

**CONSTITUTION AND RULES OF**  
**WEEKEND WARRIORS (SA)**  
**HOLDEN HILL MUSIC CHAPTER INCORPORATED**

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**CONSTITUTION AND RULES OF  
THE WEEKEND WARRIORS (SA) HOLDEN HILL MUSIC CHAPTER  
INCORPORATED**

**1. NAME OF ASSOCIATION**

The name of the incorporated association shall be "WEEKEND WARRIORS (SA) HOLDEN HILL MUSIC CHAPTER INCORPORATED"

**2. DEFINITIONS**

**"The Association"** means the Weekend Warriors (SA) Holden Hill Music Chapter Incorporated pursuant to these rules.

**"Annual General Meeting"** means the annual general meeting of the Association convened under paragraph 17.1 of these Rules.

**"Corporate Member"** means any solvent corporation to be approved by the Chapter Sponsor in its absolute discretion.

**"Committee"** means the committee of management of the Association

**"Confidentiality Agreement"** means the confidentiality agreement and undertaking entered into between the Chapter Sponsor and an Officer or a Member.

**"General Meeting"** means a general meeting of Members of the Association convened in accordance with these rules

**"Special General Meeting"** means a meeting of the Association convened under paragraph 17.2 of these Rules.

**"Member"** means a Person being a fully paid up Member of the Association.

**"Person"** means any individual or incorporated legal entity.

**"Honorary Life Member"** means a person elected by the Committee as an Honorary Life Member as determined by the Committee from time to time

**"A Performing Associate Member"** means; a person who has made application to the Association for acceptance as a Performing Associate Member who has not completed any Weekend Warrior Program but who falls within the category of A Performing Associate Member in accordance with paragraph 4.2.2 of these Rules and who has paid all membership fees up to date.

**"A Non Performing Associate Member"** means; a person who has made application to the Association for acceptance as A Non Performing Associate Member and who has been accepted by the Association as A Non Performing Associate Member in accordance with paragraph 4.2.2 of these Rules and who has paid all membership fees up to date.

**"The Chapter Sponsor's Database"** means the Association's membership database belonging to and administered by the Chapter

Sponsor.

**"The Band Member Ratio"** means; The ratio table provided for in paragraph 4.2.3 of these Rules.

**"The Officers"** means the officers of the Association elected in accordance with paragraphs 11 and 16 of these Rules

**"Chapter Sponsor"** means Screamy Pty Ltd trading as Holden Hill Music.

**"General Sponsor"** means a sponsor not involved in the music industry and not in competition with the business of the Chapter Sponsor..

**"The Act"** means the Associations Incorporation Act 1985

**"The Public Officer"** shall be the person elected by the Members as the Public Officer of the Association.

**"The Secretary"** shall be the person elected by the Members as Secretary of the Association.

**"Weekend Warrior Program"** means any Weekend Warrior program administered by the AMA throughout Australia.

**"Rules"** means the governing rules of the Association as amended from time to time and may be referred to as either these Rules or the Rules.

### 3. OBJECTS OR PURPOSES OF THE ASSOCIATION

The Objects of the Association shall be to:

- a) facilitate the fun, joy and pleasures of participating in music in a social environment without prejudice, bias and/or discrimination.
- b) provide social amenities and facilities for the Members of the Association and provide accommodation for them on such premises as the Association may from time to time occupy.
- c) promote-and/or provide its Members the opportunities to develop a further interest or maintain that interest within their field of live musical endeavour, by way of providing support, advice and guidance.
- d) do all things which the Association or the Committee may think necessary or desirable for promoting the recreation, accommodation and convenience of any Member or Members.
- e) hire and/or employ and to pay persons in return for services rendered to the Association, salaries, wages, gratuities and pensions.
- f) establish, promote or assist in establishing or promoting and to subscribe or to become a Member of or associated or amalgamated with any other association or club, whose objects are similar or in part similar to the objects of the Association, or the establishment or promotion of which may be beneficial to the Association
- g) support and subscribe to any charitable, music or public body.
- h) borrow or raise money with or without giving security and particularly by the issue of or upon bonds, debentures (redeemable

on dates to be determined by yearly ballot or otherwise at the discretion of the Committee) bills, bills of exchange, promissory notes or other obligations or securities of the Association or by mortgage or charge upon all or any part of the property of the Association.

- i) do all such other lawful things as are incidental or conducive to the attainment of the above objectives.
- j) to do all things necessary to preserve the integrity of any Weekend Warrior Program and to refrain from any activity that will prejudice any Weekend Warrior program or the interests of the Chapter Sponsor or bring either of them into disrepute.

#### **4. MEMBERSHIP**

##### **4.1 Categories of Membership**

Member

Corporate Member

Chapter Sponsor

Honorary Life Member

Performing Associate Member

Non Performing Associate Member

##### **4.2 Admission of Members to the Association**

No person shall be admitted as a Member of the Association unless:

- 4.2.1 The Applicant is a person other than a Corporate Member who has completed a Weekend Warrior Program managed by the Chapter Sponsor or any other Weekend Warrior Program upon approval by the Chapter Sponsor shall be entitled to be admitted as a Member as of right upon payment of the membership fees.
- 4.2.2 Where an applicant has not completed any Weekend Warrior Program then in such case the Member may be admitted as a Performing Associate Member or a Non Performing Associate Member on terms as may be prescribed by the Committee from time to time provided at no time shall the Committee be empowered to give an admitted Performing Associate Member or a Non Performing Associate Member any voting rights at any meetings of the Association.

- 4.2.3 A Performing Associate Member will be entitled to participate in any Association live performances provided however, the Performing Associate Member may only undertake such performance in conjunction with other Members and only in the case where the band in which the Performing Associate Member intends to perform complies with the Band Member Ratio as follows;

<b>Number of Members in Band</b>	<b>Fully Paid up Members</b>	<b>Performing Associate Members</b>
3	2	1
4	3	1
5	3	2
6	4	2
7	5	2
8	6	2
9	6	3

- 4.2.5 A Performing Associate Member shall be entitled to be a Performing Associate Member upon payment of the Performing Associate Membership Fee in the amount determined by the Committee from time to time and the Performing Associate Member shall be actively encouraged to undertake any Weekend Warrior Program.
- 4.2.6 All applications for membership shall be made in the form prescribed by the Committee from time to time. A Non Performing Associate Member and a Performing Associate Member shall only be admitted on the proposal of one financial Member of the Association and seconded by another Financial Member.
- 4.2.7 Upon acceptance for membership, the Member or the Non Performing Associate Member or the Performing Associate Member shall all agree to be bound by all of the terms and conditions of these Rules as may be applicable from time to time and to pay all membership fees as prescribed by the Committee from time to time as and when they fall due.
- 4.2.8 All applications for membership shall be made in a form prescribed by the Committee from time to time and in the case of an application for membership by a Corporate Member, the proposed Corporate Member shall, upon satisfying the requirements of the Committee, be admitted as a Member.

### **4.3 Resignation of Member**

A Member may resign from membership of the Association by giving written notice to the Secretary or Public Officer of the Association. Any Member so resigning shall be liable for any outstanding subscriptions which may be recovered as against the Member as a debt due and owing to the Association.

#### **4.4 Expulsion or Termination of a Member**

- 4.4.1 Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a Member other than the Chapter Sponsor upon a charge of misconduct detrimental to the interests of the Association.
- 4.4.2 Particulars of the allegations shall be communicated to the Member at least one month prior to the meeting of the Committee at which the allegations will be determined.
- 4.4.3 The determination of the Committee shall be communicated to the Member and in the event of an adverse determination, the Member shall subject to paragraph 4.4.4 hereof cease to be a Member 14 days after the Committee has communicated its determination to the Member.
- 4.4.4 It shall be open to a Member to appeal to the Association in general meeting against the expulsion. The Members intention to appeal shall be communicated to the Secretary or the Public Officer of the Association within 14 days after the determination of the Committee has been communicated to the Member.
- 4.4.5 In the event of an appeal under paragraph 4.4.4 hereof, the appellant's membership of the Association shall not be terminated unless the determination of the Committee to expel the Member is upheld by the Members of the Association in general meeting and after the appellant has been heard by the Members of the Association, and in such event membership will be terminated at the date of the general meeting at which the determination of the Committee is upheld.
- 4.4.6 Any Corporate Member (including the Chapter Sponsor) shall have its membership automatically terminated upon the Member either having an administrator or receiver appointed or upon the appointment of a liquidator.

#### **5. NOTIFICATION BY THE COMMITTEE OF ACCEPTANCE OF APPLICATION FOR MEMBERSHIP TO THE ASSOCIATION**

The Secretary shall cause each successful applicant to be notified of their acceptance as a Member and shall state the category of membership and provide each such applicant with a true copy of the current Rules of the Association and shall cause the applicant's name to be recorded as enrolled as a Member.

#### **6 RESPONSIBILITIES OF THE MEMBERSHIP CO-ORDINATOR**

- 6.1 The Committee shall appoint the Chapter Sponsor as Membership Co-ordinator:
- 6.2 The Membership Co-ordinator shall:
  - 6.2.1 keep a register of the Members of The Association
  - 6.2.2 keep all records of Members
  - 6.2.3 prescribe from time to time the procedures to be adopted by any Member in relation to notification of change of name, address and contact details and the Member agrees to comply with all such procedures.
  - 6.2.4 do all things necessary to retain and increase membership including processing applications for membership, issuing reminder notices and processing renewals

6.2.5 and may at the Chapter Sponsors discretion communicate membership details and other relevant information to authorised officers of the Association to the extent that such information is required for them to carry out their duties in accordance with the Rules of the Association. .

## **7 RESIGNATION OF MEMBERS**

A Member may resign from membership of the Association by giving written notice to the Secretary or Public Officer of the Association. Any Member so resigning shall be liable for any outstanding subscriptions which may be recovered as against the Member as a debt due and owing to the Association.

## **8 NOTICES**

All notices sent by post or otherwise to a Member to the last address given shall be deemed to have been duly given to such Member.

## **9 SUBSCRIPTIONS**

- 9.1 The subscription fees for membership shall be such sum as the Committee shall determine from time to time in general meeting.
- 9.2 The subscription fees shall be payable at first instance upon election as a Member unless that person is an Honorary Life Member and the period of membership shall be for a minimum of 12 months. Thereafter, each Member shall pay an annual subscription on a date and in a manner as determined by the Committee from time to time. The subscription fees shall be inclusive of Goods and Services Taxes.
- 9.3 All Members with the exception of any duly elected Honorary Life Member shall be required to pay the subscription fees on the date provided for in paragraph 9.2 hereof.
- 9.4 Any Member who is more than one month late in the payment of subscription fees may at the discretion of the Management Committee be:
- 9.4.1 deprived of the privileges of a Member until such time as his or her subscription shall have been paid in full, or
- 9.4.2 struck off the list of Members and shall thereupon cease to be a Member.

## **10. POWERS OF THE ASSOCIATION**

The Association shall have all the powers conferred by Section 25 of the Act.

## **11 THE OFFICERS**

The Officers of the Association shall comprise the following who, with the exception of the Chapter Sponsor, shall be elected annually at the Annual General Meeting of the Association:

- 11.1 President and Chair
- 11.2 Vice President
- 11.3 Secretary and Public Officer
- 11.4 Treasurer
- 11.5 Chapter Sponsor
- 11.6 Up to six (6) general Committee Members

## **12 THE COMMITTEE**

- 12.1 The Committee shall manage the affairs of the Association and shall be empowered and have authority conferred by these rules to do all such things as are within the objects of the Association and are not by the Act or these Rules required to be done by the Association in General Meeting.
- 12.2 The Committee has the management and control of the funds and all other property of the Association.
- 12.3 The Committee shall have authority to interpret the meaning of these rules and any other matter relating to the affairs of the Association on which these rules are silent.
- 12.4 The Committee may appoint Committee Members to perform the functions of Events Manager, Backing Band Manager, Junior Warriors Coordinator and any other functional role that might be required from time to time.
- 12.5 The Committee shall assist the Membership Coordinator, the Events Manager, Backing Band Manager, Junior Warriors Coordinator and any other Committee Member appointed under Clause 12.4 in the performance of their duties.

## **13 THE COMPOSITION OF THE COMMITTEE**

The Committee shall comprise the elected Officers and the Chapter Sponsor.

## **14 COMMITTEE MEETINGS**

- 14.1 The Committee shall convene a meeting bi monthly or at such other times as the Committee deems necessary
- 14.2 There shall be minutes of all meetings taken and kept by the Secretary
- 14.3 The Secretary, Chairperson or President may call a meeting of the Committee at any time and shall do so if requested in writing by three Members of the Committee. Such meeting to be convened within four days after the receipt of such request provided that not less than two days notice shall be given to the Members of the Committee.
- 14.4 Each meeting shall be chaired by the President or such person nominated by the President, being a fully paid up member of the Committee.

- 14.5 A quorum of the Committee shall consist of fifty per cent of the Committee membership at any time.
- 14.6 Any Member of the Committee having a pecuniary interest in a contract with the Association shall disclose that interest to the Committee as required by the Act and shall not vote with respect to any matter pertaining to the contract.
- 14.7 Questions arising at any meeting of the Committee shall be decided by a majority of votes and in the event of equality of votes, the Chairperson shall have a casting vote in addition to a deliberative vote.

## **15 DISQUALIFICATION OF COMMITTEE MEMBERS**

The office of a committee Member shall become vacant if a committee member is;

- 15.1 disqualified from being a committee member under the Act;
- 15.2 expelled as a Member under these Rules;
- 15.3 permanently incapacitated by ill health;
- 15.4 in its capacity as a corporation becomes insolvent or has had an administrator, receiver or liquidator appointed.
- 15.5 absent without apology or justifiable reason for more than 6 meetings in a financial year;

## **16 ELECTION OF COMMITTEE MEMBERS**

- 16.1 No candidate shall be elected to fill any office of the Committee unless that person is first a Member and has completed a Weekend Warrior Program conducted by the Chapter Sponsor or any other Weekend Warrior Program upon the approval of the Chapter Sponsor and has completed a nomination in writing in the form prescribed by the Committee and which shall have been signed by him or her or his or her proposer and such nomination shall have been received by the designated closing date at least one week prior to the date of the election.
- 16.2 Every nomination form shall specify the office or vacancy for which the candidate nominates. A Member may nominate or be nominated for more than one office or vacancy.
- 16.3 If the number of eligible nominations for any position is equal to the number of vacancies for that position, the President/Chairperson shall declare those nominees duly elected to that position.
- 16.4 If the number of nominations for a position is greater than the number of vacancies for that position, a ballot shall be conducted for that position at the AGM of the Members present. The Committee shall elect a Returning Officer to chair the AGM during elections and to conduct any ballots that might be required.
  - 16.4.1 Elections for positions shall be conducted in the order specified in Clause 11.
  - 16.4.2 Where a Member has nominated for more than one position and is elected to a position, the Member shall be ruled ineligible for subsequent positions for which he or she has nominated.
  - 16.4.3 If there are two nominations for a single vacancy, voting shall be by show of hands and a simple majority shall determine the outcome.
  - 16.4.4 If there are multiple nominations for a vacancy that cannot be resolved by a simple majority, a written ballot shall be conducted by the Returning Officer. The method of counting the

- vote shall be as determined by the committee from time to time.
- 16.5 No paid employee of the Association shall be entitled to vote, nor shall any Member who is unfinancial or under suspension.
- 16.6 No Member may vote for more than the required number of office-bearers and any ballot paper not in accordance with this provision shall be informal.
- 16.7 Where a ballot is held, the Returning Officer shall hand to the President/Chairperson of the Annual General Meeting a signed record of the votes cast and the President/Chairperson shall declare the candidate or the required number of candidates (as the case may be) receiving the greatest number of votes to be duly elected.
- 16.8 If at the end of elections any position remains unfilled, the Committee at its first meeting after the AGM may nominate a Committee member to act in that role in addition to any other position to which that Committee member has been elected or at its discretion co-opt an ordinary Member as if it were a casual vacancy in accordance with 16.9
- 16.9 If a casual vacancy for the Committee shall occur, the Committee may co-opt a Member to fill such a vacancy until the next AGM or general meeting where nominations for the vacancy shall be called and an election held if required.
- 16.10 In the event that the Association is unable to find a Treasurer, the Committee has the right to appoint an outside body or persons to the above position at the remuneration to be determined by the Committee and any such appointed Treasurer shall be responsible to any declaration or direction given by the Committee.
- 16.11 Each newly elected Committee member shall be provided with an explanation of that member's duties and responsibilities and sufficient information, both historical and current, as relates to the Chapter Sponsor's obligations and involvement in the Association, being the same information as amended from time to time that appears on the Association website.

## 17 GENERAL MEETINGS

### 17.1 Annual General Meetings

- Each general meeting shall be chaired by the President who may nominate a fully paid up member of the Association to chair meetings.
- 17.1.1 The Committee shall call an Annual General Meeting in accordance with the Act and these Rules.
- 17.1.2 The first Annual General Meeting shall be held within 18 months from the date of incorporation of the Association and thereafter within 5 months after the end of the Association's financial year.
- 17.1.3 The order of the business at the Annual General Meeting shall be;
- 17.1.3.1 The confirmation of the Minutes of the previous Annual General Meeting and any special General Meeting held since that meeting;

- 17.1.3.2 The consideration of the accounts and the reports of the committee and the Auditor's Report provided the committee has made gross receipts so as to render the committee a "prescribed Association" within the meaning of Section 3 of the Act;
- 17.1.3.3 The election of Committee members;
- 17.1.3.4 The appointment of auditors if the Association is a prescribed Association within the meaning of Section 3 of the Act; and
- 17.1.3.5 Any other business requiring consideration by the Association in general meeting.

## **17.2 Special General Meetings**

- 17.2.1 The committee may call a special general meeting of the Association at any time.
- 17.2.2 Upon requisition in writing of not less than two thirds of the membership, the committee shall within one month of such request convene a special general meeting for the purpose specified in the requisition.
- 17.2.3 Every requisition for a special general meeting shall be signed by the relevant Members and shall state the purpose of the meeting.
- 17.2.4 If a special general meeting is not convened within one month as required by paragraph 17.2.2 hereof, the requisitionists or at least fifty per cent of them may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practicable as a meeting convened by the committee and for this purpose the committee shall ensure that Members who are entitled to attend receive a notice of the meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the Association.

## **17.3 Notice of General Meetings;**

- 17.3.1 Subject to paragraph 17.3.2 hereof, at least 14 days notice of any general meeting shall be given to Members. The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
- 17.3.2 Notice of a meeting at which a special resolution is to be proposed shall be given at least 21 days prior to the date of the meeting.
- 17.3.3 A notice may be given by the Association to any Member by serving the Member with the notice personally, or by sending it by post or email to the address appearing in the register of Members.
- 17.3.4 Where a notice is sent by post, the service is effected by properly addressing, prepaying and posting a letter or packet containing the notice and unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.

17.3.5 Where a notice is sent by email, the service is effected by properly addressing and transmitting an email message containing the notice and unless the contrary is proved, service will be taken to be effected within one (1) hour of the time at which the message was sent.

#### **17.4 Proceedings at general meetings;**

- 17.4.1 Six (6) Members present personally or by proxy shall constitute a quorum for the transaction of business at any general meeting.
- 17.4.2 If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, then a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same date in the next week at the same time and place and if at such adjourned meeting a quorum of Members is not present, then the meeting shall be cancelled and no business may be conducted.
- 17.4.3 Subject to paragraph 17.4.4 hereof, the Chairperson shall preside as Chairperson at a general meeting of the Association.
- 17.4.4 If the Chairperson is not present within 5 minutes after the time appointed for holding the meeting, or he or she is present but declines to take or retires from the Chair, the Members may choose a committee member or one of their own number to be the Chairperson of that meeting.
- 17.4.5 In the event of there being no quorum at a meeting, such meeting may still proceed and the minutes of that meeting shall be ratified at the next General Meeting.

#### **17.5 Voting at General Meetings**

- 17.5.1 Subject to these rules, every Member of the Association has only one vote at a meeting of the Association.
- 17.5.2 Subject to these rules, a question for decision at a general meeting other than a special resolution must be determined by a majority of the Members who vote in person or where proxies are allowed, by proxies at that meeting.

#### **17.6 Special and Ordinary Resolutions;**

A special resolution is a special resolution as defined in Section 3 of the Act.

An ordinary resolution is a resolution passed by a simple majority at a general meeting.

#### **17.7 Proxies**

A Member shall be entitled to appoint in writing a natural person who is also a Member of the Association to be their proxy and attend and vote at any general meeting of the Association.

**18 TREASURER**

18.1 The Treasurer shall perform the following duties:

- 18.1.1 receive all monies of the Association, and account for same, and his or her receipt shall be sufficient discharge. All monies shall within three days after the receipt thereof be paid into the Association's account at the bank at which the Association transacts its business. All payments may be made by either direct deposit, BPAY or PayPal or such other electronic means available or by cheque.
- 18.1.2 keep in a book/computer records to be open to the inspection of the Committee or by the Members at any time, an account of all monies received and disbursed.
- 18.1.3 submit at the AGM a balance sheet signed by the Auditor if an Auditor is to be appointed under the Act and showing the financial position of the Association as at the 31<sup>st</sup> August last proceeding.
- 18.1.4 submit to the Committee whenever requested by the President/Chairperson so to do, a statement showing clearly the financial position in progress at the Association.

**19 REMUNERATION OF EMPLOYEES**

All employees of the Association shall be remunerated out of the funds of the Association at such rate and upon such terms and conditions as the Committee shall think fit, relative to Industrial Awards. No payment or part payment of salary or wages to an employee of the Association shall be made by the supply of goods or stock, nor shall any employee of the Association keep and retain as payment or part payment of his or her salary or wages any commission, discounts or rebates, or anything of a like nature allowed to the Association in the transaction of its business, but all such monies shall be placed to the credit of the Association.

**20 THE SEAL OF THE ASSOCIATION**

The Seal of the Association shall be under the control of the Committee and shall not be affixed to any document except by the resolution of the Association or Committee. The Seal shall remain in the custody of the Secretary and shall not be removed from the Association's premises.

**21 AUDIT**

The Association shall not be required to undertake an audit unless the Association becomes a prescribed Association within the meaning of the Act and the auditor if appointed may be a Member of the Association but no Member of the Committee shall, during tenure of office as a Committee member, be eligible as an auditor. The auditor shall at all times have access to all books of account of the Association.

**22 BY LAWS**

No By-laws made by the Committee pursuant to its powers shall have any force or effect until notice of the making of such By-laws shall be exhibited on the Association's website.

**23 CHANGES IN CONSTITUTION**

This constitution shall not be altered except at an Annual General Meeting or Special General Meeting of the Association duly called in accordance with the provisions hereof. No motion for alteration shall be deemed to be carried unless supported by at least three-fourths of those present. Notice of any such motion shall be exhibited on the Association's website at least fourteen days prior to the meeting and shall be included in the appropriate notice convening the Special General Meeting.

**24 FINANCIAL REPORTING**

- 24.1 The first financial year of the Association shall be for the period ending on the next **30** June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June or each year.
- 24.2 The Association shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Association in accordance with the Act.
- 24.3 The accounts and if the Association becomes a prescribed Association together with the Auditor's report shall be laid before the Members at the Annual General Meeting.
- 24.4 The annual return of the Association shall be lodged with the Office of Consumer and Business Affairs within six months after the end of each financial year. It must be accompanied by a copy of the accounts, any applicable auditors report, the committee statement and the committee's report.

**25 PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS**

The income and capital of the Association shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remuneration of a Member for services rendered for expenses incurred on behalf of the Association.

**26 INDEMNITY**

Every officer or employee for the time being of the Association acting in relation to any affairs of The Association and all of their executors and administrators shall be indemnified and held harmless against all actions, costs, charges, losses, claims, demands, damages and expenses which they or any of them or any of their executors or administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts except such (if any) as he or they shall incur or sustain by or through his or their own willful neglect or default respectively; and none of them shall be answerable for the acts or defaults of the other or others of them or for any loss, misfortune or damage which may happen in the execution of the respective offices or trusts in relation thereto.

**27 WINDING UP**

The Association may be wound up in the manner provided for in the Act.

**28 APPLICATION OF SURPLUS ASSETS**

- 28.1 If after the winding up of the Association there remains "surplus assets" as defined in the Act, then such surplus assets shall be distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its Members.
- 28.2 Such organisation or organisations shall be identified and determined by a resolution of Members in general meeting.
- 28.3 The distribution of surplus assets shall always be done or undertaken in compliance with Section 43 of the Act.

**29 DISPUTE RESOLUTION**

In the event of a dispute or grievance between a Member and the Association other than a matter dealt with by Rule 4.4 of these Rules arising then the aggrieved party must set out in detail full particulars of the disputed matter which will then be submitted to the Committee for determination and who shall determine the dispute. If the parties to the dispute are dissatisfied with the outcome of the Committee's determination then the dissatisfied party may submit a notice of review of the determination and in so doing must set out the grounds for review. The Committee shall upon receipt of a notice of review establish a panel of three (3) independent Members and the President of the Association who shall undertake a review of the Committee's determination and who shall report their findings to the Committee and the Committee shall then report those findings to the aggrieved party within 14 days of such review. The outcome of the review and the findings of that review panel shall be final and binding on the parties to the dispute and the Committee may upon the conclusion of the dispute resolution process, make any determinations it deems appropriate in accordance with these rules.

**30 MISCELLANEOUS RULES**

- 30.1 Officers and Members of the Association shall keep in strict confidence any information as may be made available to them at any time whatsoever by the Chapter Sponsor and each Officer or Member as the case may be shall sign the Confidentiality Agreement so as to protect all rights and interests of the Chapter Sponsor in the MembershipDatabase and shall only use such information to the extent required to carry out their duties in accordance with these rules.
- 30.2 All information provided by the Chapter Sponsor to any Officer or Member of the Association shall be returned in its entirety to the Chapter Sponsor at the request of the Chapter Sponsor without the Chapter Sponsor having to give reasons.
- 30.3 If the Chapter Sponsor's membership is terminated under the provisions of paragraph 4.4.6 or the Chapter Sponsor is disqualified from being a Committee member under paragraph 15.4 or ceases to be a Member of the Association for any other reason, the Chapter Sponsor shall make available to the Association the Chapter Sponsor's Membership Database to facilitate the continued operation of the Association.
- 30.4 The Committee shall not enter into any sponsorship agreements whatsoever with a Proposed Sponsor who is involved in the music industry without the prior written consent of the Chapter Sponsor.
- 30.5 The Association will be licensed by the Chapter Sponsor to use the Weekend Warriors logo and brand and the name "Weekend Warriors SA" or any version of those words approved by the Chapter Sponsor.