

CHANNEL REGIONAL ARTS GROUP INCORPORATED CONSTITUTION

As approved by Special General Meeting 15th September 2016

I. NAME

- 1.1 The name of the Association shall be Channel Regional Arts Group Incorporated, hereinafter called the Association.

2. OFFICE

- 2.1 The registered office of the Association shall be at such place as the Committee may determine.

3. OBJECTS AND PURPOSES

- 3.1 Basic Object: To encourage and promote the Arts and Community Cultural Development in the D'Entrecasteaux Channel area of Tasmania.
- 3.2 Other Objects and Purposes: Includes the ability of the Association to:
- a purchase, hire etc. property
 - b accept gifts
 - c buy/sell goods
 - d print/publish
 - e raise and distribute funds
 - f borrow money
 - g invest money
 - h make gifts
 - l employ staff
 - j make and enforce Association bylaws
 - k enter into contractual agreements

4. DEFINITIONS

The Association shall mean the Channel Regional Arts Group Incorporated.

The Committee shall refer to the committee of management of the Association, the composition and operation of which is set out in Section 6 of these Rules.

- *A General Meeting* shall mean an annual meeting open to all members the operation of which is set out in Section 7 of these Rules.
- *A Special General Meeting* shall mean a meeting of all members the operation of which is set out in Section 8 of these Rules.

By Laws shall mean any policies and procedures approved by the Committee and enacted in the day to day operations of the Association.

To advertise shall mean to place an advertisement in at least one local newspaper, and distribute notification by electronic email to members

CRAG is an abbreviation of Channel Regional Arts Group Incorporated.

5. MEMBERSHIP

- 5.1 Admission to membership
- 5.1.1 Any person may become a Member of the Association upon the payment of the prescribed annual subscription relevant to the category of membership as identified in the Association's bylaws

- 5.1.2 The Committee shall review the membership categories identified in the Association's bylaws from time to time.
- 5.2 The rights, privileges and obligations of membership cannot be transferred and, except as provided in Rule 11, terminate on cessation of membership.
- 5.3 Resignation of membership
- 5.3.1 Resignation by a Member of the Committee is effected by the Member sending a written notice to the Public Officer of the Association.
- 5.3.2 Membership of the Committee ceases when such notification is received by the Public Officer of the Association.
- 5.3.3 Membership of the Association ceases when the individual notifies the Secretary or the Association's registered office in writing of their intention to resign.
- 5.4 Non-payment of subscription
- 5.4.1 Membership shall cease automatically when any subscription is six (6) months in arrears.
- 5.5 Expulsion
- 5.5.1 The Committee can expel a Member if that Member has been guilty of conduct detrimental to the interests of the Association.
- 5.5.2 The affected Member may appeal within fourteen (14) days after receipt of written notice of the Committee decision to expel.
- 5.5.3 The Member's appeal is to a Special General Meeting convened for that purpose where a majority of those present shall determine if the expulsion is to be confirmed or lifted.
- 5.6 Categories of membership
- 5.6.1 The committee shall determine the specific membership categories, benefits and fees in the Association's bylaws.
- 5.7 Members register
- 5.7.1 The Association shall keep and maintain up-to-date Register of Members (comprising details of all Members of the Association) by membership categories identified in the bylaws.

6. COMMITTEE OF MANAGEMENT

- 6.1 The affairs of the Association shall be managed by a committee of management called the Committee.
- 6.2 Composition
- 6.2.1 The composition of the Committee shall consist of: --
- a. A President, who shall not hold office for more than six (6) consecutive terms
 - b. A Treasurer
 - c. A Secretary
 - d. Four (4) committee members elected by the Annual General Meeting with a Vice President (appointed by the Committee) from among the four committee members
 - e. Up to two (2) co-opted members as considered necessary by the Committee
 - f. The Immediate Past President, who shall be a Committee member for one year after the election of a new President.
 - g. One member of the Committee shall act in the capacity of public officer of the Association.
- 6.2.2 Casual vacancies in the Committee can be filled by persons appointed at the discretion of the Committee and such appointees shall hold office for the period up to the next Annual General Meeting.

- 6.2.3 A Person under 18 years of age shall not hold the office of President, Vice President, Treasurer, Secretary nor Public Officer of the Association.
- 6.3 Election of members to the Committee
- 6.3.1 *President, Secretary and Treasurer*
- 6.3.1.1 The President, Secretary and Treasurer of the Association, duly nominated, shall be elected by Members at the Annual General Meeting.
- 6.3.1.2 Nominations for the positions of President, Secretary and Treasurer, on the prescribed form, are to be received by the Association at least fourteen (14) days before the Annual General Meeting.
- 6.3.1.3 The President, Secretary and the Treasurer shall hold office until the next following Annual General Meeting.
- 6.3.2 *Co-opted Members*
- 6.3.2.1 The Committee may co-opt members to the Committee for the nominated periods of their co-option.
- 6.3.2.2 The period of co-opted membership shall terminate in any case at the conclusion of the Annual General Meeting next following their co-option.
- 6.3.3 *Other Members*
- 6.3.3.1 Four (4) committee members shall be nominated at the Annual General Meeting of the Association for election at the Annual General Meeting.
- 6.3.3.2 Other members shall hold office until the following Annual General Meeting.
- 6.4 Vacancies
- 6.4.1 The office of a member of the Committee becomes vacant if the member: :: -
- a. dies
 - b. becomes bankrupt
 - c. becomes of unsound mind
 - d. resigns
 - e. ceases to be a permanent resident of Tasmania
 - f. fails, without leave, to attend three (3) consecutive meetings
- 6.5 Meetings of the Committee
- 6.5.1 *Frequency*
- 6.5.1.1 The Committee shall meet a minimum of four (4) times per annum at such place and times as the Committee may determine.
- 6.5.2 *Quorum*
- 6.5.2.1 Any four (4) members of the Committee shall represent a quorum
- 6.5.3 *Voting*
- 6.5.3.1 Each member of the Committee is entitled to one vote.
- 6.5.3.2 Questions shall be determined by a show of hands or, if demanded by any one member, a poll.
- 6.5.4 *Notice of Meeting*
- 6.5.4.1 A Notice of Meeting shall be sent to each member of the Committee at least fourteen (14) days before the due date for the meeting.
- 6.5.5 *Sub-committees*

6.5.5.1 The Committee may appoint sub-committees of the members of the Committee as it deems appropriate and shall prescribe the powers and functions thereof.

6.5.5.2 The President, the Secretary and the Treasurer shall constitute the Executive Committee, which may issue instructions to the Public Officer and employees of the Association in matters of urgency. A full report on all such matters and instructions shall be tabled at the following meeting of the Committee.

6.5.6 *Disclosure of interests*

6.5.6.1 A member of the Committee must disclose any interest in any contract or arrangement made or proposed to be made with the Association.

7. ANNUAL GENERAL MEETING

7.1 The Association shall, in each year, hold an Annual General Meeting.

7.2 Date

7.2.1 The Annual General Meeting shall be held at a date (not later than three (3) months after the end of the financial year of the Association) determined by the Committee.

7.3 Notice

7.3.1 The Public Officer of the Association shall, at least fourteen (14) days before the due date of the Annual General Meeting, advertise the meeting as the Annual General Meeting giving details of the date, time and place of the meeting and the nature of the business to be transacted.

7.4 Ordinary business

7.4.1 The ordinary business of the Annual General Meeting shall be:

- a. to confirm the minutes of the last Annual Meeting
- b. to receive, from the Committee and the Treasurer of the Association reports upon the transactions of the Association during the Preceding financial year. If an auditor has been appointed (see section 10.6), the auditor's report will also be received
- c. to elect the President, Secretary and Treasurer
- d. to determine if to appoint the auditor for the current financial year
- e. to elect committee members

7.5 Special Business

7.5.1 A general meeting may transact special business of which notice has been given.

8. OTHER SPECIAL GENERAL MEETINGS

8.1 All general meetings other than the Annual General Meeting shall be called Special General Meetings.

8.2 Called by Members

8.2.1 The Committee shall convene a Special General Meeting upon the written request of not less than ten (10) members.

8.2.2 Such written request shall state the objects of the meeting and be signed by each of the requisitioners.

8.2.3 If the Committee does not convene the Special General Meeting within twenty one (21) days from the date of receipt of the written request, the requisitioners may convene the meeting.

8.2.4 Reasonable expenses incurred by the requisitioners convening the Special General Meeting shall be reimbursed by the Association.

8.3 Called by the Committee

8.3.1 The Public Officer of the Association shall, at least fourteen (14) days before the due date of the Special General Meeting, advertise the meeting as a Special General Meeting giving details of the date, time and place of the meeting and the nature of the business to be transacted.

8.4 All business conducted at a Special General Meeting shall be deemed to be special business.

9. CONDUCT OF GENERAL MEETINGS

9.1 Quorum

9.1.1 No business shall be conducted at a General Meeting unless there is a quorum of ten (10) members personally present or represented by members personally present who are their proxy holders.

9.2 Chairperson

9.2.1 The President, or in the absence of the President, the Vice President, shall preside at each General Meeting.

9.3 Adjournments if no quorum

9.3.1 General Meetings called by the Committee may be adjourned if a quorum is not present within one hour of the advertised starting time of the meeting.

9.3.2 General Meetings called by Members may be adjourned if a quorum is not present within one hour of the advertised starting time of the meeting.

9.4 Voting

9.4.1 Questions arising shall be settled by a show of hands or, if demanded by any one Member, a poll in which case questions shall be settled by a majority of votes of the Members present and Members represented by proxy holders present at the meeting.

9.5 Voting by proxy

9.5.1 A Member in writing may appoint another Member as their proxy to vote for them at any General Meeting.

10. FINANCIAL MATTERS

10.1 Financial year

10.1.1 The financial year of the Association shall end on 30 June.

10.2 Subscriptions and levies

10.2.1 The annual subscription for each category of membership shall be reviewed from time to time by the Committee and documented in the Association's bylaws.

10.2.2 Annual subscriptions are payable on or before the first day of the financial year of the Association.

10.3 Income and Expenditure

10.3.1 Income and property of the Association shall only be applied toward the objects and purposes of the Association.

10.3.2 Members of the Committee may not receive gifts or a fee for holding such an office (except that out-of-pocket expenses may be reimbursed).

10.3.3 All income and expenditure of the Association shall be authorised by the Committee.

10.4 Accounts

10.4.1 True accounts shall be kept of all monies received and expended and all of the assets and liabilities of the Association.

10.4.2 Such accounts shall be open for inspection by Members of the Association at the registered office during normal business hours.

10.4.3 Proper books and records, including receipts, cheques, journals registers and ledger, shall be maintained at the Association's registered office.

10.4.4 The Treasurer shall cause to be prepared for the Annual General Meeting, annual financial statements of the Association comprising a balance sheet, a statement of income and expenditure, a statement of cash flows and notes thereto. Such financial statements, which shall be prepared in accordance with Statements of Australian Accounting Concepts and Australian Accounting Standards, shall be

approved by the Committee prior to presentation to the Members at Annual General Meeting. If auditor has been appointed for the current financial year (see section 10.6), these documents shall be provided to the auditor.

10.5 Bank accounts

10.5.1 The Committee shall open banking accounts, in the Association's name, in such manner as the Committee may determine.

10.5.2 Each cheque issued by the Association shall be signed by any two (2) of the Executive Officer, the Treasurer or by such other member or members of the committee as the committee may nominate for that purpose

10.6 Auditor

10.6.1 At each Annual General Meeting the Members shall decide whether the financial records for the current financial year shall be subject to audit, or whether an exemption from the requirement for an audit should be sought from the Tasmanian State Government. If the decision is to audit, the remainder of Section 10.6 will apply. If an exemption is obtained, all references to audit in the rules of the Association will not apply.

10.6.2 At each Annual General Meeting the Members shall appoint an auditor who is a registered company auditor.

10.6.3 The appointed auditor shall hold office until the following Annual General Meeting and is eligible for reappointment.

10.6.4 If an appointment is not made at the Annual General Meeting, the Committee may appoint an auditor for the current year.

10.6.5 An auditor may only be removed from office by special resolution of the Committee.

10.6.6 An auditor may be appointed by the Committee to fill a casual vacancy and such appointee shall hold office until the next Annual General Meeting.

10.6.7 The auditor shall report annually to the Members at Annual General Meeting on Association financial statements.

10.6.8 The auditor's report shall state whether:

- a. all required information has been obtained
- b. in the auditor's opinion, the financial statements have been properly drawn up as to present fairly the financial position of the Association at the end of its financial year and the results of its operations for the year ended on that date in accordance with Statements of Australian Accounting Concepts and Australian Accounting Standards
- c. the financial statements have been properly drawn up in accordance with the provisions of The *Associations Incorporation's Act 1964*
- d. the rules relating to the administration of the funds of the Association have been observed.

10.6.8 The auditor:

- a. has right of access to all books and records of the Association
- b. may require information to be provided by servants of the Association
- c. may employ persons to provide assistance
- d. examine any member of the Committee in relation to the accounts of the Association.

10.7 The Association's seal

10.8.1 The seal of the Association shall be a rubber stamp inscribed with the Association name encircling the word "Seal".

10.8.2 The seal shall not be affixed to any document or instrument except by the authority of the Committee, and the affixing thereof shall be after the approval of a simple majority of the Association's Committee.

10.9 Public Fund

- 10.9.1 The Committee shall cause to be established a Public Fund named the *Channel Regional Arts Group Donation Fund*, for the purpose of receiving donations and gifts for the principle purpose of the organization.
- 10.9.2 Gift and donations made to the Public Fund may only be used for the principle purpose of the organization.
- 10.9.3 The Committee shall cause to be opened a separate banking account for the Public Fund, in the name of Channel Regional Arts Group Donation Fund:
- a. to receive gift or property for the organisation's principle purpose;
 - b. to which money received because of such gifts (including interest accrued thereon) is to be credited; and
 - c. that does not receive any other money or property.
- 10.9.4 The Public Fund, *Channel Regional Arts Group Donation Fund*, shall be managed by a sub-committee of three people appointed by the Executive Committee.

11. WINDING UP

11.1 In the event of winding up:

- a. every Member of the Association, and
- b. every person who was a Member within one year prior to the commencement of the winding up,
- c. is liable to contribute to the assets of the Association a sum not exceeding \$1.00.

11.2 If in the event of winding up there remains, after the satisfaction of all debts and liabilities and property whatever the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 11.1 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by a Judge of the Supreme Court of Tasmania and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

11.3 If upon winding up or dissolution of the gift fund, there remains after satisfaction of all its debt and liabilities, any property, the property shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, and whose rules shall prohibit the distribution of its or their income among its or their members. Such funds or organisations must be eligible for tax deductibility of donations under Subdivision 30-8, section 30-100, of the *Income Tax Assessment Act 1997* and listed on the Register of Cultural Organisations maintained under the act.

12. DISPUTES

12.1 A dispute between a Member of the Association and the Association shall be determined by arbitration in accordance with the *Commercial Arbitration Act (Tas.) 1986*.

12.2 Nothing in this rule affects the operation or effect of Rule 5.5.3

13. REVISIONS

13.1 The Association may from time to time revise these Rules by two thirds majority decision of members attending at an Annual General Meeting, or those participating in an electronic ballot. Prior notice of 30 days of any revision motion shall be given to all members in writing.

CHANNEL REGIONAL ARTS GROUP ASSOCIATION BYLAWS

The Following bylaws of the Association shall be applied within the Association:

1. **Compliance with contractual obligations:** The Association will comply with all contractual and statutory obligations applicable in the state of Tasmania to its day to day operations. Where any contractual commitments implied or proposed may conflict with the Association's objects and constitutional arrangements, the Association's constitutional objects and bylaws take precedence.
2. **Membership:** The Committee shall make and periodically review classes of membership for the Association.
3. **Membership Categories:** The Association shall offer the following categories of membership:
 - a. **Individual Membership:** Individuals and Families may join the Association on payment of the fee, as set by the Association.
 - b. **Honorary Life and Additional Membership:** Branches may recommend to the Committee that a member be considered for Life Membership. If the Committee agrees, such Life Membership will be presented to the Association either at an Annual General or other Special or General Meeting.
 - c. **Corporate Membership:** Businesses and for profit corporates can join the Association for an annual fee of \$150 paid direct to the Association.
4. **Membership Costs:** Costs of membership fees are to be determined by the Committee and are to be reviewed on an annual basis prior to the Annual general meeting. Changes to memberships classes will be communicated to the membership prior to any changes.
5. **Membership Fees:**
 - a. The annual individual fee shall be **\$10.00**. The annual family fee shall be **\$20.00**.
 - b. Businesses and for profit corporate memberships pay an annual fee of **\$150** to the Association.
6. **Membership Benefits:** Benefits applied to each category of membership are as follows:

Association Individual Membership

You become part of an extensive arts network across Australia

Support through advice, information, resources

Newsletter and free occasional publications and annual report

Opportunities to take part in Association projects

Participation in regional touring circuits

Training and networking opportunities

Public Liability Insurance cover (projects/ places)

Volunteers Insurance (like workers comp)

The opportunity to contribute to regional arts policy in Australia

- As an incorporated body, the Association can auspice grants on behalf its members
- Professional development and training opportunities
- Invitations to attend forums and state conferences

Honorary Memberships:

- As above

7. **Mutual Membership Recognition:** The Association agrees to recognise the memberships of other State and Territory based Arts Councils and Regional Arts bodies to the extent of offering discount ticketing and event entrance costs at Association sponsored and promoted events.
8. **Required Reporting - Annual:**
 - a. The Association shall compile all reporting to relevant funding authorities and sponsors where the Association has secured and expended funds for projects and programs managed by the Association.
 - b. **Communications to members** Where the Association independently secures funds to support project activity, the Association must ensure that all reporting and acquittal requirements of this funded activity are completed to the best of the Association's ability.
9. **Information** The Association shall endeavour to provide all members with access to relevant and updated information on matters and opportunities relevant to the Association membership commensurate with available resources.
10. **Privacy:** The Association respects the rights to privacy and will maintain policies and systems to protect any private information from intentional or unintentional misuse.
11. **Dispute resolution:** The Association shall provide suitable advice and support commensurate with available resources to its membership for the purposes of resolving disputes of a local or minor nature.