

# Environment Tasmania Incorporated

## The Rules

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### TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION.</b>	<b>3</b>
<b>2.</b>	<b>NAME.</b>	<b>3</b>
<b>3.</b>	<b>LOCATION.</b>	<b>3</b>
<b>4.</b>	<b>INTERPRETATION.</b>	<b>3</b>
<b>5.</b>	<b>OBJECTS.</b>	<b>4</b>
5.1.	THE OBJECTS OF THE ASSOCIATION ARE:	4
<b>6.</b>	<b>GENERAL POWERS.</b>	<b>6</b>
6.1.	IN FURTHERANCE OF THE OBJECTS THE GENERAL POWERS OF THE ASSOCIATION ARE:	6
<b>7.</b>	<b>MEMBER AND SUPPORTER AFFILIATION.</b>	<b>7</b>
7.2.	ELIGIBILITY FOR AFFILIATION	8
7.3.	MEMBER AFFILIATION	9
	<i>Founding Member</i>	9
	<i>Member</i>	9
	<i>Honorary Life Member</i>	9
7.4.	SUPPORTER AFFILIATION	9
	<i>Friend</i>	9
	<i>Business Supporter</i>	9
	<i>Business Associate</i>	9
	<i>Supporter Group</i>	10
7.5.	PROCESS AND REQUIREMENTS FOR MEMBERSHIP AFFILIATION	10
7.6.	APPEAL RIGHTS FOR THOSE SEEKING AFFILIATION	10
7.7.	RIGHTS & RESPONSIBILITIES OF MEMBER AFFILIATION	11
7.8.	WITHDRAWAL	12
7.9.	PROCESS AND REQUIREMENTS FOR SUPPORTER AFFILIATION	12
<b>8.</b>	<b>MEMBERSHIP AND SUPPORTER SUBSCRIPTION FEES</b>	<b>12</b>
<b>9.</b>	<b>REGISTER OF MEMBERS</b>	<b>13</b>
<b>10.</b>	<b>INDEPENDENCE OF MEMBER ORGANISATIONS</b>	<b>13</b>
10.1.	NOTWITHSTANDING ANYTHING IN THESE RULES:	13
<b>11.</b>	<b>ASSETS AND INCOME.</b>	<b>13</b>
<b>12.</b>	<b>FINANCIAL RECORDING AND ACCOUNTING.</b>	<b>14</b>
12.2.	PETTY CASH	14
12.3.	AUDITOR	15

- 12.4. AUDITORS REPORT ..... 15
- 13. NOTICES ..... 15**
  - 13.2. NOTICE OF MEETINGS..... 15
- 14. QUORUMS FOR MEETINGS. .... 16**
- 15. MEETING PROCESS AND DECISION MAKING. .... 16**
  - 15.2. CONDUCT OF MEETINGS..... 17
  - 15.3. CONSENSUS DECISIONS AND VOTING..... 18
  - 15.4. RESOLUTIONS IN WRITING AND PROXIES ..... 18
  - 15.5. FACILITATION AT GENERAL MEETINGS ..... 19
- 16. ANNUAL GENERAL MEETING. .... 19**
  - 16.2. ORDINARY AGM BUSINESS..... 20
  - 16.3. ELECTION OF MANAGEMENT COMMITTEE ..... 20
- 17. THE PUBLIC OFFICER ..... 21**
- 18. SPECIAL GENERAL MEETINGS. .... 21**
- 19. GENERAL MEETINGS ..... 21**
  - 19.2. OTHER FUNCTIONS AND POWERS OF THE GENERAL MEETING:..... 22
  - 19.3. POWERS REGARDING MANAGEMENT COMMITTEE ..... 22
- 20. MANAGEMENT COMMITTEE, ITS FUNCTIONS AND MEETINGS. .... 23**
  - 20.2. DECISIONS OUTSIDE OF MEETINGS ..... 23
  - 20.3. VACATED POSITIONS ..... 24
  - 20.4. OPEN MEETINGS AND STATUS FOR NON-COMMITTEE MEMBERS ..... 24
  - 20.5. FUNCTIONS AND ROLES OF THE MANAGEMENT COMMITTEE ..... 25
  - 20.6. MEMBERSHIP MANAGEMENT ..... 25
  - 20.7. COMMUNICATION ROLES OF THE MANAGEMENT COMMITTEE..... 25
  - 20.8. EMPLOYMENT MANAGEMENT ROLES OF THE MANAGEMENT COMMITTEE ..... 26
  - 20.9. OTHER FUNCTIONS AND ROLES OF THE MANAGEMENT COMMITTEE ..... 26
- 21. THE CHIEF EXECUTIVE OFFICER ..... 26**
  - 21.2. DIRECTION, DUTIES, REPORTING AND POWERS..... 26
  - 21.3. DISMISSAL PROVISIONS ..... 27
- 22. INDEMNITY ..... 27**
- 23. SUBCOMMITTEES. .... 27**
- 24. POLICY, REGULATIONS AND POSITION STATEMENTS ..... 28**
- 25. ENVIRONMENT TASMANIA REPRESENTATIVES ..... 29**
- 26. PUBLIC STATEMENTS ..... 29**
- 27. DISPUTES AND MEDIATION ..... 29**
- 28. DISCLOSURE AND CONFLICT OF INTEREST. .... 30**
- 29. EXPULSION OF A MEMBER OR DELEGATE. .... 31**
- 30. SEAL OF THE ASSOCIATION. .... 32**
- 31. DISSOLUTION OF THE ASSOCIATION. .... 32**
  - 31.2. MEMBERS LIABILITY UPON DISSOLUTION ..... 33
- 32. AMENDING THE CONSTITUTION. .... 33**
- 33. ENVIRONMENT TASMANIA PUBLIC FUND ..... 33**

## **1. INTRODUCTION.**

- 1.1.1. These rules set out the constitutional arrangements and processes of Environment Tasmania Inc. and apply to the exclusion of the Model Rules established under The Act.
- 1.1.2. The principal purpose of The Association is the protection and enhancement of the natural environment in Tasmania.
- 1.1.3. The Association will provide a representative body that undertakes and supports activities that aim to promote initiatives, care and respect to achieve the protection, conservation, enhancement and rehabilitation of all aspects of the natural and modified environment in Tasmania.

## **2. NAME.**

- 2.1.1. The name of The Association is Environment Tasmania Inc, and all members must use the Name when referring to The Association. The Name may also be used in conjunction with a byline approved by a General Meeting.

## **3. LOCATION.**

- 3.1.1. The office(s) of The Association will be at any place the Management Committee determines. In making this determination the Management Committee will take account of any view expressed by a General Meeting.
- 3.1.2. The postal address will be determined by The Management Committee.

## **4. INTERPRETATION.**

- 4.1.1. "Act" means The Associations Incorporation Act 1964.
- 4.1.2. "Association" means Environment Tasmania Inc.
- 4.1.3. "Auditor" means the person appointed as the auditor of The Association under Rule 12.3.
- 4.1.4. "Facilitator" means the person with the responsibility for managing the meeting, its processes and who assists to achieve decisions based primarily on seeking consensus among participants.
- 4.1.5. "General Meeting" includes the Annual General Meeting and any Special General Meeting".
- 4.1.6. "Letter" means any written or electronic communication including by facsimile transmission and email.
- 4.1.7. "Members" means those financial members of the Association, who have applied and been accepted for membership in accordance with Rule 7.5.

- 4.1.8. "Management Committee" means the management committee established under Rule 16.3 to manage the business and affairs of the Association.
- 4.1.9. "Public Officer" means the person appointed by the Management Committee as the public officer of the Association or, failing that appointment, the person who applies for incorporation on behalf of the Association.
- 4.1.10. The "Financial Year" of The Association is the period beginning on the first day of July and ending on the 30th day of June next year.
- 4.1.11. "The Fund" or "Public Fund" means Environment Tasmania Public Fund.
- 4.1.12. "the Movement" means the environment and conservation community in Tasmania.
- 4.1.13. "Written Notice" means any written or electronic communication including by facsimile transmission and email.

## **5. OBJECTS.**

### **5.1. THE OBJECTS OF THE ASSOCIATION ARE:**

- 5.1.1. To provide a representative state body for community organisations and groups in Tasmania that are specifically engaged in the protection, conservation and rehabilitation of nature and the environment in Tasmania,
- 5.1.2. To advocate the protection, conservation, rehabilitation and enhancement of the Tasmanian environment and to promote understanding the intrinsic benefit,
- 5.1.3. To foster an ethic of caring and respect for the Earth, its environment, climate and all life,
- 5.1.4. To promote ecological and social planning founded on ethical principles of environmental protection, conservation, rehabilitation and the rights of all species to life,
- 5.1.5. To foster protection of biological diversity and the retention and maintenance of all surviving indigenous species, ecological processes and systems,
- 5.1.6. To foster the protection and recovery of endangered and threatened species,
- 5.1.7. To foster bio-security initiative and action plans to address issues of alien invasive species
- 5.1.8. To foster the protection and conservation of cultural heritage and landscapes,
- 5.1.9. To foster care, retention and protection of atmosphere, waters and oceans and land, its forms and amenity,
- 5.1.10. To encourage healthy urban and rural environments and embrace the principles of reduce, reuse and recycle,
- 5.1.11. To recognise the connection between human and environmental health and foster sustainable lifestyles and communities,

- 5.1.12. To promote the concept and reality of intergenerational equity and encourage the application of the precautionary principle,
- 5.1.13. To foster the adoption of environmental justice,
- 5.1.14. To develop and provide a state-wide perspective, promotion and strategies on environment and conservation issues,
- 5.1.15. To enhance the ability of the Movement to plan strategically and respond effectively,
- 5.1.16. To facilitate greater democracy, trust, consensus and solidarity both within and between Member groups and the Movement,
- 5.1.17. To increase the influence and power both of The Association itself and its Members,
- 5.1.18. To facilitate and improve networking and communication between Members,
- 5.1.19. To accommodate the evolution of a diverse movement competent, professional and ethically sound,
- 5.1.20. To pro-actively seek high levels of common ground across the membership with clear provisions to enable transparent open consultation and democratic participation to achieve movement-wide positions which reflect a sound holistic ethic,
- 5.1.21. To advocate and use practical, workable mediation and conflict resolution procedures that are fair and just,
- 5.1.22. To create, acquire, maintain and disseminate information on environment and conservation issues,
- 5.1.23. To encourage research and education about the natural environment.
- 5.1.24. To promote the integrity of the Movement and enhance its public and media image,
- 5.1.25. To communicate with and influence government, its agencies, relevant industry bodies, private landowners and land managers,
- 5.1.26. To identify, evaluate and publicise the environmental implications of land and natural resource management and associated institutional arrangements,
- 5.1.27. To uphold a commitment to the principle of equality regardless of sex, age, ability, ethnicity, political or sexual preferences or religion,
- 5.1.28. To fully recognise the native title rights and traditional land relationships of Aboriginal people and to work in consultation with indigenous communities to achieve the identification, protection and management of the conservation values of traditional lands and waters,
- 5.1.29. To be free of affiliation with any political party and to have a non-partisan approach to political parties,
- 5.1.30. To work for law reform that will improve environmental protection, conservation or rehabilitation and that will facilitate community participation and Government openness and accountability,
- 5.1.31. To embrace the principles of non-violence,

- 5.1.32. To establish and maintain a public fund to be called the Environment Tasmania Public Fund for the specific purpose of supporting the environmental objectives and general powers of the Association. The Fund is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the Income Tax Assessment Act 1997.
- 5.1.33. The Association will operate as a non-profit organisation.

## **6. GENERAL POWERS.**

### **6.1. IN FURTHERANCE OF THE OBJECTS THE GENERAL POWERS OF THE ASSOCIATION ARE:**

- 6.1.1. Opening, operating and closing accounts with financial institutions,
- 6.1.2. Entering into contracts relevant to the attainment of the objects of the Association,
- 6.1.3. The purchase, taking on lease or in exchange and the hiring or otherwise acquiring of any real or personal property deemed necessary or convenient for any of the objects or other general powers of The Association,
- 6.1.4. The buying, selling and supplying of, and dealing in, goods of all kinds.
- 6.1.5. To lend and advance money or give credit to any person or body corporate, solely for the purposes of advancing the objects and purposes of The Association.
- 6.1.6. The acceptance of any gift, whether subject to a special trust or not, for any one or more of the objects or purposes of The Association,
- 6.1.7. The taking of any steps, as The Association or Members in General Meeting may determine, for the purpose of obtaining contributions to the funds of The Association, whether by way of donation, subscriptions or otherwise,
- 6.1.8. The publication of newspapers, periodicals, books, leaflets, websites or other material that The Association or the Members in General Meeting require to achieve the objects and purposes of The Association,
- 6.1.9. To provide adequate induction and training opportunities and support for Members and employees.
- 6.1.10. To appoint, employ, remove or suspend personnel as appropriate for the purposes of The Association,
- 6.1.11. To borrow or raise money either alone or jointly with any other person or legal entity in an ethical manner and on such terms as thought proper,
- 6.1.12. To develop any resources which directly or indirectly advance The Association's interests,
- 6.1.13. To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of The Association,
- 6.1.14. To invest and deal with the funds of The Association not immediately required in such manner as is thought fit,

- 6.1.15. To make charges for services and facilities it provides,
- 6.1.16. To make donations consistent with attaining the objects of The Association,
- 6.1.17. To ethically invest any monies of The Association not immediately required for any of its objects or purposes in such manner as The Association may determine, subject to the provisions of the Trustee Act 1898,
- 6.1.18. The making of gifts, subscriptions or donations to any of the funds, authorities or other institutions to which section 78(1)(a) of the Income Tax Assessment Act 1936 (Cth) relates.
- 6.1.19. To establish and support and/or aid in the establishment and support of any other association formed for any of the stated Objects of The Association.
- 6.1.20. The purchase or acquisition and undertaking of all or any part of the property, assets, liabilities and engagements of any association with which The Association may at any time become affiliated in accordance with the provisions of the Act and the Rules of The Association,
- 6.1.21. To remunerate any person or body corporate for services rendered,
- 6.1.22. To take such steps as may be deemed ethically sound for the purpose of procuring contributions to the funds of The Association,
- 6.1.23. To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate,
- 6.1.24. To facilitate and/or provide mechanisms to assist Member organisations to effectively protect, conserve or rehabilitate nature and the environment in Tasmania,
- 6.1.25. To hold and conduct public meetings, seminars, surveys, polls, workshops and forums.
- 6.1.26. To co-operate, join, or affiliate with any incorporated or unincorporated association or organisation, which in any way assists to promote the objects of The Association,
- 6.1.27. To assist financially, where possible, in the commencement or maintenance of legal proceedings, in which conservation, protection or rehabilitation of the environment is the principal issue,
- 6.1.28. The taking of legal action in pursuit of the objects of The Association to initiate prosecutions or other legal proceedings under applicable legislation and to document and report alleged violations of relevant codes, regulations and laws,
- 6.1.29. To undertake other lawful actions incidental to, or conducive to attaining, any of the objects and purposes that are reasonable, necessary, convenient, expedient, desirable or advisable.

## **7. MEMBER AND SUPPORTER AFFILIATION.**

- 7.1.1. To ensure a high level of participation in the Association, a number of different types of membership and supporter affiliations with the Association (depending on the nature of the member/supporter and their contribution to the Association) are provided in these rules.
- 7.1.2. The number of Members and Supporters will not be limited.

- 7.1.3. There will be both Member and Supporter categories of affiliation with The Association.
- 7.1.4. Members may only be groups or organisations with environmental purposes (subject to the entitlement under Rule 7.3.4 to appoint individuals as honorary life members) and will be entitled to attend and have one vote each at meetings of the Association. Conversely supporters may be individuals or businesses or groups, but they will not have any entitlement to vote at or attend meetings of the Association (unless otherwise determined by the Management Committee),
- 7.1.5. The Annual General Meeting or failing that the Management Committee will appoint a Membership Officer to administer all membership and supporter applications and requirements.
- 7.1.6. An organisation or group eligible for Member affiliation with The Association will be a member in one of the following categories:
  - Founding Member
  - Member
  - Honorary Life Member
- 7.1.7. An organisation or group eligible for Supporter affiliation with The Association will be a supporter in one of the following categories:
  - Friend
  - Business Supporter
  - Business Associate
  - Supporter Group

## **7.2. ELIGIBILITY FOR AFFILIATION**

- 7.2.1. Subject to these Rules membership is open to all persons and organisations regardless of sex, age, disability, ethnicity, political or sexual preferences or religion whose objects and policies are consistent with the objects and methods of achieving the objects of The Association and that supports the objects, general powers and Rules of The Association.
- 7.2.2. An organisation or individual that engages in, supports or promotes any activity which is contrary to the objects or policy of The Association whether contained in this Rules or in resolutions or policy statements adopted at General Meetings of The Association will not be eligible for affiliation as a Member or a Supporter.
- 7.2.3. To be eligible as a member organisation of Environment Tasmania the organisation must be not-for-profit, be either incorporated or unincorporated and if incorporated, have a membership.
- 7.2.4. The Association maintains the right to accept or refuse any application for any category of membership or supporter affiliation and to determine the form of affiliation appropriate.
- 7.2.5. Membership of The Association is not open to political parties, government institutions or those organisations, groups or individuals who do not have a primary goal aim or objective of working toward and/or promoting the protection or conservation or rehabilitation of the environment.

### **7.3. MEMBER AFFILIATION**

#### Founding Member

- 7.3.1. A Founding Member is a member organisation or group that joined at the First Annual General Meeting and whose primary purpose, in Tasmania, is working towards the protection, conservation and rehabilitation of the Tasmanian environment.

#### Member

- 7.3.2. Any group or organisation whose primary purpose, in Tasmania, is working towards the protection, conservation and rehabilitation of the Tasmanian environment may be eligible to be a member of The Association.
- 7.3.3. Member affiliation is subject to compliance with the Rules 7.2, 7.5 and 7.6.

#### Honorary Life Member

- 7.3.4. The General Meeting may from time to time bestow a life membership upon a natural person. Such benefit will be at the General Meeting's discretion and be bestowed by way of recognition and/or reward for a donation to The Association as shall be determined including a recommendation by the Management Committee.

### **7.4. SUPPORTER AFFILIATION**

- 7.4.1. Supporter categories do not include membership voting rights or rights to attend any General Meetings or to participate in Working Groups or sit on the Management Committee.
- 7.4.2. All Supporter affiliation categories are subject to compliance with the Rules 7.2 and 7.9.

#### Friend

- 7.4.3. Any natural person, including persons under the age of 18 years, can become a Friend of Environment Tasmania.
- 7.4.4. Implies a personal commitment to the conservation, protection and rehabilitation of the Tasmanian Environment.

#### Business Supporter

- 7.4.5. Any business may become a business supporter of Environment Tasmania.
- 7.4.6. Implies a business commitment to the conservation, protection and rehabilitation of the Tasmanian Environment.
- 7.4.7. A body corporate that supports the objects of The Association and has signed the relevant official form and paid the prescribed fees but whose principle objects are not nature conservation and environment protection.

#### Business Associate

- 7.4.8. Any business who wishes to make a major financial contribution to The Association may become a Business Associate of Environment Tasmania.

- 7.4.9. A body corporate that supports the objects of The Association and has signed the associated form and paid the prescribed fees but whose principle objects are not nature conservation and environment protection.

#### Supporter Group

- 7.4.10. Any not-for-profit group that supports the objects of The Association and has signed the associated form and paid the prescribed fees but whose principle objects may not be nature conservation and environment protection.

### **7.5. PROCESS AND REQUIREMENTS FOR MEMBERSHIP AFFILIATION**

- 7.5.1. An organisation or group other than Founding Members of The Association will be admitted to membership affiliation by:
- 7.5.1.1 nomination in accordance with Rule 7.5.2 and a consensus decision of the Management Committee or
  - 7.5.1.2 if such a consensus decision did not eventuate then the Management Committee will refer the membership application, together with the reasons for its non-decision to the next General Meeting whereby a decision by a General Meeting is required.
- 7.5.2. The nomination of a person or organisation for membership affiliation of The Association is by completing the official membership form,
- 7.5.2.1 endorsed by two members of The Association, and
  - 7.5.2.2 including the written consent of the nominee, and
  - 7.5.2.3 a signed statement in acceptance of the responsibilities arising out of these Rules of association and
  - 7.5.2.4 where practical advice specifying the number of paid up members and
  - 7.5.2.5 lodged with the Membership Officer of The Association
  - 7.5.2.6 and accompanied by:
    - 7.5.2.6.1 the annual membership subscription and:
    - 7.5.2.6.2 where practical if an incorporated association, a copy of the organisation's constitution, or
    - 7.5.2.6.3 where practical if an unincorporated group, by a statement of its purpose, goals and activities and though the provision of published material that confirm same.
- 7.5.3. As soon as practicable after receipt of a nomination, the Membership Officer will refer the nomination to the Management Committee.
- 7.5.4. Following approval by the Management Committee or General Meeting and upon receipt of the first yearly subscription the Membership Officer will advise the nominee, in writing, that the application for membership of The Association is approved, and enter the new member's name in The Association's register of members.

### **7.6. APPEAL RIGHTS FOR THOSE SEEKING AFFILIATION**

- 7.6.1. The Management Committee may reject an application for membership affiliation if the applicant fails to meet the eligibility requirements (Rule 7.2),

or to comply with the application procedure (Rule 7.5) or if the Management Committee reasonably considers that the acceptance of that applicant as a member of the Association would be contrary to the objects or otherwise have a detrimental impact on the Association.

- 7.6.2. Any group or individual whose application for membership is rejected may, within one month after receiving notice of such rejection, give notice of appeal to a General Meeting. The notice will be in writing and will be given to the Secretary of The Association.
- 7.6.3. Within three months from the date of receipt of the notice by the Secretary the Management Committee will convene a General Meeting to determine the appeal. At such meeting the applicant's duly authorised agent will be given the opportunity to be heard either orally or in writing as the appellant shall choose. The appeal will be determined by a vote of seventy percent majority of the members present at the meeting eligible to vote. The decision will be final.

## **7.7. RIGHTS & RESPONSIBILITIES OF MEMBER AFFILIATION**

- 7.7.1. All financial Members will have decision-making rights at any Annual General Meeting, Special General Meeting or General Meeting and may enjoy any other benefits that The Association offers.
- 7.7.2. Each Member is entitled to:
  - 7.7.2.1 one vote at any meeting; and
  - 7.7.2.2 nominate up to six delegates to represent it at any meeting of the Association, provided that the details of those representatives must be provided to the Association for approval (before any nominated representative attends any Association meeting).
- 7.7.3. Any right or privilege of a member of The Association is not capable of being transferred or transmitted to another person or group, and terminates on the cessation of membership.
- 7.7.4. Supporters do not have attendance and voting rights at The Association's General Meetings. Supporters may attend general meetings by invitation of the Management Committee or authorised representatives of Environment Tasmania but will not have voting rights.
- 7.7.5. Members, delegates and supporters must comply with the constitutional rules of the Association.
- 7.7.6. Members, delegates and supporters must comply with the association's code of conduct, which is adopted and updated as necessary at general meetings of the Association.
- 7.7.7. Members, delegates or supporters who fail to comply with the rules and code of conduct of the association, or who act in a manner contrary to the objects, purposes, or to the general well-being of the association, can have their membership, supporter, delegate or affiliation status terminated by the membership and/or management committee of the association as outlined in section 29.

## **7.8. WITHDRAWAL**

- 7.8.1. A member of The Association may resign from The Association by delivering or sending by post to the Membership Officer a written notice of resignation.
- 7.8.2. On receipt of a notice from a member under Rule 7.8.1, the membership officer is to remove the name of the member from the register of members and advise the Management Committee.
- 7.8.3. A Member ceases to be a paid up member of The Association thirty [30] days after their paid up subscription lapses and membership fully lapses after twelve months.

## **7.9. PROCESS AND REQUIREMENTS FOR SUPPORTER AFFILIATION**

- 7.9.1. A person or business or group other than Members of The Association can be admitted to supporter affiliation by nomination in accordance with these rules and a decision of the Management Committee.
- 7.9.2. The nomination of a person or organisation for Supporter affiliation of The Association is to be:
  - 7.9.2.1 by completion of the official Supporter affiliation form
  - 7.9.2.2 endorsed by a Member of The Association, and
  - 7.9.2.3 with the written consent of the nominee, and
  - 7.9.2.4 lodged with the Membership Officer of The Association
  - 7.9.2.5 accompanied by the annual supporter subscription.
- 7.9.3. As soon as practicable after receipt of a Supporter nomination, the Membership Officer is to refer the nomination to the Management Committee
- 7.9.4. On nomination being approved by the Management Committee the Membership Officer is to notify the Supporter, in writing, that the Supporter is approved for affiliation with The Association, and upon receipt of the sum payable as the first year's subscription, is to enter the nominee's name in the register of supporters.
- 7.9.5. The decisions of that the Management Committee takes in accepting or refusing Supporter applications will be final.

## **8. MEMBERSHIP AND SUPPORTER SUBSCRIPTION FEES**

- 8.1.1. The annual membership subscription rates payable by Members and Supporters is set and can be altered by the Management Committee.
- 8.1.2. The annual subscription is due and payable on or before the sixtieth day (60 days) of the financial year of The Association.
- 8.1.3. Any initial subscriptions received on or after the first day of July of any year will be construed as membership for the upcoming year.

## **9. REGISTER OF MEMBERS**

- 9.1.1. The Membership Officer will keep, or cause to be kept, an up to date Register of Members and Supporters in which will be entered their names, addresses and other details and the amounts of the Annual Subscription.
- 9.1.2. The Membership Officer is responsible for ensuring the accuracy of this register.
- 9.1.3. It is the duty of all Members and Supporters to notify the Membership Officer of any change of address.
- 9.1.4. A Member becomes a paid up Member of The Association when his, her or its name is entered in the register of Members.
- 9.1.5. A Member ceases to be a Member of The Association when his, her or its name is removed from the register of Members.
- 9.1.6. The Register will be open for inspection at all reasonable times by any Member who previously applied to the Membership Officer for such inspection. A Supporter does not have the right to inspect the membership register.
- 9.1.7. The Association will build and maintain a database of information pertaining to its Members and supporters.
- 9.1.8. Membership or supporter affiliation is not public information and disclosure of any affiliation requires the consent of all relevant parties. Such consent will be sought by the Membership Officer.

## **10. INDEPENDENCE OF MEMBER ORGANISATIONS**

### **10.1. NOTWITHSTANDING ANYTHING IN THESE RULES:**

- 10.1.1. A Member has the right to dissent from or abstain from voting on any resolution passed at a General Meeting. Where a Member wishes to record its dissent or abstention, it has the right to do so and the Secretary will ensure such record is shown in the minutes of the meeting.
- 10.1.2. A decision of the Association is binding on any Member who has agreed to the decision.
- 10.1.3. There will be no limitation of freedom of Members to take any action on any matter that they choose, regardless of the action taken by The Association on that matter . However, a Member will not use The Association's name or involve The Association in any way without sanction of The Association.
- 10.1.4. Delegates at General Meetings will not formally discuss or vote on any matter relating to the internal affairs of any Member except with the written consent of the Member.

## **11. ASSETS AND INCOME.**

- 11.1.1. The assets and income of The Association, however derived, will be applied solely towards the objects and general powers of The Association.

- 11.1.2. Except in the case of payment for services rendered, goods supplied, honorariums, expenses claimed or rent for premises let, or current bank interest on monies lent to The Association by an employee or Member, no portion of the assets and income of The Association will be paid or transferred, directly, or indirectly, by dividend, bonus, or otherwise to any Member of The Association.
- 11.1.3. Notwithstanding Rule 11.1.2, a Member of The Association, including Management Committee Members, may be employed by The Association to provide specified services to The Association where:
  - 11.1.3.1 such services and terms of appointment are specified either by a General Meeting or Management Committee Meeting
  - 11.1.3.2 the terms of any such appointment will be unaffected by any change to that person's status as a Member of the Management Committee

## **12. FINANCIAL RECORDING AND ACCOUNTING.**

- 12.1.1. True accounts will be kept of all sums of money received and expended by The Association and the matter in respect of which the receipt or expenditure takes place and of the property, assets and liabilities of The Association and subject to any reasonable restrictions as to time and manner of inspecting them that they may be imposed by The Association, those contents will be open to the inspection of the Members.
- 12.1.2. The Treasurer of The Association or an authorised representative on their behalf, will, on behalf of The Association receive and immediately receipt all monies paid to The Association and keep records and accounts in such form as the Management Committee may direct.
- 12.1.3. The Treasurer will be responsible for the safe custody of the books, documents and securities of The Association.
- 12.1.4. The accounts, books and records will be kept at The Association's office or such other place as the Management Committee may decide.
- 12.1.5. The Management Committee may open, with such bank or other financial institution as the Management Committee selects, accounts in the name of The Association into which all monies received will be paid as soon as possible after receipt.
- 12.1.6. All cheques, bills of exchange, promissory notes and other negotiable instruments will be signed by two authorised persons nominated by the Management Committee for this purpose.
- 12.1.7. All payments will be authorised by the Management Committee. The Management Committee can delegate the authorization of payments to the CEO or Director or appropriate nominee under an agreed budget or payments protocol.

### **12.2. PETTY CASH**

- 12.2.1. Petty Cash will be managed by the Treasurer or their authorised nominee.
- 12.2.2. A sum not exceeding \$200.00 or such other sum as set by the Management Committee will be held in petty cash.

12.2.3. Receipts will be obtained and presented for each expenditure.

12.2.4. A petty cash record book will be kept at The Association's office or at such other place as the Management Committee decides.

### **12.3. AUDITOR**

12.3.1. At each Annual General Meeting of The Association, an Auditor who is a registered company auditor (within the meaning of the Companies (Tasmania) Code) will be appointed.

12.3.2. The person so appointed will hold office until the next Annual General Meeting.

12.3.3. If an appointment is not made at the Annual General Meeting, or if a vacancy occurs during the term of an existing appointment, the Management Committee will appoint an auditor of The Association for the then current financial year.

12.3.4. An auditor may only be removed from the office by Special Resolution of a Special General Meeting.

12.3.5. The Auditor has a right of access to all records of The Association and may require from the Management Committee and employees of The Association such information as may be necessary for the audit to be completed.

12.3.6. The accounts of The Association must be examined at least once in each financial year by the Auditor.

### **12.4. AUDITORS REPORT**

12.4.1. An auditor's report must be presented to the Annual General Meeting.

12.4.2. The Auditor's report will state whether all necessary information was provided, whether the accounts were properly maintained and drawn up so as to exhibit a true and correct view of the financial position of The Association and whether the rules relating to the administration of the funds have been observed.

## **13. NOTICES**

13.1.1. A Notice is deemed to have been properly served if delivered to the Member personally or if posted to the postal, facsimile or email address of the Member as shown in the Register of Members or if inserted in The Association's Newsletter which is sent to the address of the Member as shown in the Register of Members.

### **13.2. NOTICE OF MEETINGS**

13.2.1. At least fourteen (14) days notice will be given to all Members of all General Meetings, Annual General Meetings or Special General Meetings of The Association unless such meeting is called for or includes proposed change to these Rules, in which case twenty one (21) days notice will be given.

13.2.1.1 Such notice will state the time, place and nature of the meeting and will set forth the business to be transacted, including any proposed alterations to these Rules.

- 13.2.2. The Annual General Meeting will be specified in the notice that advises of it.
- 13.2.3. Written notice of a General Meeting must specify: place, day and time for the meeting and the nature of the business to be dealt with at the meeting in the form of an agenda and include any papers pertaining to that agenda.
- 13.2.4. No business other than that of which notice has been given as herein provided will be conducted at such meeting except where an unforeseen, urgent issue arises in which case additional agenda items will be managed at the discretion of the Chairperson and Secretary or their nominee and, following the identification of the urgent issue, an adjusted agenda will be emailed to all Members, if possible.

#### **14. QUORUMS FOR MEETINGS.**

- 14.1.1. No item of business will be transacted at any meeting unless a quorum of Members is present at the meeting.
- 14.1.2. A quorum for a Special General Meeting called to decide dissolution of The Association where numbers of Association Members has fallen below five (5), will be at least twenty percent (20%) of the Members.
- 14.1.3. In all other cases, a quorum for an Annual General Meeting and/or a Special General Meeting will be either twenty percent (20%) of Members or eight (8) whichever is less.
- 14.1.4. A quorum for a General Meeting will be either twenty percent (20%) of Members or eight (8) whichever is less.
- 14.1.5. A quorum for a Management Committee Meeting will be three (3) Members or at least 50% of the Management Committee whichever is less.
- 14.1.6. If within a half hour after the appointed time for the commencement of a Special General Meeting, a quorum is not present, that meeting will be dissolved and adjourned to a later date.
- 14.1.7. If within a half hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting will be held anyway with decisions made in the absence of a quorum will be ratified at the next regular General Meeting [or at a Special General Meeting convened for the purpose in accordance with Rule 18 and/or business will be deferred to the next General Meeting.
- 14.1.8. If within a half hour after the appointed time for the commencement of a Management Committee Meeting, a quorum is not present, then that meeting will be dissolved and adjourned to a later date.
- 14.1.9. Supporters are not eligible to attend general Meetings unless invited and have no voting rights.

#### **15. MEETING PROCESS AND DECISION MAKING.**

- 15.1.1. Decisions at all meetings of The Association will be made wherever possible by consensus of the Members present. Sufficient time will be allowed for discussion, including provision for non-decision-making meetings on contentious issues.

- 15.1.2. Consensus in these rules will be deemed to have been reached when the participants at a meeting resolve to not disagree with a proposal that is being decided.
- 15.1.3. Where consensus cannot be reached on a particular issue it must be determined whether the decision is crucial for that meeting. If the consensus decision is that the issue is not immediately crucial, it may be adjourned to the next meeting.
- 15.1.4. Reasons for dissenting opinion that lead to a democratic vote instead of consensus can be recorded in the minutes if a request is made at the time.
- 15.1.5. Working Groups may be established by the Management Committee or General Meeting under Rule 23 to work on particular issues and to assist in the decision making process on contentious issues.
- 15.1.6. Proxy votes will be accepted at Special, General and/or Annual General Meetings of The Association.
- 15.1.7. Observers to meetings of The Association will be allowed at the discretion of the Management Committee.
- 15.1.8. The tape or other (digital) recording of meetings by Delegates or others attending a meeting of The Association will be allowed solely at the discretion of the Management Committee expressed in writing and included in the agenda.

## **15.2. CONDUCT OF MEETINGS**

- 15.2.1. The Association may meet for any purposes in connection with implementing and achieving its objects, adjourn, and otherwise regulate its meetings in accord with provisions of these Rules.
- 15.2.2. Business at any meeting of The Association will be dealt with in the manner here provided:
  - 15.2.2.1 An item of business will be placed on the agenda of a meeting and the method and allotted time for dealing with the item will be set and agreed upon
  - 15.2.2.2 Sufficient time will be given in discussion, with full and open accommodation of different views in keeping with (Rule 15.3), to allow amendments to be formulated and a consensus of opinion to emerge
  - 15.2.2.3 Where there is general agreement on an original or an amended proposal the mover from amongst the Members will be identified by the facilitator for minute-taking purposes.
- 15.2.3. The Association will use meeting procedures:
  - 15.2.3.1 that give the mover of a proposal sufficient time to address the matter
  - 15.2.3.2 that give subsequent speakers equal opportunity to express views on and to question the proposal
  - 15.2.3.3 that guarantee the right of speakers to be heard.
  - 15.2.3.4 that set and extend in a particular instance the time permitted for discussion
  - 15.2.3.5 that ensure that the matter at hand is addressed through open and rational deliberation and that matters are resolved

15.2.3.6 that facilitate consensus amongst the Members of The Association.

15.2.4. Any proposal thus arising at any meeting will be decided after reasonable consideration by a proposal carried according to the processes contained in the Rule 15.

### **15.3. CONSENSUS DECISIONS AND VOTING**

15.3.1. At any General Meeting a proposal put to the decision of the meeting will be decided on a show of hands unless a poll is (before or on declaration of the result of the show of hands) demanded by at least two Members, and, unless a poll is demanded, a declaration by the chair person that a resolution has, on a show of hands, been carried or carried unanimously (agreed), or by a particular majority, or lost.

15.3.2. An entry to that effect in the records of the proceedings of The Association will be evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that proposal.

15.3.3. When consensus is reached it will be recorded with the word "agreed" and when won by vote the word "carried" will be used and if not successful the word "lost" will be used.

15.3.4. On a show of hands or on a poll every Member organisation represented at any meeting will have one vote of equal value.

15.3.5. At any General Meeting a proposal will be carried only if agreed by the Members present at the meeting unanimously, or where after following the process set out in the Rule 15.2 Conduct of Meetings, the Members cannot reach consensus and disagreement persists the question will be decided by a vote. In the case where consensus cannot be reached and a vote is needed, then a resolution will be carried by a majority of not less than seventy percent (70%) of Members present and voting.

15.3.6. Each Member organisation is entitled to nominate up to six delegates who have the authority to attend General Meetings of The Association. The Membership Officer or Secretary of The Association will be notified in writing by the Member of all such nominations, replacements and withdrawals. Only those delegates so nominated are accredited to attend and vote at general meetings.

15.3.7. Regardless of the number of a Member's delegates attending any meeting or working group that and any other Member organisation only has one vote.

15.3.8. It is permissible for a person to be a delegate for more than one Member organisation provided that person has been duly nominated by all of the Member organisations the person seeks to represent.

15.3.9. Supporters are not entitled to participate or vote at any General Meetings of The Association.

### **15.4. RESOLUTIONS IN WRITING AND PROXIES**

15.4.1. A proposal decided without the convening and conduct of a Management Committee meeting, so long as it is carried by an 70% majority of the Management Committee members entitled to vote, will be as valid and

effectual as if it had been passed at a meeting of the Management Committee duly convened and held and must be properly recorded.

- 15.4.2. A proposal decided without the convening and conduct of a General Meeting, so long as it is carried by an 70% majority of the Members of The Association entitled to vote, will be as valid and effectual as if it had been passed at a General Meeting of The Association duly convened and held and must be properly recorded.
- 15.4.3. Any such proposals will be in written or electronic form, signed by and with the written expression of the vote of those Members of the Management Committee or The Association, as the case may be, entitled to vote.
- 15.4.4. Voting by proxy will be on items approved by the Management Committee to be concluded by a vote in Special, General or Annual General Meetings provided that:
  - 15.4.4.1 the proxy is given in written or electronic form,
  - 15.4.4.2 the proxy delegates authority to a person who is entitled to vote in a General Meeting,
  - 15.4.4.3 no one Member will hold more than 5 proxy votes;
  - 15.4.4.4 voting, in writing or by proxy will only be on items previously notified under Rules 13 and 13.2 Notice of Meetings, as subject to a vote without further discussion.
- 15.4.5. Resolutions in writing and proxy votes will not be exercised in a manner inconsistent with Rule in 15.3.

## **15.5. FACILITATION AT GENERAL MEETINGS**

- 15.5.1. The Chairperson or a nominee or in his/her absence, the Deputy Chairperson or a nominee may facilitate at General Meetings of The Association.
- 15.5.2. The Facilitator for any General Meeting, where practical, will be named in the agenda circulated in advance of the meeting.
- 15.5.3. The Management Committee may appoint an independent and/or professional facilitator to conduct any meeting of The Association to assist in the process of discussion and decision-making, especially on contentious issues.
- 15.5.4. If the Chairperson and Deputy Chairperson are absent from a General Meeting, and no other appointed facilitator is present, the delegates and Members present will elect one of their number to facilitate the meeting.

## **16. ANNUAL GENERAL MEETING.**

- 16.1.1. The Association will hold an Annual General Meeting (AGM), not later than 6 months after the close of the financial year.
- 16.1.2. The Annual General Meeting will be in addition to any other General Meetings held in the same year.

**16.2. ORDINARY AGM BUSINESS**

16.2.1. The ordinary business of the Annual General Meeting will be:

- 16.2.1.1 to confirm the minutes of the previous Annual General Meeting and of any General Meeting held since that meeting
- 16.2.1.2 to receive from the Management Committee, auditor, CEO and other employees of The Association reports of the activities and transactions of The Association during the previous financial year
- 16.2.1.3 to appoint the auditor
- 16.2.1.4 to elect the officers of The Association and the Management Committee Members
- 16.2.1.5 to determine the remuneration for the auditor

16.2.2. The Annual General Meeting, will decide on a schedule of dates of General Meetings for the upcoming year and circulate that schedule to all Members.

**16.3. ELECTION OF MANAGEMENT COMMITTEE**

- 16.3.1. If the number of nominations for the Management Committee received by the Secretary is equal to the number of vacancies to be filled, the persons nominated will be deemed to be elected.
- 16.3.2. At each Annual General Meeting, the whole of the Management Committee will retire but will be eligible for re-election.
- 16.3.3. To be eligible to stand for election to the Management Committee a person must be a current delegate of a Member organisation,
- 16.3.4. The Members of the Management Committee will be elected by ballot.
- 16.3.5. Any two Members may nominate any eligible person for a position on the Management Committee. Such nomination in writing, signed by the nominee and the delegates of the nominating Members, will specify whether the nomination is for office bearer or ordinary committee Member and be lodged with the Secretary prior to the commencement of the Annual General Meeting at which the election is to take place. Should, at the commencement of such meeting, there be an insufficient number of nominations, nominations may be taken from the floor of the meeting, but only for positions for which there are no nominees.
- 16.3.6. The Management Committee will consist of a minimum of five (5) and a maximum of twelve (12) Members elected at the Annual General Meeting.
- 16.3.7. A call for nominations will be issued to Members with the Annual General Meeting notification.
- 16.3.8. The current delegates of paid up Member organisations are entitled to vote at the AGM.
- 16.3.9. Office Bearers of the Management Committee will be:
  - Chairperson
  - Deputy Chairperson
  - Secretary
  - Treasurer
  - Membership Officer

16.3.10. In addition the following positions may be created:- Assistant Treasurer, Assistant Secretary and Fundraising Coordinator.

16.3.11. The offices of Chairperson, Deputy Chairperson, Secretary, Membership Officer and Treasurer must be filled by separate members.

## **17. THE PUBLIC OFFICER**

17.1.1. The Office of Public Officer will be appointed by the Management Committee.

17.1.2. The Public Officer will not be an office bearer or employee of The Association.

17.1.3. The Public Officer must be resident in Tasmania and will not be the auditor.

17.1.4. If the position of Public Officer falls vacant it must be filled by the Management Committee according to Rule 20.3.3.

17.1.5. The Public Officer has the right to attend and participate in any meeting of The Association.

## **18. SPECIAL GENERAL MEETINGS.**

18.1.1. Special General Meetings may be called by Management Committee or by The General Meeting or by at least five (5) Members of The Association.

18.1.2. Where five or more Members of The Association call for a Special General Meeting they will do so by a requisition to the Management Committee. The Management Committee will then send notice to convene the Special General Meeting on behalf of the Members.

18.1.3. Any requisition for a Special General Meeting must state the objects of the meeting, and be signed by the people making the requisition.

18.1.4. Where the Management Committee fails to send notice to convene the Special General Meeting within six weeks of the written advice by five or more Members, the Members themselves may convene the Special General Meeting.

18.1.5. All reasonable expenses incurred by requisitionists in convening a Special General Meeting are to be refunded by the Association.

## **19. GENERAL MEETINGS**

19.1.1. The General Meeting is the principal policy-making meeting and general forum of The Association. The General Meeting will be accountable and transparent to Members as will any Working Groups established by it. The General Meeting is the place where common ground is sought and achieved.

19.1.2. The General Meeting is only open to attendance and participation from Members.

- 19.1.3. The General Meeting will provide direction and may delegate implementation responsibility to the Management Committee
- 19.1.4. A minimum of four General Meetings will be held each year and a maximum of eight General Meetings may be scheduled.
- 19.1.5. A proposal in writing signed by 70% of the Members of the General Meeting will be as valid and effectual as if it had been decided at a General Meeting duly convened and held. For this provision to be enacted all Members must have received by letter a copy of the proposal or proposals. A period of 7 days must be allowed for any decision.
- 19.1.6. Guest speakers may be invited to a General Meeting for whatever purpose by The Management Committee.
- 19.1.7. Non-members can only be invited to attend a General Meeting by The Management Committee.
- 19.1.8. The Management Committee will report in writing to every General Meeting on the activities of The Association. The Management Committee should attend the General Meetings.
- 19.1.9. The Association reserves the right to hold closed sessions at any stage when deemed necessary by the meeting.
- 19.1.10. Any guest speaker or other non-member, where practical, will be named by The Management Committee when the agenda is circulated.

**19.2. OTHER FUNCTIONS AND POWERS OF THE GENERAL MEETING:**

- 19.2.1. The General Meeting is responsible for providing advice to the Management Committee for selection and control of all representatives both for media purposes and other interactions with the public and or governments or other bodies.
- 19.2.2. The General Meeting will develop and maintain a communication strategy, deciding what communication mechanisms it will build and deploy to provide both internal and external communication.
- 19.2.3. The General Meeting will set broad financial goals and provide broad administrative direction to the Management Committee which will administer The Association.
- 19.2.4. Agreements reached at a General Meeting will remain current until such time as they are revoked or amended by a decision of a General Meeting.

**19.3. POWERS REGARDING MANAGEMENT COMMITTEE**

- 19.3.1. Any Member of the Management Committee may be removed by a General Meeting of Members if it is decided that the person is convicted of an indictable offence, or fails to comply with any of the provisions of these Rules or The Act; or conducts him or herself in a manner considered to be injurious or prejudicial to the character or interests of The Association.
- 19.3.2. The Management Committee Member concerned will be given a full and fair opportunity of presenting his or her case and if the General Meeting resolves to terminate his or her membership it will instruct the Secretary or Chairperson to advise the Management Committee Member in writing accordingly.

- 19.3.3. A person whose Management Committee membership has been terminated may within one month of receiving written notification thereof, lodge with the Secretary or Chairperson written notice of his or her intention to appeal against the decision.
- 19.3.4. Upon receipt of a notification of intention to appeal against termination of Management Committee membership the Secretary will convene, within one month of the date of receipt by him or her of such notice, a Special General Meeting to determine the appeal.
- 19.3.5. At any such meeting the applicant will be given the opportunity to fully present his or her case and any Members so wishing will likewise have the opportunity of presenting its or their case. The appeal will be determined by the vote of the Members present at such meeting and the decision will be final.

## **20. MANAGEMENT COMMITTEE, ITS FUNCTIONS AND MEETINGS.**

- 20.1.1. The Management Committee will be elected at the Annual General Meeting and will administer The Association.
- 20.1.2. The Chairperson, Deputy Chairperson, Secretary, Membership Officer and Treasurer will hold office until a new election for such offices is held at the Annual General Meeting
- 20.1.3. The business of The Association, will be administered by the Management Committee and/or its delegates who will make recommendations and provide reports to General Meetings as appropriate.
- 20.1.4. The Management Committee can meet once every month and will meet at least once every two months independently of the General Meeting to discuss and action tasks.
- 20.1.5. The Management Committee will set its own meeting dates in keeping with these Rules.
- 20.1.6. The Chairperson and Secretary will set the agenda based on input from the previous General Meeting and Management Committee meeting, from other committee members, from correspondence, public notices, advice from employees and input from Members and provide it to the Secretary for circulation.
- 20.1.7. The Secretary will provide to each Management Committee Member at least five (5) working days prior to the meeting, written notice of date, time and meeting place and indicative agenda.
- 20.1.8. An Honorarium will be available to office bearers of The Association. This Honorarium will be set and reviewable by the Annual General Meeting. As well, reasonable out of pocket expenses will be covered in keeping with policy of The Association.

## **20.2. DECISIONS OUTSIDE OF MEETINGS**

- 20.2.1. A proposal in writing or by email agreed to by 70% of the Members of the Management Committee will be as valid and effectual as if it had been decided at the meeting of the Management Committee duly convened and held with 5 days notice as practical.

- 20.2.2. Phone conferencing can be used to facilitate decision-making and decisions made by all the Members of the Management Committee will be as valid and effectual as if it had been passed at the meeting of the Management Committee duly convened and held.

### **20.3. VACATED POSITIONS**

- 20.3.1. If the maximum number of Management Committee Members allowable is not elected at the Annual General Meeting, or if a vacancy occurs between Annual General Meetings, the General Meeting may appoint additional Member/s to fill the vacancy/ies. Positions of office bearers must be filled as soon as possible after being vacated, provided there is a minimum number of 5 Management Committee Members.
- 20.3.2. Management Committee positions are vacated:
- 20.3.2.1 by resignation. Management Committee Members may resign by written notice to a Management Committee meeting. Advice of such a resignation will be tabled at the next General Meeting.
  - 20.3.2.2 upon death of a Management Committee Member
  - 20.3.2.3 upon expiry of Association membership of the Management Committee Member
  - 20.3.2.4 upon the expulsion from membership of The Association of the Management Committee Member
  - 20.3.2.5 when a Management Committee Member is absent from two (2) consecutive meetings without apology
  - 20.3.2.6 when a Management Committee Member is absent from four (4) consecutive meetings with apology.
  - 20.3.2.7 In the event that a Management Committee Member is not of sound mind, under the relevant Act.
  - 20.3.2.8 Following a resolution of The General Meeting pursuant to Rule 19.3
- 20.3.3. The Management Committee will appoint and can retire a Public Officer. This position is not subject to annual election.
- 20.3.4. A person who is declared bankrupt cannot hold the position of Treasurer and if a person elected as Treasurer becomes bankrupt, that position would automatically become vacant. This does not preclude a person who is bankrupt from holding another office or being a member of the Management Committee.

### **20.4. OPEN MEETINGS AND STATUS FOR NON-COMMITTEE MEMBERS**

- 20.4.1. Members and employees can attend Management Committee meetings by either invitation or written application to the Secretary.
- 20.4.2. Members and employees will have observer status at the meeting with no voting or participation rights unless they are requested to provide advice to or otherwise participate in the meeting.
- 20.4.3. The Management Committee has the right to declare a matter confidential where it relates to:
- 20.4.3.1 conduct of an employee

- 20.4.3.2 legal advice or proceedings
- 20.4.3.3 anything sub-judice, or subject to Parliamentary privilege
- 20.4.3.4 sensitive business, political, financial interests the open discussion of which could prejudice outcomes
- 20.4.3.5 in confidence documents or information supplied to the Management Committee
- 20.4.3.6 open discussion of any other matter which the Management Committee believes would not be in the best interests of The Association.
- 20.4.4. When a matter is declared confidential any or all invitees to the meeting can be ordered to leave the room.

## **20.5. FUNCTIONS AND ROLES OF THE MANAGEMENT COMMITTEE**

- 20.5.1. The Management Committee will organise the logistics for the General Meetings:- issue notices and invitations, administer finances and financial reports and budget proposals, ensure adequate meeting facilitation and make certain accurate minutes of decisions are recorded, retained and circulated.
- 20.5.2. The Management Committee will ensure that a properly maintained record of minutes of every meeting of the Association, its own meetings and every Working Group is achieved. Records of minutes will be kept in accordance with Rule 20.5 of the constitution and can be made available for inspection by members of the Association by appointment with the Secretary. The Management Committee has the right to declare a matter, document or meeting record(s) confidential where it relates to items such as those identified in section 20.4.3 of the constitution.
- 20.5.3. The Management Committee will apply for funding through ethical sources, including acting upon Proposals from the General Meeting and will develop financial plans that seek to maximise Environment Tasmania's independence and campaign capacity
- 20.5.4. The Management Committee will make recommendations to the General Meeting in relation to any changes to structuring that may be thought necessary as The Association develops and grows.

## **20.6. MEMBERSHIP MANAGEMENT**

- 20.6.1. The Management Committee will manage the membership of The Association by initial filtering of applications for memberships with recommendations to the General Meeting for final acceptance or rejection, maintenance of a membership database, collection of membership dues, setting the prescribed membership fees and making recommendations to the General Meeting on fee structure.

## **20.7. COMMUNICATION ROLES OF THE MANAGEMENT COMMITTEE**

- 20.7.1. To oversee the implementation of an agreed communication strategy.
- 20.7.2. To communicate with the Members, when it is felt by the Committee or on the direction of three Members that The Association needs to act in any one of its roles, and when a General Meeting is not possible within a reasonable time frame.

- 20.7.3. To facilitate dialogue and liaison with other peak bodies and/or government agencies as appropriate, and where practical as directed by the General Meeting.

**20.8. EMPLOYMENT MANAGEMENT ROLES OF THE MANAGEMENT COMMITTEE**

- 20.8.1. To create and/or dissolve employment positions.
- 20.8.2. To ensure appropriate and effective management of employees.
- 20.8.3. To determine the remuneration of employees.

**20.9. OTHER FUNCTIONS AND ROLES OF THE MANAGEMENT COMMITTEE**

- 20.9.1. In consultation with staff make recommendations to The General Meeting on overall strategic direction and campaign priorities of Environment Tasmania.
- 20.9.2. To ensure that Environment Tasmania is responsive to community concerns and develops the capacity to catalyse and coalesce campaign resources on agreed priorities across the state.
- 20.9.3. To develop and implement a fundraising strategy that meets Environment Tasmania's objectives.
- 20.9.4. To recommend to the AGM the appointment of the auditor and ensure that the annual audit meets statutory requirements.

**21. THE CHIEF EXECUTIVE OFFICER**

- 21.1.1. A Chief Executive Officer (CEO) may be employed.
- 21.1.2. A Chief Executive Officer (CEO) position can be created by a General Meeting and will consider the advice of The Management Committee.
- 21.1.3. The CEO will be selected by The Management Committee.
- 21.1.4. A salary package will be developed by The Management Committee.

**21.2. DIRECTION, DUTIES, REPORTING AND POWERS**

- 21.2.1. The CEO will be responsible to The Management Committee and provide reports and information on his or her activities to The General Meeting.
- 21.2.2. The CEO has no voting or other decision making rights at either The Management Committee meeting and/or a General Meeting.
- 21.2.3. The CEO attends a Management Committee meeting by invitation and has a right and obligation to attend and participate in a General Meeting.
- 21.2.4. The Management Committee will provide direction to the CEO. The CEO must also take account of all General Meeting decisions, policies, positions and procedures put in place under these Rules.
- 21.2.5. The role, responsibilities and accountability of the CEO will be defined further through a planned Working Group process that allows input from both The Management Committee and The General Meeting.
- 21.2.6. A CEO may act as a spokesperson for The Association.

- 21.2.7. A CEO's duties should include day to day managerial control of other employees of The Association.
- 21.2.8. The CEO will not be the facilitator at a General Meeting or a Management Committee meeting.

### **21.3. DISMISSAL PROVISIONS**

- 21.3.1. A CEO may be dismissed by a Special General Meeting, called solely for that purpose, and that meeting must consider the written advice of The Management Committee.
- 21.3.2. A CEO may be removed by The Management Committee or a General Meeting of Members if it is decided that the CEO is convicted of an indictable offence, or fails to comply with any of the provisions of these Rules or The Act, or conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interests of The Association or fails to provide adequate performance of duties.
- 21.3.3. In the event that a CEO is dismissed by The Management Committee a full report stating the reasons of the dismissal will be circulated to Members within 14 days and the issue must be placed on the agenda of the next General Meeting.

### **22. INDEMNITY**

- 22.1.1. No Management Committee Officer or member of a Working Group working for The Association will be liable for the acts or defaults of any other person working for The Association for any error of judgment on her/his part or for any loss or damage resulting from the performance of her/his duties. No person will be entitled to be indemnified out of the funds of The Association for any liability incurred by her/him without specific authorisation by The Association.

### **23. SUBCOMMITTEES.**

- 23.1.1. Subcommittees are called Working Groups.
- 23.1.2. Any number of Working Groups may be formed or disbanded by either The General Meeting or The Management Committee.
- 23.1.3. Working Groups will operate under the decision-making process and within the objects, general powers and all provisions of these Rules as well as any policies set by The Association.
- 23.1.4. Notwithstanding Working Groups will have as much power as the General Meeting or Management Committee divests.
- 23.1.5. The General Meeting or the Management Committee will prescribe the terms of reference, objects, its powers, ambit, duration, responsibilities and duties of any Working Group as is deemed necessary, practical and appropriate. Working groups will ideally have an identified facilitator and a minute-taker position filled at the time the Working Group is formed.

- 23.1.6. The Facilitator of the Working Group will be a delegate of a Member and will be responsible for ensure reporting back occurs with recommendations to the General Meeting or the Management Committee as the case may be.
- 23.1.7. A Working Group may have a minimum of three and maximum of 40 participants.
- 23.1.8. Any Member can nominate one or more, to a maximum of four, delegates to a Working Group.
- 23.1.9. Members will form at least 50% of any Working Group wherever reasonably possible.
- 23.1.10. Non-members and/or Supporters may be invited onto Working Groups with the consent of either the General Meeting, the Management Committee or a simple majority of the working group itself.
- 23.1.11. Working Groups will report to and bring recommendations back, in writing, to either the General Meeting or Management Committee, for further action.
- 23.1.12. The names of all members of a Working Group will be provided to both the General Meeting and The Management Committee.

## **24. POLICY, REGULATIONS AND POSITION STATEMENTS**

- 24.1.1. Policies will be consistent with objects of The Association.
- 24.1.2. Policy is decided by Members at General Meetings.
- 24.1.3. Policy proposals may be prepared by the Management Committee, any Member organisation or group or a group of Members or the General Meeting. Where appropriate, proposals may also be prepared by Management Committee members, employees, supporters or individual delegates.
- 24.1.4. Any policy proposal will be placed on the agenda and circulated at least 14 days in advance of the next General Meeting.
- 24.1.5. A Position Statement can be developed in the same way as a policy and will usually relate to specific issue or subject.
- 24.1.6. Regulations can be developed in the same way as a Policy and will provide additional guidance of the operation of The Association where deemed necessary and will be consistent with the provisions of these Rules and operate under it.
- 24.1.7. Policy, Regulations or Position Statements may be amended or revoked by a General Meeting of The Association.
- 24.1.8. The Association will adopt and/or develop a code of ethical conduct under these Rules. The Code will have the same status as a Policy of The Association.
- 24.1.9. The Association will develop and maintain a relevant a strategic plan consistent with the objects and general powers of The Association.

## **25. ENVIRONMENT TASMANIA REPRESENTATIVES**

- 25.1.1. A person may operate in the name of Environment Tasmania only with the specific authority of the General Meeting or Management Committee.
- 25.1.2. The General Meeting may select and/or endorse Member organisations or its delegates or employees or Officers of The Association to operate as Environment Tasmania representatives.
- 25.1.3. In the event that no representative has been selected the Chairperson or the Deputy Chairperson or the Secretary or, if appropriate, employee(s), or volunteer(s) can perform this function.

## **26. PUBLIC STATEMENTS**

- 26.1.1. There may be more than one spokesperson for The Association at any one time. However The Chairperson and the Secretary and the CEO and/or such other person delegated by the General Meeting or the Management Committee of The Association will be recognised by the Members and the Management Committee as spokespersons for The Association.
- 26.1.2. These Rules notwithstanding the Management Committee has the power to control the activities of spokespersons.
- 26.1.3. Any financial Member, it's delegate or an employee may be appointed to a specified spokesperson role by a decision of a General Meeting. It would be usual that the specified role be limited to the subject matter or issue being covered and for a specified period of time.
- 26.1.4. All public statements made by The Association's spokespersons will be consistent with any formal policies or agreed position statements determined by The Association.
- 26.1.5. Copies of all media releases and articles written in the name of The Association will be supplied to The Secretary (and deposited at The Association's office) as soon as practical after their public release and kept in the records of The Association and circulated to The Association's Members or deemed appropriate.

## **27. DISPUTES AND MEDIATION**

- 27.1.1. The grievance mediation procedure set out below applies between:
  - 27.1.1.1 One Member and another Member
  - 27.1.1.2 A delegate and another Member but excluding the Member being represented by that delegate.
  - 27.1.1.3 A Member and The Association
  - 27.1.1.4 A delegate and The Association
  - 27.1.1.5 A delegate or a Member and The Management Committee.

- 27.1.2. The Parties to the dispute must meet and discuss the matter in dispute and if possible resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- 27.1.3. If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting then the parties must within 14 days hold a meeting in the presence of a mediator.
- 27.1.4. The mediator must be a person chosen by agreement between the parties or in the absence of an agreement a person appointed by the Management Committee.
- 27.1.5. A person who is a mediator can be appointed or employed by a Working Group of The Association convened for the purpose. A Member can be a mediator.
- 27.1.6. The mediator cannot be a party to the dispute.
- 27.1.7. The Parties to the dispute must in good faith attempt to settle the dispute by mediation.
- 27.1.8. The mediator in conducting the mediation must give the affected parties every opportunity to be heard, allow due consideration by all parties of any written statement submitted by any party and ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 27.1.9. The mediator must not determine the dispute.
- 27.1.10. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute with recourse to the law.
- 27.1.11. A dispute between a Member of the Association in the capacity as a Member and the Association is to be determined by arbitration in accordance with the provisions of the Commercial Arbitration Act 1986.
- 27.1.12. Costs incurred through any dispute may be shared equally by both/all parties subject of the dispute. The mediator will decide on costs after listening to representations on the matter.
- 27.1.13. Parties to the dispute will not engage in vexatious and or frivolous behaviour and will make every attempt to resolve the dispute amicably.
- 27.1.14. The decision of a dispute will be recorded in writing and kept in the confidential files of The Association.

## **28. DISCLOSURE AND CONFLICT OF INTEREST.**

- 28.1.1. A Member of The Association or its delegate or a Member of the Management Committee, hereafter referred to as a party, who has an interest in a contract or arrangement made or proposed to be made with The Association will disclose such interest at the first meeting of the Management Committee at which that contract or arrangement is first considered.
- 28.1.2. A party who is absent from the meeting where the contract or arrangement is first considered and/or becomes aware of his or her interest subsequent to the meeting will disclose that interest at the next meeting, or where likely

to be absent from the next meeting, in writing to the Management Committee.

- 28.1.3. A party who has an interest in a contract or arrangement after it is made or entered into will disclose that interest at the first meeting of the Management Committee or General Meeting after becoming so interested.
- 28.1.4. If a party has an interest in a contract or arrangement that Member will not vote or be involved in any final decision making on the issue in which that party has an interest.
- 28.1.5. An interest includes either a direct financial interest or an indirect interest due to an existing relationship with the person who is interested.
- 28.1.6. Any delegate of a Member of The Association interested in a paid position with The Association will immediately notify the Management Committee in writing and once having formed the intention of applying for the position, will stand down from any office held until the vacancy is filled.
- 28.1.7. Any two Members may approach any Management Committee Member to specially convene a Management Committee Meeting for the purpose of immediately suspending by an 70% vote a person from his/her position on the Management Committee who appears to act against The Association or the Objects and General Powers of The Association or to have an undisclosed conflict of interest with The Association pending the calling of a Special General Meeting to resolve the matter.
- 28.1.8. The Special General Meeting will be called within a minimum of 14 and maximum of 60 days of the specially convened Management Committee meeting.
- 28.1.9. If the person suspended is an office bearer an Ordinary Committee Member will fill the position temporarily as determined by the Management Committee.
- 28.1.10. If the allegation(s) of acting against The Association, or the objects and purposes of The Association or having an undisclosed conflict of interest is agreed to have occurred the person will resign from his/her position on the Management Committee and the position filled as usual as provided in these Rules.

## **29. EXPULSION OF A MEMBER OR DELEGATE.**

- 29.1.1. The Association through a Special General Meeting has the right to expel a Member from The Association if the Member has failed to comply with the rules or code of conduct of the association, if the member has acted in a manner contrary to the objects or purposes of the association, or if the member has demonstrated conduct considered detrimental to The Association.
- 29.1.2. The process for calling a Special general meeting to propose expulsion of a member, is outlined in Section 18 of the E.T constitution, and requires a 70% majority vote. This vote should be conducted via a secret ballot.
- 29.1.3. The Association through a Management Committee meeting has the right to expel a delegate, supporter or associate from The Association if the delegate, supporter or associate has failed to comply with the rules or code

of conduct of the association, if they have acted in a manner contrary to the objects or purposes of the association, or if they have demonstrated conduct considered detrimental to The Association.

- 29.1.4. The Management Committee will give the Member, delegate, supporter or associate concerned at least 14 days notice prior to the Special General Meeting (in the case of a member) or Management Committee meeting (in the case of a delegate, supporter or associate) at which the expulsion will be considered.
- 29.1.5. The Member, delegate, supporter or associate concerned will have the right to present their case in person or in writing to the meeting that the expulsion is considered and will be given a fair opportunity to be heard, but will not have the right to attend during the final discussion and decision on expulsion.
- 29.1.6. The decision of the Special General meeting or Management Committee meeting will be final.
- 29.1.7. Where the Management Committee or the Special General Meeting is of the opinion that the conduct complained of is not conduct warranting expulsion, the Association will:
  - 29.1.7.1 offer mediation to the Parties in dispute consistent with Rule 27.
  - 29.1.7.2 outline any corrective actions that need to be taken
  - 29.1.7.3 set out in writing the reasons for its decision
  - 29.1.7.4 forward its written decision (stating reasons) to the party(s) concerned, including the Members who proposed the motion, and
  - 29.1.7.5 present its decision to any subsequent General Meeting of the Association

### **30. SEAL OF THE ASSOCIATION.**

- 30.1.1. The seal of The Association will be in the form of a rubber stamp legibly inscribed with the name of The Association encircling the word "Seal".
- 30.1.2. The affixing of the seal is to be attested by the signatures of two Members of the Management Committee; or one member of the Management Committee or any other person the Management Committee may appoint for that purpose and the Public Officer of The Association.
- 30.1.3. The seal will remain in the custody of the Public Officer of The Association.

### **31. DISSOLUTION OF THE ASSOCIATION.**

- 31.1.1. Subject of s.32 of the Associations Incorporation Act 1964, The Association may be dissolved either by special resolution to this effect at a Special General Meeting convened solely for this purpose, or if the membership of The Association falls below five (5) Members.
- 31.1.2. If , on the dissolution of The Association, assets remain after satisfying The Association's outstanding liabilities, those assets will, subject to s. 33 of the Associations Incorporation Act 1964 be distributed in accordance with a

decision at the Special General Meeting convened for the purpose of dissolving The Association to:-

- 31.1.2.1 In the first instance, The Association's financial Member Organisations and/or
- 31.1.2.2 any other organisation which in the opinion of the Members present has objects and purposes similar to those of The Association and is not for profit and/or
- 31.1.2.3 any fund, authority or institution that has been approved for the purposes of s. 78 (1) (a) of the Income Tax Assessment Act 1936 of the Commonwealth, as amended.

### **31.2. MEMBERS LIABILITY UPON DISSOLUTION**

- 31.2.1. Subject always to the limitations stated in Rule 30.2.2 if The Association is wound up every Member of The Association, and every Supporter of The Association and every person who, within the period of 12 months immediately preceding the commencement of winding up, was a Member or Supporter of The Association is liable to contribute:
  - 31.2.1.2 to the assets of The Association for payment of the debts or liabilities of The Association, and
  - 31.2.1.3 for the costs, charges and expenses of the winding up, and
  - 31.2.1.4 for the adjustment of the rights of the contributories among themselves
  - 31.2.1.5 A former Member is not liable to contribute under Rule 31.2.2 in respect of any debt or liability of The Association
- 31.2.2. Any liability under Rule 31.2.1 is not to exceed \$10.00 Australian. (Ten dollars Australian)

### **32. AMENDING THE CONSTITUTION.**

- 32.1.1. The provisions of these Rules, including the objects and general powers of The Association may be altered by a Special Resolution, either by consensus or a democratic vote of Members present at a Special General Meeting of The Association, called solely for that purpose or at an Annual General Meeting.

### **33. ENVIRONMENT TASMANIA PUBLIC FUND**

- 33.1.1. A public fund known as Environment Tasmania Public Fund will be established.
- 33.1.2. The objective of the Fund is to support The Association's environmental purposes and objectives.
- 33.1.3. Members of the public are to be invited to make gifts of money or property to the Fund for the environmental purposes and objectives of The Association.

- 33.1.4. Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund.
- 33.1.5. A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing there on, and gifts to it are to be kept separate from other funds of The Association.
- 33.1.6. Receipts are to be issued in the name of the Fund and proper accounting records and procedures will be kept and used for the Fund.
- 33.1.7. The Fund will be operated on a not-for-profit basis.
- 33.1.8. A committee of management of no fewer than three persons will administer the Fund.
  - 33.1.8.1 The committee will be appointed by the Management Committee of The Association and it will be known as the Public Fund Administrative Committee.
  - 33.1.8.2 A majority of the members of the Public Fund Administrative Committee are required to be “responsible persons” as defined by the Guidelines to the Register of Environmental Organisations.
  - 33.1.8.3 The release of monies from the public fund account and the management of, and sale of, public fund assets must be authorised by the fund’s administrative committee.
  - 33.1.8.4 Members of the public fund administrative committee permanently located in Australia must be the only signatories to the public fund account.
- 33.1.9. The Association must inform the Department responsible for the environment as soon as possible if it changes its name or the name of the Public Fund, or there is a change to membership of the Public Fund Administrative Committee of the Environment Tasmania Public Fund, or there has been any departure from the model rules for public funds set out in the Guidelines to the Register of Environmental Organisations.
- 33.1.10. The Association agrees to comply with any rules that the Federal Treasurer and the Federal Minister with responsibility for the environment may make to ensure gifts made to the Fund are only used for its principal purpose.
- 33.1.11. The income and property of The Association will be used and applied solely in promotion of its objects and no portion will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to Members, directors, or trustees of The Association.
- 33.1.12. Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of The Association and not be influenced by the preference of the donor.
- 33.1.13. The Management Committee of The Association can resolve to wind up the Public Fund and will consider the advice of the Public Fund Administrative Committee.
- 33.1.14. In the event The Association is wound up in accordance with Section 32 of the Act the Public Fund will also be wound up.

- 33.1.15. In the event of the Fund being wound up or dissolved, any surplus assets remaining after payment of the fund's liabilities will be transferred to another fund with similar objectives, that is on the Register of Environmental Organisations and to which tax deductible gifts can be made.
- 33.1.16. Statistical information requested by the Department on donations to the Environment Tasmania Public Fund will be provided within four months of the end of the financial year.
- 33.1.17. An audited financial statement for The Association and its Public Fund will be supplied with the annual statistical return. The statement will provide information on the expenditure of Environment Tasmania Public Fund monies and the management of Public Fund assets.

**END**