

Coffs Coast Game and Sport Fishing Club  
Incorporated

NSW INC 1800959

**CONSTITUTION**

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## 1. NAME

The name of the Club shall be COFFS COAST GAME AND SPORT FISHING CLUB INCORPORATED (“CCGSFC”)

## 2. HEADQUARTERS

The Headquarters of CCGSFC shall be at such place as may be decided at a duly constituted meeting of the Club Executive Committee and will be recorded into the CCGSFC By Laws.

## 3. CCGSFC INSIGNIA

The insignia of the CCGSFC shall be an image of a South Solitary Island with various gamefish superimposed with the name incorporated into the logo. [\(see title page\)](#)

## 4. AIMS AND OBJECTIVES

The aims and objects of CCGSFC are:

4.1 To encourage, promote, foster and support Game and Sport Fishing from the port of Coffs Harbour.

4.2 To maintain affiliation with the New South Wales Game Fishing Association and with the Game Fishing Association of Australia.

~~4.3 To take over the assets and liabilities of the Coffs harbour game fishing club and the solitary islands game fishing club~~

4.34 To work with NSWGFA and related governing bodies and to obtain for all members of CCGSFC the advantages and benefits of such relationships.

4.45 To do anything that may be expedient, necessary or desirable to further the aims and objects of CCGSFC or which may be incidental thereto, including the appointment of Honorary or paid and non-paid Officials of CCGSFC.

4.56 To promote the science and conservation in relation to the sport of game fishing in specific and sustainable fishing in general.

4.67 To fish in accordance with the objectives and policies, constitution and angling rules and equipment regulations of the Game Fishing Association of Australia as promulgated from time to time.

## 5. LEGAL STATUS

CCGSFC shall be an organisation with its own separate legal persona and accordingly:

5.1 CCGSFC shall have perpetual succession (subject always to the dissolution of CCGSFC as a whole in terms of clause 20 hereof).

- 5.2 CCGSFC shall in no way pursue the acquisition of any financial profit or gain or material benefit for any of its Members. Any profit or gain or material benefit made by any individual during the course of their CCGSFC activities shall immediately be disclosed to the Club Executive Committee for appropriation in terms of the aims and objects of CCGSFC
- 5.3 No Member of CCGSFC shall by virtue of their membership have any right or claim of whatsoever nature to any property of CCGSFC.
- 5.4 CCGSFC may sue or be sued in any Court of Law, and may be cited in any capacity in any arbitration or other tribunal in its own name and may be represented in any proceedings whether in a Court of Law or in any arbitration or any other tribunal or otherwise, by any person or persons duly authorised by the CCGSFC Club Executive.
- 5.5 The liability of Members shall be limited to the amount of their Annual Subscription. The Club shall have and maintain suitable ~~insurance~~public liability cover.
- 5.6 In this Constitution, and in the CCGSFC By Laws, unless the context should otherwise indicate, the male gender shall include the female gender and vice versa.

## 6. MEMBERSHIP

Membership of CCGSFC shall be accorded in any of the following categories:

### 6.1 Honorary Life Membership

- 6.1.1 Honorary Life Membership of the Club shall be extended only by invitation of the CCGSFC Club Executive in recognition of long and meritorious service to CCGSFC. Any member of the Club may propose candidates for this office by making such nomination to the CCGSFC Executive for consideration.
- 6.1.2 Honorary Life Membership shall be extended only to such CCGSFC Member deemed a proper recipient of the highest honour CCGSFC can bestow, and only for exceptional services to the sport of Game Fishing in general, and CCGSFC in particular.
- 6.1.3 Honorary Life Membership can only be awarded after agreement to do so by all the members of the Executive Committee (100%) and any current Honorary Life Members. Honorary Life Membership recognition shall be restricted to one per angling season.
- 6.1.4 Honorary Life Members of CCGSFC shall not be required to meet the financial obligations of Members.
- ~~6.1.5 Honorary Life Members have the right to attend Committee Meetings and may vote thereat.~~
- 6.1.56 Neither entrance fees, nor subscription fees are payable by Honorary Life Members.
- 6.1.67 The CCGSFC shall cover the affiliation costs of any CCGSFC Honorary Life Members whilst they are still alive.

## **6.2 Adult Male**

Adult Male membership may be granted on successful application to a male aged 16 years and over.

## **6.3 Adult Female**

~~Adult Female membership may be granted on successful application to a female aged 16 years and over.~~

## **6.34 Junior**

Junior membership may be granted on successful application to an individual between the ages of 11 and 16 (12 to 15 years). Junior Membership status applies to both male and female. A junior member will compete and complete the Game Fishing season as a junior member in the event that he or she turns 16 at any time after the commencement of that specific Game Fishing season. A junior member will transfer to Adult membership in the first full Game Fishing season after having turned 16 years of age.

## **6.45 Small Fry**

Small Fry membership may be granted on successful application to an individual up to the age of 11 years. Small Fry Membership status applies to both male and female. A Small Fry member will compete and complete the Game Fishing season as a Small Fry member in the event that he or she turns 12 at any time after the commencement of that specific Game Fishing season. A Small Fry member will transfer to Junior membership in the first full Game Fishing season after having turned 12 years of age.

## **6.56 Honorary Membership**

Honorary membership may be granted to any visitor or prospective Member to fish on a boat that is fishing on a club point score day. Honorary membership for any individual is restricted to two point score days. All points scored by a honorary member will contribute to the boat they are fishing on to total season point score. Any fish caught by a honorary member will not be eligible to a club record or trophy.

Honorary Membership is subject to approval from the Club Executive Committee. Honorary membership awards shall be communicated to the Club Secretary on or before the last day of each calendar month. The Club Secretary shall maintain a record of honorary memberships awarded.

On a point score day it is the responsibility of the Skipper of the vessel on which the honorary member is fishing to notify the shed boat the details of the honorary member. It will also be the responsibility of the Skipper to collect the prescribed fee for honorary membership and to deposit the fee into the nominated club bank account within 30 calendar days after the point score fishing day. The Skipper will be responsible for the payment of the prescribed fee and the vessel will not be allowed to fish any subsequent point score days until the prescribed fee is paid to the club.

The prescribed fee for honorary membership will be determined by the CCGSFC Executive Committee.

In the event where an Honorary member makes application to become a full member of the CCGSFC within 30 calendar days from the day during which the Honorary Member fished in a point score day, any points or records scored by the Honorary Member on that day will be counted towards CCGSFC competitions and trophies.

If an Honorary Member makes application to become a full member of the CCGSFC after the 30 calendar days have lapsed from when the Honorary Member fished in a point score day,

any points or records scored by the Honorary Member will not be recognised for any CCGSFC competitions or trophies.

#### **6.67 Member in Good Standing**

At the discretion of the Executive Committee of the CCGSFC, a Member shall be deemed to be in good standing when they have no disciplinary constraint and, if their annual subscriptions are paid up to date in accordance with clauses 7 and 8 of this Constitution.

#### **6.78 Social Membership**

Social Membership may be granted on successful application to any individual. Any social Member shall not be eligible to vote and will be deemed to be a non Fishing Member and will not be eligible for any annual angler or boat trophies.

#### **6.89 Temporary Membership**

Temporary Membership allows a person to fish at one nominated tournament which covers up to 3 consecutive days only. If a temporary Member wishes to join the Club as a full Member, the remainder of the fee is to be paid in FULL. A temporary Member will not be eligible for any annual or boat trophies other than those offered in the nominated tournament.

#### **6.910 Application for Membership**

Completed application forms for membership of the CCGSFC can be submitted for consideration in the following manner only:

- By Mail through Australia Post to the published CCGSFC postal address,
- By E-mail,
- In person to a CCGSFC Executive Committee Member

The completed membership application shall be tabled and considered by the CCGSFC Executive Committee and if accepted shall be signed by the CCGSFC President and any one other Executive Committee Member.

If the CCGSFC President is not present, the Vice President is delegated to sign acceptance of a membership application on behalf of the CCGSFC President. The application for membership must also be signed by any one other Executive Committee Member.

The membership application must be accompanied by the relevant membership application fees before it can be considered by the CCGSFC Executive.

Further details and timelines with respect to the manner in which membership applications shall be administered will be set out by the CCGSFC Executive Committee from time to time and shall be reflected in the By Laws of the CCGSFC.

## **7. ENTRANCE AND SUBSCRIPTION**

The Club Executive shall decide upon the following and recorded in the By Laws of the CCGSFC:

7.1 Entrance fee payable by Members.

7.2 The annual subscription payable by Members.

- 7.3 The date upon which such entrance fee and subscription shall become due and payable, provided that subscriptions may be payable in such instalments as may be decided upon by CCGSFC.
- 7.4 If a prospective Member applies for membership of CCGSFC ~~after March 31 in~~ ~~the second half~~ of the financial year the CCGSFC Executive Committee shall be entitled to reduce the annual subscription payable by such prospective Members to 50% of that normally set for the full year.
- 7.5 Payment of annual subscription shall be irrefutable acknowledgement on the part of any existing or prospective Member that the Member is bound by and will abide to the Constitution, Rules and Regulations of NSWGFA and the CCGSFC.
- 7.6 The CCGSFC shall be empowered at its discretion in what it considers exceptional circumstances to waive partly or entirely the annual subscription of any Member for such period and on such conditions as it may determine.
- 7.7 The CCGSFC Executive Committee shall authorise the CCGSFC Treasurer and Secretary to issue membership renewal notices to each CCGSFC Member which will contain the details of the applicable fees for the ensuring year. Such renewal notices shall be sent to CCGSFC Members by registered mail or e-mail at the beginning of June each year. Annual Subscription remittance is required no later than the 30<sup>th</sup> of June.

## **8 REGISTRATION AND DEFAULT OF MEMBERS**

- 8.1 Any Member wishing to resign their membership shall do so in writing addressed to the Secretary of the CCGSFC. Such resignation shall be effective from the date of sending the letter. No Member resigning shall be entitled to any refund of entrance fee subscription paid in advance.
- 8.2 Any existing Member who has not paid their annual subscription by the first day of July shall be suspended from all CCGSFC membership privileges and entitlements. The CCGSFC Secretary shall immediately provide notice to such suspension to the Member by e-mail or registered mail and communicate a further grace period of 4 weeks to the suspended Member to pay the annual subscription due.
- 8.3 If a suspended Member does not pay the annual subscription fee within the timeframes allowed or set out in the suspension notice the suspended Member shall cease to be a member of the CCGSFC and shall be subject to the application for Membership process as set out in 6.7 if they wish to re-join the Club.
- 8.4 The CCGSFC Executive Committee may reinstate a suspended Member on satisfactory grounds being shown for the default and, on payment of all arrears or such amount as the CCGSFC Executive Committee considers may meet the case.

## **9 THE FINANCIAL YEAR**

The Financial Year of CCGSFC shall end on the 30<sup>th</sup> of June each year.

## **10 MANAGEMENT OF THE AFFAIRS OF THE CLUB**

CCGSFC shall be administered as set out hereafter and the responsibility of such administration shall rest in the following:



### **10.1 Composition of the CCGSFC Executive Committee**

10.1.1 President

10.1.2 Vice President

10.1.3 Secretary

10.1.4 Treasurer

~~10.1.5 Immediate Past President (for a minimum period of 12 months or earlier if the Past President resigns their membership of the CCGSFC)~~

~~10.1.6 Honorary Life Members~~

### **10.2 Function of The CCGSFC Executive Committee**

The function of the CCGSFC Executive Committee shall be to carry out the executive function of the CCGSFC and to deal with matters of routine nature affecting the CCGSFC as a whole which require attention during the period between meetings and, to put into effect any decisions taken at meetings.

### **10.3 Office Bearers**

10.3.1 The following Office Bearers shall be elected at an annual meeting of the CCGSFC and shall hold office until the next annual meeting.

No one person shall be elected or hold more than one office position at any one time. 10.3.1.1 President

10.3.1.2 Vice-President

10.3.1.3 Secretary

10.3.1.4 Treasurer

10.3.1.5 Weigh Master - Committee Member

10.3.1.6 Point Score Administrator - Committee Member

10.3.1.7 ~~Publicity Officer General~~- Committee Member

10.3.1.8 General - Committee Member

10.3.1.9 General - Committee Member

10.3.2 In the event where more nominations than required for the above committee positions are received, election shall be by elimination of the candidates receiving the least votes until there are two candidates whereupon election shall be by ballot of members eligible to vote.

10.3.3 Candidates for election to the aforesaid committee positions shall be nominated in writing by their proposer, and such nomination shall be in the hands of the Secretary not less than 7 days before the date of the AGM.

- 10.3.4 Immediately after the date of the closing of the nominations the secretary will advise members of such nominations,
- 10.3.5 In the event that an office bearer cannot fulfil their obligations during the term of their office, they will be replaced for the remaining term of the vacating office bearer, by election/appointment as follows:
- 10.3.5.1 President, by the Vice-President
- 10.3.5.2 Any other position by majority vote and duly elected in accordance with the CCGSFC Constitution.

10.3.5 The committee will appoint a publicity officer from the office bearers.

#### **10.4 Term of Office**

- 10.4.1 The CCGSFC Executive Committee and all other appointed positions shall assume office at the conclusion of the AGM and shall remain in office until the following annual AGM, subject to resignation or any disciplinary action.
- 10.4.2 The term of office of appointed officers of the CCGSFC Committees shall be for a minimum of 12 (twelve) months from the date of the AGM or the remainder of the term to the next AGM.
- 10.4.3 The CCGSFC President and Vice President shall if elected to do so be entitled to serve for multiple terms.

#### **10.5 Inability of an Elected Club Executive Officer to act**

- 10.5.1 In the event that an elected Member of the CCGSFC Executive is unable to continue their duties then the procedure to be followed for their replacement shall be as laid down from time to time by the CCGSFC Executive in conjunction with the CCGSFC Membership. In no circumstances may a CCGSFC Member assume a position without being elected at an Annual General Meeting or Special General Meeting called for the purpose of election.
- 10.5.2 The quorum at a Special General Meeting called in terms of Clause 10.5.1 for the purposes of an election shall be 5 (five) Members in number present and entitled to. Should there be no quorum within 30 minutes of the advertised time for the meeting, the meeting shall stand adjourned for one week when it shall be held at the same place and time, and if that adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting those present (being at least 3) and entitled to vote shall be a quorum.

#### **10.6 Gross Negligent or Criminal Actions by the Executive Committee**

- 10.6.1 In the event that all the members of the Executive Committee is found guilty of any criminal act or gross neglect in relation to their duties as Executive Committee Members of the CCGSFC, the provisions of 10.5 shall apply.
- 10.6.2 A duly nominated Honorary Life Member shall preside over the affairs of the CCGSFC within the bounds of the CCGSFC Constitution and shall also preside over the Special General Meeting called for the purpose of electing a new Executive Committee.
- 10.6.3 A Special General Meeting shall be convened as soon as practical following the removal of the complete Executive Committee as a result of actions described in Clause 10.6.1.

### **11 CCGSFC GOVERNANCE**

#### **11.1 Annual General Meeting**

- 11.1.1 The CCGSFC shall hold an Annual General Meeting of Members as soon as possible after the end of the CCGSFC fishing season that will run from the 1<sup>st</sup> of June to the last day of May. The secretary must, at least 14 days before the date fixed for the holding of the AGM give notice to each member specifying the place, day, hour and nature of business proposed to be transacted at the AGM. The procedure to be adopted at such Annual General Meeting shall be as follows:
  - 11.1.1.1 To read the notice convening the meeting
  - 11.1.1.2 To Confirm the Minutes of the previous Annual general Meeting and of any Special General Meeting.
  - 11.1.1.3 To receive and consider the Annual Reports on the affairs of the Club together with the duly audited balance sheet and statement of accounts for the year.
  - 11.1.1.4 To elect a new Club Executive and General Committee.
  - 11.1.1.5 To appoint an Auditor (if required).
  - 11.1.1.6 To deal with any other business concerning the affairs of the Club.

#### **11.2 Special General Meeting**

- 11.2.1 The Secretary shall at the request of the President of the CCGSFC or upon receipt of a requisition signed by at least 5 percent, in total number, of Members in good standing, specifying the object for which the meeting is desired, call a Special General Meeting.
- 11.2.2 The notice calling a Special General Meeting shall state the object for which the meeting is called and no other business may be transacted at that meeting. The Secretary shall give at least 14 days' notice to all the Members of the CCGSFC of the time and place fixed by the Executive Committee of the CCGSFC of such meeting. If the nature of business proposed to be dealt

with requires a special resolution of the association, the secretary must, at least 21 days before the fixed date give notice to each member specifying the intention to propose the resolution as a special resolution.

- 11.2.3 A quorum for a Special General Meeting of a CCGSFC shall be 5 Members present and entitled to vote. If within half an hour from the time appointed for any meeting as above, a quorum is not present, the meeting shall be abandoned.
- 11.2.4 The CCGSFC President or in his absence the CCGSFC Vice President shall preside over the Special General Meeting.
- 11.2.5 A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

### **11.3 Minutes**

- 11.3.1 Minutes of all meetings of the Executive Committee of CCGSFC, Annual General Meetings of CCGSFC and Special General Meetings thereof shall be recorded in writing and shall be confirmed at the next meeting.

### **11.4 Income and Expenditure Management**

- 11.4.1 The Treasurer of the CCGSFC shall keep a true and proper account of all the income and expenditure of the CCGSFC.
- 11.4.2 The Treasurer shall present annual financial statements duly audited by the Auditor appointed as per Clause 11.1.1.5 or a suitably qualified Accountant if no Auditor was appointed at the AGM for the preceding financial year to the AGM of the CCGSFC. Copies of such accounts shall be made available to all Members of the CCGSFC.
- 11.4.3 Funds received by the CCGSFC shall be banked in the name of the CCGSFC and shall be operated upon by two signatories out of three appointed by the Executive Committee of the CCGSFC.
- 11.4.4 All CCGSFC expenditure shall require the prior approval of at least the majority of the CCGSFC Executive Committee.

### **11.5 Quorum for the CCGSFC AGM**

- 11.5.1 A quorum for an Annual General Meeting of a CCGSFC shall be 5 percent of Members present and entitled to vote. Should there be no quorum within 30 minutes of the advertised time for the meeting, the meeting shall stand adjourned for one week when it shall be held at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the appointed meeting those present (being at least 3) and entitled to vote shall be the quorum.

### **11.6 Voting**

- 11.6.1 Each financial member over the age of sixteen years (16) shall have one vote. Subject to anything contrary herein contained, matters shall be decided by a majority vote, whether on a show of hands or by ballot.
- 11.6.2 At neither the AGM nor any Special General Meeting will proxy votes be accepted. All votes must be cast in the meeting and in person.

## **12 ALTERATIONS TO THE CONSTITUTION OF THE CCGSFC**

- 12.1 Alterations to the Constitution may be proposed by CCGSFC Members and can be made only at the AGM or convening a Special General Meeting both requiring a special resolution. No alteration shall be made unless it receives the approval of not less than 75% of those present and eligible to vote.
- 12.2 Notice of any proposed amendment or addition to the Constitution shall be made in writing to the secretary and made in accordance with requirements regarding special resolutions contained in section 11 of the constitution.

## **13 CO-OPTION OF MEMBERS**

The CCGSFC Executive Committee shall be empowered to co-opt additional delegates to deal with specific functions of CCGSFC but such co-opted Members shall have no voting rights in the CCGSFC Committee Meetings.

## **14 DECISIONS OF THE CCGSFC AT THE AGM**

All decisions made and taken by the CCGSFC at the AGM or Special General Meeting shall be final and binding on all Members of the CCGSFC.

## **15 CAPITATION FEES**

Capitation fees for affiliation to any regulatory bodies shall be determined by the same and the CCGSFC Executive Committee shall ensure that such capitation fees are collected and remitted annually as prescribed.

## **16 CLUB MEETINGS**

- 16.1 The CCGSFC will host monthly meetings, excluding December, at a time and date as prescribed by the CCGSFC Executive Committee from time to time.
- 16.2 The purpose of this meeting shall be to :
  - 16.2.1 Update CCGSFC Members with the Club affairs and matters.
  - 16.2.2 To promote the Sport of Game Fishing by presentation from Subject Matter Experts duly invited to do so.
  - 16.2.3 To promote safety within the Club and the Sport of Game Fishing.
  - 16.2.4 To foster and build club spirit and camaraderie amongst its members.

## **17 ANNUAL BOAT AND ANGLER COMPETITION IN AND OUT OF HOURS AND OUT OF PORT**

17.1 The CCGSFC shall conduct an annual boat and angler competition for the trophies listed within this Clause. The Members shall compete for the trophy categories under the rules as set out herein or contained within the CCGSFC By Laws.

17.2 The rules applicable to CCGSFC in hours competitions and tournaments shall comply with as a minimum to the rules as adopted by the organisations or legal entities under which the CCGSFC is constituted or affiliated.

17.3 The rules for any Annual Trophies shall be determined at the AGM and can only be amended by majority vote.

17.4 The in hours boat and angler competition runs from the 1<sup>st</sup> of September to the 31<sup>st</sup> of May each year on the second and fourth sat of each month.

17.5 The out of hours boat and angler competition runs year round from 1<sup>st</sup> June to 31<sup>st</sup> may

17.6 Competition days also include the Northern Zone overnight competitions ~~held in May and November~~ on a date to be set by the Northern Zone Chairman.

17.7 Trophy list for the Annual boat and angler competition in hours shall include at a minimum the following categories. Additional trophies or categories for boats and anglers shall be detailed in the CCGSFC By-Laws.

- 1) Most Meritorious Other Game Fish
- 2) Most Meritorious Shark
- 3) Most Meritorious Billfish
- 4) Heaviest Other Game Fish
- 5) Heaviest Shark
- 6) Heaviest Billfish
- 7) Champion Small Fry Female Angler Capture Other Game Fish
- 8) Champion Small Fry Female Angler Capture Shark
- 9) Champion Small Fry Female Angler Capture Billfish
- 10) Champion Small Fry Male Angler Capture Other Game Fish
- 11) Champion Small Fry Male Angler Capture Shark
- 12) Champion Small Fry Male Angler Capture Billfish
- 13) Champion Junior Female Angler Capture Other Game Fish
- 14) Champion Junior Female Angler Capture Shark
- 15) Champion Junior Female Angler Capture Billfish
- 16) Champion Junior Male Angler Capture Other Game Fish

- 17) Champion Junior Male Angler Capture Shark
- 18) Champion Junior Male Angler Capture Billfish
- 19) Champion Lady Angler Capture Other Game fish
- 20) Champion Lady Angler Capture Shark
- 21) Champion Lady Angler Capture Billfish
- 22) Champion Male Angler Capture Other Game fish
- 23) Champion Male Angler Capture Shark
- 24) Champion Male Angler Capture Billfish
- 25) Grand Champion Angler Capture (highest point score billfish, shark, other game fish)
- 26) Champion Boat Capture Other Game Fish
- 27) Champion Boat Capture Shark
- 28) Champion Boat Capture Billfish
- 29) Grand Champion Boat Capture (highest point score billfish, shark, other game fish)
- 30) Champion Small Fry Female Angler Tag & Release Other Game Fish
- 31) Champion Small Fry Female Angler Tag & Release Shark
- 32) Champion Small Fry Female Angler Tag & Release Billfish
- 33) Champion Small Fry Male Angler Tag & Release Other Game Fish
- 34) Champion Small Fry Male Angler Tag & Release Shark
- 35) Champion Small Fry Male Angler Tag & Release Billfish
- 36) Champion Junior Female Angler Tag & Release Other Game Fish
- 37) Champion Junior Female Angler Tag & Release Shark
- 38) Champion Junior Female Angler Tag & Release Billfish
- 39) Champion Junior Male Angler Tag & Release Other Game Fish
- 40) Champion Junior Male Angler Tag & Release Shark
- 41) Champion Junior Male Angler Tag & Release Billfish
- 42) Champion Lady Angler Tag & Release Other game Fish
- 43) Champion Lady Angler Tag & Release Shark
- 44) Champion Lady Angler Tag & Release Billfish
- 45) Champion Male Angler Tag & Release Other game Fish
- 46) Champion Male Angler Tag & Release Shark
- 47) Champion Male Angler Tag & Release Billfish
- 48) Grand Champion Angler Tag & Release (highest point score billfish, shark, other game fish)

- 49) Champion Boat Tag & Release Other Game Fish
- 50) Champion Boat Tag & Release shark
- 51) Champion Boat Tag & Release Billfish
- 52) Grand Champion Boat Tag & Release (highest point score billfish, shark, other game fish)

17.8 The out of hours boat and angler competition runs from the 1<sup>st</sup> of June to the 31<sup>st</sup> of May year round on any day of the competition year other than designated in hours competition days. Any fish caught within designated in hours competition days will not qualify for out of hours competition.

17.9 The rules applicable to CCGSFC out of hours competitions shall comply with as a minimum to the rules as adopted by the organisations or legal entities under which the CCGSFC is constituted or affiliated.

17.10 Four (4) out of port trophies ~~may will be awarded~~ ~~fished for but however~~ only in Australian Waters.

17.11 Trophy list for annual out of hours and out of port trophies:

- 1) Heaviest Other Game Fish (Excluding Yellow Fin Tuna)
- 2) Heaviest Yellow fin Tuna
- 3) Heaviest Shark
- 4) Heaviest Marlin
- 5) Champion Small fry Female Capture
- 6) Champion Small fry Male Capture
- 7) Champion Junior Female Capture
- 8) Champion Junior Male Capture
- 9) Champion Lady Capture
- 10) Champion Male Capture
- 11) Champion Boat Capture
- 12) Champion Small fry Female Tag & Release
- 13) Champion Small fry Male Tag & Release
- 14) Champion Junior Female Tag & Release
- 15) Champion Junior Male Tag & Release
- 16) Champion Lady Tag & Release
- 17) Champion Male Tag & Release
- 18) Champion Boat Tag & Release

OUT OF PORT TROPHIES

CCGSFC Incorporated Constitution



- 19) Highest Point Scoring Angler Capture
- 20) Highest Point Scoring Angler Tag & Release
- 20) Highest Point Scoring Boat Capture
- 20) Highest Point Scoring Boat Tag & Release

## 18 DISPUTES OR OBJECTIONS

- 18.1 Any member can lodge a notice of dispute or an objection to a claim or submission of a catch for any CCGSFC competition category. Such a notice or objection must be made in writing and lodged with the President of the CCGSFC by mail or emailed to [chgfc.info@gmail.com](mailto:chgfc.info@gmail.com) within 7 days of the catch being submitted to the CCGSFC.
- 18.2 The notice of dispute or the objection must stipulate all the grounds upon which the dispute or objection is lodged and must be signed by a financial member of CCGSFC in good standing.
- 18.3 Once an objection or dispute is lodged with the President of the CCGSFC, the CCGSFC Secretary shall acknowledge receipt to the parties submitting the notice of dispute or objection.
- 18.4 Disputes or objections shall be considered by the CCGSFC Executive within 21 days of having sent out an acknowledgement of receipt for the dispute or objection and shall deliver its findings no later than 30 days after the acknowledgement of receipt of the dispute or objection.
- 18.5 The CCGSFC Executive shall have the authority to call on any information or witnesses to make a determination and the decision of the CCGSFC Executive Committee shall be final and binding.
- 18.6 The parties involved in the dispute and or the subject of an objection shall keep all matters relating to the dispute or objection confidential at all times.

## 19 DISCIPLINE

- 19.1 Should any Member commit any wilful breach of the Constitution, Rules, Regulations or By Laws of the CCGSFC, or be guilty of improper, dishonest, unsportsmanlike or unseemly conduct which is prejudicial to the interests of the CCGSFC, whether within the bounds of CCGSFC or outside then the CCGSFC Executive Committee shall have the power to;
  - 19.1.1 To reprimand such Member; or
  - 19.1.2 To Expel such Member; or
  - 19.1.3 To deprive such Member of all or any rights and advantages of their membership during such time or period as such Committee in its absolute discretion may deem fit and advisable; or

- 19.1.4 To call upon such Member in writing through the Secretary to resign and if he or she fails to resign within seven (7) days of the date of such request to expel such Member.
- 19.2 Notwithstanding anything herein before contained, no Member shall be expelled unless and until the CCGSFC Executive Committee shall have given them an opportunity to appear before it at such time and place as it in its discretion may deem fit, to explain his or her conduct. At any such hearing the CCGSFC Executive Committee shall determine the procedure to be adopted, and shall have the power to summon any Member and any such Member shall have the power to cross examine any such witness, and shall have the power to tender the evidence of any Member or any other person he or she may deem fit and in addition the following shall apply:
- 19.3 For the purpose of considering the expulsion of a Member, a quorum of two thirds of the CCGSFC Executive Committee shall be present. All the votes of those present at such meeting must be in favour of the decision.
- 19.4 It shall not be incumbent upon the CCGSFC Executive Committee to state its reasons for such expulsion, and no Member shall have cause for action for alleged wrongful expulsion.
- 19.5 It shall be obligatory on the CCGSFC to notify any other Game Fish Clubs of any membership which CCGSFC have been compelled to terminate or of the resignation of a Member as a result of any disciplinary actions against such a member.
- 19.6 Any Member expelled as a result of a decision of the CCGSFC shall be entitled to appeal against such decision to the CCGSFC Executive Committee.
- 19.6.1 The appeal by the expelled Member shall be lodged in writing with the Secretary within 14 days of the decision and shall state such expelled Member's grounds of appeal.
- 19.6.2 Such appeal shall be adjudicated upon by the CCGSFC Executive Committee, who shall not be obligated to hear additional evidence but who shall receive argument from such expelled Member who shall be entitled to a right of reply.
- 19.6.3 Having heard such argument the CCGSFC Executive Committee may allow or disallow such appeal on a majority vote. Pending the outcome of the appeal, such expelled Member's membership shall be suspended and all his or her rights and obligations shall be suspended until the decision of the CCGSFC Executive Committee shall be made known.
- 19.7 The decision of the CCGSFC Executive Committee shall be final and binding.

## **20 INTERPRETATION OF THE CONSTITUTION AND RULES**

In Case of doubt as to of the meaning of any of the rules of the CCGSFC the interpretation of the CCGSFC Executive Committee shall be binding upon all Members.

## **21 WINDING UP**

- 21.1 CCGSFC may be wound-up and the property or assets disposed of by a resolution passed at a meeting of the CCGSFC specially called for that purpose, by a three fourths majority of those Members present and eligible to vote.
- 21.2 The net proceeds of such winding-up shall be awarded to a charity to be nominated by a majority of the Members provided that nothing herein contained shall prevent the CCGSFC Treasurer from distributing such funds.
- 21.3 No such resolution to wind-up shall be passed unless notice of the proposal has been given to all CCGSFC Members for a minimum period of three (3) calendar months prior to the date of the meeting.

## **22 RULES, REGULATIONS AND BY LAWS**

- 22.1 The CCGSFC Executive committee shall be entitled to issue and amend Rules, governing the method of conducting the CCGSFC affairs from time to time and Regulations and By Laws governing the affairs of CCGSFC, in terms not inconsistent with this Constitution.
- 22.2 CCGSFC shall be entitled to issue and amend Regulations and By Laws governing the affairs of the CCGSFC in terms not inconsistent with this Constitution.
- 22.3 The CCGSFC membership may propose changes to the CCGSFC By-Laws and shall be made in accordance with section 11 of the constitution. No alterations shall be made unless it receives the approval of not less than two-thirds of those present and eligible to vote.
- 22.4 ~~A copy of the CCGSFC Constitution and By Laws will be available for download on the CCGSFC website. The CCGSFC Executive shall make available a copy of the CCGSFC Constitution and By Laws on request from any financial Member of the CCGSFC.~~

## **23 CASUS OMISSUS**

In the event that any of the provisions of this Constitution;

- a. conflicts with the Associations Incorporations Act 2009; or
- b. does not provide for the proper and effective management of the CCGSFC,

then the Executive Committee shall refer to the model Constitution provided for under the Associations Incorporations Act 2009 (NSW).

## **24 DATE OF COMING INTO FORCE**

This Constitution shall come into force on the date of approval by The Department of Fair Trading of the amalgamation of Coffs harbour Game fishing Club and the Solitary Islands Game fishing Club. July 2018.

**MASTER COPY AND VERSION CONTROL**

<b><u>Holder of Master Copy</u></b>		
Public Officer	<a href="mailto:langrgh@bigpond.com">langrgh@bigpond.com</a> <a href="mailto:james.mcginity311@gmail.com">james.mcginity311@gmail.com</a>	
<b><u>Version History</u></b>	<b><u>Effective Date</u></b>	<b><u>Summary of key</u></b>
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Version 1	July 2018	First Acceptance
<a href="#"><u>Version 1.3</u></a>	<a href="#"><u>June 2023</u></a>	<a href="#"><u>Updated</u></a>