- 21.3 A person may act as an alternate delegate for any one Affiliate.
- 21.4 The Affiliate appointing an alternate delegate shall notify the Secretary of the Association of the name of the alternate delegate within 14 days after appointment and before any Council meeting for which appointed.
- 21.5 Alternate delegates shall have all the rights and powers of a delegate, and no person shall impugn any decision or proceeding of the Association solely on the grounds that an alternate delegate may have been improperly appointed or the occasion of his appointment may not have been necessary.

22. VOTING

- 22.1 Each delegate or alternate delegate and, where clause 10.4 applies, the President, shall have one deliberative vote in the Council. The Chairman shall have a casting vote. No other person shall vote.
- 22.2 A Council vote taken by telephone, email, or other form of long distance communication shall be as valid and effective as if given at a meeting of the Council duly called and attended.

23. APPOINTMENT OF OFFICERS

- 23.1 The President and the member of the Management Committee shall be elected or appointed in accordance with clauses 12, 13 and 25.
- 23.2 The Council shall appoint the Secretary and Treasurer in accordance with clauses 11.3 and 14.1. All other officers shall be appointed by the Council.

24. REMOVAL OF OFFICERS

- 24.1 The Council may, by resolution passed at a Special General Meeting by at least a two-thirds majority of the votes cast, remove any officer before the expiration of the term of office.
- 24.2 The Management Committee is empowered to (but is not bound to) terminate the tenure of office of any voting member of the Management Committee who fails to attend any 3 out of 5 consecutive meetings of the Management Committee without having been given leave of absence by the President.

25. VACANCIES

- 25.1 Upon the resignation, decease or removal from office of any voting member of the Management Committee or of an ABF Councillor, the Council shall, as soon as practicable and subject to clause 11.4, co-opt a person to replace that member, and that person will hold that office for the unexpired portion of the replaced member's term.
- 25.2 Upon the resignation, decease or removal from office of any other officer or committee member, the Management Committee may co-opt a person to replace that officer or member.

PART V - FUNCTIONS OF OFFICERS

26. PRESIDENT

The President shall –

- (a) be the chief executive officer and principal representative of the Association;
- (b) provide initiative and guidance in the formulation of Association policy;
- (c) facilitate liaison between the Affiliates;
- (d) present a report to be known as the President's report to each Annual General Meeting concerning the affairs of the Association; and
- (e) keep a register of current resolutions of the Council and the Management Committee and ensure compliance with such resolutions.

27. SECRETARY

The Secretary shall –

- (a) record the Minutes of all Council and Management Committee Meetings in books to be kept for that purpose;
- (b) conduct correspondence relating to the Association;
- (c) prepare Agendas for all Annual General Meetings, Special General Meetings, General Meetings and Management Committee Meetings;

- (d) summon Annual General Meetings, Special General Meetings and General Meetings of the Association as required;
- (e) summon the meetings of the Management Committee as required;
- (f) in the absence of any other Council appointment, act as Public Officer and file reports with the Corporate Affairs Office as required by the Act; and
- (g) chair Management Committee meetings in the absence of the President.

28. TREASURER

28.1 The Treasurer shall keep detailed books of the Association and such books shall be kept to reflect a true and fair view of the financial position of the Association as at a given time; and shall prepare for presentation to the Annual General Meetings of the Association –

- (a) an annual budget for the Association;
- (b) proposals for annual fees for Affiliates;
- (c) proposals for remuneration and honoraria to employees and officers of the Association;
- (d) a statement of income and expenditure, profit and loss, and a balance sheet for the past financial year, all duly audited; and
- (e) a written report as to the past, present and future financial position of the Association.

28.2 The Treasurer shall present at each General Meeting of the Association –

- (a) a report detailing outstanding revenue; and
- (b) a statement of income and expenditure, profit and loss, and a balance sheet for the period just past.

28.3 At the meetings of the Management Committee, the Treasurer shall –

- (a) present for approval any requests for payment to be made in excess of a limit as decided by the Management Committee from time to time. Such request shall, after being approved by the Management Committee, be countersigned by the Chairman; and
- (b) present a written report as required by the Committee as to the current financial position of the Association.

28.4 The Treasurer shall supply each Affiliate with an invoice for outstanding dues within one calendar month of the Annual General Meeting.

29. MASTERPOINT SECRETARY

The Masterpoint Secretary shall –

- (a) liaise with the ABF Masterpoint Secretary to administer the masterpoint scheme in the Northern Territory; and

(b) report to the Management Committee as it may require from time to time.

30. ABF COUNCILLOR(S)

- 30.1 The Council shall, from time to time, appoint one or two ABF playing members as ABF Councillors.
- 30.2 Prior to each ABF Annual Meeting at which the term of an ABF Councillor is due to expire, Council shall appoint an ABF playing member as ABF Councillor to hold office from the commencement of such ABF Annual Meeting until the commencement of the third succeeding Annual Meeting.
- 30.3 The Council may request that the ABF remove an ABF Councillor in accordance with the ABF constitution.
- 30.4 The Association will, as far as practicable, provide financial assistance for the ABF Councillor(s) to attend such meetings of the ABF as may be approved by the Association.
- 30.5 If no ABF Councillor is able to represent the Association for any particular period, the Management Committee may appoint any ABF playing member to act as deputy of the ABF Councillor(s) for that period.
- 30.6 ABF Councillor(s) shall report on meetings attended to the Management Committee as it may require.

31. LEGAL COUNSEL

The Legal Counsel shall act as honorary legal adviser to the Association, and shall advise the Management Committee and the Council as to their legal position generally and their particular duties, powers and responsibilities, and shall carry out such further functions and duties as shall be assigned by the Council or the Management Committee or as a member of any committee.

PART VI – FINANCIAL

32. FINANCIAL YEAR

The financial year of the Association shall end on 31 December each year.

33. INCOME AND PROPERTY

The income and property of the Association shall be applied solely to the promotion of its objects, and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profit to an Affiliate, or member of the Council or Management Committee; but remuneration or honoraria may be paid in

good faith to officers and employees of the Association or other persons in return for services actually rendered to the Association.

34. SIGNATURES ON CHEQUES, ETC

All bills of exchange, cheques in excess of a limit as decided by the Management Committee from time to time, and promissory notes or other negotiable instruments shall be accepted, made, drawn or endorsed for and on behalf of the Association by the Treasurer and countersigned by the President or other person authorised by the Management Committee to countersign.

35. AUDITOR

35.1 An Auditor, who shall not be an officer of the Association nor a member of any committee of the Association, shall be appointed at the Annual General Meeting to audit the books of the Association prior to the Annual General Meeting each year and report on them at such a meeting.

35.2 A casual vacancy in the office of Auditor may be filled by a qualified person appointed by the Management Committee.

36. CASH

All money when received on account of the Association by any officer, or employee of the Association, shall be deposited into the Association's bank account as directed by the Treasurer.

PART VII – CONSTITUTIONAL

37. THE SEAL

37.1 The common seal of the Association shall be in the custody of the Secretary.

37.2 The Seal shall not be used except by the authority of the Management Committee or the Council previously given and in the presence of 2 officers thereof shall sign every instrument to which the Seal is affixed; and every such instrument shall be countersigned by the President or some other person appointed by the Council for the purpose.

38. AMENDMENT AND REPEAL

38.1 This constitution may be amended, altered or repealed only if –

- (a) a resolution to that effect is carried at a meeting of the Council by a two-thirds majority of those entitled to vote; or

- (b) the Council determines by simple majority to conduct a general ballot and the proposal for amendment, alteration or repeal is carried by at least a 60% majority of those entitled to vote or at least two-thirds of votes cast, whichever is the lesser.

38.2 Affiliates shall be given at least 40 days. notice in writing of a general ballot called to consider any motion or motions to amend, alter or repeal this constitution.

39. INTERPRETATION

If any doubt arises as to the proper construction or meaning of any clause or term of this constitution or any rules, regulations or by-laws made under it, the decision of the Council shall be final and conclusive unless the decision is excluded by or is repugnant to the context of the subject matter and provided the decision is recorded in the Minutes of the Council.

40. DISSOLUTION

40.1 Unless otherwise dissolved under the Act, the Association may only be dissolved by a general ballot of members called for the purpose by the Council at least 40 days after the date of a notice in writing has been given to each Affiliate.

40.2 The motion to dissolve the Association shall only be carried on the affirmative vote of at least 60% of those entitled to vote or at least two-thirds of votes cast, whichever is the lesser.

40.3 Upon dissolution of the Association, the nett proceeds of the funds of the Association and any remaining property shall be transferred to the ABF to be held by it and applied to any association in the Northern Territory having similar objects to those of the Association or, if the ABF thinks fit, distributed to the Affiliates of the Association at the time of dissolution in proportion to the number of financial members of each Affiliate as at the time of the distribution.

40.4 If within 2 years after the date of dissolution of the Association effect has not or cannot be given wholly to the provisions of 40.3 then, to the extent that effect has not been given, payment or distribution shall be made as directed by a Judge of the Supreme Court.

APPENDIX - SCHEDULE OF AMENDMENTS

Date	Sections Amended	Effect
29/08/02	Clauses 12.2, 12.5, 15.1 & 32.	Change date of AGM from April to October and financial year from January/December to July/June, with associated adjustments to arrangements for election of the President and member of the Management Committee.
17/10/09	Clauses 12.2, 12.5, 15.1 & 32.	Change date of AGM from October to April and financial year from July/June to January/December, with associated adjustments to arrangements for election of the President and member of the Management Committee.
30/10/10	Clauses 11, 22 & 41	Specify procedures for conduct of Management Committee meetings, make Council procedures consistent, and delete transitional provisions regarding the 2010 AGM.
16/05/11	Clauses 18A & 32	Insert dispute resolution procedures and provide that financial year will end on a specific day.

Note - amendments made before 2002 are not included in the above schedule.
