



# **TASMANIAN CANINE DEFENCE** **LEAGUE INC**

**(Operating the Dogs' Homes of Tasmania)**

# **CONSTITUTION**

**EMBODYING OUR MISSION, VALUES, OBJECTIVES AND RULES**

**REGISTERED NUMBER 2985**

**Updated: 25 September 2014**

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**CONSTITUTION OF THE TASMANIAN CANINE DEFENCE LEAGUE INC**

**DATES OF AMENDMENTS**

- First adopted by resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on the Nineteenth day of December, 1950.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on the twenty-first of August, 1990.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on the 26th of September 2000.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on the 26<sup>th</sup> of September 2004.
- Amended and adopted at an Extraordinary General meeting of the Tasmanian Canine Defence League on 16<sup>th</sup> December 2006.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on 27<sup>th</sup> September 2007.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on 22 October 2009.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on 23<sup>rd</sup> October 2012.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on 22<sup>nd</sup> October 2013.
- Amended and adopted by Special Resolution passed at the Annual General Meeting of the Tasmanian Canine Defence League on 28<sup>th</sup> October 2014.
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**1. Interpretation**

In this Constitution, unless the context otherwise requires:

‘Act’ means the *Associations Incorporation Act 1964*.

‘Accounting Records’ has the same meaning as the *Act*.

‘Annual General Meeting’ means the annual general meeting of TCDL.

‘Annual Member’ means a person approved by the Board for Membership in accordance with Rule 9(a)(iii).

‘Annual Report’ means the annual report prepared for and on behalf of TCDL.

‘Auxiliary’ means a subsidiary group of TCDL appointed in accordance with Rule 21(i).

‘Board’ means the whole or any number of Directors comprising a quorum held in any manner (including by electronic means, by resolutions of the Directors or any other means permitted by law) authorised by this Constitution.

‘Business Day’ means a day which is not a Saturday, Sunday or bank or public holiday in Hobart, Tasmania.

‘By-Laws’ means those rules or by-laws published from time to time by the Board.

‘Chairperson’ means a person appointed as Chairperson of/or by the TCDL.

‘Chief Executive Officer’ means the person who is appointed by the Board to carry out the day to day activities of TCDL.

‘Constitution’ means this Constitution as originally adopted and from time to time amended, substituted or supplemented.

‘Director’ means a person duly elected to the Board in accordance with this Constitution.

‘Dogs’ Homes’ mean the Dogs’ Homes operated by the TCDL located at Burnie, Devonport and Hobart in Tasmania.

‘Executive’ means the duly elected President, Vice-President, Treasurer and Secretary as per this Constitution.

‘Executive Meeting’ means a meeting held by the Executive.

‘Financial Member’ means a Member who has paid their fee or an annual subscription.

‘Financial Year’ means a period of 12 months beginning on 1 July.

‘General Meeting’ means any general meeting of TCDL and includes the Annual General Meeting and any Special General Meeting.

‘Honorary Member’ means a person approved by the Board for Membership in accordance with Rule 9(a)(ii).

‘Individual Member’ means a Life Member, an Honorary Member or an Annual Member.

‘Life Member’ means a person approved by the Board for Membership in accordance with Rule 9(a)(i).

‘Chief Executive Officer’ means a manager of TCDL.

‘Member’ means a person or organisation registered as a member of the TCDL.

‘Membership’ means membership of the TCDL.

‘Organisational Member’ means an organisation approved by the Board for Membership in accordance with Rule 9(b).

‘Patron’ means a person described as such in Rule 7 of the Constitution.

‘President’ means a person elected by the Board to hold the role of President.

‘Public Officer’ means the organisation’s Secretary appointed by the Board to hold the role of Public Officer pursuant to section 14 of the Act. That person must be at least eighteen (18) years old and a resident of Tasmania.

‘Register of Members’ means the register of members described in Rule 10.

‘Secretary’ means a person elected by the Board to hold the role of Secretary.

‘Special General Meeting’ means a special general meeting of TCDL.

‘Special Resolution’ has the same meaning as the Act.

‘TCDL’ means the Tasmanian Canine Defence League Inc.

‘Treasurer’ means a person elected by the Board to hold the role of Treasurer.

## **2. Name**

(a) The name of the association is the Tasmanian Canine Defence League Incorporated.

- (b) The registered Business Name of the association is the Dogs' Homes of Tasmania.

### **3. Mission**

*The TCDL is committed to being the best friend to all dogs in Tasmania but particularly stray, abandoned, lost and unwanted dogs and in ensuring dogs and their welfare remain the central focus of our activities.*

This Mission is achieved by:

- (a) caring for stray, abandoned, lost, and unwanted dogs at our Dogs' Homes;
- (b) reuniting lost dogs with their owners;
- (c) striving to give each individual dog every opportunity to be successfully re-homed and where behavioural, physical or any other issue arises that prevents this from occurring, ensuring that every practicable effort is made on behalf of the individual dog to remedy the issue.
- (d) ensuring that healthy adoptable dogs go to caring homes permanently or, if deemed appropriate, temporarily;
- (e) striving to eliminate euthanasia of all healthy adoptable dogs;
- (f) striving to reduce the number of dogs wandering in urban and rural areas;
- (g) promoting the benefits of canine companions;
- (h) encouraging the adoption of dogs;
- (i) promoting humane behaviour to reduce animal cruelty and neglect, as well as contributing to a more humane treatment of dogs in society generally;
- (j) fundraising through developing positive and lasting relationships in our community that generate support for dogs; and
- (k) representing the interests of dogs and dog owners through lobbying in the public arena.

### **4. Values**

The TCDL holds the following values to guide our organisation.

- (a) The values unique to our Dogs' Homes are:
  - (i) providing compassion and consideration for all dogs regardless of breed, condition or background;

- (ii) believing all dogs are entitled to live with fulfilment of their physical, social behavioural needs;
  - (iii) believing all dogs are entitled to live free of unnecessary pain or suffering;
  - (iv) promoting responsible dog and other companion animal ownership practices;
  - (v) promoting the responsibility of dog owners for:
    - (A) the life-long care of dogs;
    - (B) the desexing, microchipping and vaccination of dogs; and
    - (C) the welfare of dogs and other companion animals;
  - (vi) stimulating public awareness of issues related to dog and other companion animal welfare; and
  - (vii) advocating for dogs and representing their interests through lobbying, campaigning, education and influence.
- (b) The values that the TCDL holds as a responsible animal charity are:
- (i) promoting fairness in all our relationships;
  - (ii) providing safe, healthy and lawful workplaces;
  - (iii) conducting our organisation in a financially responsible way that is accountable and open to scrutiny;
  - (iv) providing the best possible care to all dogs which come into our Dogs' Homes with effective and efficient use of available resources;
  - (v) remaining non-political, non-sectarian and non-racial; and
  - (vi) promoting community awareness, engagement and participation.
- (c) The values that Members, staff, Directors, volunteers and other organisational representatives hold to guide their everyday activities are:
- (i) ensuring we respect, validate and support each other and value each other's contribution;
  - (ii) ensuring we respect and support our canine and human clients;
  - (iii) ensuring we engage in effective and courteous communication between each other and with members of the public;
  - (iv) ensuring we value and acknowledge our supporters; and
  - (v) ensuring we provide our staff with opportunities, within available resources, to develop their skills and knowledge in canine welfare.

**5. Objectives**

The objects of the TCDL are:

- (a) to conduct a dogs' home/s or similar institution/s for stray, abandoned, lost and unwanted dogs;
- (b) to take over and acquire whether by way of gift, purchase or otherwise, the assets (subject to any liability existing or charge thereon) of any body, association or institution having the same or similar values and objectives to those of the TCDL;
- (c) to establish and/or conduct and/or subsidise any similar dogs' homes, other activities devoted to the welfare, care and/or treatment of dogs, and to assist the same in such manner as may from time to time be determined, for example, the supply or arrangements for the supply of medications;
- (d) to purchase, hire, lease, accept assignment of lease or otherwise acquire for the purposes of the TCDL any real or personal property and in particular land, buildings, furniture, fixtures, fittings, equipment, apparatus and all other articles necessary to establish and maintain the Dogs' Homes and, from time to time, to sell, demise, let, mortgage or dispose of this real or personal property;
- (e) to erect, maintain, improve or alter any building for the purposes of the Dogs' Homes;
- (f) to borrow or raise money in any manner that the TCDL may determine and in particular by the issue of or upon debentures, bonds, bills of exchange, promissory notes or other obligations or securities of the TCDL or by mortgage or charge of all or any part of the property of the TCDL;
- (g) to cooperate with other corporations or institutions that have the same or similar values and objectives of the TCDL;
- (h) to collect and receive monies by subscriptions, donations, bequests, voluntary contributions, and any payments by persons, companies, public bodies and others for the purposes of the TCDL;
- (i) to invest and deal with the monies of the TCDL not immediately required by deposits into any bank, building society, credit union or other such securities as are authorised by the *Trustee Act 1898 (Tas)* and in such manner as may from time to time be determined;
- (j) the making of a gift, subscription or donation to any of the funds, authorities or

institutions to which Section 78A of the *Income Tax Assessment Act 1936* of the Commonwealth applies;

- (k) to conduct ethical and moral research into, or gather information, relating to matters affecting dogs and dog behaviour; and
- (l) to do all such lawful things as are incidental or conducive to the attainment of the above objectives or any one of them.

## **6. Alteration of the Constitution**

The Individual Members of the TCDL may modify or repeal this Constitution, or a provision of this Constitution, by Special Resolution at the Annual General Meeting or at a Special General Meeting.

A copy of the amended Constitution will be made available to all Individual Members of the TCDL by the Secretary four (4) weeks prior to the Annual General Meeting or the Special General Meeting.

A Special Resolution modifying or repealing this Constitution or adopting a new Constitution will take effect:

- (a) on the date the resolution was passed; or
- (b) on a later date (if any) specified in, or determined in accordance with the resolution.

## **7. The Patron**

The role of a Patron is to increase the public profile of the TCDL in such a way as to promote the mission, values, objectives and good standing of the organisation. One or more Patrons may be appointed by the Board with such appointment/s being by a unanimous vote.

A Patron of the TCDL is a person who, having accepted an invitation from the Board, may act in a representative capacity on behalf of the TCDL at public functions. A Patron may make public statements on behalf of the TCDL at functions that have been pre-approved by the Board for the Patron to attend.

If the person invited by the Board to be a Patron is not a Member of the TCDL he or she may be conferred Honorary Membership by the Board or choose to become a Life Member or Annual Member as per Rule 8 of this Constitution.

A Patron is prevented from acting in any way that may impede the mission, values and objectives of the TCDL.

The term of patronage will be determined by the Board. This term may be terminated without notice by the Board.

**8. Membership**

- (a) Membership is open to all individuals and organisations (with the exception of paid employees of the TCDL) who agree to abide by the mission, values, objectives and the Constitution.
- (b) There are two classifications of Membership:
  - (i) Individual Members comprising of:
    - (A) Life Members;
    - (B) Honorary Members;
    - (C) Annual Members; and
  - (ii) Organisational Members.
- (c) The Members of the TCDL shall consist of the persons or organisations registered as members at the date of the resolution adopting this Constitution and all other persons registered as Members with the approval of the Board thereafter.
- (d) A person or organisation approved for Membership as provided in this rule is eligible to be a Member on payment of a fee or an annual subscription.
- (e) A person or organisation who is not a Member at the time of the incorporation of the TCDL is not to be admitted to Membership:
  - (i) Unless the person is admitted in accordance with sub-rule (d); and
  - (ii) The admission is approved by the Board.
- (f) A nomination of a person or organisation for Membership is to:
  - (i) be made in writing on the prescribed form;
  - (ii) include the signature of the nominated individual person;
  - (iii) be lodged with the Secretary; and
  - (iv) include the prescribed fee or subscription amount.
- (g) As soon as practicable after the receipt of a nomination, the Secretary is to refer the nomination to the Board.
- (h) On a nomination being approved by the Board, the Secretary:

- (i) is to notify the nominee, in writing, that he, she or the organisation has been approved for Membership;
  - (ii) is to enter the new Member's name in the Register of Members.
- (i) If a nomination is not approved by the Board, the Secretary:
  - (i) is to notify the nominee, in writing, that Membership has not been approved; and
  - (ii) is to refund the full amount of the membership fee paid.
- The Board is not required to provide a reason for non-acceptance of a nomination for Membership.
- (j) A person or organisation becomes a Member when their name is entered in the Register of Members and ceases to be a Member when their name is removed from the Register of Members.
- (k) A Member may resign from the TCDL by providing written notification of this resignation to the Secretary. Upon receipt of this resignation the Secretary is to remove the name of the Member from the Register of Members.
- (l) Any entitlement, right or responsibility of a Member is not capable of being transferred or transmitted to another person or organisation and terminates on the cessation of the Membership.
- (m) If the TCDL is wound up, every Member who, within the period of twelve (12) months immediately preceding the commencement of the winding up, was a Member of the TCDL is liable to contribute:
  - (i) to the assets of the TCDL for payment of the debts or liabilities of the TCDL; and
  - (ii) for the costs, charges and expenses of the winding up; and
  - (iii) for the adjustment of the rights of the contributories among themselves.
- (n) Any liability under sub-rule (m) is not to exceed twenty dollars (\$20.00).
- (o) A former Member is not liable to contribute under sub-rule (m) in respect of any debt or liability of the TCDL contracted after ceasing to be a Member.
- (p) All Members are to:
  - (i) further the interests of dogs by informing others of their reasons for becoming a Member;

- (ii) take every opportunity to obtain improved conditions for a dog which is neglected, abandoned or injured; and
- (iii) to impress upon the owners their obligations to dogs and other companion animals.

**9. Classification of Members**

(a) Individual Membership

(i) Life Member

(A) Any person approved by the Board may upon the payment of a fee, which will be set from time to time by the Board, be declared by the Board to be a Life Member.

(B) A Life Member is subject to all the rules of this Constitution.

(ii) Honorary Member

(A) The Board may, by resolution of which due notice has been given at a previous meeting, grant Honorary Membership to any person who in the opinion of the Board has rendered honorary service of a special nature to the TCDL.

(B) An invitation under this rule may be for life or for a specified period.

(C) The Board may at any time terminate Honorary Membership.

(D) An Honorary Member is subject to all the rules of this Constitution.

(iii) Annual Member

(A) Any person approved by the Board may upon the payment of a yearly subscription, which will be set from time to time by the Board, be declared by the Board to be a Member.

(B) Annual subscriptions are valid for a Financial Year.

(C) Annual Members are subject to all the rules of this Constitution.

(D) If the Membership fee is not paid each year the person ceases to be a Member.

(b) Organisational Membership

(i) Membership of the TCDL is open to both not for profit and corporate organisations.

(ii) Any organisation approved by the Board, in consideration of the organisation's

alignment with the mission, values and objectives of the TCDL, may, upon the payment of an annual subscription (which will be set from time to time by the Board), be declared by the Board to be an Organisational Member.

- (iii) Annual subscriptions are valid for a Financial Year.
- (iv) If the annual subscription fee is not paid each year the organisation ceases to be a Member until such time that the subscription is paid.
- (v) Organisational Members are subject to all the rules of this Constitution with the exception of sub-rule (vi) below
- (vi) Organisational Members do not have any voting rights.

#### **10. Register of Members**

The TCDL must keep in one or more books and/or electronically a Register of Members and will keep the following information:

- (a) The name, address and classification of each Member;
- (b) The date of entry on to the Register; and
- (c) The date of ceasing to be a Member.

#### **11. Members' Entitlements, Rights and Responsibilities**

- (a) Each Individual Member, when financial, is entitled, upon request, to receive written notice of Annual General Meetings and Special General Meetings; to nominate Directors as per Rule 16 (Election of the Board); to vote at the annual election of Directors and at any General Meeting; and to receive an Annual Report.
- (b) Each Organisational Member is entitled to benefits as determined by the Board from time to time.
- (c) All Members are entitled to, upon request, a copy of this Constitution.
- (d) A Member may raise any matter with the Board that the Member sees fit to raise. The procedure for raising a matter with the Board is;
  - (i) the matter must be stated in writing, addressed to the Board, clearly describing the matter; and
  - (ii) the letter must be signed by the Member.

Upon receipt of such correspondence the Board will:

- (i) discuss the matter at the next Board meeting, but no later than sixty (60) days from receipt of the letter; and
  - (ii) the Chairperson, or another Director by delegation of the Chairperson, must inform the Member in writing of the outcome of the discussion of the matter within seven (7) days of the meeting at which the matter was discussed.
- (e) It is the responsibility of each Member to notify the TCDL, in writing, of a change of address for the purpose of keeping the Register of Members accurate.
- (f) It is the responsibility of each Member to ensure their subscription fee is paid on the due date.
- (g) An annual Individual Member, whose subscription fee is in arrears, whether or not he or she has received a renewal application, is not entitled to member entitlements.
- (h) An Individual Member is not entitled for nomination to the Board unless he or she has been a Member for at least three (3) months.

## **12. Termination of Membership**

The Board may terminate the Membership from any Membership classification if, in the opinion of the Board the Member:

- (a) is at any time found guilty of cruelty to animals; or
- (b) refuses or neglects to comply with the rules of this Constitution; or
- (c) is guilty of conduct detrimental to the interests of the TCDL.

The termination of a Member under this rule does not take effect until whichever of the following is the later date:

- (a) the expiration of fourteen (14) days after the serving on the Member a notice of termination under this Rule; or
- (b) if the Member exercises their right of appeal, the conclusion of the Special General Meeting convened to hear the appeal.

When the Board terminates a Member, the Secretary, without undue delay, is to ensure the Member receives a written notice sent by registered mail that includes the following:

- (a) a statement that the Board has terminated the Membership; and
- (b) specification of the reasons for this termination; and
- (c) information regarding the Member's right to appeal against this termination as per

Rule 13 (Appeal against Termination of Members).

This notice is taken as served when sent to the last known address of the Member and within five (5) business days of the mailing of that notice.

**13. Appeal against Termination of Membership**

A Member may appeal against a termination of Membership by delivering or sending by post to the Secretary, within fourteen (14) days after the serving of this notice, a request in writing for the convening of a Special General Meeting for the purpose of hearing the appeal.

On receipt of such a request:

- (a) the Secretary is to immediately inform the Board of its receipt of the request; and
- (b) the Board is to convene a Special General Meeting of Members to be held within twenty one (21) days after the date on which the request was received.

At a Special General Meeting convened for the purpose of this rule:

- (a) no business other than the appeal against termination is to be transacted; and
- (b) the Board may state the details of the grounds for the termination and the reasons for the termination; and
- (c) the terminated Member is to be given the opportunity to be heard; and
- (d) the Members present are to vote, by secret ballot, as to whether the termination should be lifted or confirmed.

If a majority of Members present at the Special General Meeting vote in favour of the lifting of the termination:

- (a) the termination is to be taken to have been lifted; and
- (b) the terminated Member is entitled to continue as a Member of the TCDL.

If a majority of Members present at the Special General Meeting vote in favour of confirming the termination:

- (a) the termination takes effect; and
- (b) the terminated Member ceases to be a Member of the TCDL.

**14. The Board**

The business, funds, property and affairs of the TCDL will be under the management of, and conducted by, a Board consisting of a minimum of six (6) and a maximum of nine (9) Directors all of whom are elected by and from the Members as per this Constitution and whose services are without remuneration or benefits.

The Board is constituted of:

- (a) a President;
- (b) a Vice President; and
- (c) Directors.

The Board will be elected at the Annual General Meeting.

A Member is not eligible for nomination to the Board unless he or she is a Financial Member of the TCDL and has been for at least three (3) months.

The Board shall appoint from amongst their number a person to be Secretary and a person to be Treasurer.

The Executive of the Board consists of the President, Vice-President, Treasurer and Secretary.

The Board will hold regular monthly meetings at an agreed time and place.

**15. Disclosure of Interests**

- (a) A Director who has an interest in any contract or arrangement made or proposed to be made with the TCDL must disclose this interest:
  - (i) at the first meeting of the Board at which the contract or arrangement is first taken into consideration, if the interest then exists; or
  - (ii) in any other case, at the first meeting of the Board after the acquisition of the interest.
- (b) If a Director becomes interested in a contract or arrangement after it is made or entered into, he or she must disclose this interest at the first meeting of the Board after he or she becomes so interested.
- (c) A Director is not to vote as a member of the Board in respect of any contract or arrangement in which he or she is interested and, if any such vote is cast, it is not to be counted.

- (d) A Director may be requested to leave the Board meeting during any discussions pertaining to any contract or arrangement in which he or she may have an interest. In this case it must be minuted in the meeting proceedings.

**16. Election to the Board**

- (a) The President, Vice President and Directors will be elected at the Annual General Meeting each year.
- (b) Any two (2) Individual Members may nominate for election a person (who must also be an Individual Member for a period of at least three (3) months) by a notice in writing signed by the two nominating members and countersigned by the nominee as evidence of acceptance. This nomination must be received by the Secretary at least fourteen (14) days before the fixed date of the Annual General Meeting.

**17. Requirements and Responsibilities of Directors**

- (a) Directors need to be prepared to give their time and talents unselfishly and unstintingly to the welfare of the dogs on a continuous and regular basis.
- (b) In addition to their fiduciary duties, dog welfare and the interests of the TCDL are to be the priority concern in all actions and decisions made whilst a Director.
- (c) All Directors must be Financial Members of the TCDL and are required to conduct the business of the TCDL on an entirely voluntary basis. No salaries, honorariums or benefits are applicable. Directors may, however, be reimbursed, with Board approval, for his or her reasonable costs and expenses incurred in carrying out his or her functions and duties as Directors.
- (d) The Board is a Board of Governance responsible for:
  - (i) the implementation of the mission, values and objectives of the TCDL as described in this Constitution;
  - (ii) the operation of the Dogs' Homes;
  - (iii) ensuring the highest achievable standards of care for the dogs entrusted to the TCDL;
  - (iv) the financial viability of the organisation; and
  - (v) liaison with Municipal Councils and associated organisations.
- (e) Board decisions are to be made on informed and detailed information and, where

appropriate, fully costed written proposals.

- (f) Directors are required to function at all times in a harmonious, cooperative and efficient manner to ensure the best utilisation of available resources.
- (g) Directors are required to publically support TCDL decisions irrespective of personal votes and/or views on a particular issue.
- (h) The attendance of any Director at any Dogs' Home is as a volunteer only except when in an official capacity on behalf of the Board. Whilst at the Dog's Home, all volunteers are responsible to the Chief Executive Officer and/or the appropriate Manager.
- (i) Directors are required to bring to the Board any concerns regarding policies implemented by the Board and are not to address these with staff members. Directors may, however, direct smaller, practical concerns to the Chief Executive Officer or the appropriate Manager as a first course of action.

#### **18. The Secretary**

The responsibilities of the Secretary include:

- (a) ensuring that accurate records are kept of the Board meetings, Annual General Meetings and any Special General Meetings as per Rule 34 (Meeting Proceedings);
- (b) being responsible for the correspondence of the Board and the production of the Annual Report; and
- (c) being the organisation's Public Officer.

#### **19. The Treasurer**

The responsibilities of Treasurer include:

- (a) advising the Board on the financial affairs of the TCDL;
- (b) providing a report at each monthly Board meeting regarding the financial situation of the TCDL;
- (c) acting as chair of the Finance Subcommittee; and
- (d) ensuring all relevant documentation is provided to the auditor as per Rule 39 (Audit of Accounts) of this Constitution.

**20. The Public Officer**

The Secretary is appointed to the role of Public Officer to undertake duties which include:

- (a) being the custodian of the common seal as per Rule 28 (The Common Seal);
- (b) supplying the Tasmanian Commissioner of Corporate Affairs with an annual return in the prescribed form; and
- (c) informing the Commissioner if:
  - (i) there is a change of Public Officer or a change of the registered address of the TCDL;
  - (ii) there is a change of name of the TCDL;
  - (iii) the TCDL becomes a trustee; and
  - (iv) the TCDL is winding up.

**21. Powers of the Board**

The Board has the power to perform any act and conduct any business not required to be performed or conducted by the TCDL in a General Meeting under the provisions of this Constitution and, without in any way limiting the extent of generality of such powers, will have the following specific powers:

- (a) to appoint individuals or subcommittees of the Board or of the Members to carry out specific functions and attend external meetings with such general or limited powers as the Board may determine.
- (b) to make By-Laws, policies, regulations and rules of the TCDL, subject in all respects to the provisions of this Constitution, and from time to time to cancel, alter or amend the same or any of them. The production and passing of these resolutions will be included in the proceedings of Board meetings thus providing conclusive evidence that they have been duly passed in accordance with the terms of the Constitution. It is lawful, however, for any Annual General Meeting or Special General Meeting to vary, repeal or disallow any such By-Laws, policies, regulations or rules. No act done by the Board prior to such revocation will be invalidated as it was valid until being revoked.
- (c) to appoint and/or dismiss any Directors, Members, Managers, servants and employees of the TCDL as it may consider necessary to the proper and lawful conduct of the affairs of the TCDL, as per the rules of this Constitution, upon such terms and

- conditions as it may deem necessary.
- (d) to buy, acquire or sell and to hire, lease or let such property both real and personal as it considers necessary or expedient or calculated to assist in carrying out the objectives of the TCDL and to execute such documents and to do or perform all matters and things to be executed done or performed on the behalf of the TCDL.
  - (e) to commence, maintain, prosecute, abandon, defend, compound or compromise any claim, right, entitlement, action or suit on behalf of the TCDL.
  - (f) to make such regulations or arrangements as it may from time to time consider advisable for the receipt of custody, banking, investment and expenditure of the funds of the TCDL.
  - (g) to enter into all negotiations and contracts and rescind and vary or modify all such contracts and execute and do all such acts, deeds, and things in the name of and on behalf of the TCDL as is expedient for and in relation to the aforesaid matters or any of the purposes of or for the carrying out of the objectives of the TCDL.
  - (h) to make regulations, subject to the provisions of the Constitution, as is proper or expedient as to summoning or holding meetings and the conduct or transactions at such meetings.
  - (i) to establish Auxiliaries in any specific locality in Tasmania and to appoint any person to be a member of these Auxiliaries as well as appointing any supervisors or overseers as may be deemed necessary.
  - (j) to delegate Board powers and discretions to appointed person/s subject to such conditions the Board deems appropriate. The Board may, at any time, remove or annul these delegations.
  - (k) the President will be the Chairperson at every Board and General Meetings and, when supported by a majority of Directors present, may adjourn any meeting whatsoever but not for a period exceeding one month. In his or her absence the Vice President will take on the role of Chairperson and if the Vice President is absent a Director, appointed by resolution of the Board, will take this role.

**22. Resignation of a Director**

- (a) A Director may resign his or her position on the Board. This resignation is to be in writing and addressed to the President.

- (b) A Director is also deemed to have resigned if he or she resigns their Individual Membership and this resignation was in writing and addressed to the Secretary.
- (c) If a Director dies during their term of office they will be deemed to have resigned.

**23. Removal of a Director**

The Board may, by a resolution carried by a seventy-five percent (75%) majority, declare a Director's office vacant and issue a 'Notice to Show Cause', by registered post, to the Director if:

- (a) is found guilty of any cruelty towards animals; or
- (b) fails to pay all arrears of subscription fees due within fourteen (14) days after receiving a notice in writing signed by the Secretary stating that he or she has ceased to be a Financial Member; or
- (c) fails to attend three (3) consecutive Board meetings without permission from the President; or
- (d) fails to attend five (5) Board meetings in a Financial Year; or
- (e) fails to perform their duties and obligations as per this Constitution; or
- (f) fails to declare a conflict of interest; or
- (g) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his or her creditors or makes any assignment of his or her estate for their benefit; or
- (h) ceases to be an ordinary resident in Tasmania.

The procedure for the removal of a Director pursuant to this rule is:

- (a) the Director will have twenty-one (21) days from the date of receipt of the 'Notice to Show Cause' to respond in writing to the Chairperson stating reason why he or she should not be removed.
- (b) if the Director requests to address the Board personally the request must be made in writing within twenty-one (21) days of receipt of the notice in addition to the above.
- (c) the Chairperson must convene a Board meeting within thirty (30) days of receipt of the request at which the Director in question may address the Board.
- (d) upon a hearing of the matter or consideration of any written reply a Director may be removed as a Director by a resolution carried by a seventy-five percent (75%) majority

of the Board.

- (e) a Director may be removed as a Director by resolution carried by at a General Meeting.
- (f) termination as a Member of the TCDL, if deemed appropriate or necessary, is to be in compliance with Rule 12 (Termination of Membership).

**24. Additional Appointments to the Board**

If, after an Annual General Meeting or the resignation or removal of a Director, there are fewer than nine (9) Directors, additional Directors may be appointed by the following process:

- (a) additional appointments to the Board are by invitation of the Board only;
- (b) the proposed Director must have been an Individual Member of the TCDL for at least three (3) months, or a shorter period at the discretion of the Board;
- (c) the Board may appoint the proposed Director by a resolution carried by a seventy-five percent (75%) majority at a meeting not attended by the proposed Director; and
- (d) the accepted Director is to fill the vacancy only until the next Annual General Meeting.

A Director appointed under this rule is eligible for re-election at the next Annual General Meeting.

**25. The Executive**

The President, Vice-President, Treasurer and Secretary constitute the Executive.

The Executive may issue instructions to the staff and volunteers of the TCDL and/or Members in matters of importance connected with the management of the affairs of the TCDL during the period between Board meetings.

The Executive must report on any instructions issued by them to the next scheduled Board meeting.

**26. Subcommittees**

The Board may appoint a subcommittee from time to time and prescribe the terms of reference, powers and functions of the subcommittee.

The Board shall appoint one of the members of the subcommittee as its Chair.

The Board may co-opt any person as a member of a subcommittee whether or not this person is a Member. A non-member does not hold voting rights.

A quorum at a subcommittee meeting is three (3) appointed members.

Each subcommittee must report to the Board on its business at each Board meeting.

All subcommittees are to be spilled at the Annual General Meeting.

#### **27. Special Meetings of the Board**

The President, Vice-President or any three (3) members of the Board may direct the Secretary to organise a special meeting of the Board giving him or her twenty-four (24) hours clear notice of this. The Secretary must then organise this meeting giving three (3) days notice of this.

#### **28. The Common Seal**

The common seal of the TCDL is to be in the form of a rubber stamp inscribed with the name of the TCDL encircling the word 'Seal' and is not to be affixed to any instrument without the authority of the Board.

The affixing of the seal is to be attested by the signatures of:

- (a) The Public Officer and a member of the Board; or
- (b) The Public Officer and any other person the Board may appoint for that purpose.

All uses of the seal must be recorded in the Board meeting minutes, authorising its use, and be kept in a special register maintained by the Public Officer.

If the seal has been used under this rule it is presumed, unless the contrary can be proved, that it was used with the authority of the Board.

The seal is to remain in the custody of the Public Officer.

#### **29. The Chief Executive Officer**

The Board delegates to the Chief Executive Officer the authority to conduct the day to day business and management operations of the TCDL. The powers of the Chief Executive Officer include, but are not limited to, the authority to:

- (a) appoint, employ and dismiss employees;
- (b) in conjunction with the Board, determines appropriate policies and procedures as necessary or deemed necessary or desirable for the efficient, lawful and safe management of employees;
- (c) make public statements of behalf of the TCDL;
- (d) take measures, as the Board deems appropriate, for procuring contributions to the funds of the TCDL, whether by way of donations, subscriptions, grants or otherwise;
- (e) arrange for the maintenance of buildings; and
- (f) do any other lawful act as may be necessary, incidental or conducive to the achievement of the objectives of the TCDL.

**30. Staff Attendance at Board and/or Executive Meetings**

- (a) The Chief Executive Officer, and other Managers as decided by the Board, are expected to attend all Board and Executive Meetings unless otherwise specified.
- (b) The Chief Executive Officer and other attending Managers may advise the Board on issues and participate in debates but may not move a motion, second a motion or cast a vote.
- (c) The Board may at any time invite other staff to attend Board and/or Executive Meetings and may also rescind this invitation at any time.
- (d) The invited staff may advise the Board on issues and participate in the debate but may not move a motion, second a motion or cast a vote.

**31. Annual General Meetings**

The Board will fix by resolution a time, date and place for the holding of the Annual General Meeting which will be no later than the end of October each year.

The Secretary will, at least twenty eight (28) days prior to the Annual General Meeting, advertise in the Mercury and Advocate Newspapers the time, date, place and purpose of the Annual General Meeting.

Such advertisement is to clearly state that nominations to the Board open on the date of the advertisement and must be received by the Chief Executive Officer no later than fourteen (14) days in advance of the date of the Annual General Meeting.

The ordinary business of the Annual General Meeting is:

- (a) to confirm the minutes of the preceding Annual General Meeting and of any Special General Meetings held since that meeting;
- (b) to receive and consider the auditor's report, the audited financial statements of all TCDL accounts, and reports from the TCDL Board and senior staff as appropriate for the preceding Financial Year;
- (c) to elect the Executive and Directors by a show of hands of those Members present.
- (d) to appoint a person as the auditor of the TCDL. If an auditor is not appointed the Board is to appoint an auditor as soon as practicable after the Annual General Meeting. The auditor is to hold this position until the next Annual General Meeting and is eligible for reappointment;
- (e) to transact any other general business which, under this Constitution, ought to be transacted at the Annual General Meeting and which is brought under consideration by the Board issued with the notice convening this meeting.

The accidental omission to give notice of a meeting to, or the non-receipt of notice of the meeting by, a person entitled to receive notice does not invalidate any resolution passed at the meeting.

### **32. The Annual Report**

The Secretary will, prior to the Annual General Meeting, ensure that an Annual Report is prepared regarding the organisation's activities of the preceding Financial Year. This report is to contain, among other particulars:

- (a) The Treasurer's statement of the TCDL's funds including the total items of receipts and expenditure;
- (b) The Auditor's report;
- (c) The President's report;
- (d) The Secretary's report;
- (e) The Chief Executive Officers report; and
- (f) Dog data which records the number of stray, lost, unwanted and abandoned dogs received at each Dogs' Home and the outcome for these dogs.

**33. Special General Meetings**

- (a) The Board may convene a Special General Meeting. The Board, on receiving in writing from a minimum of ten (10) Individual Members, a request for a Special General Meeting will convene this meeting. The request for a Special General Meeting, which may consist of several documents with each being signed by one or more of the requisitionists, is to:
  - (i) state the reasons for the meeting;
  - (ii) be signed by the Members requesting the meeting; and
  - (iii) be addressed to the Secretary.
- (b) The Secretary is to place a notice or advertisement in the Mercury and Advocate Newspapers, published at least fourteen (14) days before the date of the meeting, stating where and when the meeting will be held, the time of the meeting and the reasons for the meeting.
- (c) The accidental omission to give notice of a meeting to, or the non-receipts of notice of the meeting by, a person entitled to receive notice does not invalidate any resolution passed at that meeting.

**34. Meeting Proceedings**

- (a) Ten (10) Individual Members entitled to vote at any General Meeting and four (4) Directors at Board meetings will constitute a quorum.
- (b) If, within thirty (30) minutes of the appointed time for the meeting, a quorum is not present the Chairperson will adjourn the meeting to a time not exceeding one (1) month and to a place nominated by him or her. If, at the adjourned meeting, a quorum is not present with thirty (30) minutes of the time appointed for the meeting the Members present will form a quorum. In the case of a meeting convened by requisition of Members as per Rule 27 (Special Meetings of the Board), if a quorum is not present within thirty (30) minutes of the appointed time the meeting will be dissolved.
- (c) Resolutions at any Board or General Meeting will be decided by a majority of votes of the Directors/Members present. These votes are to be cast by a show of hands.
- (d) A declaration by the Chairperson that a resolution has, on a show of hands, been carried, carried unanimously or not carried must be minuted and will be conclusive

evidence of the fact without proof of the number or proportion of the votes recorded in favour or against that resolution.

- (e) In the case of an equality of votes the Chairperson will have the casting vote in addition to his or her own.
- (f) Each Director/Member present will have one vote with all votes having to be given personally. Proxy votes are not accepted.
- (g) If at any meeting the business is not completed, the meeting may be adjourned as per sub-rule (b), but no business is to be transacted at the adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (h) The Board must ensure that minutes are recorded for:
  - (i) All appointments of Directors;
  - (ii) Names of Directors present at each Board meeting and each meeting of a committee of Directors;
  - (iii) Names of Directors making any declarations or giving any notice pursuant to Rules 12 (Termination of Membership), 13 (Appeal against Termination of Membership), 15 (Disclosure of Interests), 22 (Resignation of a Director) and 23 (Removal of a Director);
  - (iv) All resolutions and proceedings of Board meetings (both general and special), committees of the Directors and General Meetings. These are to include names of those present and any reports received; and
  - (v) All orders made by the Board.

Any minutes of meetings are to be approved at the successive meeting after which a hard copy is to be signed by the Chairperson which will be conclusive evidence of the transactions recorded in such meetings.

- (i) No Member or the Board is entitled to vote if their subscription fee is in arrears but should this person's eligibility to vote not be immediately challenged at a meeting, no act of the TCDL or the Board will be invalidated.

**35. Meeting Protocol**

To ensure all formal meetings are conducted efficiently, information communicated effectively and provision made for all present to present their views, the following protocol must be observed at all such meetings.

- (a) The Chairperson is responsible for:
  - (i) Ensuring only one person is speaking at a time;
  - (ii) Determining who has the floor at any given time;
  - (iii) The relevance of the input;
  - (iv) Limiting the time of any speaker if deemed appropriate; and
  - (v) The allocation of projects to designated personnel following consultation with that person.
- (b) All persons present are to refrain from having private conversations during the course of the meeting and only one person is to speak at a time.
- (c) While appeals will be heard, the Chairperson's decision is to be respected in all the above matters.

**36. Income and Property**

The income and property of the TCDL is to be applied solely towards the promotion of the values and objectives of the TCDL with no portion of this being paid or transferred to any Member.

The TCDL will not:

- (a) Appoint a person who is a Financial Member of the TCDL to any office of the TCDL, in respect of which remuneration by way of salary, fees or allowances is payable; or
- (b) Pay to any such person any remuneration or other benefit in money or money's worth, other than the repayment of out-of-pocket expenses.

A servant or Member of the TCDL may be paid remuneration in return for services rendered to the TCDL or for goods supplied to the TCDL in the ordinary course of business, or a reasonable and proper sum by way of rent for premises let to the TCDL.

**37. Accounts of Receipts and Expenditure**

True and accurate accounts must be kept of:

- (a) All monies received and expended by the TCDL and the reasons for this receipt and expenditure; and
- (b) The property, credits and liabilities of the TCDL.

The accounts are to be open to inspection by Members of the TCDL subject to any reasonable restrictions as to time and manner of inspecting the TCDL may impose.

The Treasurer is responsible for ensuring all general records, Accounting Records and records of receipts and expenditure connected with the operations and business of the TCDL are kept in the form and manner the Board directs.

The accounts, books and records are to be kept at a place determined by the Board.

### **38. Banking and Finances**

The Board is responsible for the opening of an account or accounts with any bank, building society or credit union in the name of and under the control of the TCDL into which all money received is to be paid as soon as possible after receipt.

All TCDL funds not immediately needed for the ordinary purposes of the TCDL shall, from time to time, be deposited and invested by the Board.

Investment options include:

- (a) Deposits with a bank, building society or credit union; or
- (b) Commonwealth bonds; or
- (c) Registered Managed Investment Schemes; or
- (d) Any other such securities as are authorised by the *Trustee Act 1898* (Tas).

No individual Board member is answerable for any loss which may arise from any such investment or from any cause except from his or her own wilful neglect or default.

The Board may provide the President and/or Treasurer with funds to meet urgent expenditure, subject to any conditions in relation to the use and expenditure the Board may impose.

The drawing on accounts must be for authorised payments only and;

- (a) Cheques must be signed by two Board authorised signatories;
- (b) Electronic banking, such as Electronic Funds Transfer, must be authorised by two

Board authorised signatories;

- (c) Charge cards and credit cards may be used by Board authorised signatories only.

All promissory notes, drafts, bills of exchange and other negotiable instruments must be signed by two Board authorised signatories.

The authorised signatories are:

- (a) The President, Treasurer and Secretary; and
- (b) Two to four of the following:
- (i) Other members of the Board; or
  - (ii) The Chief Executive Officer.

The Board will determine the authorised signatories, by resolution, from time to time as required.

### **39. Audit of Accounts**

An auditor, to be appointed at each Annual General Meeting, is to examine the accounts of the TCDL at the completion of each Financial Year or more often if deemed necessary by the Board.

The Treasurer will deliver to the auditor by the thirtieth (30<sup>th</sup>) August each year, all the Accounting Records, books, receipts and accounts of the TCDL and copies of the original signed proceedings of meetings (Board, Annual General Meetings and any Special Meetings) held during the preceding Financial Year.

The auditor is to:

- (a) Certify as to the correctness of the TCDL accounts;
- (b) Provide a written report to the Members for inclusion in each Annual Report and to state in this report:
- (i) certification as to the correctness of the TCDL accounts;
  - (ii) that all required information has been received;
  - (iii) that in his or her opinion, the accounts are properly drawn up so as to exhibit a true and accurate view of the TCDL's financial position according to the information received, as shown by the TCDL records and according to the rules relating to the administration of the funds of the TCDL have been observed.

- (c) Attend the Annual General Meeting to present his or her report if possible.

The auditor will also:

- (a) Have easy access to the accounts, books, records, vouchers and documents of the TCDL;
- (b) Have easy access to Directors, staff or volunteers to obtain any information and/or explanations he or she considers necessary for the performance of the duties as auditor;
- (c) Employ persons to assist in investigating the accounts of the TCDL should this be necessary; and
- (d) Examine any Director, staff member or volunteer in relation to the accounts of the TCDL if necessary.

#### **40. Deductible Gift Fund**

##### Definitions

- (a) 'Donor' means the donor of a gift to the TCDL.
- (b) 'Gifts' mean the gifts of money or property transferred voluntarily to the TCDL and does not include government grants, receipts from sponsorships or commercial activities or proceeds of raffles or charity auctions.
- (c) 'Gift Fund' means the fund established in accordance with this rule.
- (d) 'ITTA 97' means the *Income Tax Assessment Act 1997 (Cth)*.
- (e) 'Principal Purpose' means the purpose of the TCDL for which it is endorsed under the ITTA 97 as well as purposes which are incidental or ancillary to the Principal Purpose.

##### Establishment and Operation of a Gift Fund

- (a) The TCDL must maintain a Gift Fund to be used for the Principal Purpose of the TCDL.
- (b) The Gift Fund is to be a fund formed as part of the TCDL and:
  - (i) To which Gifts for the Principal Purpose are made; and
  - (ii) To which any money received by the TCDL because of those Gifts is to be credited; and
  - (iii) Does not receive any other money or property except those gifted for the Principal Purpose.
- (c) The Gift Fund must maintain a separate bank account and the Gifts must be accounted

for separately from the other assets of the TCDL. Details of the use of the assets for the Principal Purpose of the Gift Fund are to be noted in the books of account; however, Gifts of negligible values need not be accounted for.

- (d) Receipts for gifts of money or property to the Gift Fund must be issued in the name of the TCDL and must show the TCDL's Australian Business Number (ABN).
- (e) The TCDL must use the following only for the Principal Purpose of the TCDL:
  - (i) Gifts made to the Gift Fund; and
  - (ii) Any money received because of those gifts.
- (f) In accordance with sub-section 30-125(6) and (7) of the ITAA 97 or any subsequent law, at the first occurrence of:
  - (i) The winding up of the Gift Fund; or
  - (ii) The TCDL ceasing to be a prescribed private fund pursuant to the considerations listed in the table contained in these sections

Any surplus assets of the Gift Fund must be transferred to another deductible gift fund, to be decided by the TCDL.

- (g) A transfer must only be made in accordance with the conditions that apply (if any) which are set out in the relevant table in subdivision 30-B of the ITTA 97 or any subsequent law.

#### **41. Inconsistent Resolution, Rule or By-Law**

Powers conferred under this Constitution must be exercised in such a way as to be consistent with the Act and any other applicable laws. Where a resolution, rule or by-law is inconsistent with this Constitution, the Act or any applicable law, the resolution, rule or by-law will be invalid to the extent of the inconsistency as soon as identified.

#### **42. Winding Up**

If upon the winding up or dissolution of the TCDL there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the TCDL but will be given or transferred to another animal charity having the same or similar values and objectives to those of the TCDL.

**43. Notices**

(a) General

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

(b) How to give a communication

In addition to any other way allowed by the Act, a notice or other communication may be given by being:

- (i) personally delivered;
- (ii) left at the person's current address as recorded for notices.

(c) Communications by post

A communication is given if posted:

- (i) within Australia to an Australian address, three (3) Business Days after posting;
- (ii) outside Australia to an address outside Australia, ten (10) Business Days after posting.

(d) Communications by fax

A communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

(e) Communications by email

A communication is given if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

(f) After hours communications

If a communication is given:

- (i) after 5.00 pm in the place of receipt; or
- (ii) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

**SIGNATORIES:**

**TCDL President**

Name:

Signature:

Date:

**TCDL Public Officer**

Name:

Signature:

Date: