



# **Constitution of the Hornsby Woodworking Men's Shed Incorporated**

**As at 5 November 2012**

## CONTENTS

1. NAME .....	3
2. DEFINITIONS.....	3
3. INTERPRETATION.....	4
4. OBJECTIVES .....	4
5. POWERS OF THE SHED .....	5
6. LIMITED LIABILITY OF MEMBERS.....	5
7. LIABILITY OF MEMBERS .....	5
8. LOCATION OF PREMISES .....	6
9. INCOME AND PROPERTY OF THE SHED .....	6
10. WINDING UP OF THE SHED .....	6
11. REGISTER OF MEMBERS.....	7
12. FORM OF APPLICATION.....	7
13. ENTRANCE FEES AND SUBSCRIPTION.....	7
14. ADMISSION TO MEMBERSHIP .....	8
15. DISCIPLINING OF MEMBERS .....	8
16. RESOLUTION OF INTERNAL DISPUTES.....	10
17. MEETINGS .....	10
18. CHAIRING MEETINGS OF MEMBERS .....	13
19. THE COMMITTEE .....	13
20. ELECTION OF COMMITTEE .....	19
21. VOTING PROCEDURE .....	19
22. MINUTES.....	20
23. BOOKS OF ACCOUNT.....	20
24. COMMON SEAL .....	21
25. INDEMNITY .....	21
26. AMENDMENTS AND ADDITIONS TO CONSTITUTION .....	22
27. REGISTER PROHIBITIONS.....	22
28. MOTIONS AND RESOLUTIONS .....	22
29. INSURANCE.....	23
30. KEYS TO SHED PREMISES OR ROOMS .....	23

## **1. NAME**

The name of the Association will be the Hornsby Woodworking Men's Shed INCORPORATED (the Shed)

## **2. DEFINITIONS**

- (1) "Act" means the Associations Incorporation Act 1984.
- (2) "Annual General Meeting" or "AGM" means the general meeting to be called and to be held each year as required by the Law and this Constitution.
- (3) "ASIC" means Australian Securities and Investments Commission.
- (4) "Committee" means the Committee of Committee Members as elected in accordance with this Constitution.
- (5) "Electoral Officer" means the person appointed by the Committee to conduct the annual ballot for the election of the Committee.
- (6) "Executive" means the President, the Vice President, the Treasurer and the Secretary of the Shed.
- (7) "Member" means a member of the Shed who has paid all membership subscription fees or who is a Life Member of the Shed.
- (8) "Shed" means the Hornsby Woodworking Men's Shed Incorporated (Incorporation Number INC9878185).
- (9) "In writing" or "written" include printing, lithography, photography, facsimile, e-mail and other modes of reproducing or representing words in visible form.
- (10) "Law" means the "Corporations Act" 2001 as amended.
- (11) "Month" means a calendar month.
- (12) "Monthly General Meeting" means a meeting of Members held in accordance with Clause 17(4) of this Constitution.
- (13) "Register" means the Register of Members of the Shed described in Clause 11 and kept pursuant to the Law.
- (14) "Secretary" means the person elected by the Members to perform the duties as Public Officer and Association Secretary as required by the Law.

(15) "Special Resolution" has the meaning ascribed by section 5 of the Act.

(16) "Standing Orders" means the Standing Orders of the Shed for the time being in force, being procedural guidelines for the conduct of Annual General Meetings, Monthly General Meetings and Special General Meetings of Members.

(17) "*The Cutting Edge*" means the Official Journal of the Shed or such other name as the Committee shall decide.

### **3. INTERPRETATION**

(1) Except so far as the contrary intention appears in this Constitution, an expression has in this Constitution the same meaning as in the Law.

(2) Words importing the masculine gender shall include all genders and vice versa.

(3) Words importing the singular number only include the plural and vice versa.

(4) A decision by the Committee on the construction or interpretation of this Constitution, or on any Standing Orders of the Shed made pursuant to this Constitution or on any matter arising therefrom shall be conclusive and binding on all Members of the Shed.

### **4. OBJECTIVES**

The objects for which the Shed is established are:

(1) To attract people to a Shed where members have a common interest in working with wood.

(2) To bring together individuals for the enjoyment of using Triton and other equipment for woodworking activities.

(3) To create an environment in which people can commence or improve their woodworking skills, through access to equipment and the free exchange of knowledge and assistance.

(4) To promote the Shed to those persons (in the Hornsby shire and other districts) interested in woodwork.

(5) To help charitable organisations by making and donating toys and other items for the enjoyment and education of under-privileged children and adults.

(6) To raise funds to further these Objectives, by:

(a) Subscriptions.

(b) Appeals, receipt of donations, raffles and similar means. Any funds where received for a particular purpose, shall be utilised for such purpose or for purposes as close to that particular purpose as may reasonably be practicable in the circumstances.

(c) Functions, entertainments, competitions, sporting events, collections of goods or moneys or any other means by which an individual may lawfully raise money.

(7) To acquire, provide, conduct, carry on and manage Sheds, Shed premises, equipment, rooms, canteens, café and store facilities, transport, magazines and journals, games, sports and other amenities for Members or their dependants.

(8) To form and conduct social Sheds.

(9) To co-operate to such extent as the Committee shall deem fit with similar sheds and other organisations in other parts of New South Wales, the Commonwealth of Australia or elsewhere.

(10) The Shed shall be non-political and non-sectarian with membership open to all members of the community. The Shed encourages over 55 retirees who are looking for satisfying fellowship and a productive working outlet.

(11) To do all things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Shed.

## **5. POWERS OF THE SHED**

The Shed shall have all the powers of a natural person.

## **6. LIMITED LIABILITY OF MEMBERS**

The liability of Members of the Shed is limited.

## **7. LIABILITY OF MEMBERS**

The liability of a Member of the Shed to contribute towards the payment of the debts and liabilities of the Shed or the costs charges and expenses of the winding up of the Group is limited to the amount, if any, unpaid by the Member in respect of Membership of the Shed as required by Clause 13.

## **8. LOCATION OF PREMISES**

The place in New South Wales in which the premises of the Shed is proposed to be situated is the Hornsby/ Hills District in the City of Sydney or such other place within the said City as may from time to time be determined.

## **9. INCOME AND PROPERTY OF THE SHED**

(1) The assets, income and property of the Shed shall be applied solely in furtherance of the above mentioned objectives and no portion shall be distributed directly or indirectly, to the Members of the Shed except as bona fide compensation for services rendered or expenses incurred on behalf of the Shed.

(2) The requirement contained in sub-clause (1) above shall not, however, prevent the payment in good faith of:

(a) interest (provided it is based on the prevailing rate of interest charged by banks, building societies, or credit unions for unsecured loans) to any such Member in respect of moneys advanced by that Member to the Shed or otherwise owing by the Shed to the Member or;

(b) any remuneration to any servants of the Shed such as solicitors, accountants, insurance brokers for any services genuinely rendered to the Shed.

## **10. WINDING UP OF THE SHED**

(1) The Shed, subject to the Act, shall be dissolved or amalgamated with any kindred organisation in the event of the membership falling to less than five (5) Members or upon the vote of seventy five percent (75%) majority of Members entitled to attend and vote at a Special General Meeting convened to consider such motion.

(2) Upon a resolution passed in accordance with sub-clause (1) above, and subject to the Act, all assets and funds of the Shed on hand, shall, after the payment of all expenses and liabilities, be handed over to such other association or charity that has rules prohibiting the distribution of its assets and income to its Members, that has need for such funds and woodworking equipment that the Shed owns as may be decided by Special Resolution.

## **11. REGISTER OF MEMBERS**

(1) The public officer of the Shed must establish and maintain a register of Members of the Shed specifying the name and address of each person who is a Member of the Shed together with the date on which the person became a Member.

(2) The register of Members will be updated by the Public Officer,

(a) On computer, and

(b) On printed sheets, monthly.

(3) The register of Members must be kept at the principal place of administration of the Shed and must be open for inspection, free of charge, by any Member of the Shed at any reasonable hour.

(4) A Member of the Shed may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the Committee, that other amount and on payment of that amount the Shed must provide the Member with the requested copies within seven (7) days.

## **12. FORM OF APPLICATION**

Applications for membership of the Shed shall be in writing, must give the full name and the address of the applicant, shall be in the form attached hereto or such other form as the Committee shall, from time to time, require and shall be signed by the applicant.

## **13. ENTRANCE FEES AND SUBSCRIPTION**

(1) The entrance fees, subscriptions (annual or otherwise) and other fees or charges payable by Members, the amount and the time and manner of payment of such fees or charges and all other matters pertaining thereto not specially provided for shall be such as shall from time to time be prescribed by the Committee.

(2) Should fees, subscriptions (annual or otherwise) and other fees or charges payable by a Member not be paid within six (6) months of such fees being due to be paid following an offer of renewal of membership then that Member's membership of the Shed shall lapse whereupon the Secretary shall remove that Member's name from the register of Members.

(3) "The Committee may in its absolute discretion refuse to offer to any member a renewal of membership referred to in Clause 13(2).

## **14. ADMISSION TO MEMBERSHIP**

(1) The Committee may refuse an Application for Membership in circumstances where it considers that an Applicant may pose an unacceptable risk of injury to such Applicant or such other Members of the Shed.

(2) The Committee may inform itself as it sees fit in relation to the competency or otherwise of such Applicant.

(3) Notwithstanding Clause 15 of this Constitution, the Committee may impose such conditions as it deems appropriate on any Applicant or Member having regard to occupational workplace safety.

(4) Every person admitted to membership and informed of their admission shall be deemed to agree to pay the entrance fee and annual or other subscriptions and other fees and charges as prescribed by the Committee from time to time and to be bound by the Constitution and Standing Orders of the Shed from time to time in force. The receipt for payment of the said entrance fee in whole or in part and/or the said subscription in whole or in part shall be conclusive evidence of such agreement. Each Member shall, on becoming a Member, provide the Secretary particulars of their address and occupation should those particulars not appear on the Membership Application Form and shall inform the Secretary of any change of those particulars.

(5) Every person admitted to the membership of the Shed shall have access to a copy of the Constitution and Standing Orders.

## **15. DISCIPLINING OF MEMBERS**

### **(1) Suspension**

If any Member shall refuse or neglect to comply with the provisions of the Constitution or of Standing Orders or if any Member shall, in the opinion of the Committee, be guilty of conduct deemed by the Committee to be unbecoming of a Member or prejudicial to the interests of the Shed, the Committee may, after affording such Member the opportunity of offering the Committee an explanation of this conduct, either verbally or in writing, as the Member may decide, suspend the Member for not more than twelve (12) months. The Member shall have the right of appeal to Members meeting in Monthly General Meeting, if such appeal is



lodged in writing with the Secretary within fourteen (14) days of the receipt of notice of his suspension. Within twenty-eight (28) days from the date of the receipt of the appeal, the Committee will cause to be included on the agenda for the next Monthly General Meeting, the hearing of the appeal, which will be decided by a simple majority voting on the matter.

(a) Should an appeal fail or the period of suspension be reduced, the suspension will commence on the date the appeal was determined.

(b) A Member, whilst under suspension:

(i) Is prohibited from:

(A) taking part in or attending any meeting, activity or function conducted by the Shed, except for the purposes of the appeal referred to in 15(1) above;

(B) attending the Shed's premises or place at which it conducts its activities, except for the purposes of the appeal referred to in 15(1) above;

(C) using the Shed's equipment;

(D) contacting Shed staff by telephone or by other means or causing other persons so to do;

(ii) shall not be entitled to receive a copy of The Cutting Edge;

(iii) shall not be permitted to be appointed as the proxy of another Member.

## (2) Suspension from a Meeting

(a) Notwithstanding anything in (1)(A) above, where a Member at a General Meeting has, by virtue of his actions or remarks caused offence to the Chairperson or the Members present or disrupted the meeting, that Member may be required by:

(i) the Chairperson of the meeting; or

(ii) the Members present by way of simple resolution;

(b) To apologise to the Chairperson and/or the meeting, withdraw the remarks and desist from causing further disturbance.

(c) Should the Member fail to acknowledge the request of the Chairperson or the Members' resolution, the Member may be suspended for the rest of that and any adjournment of the meeting and shall thereupon leave the meeting.

(d) Notwithstanding anything in (1)(A) above where a Member has breached, in his use of Shed equipment, a direction of the Safety Officer or the Supervisor of the day or disregarded Standing Orders in relation thereto that person may be required by the Safety Officer or Supervisor to immediately cease his operation of the equipment and be further required by the Chairperson to apologise to Members for his or her conduct. (The Supervisor of the day shall be any person present at the premises on the day having charge of keys to the Shed facilities.)

(e) Should the Member fail to acknowledge the request of the Chairperson, the Member may be suspended for the rest of that and any adjournment of the meeting and shall thereupon leave the meeting.

(f) If, following the suspension of a Member, there is a walkout of Members and, as a result, a quorum for the meeting no longer exists, the meeting will continue as though a quorum existed as at the beginning of the meeting.

### **(3) Expulsion**

(a) A Member may be expelled from membership of the Shed by the Committee, if in the opinion of the Committee, after affording such Member an opportunity of offering the Committee an explanation of his conduct, either verbally or in writing (as the Member may decide), the conduct of such Member is detrimental to the best interests of the Shed.

(b) Such expulsion shall not be effective unless it is confirmed at a Special General Meeting convened to consider the expulsion.

(c) Such Special General Meeting shall be held within a period of 31 days from the date Members receive notice of the Special General Meeting, which may be included in The Cutting Edge.

(d) At such Special General Meeting, the Member whose expulsion is under consideration shall be allowed to offer an explanation of the conduct, either verbally or in writing, at the option of such Member.

(e) The voting at such Special General Meeting shall be by ballot.

(f) The Committee shall have the power to exclude such Member from participation in the affairs of the Shed until such Special General Meeting is held.

## **16. RESOLUTION OF INTERNAL DISPUTES**

(1) Disputes between Members (in their capacity as Members) of the Shed, and the disputes between Members and the Shed, are, except to the extent these rules deal with such disputes, to be referred to a community justice centre for mediation in accordance with the Community Justice Centre's Act 1983.

(2) At least seven (7) days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

## **17. MEETINGS**

(1) There will be four classes of General Meetings:

(a) Annual General Meeting;

(b) Special General Meeting;

(c) Monthly General Meeting; and

(d) Members' Requisitioned General Meeting.

## (2) Annual General Meeting (AGM)

(a) The AGM will be held not later than the fourth Friday in November in each year at such a place, time and date as prescribed by the Committee. At least twenty-one (21) days' notice of the meeting must be given to all Members eligible to attend and vote.

(b) The business to be conducted at an AGM shall include:

(i) the consideration of the Annual Financial Report and Committee Members' Report;

(ii) declaration of the poll for election of Committee Members;

(iii) ascertaining interest in and appointing volunteers to fulfill some or all of the following types of positions which may be added to or reduced at the Committee's discretion:

(A) Magazine Editor;

(B) Website Officer;

(C) Promotions/Guest Presenters Officer;

(D) Legal Officer;

(E) Membership Officer;

(F) Projects Officer;

(G) Catering Officer;

(H) Safety and Training Officer;

(I) Premises and Equipment Officer;

(iv) reasonable question time for Members to ask questions about or make comments on the management of the Shed;

(v) business of which due notice has been given;

(vi) presentation of Certificates of Appreciation.

## (3) Special General Meetings

(a) A Special General Meeting, may be called by the Committee stating the date, place and time of the meeting and the general nature of the meeting's business and if a Special Resolution is to be proposed at the meeting, stating an intention to propose the Special Resolution and the wording of the resolution.

(b) Only the business for which a Special General Meeting has been called can be discussed at that meeting.

## (4) Monthly General Meeting

The Committee will cause to call a Monthly General Meeting each month with the exception of the month of January, having given notice in *The Cutting Edge* to each Member entitled to attend and vote at General Meetings stating the date, place and time the meeting is to be held.

## **(5) Members' Requisitioned General Meetings**

(a) The Committee, having received a Member's request in writing (not required to be in one document but each document shall have identical wording) setting out the wording of a proposed resolution or resolutions signed by Members with at least five percent (5%) of the total number of Members of the Shed, shall, within 31 days of the requisition of Members being lodged with the Secretary, call a Special General Meeting to consider the motion(s) as detailed in the request.

(b) Should the Committee fail to call a Members' Requisitioned General Meeting within 31 days after the date on which a requisition is lodged with the Secretary then:

(i) Any one or more of the Members who made the requisition may convene a Special General Meeting no later than three (3) months after the requisition has been lodged with the Secretary of the Shed.

(ii) A Special General Meeting convened by a Member or Members must be convened as nearly as practicable in the same manner as General Meetings are convened by the Committee and any Member who consequently incurs expense is entitled to be reimbursed by the Shed for any reasonable expense so incurred.

## **(6) Notice of General Meetings**

(a) Every Member entitled to attend and vote at a General Meeting must be given at least twenty-one (21) days notice of such meeting stating the date, time and place the meeting is to be held.

(b) A notice may be given to a Member:

(i) personally;

(ii) by sending it by post to the address of the Member in the Register of Members or the alternative address (if any) nominated by the Member; or

(iii) by sending it to the facsimile number or electronic address (if any) nominated by the Member.

(c) A notice sent by post is taken to be given three (3) working days after it is posted.

(d) A notice sent by facsimile, or other electronic means, is taken to be given on the first business day after it was sent.

(e) Any Member of the Shed who is entitled to attend and cast a vote at general meetings of the Shed's Members may appoint a person (who must be a Member) as the Member's proxy to attend and vote for the Member at the meeting.

## **(7) Quorum**

(a) The quorum for General Meetings (other than a Members' Requisitioned General Meeting) shall be five (5) Members present, all of whom must be eligible to attend and vote;

(b) A quorum for a Members' Requisitioned General Meeting shall be the number of Members eligible to attend and vote who are present;

(c) A meeting of the Shed's Members (other than a Monthly General Meeting) that does not have a quorum present within thirty (30) minutes after the time for the meeting set out in the notice of meeting is adjourned to the date, time and place specified by the Chairperson of the meeting; and

(d) If no quorum is present at the resumed meeting or at a Monthly General Meeting within thirty (30) minutes after the time for the meeting, the meeting is dissolved.

## **18. CHAIRING MEETINGS OF MEMBERS**

The President, if present, will occupy the chair at all General Meetings of Members or in his absence, the Vice President or in his absence, the Secretary or in his absence, the Treasurer. In the absence of the Treasurer, the Members present will elect a chairperson.

## **19. THE COMMITTEE**

(1) The business and affairs of the Shed and the custody and control of its funds shall be managed by a Committee

(2) Except where section 21 of the Act applies, the Committee will consist of the office-bearers of the Shed together with four (4) other Members.

(3) Each of the office-bearers and each of the Members of the Committee is, subject to this Constitution, to hold office until the conclusion of the Annual General Meeting following the date of the Members' election, and each such Member is eligible for reelection.

(4) The office-bearers of the Shed are to be:

- (a) the President,
- (b) the Vice President,
- (c) the Secretary, and
- (d) the Treasurer.

(5) Vacancies in the Committee

(a) If any Committee Member should die or shall fail to attend regular Committee Meetings for three (3) consecutive meetings without leave of absence or if he or she shall resign or becomes bankrupt or of unsound mind or becomes disqualified under the Law, the office shall be declared vacant by the Committee and he or she shall ipso facto cease to be a Committee Member, and the Committee may, after giving due consideration to those unsuccessful candidates at the last AGM, appoint a successor to hold office until the next AGM (when he or she shall retire but be eligible for re-election) and until such appointment is made, the continuing Committee Members may act notwithstanding such vacancy. Attendance at Committee Meetings includes telephone conferences and e-mail exchanges and responses to agenda items.

(b) The office of Committee Member shall be vacated:

(i) if the Committee Member ceases to be a Member;

(ii) subject to the Act and to the Law, upon a resolution being passed by a simple majority of Members present and voting in person or by proxy at a Special General Meeting properly constituted and called for the purpose to remove him or her from office; or

(iii) the Committee Member resigns by notice in writing given to the Secretary or Treasurer of the Shed at the address recorded in the register.

#### **(6) Acts of the Committee**

All acts done at any Committee Meeting or by persons acting as a Committee Member shall, although it is discovered afterwards that there was some defect in the appointment of or continuance in office of any of the persons concerned or that afterwards any of them were disqualified to act or were not entitled to vote, be as valid as if every such person had been duly appointed and entitled to continue in office and was qualified to be a Committee Member.

#### **(7) Services are Voluntary**

No Committee Member shall receive any remuneration (other than for reimbursement of expenses approved by the Committee) for services in his or her capacity as a Committee Member.

#### **(8) Powers of the Committee**

Subject to the Law and to any other express provisions of this Constitution, the business and general affairs of the Shed shall be under the management of the Committee which shall have full control over the property of the Shed and authority as to its disposition and in the conduct and administration of all affairs and business of the Shed. The Executive is responsible for the day to day management of the Shed and shall report to the Committee.

#### **(9) Express Powers**

In particular but without limiting in any way, the general powers conferred on the Committee, the Committee shall have the power to:

(a) Appoint from among its Members or Members of the Shed sub-committees for any purpose whatsoever which from time to time it may think desirable and to delegate to any subcommittee such powers it may think fit. Such subcommittee/s shall continue to exist at the discretion of the Committee and at all times shall be subject to the directions of the Committee unless specified in the minutes of the Committee appointing the sub-committee, the quorum of all sub-committees shall consist of a majority of Members of such sub-committee.

(b) Make such Standing Orders, not inconsistent with this Constitution, as in the opinion of the Committee are necessary or desirable for the proper administration and management of the Shed's finances, affairs, interests and property and to amend or rescind from time to time any such Standing Orders.

(c) Enforce the observance of all Standing Orders.

(d) Appoint any delegate or delegates to represent the Shed for any purpose with such powers as may be thought fit.

(e) Purchase or otherwise acquire for the Shed any property rights or privileges which the Shed may be authorised to acquire at such price and generally on such terms and conditions as it may think fit, providing that the proposed acquisition or purchase cost does not exceed one thousand five hundred dollars (\$1,500.00). Prior approval for any larger purchase or acquisition is required of a simple majority of Members attending the Monthly General Meeting.

(f) Institute, conduct, defend, compound or abandon any legal proceedings by or against the Shed, its office bearers or Committee Members or otherwise, concerning the affairs of the Shed and also to compound or allow time for payment and satisfaction of any debts due to and any claim or demands against or by the Shed.

(g) Determine who shall be entitled to sign or endorse on behalf of the Shed contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments, provided that, in respect to all payments made by the Shed, all such payments shall be made by cheque signed by any two (2) Members of the Committee, whose signatures are registered with the bank.

(h) Repay all out-of-pocket expenses and allowances incurred by a Member whilst on approved Shed business and submitted on approved Shed Expense Claim Forms and accompanied by receipts as necessary.

## **(10) Role of the Committee Members**

### **(a) The President**

The President is the spokesperson for the Shed and is the principal person who presides over meetings of the Shed, represents the Shed at functions promoting the Shed and its objects and oversees the day to day business of the Shed.

(b) The Treasurer

The Treasurer shall:

(i) Receive all donations, subscriptions and other moneys giving an official receipt for same and shall keep a correct record of such sums and shall pay all moneys into the banking account of the Shed as soon as is reasonably possible.

(ii) Make all payments authorised by the Executive or general meetings. Such payments shall be within a reasonable time from receipt of an invoice.

(iii) Keep correct accounts and books showing the financial affairs of the Shed with full details of all receipts and expenditure connected with the activities of the Shed.

(iv) Prepare a financial statement showing receipts, expenditure and outstanding balance to present at each general meeting.

(v) Provide an account of the financial affairs of the Shed for audit by a qualified person or persons approved by the Shed for presentation at the Annual General Meeting.

(vi) All funds belonging to the Shed or received by the Treasurer of the Shed shall be placed in one or more Committee approved bank accounts in the name of the Shed and such funds may be withdrawn from such accounts only by means of cheques or authorities signed by two (2) Members of the Committee.

(vii) Shall facilitate the transfer of all records and cash to a successor within seven (7) days of any written request to do so.

(c) The Secretary

The Secretary shall be, for the purpose of the Act, the Public Officer and shall, in addition to the duties specified from time to time in the Act including inter alia the lodgment annually of the documents specified in section 27 of the Act, carry out the following duties:

(i) Be the custodian of the minute book.

(ii) Shall prepare the business papers for and attend all meetings.

(iii) Shall advise Members of all meetings and shall enter the minutes of it in a book kept for that purpose in the following format:

(A) Date, time of commencement and location of meeting.

(B) Number of Members present (as per attendance book)

(C) Guests/observers in attendance.

(D) Apologies.

(E) Confirmation of minutes of previous meeting.

(F) Business arising from those minutes.



- (G) Adoption of those minutes.
- (H) Correspondence. Inwards received. Outwards noted.
- (I) President's Report.
- (J) Treasurer's Report.
- (K) Committee and/or sub committee reports.
- (L) Guest Speakers or presentations.
- (M) General Business.
- (N) Time or closure of meeting.
- (O) Date, time and place of next meeting.

(iv) Shall ensure that proceedings at a meeting shall be signed by the chairperson of the meeting, or by the chairperson of the next succeeding similar meeting.

(v) Shall maintain a list of financial Members, the details of last subscription paid and receipt number. The list shall be kept in a book for that purpose or on a computer. The Secretary shall also keep a mailing list.

(vi) Shall send out membership renewal forms and notices of overdue subscriptions to Members.

(vii) Shall be responsible for maintaining inward and outward correspondence. This will include registration of correspondence and reporting of same to the Shed whether by means of the Monthly General Meetings or by making copies of any particular correspondence available to Members for their perusal.

(viii) Be responsible for preparation and dispatch of all correspondence on behalf of the Committee and the Shed.

(ix) May receive moneys and issue receipts on behalf of the Shed but shall remit it to the Treasurer or applicable committee/subcommittee as soon as reasonably possible.

(x) Shall transfer all records and or petty cash to a successor within seven (7) days of any written request to do so.

(d) The Vice President's role is to assist the President and, in his absence, to temporarily take on the President's duties.

#### **(11) Committee Members' Meetings**

(a) At least once in every month a Committee Meeting will be held by giving not less than seventy-two (72) hours notice to each Committee Member stating the date, place, time and agenda of such meeting.

(b) The President, if present, will occupy the chair or if absent, the Vice President or if absent, Committee Members will elect a chair.

(c) Proceedings of Committee Meetings (audio taped or written) shall be strictly confidential between Committee Members, the Secretary and the person who transcribes the minutes and not be transmitted in any manner, shape or form, in whole or in part, to any other person(s) except:

(i) to person/s authorised by the Committee to inspect, receive in part or as a whole, Committee minutes and/or proceedings, in part, or as required by Law;

(ii) as a précis, approved by the Committee, for presentation by a Committee Member to a Monthly General Meeting.

(d) All business and reports to be dealt with at Committee Meetings must be forwarded within fourteen (14) days prior to the meeting to the Secretary for inclusion on the Agenda for such meeting.

**(12)** A Committee Member who causes disruption to, uses offensive remarks or actions at a Committee Meeting shall be liable to exclusion from the meeting on a majority vote of Committee Members present.

**(13) Use of Technology**

A Committee Meeting may be called or held using any technology consented to by a majority of Committee Members. A Committee Member may only withdraw his consent within a reasonable period before the meeting.

**(14) Quorum for Committee Members' Meeting**

Unless the Committee Members decide otherwise, the quorum for a Committee Members' Meeting will be four (4) Committee Members. A quorum must be present at all times during the meeting.

**(15) Motions Adopted by Committee Members**

A motion of the Committee must be passed by a simple majority of votes cast by the Committee Members entitled to vote on the motion.

**(16) Casting Vote**

(a) The chair has a casting vote, if necessary, as well as a deliberative vote providing the deliberative vote is placed before the count is taken.

(b) If the voting is equal, the chair's casting vote should be made so as to maintain the status quo.

**(17) Resolutions Without Meetings**

The Committee may pass a resolution without a Committee Meeting being held if all Committee Members entitled to vote on a motion sign a document containing a statement that they are in favour of the motion set out in the document.

**(18) Copies**

Separate copies of a document may be used for signing by the Committee Members if the wording of the motion in the document is identical in each copy.

**(19) When the Resolution is passed without a Meeting**

The motion is passed when the last Committee Member has signed.

## **20. ELECTION OF COMMITTEE**

(1) Nominations of candidates for election to the Committee must be:-

(a) made in writing, signed by 2 Members of the Shed and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination).

(b) delivered to the Secretary at least seven (7) days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

(2) If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated are taken to be elected and further nominations are to be received at the Annual General Meeting.

(3) If insufficient further nominations are received, any vacant positions remaining on the Committee are taken to be casual vacancies.

(4) If the number of nominations received is equal to the number of vacancies to be filled, the persons are taken to be elected.

(5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.

(6) The ballot for the election of office-bearers and ordinary Members of the Committee is to be conducted at the Annual General Meeting in such usual and proper manner as the Committee may direct.

## **21. VOTING PROCEDURE**

(1) How Many Votes a Member Has

A Member of the Shed has one vote only on a poll or a show of hands.

(2) How Voting Is Carried Out

(a) (Show of Hands) A motion put to the vote at a meeting of the Shed's Members must be decided on a show of hands unless a poll is demanded.

(b) (Proxy Votes) Before a vote is taken the chair must inform the meeting whether any proxy votes have been received.

(c) (Result) on a show of hands, a declaration by the chair is conclusive evidence of the result.

### **(3) Matters On Which A Poll May Be Demanded**

A poll may be demanded on any motion; except that a demand for a poll cannot be demanded on any motion concerning:

- (a) the election of the chair of a meeting; or
- (b) the adjournment of a meeting.

### **(4) When A Poll Is Effectively Demanded**

(a) At a meeting of Members, a poll may be demanded by:

- (i) at least five (5) Members entitled to vote on the motion;

or

- (ii) the chair.

(b) A poll can only be demanded prior to a vote being taken.

## **22. MINUTES**

The Committee shall cause minutes to be kept by the Secretary in books or on an electronic device as approved by the Committee of:

(1) All motions and resolutions of all meetings of the Shed and voting “for” or “against” the motion.

(2) The number of Members present and proxies voting at General Meetings.

(3) All appointments of officers made by the Shed in General Meeting or by the Committee.

(4) The names of the Committee Members present and voting at each meeting of the Committee.

## **23. BOOKS OF ACCOUNT**

(1) The Committee shall cause proper accounting records to be kept showing the financial affairs of the Shed and the particulars usually shown in books of account of a like nature and showing in particular and without limiting the generality of the foregoing:

(a) all sums of money received and expended by the Shed and the matters in respect of which the receipts and expenditure takes place;

(b) all sales and purchases of goods by the Shed, and

(c) the assets, credits and liabilities of the Shed.

## **(2) Inspection**

(a) The books of account shall be kept by the Treasurer and, subject to the Act, shall be open to the inspection free of charge by a Member of the Shed at any reasonable hour.

(b) The books of account and/or any electronic data pertaining thereto will not be removed by a Member (in part or as a whole) from the office or home of the Treasurer without the approval of the Committee.

(c) A Member of the Shed may obtain a copy of any part of the books of account on payment of a fee of \$1 for each page copied or, if some other amount is determined by the Committee, that other amount and on payment of that amount the Shed must provide the Member with the requested copies within seven (7) days.

## **24. COMMON SEAL**

(1) The Committee will provide for the safe custody of the Shed's common seal; and

(2) The seal will never be used except by the authority of the Committee previously given and in the presence of two (2) Committee Members who shall sign every instrument to which such seal is affixed and every such instrument to which the seal is affixed shall be countersigned by the Secretary or some other person appointed by the Committee.

## **25. INDEMNITY**

Each Committee Member and every Member of any sub-committee constituted under Clause 19(9)(a) and the Secretary and other officers of the Shed and any person (whether an officer of the Shed or not) employed by the Shed, shall be indemnified out of the funds of the Shed against any liability incurred by him as such Committee Member, Member of a sub-committee, officer, auditor or volunteer worker in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him by the court or which he has been authorised to defend by the Board.

## **26. AMENDMENTS AND ADDITIONS TO CONSTITUTION**

(1) This Constitution may be added to or amended at an AGM, or a Special General Meeting so called for that purpose, of which at least twenty-one (21) days' notice has been given to all Members who are eligible to attend and vote at General Meetings; and

(2) The majority of votes required to pass a resolution to amend or add to the Constitution shall be that required by the Act for a Special Resolution.

## **27. REGISTER PROHIBITIONS**

(1) A person must not:

(a) use the information about a Member obtained from the Members' Register to contact or send material to the Members and or other persons; or

(b) disclose information obtained from the Members' Register knowing the information is likely to be used to contact or send material to the Member and or other persons, unless that use or disclosure of the information is approved in writing by the Committee.

(2) Compensation

(a) A person who contravenes Clause 27(1)(a) or (b) above is liable to compensate anyone else who suffers loss or damage as a result of the contravention; and

(b) a person who makes a profit from the contravention of Clause 27(1)(a) or (b) above owes a debt to the Shed; and

(c) the amount of debt is the amount of profit gained by the person contravening Clause 27(1)(a) or (b) above.

## **28. MOTIONS AND RESOLUTIONS**

(1) A Special General Meeting, of which due notice has been given, to consider and if thought fit to pass a Special Resolution under Clause 17(3), shall require a majority vote of seventy-five percent (75%) of the Members entitled to attend and vote in person or by proxy on such motion.

(2) Unless otherwise required by this Constitution a motion at a Monthly General Meeting can only be made as a recommendation to the Committee to consider.

(3) A motion in sub-clause (2) above shall require a simple majority of Members present to be carried.

## **29. INSURANCE**

The Shed will take out a public liability insurance policy to cover every Committee Member, Member and employee of the Shed against claims by third parties who are non-Members who suffer loss injury or damage on Shed premises. Each Member hereby acknowledges that there is no insurance for loss, damage or personal injury benefiting a Member and each Member hereby covenants that he or she uses the Shed's equipment and premises entirely at his or her own risk.

## **30. KEYS TO SHED PREMISES OR ROOMS**

### **(1) Key Register**

The Secretary will keep a key register containing the following:

- (a) name of person to whom key/s are issued;
- (b) date of Issue;
- (c) signature of person to whom key/s were issued;
- (d) the name of the authorising officer; and
- (e) the date and signature of the person to whom the key/s were returned.

### **(2) Security of Keys**

- (a) Officers and persons to whom keys are issued are to take the fullest of security measures to ensure they do not fall into unauthorised hands.
- (b) Lost or stolen keys must be reported immediately to the President, a Member of the Committee and/or the Secretary who will take immediate action to advise the Security Officers that keys to the Shed's premises and/or safe have been lost or stolen.
- (c) The name of the Security Officer, the date and the time the advice was given must be tendered in writing to the Secretary on the next working day.

### **(3) Tampering With Keys**

Police are to be notified immediately should any evidence be found that the key(s) to the registered office and/or safe have been tampered with or attempted to be duplicated in any manner.