# MID NORTH COAST RACING PIGEON COMBINE INC.

"TRANSPORTING RACING PIGEONS
THROUGH THE 21ST CENTURY"

CONSTITUTION
TRANSPORT & LIBERATION
GUIDELINES



## MID NORTH COAST RACING PIGEON COMBINE INCORPORATED CONSTITUTION

#### **TABLE OF CONTENTS**

1. OBJECTIVESpage 2
2. AFFILIATIONSpage 2
3. OFFICE BEARERSpage 2
4. CASUAL VACANCES page 4
5. REMOVAL OF A COMMITTEE MEMBERpage 4
6. GENERAL MANAGEMENTpage 5
7. FINANCIAL MANAGEMENT page 5
8. MEETINGS page 6
9. MEETING PROCEEDURE page 7
10. MEMBERSHIP page 8
11. CODE OF CONDUCT page 11
12. BY LAWSpage 12
13. AMENDMENTS TO THE CONSTITUTIONpage 12
14. COMBINE BOUNDARIES page 12
15. COMBINE IMUNITY page 13
16. TRANSPORT page 13
17. DIRECTIONAL VOTEpage 14
18. RACE PROGRAM page 14
19. DISPUTES
20. WINDING UPpage 15

## MID NORTH COAST RACING PIGEON COMBINE INCORPORATED CONSTITUTION

#### 1. OBJECTIVES:

1.1 The principal objectives of the Mid North Coast Racing Pigeon Combine Incorporated are to -

Establish, maintain and operate a system of Transport and Liberation services in accordance with Best Practice Welfare Standards, the Race Program and agreed pick up points for Racing Pigeons, owned by Members and Clubs affiliated with the Combine.

Establish and maintain all required Insurances to protect all Combine owned Assets and Public Liability risks for all affiliated Members/Clubs.

Establish and maintain all Combine Monies, Records, Audits and Reporting Duties as required by this Constitution, Fair Trading and other relevant Government Agencies.

Establish, Chair, Record and distribute Minutes of Combine Meetings to all affiliated Members/Clubs.

Maintain and update the Mid North Coast Racing Pigeon Race Net website.

#### 2. AFFILIATIONS:

2.1 The Combine may enter into any arrangements for reciprocal affiliation with any Club Association, Federation, or Combine with like aims and objectives and for the benefits of the Members.

#### 3. OFFICE BEARERS:

- 3.1 At the Annual General Meeting the Members of the Combine shall elect the Office Bearers for the ensuing year, those Office Bearers being -
- a) President.
- b) Vice President.
- c) Secretary/ Public Officer.
- d) Treasurer.
- e) Combine Executive.
- f) Liberation Committee & Liberation Committee Coordinator.

#### 3.2 Duties of Office Bearers.

#### a) President.

The President shall be the Chairperson at all Meetings and shall be an ex-officio Member of any Committee formed by the Combine. The President shall conduct all Meetings in accordance with Constitution, shall have the casting Vote at all Meetings Chaired, ensure all Office Bearers carry out their Duties in accordance with the Constitution and generally oversee the management of the Combine.

#### b) Vice President.

The Vice President shall, in the absence of the President, possess all powers of the President and act as Chairperson of the Combine.

#### c) Secretary/Public Officer.

The Secretary shall attend to all business of the Combine, maintain Meeting Minutes of all Combine Meetings, attend to all correspondence, keep a record of all Members, pay to the Treasurer all monies, receive and keep a record of all in attendance at Meetings.

The Secretary/Public Officer shall be responsible for the conduct of the Combine Business with the relevant Government Agencies, Corporate Affairs and the like, in regard to Submission of all Financial and other Statements required by the Combine. The Secretary may also Delegate this Role, (in full/part) to another Member of the Combine.

#### d) Treasurer.

The Treasurer shall comply with all Government Requirements and this Constitution in receiving all monies from the Members, Secretaries, providing Official Receipts and the Depositing of all Monies with the Combine's Bank. The Treasurer shall maintain all Books of Account including Cheque Books, Receipt Books and Bank Accounts as properly incurred by the Combine. The Treasurer shall also prepare a Financial Statement for Audit and Presentation at the Annual General Meeting.

#### e) Combine Executive.

The Combine Executive shall have the Vested Authority Bestowed by the affiliated Members and shall be responsible for the General Management of the Combine. The Committee shall comprise of the President, Vice President, Secretary, Treasurer and the Liberation Committee Coordinator. The Management Committee shall be equally divided, where possible, between all Clubs within the Combine.

The Combine Executive shall have the power to make interim decisions on behalf of the Combine, all such decisions are to be ratified by all Members prior to the next Meeting before they are deemed Approved.

The Combine Executive May Appoint a Sub Committee to deal with any matter of the Combine's activities as it considers appropriate. Any Sub Committee shall be responsible to the Combine Committee.

f) Liberation Committee/ Liberation Committee Co ordinator.

The Liberation Committee shall consist of Members equally divided, where possible, between all Clubs within the Combine. The Liberation Committee shall include One, (1) Member who shall act as the Liberation Committee Co ordinator. The Liberation Committee shall act in accordance with the Transport and Liberation Guidelines, be responsible for the investigation and interpretation of forecast weather for the upcoming Race and the forwarding of such advice, opinion and liaison with the Liberation Committee Coordinator. The Liberation Committee Co ordinator shall be responsible overseeing the Liberation Committee and shall forward advise/direction to the Transport Liberator of permission to Liberate or otherwise. The Liberation Committee Co ordinator shall provide advice/directions to the Truck Driver/Liberator and shall answer to the Combine Secretary. The Liberation Committee Co ordinator shall also be responsible to arrange the upload of the Liberation conditions into the Mid North Coast Racing Pigeon Race Net Combine web page within 15 (fifteen) minutes of Liberation.

#### 4. CASUAL VACANCES:

- 4.1 A Casual Vacancy in the Office of a Member of a Committee occurs if the Member -
- a) Dies.
- b) Becomes an insolvent under Administration within the meaning of the Companies Code, (NSW).
- c) Resigns Office by Notice in writing given to the Secretary.
- d) Is removed from Office.
- e) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- f) Is absent without the consent of the Committee for three subsequent Meetings.
- 4.2 The majority Vote of a Committee Meeting shall appoint Members to fill any casual vacancies of any office, and the person shall hold that Office until that person resigns, retires or until the next Annual General Meeting.

#### 5. REMOVAL OF A COMMITTEE MEMBER:

5.1 The Combine in a Committee Meeting may by resolution remove any Member of the Committee from the Office of the Member before the expiration of the Member's Term of Office

and may by resolution appoint another person to hold the Office until the expiration of term of Office of the Member so removed.

5.2 A Member of the Committee to whom a proposed resolution referred to in Clause 5.1 relates, makes representations in writing to the Secretary or President and requests that the representations be Notified to the Members of the Combine, then the Secretary or the President may send a Copy of the representations to each Member of the Combine or, if they are not sent, the Member is entitled to require that the representations be read out at the Meeting at which the resolution is considered.

#### 6. GENERAL MANAGEMENT:

The General Management of the Combine shall be a Responsibility of the Combine Committee as Noted in Clause 3.2 (e).

#### 7. FINANCIAL MANAGEMENT:

- 7.1 The Financial Year of the Combine shall end on the 31st October in each year.
- 7.2 The income and property of the Combine shall be applied solely towards the promotion of the Combine's objectives and no portion thereof shall be paid or transferred directly or indirectly to the Members of the Combine, except where such Member is or becomes an employee of the Combine.
- 7.3 All expenditure in excess of \$100.00 shall be Approved in advance by the Committee.
- 7.4 All financial transactions including Electronic Transfers and Cheques issued by the Combine shall be signed by any two, (2) of the Nominated Members of the Combine Committee. There must not be two, (2) Members of any one Club within the Combine sign, (if possible).
- 7.5 The Treasurer shall keep all books of account as may be determined by the Committee. These books shall be subject to annual Audit.
- 7.6 The Combine shall appoint an independent Auditor who shall Audit the Combine's books of account annually, a Report thereon shall be presented by the Treasurer to the Annual General Meeting.
- 7.7 Any Sub Committee or Subsidiary group shall keep such books of Account as may be specified by the Treasurer and shall at any time upon request present those books to the Treasurer of Audit.
- 7.8 Any Member or person having an interest in the Combine funds, may inspect all books and list of Members. This will be granted at a reasonable hour, after due Notice of intention has been given by such Member or person.

#### 8. MEETINGS:

#### 8.1 General Meetings.

A General Meeting of the Combine may be called by the Secretary of the Combine on occasions during the year that is deemed necessary, in addition to the Annual General Meeting, or on request of the President of the Committee.

All Meetings are to be held face to face at a convenient location, and/or via social media e.g., Phone and Skype.

#### 8.2 Special General Meetings.

A Special General Meeting may be called at any time by the Secretary or upon requisition in writing signed by not less than four, (4) delegates representing to least two, (2) Clubs and at such meeting the matters discussed shall be only those specified in the requisition. In the event of a Special Meeting being requisitioned the Secretary shall Notify all Members of such Meeting at least 14 days before the date upon which such a Meeting is called.

#### 8.3 Committee/Delegates Meetings.

Meetings shall be held approximately monthly, or, upon the Authority of the President, any three, (3) Committee Members or full Committee in meeting.

The Combine Committee shall have the power to make interim decisions on behalf of the Combine, and all such decisions are to be ratified by all Members prior to the next Meeting before they are deemed Approved.

#### 8.4 Annual General Meetings.

The Annual General Meeting of the Combine shall be held each year, approximately one, (1) month after the end of the Combine's Financial Year.

At the Annual General Meeting the Secretary shall ensure all Annual Reports of the Combine's activities and accounts for the preceding year are presented.

All Members attending this Meeting shall be asked to accept all Resolutions passed for the preceding year's Meetings.

At the Annual General Meeting all Office Bearers shall retire. An independent Chairperson shall be appointed and the Meeting shall then elect Members to fill those Offices for the ensuring year. Nomination for Office Bearers may be in writing or nominated at the Meeting.

Only Financial Members of the Combine shall be entitled to Vote at the Annual General Meeting and each Member shall be entitled to take one, (1) Vote only.

#### 9. MEETING PROCEEDURE:

- 9.1 Minutes of the proceedings of Meetings shall be kept by Secretary and shall be open for inspection by any Combine Member.
- 9.2 The President or in his/her absence, the Vice President, shall act as Chairperson at all Meetings of the Combine. In the absence of both those Officers, the Meeting shall elect a Member to act as a Chairperson.
- 9.3 The Chairperson can have a deliberate Vote and a second or casting Vote if required.
- 9.4 Each Club/Society affiliated with the Combine can Nominate two, (2) Delegates to attend such Meetings of the Combine. Delegates can also be Office Bearers.

Prior to each Meeting of the Combine, each Club shall be circulated with the Minutes of the immediate proceeding Meeting, such Minutes are to contain all Resolutions, Votes required to be put before the next Combine Meeting.

Each Club shall discuss the proposed Resolutions/s as Voted by the Committee to be a genuine matter of the Combine and shall conduct a ballot thereon. The Club shall then hold the individual Member/s written Vote, to be presented upon request, and convey the results of the Voting to the next Meeting, noting the number of Votes supporting and opposing the Motion.

All Resolutions shall be determined by calculating the total Votes supporting, and the total Votes opposing the Motion.

Clubs shall be entitled to move amendments to Resolutions, provided such proposed amendments are Certified in writing by the proposing Club's and lodged with the Secretary before the next Meeting. The Chairperson shall then have the power to determine whether the amended Resolution should be placed before the Meeting or whether it should be returned to the Club/s for further discussion. Only those Members who have paid full Flying Fees are entitled to Vote on Race matters.

- 9.5 Quorum Representation from four, (4) different Clubs irrespective of the number of Delegates attending shall form a Quorum at any convened Meeting of the Combine. If a Quorum is not present within half an hour of the scheduled starting time, the Meeting shall stand adjourned until the date of a new Meeting as determined by the Committee.
- 9.6 The Secretary shall ensure twenty-one, (21) days' Notice is given to all Member Clubs of any Meetings, including Special General Meetings, and Annual General Meetings.

#### **CONSTITUTION**

Such Notice shall include any unusual Motion to be submitted to the Meeting. Notices shall be served in the manner prescribed herein.

- 9.7 All Notices that are required to be given, may be communicated to Members by prepaid post and electronically, to the address to the Member shown in the Combine's records or by publication in any magazine or newsletter of the Combine or, by display on a Noticeboard on Club premises.
- 9.8 Any Resolution passed at a Meeting of the Combine shall be binding on all Clubs whether they are present at such a Meeting or not and irrespective of the Club's Vote, Decisions of Committee Meetings, however, shall not be binding unless Approved by a majority of Members. A Resolution passed at a Meeting of the Combine shall not be rescinded at the same Meeting. To rescind such a Resolution, a Notice of Motion must be given in writing which shall be submitted to a subsequent Meeting. Any business of which the Notice of Motion has been given, shall take precedence over all other business and shall be inserted in the Notice calling the Meeting.
- 9.9 No intoxicating liquor or substance shall be allowed at Combine Meetings without the permission of the Committee.

#### 10. MEMBERSHIP:

- 10.1 There shall be two, (2) types of Membership, Affiliated Individual Membership and Affiliated Club Membership.
- 10.1.1 Affiliated Club Membership.

Membership of the Combine shall be open to Clubs and Societies having Members residing and flying to positions within the Combine boundaries. Each Club shall be entitled to become a Member of the Combine if invited to join, following a ballot of all Members of other Clubs/Societies of the Combine.

All affiliated Clubs shall pay and annual affiliation Fee to be determined by the Combine at a General Meeting, such Fee shall be payable at the Annual General Meeting or on admission of the Club/Society to the Combine.

Any Club who leaves the Combine through no fault of the Combine, the following will apply.

- a) Club Members in that year will forfeit the affiliation Fee and will have to pay the Fee again upon rejoining the Combine.
- b) The Club on rejoining will have to pay a joining Fee to be determined by the Combine Committee.
- c) Any individual of the said Club who oppose leaving the Combine, can register in writing his/her opposition with the Combine. This will ensure the Member will not have to pay the affiliation Fee again upon the said Club rejoining the Combine.

#### 10.1.2 Individual Membership.

Individual Memberships of the Combine shall be open to bona-fide Financial Members of affiliated Clubs who reside within the boundaries of those Clubs and be Financial in accordance with the below Rules:

- a) Flying Members paying full subscription and Race Fees may have a Vote on all matters affecting the wellbeing of the Combine.
- b) Life Members shall have all the rights and privileges of Membership, including power to Vote without Subscriptions or Levies.
- c) Junior Members shall be under the age of eighteen, (18) years old. Those turning eighteen, (18) years of age on or after the 1st December each year will be classed as Seniors unless special circumstances apply as accepted by the Committee. Request in writing for special circumstances will be considered on an individual basis. Junior Members shall Race under the same Rules and Conditions as the Senior Flyers, shall pay an agreed Membership/Trophy Fee as set by the Combine however, with no Transport or Liberation Fees. Juniors will not be eligible to compete in Senior events.
- d) Social Members are Nonflying Members and may only Vote on social matters. Should a Social Member wish to Vote on any Flying matters, full Flying Fees shall be paid prior to the Vote.
- e) Invitation Members shall be Deemed a Special Entry to the Combine and may be available to persons inside and outside of the Combine Boundaries who may or may not have Club/Society Membership. Persons can be invited to utilize the Combine within the set of Conditions as Reviewed on Annual basis and as Deemed by the Combine Committee. The Conditions may include Transport, Pick Up Points, Liberations and any other relevant items. Should an Invitation Member wish to Vote on any Flying matters, or use any Combine Facilities then, full Flying Fees shall be paid prior to Voting.

#### 10.1.3 New Members.

- a) Should any Person or Club wish to join the Combine then they shall apply to the Secretary in writing giving full particulars of the applying person's name, address, previous Club Membership including contact details for that entity's Contact Person.
- b) All new Flying Members of affiliated Clubs may be called upon to pay an affiliation Fee which shall be set by the Combine Committee annually.
- c) Acceptance by all Members on joining the Combine, shall be taken to have agreed to be bound by the Combine Constitution for the time being in force, as altered and adopted from time to time.

#### 10.2 Clearances.

Combine Affiliated Clubs shall give and/or obtain Clearance of intending Members or Members transferring from or to any other Club. Application for Clearance will be made in writing and only Approved at a General Meeting of the Club and or Combine. No one, (1) Club or Combine Official may grant Clearance without the Meeting's Approval which shall be given in writing and Noted on the Meeting Minutes. No Member in arrears or disbarred shall be granted a Clearance from their Club/Society and or the Combine until all debts are finalized.

#### 10.3 Annual Subscriptions.

All Members shall pay to the Combine an Annual Membership Subscription which shall be set by the Committee and ratified at the AGM. This Annual Subscription shall be due with the Combine Secretary by within a month of the AGM each year, and shall be collected and paid in by the Clubs. This shall entitle Member/s to all his/her rights and privileges set forth with the Combine.

Any individual Member may be refused Membership in accordance with Clause 11 Code of Conduct.

#### 10.4 Transport and Liberation Fees.

All Flying Individuals and Clubs shall pay to the Combine a Fee, including a deposit, which shall be fixed at a Meeting, for the Transport and Liberation of the Birds. The Clubs to which the Members belong shall ensure the same is paid in full.

Prior to the end of February, the Combine Secretary shall request Members who wish transport race birds for the upcoming race season to pay a deposit to enable the Combine Secretary to determine transport costs and Member Fees. Once paid, unless there are extenuating circumstances, the deposit will be nonrefundable. Should the Member resume racing at some time in the future, then the deposit can be redeemed.

#### 10.5 Life Membership.

The Combine may elect to Life Membership, any person who has rendered outstanding service to the Combine, and/or the sport of Pigeon Racing in the past. Such election is to be made following the submission of a Notice of Motion by an affiliated Club and presented to the Committee for discussion at a Meeting. At the AGM or a Special Meeting called for that purpose, a 75% Vote of all Members is required before the person so Nominated shall be granted Life Membership.

- 10.6 Resignations, Suspensions and Terminations.
- a) Any Individual Member or Club may Resign by giving Notice. Resignation shall take effect immediately upon Receipt by the Secretary of such Notice.

- b) Any Individual Member or Club becoming Un-Financial, Withdrawing from or being Suspended or Terminated from the Combine, shall cease to have an interest in or a Claim against the Assets of the Combine but shall be Liable for any outstanding Payments due to the Combine as at the date of being Un Financial, Withdrawing or, Expulsion.
- c) Any individual Members may have their Membership Suspended or Terminated in accordance with Clause 11 Code of Conduct.
- 10.7 Rejoining.
- 10.7.1 Should a previous Member and or Club desire to rejoin the Combine and still owes monies, then these monies shall be paid at the time of rejoining before being allowed the rights and privileges of Membership. All Un Financial or previous Members applying to rejoin the Combine shall also pay the set affiliation Fee before being reinstated.
- 10.7.2 The Combine shall have the power to call on affiliated Clubs to levy their Members, within reason, to cover any loss which the Combine may incur at any time.

#### 11. CODE OF CONDUCT:

All Members affiliated with the Combine have a right to a healthy and safe environment whilst involved in Combine and affiliated Club activities. Should any Member feel that this is not the case then a Grievance maybe lodged in writing to the Combine Secretary who shall forward to the Combine Executive within forty-eight, (48) hours. Any Grievance shall be managed by the Combine Executive in accordance with Clause 11.1 of this Constitution.

11.1 Any Member that is affiliated with the Combine that has committed an Infringement may be cited and be provided with not less than twenty-one, (21) days written Notice to appear before the Combine Committee at a Special Meeting. This Meeting shall be convened to enable the Member to Show Cause why his/her Membership should not be Suspended or Terminated.

An Infringement may include but not be limited to the below -

- a) Not adhering to the Best Welfare Practice for the Keeping of Racing Pigeons.
- b) Unacceptable behavior including participating in rumors, intimidation and/or committing an act of violence toward any Combine Official and or Member/s, Club/s affiliated with the Combine.
- c) Breaching any provision of the Constitution including a decision of the Combine Committee.
- c) Committing an act of fraud connected with the Sport of Pigeon Racing.
- c) Bringing the Combine into disrepute.

During the course of the Meeting, consideration shall be given to all the facts available from all Parties, including any Written Reports and thereafter a decision, to be passed by two thirds, (2/3) majority of the Committee.

In Reviewing the Matter, the Committee shall adhere to all of the Facts and Tenets of Natural Justice.

The Decision Tabled at the Meeting on that day shall be Binding and Final.

#### **12. BY LAWS:**

12.1 The Committee shall have the Authority to make and promulgate By Laws to ensure the satisfactory Management of the Combine. Notice of Amendment shall be communicated to the Combine Members at least twenty-one, (21) days prior to the Meeting.

#### 13. AMENDMENTS TO THE CONSTITUTION:

- 13.1 All Amendments to the Rules contained within this Constitution shall be made at the Annual General Meeting or a Special General Meeting called for the sole purpose of Amending these, Rules.
- 13.2 Amendments to the Rules shall first be considered and Approved by the Committee. Upon Approval, the Secretary shall circulate the proposed Amendments to the Members not less than twenty-one, (21) days before the date of the Meeting.
- 13.3 Amendments to the Rules shall be passed by a simple majority Vote of all the Members of the Combine present at the Meeting.

#### 14. COMBINE BOUNDARIES:

14.1 The Boundaries of the Combine shall range from Coffs Harbour in the North to Foster in the South.

Should a new Flying Member join a Club that is affiliated with the Combine, and that Member resides outside of the existing abovementioned boundaries, then the Club may apply to the Combine Secretary to extend the boundaries to accommodate the new Member.

The Combine Secretary shall include this item request for a Member Vote at a General Meeting, a Special General Meeting or, an Annual General Meeting.

The majority of Votes shall determine the proposed boundary extension or otherwise, and once determined shall be binding and final.

#### **15. COMBINE IMUNITY:**

15.1 The Combine Committee shall procure and maintain all Insurance Policies to cover the Combine's Assets and Activities including affiliated Clubs, and Members for personal Liability.

Insurance Policies include but are not limited to the below -

- a) Worker's Compensation Insurance.
- b) Public Liability Insurance.
- c) Comprehensive Insurance for the Truck and Trailer.
- d) Green slip Insurance for Truck.
- e) Bird Keeper's Insurance.
- f) Other required Insurances.
- 15.2 The Combine shall not be held responsible for the loss and/or damage of any Individual/s, or Club/s property.

#### **16. TRANSPORT:**

- 16.1 The Combine shall be responsible for the Management of all activities for the Truck, Trailer, Baskets and any other Assets owned/hired by the Combine. This includes but is not limited to -
- a) Facilitate the Pickup, Transport, ensure Best Practice Race Bird Welfare Management, return of Baskets and Reported birds, where possible, all whilst adhering to the Race Program and Pickup points as agreed with the Members, or Clubs.
- b) Storage of Assets.
- c) Maintenance and Repairs of Assets.
- d) Combine Truck/Trailer Roadside Assistance.
- e) Registration and Insurance/s of Assets.
- f) Any other required item.
- 16.2 The Combine shall be responsible for the Procurement of a Driver. This includes the Management of the Driver and Liberation activities all whilst adhering to Best Practice for the Race Bird Welfare Management, Race Program and Pickup points as agreed with the Affiliated Members and Clubs.

#### **17. DIRECTIONAL VOTE:**

17.1 Each year and prior to the 15th July, a Vote will be held to establish the Direction of Racing for the next upcoming year.

Members who are currently financial and affiliated with the Combine shall be eligible to participate in the Vote.

Prior to the abovementioned due date, the Combine Secretary shall forward a request to all eligible Members to provide their Vote. The preceding request shall include any known advice on other Racing organization's which may have potential for any bird clashes.

Prior to the 22nd July, the Members shall provide advice of their Vote to their respective Club Secretaries who shall then forward on to the Combine Secretary.

Prior to the 1st August, the Combine Secretary shall collate the Votes and forward the resulting advice to the participating Members.

The majority of Votes shall determine the Race Direction and once determined shall be binding and final for that year.

Once two, (2) consecutive seasons have been flown in one, (1) direction, then that direction will not be eligible for Voting in the next upcoming Racing Season.

#### **18. RACE PROGRAM**:

18.1 Each year during the period between the 1st August and prior to the Annual General Meeting, Race Programs may be submitted by each affiliated Club, via the respective Club Secretary to the Combine Secretary.

Twenty-one, (21) days prior to the Annual General Meeting the Combine Secretary shall forward all received Race Programs to the Members for consideration. In the case that any Race Programs are not received, then the Combine Executive shall provide the Race Program.

During the first General Combine Meeting held after the Annual General Meeting, the received Race Programs will be discussed, adjusted if necessary and a Vote will be held to adopt the Race Program for the next upcoming year.

The majority of Votes shall determine the Race Program and once determined shall be binding and final for that year.

#### 19. DISPUTES.

19.1 Should a Dispute arise with interpretation of this Constitution, then the Complainant shall the forward the matter in writing to the Combine Secretary. The matter will be then be Reviewed by

#### CONSTITUTION

the full Committee. The Committee shall within seven, (7) working days forward to the Complainant the Decision Tabled at the Meeting on that day and that Decision shall be Binding and Final.

19.2 Any matter appertaining to the good Government or the wellbeing of the Combine not Specified in this Constitution can be dealt with by the Combine Committee at any time and whose Decision shall be Final and Binding.

19.3 Any matter likely to cause dissension within the Combine shall referred back to its Members at a Club level for discussion, then Voted on by all Members prior to being accepted by the Combine.

#### **20. WINDING UP:**

20.1 The Combine may be dissolved and Wound Up at any time by way of Resolution to that effect passed at a Special General Meeting specifically called for this purpose. Notice of the Resolution shall be given to all Members as Specified by these Rules, and if passed by a majority of not less than seventy five percent, (75%) of the Members of the Combine, then the Combine shall be deemed to be dissolved and Wound Up.

20.2 At the aforementioned Meeting, the Members after making provision for the Payment of all debts, shall resolve as to how to distribute the Assets and Funds of the Combine provided that such Assets and Funds shall be distributed only to a Non-Profit Organization having like or similar aims to the Combine, and in no event are any of the Assets or Funds to be distributed to any Member, Club or affiliated with the Combine.

### MID NORTH COAST RACING PIGEON COMBINE INCORPORATED TRANSPORT & LIBERATION GUIDELINES

#### **TABLE OF CONTENTS**

1. OBJECTIVESpage 2
2. FLYING MEMBER'S COMMITMENTpage 2
3. CLUB'S COMMITMENT page 2
4. TRANSPORT DRIVER/LIBERATOR'S COMITTMENT page 2
5. LIBERATION COMITTEE'S COMITTMENT page 3
6. COMBINE SECRETARY'S COMITTMENTpage 3
7. GENERAL LIBERATION RECOMENDATIONS page 3

#### 1. OBJECTIVES:

The principal objectives of these Guidelines are to ensure our racing birds have every opportunity to navigate home successfully by -

- a) Minimizing stress on the racing birds during Transport and Liberation.
- b) Giving the racing birds adequate rest prior to Liberation.
- c) Not Liberating the racing birds in unfavorable weather conditions.

#### 2. FLYING MEMBER'S COMMITMENT:

Each Flying Member shall make the following commitment to the Combine Members and their racing birds by -

a) Ensuring only fit, healthy and well-educated racing birds are sent to the races.

#### 3. CLUB'S COMITTMENT:

Each Club Committee shall make the following commitment to the Combine Members and their racing birds by -

- a) Ensuring that any racing bird that appears unfit for racing in the upcoming race is scratched and not basketed.
- b) Ensuring the baskets are not overcrowded -

Friday Night Basketing: eighteen, (18) cocks, twenty, (20) hens.

Thursday Night Basketing: fifteen, (15) cocks, seventeen, (17) hens.

c) The baskets are loaded on the Transport unit/s as advised by the Combine Secretary.

#### 4. TRANSPORT DRIVER/LIBERATOR'S COMITTMENT:

The Transport Driver/Liberator shall make the following commitment to the Combine Members and their racing birds by -

- a) Ensuring the Combine Secretary's directions of pickup times at the nominated Clubs are met.
- b) Ensuring the racing birds have ample rest time. For one, (1) night in the basket, by arriving at the Race Point in sufficient time to allow a minimum of one, (1) hour standing time for every one hundred, (100) km travelled by transporting the birds to the race point.

#### TRANSPORT & LIBERATION GUIDELINES

- c) Ensuring the racing birds have ample rest time. For two, (2) nights in the basket, by arriving at the Race Point at no later than 3.00pm on the day prior to Liberation.
- d) Ensuring the Combine Secretary's directions to feed and water the racing birds are met and the Transporter temperature and ventilation systems are utilized.
- f) Ensuring the Liberation site is left clean.

#### **5. LIBERATION COMITTEE'S COMITTMENT:**

Each Committee person shall make the following commitment to the Combine Members and their racing birds by -

- a) Acting in accordance with the Transport and Liberation Guidelines and the Combine Secretary's direction should it be required.
- b) Investigating the forecast weather conditions at the Liberation site and for the full distance of the race covered by the racing birds as diligently as possible to enable maximized returns. This shall be a collaborative effort by the Committee Members in the North, Middle and, South areas of the Combine where possible.
- c) Advise the Liberation Coordinator of weather conditions to enable his/her direction to the Transport/Liberator to Liberate, or otherwise.
- d) Liaise with relevant Racing Organization's to ensure racing bird clashing does not occur.
- e) Should poor race results occur, establish a review and provide advice to the Combine Secretary.

#### 6. COMBINE SECRETARY'S COMITTMENT:

The Combine Secretary shall make the following commitment to the Combine Members and their racing birds by -

a) Ensuring the overall preceding activities flow to provide the best outcome for the racing birds and the Members and should issues occur by intervening and resolving issues as required.

#### 7. GENERAL LIBERATION RECOMENDATIONS:

The conditions that are recommended for the racing birds not to be Liberated are listed below -

- a) While it is Raining.
- b) Totally overcast conditions with low cloud cover and the sun not visible behind the clouds at the race point and no visible shadows on the grounds.

#### TRANSPORT & LIBERATION GUIDELINES

c) Strong headwinds combined with forecasts of rain and/or thunderstorms on the anticipated line of flight.
d) Gale force winds, (winds over fifty-two, (52) km per hour from any direction.
e) Where the UV index is above 7.5.
f) In fog.
g) When unexpected delays have caused the Transport to arrive at the race point late and not allow enough rest time to meet the scheduled Liberation Time.
h) Where the forecast temperature during the day along the line of flight is expected to exceed thirty-five, (35) degrees.