



**THE CONSTITUTION OF**

**YASS AREA NETWORK OF LANDCARE GROUPS  
(YAN)**

**Incorporated in New South Wales number 3276131**

**Date of Effect of this Constitution: 18<sup>th</sup> February 2008**

## CONTENTS

<b>PART I. PRELIMINARY .....</b>	<b>3</b>
NAME.....	3
OBJECTS.....	3
DEFINITIONS.....	4
(A) THE ANNUAL GENERAL MEETING (ONE LIMITED TO THE AGENDA SET OUT IN CLAUSE 70).....	5
(B) A SPECIAL GENERAL MEETING (ONE LIMITED TO THE CONSIDERATION OF A PROPOSED SPECIAL RESOLUTION SEE CLAUSES 72 TO 75, AND 80) .....	5
(C) AN OPEN GENERAL MEETING IS ONE MAINLY CONCERNED WITH THE EXCHANGE OF INFORMATION RATHER THAN THE TRANSACTION OF BUSINESS.....	5
<b>PART II. MEMBERSHIP.....</b>	<b>6</b>
QUALIFICATIONS .....	6
NOMINATION FOR MEMBERSHIP .....	6
REGISTER OF MEMBERS .....	7
FEES AND SUBSCRIPTIONS .....	7
MEMBERS' LIABILITIES .....	7
CESSATION OF MEMBERSHIP.....	7
<b>PART III. DISPUTES AND DISCIPLINE.....</b>	<b>8</b>
RESOLUTION OF INTERNAL DISPUTES .....	8
<i>Disciplining of an offender</i> .....	8
<i>Right of appeal of Disciplined Offender</i> .....	9
<i>A complaint by a Landcare Group, that is member of the Network, against an action or decision of the Committee.</i> .....	9
<b>PART IV. THE COMMITTEE AND MANAGEMENT .....</b>	<b>10</b>
POWERS OF THE COMMITTEE .....	10
<i>Delegation of Functions</i> .....	10
<i>Power to Coopt</i> .....	11
OTHER POWERS .....	11
CONSTITUTION & MEMBERSHIP OF THE COMMITTEE .....	11
<i>Constitution of Committee</i> .....	11
ELECTION OF COMMITTEE MEMBERS .....	12
<b>PART V. FUNCTIONS OF SECRETARY &amp; TREASURER.....</b>	<b>13</b>
THE SECRETARY.....	13
THE TREASURER.....	13
FUNDS SOURCE AND MANAGEMENT.....	14
VACANCIES ON THE COMMITTEE .....	15
<i>Casual Vacancies</i> .....	15
REMOVAL OF A MEMBER FROM THE COMMITTEE .....	15
FILLING OF A CASUAL VACANCY .....	15
<b>PART VI. MEETINGS OF THE COMMITTEE .....</b>	<b>16</b>
VOTING AND DECISIONS AT COMMITTEE MEETINGS. ....	16
<b>PART VII. GENERAL MEETINGS .....</b>	<b>18</b>
ANNUAL GENERAL MEETINGS .....	18

SPECIAL GENERAL MEETINGS .....	19
NOTICES FOR GENERAL MEETINGS.....	19
QUORUMS.....	20
A SPECIAL RESOLUTION .....	20
PROCEDURE.....	20
PRESIDING PERSON.....	20
ADJOURNMENT.....	21
VOTING .....	21
APPOINTMENT OF PROXIES .....	21
<b>PART VIII. MISCELLANEOUS .....</b>	<b>22</b>
INSURANCE.....	22
ALTERATIONS TO THE OBJECTS AND RULES.....	22
COMMON SEAL .....	22
CUSTODY OF THE BOOKS .....	22
SERVICE OF NOTICES .....	22
AFFILIATION.....	23

## **PART I. PRELIMINARY**

### **NAME**

1. The name of the association is The Yass Area Network of Landcare Groups Incorporated” (hereinafter referred to as “the Network”).

### **OBJECTS**

2. The objects of the Network are:

(1). In concert with its constituent membership of Landcare Groups, promote an interest in, knowledge and understanding of, and concern for the degradation of the environment and its reparation and prevention; and the productive management of our natural resources;

(2). Subject to the view of any other parties that may be affected, promote and oversight the establishment of new Landcare Groups where that would enhance the positive effects of the endeavours of the Landcare community within, or proximate to, the Yass River catchment and the Lake George basin area;

(3). In consultation with member Landcare Groups, identify natural resource management issues within the geographical area of the Network’s interest, and develop strategies, plans and/or programs to deal with those issues;

(4). Seek funding, as appropriate, for carrying out those projects and/or those programs referred to in (3) above;

(5). Work with the Murrumbidgee Catchment Management Authority and other government bodies, including Local Government, Rural Lands Protection Boards, and appropriate community bodies, including indigenous bodies, in pursuit of the above;

(6). Seek, gather and disseminate amongst the Network’s constituent membership, natural resource management information pertinent to their responsibilities and interests;

(7). Provide Landcare governance advice and support to our constituent Landcare membership, when sought, to facilitate their viability and vitality; and

(8). Represent, and serve as an advocate for, the interests and concerns of our constituent membership to the Murrumbidgee Catchment Management Authority, various levels of government and the public at large, subject to the views of our member Groups.

## DEFINITIONS

3

**“the “Director General”** means the Director General of the N S W Department of Fair Trading;

**“the Act”** means the Associations Incorporation Act of N S W 1984;

**“the Regulation”** means the Associations Incorporation Regulation 1994;

**“the Committee”** means the Committee of Management of the Network, using the description used in the Model Rules incorporated in The Act;

**“The Public Officer”** means a person:

- (a) who has attained the age of 18 years;
- (b) who is resident in NSW;
- (c) whose duties , functions, and responsibilities are referred to in sections 21A, 22,23,24,25,26,27,29,54,61,63, and 70 of the Act; and
- (d) unless the Committee determines otherwise, the duties shall be assumed by the person who is elected or appointed as the Secretary.

**“The Secretary”** means the person who is elected or appointed to that position pursuant to rules 36 and 70 or, if that position is temporarily or permanently unoccupied, the person who is appointed by the Committee to carry out the function of Public Officer in the interim.

In these rules a reference to a function, a duty or responsibility should be interpreted as including a reference to a power or authority; and a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of that duty.

The provisions of the Interpretation Act of N S W of 1987 apply to, and in respect of, these rules, in the same manner as those provisions would so apply if these rules were an instrument made under that Act.

**Ordinary Committee Member** means a Committee Member who is not an Office Bearer.

**A General Meeting** means any one of the following :

- (a) The **Annual General Meeting** (one limited to the agenda set out in clause 70)
- (b) A **Special General Meeting** (one limited to the consideration of a proposed Special Resolution see clauses 72 to 75, and 80)
- (c) An **Open General Meeting** is one mainly concerned with the exchange of information rather than the transaction of business.

The word “**financial**”, as occurring, is used to denote having paid their dues to either the Network or their home Landcare Group, that is a member of the Network.

## **PART II. MEMBERSHIP**

### **QUALIFICATIONS**

4. Membership is available to only Landcare Groups that:
- (a) are incorporated under the Act;
  - (b) are, or wish to be established, and are located in or proximate to the Yass River Valley or the Lake George areas;
  - (c) Accept the objects of the Network as set out on clause 2 above; and
  - (d) Are approved by the Committee, for membership as provided for in these rules, on payment to the Secretary of the amounts referred to in clause 12 below.
5. Each Landcare Group accepted for membership is entitled to, and is requested to, nominate one financial member to vote on behalf of his/ her home Group at any Network meeting attended.

### **NOMINATION FOR MEMBERSHIP**

6. A Landcare Group seeking membership may apply for membership, or may be nominated for membership by another, financial, member on the form at appendix A. signed by both the Public Officer and the President of both the applicant and the sponsoring Group. The completed form shall be forwarded to the Secretary of the Network at its designated business address.
7. As soon as it is practicable after receiving the application/nomination, the Secretary of this Network shall inform the President of the Network for consideration by the Committee, as to whether it should be accepted.
8. As soon as is practicable after the Committee has considered the application/nomination the Secretary shall inform the applicant/nominee, and the sponsoring Group of the outcome of the application/nomination, in writing of the outcome of the Committee's consideration. The advice should include reference that the decision is dependant upon the receipt by the Secretary, within 30 days, of the payment of the relevant fees.
9. On receipt of the above payments and the issue of a receipt therefore the name of the new member shall be recorded by the Secretary/Public Officer in the Network's register of membership, including in the record the names of the principal office bearers and their business addresses ( preferably including all of post, phone, mobile, facsimile, e-mail, and physical address.). The applicant/nominee is then eligible to participate in the affairs of the Network.

## **REGISTER OF MEMBERS**

10. Under the Act the Public Officer is the office bearer charged with the responsibility of maintaining this register.

11. The register shall be kept at the Network's principal place of administration, and it shall be available for inspection, at any reasonable hour, by any member of the Network, and free of charge (see also clause 94).

## **FEES AND SUBSCRIPTIONS**

12. (1) A Landcare Group that has been informed by the Secretary that the Committee has approved its admission as a member of the Network shall pay to the Secretary an admission fee of \$1, or, if some other amount is set by the Committee, then that other amount; and

(2) In addition to any amount payable under sub-clause (1) above, a Group accepted for membership shall pay to the Network Secretary an annual subscription of \$2 or, if some other amount has been set by the Committee, then that other amount, which shall be due on the 1 July each year.

## **MEMBERS' LIABILITIES**

13. The liability of an incorporated Landcare Group that is a member of the Network to contribute to the payment of the debts and liabilities of the Network or the costs, charges, and expenses of the winding up of the Network, shall be limited to the amount, if any, unpaid by the member in respect of membership of the Network as required under clause 12 above.

## **CESSATION OF MEMBERSHIP**

14. a Landcare Group that is a member of the Network ceases to be a member of the Network if it:

- (a) resigns membership; or
- (b) is expelled from membership (see clauses 21 to 28).

15. If a Group that is a member of the Network wishes to resign as a member, it shall:

- (a) first of all pay any amounts owing to the Network in respect of membership under clause 12; and
- (b) then give to the Secretary of the Network written notice, of at least one month, of its intention to do so.

16. When a member of the Network has satisfied the requirements of clause 15 it ceases to be a member of the Network, and the Secretary shall remove its name from the Register of Members, noting the date and reason for that former member having been removed from the Register.

## **PART III. DISPUTES AND DISCIPLINE**

### **RESOLUTION OF INTERNAL DISPUTES**

17. A complaint may be made to the Committee by any Landcare Group, that is a member of the Network, that another such Group:

- a. has persistently refused or neglected to comply with a provision, or provisions, of these rules, or
- b. has persistently and wilfully acted in a manner otherwise prejudicial to the interests of the Network.

18. On receiving such a complaint, the Committee shall:

- a. cause notice of the complaint to be served on the accused Group;
- b. give that Group at least 14 days from the time the notice is served within which to make a submission to the Committee in connection with the complaint: and
- c. take into consideration any submissions made by the accused in connection with the complaint.

19. If the matter cannot be resolved internally by the Network, to the satisfaction of all parties concerned, the matter shall be referred by the Network Committee to a Community Justice Centre for mediation in accordance with the Community Justice Centres Act of N S W 1983

20. At least 7 days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them, and supply copies to the mediator.

### **Disciplining of an offender**

21. If the dispute continues to be unresolved, the Committee, if it is satisfied that the complaint has been proven, and that avenues for mediation have been exhausted, may, by resolution, expel or suspend the accused Group from the Network.

22. The Committee shall then, within 7 days after the action at clause 21 above is taken, cause written notice to be given to the accused Group of the action it has taken, the reasons for that action having been taken, and of the rights the offending Group has to appeal, if it wishes so to do, pursuant to clause 24 below.

23. The expulsion or suspension shall not take effect:

- (a) until the expiration of the period within which the Group is entitled to appeal against the resolution imposed, or

(b) if, within that period the accused Group exercises the right to appeal, until the Network confirms the resolution made under clause 21, whichever is the later; (see clause 27 below).

### **Right of appeal of Disciplined Offender**

24. A disciplined Group may appeal to the Network, through a Special General Meeting, against a resolution of the Committee under clause 21 above, within 7 days after notice of the Resolution is served on it, by lodging with the Secretary a notice to that effect.

25. The notice at clause 24 above may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

26. On receipt of a notice from the disciplined Group pursuant to clause 24, the Secretary shall promptly notify the Committee of the need to convene a Special General Meeting to be held within 28 days after the date on which the Secretary received the notice from the disciplined member.

27. At a Special General Meeting convened pursuant to clause 26:

- (a) no business other than the question of the appeal is to be transacted;
- (b) the Committee and the member Group shall be given equal opportunity to state their respective cases, orally, in writing, or both; and
- (c) the members present and eligible to vote shall vote by secret ballot on the question of whether the resolution under clause 21 above is confirmed

28. If, at the meeting held pursuant to clauses 26 and 27 the Meeting passes a Special Resolution in favour of the resolution passed by the Committee pursuant to clause 21 above, that resolution passed under clause 21 is confirmed.

### **A complaint by a Landcare Group, that is member of the Network, against an action or decision of the Committee.**

29. Where a dispute arises between a Landcare Group, that is a member of the Network, and the Network management, the matter shall be referred for mediation to a Community Justices Centre in accordance with The Community Justice Centres Act of N S W 1983.

30. If after action as at clause 29 the matter remains unresolved, the Committee shall call a Special General Meeting using an independent chairman and follow the steps as at clause 27 above.

## **PART IV. THE COMMITTEE AND MANAGEMENT**

### **POWERS OF THE COMMITTEE**

31. Subject to the Act, any Regulations made under the Act, and any Special Resolutions passed by the Network at a Special General Meeting, the Committee:

- (1) is to manage and control the affairs of the Network;
- (2) may exercise all such functions as may be exercised by the Network, other than those functions that are required by these rules to be exercised by a general meeting of the Network;
- (3) may invite such persons as it considers appropriate, to participate in its meetings of the Network, on a non-voting basis, as it thinks fit, without prejudice to proper accountability for funds granted to the Network, and subject to there being no conflict of interest in them doing so.
- (4) So as to facilitate the translation of the above objects into effective action the Committee shall develop, and publicise amongst its members, appropriate guidelines which shall have the status of By-laws or Standing Orders.

### **Delegation of Functions**

32. The Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such financial member or members of one or more Groups that are financial, as the Committee considers appropriate) the exercise of such functions of the Committee as are specified in the instrument, other than this power of delegation, or a function which is a duty imposed on the Committee by the Act or any other law, subject to the following:

- (1) A function, the exercise of which has been delegated to a sub-committee under this rule, may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation;
- (2) A delegation made under these provisions may be made subject to such conditions or limitation as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (3) Despite any delegation under these provisions, the Committee may continue to exercise any function delegated; and
- (4) Any act or thing done, or suffered by a sub-committee, acting in the exercise of a delegation under these provisions, has the same force and effect as it would have, had it been done by the Committee.

## **Power to Coopt**

33. So that the Committee may have the flexibility to satisfy a temporary need for special skills, knowledge, or because of work load, it may coopt, from time to time, a financial member of a Landcare Group, that is a financial member of the Network, on a non-voting basis, placing on the record the reason for the action.

## **Other Powers**

34 (1). In consultation with the Murrumbidgee Catchment Management Authority, the Committee shall plan and oversight the work program of the person employed on community support duties.

(2). The Committee has power to perform such other acts, or to do all other such things, as appear to the Committee to be necessary or desirable, for the proper management of the affairs of the Network.

## **CONSTITUTION & MEMBERSHIP OF THE COMMITTEE**

### **Constitution of Committee**

35. The Committee shall consist of:

- (a) The Office Bearers of the Network;
- (b) Three elected Ordinary Committee Members; and
- (c) One coopted voting representative from each of the Landcare Groups that are members of the Network, but are not otherwise represented on the Committee.

36. The Office Bearers shall be:

- (a) The President;
- (b) Two Vice Presidents;
- (c) The Secretary;
- (d) The Treasurer; and
- (e) The Assistant to the Secretary and the Treasurer (to be filled at the discretion of the Committee).

37. These Office Bearers meeting together from time to time to plan and organise the work of the Committee shall be called The Executive Sub- Committee.

38. Subject to these rules, each person on the Committee of Management shall hold office as such until the conclusion of the Annual General Meeting following the date of that person's election, and each of those persons is eligible for nomination for re-election to the Committee.

39. In the event of a casual vacancy occurring on the Committee, the Committee shall first seek the nomination of a financial replacement from the Landcare Group from which his predecessor came. The replacement shall hold office until the close of business on the date of the next occurring Annual General Meeting, but shall be eligible to be nominated for election to the Committee.

## **ELECTION OF COMMITTEE MEMBERS**

40. Nominations of candidates for election as Office Bearers and Ordinary Committee Members of the Committee shall be called for by the Secretary at the time of the notification of the holding of the Annual General Meeting. These nominations:

- (a) shall be made in the format at Appendix A, signed by two financial members of Landcare Groups that are financial members of the Network, and also signed by the nominated candidate to signify acceptance of nomination;
- (b) shall be received by the Secretary at least 7 days before the date fixed for the holding of the Annual General Meeting, at which the election is to take place; and
- (c) Before those present and eligible to vote are asked to vote for the filling of each respective position, the chairperson of the meeting shall announce the nominations received and ask whether anyone present, and eligible to vote, wishes to make any further nomination from the floor. If any nomination is made, and the nominee is present and signifies his/her willingness to accept nomination, and is financial and otherwise eligible, voting shall proceed, by ballot, if necessary;

41. If insufficient nominations are received to fill all vacancies on the Committee, the nominations received and voted upon, and any others received from the floor, if required to avoid a vacancy, shall be declared by the chairperson of the meeting as elected;

42. If insufficient further nominations are received to fill the vacancies then remaining, then the nominations that match vacancies still existing shall be declared as elected, and any remaining vacancies shall be treated as casual vacancies and filled by the Committee by endeavouring to coopt suitable candidates.

43. If, on the other hand the nominations made “from the floor” exceed the vacancies in any way, a ballot shall be taken to fill those vacancies.

44. If a ballot is necessary to ensure that all Committee positions are filled, any such ballot shall be conducted at the Annual General Meeting in such usual and proper manner as the then still existing old Committee determines.

45. The second position of Vice-President and the position of Assistant to the Secretary and the Treasurer shall be filled at the discretion of the out-going Committee, having regard for work load, and such other matters as succession planning and geographical convenience for signing of cheques.

## **PART V. FUNCTIONS OF SECRETARY & TREASURER**

### **THE SECRETARY**

46. As soon as is practicable after election, the Secretary shall notify to all the Landcare Groups that are members of the Network, and if performing also the function of Public Officer, the Department of Fair Trading also, the addresses (postal, facsimile, E-mail, telephone, and mobile phone) that should be used for communication.

47. It is the duty of the Secretary to keep minutes of:

- (a) all appointments by election or otherwise of Office Bearers, members of the Committee and sub-committees, and as delegates or otherwise outside the Network, and their communication details;
- (b) the names of Office Bearers and other Committee members attending Committee and general meetings;
- (c) the names of others, outside the Committee, attending Committee and general meetings, the capacity in which they are doing so, and their addresses; and
- (d) all the proceedings that take place, decisions that are made, and action that is to take place as a result of decisions made, and responsibility there- for.

48. It is also the duty of the Secretary at a practical interval before a meeting is to take place, to circulate to those affected an agenda setting out the business that is to be transacted at that meeting, to which might be appended an appropriate list of action still outstanding, depending on the type of meeting. It can be helpful in expediting proceedings if also attached to the agenda is a draft of the minutes of the last such meeting held.

49. It is also the duty of the Secretary to ensure that, at the next Committee or general meeting held, the minutes of the last preceding such meeting are certified by the chairperson of the meeting as a “complete and accurate” record of the respective previous meeting’s proceedings.

### **THE TREASURER**

50 It is a duty of the Treasurer to ensure that:

- (a) All moneys due to the Network are received and, when appropriate, a receipt is issued;
- (b) All moneys owed by the Network are promptly verified, approved for payment and paid, and, where appropriate, receipts are received there - for;

- (c) All Landcare Groups that are members of the Network are promptly and accurately informed of when their annual subscriptions are due to be paid; this shall be done so as to allow four weeks, or some other reasonable period, before the beginning of the new financial year commences, that is the 1 July;
- (d) With appropriate lead time the Committee is advised of the level of annual rate of subscription that should be levied;
- (e) All receipts and payments are promptly recorded in appropriate books of account, and accounted for at each Committee meeting;
- (f) Appropriate financial statements, as required under section 26 of the Act, are submitted to the Annual General Meeting so that the Public Officer may satisfy the requirements of sections 26(6) and 27 of the Act; and that
- (g) When the Committee considers it advisable, or is called upon to do so, the Treasurer shall ensure that the books and accounts of the Network are audited expeditiously by an auditor approved by the Committee, and the resulting report is submitted promptly to the Committee.

## **FUNDS SOURCE AND MANAGEMENT**

51. (1) The funds of the Network shall be derived from entrance fees, and annual subscriptions of Landcare Groups that become members of the Network,

pursuant to clause 12, Commonwealth and N S W Government sources, and, at the discretion of the Committee, any other legal source whatever.

(2). All moneys received by the Network shall be deposited, as soon as is practicable, and without deduction, to the credit of a cheque bank account in the name of the Network as above, as approved by the Committee.

(3). The Treasurer shall, as soon as is practicable after receiving any money, either directly or through the Secretary, issue an appropriate form of receipt to the payer.

(4). Cheques shall be signed by the Treasurer and one other member of the Committee, as approved by the Committee.

52. The financial year for the Network shall be from 1st July each year to the next succeeding 30 June.

53. The assets and income of, and the funds granted to, the Network and its constituent Landcare Groups shall be applied exclusively to the pursuit of their objectives, and no portion shall be paid or distributed directly, or indirectly, for any other purpose, to an individual person, or persons, except as genuine remuneration for services lawfully rendered, or expenses lawfully incurred

54. In the event of the Network being dissolved, the amount of funds which remain after such dissolution, and satisfaction of all debts and liabilities, shall be paid and

applied by the Network in accordance with its powers to any other association which has similar objects, and which has rules prohibiting the distribution of its assets and income to its members.

## **VACANCIES ON THE COMMITTEE**

### **Casual Vacancies**

55. For the purpose of these rules, a casual vacancy on the Committee occurs if a person who is a member of the Committee;

- (a) Dies; or
- (b) Ceases to be a member of the Committee; or
- (c) Becomes insolvent under administration within the meaning of Corporations law; or
- (d) Resigns office by notice given in writing to the Secretary; or
- (e) Is removed from office pursuant to clause 56 below; or
- (f) Becomes a mentally incapacitated person; or
- (g) Is absent without the consent of the Committee from all meetings of the Committee held during a period of 6 months.

### **Removal of a Member from the Committee**

56. The Network may, in a Special General Meeting, remove any person from the Committee, whether that person is an Office Bearer or an Ordinary Committee Member, before the expiry of that person's term of office, and may, by Special Resolution appoint another person instead, to serve until the elections at the next Annual General Meeting.

57. If the member of the Committee to whom the Special Resolution to remove in clause 56 refers, makes representations in writing to the Secretary or President (not exceeding a reasonable length) and requests that those representations be notified to the members of the Network, or if those representations are not sent reasonably promptly, that person shall be entitled to require that the representations be read out at the meeting at which the Special Resolution is considered.

### **Filling of a Casual Vacancy**

58. When a casual vacancy occurs as in clause 55, the Committee shall call for nominations in the same way as is done for the Annual General Meeting, and shall consider the responses in a meeting of the Committee, following which the successful nomination shall be promptly notified to the full membership of the Network. This shall be done in a manner that ensures that the Group to which the respective member belonged before the vacancy occurred shall continue to retain the same voting rights.

## **PART VI. MEETINGS OF THE COMMITTEE**

59. The Committee shall meet at least 3 times in any period of 12 months at such place and at such times as the Committee shall determine.

60 Additional meetings may be convened by the President, or by the Secretary at the request in writing of at least half of the Landcare Groups that are financial members of the Network.

61. Written or oral notice shall be given of a meeting so as effectively to reach each and every member of the Committee at least 48 hours before a meeting. Where notice is given in writing it should, so far as is practicable, be accompanied by a complete agenda for the meeting and a copy of a draft of the minutes of the immediately previous such meeting, for confirmation.

62 No business other than that listed on the agenda shall be transacted at the meeting without the unanimous agreement of those at the meeting that any such additional business is sufficiently urgent.

63. No business shall be transacted at a meeting unless a quorum is present (see clause 79.) If, however, within half an hour of the time set down for the meeting to start a quorum is still not present, the meeting is to stand adjourned to the same place and the same hour of the same day in the following week.

64. If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to stand dissolved.

65. At a meeting of the Committee:

- (a) The President, or, in the President's absence, a Vice-President shall preside; or
- (b) If both the Vice-Presidents are absent, or unwilling to act, such one of the remaining members of the Committee, as may be chosen by the members present, shall preside.

### **Voting and Decisions at Committee Meetings.**

66. Questions arising at meetings of the Committee, and of sub-committees appointed by the Committee, shall be determined by a simple majority of the votes of the persons on the Committee or the sub-committees, as appropriate, present and eligible to vote, subject to the following:

(1) Each and every Office Bearer and Ordinary Committee Member elected to the Committee, or appointed to a sub-committee shall be entitled to exercise one vote on each and every item, irrespective of any other persons from the same Landcare Group on the Committee, or sub-committee at the time;

(2) Any financial member of a financial Landcare Group, that is a member of the Network, that is not otherwise represented on the Committee, and who is coopted

to the Committee pursuant to Clause 35, shall have one vote , and one vote only on any item;

- (2) When there is an equal number of votes for and against a question, the chairperson shall have an extra, (or casting) vote;
- (3) Provided there is a quorum present (see clause 79 below ), the Committee or sub-committee may act despite any vacancy on the Committee or sub-committee; and
- (4) Any act or thing done, or suffered, or purporting to have been done or suffered, by the Committee, or Sub-committee appointed by the Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee or Sub-committee, as appropriate.

## **PART VII. GENERAL MEETINGS**

### **ANNUAL GENERAL MEETINGS**

67. Once in each financial year, and within the period of six months after the expiration of each financial year, the Network shall hold an Annual General Meeting of its members.

68. Clause 67 has effect subject to any extension or permission granted by the Commissioner under Section 26(3) of the Act.

69. Subject to clauses 67 and 68, the meeting shall be held at such place and at such time as the Committee considers appropriate.

70. In addition to any business that may appropriately be transacted at an Annual General Meeting, the agenda shall include:

- Confirmation of the minutes of the last preceding Annual General Meeting, and of any Special General Meeting held since the last Annual General Meeting;
- Receive from the Committee reports on the activities of the Network during the last preceding financial year;
- Elect Office Bearers and Ordinary Committee Members for the ensuing financial year;
- Coopt to the Committee representatives of Landcare Groups not otherwise represented on the Committee, at the above elections;
- Receive and consider the statement from the Treasurer which is required to be submitted to members pursuant to Section 26(6) of the Act.
- Authorise the Public Officer and one other member of the incoming Committee to forward to the Commissioner the statement required under Section 27 of the Act;
- If there is any change in the holder of the appointment of the Public Officer, to note the need appropriately to inform the Commissioner of the change as required pursuant to Section 25 of the Act; and
- If it is deemed by the retiring Committee, the incoming Committee, or this meeting, to be appropriate or necessary, to appoint a suitably qualified or experienced person to audit the financial affairs of the Network and inform and advise the incoming Committee on the outcome.

71. An Annual General Meeting shall be specified as such in the notice convening the meeting.

## **SPECIAL GENERAL MEETINGS**

72. In particular see the following clauses:

- Amendment to the Constitution clause 90;
- Expulsion from the Network clause 28;
- Expulsion of a member of the Committee clauses 55 and 56.

73. On the requisition, in writing, of 75% or more of the Landcare Groups that are financial members of the Network, the Committee shall convene a Special General Meeting to consider the subject of the requisition. That requisition shall state the purpose or purposes of the requisition and be signed by the President and Public Officer of each of the Groups making the requisition. It may consist of several documents in the same or a similar form and shall be addressed to either the President or the Secretary of the Network.

74. If the Committee fails to convene a Special General Meeting sought pursuant to clause 73 to be held within one month after the date on which the requisition was lodged with the Committee, any one or more of those that made the requisition may convene such a meeting to be held not later than 3 months after that date

75. A Special General Meeting convened by a Group, or Groups, as referred to in clause 70 above shall be convened as nearly as is practicable to the manner in which General Meetings are convened by the Committee, and any Group that consequently incurs expense is entitled to be reimbursed by the Network for any expense so incurred.

## **NOTICES FOR GENERAL MEETINGS**

76. Except where a general meeting requires a Special Resolution to be considered, at least **14 days** before the date fixed for the holding of such a meeting, the Secretary shall cause notice to be sent to each and every Landcare Group, that is a financial member of the Network, by prepaid post or other agreed or acceptable method at the Group's address as is recorded in the Register of Members, specifying the date, place, and time of that meeting, and the general nature of the business to be transacted at the meeting

77. If the nature of the business proposed to be dealt with at a general meeting requires a **Special Resolution** of the Network, the Secretary shall, at least **21 days** before the date set for that meeting cause a notice to be sent to each and every Group as set out in clause 76 above, in addition specifying that the resolution will be a **Special Resolution** and that the meeting will be a **Special General Meeting**. No other business shall be transacted at such a meeting than that specified.

78. A Landcare Group, that is a financial member, that wishes to have a matter considered at a general meeting shall bring it to the notice of the Committee, by writing to the Secretary, so as to facilitate the planning of the next appropriate agenda by the Executive sub-committee (see clause 37above).

## **QUORUMS**

79 A quorum for:

- A Committee meeting is 3 persons;
- The Annual General Meeting is 5 financial Groups represented;
- A Special General Meeting is 5 financial Groups represented;
- Any other general meeting for any other purpose that could have an influence on policy or procedure is 5 financial Groups.

## **A SPECIAL RESOLUTION**

80. A resolution of the Network is a Special Resolution:

- (a) if it is passed by a majority of persons that represents 75% of the financial Landcare Groups that are members of the Network, voting in person or by proxy at a meeting convened as a Special General Meeting of which 21 days written notice specifying the intention to propose the resolution as a Special Resolution, was given in accordance with these rules; or
- (b) Where it is made to appear to the Commissioner that it is not practicable for the Special Resolution to be passed in the manner specified in subparagraph (a), if the resolution is passed in a manner specified by the Commissioner.

## **PROCEDURE**

81. No item of business is to be transacted at a general meeting unless a quorum (see clause 79) of persons eligible to vote on that item is present during the time that item is under consideration.

82. When a meeting that has been convened by three or more Landcare Groups that are members, and a quorum is not present within half an hour of the time set down for the meeting to commence, the meeting shall be dissolved.

83. In situations other than that referred to in clause 82 the meeting shall stand adjourned to the same day in the following week, at the same time, and in the same place, unless another place is specified by the person presiding at the time of the adjournment. If the adjourned meeting is adjourned to the same place, it shall be sufficient for members to be informed in writing before the date of the adjourned meeting.

## **PRESIDING PERSON**

84. The President, or, in the President's absence, a Vice-President is to preside as chairperson at each general meeting of the Network.

85. However, If the President and the Vice-Presidents are absent, or unwilling to preside, the members present shall elect one of their number to preside as chairperson at the meeting.

## **ADJOURNMENT**

86. (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of those present and eligible to vote at the meeting, adjourn the meeting from time to time, and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

(2). If a general meeting is adjourned for 14 days or more, the Secretary shall give oral or written notice of the adjourned meeting to each of the Network Landcare Groups that are members, stating the place, date, and time of the adjourned meeting and the nature of the business to be transacted.

(3). If a poll is demanded at a general meeting, the poll shall be taken:

(a) Immediately in the case of a poll which relates to the election of a chairperson of the meeting, or the adjournment of the meeting; or

(b) In any other case, in such manner, and at such time before the close of the meeting, as the chairperson directs; and

the resolution of the poll shall be taken to be the resolution of the meeting on that matter

## **VOTING**

87 (1). On any question arising at any General Meeting a person representing a Landcare Group that is a financial member of the Network shall be entitled to exercise only one vote irrespective of whether or not he or she is an elected member of the Committee of Management.

(2). Votes may be made either personally or by proxy (see clause (88) but no person shall hold more than two proxies.

(3). In the case of an equality of votes for and against a motion, the chairperson may cast a second, (or casting) vote.

## **APPOINTMENT OF PROXIES**

88 Each Landcare Group that is a financial member is entitled to arrange with another financial member Group to vote as a proxy voter at General Meeting, meeting, by notifying the Secretary in the format attached at appendix B, no later than 24 hours before the meeting concerned.

## **PART VIII. MISCELLANEOUS**

### **INSURANCE**

89. The Network shall effect and maintain insurance, as required under section 34 of the Act, and as it sees as appropriate.

### **ALTERATIONS TO THE OBJECTS AND RULES**

90 The statement of objects, and these rules may be altered, rescinded, or added to only by a Special Resolution at a Special General Meeting of this Network.

### **COMMON SEAL**

91. The Common Seal of this Network shall be kept in the custody of the Public Officer.

92. The Common Seal shall not be affixed to any instrument, except by the authority of the Committee of Management, and the affixing of the Seal shall be attested to by the signatures of either two members of that Committee or of one member of that Committee and the Public Officer.

### **CUSTODY OF THE BOOKS**

93. except as otherwise provided by these rules, the Public Officer shall, subject to appropriate consultation with the Treasurer, keep in his or her custody, or his or her control, all records, books and other documents relating to the Network.

94. These books, records and other documents of the Network shall be open to inspection by any person who is a financial member of a financial Landcare Group that is a member of the Network, at any reasonable time and free of any charge.( see also clause 11).

### **SERVICE OF NOTICES**

95. For the purpose of these rules, a notice may be served by, or on behalf of, this Network on any Landcare Group that is a member of this Network, or to a member of such a Group, by sending it to, or through the Group to which that person belongs, at the address on the membership register for the Network.

96. If a document is despatched as under clause 95 above, by properly addressing it , prepaying, and posting a letter containing the document is, unless the contrary is proven, is taken, for the purpose of these rules, to have been served on the Group or person at the time at which the letter would have been delivered in the ordinary course of posting delivery.

97. For the purposes of these rules, responsibility for ensuring that any change in the posting address of any Landcare Group, that is a member of the Network, is promptly

communicated to the Secretary and the Treasurer of the Network, shall rest with the Secretary of each Landcare Group that is a member.

#### **AFFILIATION**

98. (1) The Network may affiliate with any organization that has compatible objects, but only provided that it does not incur any risk of conflict of interest, or to proper accountability.

(2). Such affiliation shall require the unanimous approval of a Special Resolution at a Special General Meeting of the Network, at which the purpose, benefit and cost incurred are put on record.