

WASSA Constitution 2008

As determined at WASSA AGM 3rd of February 2008.

Effective as of 3rd February 2008.

1. Name

The name of the Association is the Western Australian Sleddog Sports Association Inc.

2. Definitions

Unless the context otherwise requires, the terms specified here-under shall have the meaning defined;

2.1. 'Association' or 'Club' means the Western Australian Sleddog Sports Association Inc;

2.2. The 'Act' means the Associations Incorporation Act 1987;

2.3. 'Committee Member' means the duly elected Members of the Committee of the Club and may include an immediate past President who shall be ex-officio;

2.4. 'Member' means a financial member of the Club;

2.5. References to a person include the legal representatives, successors, and assigns of that person;

2.6. 'Special Resolution' has the meaning given by Section 24 of the Act -

a Resolution is a Special Resolution if it is passed by a majority of not less than $\frac{3}{4}$ of the members of the Association voting in person or by proxy at a General Meeting, of which notice specifying the intention to propose the Special Resolution was given at least fourteen (14) days in advance.

3. Objects

The objects of the Association are:

3.1. To welcome all types of dogs and their owners who are interested in participating in club activities with their dog/s, such as harness work, weight pull, backpacking, obedience training and agility but not limited to these events as appropriate to the individual dog;

3.2. In particular, to promote the "Sleddog breeds" in the above activities;

3.3. To promote and encourage the responsible breeding of all dogs and to encourage all breeders to strive towards continuous improvement in their breeding programs;

3.4. To promote public interest, knowledge and understanding of the "Sleddog breeds" and the activities outlined in 3.1;

3.5. To promote education and awareness of health, breeding and any other pertinent issues regarding all dogs;

3.6. To promote good fellowship and sportsmanship amongst Club Members.

4. Property of the Association

The Association must apply all property and income of the Association towards the promotion of the objects or purposes of the association. No part of that property or income to be paid or otherwise distributed, directly or indirectly, to members of the Association, except in good faith in the promotion of those objects or purposes.

5. Powers of the Association (as conferred by Section 13 of the Act)

The Association may do all things necessary or convenient for carrying out its objects and purposes, and in particular may act -

5.1. To acquire, hold, deal with, and dispose of any real or personal property;

5.2. To open and operate bank accounts;

5.3. To invest its money -

(a) in any security in which trust moneys may be invested; or

(b) in any other manner authorized by the rules of the Association;

5.4. To borrow money upon such terms and conditions as the Association thinks fit;

5.5. To give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;

5.6. To appoint agents and employees to transact any business of the Association on its behalf for reward or otherwise;

5.7. To build, construct, erect, maintain, alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Association;

5.8. Accept donations and gifts in accordance with the objects of the Association;

5.9. Print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Association;

5.10. Provide gifts and prizes in accordance with the objects of the Association;

5.11. Organize social events for Members and the promotion of the Association; and

5.12. To enter into any other contract the Association considers necessary or desirable.

6. Membership

6.1. Membership shall be open to any person who wishes to further the interests of the Association;

6.2. Any person seeking membership shall make application to the Committee, and the Committee shall determine whether the application is successful or not.

Any unsuccessful applicant has the right to appeal in person to the full committee;

6.3. Each person admitted to membership shall be;

(a) bound by the Constitution and By-laws of the Association;

(b) come liable for such fees and subscriptions as may be fixed by the Association;

(c) entitled to all advantages and privileges of membership;

6.4. Membership is not transferable;

6.5. Membership Categories:

(a) Ordinary Member

Any person who is a financial member of the Association is entitled to enjoy the privileges of the Association;

(b) Honorary Member

The Committee of the Club, by Special Resolution of the Committee, may confer Honorary Membership on any person considered worthy thereof, for a period not exceeding one year. An Honorary Member shall be entitled to all privileges of membership, excluding the right to be elected to the Committee;

(c) Junior Member

Any person under the age of 18 years may become a Junior Member.

Junior Members shall have no voting rights nor be entitled to hold any office;

(d) Life Member

The Club may, by Special Resolution passed at an Annual General Meeting of the Club, appoint an Ordinary Member as a Life Member of the Club, in recognition of services rendered to the Club consistent with and directed to attaining and furthering the objects for which the Club was established. Any such resolution must be carried by at least ninety (90%) of the Members present. A Life Member shall be entitled to all privileges of Membership;

(e) Patron

The Association may, at its discretion, elect a patron or vice patron of the Association for such period as may be deemed necessary. Such patron or vice patron shall not be eligible to vote unless they are current members of the Association under another category of membership;

6.6. The Committee shall maintain an up to date register of members of the Association;

6.7. Some form of Club Membership recognition is to be provided to Members. A receipt for membership with the name of the Club enfacd thereon shall be deemed sufficient.

7. Subscriptions

7.1. Membership to be paid on or by **1st February** of each year to be deemed a Financial Member. Any person whose subscriptions shall be unpaid from the 1st February shall be deemed an Un-financial Member and shall not be entitled to any privileges of membership;

7.2. The annual subscription as proposed by the committee (as per 14.3) shall be put to a properly constituted General Meeting, and shall continue to be payable until altered by any subsequent General Meeting. Notice to change the subscription shall appear on the notice paper convening the meeting.

8. Rights of Members

8.1. These rules bind every Member and the Association to the same extent, as if every Member and the Association had signed and sealed these rules and agreed to be bound by all their provisions;

8.2. A Member may at any reasonable time inspect without charge the books, documents, records and securities of the Association. The Member may make a copy of or take an extract from said records, but shall have no right to remove the register for that purpose.

9. Termination of Membership

9.1. Any person's membership may be terminated by the following events:

(a) Resignation;

(b) Expulsion;

(c) a member's annual membership fee remains unpaid after **1st August**

9.2. The Committee shall have the power to suspend or expel any member of the Association for:

(a) false or inaccurate statements made in the member's application for membership of the Association;

(b) breach of any rule, regulation or by-law of the Association; and

(c) any act detrimental to the Association, after having undertaken due inquiry;

9.3. Any member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose. The decision of the General Meeting shall be final.

10. General Meetings

10.1. Annual General Meeting

(a) The Annual General Meeting of the Association must be held within two months of the end of the club's financial year;

(b) The Secretary shall give at least twenty one (21) days notice of the date of the Annual General Meeting to members;

(c) All financial members may attend the Annual General Meeting;

(d) The quorum at the Annual General Meeting shall be the greater of 20, or

1/5 of members residing within 100km of Perth GPO. If, at the end of 30 minutes after the time appointed in the notice for the opening of the Meeting, there be no quorum, the meeting shall stand and adjourn for up to four weeks.

If at such meeting there is no quorum those members present shall be competent to discharge the business of the meeting;

10.2. Special General Meetings

(a) Special General Meetings may be called by the Management Committee, or at the request of the President and Secretary, or on the written request of 1/3 of the Members of the Association;

(b) The Secretary shall give at least fourteen (14) days notice, in writing, of the date of the Special General Meeting to the members. Notice of Special General Meetings shall set out clearly the business for which the meeting has been called. No other business shall be dealt with at that Special General Meeting;

(c) The quorum at the General Meeting shall be as per point 10.1.(d);

(d) If a requested SGM is not convened within 28 days, the Members who made the request may themselves convene the Meeting as if they were the Committee.

11. Voting

11.1. Voting powers at all General Meetings;

(a) The President shall be entitled to a deliberate vote and, in the event of a tied vote, the President can exercise a casting vote;

(b) Each individual financial member present shall have one vote;

(c) Any Member may appoint a proxy to attend and vote on their behalf, this proxy to be given in writing to the committee prior to the voting;

11.2. Voting powers at Committee Meetings;

(a) The President shall be entitled to a deliberate vote, and, in the event of a tied vote, the President can exercise a casting vote;

(b) Each individual committee member present shall have one vote.

12. Elections

12.1. A person will be eligible for election to membership of the Committee where a Member has nominated him for election by delivering signed notice in writing of that nomination, not less than 7 days before the date of the AGM;

12.2. If the number of persons nominated for election to any position does not exceed the number of vacancies in that position, then those persons will be declared duly elected;

12.3. If vacancies remain after such declaration, additional nominations may be accepted from the floor;

12.4. If these nominations do not exceed the number of vacancies, then those persons will be declared duly elected. Otherwise elections will be conducted for the available positions;

12.5. If a vacancy still remains, or in the case of a casual vacancy occurring within the Committee, the Committee may appoint a Member to fill that vacancy, and said Member will hold office until the following election.

13. Management Committee

13.1. Management of the Association shall be vested in the Committee elected by the members at the Annual General Meeting and consisting; of

(a) 4 Office Bearers: President, Vice President, Secretary and Treasurer;

(b) 6 General Committee Members;

(c) Up to two Country and/or Interstate Committee Members;

13.2. All Committee members must be Members of the Association;

13.3. No person shall hold more than one position on the Committee at any one time unless inadequate numbers deem it necessary until the next AGM;

13.4. No person shall be elected to an Office Bearing position without having been a Member of the Club for at least one year;

13.5. No person shall be elected to any other committee position without having been a Member of the Club for at least six months;

13.6. Members are elected to a position for a term of 1 year;

13.7. Office Bearers are eligible to be re-elected to the same position each year;

13.8. A quorum of the Committee shall be half of its members plus one;

13.9. A member of the Committee will lose his or her seat on the Committee for either of the following reasons;

(a) Absence from three or more meetings without leave of absence;

(b) Found not to be a financial member.

14. Powers of the Committee

The Committee shall carry out the day-to-day running of the Association and have the power to:

- 14.1. Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
- 14.2. Fix the manner in which such banking accounts shall be operated upon, providing the Committee passes all payments;
- 14.3. Propose fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
- 14.4. Adjudicate on all matters brought before it which in any way affect the Association.
- 14.5. Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members;
- 14.6. Make, amend and rescind rulings and By-laws;
- 14.7. Have the power to form and appoint any sub committee/s as required for specific purposes;
- 14.8. May at their discretion employ a person or persons to carry out certain duties required by the Association, at salaries or remuneration for such period of time, as may be deemed necessary;
- 14.9. Should a vacancy occur on the Committee during the season, the Committee shall;
 - (a) Advise the membership of the vacancy and, after at least 7 days,
 - (b) Appoint a successor until the next Annual General Meeting;
- 14.10. Appoint an officer/s or agent of the Committee to have custody of the Association's records, documents and securities.

15. Finance

- 15.1. All funds of the Association shall be deposited into the Association's accounts at such bank or recognized financial institution as the Committee may determine;
- 15.2. All accounts due by the Association shall be paid by cheque after having being passed for payment at the Committee Meeting and when immediate payment is necessary, account/s shall be paid and the action endorsed at the next Committee Meeting;
- 15.3. No Committee member shall spend more than a set amount without the consent of the Committee, and shall keep a record and present a receipt of such expenditure;
- 15.4. A statement showing the financial position of the Association shall be tabled at each Committee Meeting by the Treasurer;
- 15.5. A statement of Income and Expenditure, Assets and Liabilities shall be submitted to the Annual General Meeting. Any auditor's report shall be attached to such financial report;
- 15.6. The financial year of the Association shall commence on the 1st February each year. The accounts, books and all financial records of the Association shall be audited from time to time;
- 15.7. The signatories to the Association's account/s will be the Treasurer and any one from the following; President, Vice President, or Secretary;
- 15.8. All property and income of the Association will apply solely to the promotion of the objects of the Association and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

16. Sponsorship

- 16.1. All sponsorship deals and/or donations must be coordinated through the committee;
- 16.2. The Committee shall have the right to veto any proposal for donations or sponsorship.

17. Auditor

- 17.1. The Annual General Meeting shall elect or appoint an Auditor or Auditors;
- 17.2. The Auditor/s shall examine and audit all the books and accounts of the Association no less than once every three years. The Auditor/s shall have the power to call for all books, papers, accounts, receipts etc, of the Association and report thereon to the Annual General Meeting.

18. Common Seal

The common seal of the Association shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or document except pursuant to a resolution of the Committee and in the presence of at least the President and two members of the Committee, both of whom shall subscribe their names as witness.

19. Alterations to the Constitution and By-Laws

- 19.1. No alteration, repeal or addition shall be made to the Constitution except at an Annual General Meeting, or Special General Meeting called for that purpose, and notice to all motions to alter, repeal or add to the Constitution shall be given to members twenty one (21) days prior to the Annual General Meeting, or fourteen (14) days prior to a Special General Meeting called for such purpose;
- 19.2. Alterations to the By-laws can be made only at Committee meetings, provided notice of the proposed alteration/s has been duly notified to all Members at least 7 days previously;
- 19.3. Such motions, or any part thereof, shall be of no effect unless passed by a seventy five percent (75%) majority (Special Resolution) of those present and entitled to vote at the Annual General Meeting, Special General Meeting or Committee Meeting;
- 19.4. Within one month of the passing of a Special Resolution, the Secretary shall notify the Commissioner, Department of Consumer and Employment Protection of the amendment.

20. Dissolution

If, on the winding up of the Association, any property of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of that winding up, that property shall be distributed:

- 20.1. To another incorporated association having objects similar to those of the Association; or
- 20.2. For charitable purposes, which incorporated association or purposes, as the case requires, shall be determined by resolution of the members.

BY-LAWS

A. Annual General Meeting

A. The Agenda for an AGM Shall be:

- a) Opening of Meeting
- b) Apologies
- c) Confirmation of Minutes of previous AGM and Business Arising
- d) Presentation of Adoption of Presidents Report

- e) Presentation and Adoption of Treasurer's statement
- f) Election of New Committee and appointment of Auditor
- g) Vote of thanks to outgoing Committee
- h) Determination of Annual Membership Fee
- i) Notice of Motions
- j) Urgent general business
- k) Closure

B. Disputes and Mediation

B.1. the grievance procedure set out in this rule applies to disputes under these rules between:

- (a) A member and another member; or
- (b) A member and the Association; or
- (c) If the Association provides services to non-members, those non-members who receive services from the Association, and the Association.

B.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 of the parties.

B.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 10 days, hold a meeting in the presence of a mediator.

B.4. The mediator must be:

- (a) A person chosen by agreement between the parties; or
- (b) In the absence of agreement:
 - (i) In the case of a dispute between a member and another member, a person appointed by the Committee of the Association;
 - (ii) In the case of a dispute between a member or relevant non-member (as defined by sub-rule B.1(c)) and the Association, a person who is a mediator appointed to, or employed with, a not-for-profit organization.

B.5. A member of the Association can be a mediator.

B.6. The mediator cannot be a member who is a party to the dispute.

B.7. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

B.8. The mediator, in conducting the mediation, must:

- (a) Give the parties to the mediation process every opportunity to be heard;
- (b) Allow due consideration by all parties of any written statement submitted by any party; and
- (c) Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

B.9. The mediator must not determine the dispute.

B.10. The mediation must be confidential and without prejudice.

B.11. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

