



Redland Bushwalkers Inc. By-Laws

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1. Definitions

1.1 In these by-laws:

Club means the Redland Bushwalkers Inc.

Rules means the Constitution of Redland Bushwalkers Inc.

Due Date means Club membership is to be renewed by 31st January each year.

Activity shall be any Activity or Event of the Club:

- (a) including bushwalking, camping, abseiling, kayaking, cycling, social events and other activities conducted by the Club;
- (b) published in the Club newsletter, the Club website, Facebook® and/or Meetup®; and
- (c) having at least one approved Activity Leader responsible for the activity.

Activity Leader means a member who organises and leads a Club Activity. Meetup® lists the Activity Leader as an “**Event Host**”.

Participant is a person participating in a Club Activity.

Temporary Member is a visitor that signs the *Acknowledgement of Risk Form for Temporary Members* as acknowledgement that participation in an activity may expose them to hazards and risks that could lead to injury, illness or death or to loss of or damage to their property, and pays the prescribed fee, prior to attending an Activity or Event.

2. General

2.1 These By-Laws are to be read in conjunction with the Rules. In the event there is conflict between the Rules and these By-Laws, the Rules shall prevail. Where reference is made to a particular Rule, it is implied that it is a Rule within the Constitution.

2.2 These are the By-Laws of the Club in accordance with **Rule 42** of the Rules, ‘*The Management Committee may make, amend or repeal by-laws, not inconsistent with these rules, for the internal management of the association*’.

2.3 In accordance with **Rule 42(2)**, ‘*A by-law may be set aside by a vote of ordinary members at a general meeting of the association*’, provided that 14 days’ notice of the proposed change has been provided to all members.

3. Insurance

3.1 The Club has Public Liability and Personal Accident Insurance with cover, determined as required, by Bushwalking Australia.

3.2 Age limits apply to the Clubs Personal Accident Insurance Policy. No cover is provided for Insured Persons who are not aged between 12 and 95 years of age, the minimum and maximum age limits of the Policy, at the time of an Activity.

- 3.3 All persons between 12 and 95 years of age shall consent to the *Acknowledgement of Risk*, and pay the Club membership fee, to be covered by the Clubs Personal Accident Insurance Policy.
- 3.4 The Club shall submit each year the insurance questionnaire declaring affairs of the Club relevant to the insurer.
- 3.5 The member count for purposes of insurance premium shall be the number of current financial members in the Club membership register as at the date notified by Bushwalking Queensland Inc. The Club's member numbers does not include temporary or suspended members.
- 3.6 Payments shall be in such a manner as directed by the Insurance provider.

4. Membership

- 4.1 Membership shall be for 12 months, from 1st January to 31st December.
- 4.2 A person aged 18 years and over, is eligible to become a member as per Rule 7 and participate in Club Activities.
- 4.3 Memberships may only be accepted by the Management Committee upon completion of the prescribed *New Membership Application Form* and payment of the appropriate member fee. They will be eligible to participate in all Activities during the calendar year, subject to Leader approval.
- 4.4 Membership shall be renewed annually by the **Due Date** by completion of the prescribed *Membership Renewal Application Form* and payment of the appropriate member fee.
- 4.5 Lapsed Members may renew their membership by completion of the prescribed *Membership Renewal Application Form* and payment of the appropriate member fee, provided their membership has not lapsed for more than 3 years.
- 4.6 A person aged between 12 and 18 years of age is eligible to participate in Club activities, if **ALL** the following conditions are met:
 - (a) they are accompanied and supervised throughout the activity by their parent or legal guardian who is a Club member, and will be included in the accompanying adult's membership so no fees are payable; and
 - (b) the parent or legal guardian signs the prescribed *Acknowledgement of Risk Form for Minors* as acknowledgement that their participation in any Club activity may expose them to hazards and risks that could lead to injury, illness or death or to loss of or damage to their property, prior to attending an Activity or Event; and
 - (c) the Activity Leader approves the participation of the person.
- 4.7 No cover is provided by the Club's Insurance Policy for persons who are below the minimum age limit of 12 years at the time of an Event. A person aged under 12 years of age is eligible to participate in Club activities if **ALL** the following conditions are met:
 - (a) they are accompanied and supervised throughout the activity by their parent or legal guardian who is a Club member, and will be included in the accompanying adult's membership so no fees are payable; and

- (b) the parent or legal guardian signs the prescribed *Acknowledgement of Risk Form for Minors* as acknowledgement that their participation in any Club activity may expose them to hazards and risks that could lead to injury, illness or death or to loss of or damage to their property, prior to attending an Activity or Event; and
 - (c) the parent or legal guardian is fully responsible for the cost of any medical treatment and any other costs resulting from a personal accident or any other incident that occurs whilst participating in the Club Activity; and
 - (d) the Activity Leader approves the participation of the person.
- 4.8 No cover is provided by the Club's Insurance Policy for persons who are above the maximum age limit of 95 years at the time of an Event. A person aged over 95 years is eligible to become a member and participate in Club activities, if **ALL** the following conditions are met:
- (a) They are fully responsible for the cost of medical treatment and any other costs resulting from a personal accident or any other incident that occurs whilst participating in the Club Activity; and
 - (b) the Activity Leader approves the participation of the person.

5. Classes of Membership

- 5.1 **Ordinary membership**, as provided by **Rule 5(1)**, shall be any member who does not hold any other class of membership.
- 5.2 **Associate membership**, as provided by **Rule 5(1)(a)**, shall be further defined as a person who:
- (a) has been a continuous member of the Club for 10 years or more; and
 - (b) attends only Club meetings, social events and a small number of other events; and
 - (c) has been deemed worthy of receiving this class of membership, as determined by the Management Committee.
 - (d) pays no membership fee, but are required to pay the same fee as Temporary Members to attend events, unless the fee is waived by the Management Committee.
 - (e) are required to sign the prescribed *Membership Renewal Application Form* annually and are covered by the Club's personal accident insurance policy.
- 5.3 **Life membership**, as provided by **Rule 5(1)(b)**, shall be further defined as a person who:
- (a) has been a continuous member of the Club for 10 years or more; and
 - (b) has been nominated for life membership by 10 ordinary members who are not serving members of the Management Committee; and
 - (c) has provided outstanding service for the Club; and

- (d) has been deemed worthy of receiving this class of membership, as determined by the Management Committee.
- (e) pays no membership fee but have the same benefits as ordinary members.
- (f) are required to sign the *Membership Renewal Application Form* annually and are covered by the Club's personal accident insurance policy.

5.4 Temporary membership

- (a) Is defined as a guest or visitor, who participates in an Activity without becoming a member as per Rule 7.
- (b) Temporary membership is confirmed upon completion of the prescribed *Acknowledgement of Risk Form for Temporary Members* and payment of the Temporary Member fee; and is only valid for that Activity.
- (c) There is no limit on the number of Club Activities that a Temporary Member can attend as the guest of a Club member.
- (d) Temporary Members who are not guests of a Club member, may only participate in an Introductory walk, and must make application to become a member of the Club to participate in further activities.

5.5 Reciprocal Membership

- (a) A member of another Club, that is also an affiliated member of Bushwalking Australia Inc., is a member of the Club under the same or similar class currently held in the other Club for the Club Activity that member attends.
- (b) No fees are payable for this membership.

6. Membership Suspension

- 6.1 A member that fails to fully complete the requirements for renewal of membership, including signing the Acknowledgement of Risk and agreeing to abide by the code of Conduct, shall have their membership suspended.
- 6.2 Any person with suspended membership that later fully completes the requirements for renewal of membership, including signing the Acknowledgement of Risk and agreeing to abide by the Code of Conduct, shall be accepted as a member of the Club with the same membership class as previously held.
- 6.3 A person who has had their membership suspended for more than three months may have their membership terminated.

7. Club Fees

- 7.1 In accordance with **Rule 8(1)(a)** the membership fee "*is the amount decided by Management Committee and adopted at a general meeting*". Current Club fees are as follows:

MEMBERSHIP	FEE
(a) Renewal of membership by Ordinary Members , the membership fee is for a calendar year, being 1st January to 31 st December, and is due on or before 31st January. The <i>Membership Renewal Application Form</i> containing the <i>Acknowledgement of Risk</i> must be signed to renew membership.	\$40.00
(b) New Members joining between 1 January and 30 June , the membership fee is for the period from their application date up to and including 31 December of same year.	\$40.00
(c) New Members , who join between 1 July and 30 September , the membership fee is for the period from their application date up to and including 31 December of same year.	\$20.00
(d) New Members , who join between 1 October and 31 December , the membership fee is for the period from their application date up to and including the 31 December of the following calendar year.	\$40.00
(e) Temporary Members , the fee is per activity and due prior to commencement of the activity.	\$5.00
(f) Associate Members pay no membership fee.	\$0.00
(g) Life Members pay no membership fee.	\$0.00
(h) Reciprocal Members pay no membership fee.	\$0.00

7.2 Club fees shall be payable by the following due dates:

- (a) In accordance with **Rule 8(1)(b)** of the Rules the annual membership fee for continuing members shall be paid on or before the **Due Date**.
- (b) In accordance with **Rule 10(3)(c)** of the Rules any member who has membership fees in arrears for at least 3 months shall have their membership terminated.
- (c) In accordance with **Rule 9(1)** of the Rules the membership fee for new members shall be paid before the Management Committee consider the application for membership.
- (d) Temporary Member fees shall be paid prior to commencement of each activity in which they participate.

8. Activity Leaders

8.1 Activity Leaders must be approved by the Management Committee only after they have demonstrated the requisite application of skills and knowledge.

8.2 There shall be at least one Activity Leader at each Activity or Event.

8.3 The Activity Leader:

- (a) may exclude anyone from attending an activity if there are grounds to believe it is beyond their capability;
- (b) may appoint members to be their Co-Leader at an activity;
- (c) shall ensure all visitors have become Temporary Members by signing the prescribed *Acknowledgement of Risk Form for Temporary Members* and payment of the Temporary Member fee;
- (d) shall ensure that Meetup contains an accurate record of the names of the people who participated in the activity;
- (e) may give any direction within reason to ensure the safety of the participants; and
- (f) may cancel or change the activity to ensure the safety of the participants.

8.4 All reasonable directions given by the Activity Leader shall be complied with.

9. Car Pooling

9.1 Activity Leaders are encouraged to organise car-pooling where possible.

9.2 Variations in fuel cost, fuel economy and number of passengers prevent a specified schedule of rates, therefore the cost of participating in the car pool should be discussed and agreed with the driver on a trip-by-trip basis.

10. Minimum Number of Participants

10.1 For safety reasons, it is a requirement that all Club activities have a minimum party size of four, unless one of the following conditions are met:

- (a) The activity is conducted in a location where it will not be necessary for someone to leave the party to seek assistance, such as areas with high foot/bike traffic and good mobile coverage.
- (b) The leader takes a Personal Locator Beacon (PLB) registered with the Australian Maritime Safety Authority.

11. Activity Incidents

11.1 Any incident on an activity must be reported by the Activity Leader on the prescribed *Bushwalking Incident Form* and sent to the Management Committee within three days.

11.2 Upon receipt of the prescribed *Bushwalking Incident Form* the Management Committee is to review the incident and take further action in relation to the incident if required, including advising the Activity Leader and member(s) involved of the outcome of the review.

12. Management Committee

- 12.1 In accordance with **Rule 18(1)**, *'The management committee of the association consists of a President, Vice-President, Secretary, Treasurer, and any other members the association members elect at a general meeting.'*
- 12.2 Additional positions may be created by the Management Committee as deemed necessary for the operation of the Club. These additional positions may be:
- (a) Management Committee positions elected by the association members at a general meeting. These positions are members of the Management Committee and are expected to make themselves available to attend Management Committee meetings.
 - (b) Non-Management Committee positions appointed by the Management Committee, such as Meetup Secretary, Newsletter producer, Meeting Refreshments Organiser, Social Secretary. These positions may participate in Management Committee meetings and discussions but cannot vote.
- 12.3 The nomination of members for election to any position on the committee, in accordance with **Rule 19(1)**, will be in writing on the prescribed *Management Committee Nomination Form*.

13. Meetings of the Club

13.1 Management Committee Meetings

- (a) In accordance with Rule 23(1), the management committee may meet and conduct its proceedings as it considers appropriate.
- (b) In accordance with Rule 23(2), The management committee must meet at least once every 4 months.
- (c) In accordance with Rule 23(1), "the management committee must meet and conduct its proceedings as it considers appropriate" and Rule 23(2), "the management committee must meet at least once every 4 months".
- (d) In accordance with **Rule 24(1)** the quorum for Management Committee meetings is 50% of the members elected to the Management Committee plus 1.

13.2 Annual General Meetings

- (a) In accordance with Rule 31, the annual general meeting of the Club shall be held in April each year.

13.3 General Meetings

- (a) General Meetings shall be called by the Secretary with at least 14 days' notice.
- (b) In accordance with Rule 22(1), a quorum for a general meeting shall be double the number of members elected or appointed to the Management Committee at the close of the associations last general meeting plus 1.

- (c) Notice of general meeting shall be by way of Club newsletter, email or electronic media – Website or Facebook.

13.4 Club Meetings

- (a) Club Meetings should be held every month commencing with the first club meeting each year being held on the same day and after the Annual General Meeting.
- (b) If a General Meeting is called, it will take precedence over, and may replace, a Club Meeting

13.5 Notice of all meeting shall be by way of email, Club newsletter, Club website, Facebook® and/or Meetup®.

14. Funds and Accounts

14.1 The Club funds shall be kept in an account with a financial institution for the purpose of conducting the Club's financial business.

14.2 The President, Vice President, Secretary, and Treasurer may all be signatories to the account, and a minimum of 3 people is required.

15. Duties and Responsibilities - Elected Positions

15.1 President

- (a) The President shall exercise the duties prescribed in the Rules.
- (b) The President shall also be responsible for:
 - (i) An annual review of the Risk Management Guidelines issued by Bushwalking Australia with respect to the Club's risk management procedures.
 - (ii) Ensuring all projects have an Officer of the Club to act as sponsor with overall accountability for the project, and who acts as the project's representative on the Management Committee.

15.2 Vice President

- (a) If the President is not available, the Vice President shall exercise the duties and responsibilities of the President.
- (b) The Vice President may from time to time lead special projects as agreed by the Management Committee.

15.3 Secretary

- (a) The Secretary shall exercise the duties prescribed in the Rules.

15.4 Treasurer

- (a) The Treasurer shall exercise the duties as prescribed in the Rules.

15.5 Activity Officer

- (a) The Activity Officer shall be responsible for the management of the Activity program.

- (b) The Activity Officer shall ensure that there is an Activity Leader for each Activity.
- (c) The Activity Officer may alter or cancel an Activity if they consider it to be inappropriate after consultation with the Activity Leader.

15.6 Membership Secretary

- (a) The Membership Secretary shall maintain the membership register as required by **Rule 13**;
- (b) The Membership Secretary shall respond to enquiries about joining the Club
- (c) The Membership Secretary shall coordinate new member applications for submission to the Management Committee for approval.

16. Breach of Rules and By-Laws

16.1 Any member who fails to comply with the Rules or by-laws of the Club shall be subject to be dealt with in accordance with **Rule 10(3)**.

17. Policies & Procedures

17.1 The Management Committee shall create, edit, and delete policies and procedures as it sees appropriate from time to time for better governance in the Club.

17.2 Any member who fails to comply with the policies and procedures of the Club shall be subject to be dealt with as deemed appropriate by the Management Committee.

18. Club's Prescribed Forms

18.1 The Club's prescribed forms are as follows:

- (a) New Membership Application Form
- (b) Membership Renewal Application Form
- (c) Acknowledgement of Risk Form for Minors
- (d) Acknowledgement of Risk Form for Temporary Members
- (e) Bushwalking Incident Form
- (f) Management Committee Nomination Form