

TOWN AND COUNTRY NATURISTS Inc.

CONSTITUTION AND RULES

1. **NAME** The name of the incorporated association shall be TOWN AND COUNTRY NATURISTS Inc, (in these Rules called " THE CLUB ")
2. **OBJECTS** The objects for which THE CLUB is established are -
 - a. To create, digitise and administer a publicly accessible library of all media, electronic and physical, featuring the historical and emerging aspects of the Nurturist (Nude) Lifestyle in Australia – and to obtain premises and electronic equipment to store such material.
 - b. To create opportunities for the elderly to have a Nurturist Lifestyle experience in a safe location before their final day – via Skinny-Dips, Naked Wanderings, a community meal, or any other final wish they have withing the behaviour standards of the Australian and International Nurturist Federations.
 - c. To promote positive body image and self-acceptance, particularly to those wounded, traumatised, disfigured, or scarred, be it physically or mentally, by the circumstances or choices of life.
 - d. To maintain contact with other similar minded nurturist clubs, social groups, associations and organisations throughout Australia and overseas.
 - e. To promote health and well-being of members by arranging activities for the members of THE CLUB including all forms of sporting and social activity.
 - f. The promotion of social nurturism.
 - g. The TCn Management Team may authorize the formation of “Working” or “Special Interest” or “Niche” Groups that shall be subject to the Parameters and Rules for such groups as set down by The TCn Management Team.
3. **INTERPRETATION** In this Constitution the following interpretations shall apply:-
 - a. ‘THE CLUB’ shall mean TOWN AND COUNTRY NATURISTS Inc, which is the Parent and Social body administering all Town And Country Nurturists Inc. Members, Working Groups, any Special Interest Group {SIG}, or Affiliate Clubs, throughout the world.
 - b. ‘The Committee’ shall mean The Management Committee, or Team, of the TOWN AND COUNTRY NATURISTS Inc.
 - c. “General Secretary” shall mean the General Secretary of THE CLUB.
 - d. “Special Resolution” means a resolution passed at a duly convened meeting of members of THE CLUB by a three-quarters majority of members entitled to vote in person or by proxy and where 21 days written notice has been given to propose the resolution as a Special Resolution.
 - e. In these rules singular shall include the plural and vice versa where applicable.
 - f. In these rules the word nurturist will mean nudist and infer the common lifestyle.
4. **POWERS** The powers of THE CLUB are
 - a. To subscribe to, raise funds for, become a member of and / or co-operate with any

other association, club or organisation, whether incorporated or not, whose objects are altogether, community orientated or in part similar to those of THE CLUB provided that THE CLUB shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on THE CLUB under or by virtue of rule 23.k

- b. In furtherance of the objects of THE CLUB to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of THE CLUB or persons frequenting THE CLUB'S premises.
- c. To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of THE CLUB: Provided that in case THE CLUB shall take or hold any property which may be subject to any trusts THE CLUB shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- d. To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of THE CLUB; to obtain from any such Government or Authority any rights, privileges and concessions which THE CLUB may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- e. To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of THE CLUB.
- f. To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated club, or in or about the incorporated club or promotion of the incorporated club or in the furtherance of its objects.
- g. To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance THE CLUB'S interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- h. To invest and deal with the money of THE CLUB not immediately required in such manner as may from time to time be thought fit.
- i. To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.
- j. In furtherance of the objects of THE CLUB to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate.
- k. To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes

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

- l. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- m. In furtherance of the objects of THE CLUB to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of THE CLUB.
- n. To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of THE CLUB'S property of whatsoever kind sold by THE CLUB, or any money due to THE CLUB from purchasers and others.
- o. To take any gift of property whether subject to any special trust or not, for any one or more of the objects of THE CLUB but subject always to the proviso in sub-rule **d**.
- p. To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of THE CLUB, in the shape of donations, annual subscriptions or otherwise.
- q. To print and publish any newspapers, periodicals, books or leaflets that THE CLUB may think desirable for the promotion of its objects.
- r. In furtherance of the objects of THE CLUB to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of THE CLUB and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon THE CLUB under or by virtue of rule **23.k**.
- s. In furtherance of the objects of THE CLUB to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which THE CLUB is authorised to amalgamate.
- t. In furtherance of the objects of THE CLUB to transfer all or any part of the property, assets, liabilities and engagements of THE CLUB to any one or more of the incorporated associations with which THE CLUB is authorised to amalgamate.
- u. To make donations for patriotic, charitable or community purposes.
- v. To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.
- w. To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of THE CLUB.

5. CLASSES OF MEMBERS

- a. The membership of THE CLUB shall consist of ordinary members being, and any of the following classes of members –
 - i. Guest members.
 - ii. Life Members
- b. The number of all classes of members shall be set down in writing from time to time

by THE CLUB except in the case of Ordinary Members who shall be unlimited.

- c. Guest members are those members who are also members of a club/association whose ANF {or current INF passport} has stamps issued from clubs in Australia. A Guest member will have no voting rights but may be invited to attend any AGM or SGM.
- d. Life Members are Ordinary Members who have given long and continuous service to THE CLUB over a number of years and have been actively engaged in the welfare of THE CLUB who have been awarded a Life Membership. Life membership will not be lightly bestowed and will only be for meritorious service. Such appointments shall be upon recommendation of The Management Committee of THE CLUB. This honour waives payment of the annual subscription but other levies and charges are payable if that member continues to participate in, or give advice regarding, the activities of THE CLUB..

6. MEMBERSHIP

- a. Every applicant for membership of THE CLUB shall apply in writing, signed by the applicant/s and shall be in such a form as the Management Committee shall from time to time prescribe, such that the Management Committee, or a person or persons appointed by the Management Committee from time to time and for a period of time, may consider the merits of the application to membership of THE CLUB and make a decision without recourse to explanation or further examination.
- b. Every applicant for membership of THE CLUB shall have the following qualifications -
 - i. A primary statement of enjoyment of the naturist lifestyle being a practicing social naturist/nudists or willing to partake in activities and events of THE CLUB as a naturist/nudists.
 - ii. At all times observe high moral and ethical standards of conduct of their membership.

7. MEMBERSHIP FEES

- a. The membership fees for each class of membership shall be such sum as the Management Committee shall from time to time so determine. This may include pro-rata payments for parts of the year – such a sum being determined by the Management Committee.
- b. The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.
- c. The membership fees for each class of membership may include nomination fees and subscription fees for the next year as shall be determined by the Management Committee-
- d. Nomination and subscription fees for each class of membership shall be paid in advance and if not paid within four weeks of the due date continuance of the membership shall be at the discretion of the Management Committee or General Secretary

8. ADMISSION AND REJECTION OF MEMBERS

- a. At the next meeting of the Management Committee after the receipt of any application, such application shall be considered by the Management Committee, who shall have the power from time to time to delegate such powers to a member, or members, of the Executive Committee and shall thereupon determine upon the

admission or rejection of the applicant. Upon the acceptance or rejection of an application for membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection, and those who are accepted shall pay the applicable membership fee and receive a copy of these Rules.

- b. The Management Committee / Team may also permit the task be assigned to a person who shall be known as the Membership Officer. This person might not be a member of the Management Committee / Team but will always be answerable to the Management Committee / Team and will show due diligence if questioned about any particular membership

9. TERMINATION OF MEMBERSHIP

- a. A member may resign from THE CLUB at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice in which case it shall take effect on that later date.
- b. If a member:
 - i. fails to comply with any of the provisions of these Rules; or
 - ii. has membership fees in arrears for a period of two months or more; {being one month grace after the membership fee was due and payable as per Clause 7.a; or
 - iii. conducts him/her self in a manner considered to be injurious or prejudicial to the character or interests of THE CLUB, the Management Committee shall consider whether their membership shall be terminated.
- c. The member concerned shall be given a full and fair opportunity of presenting his case and if the Management Committee resolves to terminate his membership it shall instruct the secretary to advise the member in writing accordingly.

10. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- a. A person whose application for membership has been rejected or whose membership has been terminated may within one month of receiving written notification thereof, lodge with the secretary written notice of his intention to appeal against the decision of the Management Committee.
- b. Upon receipt of a notification of intention to appeal against rejection or termination of membership the secretary shall convene, within three months of the date of receipt by that person of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his case and the Management Committee or those members thereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the vote of the members present at such meeting.
- c. Where a person, whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by these Rules or so appeals but the appeal is unsuccessful, the secretary shall forthwith refund the amount of any annual membership fee paid.

11. REGISTER OF MEMBERS

- a. The Executive of the Management Committee shall cause a Register to be kept in which shall be entered the names and residential addresses of the members admitted to membership of THE CLUB and the dates of their admission.

- b. Particulars shall also be entered into the Register of resignations, deaths, restricted access or 'time-out' periods, banned people, terminations and re-instatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.
- c. The Register shall be open for inspection at all reasonable times by any member who previously applies to the Secretary for such inspection.

12. **MEMBERSHIP OF MANAGEMENT COMMITTEE**

- a. The Management Committee of THE CLUB shall consist of a President, Vice-President, Secretary and Treasurer, (called the "Executive"), and four ordinary members, referred to as Member Representatives, all of whom shall be members of THE CLUB.
- b. The role of Secretary and Treasurer may be held by the same person.
- c. The secretary must be an individual residing in Queensland, or in another State but not more than 65km from the Queensland border or as required under the model rules.
- d. The Executive, shall act on behalf of THE CLUB only in business or ordinary administration as set out in these Rules.
- e. A person may be a candidate only if the person is over 18 years of age and is eligible to be elected as a member under section 61A of the Act
- f. At the Annual General Meeting of THE CLUB, the Management Committee shall retire from office, but shall be eligible upon nomination for re-election.
- g. The Management Committee shall have the power to co-opt ordinary members of THE CLUB to act as members of the Management Committee, and the Management Committee have the power to appoint sub-committees to administer any SIG, Niche or Regional group.
- h. The election of the Management Committee shall take place in the following manner.
 - i. Any member of THE CLUB shall be at liberty to nominate any other member to serve as an officer of the Management Committee.
 - ii. The nomination, which shall be in writing and signed by the proposer, shall be lodged with the Secretary before the Annual General Meeting at which the election is to take place.
 - iii. A list of the candidates' names in alphabetical order shall be made known to the meeting before the time at which the election is to take place, and the President, or chairperson, may seek from the floor of the said meeting further nominations from the members present, but only if the nominee is present.
 - iv. If only one nomination is presented for a particular position of an Office Bearer then that person must receive at least 50% of the vote of those present to be awarded that position. If the level of support is less than 50% then those present at the meeting must nominate another person from the floor for that position.
 - v. Balloting of the vacant positions shall be conducted by the immediate Past President and every member may vote for any candidate. In the absence of the immediate Past President then the President may appoint a proxy Past President during the vote for the position of President.
- i. A member of the Management Committee may resign from the committee by giving written notice of resignation to the secretary.

- i. The resignation takes effect at (a) the time the notice is received by the secretary; or (b) if a later time is stated in the notice-the later time.
 - ii. A member may be removed from office at a general meeting of THE CLUB if a majority of the members present and eligible to vote at the meeting vote in favour of removing the member, provided the motion to remove that member was included in the agenda when the general meeting was called.
 - iii. Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why he or she should not be removed from office.
 - iv. A member has no right of appeal against the member's removal from office under this rule.
 - v. A member immediately vacates the office of member in the circumstances mentioned in - section 64 (2) of the Act.
 - j. As an ex-officio member of the Management Committee and having no powers or vote the members may appoint a Patron.
13. **GENERAL SECRETARY** :- The Management Committee / Team may appoint a General Secretary who shall be responsible for the day-to-day administration of THE CLUB including liaison with Working Groups / Teams and any Special Interest Group {SIG} and co-ordination of such activities. The General Secretary shall attend all meetings of The Management Committee / Team and may speak to any topic under discussion but is not entitled to a vote unless that General Secretary is also a member of the Management Committee / Team. The General Secretary shall maintain an accurate record of all Committee and General Meetings. Such minutes shall be signed subsequently by the Chairman of that meeting or of the next succeeding meeting. The General Secretary shall in addition to receiving reimbursement for expenses reasonably incurred in performing his duties, receive an honorarium as determined by The Management Committee.
14. **VACANCIES ON MANAGEMENT COMMITTEE**
- a. The Management Committee shall have power at any time to appoint any member of THE CLUB to fill any casual vacancy on the Management Committee until the next Annual General Meeting.
 - b. The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of THE CLUB, but for no other purpose.
15. **FUNCTIONS OF THE MANAGEMENT COMMITTEE**
- a. Except as otherwise provided by these Rules and subject to resolutions of the members of THE CLUB carried at any general meeting the Management Committee:
 - i. shall have the general control and management of the administration of the affairs, property, and funds of THE CLUB; and
 - ii. shall have authority to interpret the meaning of these Rules and any matter relating to THE CLUB on which these Rules are silent.
 - b. The Management Committee is responsible for efficient conduct of any events

organised under the auspices of, or by, THE CLUB.

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

16. MEETINGS OF MANAGEMENT COMMITTEE

- a. The Management Committee shall meet at least once every three calendar months to exercise its functions, and shall be held when necessary, and seven days notice shall be given to each member of the Management Committee by the Secretary, except in special circumstances.
- b. The non-attendance of any member of the Management Committee for two consecutive meetings without apology shall deem that member to have vacated the office.
- c. A special meeting of the Management Committee shall be convened by the Secretary if deemed necessary by the Management Committee, or on the requisition in writing signed by not less than one third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- d. At every meeting of the Management Committee a simple majority of a number equal to greater than 50% of the number of the Management Committee shall constitute a quorum.
- e. Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit, provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- f. The Management Committee may create a "flying agenda" which is sent to the recorded email address, or any future recordable electronic media, and deemed to be a received transmission. A reply would be required no later than seven days from the transmission of that email or future media. There shall only be one agenda item per email or future media transmission. It is considered good form to notify the Management Committee by SMS, or similar future technology, of this email or future approved, reliable and proven media or technology agreed as viable by the current Management Committee. This form of meeting is subject to the rules on Clause e and a "flying minute" of the resultant decision will be distributed to all of

the Management Committee. The result must be received and stored for a period determined by the Management Committee.

- g. A member of the Management Committee shall not vote in respect of any contract or proposed contract with THE CLUB in which he/she is interested, or any matter arising thereout, and if he/she does so vote, his/her vote shall not be counted.
- h. The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he/she is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman or if the Vice President is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.
- i. If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- j. The Management Committee may delegate any of its powers to a sub-committee, Working Group or SIG or team consisting of such members of THE CLUB or trusted advisors or facilitators as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations or parameters that may be imposed on it by the Management Committee
 - i. A sub-committee, Working Group or SIG or Facilitator Team may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
 - ii. A sub-committee, Working Group or SIG or Facilitator Team may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.
- k. All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.
- l. A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee. This is a similar procedure to, but not the same as, the electronic strategy described in Clause f.

17. USE OF TECHNOLOGY

- a. A member not physically present or represented at a management or general meeting

may be permitted to participate in the meeting by the use of technology that allows that member and the members present at the meeting to clearly and simultaneously communicate with, and respond to, the dialogue at the meeting. The member connected electronically is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person

18. ANNUAL GENERAL OR GENERAL MEETINGS

- a. Annual General Meetings shall be held within six months of the close of the financial year.
- b. The business to be transacted at every Annual General Meeting shall be:
 - i. to receive the minutes of the previous Annual General Meeting of THE CLUB;
 - ii. the receiving of the President's report and the report of the Secretary/Treasurer and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of THE CLUB for the preceding financial year;
 - iii. the election of members of the Management Committee; and
 - iv. the presentation and voting on motions of which due notice (four weeks in writing has been given), can be received via a verified email address or by any future verifiable future technology acceptable to the Management Committee of the time, will be regarded as been given or delivered to the Secretary;
 - v. the hearing and discussion of business which is lawful to be discussed at an AGM or SGM.
- c. The Secretary shall convene a Special General Meeting:
 - i. when directed to do so by the Management Committee; or
 - ii. on the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of ordinary members of THE CLUB which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat; or
 - iii. on being given notice in writing of an intention to appeal against the decision of the Management Committee to terminate the membership of a member.
- d. At any General Meeting the number of members required to constitute a quorum shall be the number of members presently on the Management Committee plus one.
- e. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- f. If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee of THE CLUB, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- g. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so, directed by the meeting), adjourn the meeting from time to time and

from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- h. The Secretary shall convene all General Meetings of THE CLUB by giving not less than 21 days notice of any such meeting to the members of THE CLUB.
- i. The manner by which such notice shall be given shall be determined by the Management Committee: provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of their membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.
- j. Unless otherwise provided by these Rules, at every General Meeting -
 - i. The President shall preside as Chairman, or if there is no President, or if he/she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairman or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting;
 - ii. the Chairman shall maintain order and conduct the meeting in a proper and orderly manner;
 - iii. every question, matter or resolution shall be decided by a majority of votes of the members present;
 - iv. every member present shall be entitled to one vote and in the case of an equality of votes the Chairman shall have a casting vote, provided that no member shall be entitled to vote at any General Meeting if the member's annual subscription is in arrears at the date of the meeting;
 - v. voting shall be by show of hands or a division of members, unless not less than one fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the matter of which the ballot was demanded;
 - vi. every person present who is a member of THE CLUB shall have one vote and in a secret ballot every member present in person or by proxy shall have one vote.
 - vii. The number of Proxy votes eligible to be used at any AGM or SGM shall be less than the number of members present, less one, should the number be more, the secretary shall remove those last received to form a result.
 - viii. the instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointor or of his or her attorney duly authorised in writing. A proxy must be an Ordinary or Life Member of THE CLUB. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot;
 - ix. where it is desired to afford members an opportunity of voting for or against a

resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

Town And Country Naturists Inc.

I, _____ of, _____, being a member of the above-named Association, hereby appoint

_____ of _____, or failing that person, _____ of _____, or failing all the chairman - as my proxy to vote for me on my behalf at the (annual) (special) general meeting of THE CLUB, to be held on the _____ day of _____, 20____, and at any adjournment thereof.

Signed this _____ day of _____, 20____.

Signature

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

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as that person thinks fit.);

k. the instrument appointing a proxy shall be deposited with the secretary, by physical mail or from the email address registered with the secretary for that member address or by any future verifiable future technology acceptable to the Management Committee of the time, prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and

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

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

20. ALTERATION OF RULES

a. Subject to the provisions of The Associations Incorporation Act 1981, as currently

amended, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting of THE CLUB.

- b. However, an amendment, repeal or addition is valid only if it is registered by the chief executive of the department that is responsible for administering the Act.
- c. Notice of any such amendment, deletion or addition to these Rules may be made by a member at any time. Such notice must be made in writing to the Secretary of THE CLUB at least 21 days prior to the Annual General Meeting or a Special General Meeting.

21. INSURANCE A Public Liability Insurance Policy shall be taken out with an approved insurer for a minimum of ten million dollars (\$10,000,000) by THE CLUB. This minimum amount may be adjusted upwards by the Committee when it is deemed necessary. The minimum amount insured may be increased by the Management Committee if required by Australian Law or if required by venues used by THE CLUB in the future.

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

23. FUNDS AND ACCOUNTS

- a. The funds of THE CLUB shall be deposited in the name of THE CLUB in such bank or permanent building society as the Management Committee may from time to time direct.
- b. Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of THE CLUB and the particulars usually shown in books of a like nature.
- c. All moneys shall be deposited as soon as practicable after receipt thereof.
- d. All invoiced amounts for expenses shall be an Electronic Funds Transfer authorised by any two of the President, Secretary/Treasurer, Vice-President or member authorised from time to time by the Management Committee or by any manner of electronic transfer authorised by The Management Committee consistent with the requirement that any two of the President, Secretary, Treasurer, Vice-President or member authorised from time to time by the Management Committee implement the transfer. A receipt, signed statement of expense or invoice must be submitted for payment to be made.
- e. The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system. A receipt, signed statement of expense, volunteer reimbursement statement or invoice must be submitted for payment to be made.
- f. All expenditure over \$1000, shall be approved at a Management Committee meeting
- g. As soon as practicable after the end of each financial year the Secretary/Treasurer shall cause to be prepared a statement containing particulars of -
- h. The income and expenditure for the financial year just ended including a bank reconciliation.

- i. The assets and liabilities and of all mortgages, charges and securities affecting the property of THE CLUB at the close of that year.
 - j. All such statements shall be authenticated by the President and/or Treasurer and shall be examined by an independent, competent person who shall present his/her report to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such statements relate.
 - k. The income and property of THE CLUB whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of THE CLUB provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by it to THE CLUB or otherwise owing by THE CLUB to it or of remuneration to any officers or servants of THE CLUB or to any member of THE CLUB or other person in return for any services actually rendered to THE CLUB provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by THE CLUB or reasonable and proper rent for premises demised or let to THE CLUB.
24. **DOCUMENTS** The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of THE CLUB.
25. **FINANCIAL YEAR** The financial year of THE CLUB shall close on 30th September in each year.
26. **MEMBERSHIP YEAR** The membership year of THE CLUB shall close on 30th June in each year.
27. **LIABILITY OF DIRECTORS AND OFFICERS** Neither the directors, officers nor any persons acting on their behalf (other than independent contractors), shall be liable for any damages to any person or entity by reason of any action, failure to act or any other circumstances taken as, or on behalf of, an officer or Management Committee person or event organiser of the Club. The prior sentence shall not apply where such acts are done in bad faith and with malice. The Club shall indemnify and hold harmless its officers, Management Committee, Event organisers, employees or volunteers, if any, while serving the Club in those capacities, unless such acts are done in bad faith and with malice.
28. **DISTRIBUTION OF SURPLUS ASSETS** If THE CLUB shall be wound up by special resolution of the members passed at a general meeting called for that purpose in accordance with the provisions of The Associations Incorporation Act 1981, as currently amended, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of THE CLUB, but shall be given or transferred to some other institution or institutions having objects similar to the objects of THE CLUB, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on THE CLUB under or by virtue of rule 23.k, by the such institution or institutions to be determined by the members of the Association.