

MELVILLE COMMUNITY ARTS ASSOCIATION INC

Constitution (approved 2018)

1. **Name**

The name of the association is ‘Melville Community Arts Association Inc’.
2. **Definitions**

The following definitions apply:

 - 2.1 ‘The Act’ means the Associations Incorporation Act, 2015.
 - 2.2 ‘The Association’ refers to Melville Community Arts Association Inc.
 - 2.3 ‘The Committee’ means the Management Committee of the Association under clause 7 of this Constitution.
 - 2.4 ‘General Meeting’ means a meeting open to all members of the Association under clause 9 of this Constitution.
 - 2.5 ‘WA’ refers to Western Australia.
 - 2.6 ‘The Arts’ refers to arts and crafts, in the broadest sense of these words.
3. **Objects**
 - 3.1 To stimulate and foster community interest in the arts by providing activities that further their awareness.
 - 3.2 To identify needs and provide facilities for the arts for the community.
 - 3.3 To promote and protect the historical and environmental importance of the Atwell site.

The Association shall not involve itself in party-political matters at any level of government.
4. **Powers**

The Association may:

 - 4.1 Open and operate bank accounts.
 - 4.2 Invest money in any security in which trust moneys may be invested, or in any other manner authorised by the rules of the Association.
 - 4.3 Acquire, hold, deal with, and dispose of any real or personal property.
 - 4.4 Borrow money and raise funds upon such terms and conditions as the Association thinks fit.
 - 4.5 Give such security for the discharge of liabilities incurred by the Association as the Association thinks fit.
 - 4.6 Employ staff and consultants upon such terms and conditions as the Association thinks fit.
 - 4.7 Undertake any other lawful activities necessary to carry out the Objects of the Association.
5. **Non-Profit Clause**

The assets and income of the Association shall be applied solely in the furtherance of its above-mentioned objectives, and no portion shall be distributed directly or indirectly to the members of the organization except as bona fide compensation for services rendered or expenses incurred on behalf of the organization.
6. **Membership**
 - 6.1 Membership of the Association is open to any individual or group that supports the Objects of the Association.
 - (a) Each Individual, Family or Group Member shall be entitled to ONE (1) vote at any General Meeting of the Association.
 - (b) An Individual Member’s vote shall be exercised personally at the meeting. A Group Member vote shall be exercised by its President, or by a person nominated in writing by its management committee to represent the Group at the meeting.
 - 6.2 Applications for membership must be made to the Association on the approved membership form, together with the appropriate payment.
 - 6.3 The Committee has the power to reject any application for membership if, after consultation with the applicant, it considers it necessary to do so.
 - 6.4 The Committee may recommend to a General Meeting that a Life Membership be awarded to an Individual Member for outstanding service to the Association. Life Members shall have all the privileges of membership but shall be exempt from the payment of fees.
 - 6.5 The Committee may appoint a Patron and Vice Patrons of the Association, such positions being honorary, without voting rights.
 - 6.6 The Committee is responsible for seeing that a Register of Members is maintained, in whatever form it considers appropriate.
 - 6.7 Fees shall be paid annually, at a time and according to the scale of fees and membership categories determined by the Committee.
 - 6.8 Membership shall be terminated when a member:
 - (a) Fails to pay the subscription within three months of being notified it is due, or
 - (b) Submits a resignation, in writing, to the Committee, or
 - (c) Is expelled by the Committee for conduct detrimental to the Association. If this happens:

- (i) Such member must be notified, in writing, of the Committee's intention to expel the member, stating the reason and giving the member the opportunity to address the Committee.
- (ii) After its deliberations the Committee must notify the member, in writing, of its decision, which takes effect immediately upon the receipt of the notice of expulsion.
- (iii) The expelled member has the right of appeal to a Special General Meeting called for that purpose.

7. Management

- 7.1 The affairs of the Association shall be managed by a Management Committee, comprising the Office Bearers of the Association, (President, one or more Vice Presidents, Secretary and Treasurer), and at least three (3) Committee Members.
- 7.2 Each Officer or Committee Member must be a financial member of the Association and shall hold office until the Annual General Meeting next after the date of election or appointment but is eligible to re-nominate for election to the same or any other position on the Committee.
- 7.3 The Committee shall, subject to the rules of this Constitution, exercise all the powers and functions of the Association. It may:
- (a) Make by-laws as necessary for the good conduct of the Association's affairs and keep a record of these, and the date from which they take effect. Such by-laws may be over-ruled by a Special General Meeting of the Association called for such purpose.
 - (b) Establish Sub-committees to look into or carry out the business of the Association according to Management Committee policy. Each Sub-committee shall include at least one (1) member of the Committee and shall submit regular reports to the Committee on its activities.
 - (c) Appoint a member to fill any vacancy that may occur, until the next Annual General Meeting.
 - (d) Invite Group Members not represented on the Committee to nominate a person to represent them, provided that person is also an Individual Member of the Association.
 - (e) Require the presence of a staff member at Committee meetings on a regular or occasional basis.
- 7.4 The Committee shall meet monthly, at a time and place to be fixed by it, or as often as required to complete the business of the Association.
- (a) A quorum for such meetings shall be at least 50% of the Committee, including at least two (2) Office Bearers.
 - (b) The President, or in his/her absence a Vice-President, will normally chair the meeting. If no President or Vice President is present the Committee shall elect a Chairperson.
 - (c) Voting shall be by show of hands, with all members having one vote, except that, in the case of a tied vote, the Chairperson shall exercise a casting vote.
- 7.5 An Executive Committee, comprising the Office Bearers of the Association, shall decide matters of urgency between Committee meetings. Such decisions must be submitted to the full Committee at its next meeting for ratification.
- 7.6 The Secretary shall maintain a register of Members of the Management Committee and their positions.
- 7.7 Elections for positions on the Management Committee shall be conducted at the Annual General Meeting of the Association. The Committee shall appoint a Returning Officer, who shall:
- (a) Call for nominations, in writing, bearing the name and signature of the proposer, seconder and nominee, to be delivered to the Returning Officer prior to the commencement of the Annual General Meeting.
 - (b) Check that the proposer, seconder and nominee are financial members of the Association; otherwise the nomination shall be ruled invalid.
 - (c) At the Annual General Meeting, declare filled those positions on the Committee where the number of nominations equals those required for the position. Should there be more nominations than required the Returning Officer shall conduct a ballot to determine the successful candidate/s. The Returning Officer shall then call for nominations from the floor to fill those positions still vacant. Should any positions remain vacant at the end of the meeting the incoming Committee has the power to co-opt from the membership, until the next Annual General Meeting.
 - (d) At the conclusion of the elections, invite the incoming President to take the chair.

8. Duties of the Committee

- 8.1 All members of the Committee shall:
- (a) Take all reasonable steps to ensure that the Association complies with its obligations under the Act.
 - (b) Disclose any interest they may have in any contract or proposed contract entered or proposed to be entered into by the Committee on behalf of the Association.
 - (c) Endeavour to contribute to the best of their ability to the effective and efficient operation of the Association.

- 8.2 The President shall:
- (a) Liaise with the Secretary to prepare an Agenda for all General and Committee meetings and act as chairperson when present.
 - (b) Be, ex-officio, a member of all sub-committees, unless another Committee member is appointed to deputise for him/her.
 - (c) Act as spokesperson for the Association to ensure that the membership and general community understand the policies of the Committee. This power may be delegated to another Committee member, when necessary.
- 8.3 A Vice-President shall:
- (a) Deputise when the President is absent, or when requested to do so by the President.
 - (b) Perform such other duties as shall be determined from time to time.
- 8.4 The Secretary shall:
- (a) Ensure accurate minutes are recorded and filed for future reference of all General and Committee meetings, and that copies of these are distributed to Committee members before the next meeting.
 - (b) Prepare an Agenda for all General and Committee meetings in consultation with the President.
 - (c) Ensure that all correspondence requiring the attention of the Committee is tabled at the next meeting and is then passed to the appropriate person to deal with. Copies of all correspondence in and out, unless of a routine nature, shall be retained on file by the Secretary.
 - (d) Ensure that accurate records are kept of the Rules and By-laws of the Association, the Membership List and the List of Management Committee Members.
 - (e) Carry out such other duties as the Committee may request from time to time.
- 8.5 The Treasurer shall:
- (a) Ensure that accounting records are kept that correctly show the financial transactions and position of the Association, in such a way that true and fair accounts can be prepared at any time and can be conveniently and properly audited.
 - (b) Present a report of the current financial position of the Association at each Committee meeting.
 - (c) Have an Audited Financial Statement of the Association's affairs prepared at the end of each Financial Year and present this to the membership at the Annual General Meeting.
 - (d) Prepare, or have prepared, projected budgets and cash flow charts so that the financial position of the Association can be monitored regularly.
 - (e) Carry out such other duties as the Committee may request from time to time.

9. General Meeting

- 9.1 Annual General Meeting
- (a) The Annual General Meeting shall be held within three (3) months of the end of the Association's financial year at a date and time determined by the Committee.
 - (b) Not less than fourteen clear days written notice shall be given of the Annual General Meeting and shall specify the place, date, and time of the meeting.
 - (c) The order of business of the Annual General Meeting shall be:
 - (i) The presentation of the Annual Reports
 - a) of the Association's affairs, by the President;
 - b) of the Association's audited Annual Financial Statement, by the Treasurer;
 - c) of the activities of the Association, by the Administrator.
 - (ii) The election of the Association's Management Committee for the coming year by the Returning Officer.
 - (iii) The introduction of the new President and Committee.
 - (iv) Any item of business remaining on the Agenda.
- 9.2 Special General Meeting
- (a) The Secretary shall call a Special General Meeting of the Association whenever:
 - (i) The Committee decides.
 - (ii) A written request, signed by at least ten (10) members, is received clearly stating the reasons for such a meeting.
 - (iii) A member facing expulsion wishes to appeal to the membership.
 - (b) Not less than fourteen (14) days notice shall be given to members of the Special General Meeting, clearly specifying the place, date and time of the meeting and the nature of the business to be considered.
 - (c) If the Committee does not convene a requested meeting within thirty (30) days the petitioners may convene the meeting. The Committee shall give them access to the list of members and shall meet all reasonable costs involved.
- 9.3 The quorum for any Annual or Special General Meeting shall be twenty (20) members or 30% of the membership present at the meeting, whichever is the lesser; proxies do not count. If there is no quorum after thirty (30) minutes no business may be transacted, but those present may decide by majority vote to adjourn the meeting to another date within 30 days. Should no quorum be present for the adjourned meeting the business to be discussed shall lapse.

- 9.4 All members, financial at the start of the meeting, shall have ONE vote; no proxies are allowed. Voting shall be by show of hands, unless the meeting decides by majority vote to hold a secret ballot, in which case the chairperson shall determine the form of the ballot, and the result declared shall be the resolution of the meeting.
- 9.5 Notice of a General Meeting shall be given in writing, by whatever means of communication is customary for that member, and proof of the despatch of such notice shall be deemed to be proof of the member receiving it.

10. **Insurance**

The Committee shall effect such insurances as are legally required or are deemed necessary to adequately cover the Association's liability for any injury to persons or damage to property which may occur.

11. **Finance**

- 11.1 All funds shall be deposited to the credit of the Association at such bank or building society as the Committee may determine from time to time. All such accounts shall be operated by, and require the signature of at least two (2) Office Bearers of the Association.
- 11.2 The Association's financial year shall run from July 1 to 30 June of the following year.

12. **Accounts and Records**

- 12.1 The Committee shall appoint an Auditor not being a member of the Association, who shall audit the accounts and records of the Association.
- 12.2 The Committee shall give the Auditor(s) at all reasonable times full access to the Association's books and accounts to ensure the Association's financial affairs are correctly audited.
- 12.3 Upon reasonable notice to the Secretary, any financial member may inspect the Constitution, books and documents of the Association, excluding those of a confidential and personal nature that relate to staff and consumers of the Association.
- 12.4 The Association shall keep financial records that:
- (i) Correctly record and explain its transactions, financial position and performance, and
 - (ii) Enable true and fair financial statements to be prepared.
- 12.5 Custody of association's books
- (a) Except as otherwise decided by the board from time to time:
 - (i) The Secretary shall be responsible for ensuring the maintenance and control of the Association's books (except for the association's financial records).
 - (ii) The Treasurer is responsible for ensuring the custody and maintenance of the Association's financial records and securities.
 - (iii) The committee shall be responsible for ensuring the maintenance and control of the association's books including the association's financial records and securities.
- 12.6 The Association shall retain its financial records for 7 years after the transactions covered by the financial records are completed.

13. **Common Seal of Association**

- 13.1 The Association shall have a Common Seal on which its corporate name shall appear.
- 13.2 The Common Seal of the Association shall not be used without the express authority of the Management Committee and every use of the Common Seal shall be recorded in the minutes of a Management Committee Meeting.
- 13.3 The affixing of the Common Seal of the Association shall be witnessed by the President, Secretary or Treasurer and minuted at the next Management Committee Meeting.
- 13.4 The Secretary or such other person as the Committee decides shall be responsible for the safety of the Common Seal of the Association.

14. **Alteration of Rules**

- 14.1 These rules may be altered or replaced by a 'special resolution', which is a resolution passed by a majority of not less than three quarters of members present at an Annual or Special General Meeting of the Association.
- 14.2 At least fourteen (14) days notice of the meeting must be given and must specify the proposed amendments.
- 14.3 Within one month of the passing of the special resolution, the Association must lodge with the Commissioner of Fair Trading:
- (i) A notice of the special resolution setting out particulars of the amendments to the Rules;
 - (ii) A certificate from an authorised member of the Committee certifying that the resolution was duly passed as a special resolution and the Rules as so altered conform to the requirements of the Act.
- 14.4 The Deputy Commissioner of Taxation and the Chief Executive Officer of any organization that provides funds to the Association shall be notified in writing of any alteration to the Rules within thirty (30) days of approval of the alteration by the Commissioner for Corporate Affairs.
- 14.5

15. Dispute Resolution

Disputes arising under Constitution

- (a) This clause applies to:
 - (i) Disputes between members, and
 - (ii) Disputes between the association and one or more members that arise under the constitution or relate to the constitution.
- (b) In this Clause 15, the term member includes any former member whose membership ceased not more than six (6) months before the dispute occurred
- (c) The parties to a dispute shall attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
- (d) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this Clause 15 by giving written notice to the Secretary of the parties to, and details of, the dispute.
- (e) The association shall hold a Committee meeting within twenty eight (28) days after the Secretary receives notice of the dispute under Clause 15(d) for the Committee to determine the dispute.
- (f) At the Committee meeting to determine the dispute, all parties to the dispute shall be given a full and fair opportunity to state their respective cases orally, in writing, or both.
- (g) The Secretary shall inform the parties to the dispute of the Committee's decision and the reasons for the decision within 7 days after the Committee meeting referred to in Clause 15(e).
- (h) If any party to the dispute is dissatisfied with the decision of the board, they may elect to initiate further dispute resolution procedures as set out in the constitution.

16. Mediation

- (a) This Clause 16 applies:
 - (i) Where a person is dissatisfied with a decision made by the board under Clause 15(g) or
 - (ii) Where a dispute arises between a member or more than one member and the association and any party to the dispute elects not to have the matter determined by the board.
- (b) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Clause 15(c) or a party to a dispute is dissatisfied with a decision made under Clause 15(g) a party to a dispute may:
 - (i) Provide written notice to the Secretary identifying the parties to, and the details of, the dispute, and
 - (ii) Agree to, or request the appointment of, a mediator to resolve the dispute.
- (c) The Secretary shall then ensure that a mediator is appointed to resolve the dispute who shall be:
 - (i) A person chosen by agreement between the parties to the dispute, or
 - (ii) In the absence of agreement between the parties to the dispute, a mediator appointed by the board.
- (d) Where the dispute relates to a proposal for the suspension or expulsion of a member this Clause 16 does not apply until the procedure under Clause 6.8 (c) in respect of the proposed suspension or expulsion has been completed.
- (e) The party or parties requesting the mediation shall pay the costs of the mediation.
- (f) The mediator can be a member provided the member is not a party to the dispute.
- (g) The parties to the dispute shall attempt to settle the dispute by mediation in good faith.
- (h) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five (5) days before the date of the mediation.
- (i) The mediator, in conducting the mediation, shall:
 - (i) Give the parties to the mediation every opportunity to be heard,
 - (ii) Allow all parties to consider any written statement submitted by any party, and
 - (iii) Ensure that natural justice is accorded to the parties to the dispute throughout the mediation.
- (j) The mediation shall be confidential.
- (k) Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

17. Inability to resolve dispute

If a dispute cannot be resolved under the procedures set out in Clauses 15 and 16, any party to the dispute may apply to the Administrative Tribunal to determine the dispute in accordance with the Associations Act or otherwise at law.

18 Dissolution

- 18.1 If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.
- 18.1 The Association shall not be dissolved except by approval of not less than three quarters of the members present and voting at a meeting called for that purpose, of which not less than twenty-eight (28) days written notice, including notice of the proposed dissolution, has been given to all members.
- 18.2 A copy of the resolution to dissolve the Association shall be lodged with the Commissioner of Corporate Affairs within fourteen (14) days of passing the resolution.
- 18.3 The Deputy Commissioner of Taxation in Western Australia and The Commissioner of Corporate Affairs shall be advised, within thirty (30) days, of the date of dissolution.

19 Public Fund

- 19.1 The Association will establish and maintain a public fund.
- 19.2 Donations will be deposited into the public fund listed on the register of Cultural Organisations. These monies will be kept separate from the other funds of the Association and will only be used to further the principal purpose of the Association. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Tax Office.
- 19.3 The fund will be administered by a management committee or sub-committee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of Melville Community Arts Association Inc.
- 19.4 No monies/assets in this fund will be distributed to members or office bearers of the Association, except as re-imbursement of out of pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.
- 19.5 The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status.
- 19.6 Receipts for gifts to the public fund must state:
the name of the public fund and the receipt is a gift made to the public fund
the Australian Business Number of the company
the fact that the receipt is for a gift: and
any other matter required to be included on the receipt pursuant to the requirements of the *Income Tax Assessment Act 1997*.
- 19.7 **Wind-Up Clause**
If upon the winding up or dissolution of the public fund listed on the Register of Cultural Organisations, there remains after satisfaction of all its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the *Income Assessment Act 1997* and listed on the Register of Cultural Organisations maintained under the Act.