

THE ST BATHANS AREA COMMUNITY ASSOCIATION INCORPORATED

CONSTITUTION (Amended Nov 2006)

1. Name

The name shall be: **The St Bathans Area Community Association**

2. Objectives

To provide a forum for the discussion of issues relevant to the St Bathans Community (as defined below) and to promote the interests of the Community. Specifically:

- a. To inform the St Bathans Community of all matters likely to be of communal interest.
- b. To gather the various views of the St Bathans Community with regard to such matters, to develop a shared vision and to represent that vision together with other views to statutory authorities and other organisations as appropriate.
- c. To co-ordinate community efforts toward achieving agreed priorities and goals.
- d. To apply for, receive, manage and distribute monies on behalf of the St Bathans Community.

3. The St Bathans Area Community Membership

- a. Shall mean the residents or ratepayers of that area of land enclosed by Beattie Road, the section of the Loop Road from Beattie Road north, through the township of St Bathans as far as SH 85 and SH 85 from that point South to the St Bathans Downs Road and the St Bathans Downs Road until it meets Beattie Road. It shall also include any properties with access from Lauder Station Road, Cambrian Road, Vinegar Hill Road, Shepherds Flat Road, and that length of the Loop Road as defined above.
- b. The Association will maintain a register of all current members.
- c. All members must have been resident or ratepayers for at least three months and have attained the age of eighteen years of age.

4. Interpretation

- a. The "Association " means the St Bathans Area Community Association.
- b. "The Committee" means the Management Committee.
- c. "AGM" means Annual General Meeting.
- d. "Year" means Calendar year.
- e. "Financial Year" means the year from 1 April to 31 March the following year.
- f. "Eligible voter" shall mean any resident or ratepayer as defined in Clause 3.
- g. Interpretation - Any confusion as to the meaning in this document shall be resolved by a majority decision of the Association and be binding.

5. Powers, Duties and Liabilities of The Association

- a. To do all things conducive to good administration and management: to deal with money, investments and property in the best interest of the Community.
- b. To purchase, construct, lease, hire or otherwise acquire any real and personal goods or

service and to dispose of such goods as seen fit by the Association in the best interest of the community.

- c. To seek, accept and receive any monies in any form whatsoever and to dispense as seen fit by the Association.
- d. To administer any gift or bequest to the Association in accordance with the deed of gift.
- e. To enter into an arrangement with any person, organisation, government. corporation, society, trust, company or local authority that will be of advantage to the Community.
- f. To employ anyone at the Association's discretion and to negotiate and approve payment for the service received.
- g. To maintain records of all activities of the Association.

6. The Management Committee

- a. The Management Committee will comprise a total of twelve individual persons, a Chairperson and six other members elected by the eligible voters, a representative from each of three groups selected by the Community and two advisory members, one from each of the CODC and DOC. The elected members and groups will serve for a period of two years.
- b. The Management Committee will be responsible to the Association for the following:
 - (1) managing the affairs of the Association;
 - (2) implementing policy set at General Meetings; and
 - (3) exercising the powers of the Association in the furtherance of its objectives.
- c. The Management Committee will appoint by formal resolution a Secretary and Treasurer.
- d. The Chairperson will convene Management Committee meetings at least four times each year.
- e. The quorum for Management Committee meetings will be seven elected members.
- f. The Management Committee may form sub-committees.
- g. The Management Committee may co-opt up to three people, who need not be members of the Association, to assist the Management Committee, in an advisory capacity.
- h. In the event of a vacancy on the Management Committee, the Committee may, by majority decision, appoint a person to fill the vacancy until the next AGM
- i. The position of a Committee member shall automatically become vacant if:
 - (1) In the opinion of the Committee, based on clearly stated grounds, a member becomes incapable of carrying out his/her duties or conducts him/herself in a manner that reflects adversely on the standing or status of the Association.
 - (2) If a Committee member absents him/herself from three consecutive Committee meetings without formal apology or reason given.
- j. Misconduct of, or fraud by a member, could lead the Committee to terminate membership of the Committee.
- k. A Committee member must declare any financial interest or other conflict of interest in a subject under consideration, greater than the members generally. Then he/she will be excluded from the voting numbers on any decision pertaining to that subject, but may otherwise continue as a member of the Committee.
- l. In the event of equal numbers voting for and against a motion, the Chairperson shall have a casting vote.

7. Control of Funds

- a. All funds received by the Association will be paid into its bank account.
- b. All cheques and withdrawal slips drawn on the Association's account will be signed by the Treasurer and one of two other members appointed by resolution of the Management Committee.
- c. The Treasurer may pay accounts up to the amount of \$500.00 after consultation with the Chairperson; larger amounts will require approval by a quorum of the Committee.
- d. The income and property of the Association is to be applied solely to further the objectives of the Association. No income or property is to be paid or transferred directly or indirectly to any members. This will not prevent the payment, with the prior approval of the Management Committee, of reasonable remuneration or expenses to any officer or employee of the Association or to any member for any services performed by them for the Association.
- e. A financial report shall be presented at each Management Committee Meeting.

8. Payments to Members (Honoraria)

- a. ***No member of the Association or any person associated with a member shall practice in or materially influence any decision made by the Association in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.***
- b. ***Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.***

9. Indemnity & Liability of the Management Committee

- a. Subject to any provision herein to the contrary, no Committee member shall be liable for any loss NOT attributable to his/her own dishonesty, willful negligence, complete apathy or the willful commission of any acts known to him/her to be a breach of trust or of this Constitution.
- b. A Committee member shall be accountable for any act of commission or omission or for anything done as a Committee member or for which he/she would be responsible under this Constitution for a period of one year from the date of his/her ceasing to be a Committee member.

10. General Meetings

- a. General Meetings of the Association will be held at least twice a year to:
 - (1) receive reports from the Management Committee regarding the activities and finances of the Association;
 - (2) decide on matters affecting the Association; and
 - (3) establish policy directions to be carried out by the Management Committee.
- b. General meetings will be open to all members.

11. Annual General Meeting

- a. The Annual General Meeting of the Association will be held each year not more than thirteen months after the previous AGM.
- b. The business of the AGM will include:
 - (1) the Annual Report;
 - (2) The Financial Accounts;
 - (3) the appointment of an auditor (if required);
 - (4) the election of a Management Committee and it's Officers

- (5) Consideration of proposed constitutional amendments(as previously notified)
- (6) General business

12. Extraordinary General Meetings

- a. An Extraordinary General Meeting may be called by the Management Committee or by any fifteen members giving written notice to the Secretary.
- b. The Secretary will give at least fourteen days notice of an Extraordinary General Meeting no later than fourteen days following receipt of the request.
- c. The notice for an Extraordinary General Meeting will include the reasons for calling the meeting.

13. Conduct of Association Meetings

- a. The quorum for all Association meetings will be twelve members.
- b. All meetings will be chaired by the Chairperson or in her/his absence, by an eligible voter elected by the meeting, and be conducted in accordance with the Association's Standing Orders for Meetings.
- c. Decision-making will be by consensus but failing a consensus, decisions will be made by a simple majority vote of the members present including any proxy votes which may have been provided.

14. Notice of Association Meetings

Members will be provided with fourteen days written notice of all Association meetings stating the time, date and venue.

15. Property

Membership of the Association shall not be deemed to confer upon any member or otherwise any right, title or interest, either legal or equitable in the property of the Association.

16. Common Seal

The Common Seal of the Association will be held by the Secretary and will be used only when authorised by a resolution of the Management Committee.

17. Amendments and Alterations

- . The Association may alter, add or cancel any rules at the Annual General Meeting or an Extraordinary General Meeting, provided that:
 - a. Written notice of the proposed change is included in the notice calling the meeting;
 - b. A two thirds majority of the members present at the meeting agree to the change; and
 - c. No alteration, addition or cancellation will be made to these rules that are in conflict with the objectives of the Association.
 - d. *No addition to or alteration or recession of the rules shall be approved if affects the non-profit aims, personal benefit clause or the winding up clause.***

18. Dissolution

- a. The Association may be wound up if:
 - (1) a majority of the members at a General Meeting pass a resolution to wind up the Association;
 - (2) a second meeting is held not earlier than thirty days since the first meeting, to confirm or reject the resolution; and at the second meeting a two-thirds majority of the members confirm the resolution.
- b. In the event of the Association being wound up the property and assets of the

Association shall, after discharge of all its liabilities, be made over or donated to a charitable institution or non-profit society affiliated to or closely associated with the Association.