

Peel Trails Group Constitution

March 2007 version, as approved at the Special General Meeting on 16 March 2007.

1.0 NAME

The name of the Association is the Peel Trails Group (Inc) hereinafter referred to as the Group.

2.0 DEFINITIONS

Throughout this Constitution, if not inconsistent within the context:

- 2.1 The Act means the Associations Incorporation Act 1987.
- 2.2 The Region means the Peel Region located in that area encompassing the Shires of Serpentine-Jarrahdale, Boddington, Murray, Waroona and the City of Mandurah.

3.0 OBJECTS OF THE GROUP

The property and income of the group shall be applied solely towards the promotion of the objects or purposes of the group and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members of the group, except in good faith in the promotion of those objects or purposes

The broad objects for which the Group is established are:

- 3.1 To encourage the establishment and development of trails by local groups and organisations within the Peel Region.
- 3.2 To advise relevant community groups & organisations on the implications of policy, issues and other aspects of maintaining a network of trails within the Region.
- 3.3 To coordinate research, provide information, and foster information sharing between community groups, relevant organisations and current trail users
- 3.4 To advise on planning, development and maintenance issues pertinent to trails in the Region.
- 3.5 To assist community groups and relevant organisations in the development of strategies to promote and optimise the usage of trails within the Region.
- 3.6 To do all such other things which are conducive to the establishment, good order and high usage of designated trails within the Region.

4.0 POWERS (as conferred by Section 13 of the Act)

The Group shall have the power to do all such lawful things as may be necessary or conducive to the attainment of the objectives of the Group and in particular may:

- 4.1 Acquire, hold, deal with and dispose of any real or personal property;
- 4.2 Open and operate bank accounts;
- 4.3 Invest its money -
 - (i) in any security in which trust moneys may be invested; or
 - (ii) in any other manner authorised by the rules of the Group;
- 4.4 Borrow money upon such terms and conditions as the Group thinks fit;
- 4.5 Give such security for the discharge of liabilities incurred by the Group as the Group thinks fit;
- 4.6 Appoint agents to transact any business of the Group on it's behalf; and
- 4.7 Enter into any other contract the Group considers necessary or desirable.

5.0 MEMBERSHIP

- 5.1 Membership shall be open to any person who is interested in furthering the objectives of the Group and is accepted by the Management Committee.
- 5.2 Membership shall be open to any organisations who are interested in furthering the objectives of the Group and is accepted by the Management Committee. Such organisations shall appoint from its own membership one representative who may speak and vote on its behalf.
- 5.3 Any person seeking membership shall make application to the Management Committee, and the Management Committee shall determine whether the application is successful or not. Applications denied shall be advised in writing.
- 5.4 Each person admitted to membership shall be;
 - 5.4.1 Bound by the Constitution and By-laws of the Group.
 - 5.4.2 Liable for such fees and subscriptions as may be fixed by the Group.
 - 5.4.3 Entitled to all advantages and privileges of membership.

6.0 MEMBERSHIP CATEGORIES

6.1 Ordinary Member

Any person who is a financial member of the Group is entitled to hold office and enjoy the privileges of the Group

6.2 Corporate Member

An organisation or local government authority represented by a delegate who may speak and vote on their behalf. The delegate is entitled to hold any office and enjoy the privileges of the Group

6.3 Patron

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

7.0 SUBSCRIPTIONS

7.1 The annual subscription shall be determined by the Management Committee and reviewed yearly.

8.0 REGISTER OF MEMBERS

8.1 The Secretary shall prepare and maintain an accurate and up to date register in which shall be entered the full name, address and date of membership of each member or organisation representative.

8.2 A member may at any time inspect the records and documents of the Group

9.0 RESIGNATION OF MEMBERS

9.1 A member may resign on giving written notice to the Secretary. The resignation shall be immediately effective on delivery of the notice.

10.0 TERMINATION OF MEMBERSHIP

10.1 Any person's or organisations membership may be terminated by the following events;

10.1.1 Resignation;

10.1.2 False or inaccurate statements made in the member's application for membership of the Group or by any act detrimental to the Group.

10.1.3 Any act detrimental to the Group

10.1.4 Failure to pay membership fees by the due date

10.2 The Management Committee shall have the power to suspend or expel any member of the Group for any of the events on Item 10.1 above.

10.3 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 purposes, and the decision of the General Meeting shall be final.

11.0 MANAGEMENT COMMITTEE

11.1 The affairs of the Group shall be managed by a Committee of Management, elected by the members at the Annual General Meeting, and consisting of:

Chairperson
Vice Chairperson
Secretary
Treasurer
Up to five other Group members

11.2 No person shall hold more than one position on the Management Committee at any one time.

11.3 A person shall cease to be a member of the Management Committee at the conclusion of the Annual General Meeting which follows his/her election and he/she will be eligible for re-election.

11.4 If the Chairperson or Vice Chairperson is unable to attend, then a chairperson nominated by the meeting shall chair the meeting.

11.5 A member of the Management Committee may lose his or her seat on the Committee for either of the following:

- (i) Absence from three or more meetings without leave of absence.
- (ii) Found not to be a financial member.

12.0 MANAGEMENT COMMITTEE - TERMS OF REFERENCE

12.1 The Management Committee shall carry out the day to day running of the Group and shall have the power to:

- 12.1.1 Administer the finances, appoint bankers and direct the opening of bank accounts for specific purposes and to transfer funds from one account to another.
- 12.1.2 Fix the manner in which such banking accounts shall be operated upon, providing all payments are passed by the Management Committee.
- 12.1.3 Fix fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof.
- 12.1.4 Adjudicate on all matters brought before it which in any way affect the Group.
- 12.1.5 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members.
- 12.1.6 Nominate a committee member to keep custody of records, books, documents and securities of the group
- 12.1.7 Make, amend and rescind rulings and By -laws.
- 12.1.8 Have power to form and appoint any sub committees as required for specific purposes.
- 12.1.9 May at their discretion employ a person or persons to carry out certain duties required by the Group, at salaries or remunerations for such period of time as deemed necessary.
- 12.1.10 Should a vacancy occur on the Management Committee during the season, the Management Committee shall appoint a successor until the next Annual General Meeting.

13.0 AUDITOR

- 13.1 The Annual General Meeting shall elect or appoint an Auditor or Auditors.
- 13.2 The Auditor/s shall examine and audit all the books and accounts of the Group annually, and have the power to call for all books, papers, accounts, receipts, etc., of the Group and report thereon to the Annual General Meeting.

14.0 MEETINGS OF THE GROUP

14.1 MANAGEMENT COMMITTEE MEETINGS

- 14.1.1 Management Committee meetings shall be held at least four (4) times in the year.

14.1.2 The Secretary will give at least seven (7) days notice of the date, time and place of committee meetings

14.1.3 The quorum shall be four (4).

14.2 ANNUAL GENERAL MEETINGS

14.2.1 The Annual General Meeting of the Group must be held within four months of the end of the Group's financial year.

14.2.2 The Secretary shall give at least fourteen days notice of the time, date and place of the Annual General Meeting.

14.2.3 All financial members may attend the Annual General Meeting.

14.2.4 The quorum at the Annual General Meeting shall be a minimum of six (6) members. If, at the end of 30 minutes after the time appointed for the opening of the Meeting, there be no quorum, those members present shall be competent to discharge the business of the meeting.

14.3 THE AGENDA FOR THE ANNUAL GENERAL MEETING SHALL BE:

Opening of the Meeting.

Apologies.

Confirmation of the minutes of the previous Annual General Meeting.

Presentation and adoption of Annual Report.

Presentation of Treasurers Report.

Election of New Management Committee and Auditor.

Vote of thanks to outgoing Management Committee.

Notice/s of Motion.

Urgent General Business.

Closure.

14.4 SPECIAL GENERAL MEETINGS

14.4.1 Special General meetings may be called by the Management Committee, or at the request of the Chairperson, Secretary or on the written request of three (3) committee members or five (5) members.

14.4.2 The Secretary shall give at least seven (7) days notice of the date, time and place, in writing, of the Special General Meeting to the members.

14.4.3 Notice of the Special General Meeting shall set out clearly the business for which the meeting has been called. No other business shall be dealt with at the Special General Meeting.

14.4.4 The quorum at the Special General Meeting shall be a minimum of 6 members.

15.0 VOTING

15.1 Voting powers General Meetings:

15.1.1 The Chairperson shall be entitled to a deliberative vote and, in the event of a tied vote, the Chairperson shall exercise a casting vote.

15.1.2 Each individual financial member present shall have one vote.

15.2 Voting Powers at the Management Committee Meetings:

15.2.1 The Chairperson shall be entitled to a deliberative vote, and, in the event of a tied vote, the Chairperson shall exercise a casting vote.

15.2.2 Each individual committee member present shall have one (1) vote.

16.0 FINANCE

16.1 All funds of the Group shall be deposited into the Group's accounts at such bank or recognised financial institution as the Management Committee may determine.

16.2 All accounts due by the Group shall be paid by cheque after having been passed for payment at the Management Committee Meeting and when immediate payment is necessary, account/s shall be paid and the action endorsed at the next Management Committee Meeting.

16.3 The Treasurer shall not spend more than a set amount of Petty Cash without the consent of the Management Committee, and shall keep a record of such expenditure in a Petty Cash Book.

16.4 A statement showing the financial position of the Group shall be tabled at each Management Committee Meeting.

16.5 A statement of Income and Expenditure shall be submitted to the Annual General Meeting. The auditor's report shall be attached to such financial report.

16.6 The financial year of the Group shall commence 1 July each year. The accounts, books and all financial records of the Group shall be audited each year.

16.7 The signatories to the Group's accounts shall be the Treasurer and any one (1) of two Management Committee Members as appointed by the Management Committee.

17.0 PECUNIARY INTEREST

17.1 Where a member of the Management Committee has a pecuniary interest which is before a general meeting or a Management Committee Meeting for discussion, that

member shall declare the nature of that interest and shall not take part in deliberations or decisions of the Management Committee in respect of that matter.

18.0 ALTERATIONS TO THE CONSTITUTION AND BY-LAWS

- 18.1 No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting, or Special General Meeting, called for the purpose. Notice of all motions to alter, repeal or add to the Constitution shall be given to members fourteen (14) days prior to the Annual General Meeting or seven (7) days prior to a Special General Meeting called for such purpose.
- 18.2 The Secretary shall forward such notices of motion to each Management Committee member at least fourteen (14) days prior to the Annual General Meeting or seven (7) days prior to a Special General Meeting.
- 18.3 Alterations to the By-laws can be made only at the Management Committee Meetings provided notice of the proposed alteration/s has been duly notified to Committee Members.
- 18.4 Such motions, or any part thereof, shall be of no effect unless passed by a seventy five percent (75%) majority of those present and entitled to vote at the Annual General Meeting, Special General Meeting or Management Committee Meeting as the case may be.
- 18.5 Within one month of the passing of a Special Resolution, the Secretary shall notify the Ministry of Fair Trading of the amendment.

19.0 DISSOLUTION

- 19.1 The Group may be dissolved by a resolution carried by seventy five percent (75%) of the financial members at an Annual General Meeting or Special General Meeting.
- 19.2 If upon the winding up or dissolution of the group there remains after 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 the resolution of the members.

20.0 COMMON SEAL

- 20.1 The common seal of the Group shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or other document except pursuant to a resolution of the Management Committee and in the presence of at least the Chairperson and two members of the Management Committee, both of whom shall subscribe their names as witnesses.