

CONSTITUTION AND RULES OF THE MARGARET RIVER REGIONAL ENVIRONMENT CENTRE INCORPORATED

1. NAME OF ASSOCIATION

The name of this association is: Margaret River Regional Environment Centre Incorporated.

2. DEFINITIONS

In the construction of this Constitution and Rules, the following words and expressions shall have the following meanings unless excluded by something inconsistent in the subject or context:

- 'Centre' shall mean this association as herein constituted;
- 'These Rules' shall mean this Constitution and Rules;
- 'environment' shall mean the conditions or influences under which any person or thing lives or is developed;
- 'Co-ordinating Committee' or 'CoC ' or 'Committee' shall mean the committee elected annually as a board of management pursuant to These Rules;
- 'Annual General Meeting' or 'AGM' shall mean the annual meeting of members of the Centre at which a new CoC shall be appointed in accordance with These Rules;
- 'Ordinary General Meeting' or 'OGM' shall mean a meeting of the CoC and members of the Centre, duly convened and held in accordance with These Rules, for the purpose of the ongoing management of the Centre and its activities;
- 'Special General Meeting' or 'SGM' shall mean any meeting of the members of the Centre other than an AGM or OGM;
- 'Resolution' shall mean a resolution made by consensus, or where consensus cannot be reached, by a majority of the votes of the members present and voting at an OGM;
- 'Committee Meeting' shall mean a meeting of not less than three members of the Co-ordinating Committee for the purpose of conducting the business of the Centre.

3. OBJECTIVES

The objectives for which the Centre is established are:

- (1) to promote continuing examination and exposition of the Augusta Margaret River Shire and Cape to Cape environments and the Western Australian environment, as part of the Australian environment and in turn the World environment with the broad objective of helping in the improvement of quality of life.
- (2) to provide a reference point in Margaret River for various aspects of the environment movement and for groups and individuals involved in the movement to network.
- (3) to encourage co-operation and co-ordination whenever it is important to the cause of greater environmental awareness.
- (4) to encourage and educate the public on all matters relative to greater awareness of the environment and to provide attractive, informative displays.

- (5) to conduct research programmes aimed at achieving greater knowledge of all the factors influential in effecting changes in the environment.
- (6) to receive from any person or corporation who may desire at any time to further the objectives of the Centre, gifts of property of every nature whatsoever, whether real or personal, movable or immovable and wheresoever situated. To hold all property so received in perpetuity either in its then form of investment for so long as the Centre for the time being thinks fit or at the unfettered discretion of the Centre to sell, call in and convert to money all or any such property or so much thereof as does not consist of money.
- (7) to act as a collection agency for moneys intended by a donor to be transferred onto other preferred organisations or persons.
- (8) to print, publish, issue, distribute and circulate such proceedings; lectures, papers, communications, correspondence, reports, newsletters, periodicals, pamphlets, books, plans, drawings, tables, compilations and literary matter as the Centre considers conducive to the attainment of its objectives.
- (9) to consider, originate and promote improvement in the law as it affects environmental matters and to support or oppose alterations in that law to effect improvements in administration which would lead to the enhancement of the environment and for those purposes. To petition the Crown or any legislature or public local or administrative body or authority to promote deputations. To adopt such other measures and take such other proceedings as the Committee considers expedient.
- (10) to provide and maintain a general meeting place and basic office facilities for those associated with the aims of the Centre requiring such facilities.
- (11) to offer convenience, co-operation and co-ordination from a central location on a flexible basis to all individuals and organisations sharing the aims of the Centre.
- (12) i) to hold meetings of the Centre for various purposes to arrange for the holding and the conducting of lectures, classes, demonstrations, exhibitions, conferences and public meetings; ii) to collect, circulate and supply information regarding all subjects and matters relating to, connected with or affecting promotion of the environment; iii) to promote, encourage, advance, improve, develop, diffuse or disseminate amongst members of the Centre and the public, information on those subjects and matters.
- (13) to provide, establish and maintain a library and a collection of information on the environment, for the purposes of carrying out any of the objectives of the Centre, or that which may be conducive to the attainment of the objectives of the Centre.
- (14) to obtain funding through grants.

4. **POWERS OF THE ASSOCIATION**

The powers of the Centre shall enable it:

- (1) to purchase, lease, hire or otherwise acquire land, buildings, furniture, equipment, plant and other items conducive to the purposes for which the Centre has been established.
- (2) to sell, exchange, lease, mortgage, hire, dispose of, turn to, account or deal with otherwise all or any part of the real and personal property of the Centre.
- (3) to hire and employ such persons or organisations as may be necessary for carrying out the purposes of the Centre and to remunerate them in return for

services rendered to the Centre via salaries, wages, fees, gratuities, honorariums or pensions.

- (4) to invest and deal with any of the moneys of the Centre not immediately required for its purposes upon such securities and in such manner as may be determined from time to time to vary or realise any such investments.
- (5) to borrow money from time to time and for that purpose to give debentures, loans, mortgages, charges or other security over the whole or any part of the property, real or personal, of the Centre and to enter into agreements, bonds or covenants with lenders stipulating for a collateral advantage.
- (6) to pay all costs, charges and expenses of every nature properly incurred from time to time for and incidental to the establishment and conduct of the Centre.
- (7) in furtherance of the objectives of the Centre, to promote or establish or to join in promoting or establishing any society, association or institution, whether incorporated or unincorporated, which has objectives similar to or substantially similar to those of the Centre or that it is in the interests of the Centre to promote or establish and to support, co-operate with, affiliate with, receive into union, assist, subscribe to or become a member of any such society, association or institution.
- (8) to exercise all or any part of the powers conferred by this constitution in any part of the world.
- (9) to do or concur in the doing of all such acts, matters and things as are enabled by this constitution and to enter into and make such arrangements as are incidental or conducive to the attainment of the objectives of the Centre and to establish and provide funds for that purpose.
- (10) along with its committee to give effect to all or any of the objectives set out in Section 3 of this constitution and except as therein otherwise expressly provided nothing in that Section is intended to limit the exercise of any power conferred under this Section by reference to powers of a like kind or class.

5. PROPERTY INCOME AND EXPENDITURE

- (1) The income and property of the Centre shall irrespective of its source be applied towards the promotion of the objects of the Centre and no part of it shall be paid, applied or transferred whether directly or by way of dividend, gift, bonus or other reward to any member of the Centre.
- (2) Nothing in this section prevents the payment in good faith of:
 - a) remuneration to an officer or servant of the centre or to a member of the CoC for services in fact rendered in the ordinary course of business;
 - b) out-of-pocket expenses properly incurred by any person on account of the Centre;
 - c) interest for money lent to the Centre at a rate not exceeding that being then charged by banks on overdraft;
 - d) reasonable or proper rental for premises let to the Centre.
- (3) The Centre shall act as a collection agency for moneys intended by a donor to be transferred onto other preferred organisations or persons and the allocation of any funds or property donated shall be made in accordance with this Clause and with the established objectives of the Centre.
- (4) Upon the winding up or dissolution of the Centre according to Section 13 of this Constitution, any property remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed generally among the members but shall be given or transferred to some association(s) which has or have aims and

objectives substantially similar to the aims and objectives of the Centre and which prohibit(s) the distribution of its or their income or property among its or their members to an extent at least as great as is imposed on the Centre under Section 5 of this Constitution and the Committee shall determine the recipient association(s).

- (5) Upon the dissolution of the Centre and in default of the Committee determining the recipient association(s) at that time, the property of the Centre shall be given or transferred in such manner and to such bodies as shall be determined by the Trustees appointed for the purpose under the Trustees Act 1962 and in accordance with the preceding Clause (4) of this Section 5.

6. **REGISTERED OFFICE**

The Centre's registered office shall be situated in Margaret River, Western Australia.

7. **MEMBERSHIP OF THE ASSOCIATION**

- (1) Membership of the Centre shall comprise the following:
 - (a) 'affiliated group membership' being those groups or organisations which pay a yearly (AGM to AGM) affiliation fee to be set by the CoC from time to time;
 - (b) 'individual membership' which shall comprise either lifelong membership or year-long membership, which shall terminate at the end of the financial year in which the fee is paid (fees to be set by the Committee from time to time).
 - (c) each member shall pay to the Treasurer, annually on or before 1 July or such other date as the CoC from time to time determines, the amount of the subscription determined under subclause (b).
 - (d) a member whose subscription is not paid within 3 months after the relevant date fixed by or under subclause (c) ceases on the expiry of that period to be a member, unless the CoC decides otherwise.
 - (e) members under the age of 16 years shall not be entitled to hold office, or vote at meetings.
- (2) Three membership registers shall be prepared and maintained by the CoC:
 - (a) one by the secretary showing the full name and address of each individual lifelong member.
 - (b) two by the treasurer showing:
 - (i) the annually affiliated group members
 - (ii) the individual year-long members.
 - (c) the secretary shall delete the name of a person who dies or who ceases to be a member from the register of members.
- (3) The rights and privileges of financial members are as follows:
 - (a) the right to vote at AGM's, SGM's and OGM's of the Centre (but no more than one representative for an affiliated group shall have a vote);
 - (b) to be given preference regarding the use of the Centre's facilities;
 - (c) to inspect, at any reasonable time and without charge, the books, documents, records and securities of the Centre.
- (4) Members must be financial members for at least one month prior to AGM's, SGM's or OGM's of the Centre to have full voting rights.
- (5) In any case where an applicant for membership or a member by acting in a manner which in the opinion of the CoC is prejudicial to the interests of the Centre or by being guilty of conduct likely to be injurious to the Centre may find their membership refused or terminated by a Resolution of the Committee. [For termination procedures see Section 9 Clause (7) (b).]

- (6) A member who delivers notice in writing of his or her resignation from the Centre to the Secretary or another Committee member, ceases on that delivery to be a member.

8. **GENERAL MEETINGS**

The three types of General Meeting, all of which a facilitator shall be appointed to preside over the agenda, are AGM, SGM and OGM.

The quorum at General Meetings shall be five, three of whom must be Committee members.

If within 30 minutes of the appointed time for the resumption of an adjourned meeting a quorum is not present, the members who are present in person or by proxy may nevertheless proceed with the business of that meeting as if a quorum were present.

Annual General Meeting

- (1) The AGM of the Centre shall be held once in every calendar year at such time and at such place as may be determined by the Committee but not more than 15 months after the last preceding AGM.
- (2) At the AGM the following proceedings shall take place;
 - (a) the presentation from the Committee of a balance sheet and statement of accounts for the preceding financial year and an estimate of the receipts and expenditure for the current financial year together with the auditor's report;
 - (b) the Co-ordinator's report;
 - (c) the appointment of auditor(s) for the current financial year;
 - (d) the election of a new Committee; [See Section 9 Clause (1) and (2).]
 - (e) any other business requiring consideration by the Centre.
- (3) The presentation of business and order of debate at an AGM shall be determined by the facilitator nominated by those present at the AGM.
- (4) At least fourteen (14) days notice (exclusive of the day on which the notice is given or deemed to be served but inclusive of the day for which notice is given) specifying the place, the day and the hour of the AGM and in the case of special business, the general nature of that business shall be published in a local newspaper or posted to members entitled to receive notices of AGM's of the Centre.

Special General Meeting

- (1) The CoC shall, upon a requisition made in writing by not less than five members of the Centre, convene an SGM within 35 days of the date when such requisition is delivered to the Secretary. Any such requisition shall specify the purpose of the meeting and shall be signed by the members making the same. No business shall be considered at such a SGM other than the matter specified in the requisition for such a meeting and a notice announcing the time, date, place and purpose of the proposed SGM shall follow the schedule outlined in Clause (4) under AGM.
- (2) An SGM may be convened by the CoC at their discretion no earlier than 14 days and no later than 35 days after a notice announcing the time, date, place and purpose of the proposed meeting is displayed at the Centre and published in a local newspaper.

Ordinary General Meeting

- (1) The CoC and members shall meet together at OGM's for the dispatch of the business of the on-going management of the Centre and adjourn and otherwise regulate its meetings

- and meeting procedure as the members of the Committee think fit, provided that no less than ten meetings of the Committee shall be held each financial year.
- (2) Only financial members shall have input and vote at an OGM.
 - (3) At all OGM's every member present in person or by proxy shall be entitled to one vote and every decision shall be made by Resolution.
 - (4) If a quorum is not present at an OGM, the meeting may conduct business as a Committee Meeting, providing that at least three Committee members are present.
 - (i) Each Committee member has a deliberative vote.
 - (ii) A question arising at a Committee Meeting shall be decided by a majority of votes, but, if there is an equality of votes, the person presiding at the Committee Meeting shall have a casting vote in addition to his or her deliberative vote.
 - (iii) Subject to these rules, the procedure and order of business to be followed at a Committee Meeting shall be determined by the Committee members present at the Committee Meeting.
 - (iv) Any business conducted at a Committee Meeting must be subsequently ratified at the next OGM of the Centre."

9. **RULES OF CO-ORDINATING COMMITTEE**

- (1) The management of the Centre shall be vested in a Co-ordinating Committee made up of not less than 6 Committee members who must all be members of the Centre and consisting of; Co-ordinator, Vice Co-ordinator, Secretary, Treasurer and at least two other members.
- (2) The election of the CoC shall take place at the AGM.
- (3) The duration of office of CoC members shall be as follows:
 - (a) All CoC members shall hold office until the next year's AGM but may be re-elected at the AGM;
 - (b) The Co-ordinator may hold office for a maximum of three consecutive years and may be re-appointed after a break of not less than one year (i.e. AGM to AGM).
- (4) A Committee member may resign from the CoC by giving notice of resignation to the Secretary and such resignation shall take effect from the date and time the same is received by the Secretary.
- (5) Vacancies of the CoC may be filled at an OGM.
- (6) Every person who is elected and admitted to membership of the CoC or any of its delegated sub-committees is deemed to have agreed to accept and be bound by These Rules and any regulations and by-laws made by the CoC.
- (7) Reasons for and methods of termination of CoC membership are as follows:
 - (a) any CoC member, who by breach of These Rules or by acting in a manner which in the opinion of the CoC is prejudicial to the interest to the Centre, or by being guilty of conduct likely to prove injurious to the Centre has made it not reasonable for other CoC members to continue in association with such a member, may find their membership terminated.
 - (b) such termination shall take effect from the date that written notice reaches the addressee in the ordinary course of post. Record of such termination and the reasons for the same shall be made in the minutes of the proceedings of the Committee and any appeal shall be dealt with at the sole discretion of the Committee.
- (8) If a Committee member is absent from three consecutive meetings without apology of leave of absence the CoC shall ask such member to show cause as to why their inclusion on the CoC should not be withdrawn.

- (9) The CoC shall in all things act for and in the name of the Centre and shall do all things and matters or authorise all things and matters as may from time to time be expedient or necessary for carrying into effect the objectives of the Centre.
- (10) The Committee may from time to time delegate any of its powers on behalf of the Centre to sub-committees consisting of such members of the Centre as it thinks fit and may from time to time revoke any such delegation.
- (11) Every sub-committee shall in the exercise of delegated powers comply with all directions from time to time given to it by the Committee but cannot take any action on its decisions without the consent of the Committee.
- (12) The CoC shall be the sole authority for the interpretation of These Rules and of any by-laws and regulations made there under and the decision of the CoC upon any question of interpretation or upon any matter affecting the Centre and not provided for by These Rules or by the By-laws and regulations made there under shall be final and binding on the members.
- (13) The CoC and every person acting on behalf of the Centre in all and any of its activities and dealings shall at all times, whenever practical, follow the guidelines contained in the 'Margaret River Regional Environment Centre Structure Document' which shall be amended by a sub-committee set up by the CoC whenever the need arises from among the membership and consisting of all members who are active on behalf of the Centre or on similar issues and who wish to take part.
- (14) The Treasurer shall keep proper books of accounts and prepare a current statement of receipts and payments which shall be placed before the Committee monthly together with the Centre's bank statement(s) showing the balance in the account(s) and a reconciliation statement showing the reason for any difference between the balance according to the bank statement(s) and a list of all unpaid accounts rendered by the creditors of the Centre.
- (15) The Treasurer shall authorise payment of the accounts drawn on the Centre's bank account(s) and shall instruct the Centre's bank that such payments shall not be made except by cheques signed by any two of the four nominated members of the CoC.
- (16) The Treasurer shall prepare and supply the auditor(s) with a statement of receipts and payments income and balance sheet for the annual or other period together with all records and books of account in sufficient time to enable the auditors to complete the audit and report to the members at the AGM and in addition the auditor(s) shall have access to the books and records at the times they may nominate during the financial year for audit purposes.
- (17) The Secretary shall –
 - (a) co-ordinate the correspondence of the Centre
 - (b) keep full and correct minutes of the proceedings of the Centre
 - (c) perform such other duties as are imposed by these rules.

10. **COMMON SEAL**

- (1) The Centre shall have a Common Seal on which its name shall appear in legible characters.
- (2) The Common Seal shall be kept in the custody of the Secretary, which shall never be used except with the authority of the CoC and with such authority the Secretary for the time being is authorised to use the said Common Seal, provided that every instrument to which the said Common Seal is affixed shall be witnessed and counter-signed by the Co-ordinator and one other member of the CoC at the time of affixing.

11. LIABILITY AND INDEMNITY

- (1) Every officer (whether honorary or otherwise), employee, servant, and member of the Centre shall be indemnified by the Centre against all liabilities incurred in relation to any contract entered into on behalf of the Centre. In respect of every act, matter or thing properly done or suffered by him or her in the course of his or her duties as a member, officer, employee or servant of the Centre or as a member of the CoC, the funds of the Centre shall be liable for payments of all costs, losses and expenses properly sustained or incurred.
- (2) An officer (whether honorary or otherwise), employee or servant of the Centre or member of the Centre is not personally liable (unless such liability arises or occurs through their own wilful act or default):
 - (a) for the acts, neglects or defaults of any other officer, employee, servant or member of the Centre;
 - (b) for any loss suffered by, or expense occasioned to the Centre, through the deficiency in title to any property or rights acquired by authority of the CoC for or on behalf of the Centre;
 - (c) for the insufficiency of any security in or upon which any of the moneys of the Centre are for the time being invested through the approval of the CoC;
 - (d) for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any moneys, securities or effects of the Centre have been deposited with the authority of the CoC;
 - (e) for any loss occasioned by an error of judgement, omission, default or oversight on their part while acting on behalf of the Centre;
 - (f) for any loss, damage or misfortune arising or occurring in the course of their carrying out their duties on behalf of the Centre.

12. ALTERATION OR AMENDMENT TO CONSTITUTION AND RULES

- (1) This Constitution binds the members and may be altered or amended only by a Resolution at an AGM or SGM of the Centre in the notice of which is contained in sufficient detail the proposed alteration and a statement of the intended effect of such alteration and subject to the foregoing this Constitution may be added to amended, modified or repealed.
- (2) Where any alteration shall be made to this Constitution whether repeal, addition or modification, the Secretary shall ensure that such alterations are communicated to the Registrar of the appropriate body as is required by the Associations Incorporation Act 1895 and Amendments.

13. DISSOLUTION

- (1) This association may be dissolved or wound up by a Resolution at any AGM or at a SGM of the Centre called for that purpose. All matters regarding the distribution of any property or income are dealt with in Section 5 Clauses (4) and (5).
- (2) In the event of the winding up or dissolution of the Centre, the Commissioner of Taxation shall be advised of the date of dissolution within 30 days.