

**Constitution
of
HEARTLANDS WESTERN AUSTRALIA INC**
As adopted on
17 September 2008

1. THE ASSOCIATION

1.1 Name

The name of the Association is "**Heartlands Western Australia Inc**".

1.2 Objects of the Association

The objects of the Association are:

- 1.2.1** To ensure all Members are promoting the objects of the Association;
- 1.2.2** To support and encourage Group Membership;
- 1.2.3** To foster optimism and vision among existing communities within the Region to create pride and a strong desire to be associated with the Region;
- 1.2.4** Encourage excitement and interest for the Region and by doing so attract visitors to the area;
- 1.2.5** Promote the energy and vitality of the Region to encourage potential residents, investment, industry, business and development;
- 1.2.6** Educate stakeholders within the Region in relation to strategies for marketing the region;
- 1.2.7** Provide educational services and guidance to existing communities, industry and business in relation to marketing the Region;
- 1.2.8** To create and manage the integrity, promote the image and encourage recognition of the "Heartlands Western Australia" and "Heartlands Country" brands developed for the promotion of the Region and its products and services;
- 1.2.9** To promote and stimulate demand for products and services from the Region including establishing and maintaining relationships with customers of the Region;
- 1.2.10** To promote the Region as a place to live and work with an overall objective of attracting people to the Region;
- 1.2.11** To research, establish and maintain income sources for the operation and development of the Association;
- 1.2.12** To cooperate and build relationships with organisations outside of and within the region where opportunities exist to work together for mutual benefit,

and the property and income of the Association will be applied solely towards the promotion of the objects of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to Members, except in good faith in the promotion of such objects.

1.3 Powers

The Association will manage its affairs in accordance with this constitution and will have the power to do all such acts and things whether solely or in conjunction with any person or persons as may be considered incidental or conducive to the above objects including, but not limited to the following powers:

- 1.3.1** to purchase, take or lease, build or otherwise acquire and maintain, improve or alter any building or other real property or personal property;

- 1.3.2 to open and operate bank accounts;
- 1.3.3 to invest in:
 - 1.3.3.1 any security in which trust monies may lawfully be invested; or
 - 1.3.3.2 any other manner authorised by the rules of the Association or the Act;
- 1.3.4 to sell, exchange, lease, mortgage, hire, dispose of, or turn to account or otherwise deal with all or any of the real or personal property of the Association;
- 1.3.5 to borrow, raise or secure the payment of money in any manner whatsoever together with the power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property, real or personal, either present or future, of the Association and to redeem or pay off any existing or future security;
- 1.3.6 to conduct appeals for funds and to accept subsidies or donations, whether from real or personal estates;
- 1.3.7 to invest and deal with monies of the Association not immediately required for the purposes of the Association in a manner, which is beneficial to the Association;
- 1.3.8 to hold property on any trust on such terms as the Association will from time to time decide;
- 1.3.9 to appoint, employ and pay officers, agents and servants and suspend and dismiss any officer, agent or servant;
- 1.3.10 to enter into contracts and agreements with any person, firm, corporation or any organisation, or to join or cooperate with any person, firm, corporation or any other organisation in any act, matter or thing which may be conducive to the attainment or performance of any activity or venture within the objects of the Association;
- 1.3.11 to establish an appropriate co-operative or similar legal structure to provide for the warehousing, marketing and distribution of Regional Western Australian products and services; and
- 1.3.12 to act as trustee and accept and hold real and personal property upon trust, but not including the power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene the Act or the rules of the Association.

2. THE BOARD

2.1 Composition of the Board

The affairs of the Association will be managed exclusively by the Board, consisting of:

- 2.1.1 a Chairperson;
- 2.1.2 a Deputy Chairperson;
- 2.1.3 a Secretary;
- 2.1.4 a Treasurer; and
- 2.1.5 not less than two other persons, all of whom must be Members of the Association

PROVIDED that the Board shall not exceed nine (9) Members in total at any one time.

2.2 Appointment of Inaugural Board

At the inaugural meeting of the Association the Members present will nominate persons to hold all Offices of the Association from the floor of the meeting. These nominations will be effective if carried by a simple majority of the Members present. Where a simple majority is carried the nominated Member will be appointed to the relevant Office of the Association, provided that the appointment of any Member to an Office of the Association will only be effective if accepted by the relevant Member.

Appointments to Offices of the Association made at the inaugural meeting will only be effective until the first full Annual General Meeting of the Association at which time all Offices of the Association will be elected in accordance with the clause 2.3.

2.3 Election of the Board

Subject to clause 2.2, Board Members must be elected to membership of the Board at an annual general meeting or appointed under clause 2.5.

2.4 Term of Appointment

2.4.1 It is the intention of the Members that only half of the Offices of the Association should be up for re-election at any one time (subject to casual vacancies). Accordingly, one half of the Offices of the Association appointed at the inaugural Annual General Meeting will only serve Half Terms. Lots must be drawn at the inaugural Annual General Meeting to determine which Offices of the Association appointments will be for Half Terms and which appointments will be for Four Year Terms.

2.4.2 All subsequent appointments to Offices of the Association will be for Four Year Terms.

2.4.3 There is no limit to the number of terms in which any Member can hold an Office of the Association.

2.5 Eligibility for Appointment to the Board

To be eligible to be nominated to, appointed and hold a position on the Board of the Association, a person must meet, and continue to meet, all of the requirements of this clause 2.5. Accordingly, if at any time a person fails to continue to be eligible to be a Member of the Board in accordance with this clause 2.5 then that person must either resign from the Board or be removed from the Board by a resolution to that effect by the Board.

2.5.1 No person may be appointed to the Board unless that person:

2.5.1.1 has not been convicted of an offence of dishonesty;

2.5.1.2 is financial solvent and can meet their debts as and when they fall due;

2.5.1.3 agrees to the obligations of confidentiality and good faith in accordance with clause 15,

and signs any necessary acknowledgement of these requirements as reasonably required by the Board or Association from time to time.

2.5.2 To be eligible to be appointed to the Board a person must:

2.5.2.1 be an Individual Member of the Association; or

- 2.5.2.2 be a board, or relevant management committee, member of a Group Member of the Association; or
- 2.5.2.3 be nominated by the board or relevant management committee of a Group Member of the Association to be appointed as a member of the Board.

2.6 Nomination for Appointment

- 2.6.1 Subject to clause 2.5, except for nominees under clause 2.6.4, a person is not eligible for election to membership of the Board unless a Member has nominated him or her for election by delivering notice in writing of that nomination, signed by-
 - 2.6.1.1 the nominator; and
 - 2.6.1.2 the nominee to signify his or her willingness to stand for election,to the Secretary not less than 7 days before the day on which the annual general meeting concerned is to be held.
- 2.6.2 A person who is eligible for election or re-election under this rule may -
 - 2.6.2.1 propose or second himself or herself for election or re-election; and
 - 2.6.2.2 vote for himself or herself.
- 2.6.3 If the number of persons nominated in accordance with clause 2.6.1 for election to membership of the Board does not exceed the number of vacancies in that membership to be filled-
 - 2.6.3.1 the Secretary must report accordingly to; and
 - 2.6.3.2 the Chairperson must declare those persons to be duly elected as members of the Board at the annual general meeting concerned.
- 2.6.4 If vacancies remain on the Board after the declaration under clause 2.6.3, additional nominations of Board members may be accepted from the floor of the annual general meeting. If such nominations from the floor do not exceed the number of vacancies the Chairperson must declare those persons to be duly elected as members of Board. Where the number of nominations from the floor exceeds the remaining number of vacancies on the Board, elections for those positions must be conducted.
- 2.6.5 If a vacancy remains on the Board after the application of clause 2.6.4, or when a casual vacancy within the meaning of clause 2.7 occurs in the membership of the Board-
 - 2.6.5.1 the Board may appoint a Member to fill that vacancy; and
 - 2.6.5.2 a Member appointed under this sub-rule will -
 - 2.6.5.2.1 hold office until the election referred to in sub-rule (2); and
 - 2.6.5.2.2 be eligible for election to membership of the Board,at the next following annual general meeting.

2.7 Casual Vacancies

A casual vacancy occurs in the office of a Board member and that office becomes vacant if the Board

member-

- 2.7.1 dies;
- 2.7.2 resigns by notice in writing delivered to the Chairperson or, if the Board member is the Chairperson, to the Vice-Chairperson and that resignation is accepted by resolution of the Board;
- 2.7.3 is convicted of an offence under the Act;
- 2.7.4 is permanently incapacitated by mental or physical ill-health;
- 2.7.5 is absent from more than-
 - 2.7.5.1 3 consecutive Board meetings; or
 - 2.7.5.2 3 Board meetings in the same financial year without tendering an apology to the person presiding at each of those Board meetings,

of which meetings the Member received notice, and the Board has resolved to declare the office vacant;
 - 2.7.5.3 ceases to be a Member of the Association; or
 - 2.7.5.4 is the subject of a resolution passed by a general meeting of Members terminating his or her appointment as a Board member.

2.8 Remuneration of Board Members

All Board members holding the positions of Chairperson, Vice Chairperson, Secretary or Treasurer may be paid an honorarium for fulfilling their respective roles and shall be reimbursed for all reasonable costs associated with their attendance at meetings as determined appropriate by the Board from time to time.

2.9 Chairperson and Deputy Chair Person

- 2.9.1 The Chairperson will preside over meetings of the Board in accordance with clause 6.1.
- 2.9.2 The Chairperson and Deputy Chair Person shall perform such functions as determined by the Board from time to time.

2.10 Secretary

The Secretary must:

- 2.10.1 co-ordinate the correspondence of the Association;
- 2.10.2 keep full and correct minutes of the proceedings of the Board and of the Association;
- 2.10.3 comply on behalf of the Association with-
 - 2.10.3.1 section 27 of the Act with respect to the register of Members of the Association, as referred to in clause 3.7;
 - 2.10.3.2 section 28 of the Act by keeping and maintaining in an up to date condition the rules of the Association and, upon the request of a Member of the Association, must make available those rules for the inspection of the Member and the Member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and

2.10.3.3 section 29 of the Act by maintaining a record of -

2.10.3.3.1 the names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Board and persons who are authorised to use the common seal of the Association under clause 9.4; and

2.10.3.3.2 the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association,

and the Secretary must, upon the request of a Member of the Association, make available the record for the inspection of the Member and the Member may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;

2.10.3.4 perform such other duties as are imposed by these rules on the Secretary.

2.11 Treasurer

The Treasurer must-

2.11.1 be responsible for the receipt of all moneys paid to or received by, or by him or her on behalf of, the Association and must issue receipts for those moneys in the name of the Association;

2.11.2 pay all moneys referred to in clause 2.11.1 into such account or accounts of the Association as the Board may from time to time direct;

2.11.3 make payments from the funds of the Association with the authority of a general meeting or of the Board and in so doing ensure that all cheques are signed by himself or herself and at least one other authorised Board member, or by any two others as are authorised by the Board;

2.11.4 comply on behalf of the Association with sections 25 and 26 of the Act with respect to the accounting records of the Association by-

2.11.4.1 keeping such accounting records as correctly record and explain the financial transactions and financial position of the Association;

2.11.4.2 keeping its accounting records in such manner as will enable true and fair accounts of the Association to be prepared from time to time;

2.11.4.3 keeping its accounting records in such manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and

2.11.4.4 submitting to Members at each annual general meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.

2.11.5 whenever directed to do so by the Chairperson, submit to the Board a report, balance sheet or financial statement in accordance with that direction;

2.11.6 unless the Members resolve otherwise at a general meeting, have custody of all securities, books and documents of a financial nature and accounting records of the Association, including those referred to this clause 2.11; and

2.11.7 perform such other duties as are imposed by this constitution on the Treasurer.

3. MEMBERSHIP

3.1 Classes of Membership

The Association will offer the following classes of Membership:

3.1.1 Individual;

3.1.2 Corporate; and

3.1.3 Group

3.2 Eligibility for Membership

Subject to clause 3.11:

3.2.1 **Individual Membership** is open to any person who makes an application to the Association;

3.2.2 **Corporate Membership** is open to any business, organisation, company or other entity that makes an application to the Association;

3.2.3 **Group Membership** is open to any Association incorporated in accordance with the *Associations Incorporation Act 1987 (WA)* whose objects and conduct are consistent with those of the Association;

and agrees to comply with the rules of the Association, including paying any applicable Membership Fee.

3.3 Rights attached to classes of Membership

Each Member of a class of Membership shall have following rights in relation to the Association for so long as they remain a Member of the Association:

3.3.1 **Individual Members** shall be entitled to one (1) vote at any general meeting and shall be eligible to be appointed to any Office of the Association;

3.3.2 **Corporate Members** shall be entitled to one (1) vote at any general meeting and shall be entitled to have their logo displayed on the Website;

3.3.3 **Group Members** shall be entitled to:

3.3.3.1 the number of votes calculated in accordance with the following formula:

$$\frac{\text{(the number of Members (of any class of membership) at the relevant time / 3)}}{\text{the number of Group Members at the relevant time}}$$

Where the value of votes determined in accordance with the above formula is not a whole number, the number will be rounded up to the nearest whole number.

For example:

Where there are 2 Group Members, 5 Corporate Members and 14 Individual Members:

$$\frac{21}{3} = 3.5$$

Accordingly each Group Member will be entitled to 4 votes.

This calculation of the voting entitlement of Group Members has been included to further the objects of the Association (in particular see clause 1.2.2) as it is the intention of the Association that the vote of Group Members shall be weighted to take into account that a Group Member represents all of the individual members of that Group, and not a sole individual such as the Individual Membership.

3.3.3.2 the use of Heartlands Name and Heartlands Logo in accordance with the policy or rules for such use as determined by the Board from time to time; and

3.3.3.3 be listed on the Website, and where determined by the Board have the Group Member's content included in the Website.

3.4 Factors to be considered in determining Membership

In deciding whether to grant any application for Membership, the Board may take into account the following factors:

3.4.1 the character and reputation of the applicant;

3.4.2 the financial solvency of the applicant;

3.4.3 whether the applicants membership of the Association will be conducive to the realisation of the objects of the Association,

and such other matters as the Board shall consider appropriate from time to time.

3.5 Application for Membership

Any eligible applicant in accordance with clause 3.2 may apply to the Board for membership of the Association in writing in the form (if any) from time to time prescribed by the Board, which must be:

3.5.1 signed by the individual or duly authorised officer of the organisation seeking membership and by two Members proposing and seconding the application for membership; and

3.5.2 accompanied by payment of the annual subscription fee as applicable at the relevant time.

3.5.3 stating the class of membership desired.

3.6 Admission to Membership

The Board shall consider each application for membership at its next board meeting and shall accept or reject the application on the basis of the guidelines set out in clause 3.4. The Secretary will advise the applicant of the Board's decision regarding membership within 14 days. If an application is rejected any subscription fee provided shall be refunded in full.

3.7 Register of Membership of the Association

3.7.1 The Secretary on behalf of the Association must keep a register of Members listing the name and postal or residential address of Members in accordance with section 27 of the Act. The register shall be held by the Secretary at such location as approved by the Board from time to time.

3.7.2 The Secretary shall make the register available for the inspection by a Member upon their request.

The Member may make a copy of, or take an extract from, the register but shall have no right to remove the register for that purpose.

- 3.7.3** The name of any organisation or individual that ceases to be a Member shall be deleted from the register of Members.

3.8 Subscriptions of Members of the Association

- 3.8.1** The Members may, at a general meeting, determine the amount of any subscription to be paid by Members of each class of membership (the “**Membership Fee**”).

- 3.8.2** On or before 1 July each year or such other date as the Board may determine, each Member shall pay to the Association the applicable Membership Fee.

- 3.8.3** A person or organisation ceases to be a Member if they fail to pay the Membership Fee by the date fixed by the Board in accordance with clause 3.8.2.

- 3.8.4** Upon the payment of the requisite Membership Fee a Member’s rights may be reinstated (retrospectively) as determined by the Board.

- 3.8.5** Until otherwise determined in accordance with clause 3.8.1, the Membership Fee’s for the Association are as follows:

Individual Membership: \$50.00 (incl. GST)

Corporate Membership: \$200.00 (incl. GST)

Group Membership: \$200.00 (incl. GST)

3.9 Resignation and Cessation of Membership

- 3.9.1** A Member shall cease to be a Member:

3.9.1.1 upon the death of an Individual Member;

3.9.1.2 upon the written resignation of a Member

3.9.1.3 on the failure of the Member to pay the requisite Membership Fee within the time required by clause 3.8.2, unless (and until) such membership is reinstated in accordance with clause 3.8.1.

3.9.1.4 upon expulsion pursuant to clause 3.11.

- 3.9.2** Resignation pursuant to clause 3.9.1.2 will be effective upon the delivery, posting or electronic transmission of the notice of resignation.

3.10 Member Remains Liable for Subscription

A Member who ceases to be a Member remains liable to pay the Association the amount of any subscription due and payable to the Association but unpaid at the date of cessation of membership.

3.11 Expulsion of Members

- 3.11.1** If the Board considers that a Member should be expelled from the membership of the Association because the Member’s conduct is detrimental to the interests of the Association, or the Member has willfully breached the provisions of this constitution or a condition of membership, the Board

shall communicate, either orally or in writing, to the Member not less than 30 days before the date of the board meeting convened to discuss the question of expulsion of the Member:-

3.11.1.1 notice of the proposed expulsion of the Member and of the time, date and place of the Board meeting at which the question of that expulsion will be decided; and

3.11.1.2 the particulars and full details of the conduct alleged to be detrimental to the breach of this constitution or the conditions of membership.

3.11.2 At the Board meeting referred to in clause 3.11.1, the Board may, having afforded the Member concerned a reasonable opportunity to be heard or make representations in writing, expel the Member from membership of the Association and the Board shall forthwith communicate that decision in writing to the Member.

3.11.3 Any Member who is expelled from the membership may appeal against the expulsion by giving notice of appeal to the Board within 14 days after receipt of notification of expulsion pursuant to the preceding clause.

3.11.4 Upon receipt of the notice of appeal, the Association shall arrange for the decision to expel the Member to be reviewed by the membership of the Association at the next general meeting.

3.11.5 At the next general meeting, the Member concerned, shall be given a reasonable opportunity to be heard or to make written representations in answer to the allegations against him or her after which the membership of the Association shall vote to confirm or set aside the decision of the Board to expel the Member.

3.11.6 Until membership of the Association makes a determination in accordance with clause 3.11.5 the membership of appealing Member shall be suspended. If the membership of the Association determines that the appealing Member's membership should be reinstated then the reinstatement will apply retrospectively to the date the Member was first expelled by the Board.

3.12 Privileges of All Members

Subject to clause 3.3, any Member may, by virtue of being a Member:

3.12.1 receive (at the last address given to the Association) any notice of any general meeting of Members of the Association;

3.12.2 attend any general meeting of Members of the Association, and exercise:-

3.12.2.1 a vote in respect of any motion put;

3.12.2.2 a vote at any such meeting.

3.12.3 nominate and elect a representative as a Member of the Board in accordance with this constitution;

3.12.4 attend, or participate in, such functions, events or activities for Members of the Association, as the Board may organise.

3.13 Inspection of records etc of Association

A Member may at any reasonable time inspect without charge the constitution, books, documents, records and securities of the Association.

4. CHIEF EXECUTIVE OFFICER

4.1 Employment of the Chief Executive Officer

The Board acting on behalf of the Association may employ a Chief Executive Officer (or equivalent) on such terms and conditions as the Board may, in its absolute discretion, think fit and, subject to the terms of any contract of employment, may revoke or terminate the employment of the Chief Executive Officer and appoint and employ any other person as Chief Executive Officer.

4.2 Employment of Association Staff

The Board or, if relevant, the Chief Executive Officer with the authority of the Board, may employ such staff that may be necessary to assist the Association to operate or further its objectives on such terms and conditions approved by the Board.

4.3 General duties of the Chief Executive Officer

Where a Chief Executive Officer is appointed they will, during the term of their appointment, be required to:

- 4.3.1** attend and take part in all meetings of the Board and membership of the Association;
- 4.3.2** supervise the day-to-day running of the Association in compliance with all directions from time to time given by the Board and to administer the Association in accordance with the organisations strategy plan as adopted and amended from time to time by the Association.
- 4.3.3** comply with and fulfill the duties of the Chief Executive Officer as specified by the Board in the Chief Executive Officer's duty statement, provided by the Board to the Chief Executive Officer from time to time.
- 4.3.4** advise the Board as to the best means of administering and promoting the affairs of the Association.
- 4.3.5** co-ordinate all correspondence relating to the Association, the Board and Members of the Association.

4.4 Minutes

- 4.4.1** The Secretary will ensure that proper minutes of all Board meetings and general meetings of the membership of the Association are taken and entered in the Association's minute book within 30 days after the holding of each meeting.
- 4.4.2** The Secretary will distribute copies of the minutes to the Board members.
- 4.4.3** The Chairperson must ensure that the minutes taken of a general meeting or Board meeting under clause 4.4.1 are checked and signed as correct by the Chairperson of the general meeting or Board meeting to which those minutes relate by the next succeeding general meeting or Board meeting, as the case be.

5. AUDITOR

At each annual general meeting the Board will appoint a suitably qualified auditor for the Association. At the close of each financial year the Board will direct the auditor to submit to the Board an audited report, balance sheet and financial statements for the Association. The Treasurer will provide any records or assistance required to enable the auditor to complete the report.

6. PROCEEDINGS OF BOARD MEETING

- 6.1 The Chairperson will preside at all general meetings and Board meetings. In the absence of the Chairperson the Vice Chairperson will preside over the relevant general meeting or Board meeting. In the absence of both the Chairperson and the Vice Chairperson then a Board member elected by the other Board members present will preside at the relevant general meeting or Board meeting.
- 6.2 The Board will meet to discuss the management of the Association and to dispatch business relating to the Association at least once every 2 calendar months. The Chairperson or at least half the members of the Board may at any time convene a Board meeting.
- 6.3 Each member of the Board shall be entitled to one deliberative vote.
- 6.4 A question arising at any Board meeting shall be decided by the majority of votes, however if there is no majority the person presiding at the Board meeting will have the casting vote in addition to his or her deliberative vote.
- 6.5 Not less than 4 members of the Board present at any Board meeting is required to constitute a quorum.
- 6.6 In the absence of a quorum the Chairperson shall reconvene the Board meeting within 1 month.
- 6.7 Subject to this constitution, the procedure and order of business to be followed at a Board meeting will be determined by the Board members present.
- 6.8 Any member of the Board having a direct or indirect pecuniary interest in a decision, contract or proposed contract, made by, or in the contemplation of the Board, will as soon as the Board member becomes aware of the interest, disclose the nature and extent of the interest to the other members of the Board. Such disclosure will be recorded in the minutes of the meeting at which the disclosure is made.
- 6.9 Any member of the Board with an interest as disclosed in clause 6.7 will not take part in any deliberations or decisions of the Board which may in any way relate to that interest.
- 6.10 The Board may invite any person or persons to attend a Board Meeting, but person(s) will not be entitled to vote on any resolution of the Board.
- 6.11 A Board Meeting may, at the request of a Board Member, be held by the contemporaneous linking by telephone or live audio-visual transmission (or similar) of a number of Board Members not less than a quorum, provided the other Board Members agree to this contemporaneous linking.

7. CIRCULAR RESOLUTIONS

- 7.1 For the purposes of this clause 7 a reference to:

“all of the Board Members” does not include a Board Member who would not be entitled to vote on the relevant resolution at a Board meeting, as the case may be;

“document” includes a document create or stored in any electronic medium and retrievable in perceivable form; and

“sign” includes to sign by electronic or digital method intended by the party to have the same force and effect as **the** use of a manual signature provided that such signature, identifies the person using it, is capable of verification and indicates that persons approval of the content of the relevant document by linking the document in such a manner that if the document was altered the electronic signature is invalidated.

- 7.2 If all of the Board Members sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been unanimously passed at a

Board Meeting, held at the date and time at which the document was signed by the last Board Member. The relevant document may consist of a number of counterparts and if so the counterparts taken together constitute one document.

8. MEETING OF MEMBERS

8.1 Annual General Meeting

The Association will hold one annual general meeting of Members within the time limits provided by section 23 of the Act that is, in every calendar year within 4 months of the end of financial year.

8.2 Notice of Annual General Meeting

The Board will give notice of the date, time and place of the annual general meeting at least 1 month before the date of the annual general meeting.

8.3 Business of the Annual General Meeting

At the annual general meeting the Association shall transact the following business in the following order:

- 8.3.1** reading of the notice of the meeting;
- 8.3.2** recording of apologies;
- 8.3.3** reading and confirmation (by resolution) of the minutes of the previous annual general meeting;
- 8.3.4** reading and confirmation (by resolution) of any special general meetings (if any) since the previous annual general meeting;
- 8.3.5** reading of the report of the Chairperson of the Association on the activity of the Association during preceding year;
- 8.3.6** reading or tabling an adoption or other disposal (by resolution) of the accounting reports prepared by the auditor of the Association;
- 8.3.7** election of office holders to the Board in place of those retiring;
- 8.3.8** review and, where applicable determine, the Membership Fees payable from time to time; and
- 8.3.9** any special business of which 14 days prior written notice has been given to the Board and the Association.

8.4 Special General Meetings

A special general meeting will be called at any time:

- 8.4.1** by the Chairperson upon the resolution of the Board; or
- 8.4.2** by the Chairperson at the request of not less than one third of the Members.

8.5 Notice of Meeting of Members

Notices of any special general meeting shall be provided 14 days prior to the meeting stating the date, time and place at which the annual general meeting or special general meeting is to be held.

8.6 Voting by Proxy

Any Member that is unable to attend any annual general meeting or special meeting may appoint a proxy, who may exercise all the rights of that Member at that meeting. The appointment of proxies must be confirmed in writing. Such confirmation must be submitted to the Association prior to the commencement of the meeting in question.

8.7 Quorum

At least six Members of the Association either present in person or represented by proxy at any general meeting are required to constitute a quorum.

9. THE ASSOCIATION

9.1 Not for Profit Organisation

The Association will be a not for profit organisation.

9.2 Income and Property

The income and property of the Association shall be applied solely to the promotion of its objects and no part thereof shall be paid or otherwise transferred directly or indirectly by way of dividends or bonuses or otherwise by way of pecuniary profit to the membership, provided always that remuneration may be paid in good faith to officers and servants of the Association and other persons in return for services actually rendered to the Association.

9.3 Funding

The Association may canvass funds from the Government, and Government instrumentalities, as well as individuals, businesses, companies and other organisations and may enter into Board approved commercial arrangements designed to create funds and funds so obtained shall be applied solely for the objects of the Association.

9.4 Common Seal

The Association may by resolution of the Board determine to have a common seal. Where the Association has a common seal:

- 9.4.1** the name of the Association will appear on the common seal in legible characters;
- 9.4.2** may only be used with the express authority of the Board and every use of that common seal must be recorded in the minute book;
- 9.4.3** will be kept in the custody of the Secretary or of such other person as the Board from time to time decides.

10. INDEMNITY

Each member of the Board, employee of the Association and auditor for the time being of the Association acting in relation to the affairs of the Association will be indemnified out of the assets of the Association from and against all actions, claims, demands, costs and expenses which they or any of them shall or may incur or sustain by or by reason of any action incurred in or omitted in or about the execution of their duty or supposed duty with or for the Association except where such claims, demands, costs and expenses are brought about by their own reckless neglect.

11. SUB-COMMITTEES

The Association through the Board shall have the power to delegate its powers to sub-committees selected from Members of the Association or enlist the services of persons other than members of the Association who, in the opinion of the Board, have a specialist interest or special understanding of matters to be dealt with by the proposed sub-committee.

12. AMENDMENTS TO THE CONSTITUTION

12.1 This constitution may be amended from time to time in accordance with sections 17 to 19 (inclusive) of the Act.

12.2 The Secretary will comply with any requirements for notifying the Commissioner of any amendments in accordance with clause 12.1.

12.3 This constitution binds every Member and the Association as if they had each signed and sealed the same agreeing to be bound by its provisions.

13. DISPUTE RESOLUTION

13.1 Where there is a dispute between-

13.1.1 a Member and another Member;

13.1.2 a Member and the Association;

13.1.3 if the Association provides services to non-members, those non-members who receive services from the Association, and the Association,

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute coming to the attention of all of the parties.

13.2 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties agree that the provisions of the *Commercial Arbitration Act 1985* will apply and the parties will submit to arbitration in accordance with that Act.

14. WINDING UP OF THE ASSOCIATION

14.1 The Association may at any time resolve to wind up and dissolve the Association by resolution passed by a majority of three quarters of the members of the Association present at an annual or special general meeting called for that purpose in respect of which one months' notice in writing has previously been given to all members recorded on the register of members.

14.2 Where the Association passes a resolution to wind up and dissolve the Association in accordance with the preceding clause, the Chief Executive Officer shall lodge with the Commissioner of Corporate Affairs of Western Australia a copy of the resolution within 14 days of the resolution.

14.3 If after the winding up and dissolution of the Association, and after the satisfaction of all the Association's debts and liabilities, there remains any property whatsoever, such property shall be distributed to one or more Association(s) incorporated under the Act that is/are:

14.3.1 best able to continue and perform the objects of the Association; and

14.3.2 not carried out for the purposes of profit or gain to its individual members,

as determined by a resolution of the members of the Association.

15. GOOD FAITH AND CONFIDENTIALITY OBLIGATIONS

15.1 Each Member of the Association covenants with each other Member and with the Association that:

15.1.1 he or she will act in good faith to further the objects of the Association and be just and faithful to the Association in all transactions relating to the conduct of the Association; and

15.1.2 upon receipt of any moneys belonging to the Association, promptly notify a Board Member and pay those moneys into the appropriate bank account.

15.2 In addition to the obligations of clause 15.1, each Board Member of the Association agrees and covenants to:

15.2.1 endeavour to maintain, promote and extend the interests and objectives of the Association;

15.2.2 avoid all conflicts of interest and otherwise refrain from acting, or giving the appearance of acting, contrary to the interests of the Association;

15.2.3 protect and promote the Association's good name and reputation;

15.2.4 not knowingly divulge either directly or indirectly to any person, any knowledge or information which the Board Member may have acquired during their appointment to the Board concerning the affairs, clients, knowledge, business know how or interests of the Association or any business, property or transaction in which the Association or any related entity may be or may have been concerned or interested or may become concerned or interested; and

15.2.5 not directly or indirectly use any knowledge or information acquired during the course of, or as incidental to, their appointment to the Board for his or her own benefit in competition with or against the best interests of the Association or any entity related to the Association.

16. ACT TO PREVAIL

Where there is any inconsistency between this constitution and the Act, the Act will prevail to the extent of the inconsistency.

17. DEFINITIONS

17.1 In this document:

the Act means the *Associations Incorporation Act 1987 (WA)*.

Four Year Term means a term commencing on the date of appointment to the relevant Office of the Association and ending at the Annual General Meeting that falls on or nearest to the date which is four (4) years from the date of appointment.

Half Term means a term commencing on the date of appointment to the relevant Office of the Association and ending at the Annual General Meeting that falls on or nearest to the date which is two (2) years from the date of appointment.

Office of the Association and **Officer of the Association** means a person appointed as a Chairperson, Vice Chairperson, Secretary or Treasurer.

Region means the Central WA Region as defined by the Wheatbelt Regional Development Commission;

Website means the website established and operated by the Association.

Group Membership means the membership held by an incorporated association in accordance with clause 3.2.3.



**Heartlands Western Australia Inc.
Application for Membership**

- Individual Membership** (\$50.00 incl. GST)
- Corporate Membership** (\$200.00 incl. GST)
- Group Membership** (\$200.00 incl. GST)

Applicant's Full Name	
Applicant's Postal Address	
Applicant's Telephone No.	
Applicant's Email Address	

1. I / we hereby apply for Individual / Corporate / Group Membership (circle option) of Heartlands Western Australia Inc.
2. I / we enclose herewith the sum of \$_____. Or I / we have transferred \$_____ to the Heartlands Western Australia Inc bank account.
3. I / we agree to the terms of the constitution.
4. I / we consent to Heartlands WA Inc. corresponding with me via any of the contact details listed above, including to provide me with newsletters and other promotional materials.

DATED the _____ day of _____

[name]

Payment options:

- Electronic Funds Transfer to:
Heartlands Western Australia Inc
- Send in this form with your cheque made payable to the **Heartlands Western Australia Inc.**