

Constitution of Woodgroup SA Inc.

Under the

Associations Incorporation Act of South Australia (1985)

Third amendment – November 2012 (Replaces November 2009)

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WOODGROUP SA INC

Constitution

1. NAME

- 1.1. The name of the incorporated association is Woodgroup SA Inc. hereinafter called Woodgroup SA

2. DEFINITIONS

- 2.1. In this constitution unless inconsistent with the context the following words and expressions shall have the meanings below:
 - 2.1.1. “board” means the board of management of Woodgroup SA
 - 2.1.2. “committee” means the Executive Committee of Woodgroup SA appointed by the board
 - 2.1.3. “general meeting” means a general meeting of members of Woodgroup SA convened in accordance with these rules
 - 2.1.4. “member” unless otherwise specified means a member club of Woodgroup SA
 - 2.1.5. “affiliate” means a member of a member club
 - 2.1.6. “month” shall mean a calendar month.
 - 2.1.7. “special resolution” means a special resolution defined in the Act.
 - 2.1.8. “the Act” means the Associations Incorporations Act 1985 of South Australia as amended.
 - 2.1.9. “Writing” includes all written correspondence whether it is by registered post, ordinary prepaid post, facsimile transmission or hand delivery. It shall only include electronic mail wherein receipt is confirmed by the recipient.
 - 2.1.10. “Delegate” means a person nominated to represent a member club and subsequently appointed as a Board Member

3. OBJECTS

- 3.1. The objects of Woodgroup SA are
 - 3.1.1. To foster, across the state of South Australia, associations that encourage, educate and train, from entry to advanced levels, people interested in working with wood;
 - 3.1.2. To be a source of information for member clubs, to liaise with government and regulatory bodies in matters of legislation and its interpretation and to liaise with relevant bodies nationally and internationally to enhance the assistance it can provide to member clubs.
 - 3.1.3. To support members to develop and deliver a range of programs and activities and to establish strong links between them, their participants and their communities
 - 3.1.4. To foster awareness of the conservative use of our natural wood resources including the usefulness of recoverable and recyclable wood;
 - 3.1.5. To maintain a meaningful purpose and sustainable existence and ensure Woodgroup SA always consists of a minimum of four (4) member clubs serving at least one hundred affiliates

4. POWERS

4.1. Woodgroup SA shall have all of the powers conferred by section 25 of the Act and in particular the power to:

- 4.1.1. Do anything reasonably necessary for or ancillary to the attainment of the objects and purposes of Woodgroup SA;
- 4.1.2. Act as a trustee;
- 4.1.3. Establish a fund which qualifies a tax deductible status for income tax purpose;
- 4.1.4. Enter into partnerships or joint ventures with any other individual or legal entity.
- 4.1.5. Provide management, consulting and advisory services to any person or body;
- 4.1.6. Engage consultants or other professional advisors whenever necessary;
- 4.1.7. Provide insurance cover for any Board member or officer of Woodgroup SA as the Board considers necessary;
- 4.1.8. Enter into any agreement with the State or Federal Government or any governmental instrumentality or authority that is conducive to the attainment of Woodgroup SA objects and purposes or any of them;
- 4.1.9. Accept, hold, acquire, maintain, deal with and dispose of any real or personal property;
- 4.1.10. Carry out or fund all or any of the activities of construction, improvement, renovation, maintenance, repair, development work, management or otherwise in respect of any real or personal property owned by Woodgroup SA or in respect of which Woodgroup SA has an interest;
- 4.1.11. Borrow money from any person or body corporate upon such terms and conditions as Woodgroup SA thinks fit;
- 4.1.12. Give such security for the discharge of liabilities incurred by Woodgroup SA as Woodgroup SA thinks fit
- 4.1.13. Open and operate accounts at any bank or other financial institution whether a current account or otherwise;
- 4.1.14. Accept subscriptions, donations and bequests (whether of real or personal property) to be applied for all or any of the objects and purposes of Woodgroup SA;
- 4.1.15. Insure against all risks, liabilities and eventualities that Woodgroup SA considers desirable and to apply the proceeds of any claim there under to the furtherance of the objects and purposes of Woodgroup SA.
- 4.1.16. Make such by laws that are necessary for the good management of Woodgroup SA

5. MEMBERSHIP

5.1. TYPES OF MEMBERSHIP

- 5.1.1. **Member** - An incorporated association that agrees to abide by the principles and rules of Woodgroup SA and signs a memorandum of agreement prepared by Woodgroup SA shall be eligible to apply for ordinary membership. The application shall be in writing and the applicant association must agree to
 - [i] remain Incorporated under the Association Incorporation Act SA 1985,
 - [ii] adopt a constitution that meets the minimum requirements of Woodgroup SA and which does not contain any clauses that are in conflict with Woodgroup SA's role and purpose or its constitution and
 - [iii] abide by any by laws made by the board from time to time.
- 5.1.2. Upon the acceptance of the application by the board and upon payment of the membership fee, the applicant shall be a member of Woodgroup SA.
- 5.1.3. **Affiliate** - Any individual financial member in good status of any member club shall be considered an affiliate of Woodgroup SA.
- 5.1.4. **Life member** - An individual who is currently a Life member of Woodgroup SA Inc or who is determined by Woodgroup SA to merit life membership. New Life members may be nominated, for acceptance by the Board, by a member or affiliate and may be admitted

to Life membership on the basis of a simple majority of votes able to be cast at a Board meeting.

5.2. MEMBERSHIP FEES

- 5.2.1. **Member** - The membership fee shall be determined each year by the Board and shall be proportional according to the number of affiliates belonging to each member.
- 5.2.2. **Affiliate** - There shall be no membership fee for affiliates.
- 5.2.3. **Life member** - There shall be no membership fee for life members.

5.3. RESIGNATIONS

- 5.3.1. A member may resign from membership of Woodgroup SA by giving written notice thereof to the Secretary of Woodgroup SA. Any member so resigning shall be liable for any outstanding debts, including membership fees.
- 5.3.2. Where an affiliate is not a bona fide financial member in good status with a member club they shall be deemed to have resigned as an affiliate of Woodgroup SA.
- 5.3.3. A Life member may resign from membership of Woodgroup SA by giving written notice thereof to the Secretary of Woodgroup SA.

5.4. EXPULSION OF MEMBERS

- 5.4.1. Subject to giving a member an opportunity to be heard or to make a written submission, the Board may resolve to expel a member upon a charge of misconduct detrimental to the interests of Woodgroup SA.
- 5.4.2. Particulars of the charge shall be communicated to the member at least one month before the meeting of the Board at which the matter will be determined. The determination of the Board shall be communicated to the member, and in the event of an adverse determination the member shall, (subject to an appeal), cease to be a member 14 days after the Board has communicated its determination to the member.
- 5.4.3. It shall be open to a member to appeal to Woodgroup SA against the expulsion. The intention to appeal shall be communicated to the Secretary of Woodgroup SA within 14 days after the determination of the Board has been communicated to the member.
- 5.4.4. In the event of an appeal the appellant's membership of Woodgroup SA shall not be terminated until the appeal is reviewed by an independent arbiter appointed by the Board. In the event that the appeal is not upheld, membership will be terminated on the date that the decision is made by the arbiter.

5.5. MEMBERSHIP RECORDS

- 5.5.1. A register of members must be kept and contain:
 - 5.5.1.1. In the case of members
 - [i] the name and address of each member and contact details of its current President, Secretary and Treasurer.
 - [ii] the date on which each member was admitted to Woodgroup SA and
 - [iii] if applicable, the date of, and reason(s) for, termination of membership.
 - 5.5.1.2. In the case of life members.
 - [i] the name and address of each member;
 - [ii] the date on which each life member was admitted to Woodgroup SA; and
 - [iii] if applicable, the date of, and reason(s) for, termination of membership.
 - 5.5.1.3. In the case of affiliate members,
 - [i] the name of each affiliate.

6. THE BOARD

6.1. STRUCTURE AND FUNCTION

- 6.1.1. The affairs of Woodgroup SA shall be controlled by a board which in addition to any powers and authorities conferred by these rules may exercise all such powers and do all such things as are within the objects of Woodgroup SA, and are not by the Act or by these rules required to be done by Woodgroup SA in general meeting. The board has the management and control of the funds and other property of Woodgroup SA.
- 6.1.2. The board shall have authority to interpret the meaning of these rules and any other matter relating to the affairs of Woodgroup SA on which these rules are silent.
- 6.1.3. A board member shall be a natural person.
- 6.1.4. Each member will be eligible to nominate two (2) delegates and one proxy (1) and must nominate at least one delegate. The nominees shall be appointed to the board at the Annual General Meeting. At least one delegate from each club shall attend each board meeting except in exceptional circumstances accepted by the Board. In the absence of a delegate, the proxy may attend and vote on behalf of the member club at any Board and general meetings of Woodgroup SA.
- 6.1.5. Any delegate or proxy must be an affiliate and may only represent one club.
- 6.1.6. Where a member joins between Annual General Meetings their delegates shall be appointed by the Board until they can be appointed by an Annual General Meeting.
- 6.1.7. The Board will meet at least two (2) times per year. It may use data, audio or visual technological links to conduct meetings as it sees fit. Members linked in such fashion shall be deemed to attend.
- 6.1.8. The President or any two office bearers of the Board shall have the power to call a meeting of the Board. Notice of meeting shall be given at the previous Board meeting or by seven days written notice distributed to all Board members or in an emergency by such other period as is sufficient to obtain a quorum.

6.2. OFFICE BEARERS

- 6.2.1. There shall be a President, Vice President, Secretary and Treasurer who shall be members of the board
- 6.2.2. The President, Vice President, Secretary and Treasurer may be sought from affiliates of Woodgroup SA. The President shall be elected at the AGM. The Vice President, Secretary, and Treasurer shall be appointed by the Board. Appointments stand, unless the office holder resigns or is unable to undertake his or her duties, until the next annual general meeting.
- 6.2.3. Where the effectiveness and efficiency of the Association's day-to-day operations are detrimentally affected by the decisions or actions of the Executive or any member of it and the circumstances are brought to the attention of and given due consideration by the Board, the Board, by a simple majority vote of delegates present, shall have the power to revoke any or all appointments to the Executive Committee, the President excepted.
- 6.2.4. Where such circumstances involve the President his/her appointment may be revoked by resolution of a Special General meeting as per the Constitution (8.3 SPECIAL GENERAL MEETINGS).
- 6.2.5. All Office bearers will be eligible for reappointment.
- 6.2.6. An Office Bearer may also be a delegate representing a member club.
- 6.2.7. Apart from the President who shall have a casting vote, other Office Bearers have no voting rights conveyed by their appointment to that office unless they are also appointed as a delegate. Voting rights are solely vested in the member clubs of Woodgroup SA Inc as exercised by their delegates.
- 6.2.8. Delegates shall vote on behalf of their member club within the relevant clauses relating to voting.

6.3. VOTING

- 6.3.1. Voting - At Board and all general meetings each member club shall have a deliberative vote plus a vote quota calculated on the basis of the number of affiliates of the member to ensure fair representation of both.
- 6.3.2. Quorum – A quorum for Board, Annual and Special General Meetings shall consist of delegates that can exercise a simple majority of all votes eligible to be cast by member clubs.

6.4. CONFLICT OF INTEREST

- 6.4.1. A member of the board may have a conflict of interest that arises either out of an interest of the member club or a personal interest as a delegate on the board.
 - 6.4.1.1. If either the member club or the individual has a direct or indirect pecuniary interest in a dealing or proposed dealing with Woodgroup SA the nature and extent of that interest must be disclosed to the Board as required by the Act.
 - 6.4.1.2. In the case of a conflict of interest by the member club its delegates on the board shall not vote, be present at the vote or be included in deliberations with respect to that dealing or proposed dealing.
 - 6.4.1.3. In the case of a conflict of interest of a delegate on the board, the individual shall not vote, be present at the vote or be included in deliberations with respect to that dealing or proposed dealing, but the vote of the member club may be exercised by an alternate delegate.

6.5. VACANCIES

- 6.5.1. The office of a board member shall become vacant if the board member is:
 - [i] disqualified from being a board member by the Act;
 - [ii] expelled as a board member under these rules;
 - [iii] permanently incapacitated by ill health;
 - [iv] absent without apology from more than two meetings in a financial year;
 - [v] no longer the duly appointed delegate of a member.
- 6.5.2. Should the office of President become vacant the board may appoint a person in an acting capacity until the next annual general meeting.
- 6.5.3. Should a vacancy occur among the board members it shall be filled with a delegate nominated by the same member club.

6.6. DUTIES OF PRESIDENT

- 6.6.1. The President or the Vice President acting under clause 6.9.1 shall act as spokesperson for Woodgroup SA unless an alternative spokesperson has been appointed by the Board or a general meeting.
- 6.6.2. The spokesperson shall make statements in accordance with previously agreed policy, or in an emergency following consultation with at least two members of the Board one of who shall be an office bearer

6.7. DUTIES OF SECRETARY

- 6.7.1. The Secretary shall:
 - [i] Receive and dispatch notices and correspondence to and from Woodgroup SA.
 - [ii] Keep the register of the members described in Clause 5.5 of this constitution.
 - [iii] Keep minutes of all proceedings of the Board and all general and annual general meetings

- [iv] Give notice of meetings in accordance with Section 8 of this document;
- [v] Prepare (subject to Board instructions) agendas for meetings of the Board

6.8. DUTIES OF TREASURER

- 6.8.1. The Treasurer shall:
- [i] Receive and pay monies on behalf of Woodgroup SA;
 - [ii] Deposit into a bank account authorised by the board in the name of Woodgroup SA all monies received by Woodgroup SA. Cause to be compiled and keep proper accounts and accounting records of Woodgroup SA
 - [iii] Prepare each year at the direction of the Board a financial statement (which if required by the Act shall be audited) of Woodgroup SA and submit it to the annual general meeting for approval and adoption.

6.9. DUTIES OF VICE PRESIDENT

- 6.9.1. The Vice President shall in the event of the incapacity or unavailability of the President assume the functions and duties of the President until the President is able to resume duties

7. THE EXECUTIVE COMMITTEE

- 7.1. An Executive Committee consisting of the President, Vice President, Secretary and Treasurer shall be appointed by and be responsible to the Board to generally supervise the management and conduct of the affairs, activities, contracts and property of Woodgroup SA within the rules, policies and plans adopted by the Board.

8. GENERAL MEETINGS

8.1. ORDINARY GENERAL MEETINGS

- 8.1.1. General meetings of members shall be held as determined by the Board.

8.2. ANNUAL GENERAL MEETINGS

- 8.2.1. The board shall call an Annual General Meeting in accordance with the Act, these rules and its By-Laws.
- 8.2.2. The business of the Annual General Meeting shall be to:
- [i] Confirm the minutes of the previous Annual General Meeting and of any special general meeting held since that meeting;
 - [ii] Receive the report of the Board;
 - [iii] Approve the financial statements (audited if required by the Act)
 - [iv] Appoint an auditor (if required by the Act);
 - [v] Conduct the elections of the President of the Board and appoint delegates to the board as provided for in this constitution;
 - [vi] Consider any other business referred by the Board.

8.3. SPECIAL GENERAL MEETINGS

- 8.3.1. Called by the board
- 8.3.1.1. The board may call a special general meeting of Woodgroup SA at any time.
- 8.3.2. Called by members
- 8.3.2.1. Special general meetings of Woodgroup SA shall be called by the Secretary not less than seven days and not more than 28 days after the receipt of the

written request of two or more members specifying the business of the meeting

- 8.3.2.2. If a special general meeting is not convened within one month, those requiring the meeting, may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the board, and for this purpose the board shall ensure that those requiring the meeting are supplied free of charge with particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by Woodgroup SA.

8.4. PROTOCOLS FOR ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS.

8.4.1. Nature of business and notification

- 8.4.1.1. Only the business as specified in the notice of meeting shall be dealt with at that meeting. At least 14 days' notice of any special general meeting shall be given to members in writing. Any notice shall set the date and venue of the meeting and the nature and order of business to be transacted at that meeting;
- 8.4.1.2. A notice may be given by Woodgroup SA to any member or served by post or facsimile transmission to the address or fax number or email address previously notified by the member to Woodgroup SA;
- 8.4.1.3. Where a notice is sent by post, service of the letter shall be deemed to be effective if it is properly addressed and posted to the member by ordinary prepaid mail. Where a notice is sent by email a receipt shall be requested and when received shall be deemed as proof of delivery.

8.4.2. Quorum

- 8.4.2.1. A quorum at any general meeting shall consist of delegates that can exercise a simple majority of all votes eligible to be cast by members.
- 8.4.2.2. If within thirty minutes after the time appointed for the meeting a quorum of members is not present, a meeting convened upon the requisition of members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for the meeting the members present will form a quorum. If convening such a meeting is not feasible, a notice of time and place of meeting shall be issued within seven days and the reconvened meeting held within one month of the date of the original meeting.

8.4.3. Presiding officer

- 8.4.3.1. The President of the Board or if there is no President, then the Vice President or in their absence or on their declining to take, or retiring from the chair, one of the Board Members chosen by the meeting shall preside as chairperson at any general meeting of Woodgroup SA.
- 8.4.3.2. If there is no such President or Vice President present within 5 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the chairperson.

8.4.4. Adjournment

- 8.4.4.1. The chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting to another time and or place, but no business shall be transacted at any adjourned

meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.4.4.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as if that meeting were an original meeting of members.

8.4.5. **Voting**

8.4.5.1. A special resolution is a special resolution as defined in the Act and may only be passed by the majority specified in the Act.

8.4.5.2. An ordinary resolution may be passed by a simple majority of votes eligible to be cast by members.

8.4.5.3. If a poll is demanded by the chairperson of any meeting or by three or more delegates present it shall be taken in such manner as the chairperson directs. The result of such poll shall be the resolution of the meeting, except that in the case of a special resolution (as defined by the Act) it is not less than three quarters of the votes able to be cast.

8.4.5.4. Any ties in any elections contemplated by this constitution shall be broken by the drawing of lots.

8.4.5.5. A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

9. MINUTES

- 9.1. Proper minutes of all proceedings of general meetings of Woodgroup SA and of meetings of the Board and the Management Committee, shall be entered within one month after the relevant meeting in minute books kept for the purpose.
- 9.2. The minutes kept pursuant to this rule must be confirmed by the members of Woodgroup SA or the members of the board or the management committee (as relevant) at a subsequent meeting.
- 9.3. The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.
- 9.4. Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

10. FINANCIAL REPORTING

10.1. FINANCIAL YEAR

- 10.1.1. The financial year of Woodgroup SA shall be the period commencing on 1 July and ending on 30 June of each year.

10.2. FINANCIAL RECORDS

- 10.2.1. Woodgroup SA shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of Woodgroup SA in accordance with the Act.

11. PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS

- 11.1. The income and capital of Woodgroup SA shall be applied exclusively to the promotion of its objects and may be distributed to Members that are incorporated associations to use exclusively in the same manner. No portion shall be paid or distributed directly or indirectly to Members and Affiliates who are natural persons except as bona fide remuneration of a Member or Affiliate for services rendered or expenses incurred on behalf of Woodgroup SA.

12. DISSOLUTION

12.1. Woodgroup SA may be wound up in the manner provided for in the Act.

12.1.1. Woodgroup SA shall not be dissolved except by approval of not less than three quarters of the votes able to be cast by the delegates and or proxies of Members present at a meeting called for that purpose of which not less than 31 days written notice including notice of the proposed dissolution has been given to all Members.

12.1.2. On dissolution of Woodgroup SA all property whether real or personal remaining after payment of all debts and legal liability shall be transferred to such other body or bodies formed for promoting similar objects or for charitable objects as shall be approved by Woodgroup SA provided that if Woodgroup SA shall have been approved pursuant to section 30 B of the income tax assessment Act 1997 (and any statutory amendments or replacements) as a Deductible Gift Recipient then such other body must also be so approved.

12.1.2.1. For reasons of dissolution incorporated associations that are Members of Woodgroup SA shall be deemed to be in accord with 12.1.2. No portion of any remaining property shall be passed either directly or indirectly to a Member or Affiliate who is a natural person.

12.1.2.2. The Organisation or organisations that receive the proceeds from the dissolution shall be identified and determined by a resolution of member clubs in general meeting.

13. AMENDMENT OF CONSTITUTION

13.1. This constitution may be repealed, altered or amended, including rescision, or replacement by substitute rules, by resolution of two thirds of all the votes able to be cast by delegates or proxies of members present at a general meeting at of which not less than 21 days written notice including notice of the proposed repeal, alteration or amendment has been distributed to all members.

13.2. The alteration shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs and Compliance Branch, as required by the Act. The registered rules shall bind Woodgroup SA and every member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

14. PUBLIC OFFICER

14.1. The public officer shall be appointed from time to time by the Board from affiliates and may be but need not be a member of the Board.

15. THE SEAL

15.1. Woodgroup SA shall have a common seal upon which its corporate name shall appear in legible characters.

15.2. The seal shall only be used with the express authorisation by resolution of the Board or of a general meeting. The affixing of the seal shall be witnessed by at least one office bearer and one other board member. Every use of the seal shall be recorded in the minute book of Woodgroup SA and the record shall include the names of the witnesses recorded.

15.3. The Seal may be kept by either the President or the public officer and must be stored securely.

16. INTERPRETATION

16.1. In this constitution unless context otherwise requires:

- 16.1.1. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under that legislation or legislative provision;
- 16.1.2. A word denoting the singular number includes the plural number and vice versa;
- 16.1.3. A word denoting an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- 16.1.4. A word denoting a gender includes all genders;
- 16.1.5. A reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure to this constitution;
- 16.1.6. A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, notated, supplemented or replaced from time to time.