

# **Constitution of The Sydney Dogs & Cats Home Incorporated**

**Inc 3013408**

**ABN 16 943 464 585**

**CFN 16738**

**As adopted by special resolution of the members at general meeting  
held on 10 November 2021**

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The Sydney Dogs & Cats Home Incorporated**  
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**Preliminary**

**1 Definitions**

1.1 In this constitution:

- (1) **Board** means the committee established by SDCH under this constitution to direct its affairs;
- (2) **ordinary Board member** means a member of the Board who is not an office-bearer of SDCH or appointed by the Board under clause 22.1(3) or clause 22.3;
- (3) **SDCH** means The Sydney Dogs & Cats Home Incorporated;
- (4) **secretary** means:
  - (a) the person holding office under this constitution as secretary of SDCH; or
  - (b) if no person holds that office - the public officer of SDCH;
- (5) **special general meeting** means a general meeting of SDCH other than an annual general meeting;
- (6) **special resolution** is only passed by SDCH if:
  - (a) at a meeting of SDCH members of which notice has been given to its members no later than 21 days before the date on which the meeting is held, or
  - (b) in a postal or electronic ballot conducted by SDCH, or
  - (c) in such other manner as the Board may direct,if it is supported by at least three-quarters of the votes cast by members of SDCH who, under this constitution, are entitled to vote on the proposed resolution;
- (7) **the Act** means the *Associations Incorporation Act 2009*; and
- (8) **the Regulation** means the *Associations Incorporation Regulation 2016*.

1.2 In this constitution:

- (1) a reference to a function includes a reference to a power, authority and duty;
- (2) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty; and
- (3) a reference to a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:

- (a) that Statutory Provision as amended or re-enacted from time to time; and
- (b) a statute, regulation or provision enacted in replacement of that Statutory Provision.

1.3 The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.

1.4 Notwithstanding anything contained in this constitution:

- (1) if the Act or the Regulation prohibits an act being done, the act shall not be done;
- (2) nothing contained in this constitution prevents an act being done that the Act or the Regulations requires to be done;
- (3) if the Act or the Regulation requires an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (4) if the Act or the Regulation requires this constitution to contain a provision and it does not contain such a provision, this constitution is deemed to contain that provision;
- (5) if the Act or the Regulation requires this constitution not to contain a provision and it contains such a provision, this constitution is deemed not to contain that provision; and
- (6) if any provision of this constitution is or becomes inconsistent with the Act or the Regulation, this constitution is deemed not to contain that provision to the extent of the inconsistency.

## **2 Objectives**

2.1 The objectives of SDCH are to:

- (1) be a leading organisation in companion animal welfare, positively impacting the animals in the care of SDCH;
- (2) achieve zero euthanasia of all healthy and treatable cats and dogs;
- (3) responsibly reunite and rehabilitate companion animals in the care of SDCH, whilst providing the highest level of service to the wider community, and
- (4) provide and participate in engagement programs that benefit companion animals, SDCH and the community.

2.2 SDCH seeks to achieve its objectives by providing shelter, food and veterinary care to lost, homeless and abandoned animals, primarily dogs and cats, in association with the local councils of Sydney and acting under the *Companion Animals Act 1998*, the *Companion Animals Regulation 2018*, and the *Impounding Act 1993* (as well as in accordance with such animal welfare codes of practice generally adopted within New South Wales as may apply to SDCH from time to time) until a time when such animals can either be reunited with their owners, or found a new, suitable home.

2.3 The income and property of SDCH wherever and howsoever derived must be applied solely towards the promotion of the objectives of SDCH as specified in this constitution and, subject only to clause 50, no portion shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to members.

## **Membership**

### **3 Membership**

- 3.1 A person is eligible to be a member of SDCH if the person:
- (1) is a natural person;
  - (2) is in support of the objectives of SDCH as stated in clause 2; and
  - (3) agrees to comply with the constitution and any code of conduct or bylaws adopted by the Board from time to time.

### **4 Categories of Membership**

- 4.1 The categories of membership are:
- (1) ordinary members;
  - (2) junior members;
  - (3) corporate members;
  - (4) life members; and
  - (5) honorary members.
- 4.2 The Board may at any time and from time to time:
- (1) create any new category or categories of membership and change the name of any category; and
  - (2) transfer the membership of a member from one category of membership to another category, with the consent of the member.

### **5 Ordinary Membership**

- 5.1 Any natural person who at the date of the application is not less than 18 years of age may apply for ordinary membership of SDCH.
- 5.2 Any natural person who is a member of SDCH as at the date of adoption of clause 5.1 is deemed to be an ordinary member of SDCH.

### **6 Junior Membership**

- 6.1 Any natural person who at the date of the application is less than 18 years of age may apply for junior membership of SDCH.
- 6.2 Junior members have all the rights, privileges and obligations of membership, including the right to attend and be heard at general meetings of SDCH but has no right:
- (1) to vote at any general meeting of SDCH; or
  - (2) to nominate nor be elected or appointed to any office or position of SDCH (other than to a committee of members established under clause 32).

### **7 Corporate Membership**

- 7.1 Any body corporate or unincorporated association may apply for corporate membership of SDCH.

- 7.2 An applicant for corporate membership and a corporate member must nominate in writing at least 1, but not more than 3, individuals to represent it in SDCH. Upon receipt by the secretary of such nominations and with the approval of the Board, these nominees are the representatives of the relevant member (**nominated representatives**).
- 7.3 An individual nominated as a nominated representative must consent to the nomination in writing before he or she may become the nominated representative of the member.
- 7.4 A nominated representative remains the nominated representative of the relevant member until written notice of the withdrawal of nomination by that member or by the nominated representative is received by the secretary. The member may nominate a successor to that nominated representative at any time by notice to the secretary.
- 7.5 A nominated representative is only entitled (on the same terms as an ordinary member of SDCH) to:
- (1) attend and vote at meetings of SDCH;
  - (2) take part in the activities of SDCH; and
  - (3) hold any office or position in SDCH.
- 7.6 Despite clause 7.1, not more than 1 nominated representative of the same member is entitled to vote at a meeting of SDCH on the same resolution.
- 7.7 Despite clause 7.1, not more than 2 nominated representatives of the same member are entitled to be a member of the board of directors at any one time.

## **8 Life membership**

- 8.1 If, in the opinion of the Board, an ordinary member has made over a period of years an exceptional contribution to SDCH, the Board may nominate the member as a life member of SDCH.
- 8.2 The member nominated under clause 8.1 becomes a life member of SDCH on the nomination being approved by an ordinary resolution of members at a general meeting.

## **9 Honorary membership**

- 9.1 The Board may nominate a natural person, who is not a member of SDCH, as an honorary member of SDCH for such a period as the Board determines.
- 9.2 A person nominated under clause 9.1 becomes an honorary member of SDCH on receipt by the secretary of written consent to the nomination by that person.
- 9.3 Honorary members have no rights and privileges of membership other than the right to:
- (1) receive the services and publications of SDCH upon the same terms as those provided to ordinary members; and
  - (2) attend and be heard at general meetings of SDCH but not to vote, nominate (nor be elected) at any general meeting of SDCH nor be elected or appointed to any office or position of SDCH (other than to a committee or members established under clause 32).

## **10 Application for membership**

- 10.1 An application by a person for membership of SDCH must:
- (1) be made in writing in the form or substantially in the form set out in Appendix 1 for ordinary membership, Appendix 2 for junior membership or Appendix 3 for

corporate membership (including by email or other electronic means, if the Board so determines);

- (2) be lodged (including by electronic means, if the Board so determines) with the secretary; and
- (3) be accompanied by:
  - (a) the admission fee, if any, determined in accordance with clause 16.1; and
  - (b) the annual subscription, determined in accordance with clause 16.2.

## **11 Admission to membership**

- 11.1 As soon as practicable after receiving an application the Board, must determine, in their discretion, whether to approve or to reject the application.
- 11.2 If an application for membership is rejected:
  - (1) the Board need give no reason for the rejection of an application;
  - (2) the admission fee, if any, and annual subscription fee paid pursuant to clause 10.1(3) must be refunded to the applicant; and
  - (3) the secretary must notify the applicant in writing of the rejection of the application as soon as practicable after the determination.
- 11.3 If an application for membership is accepted and the admission fee, if any, and annual subscription fee is received by the SDCH pursuant to clause 10.1(3), the secretary must:
  - (1) notify the applicant of admission; and
  - (2) enter the name and details of the member into the register of members in respect of the relevant category of membership approved.
- 11.4 If an application for membership is accepted and the admission fee, if any, and/or annual subscription fee is not received by the SDCH pursuant to clause 10.1(3), the secretary must:
  - (1) notify the applicant in writing; and
  - (2) request payment of:
    - (a) the admission fee, if any, determined in accordance with clause 16.1; and
    - (b) the annual subscription, determined in accordance with clause 16.2.
- 11.5 An applicant to whom clause 11.4 applies, becomes a member upon receipt by SDCH of the admission fee, if any, and/or the relevant annual subscription. The secretary must issue a receipt for the admission fee, if any, and annual subscription, and enter the name and details of the member in the register of members in respect of the relevant category of membership approved.
- 11.6 If payment of the admission fee, if any, and/or the annual subscription is not received by SDCH within 30 days after the date of the giving of the notice referred to in clause 11.4, the Board may revoke their acceptance of the applicant for membership.
- 11.7 No application for membership shall be accepted or considered by the Board in the period of one calendar month before the date of the next annual general meeting.
- 11.8 Without limiting any provision of this constitution, the Board may delegate its powers under this clause 11. However, if the delegate determines to reject the application, he or she must refer the application to the Board for its determination under this clause 11.



## **12 Cessation of membership**

12.1 A person ceases to be a member of SDCH if the person:

- (1) dies;
- (2) resigns membership;
- (3) is expelled from SDCH by a resolution of the Board;
- (4) fails to pay the annual membership fee under clause 16.2 within 3 months after the fee is due.

## **13 Membership entitlements not transferable**

13.1 A right, privilege or obligation which a person has by reason of being a member of SDCH:

- (1) is not capable of being transferred or transmitted to another person; and
- (2) terminates on cessation of the person's membership.

## **14 Resignation of membership**

14.1 A member of SDCH may resign from membership of SDCH by first giving to the secretary written notice of at least 1 month (or any other period that the Board may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

14.2 If a member of SDCH ceases to be a member under clause 14.1, and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

14.3 The resignation of a member from the membership of SDCH does not relieve the member from its contractual obligation to pay the annual membership fee under clause 16.2 to the extent the fee accrues prior to the date that the member ceases to be a member.

## **15 Register of members**

15.1 The secretary must establish and maintain or cause to be established or maintained, a register of members of SDCH (whether in written or electronic form) specifying for each person who is a member of SDCH:

- (1) the category of membership;
- (2) the name;
- (3) the postal or residential address;
- (4) the email address;
- (5) the date on which the person became a member;
- (6) in the case of a junior member, the person's date of birth;
- (7) in the case of a corporate member, the member's nominated representative or representatives;
- (8) the receipt of any admission and annual subscription fees paid; and

- (9) such other information as the Board may determine from time to time.
- 15.2 The register of members must be kept in New South Wales at the principal place of business for SDCH.
- 15.3 The register of members must be open for inspection, free of charge, by any member of SDCH at any reasonable hour.
- 15.4 A member of SDCH may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied or an amount determined by the Board.
- 15.5 If a member requests any time that any information contained on the register about the member (other than the member's name) not be available for inspection, that information must not be made available. A member may make this request (and change that request) at any time by notifying the secretary.
- 15.6 A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
- (1) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to SDCH or other material relating to SDCH; or
  - (2) any other purpose necessary to comply with a requirement of the Act or the Regulation.
- 15.7 If the register of members is kept in electronic form:
- (1) it must be convertible into hard copy; and
  - (2) the requirements in clauses 15.2 and 15.3 apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

## **16 Fees and subscriptions**

- 16.1 A member of SDCH must, on admission to membership, pay to SDCH an admission fee of such amount, if any, as is determined by the Board from time to time.
- 16.2 In addition to any amount payable by the member under clause 16.1, a member of SDCH must pay to SDCH an annual membership fee of such amount, if any, as is determined by the Board from time to time.
- 16.3 Without limiting clause 16.1 or 16.2, until determined otherwise by the Board:
- (1) the annual membership fee is payable in respect of a financial year and is determined for each financial year before the commencement of that financial year;
  - (2) different admission and annual membership fees may be determined in respect of different categories of membership;
  - (3) if the member becomes a member more than 6 months after the commencement of a financial year, the amount payable as the annual membership for that financial year may be reduced in whole or in part.
- 16.4 No annual membership fee is payable by a life member for any financial year after that in which the member becomes a life member.
- 16.5 No admission fee or annual membership fee is payable by an honorary member.

## **17 Members' liabilities**

- 17.1 The liability of a member of SDCH to contribute towards the payment of the debts and liabilities of SDCH or the costs, charges and expenses of the winding up of SDCH is

limited to the amount, if any, unpaid by the member (not being a junior member) in respect of membership of SDCH as required by clause 16.

## **18 Resolution of disputes**

- 18.1 A dispute between a member and another member (in their capacity as members) of SDCH, or a dispute between a member or members and SDCH, are to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.
- 18.2 If a dispute is not resolved by mediation within 3 months of the referral to a Community Justice Centre, the dispute is to be referred to arbitration.
- 18.3 The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

## **19 Disciplining of members**

- 19.1 A complaint may be made to the Board by any person that a member of SDCH:
- (1) has refused or neglected to comply with a provision or provisions of this constitution; or
  - (2) has willfully acted in a manner prejudicial to the interests of SDCH.
- 19.2 The Board may determine to refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature. If it does so, it must notify the complainant of the refusal within 30 days after the determination.
- 19.3 If the Board decides to deal with the complaint, the Board:
- (1) must cause notice of the complaint to be served on the member concerned;
  - (2) must give the member at least 14 days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
  - (3) must take into consideration any submissions made by the member in connection with the complaint.
- 19.4 The Board may, by resolution, expel the member from SDCH or suspend the member from membership of SDCH if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
- 19.5 If the Board expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Board for having taken that action and of the member's right of appeal under clause 20.
- 19.6 The expulsion or suspension does not take effect:
- (1) until the expiration of the period within which the member is entitled to appeal against the resolution concerned; or
  - (2) if within that period the member exercises the right of appeal, unless and until SDCH confirms the resolution under clause 20,
- whichever is the later.

## **20 Right of appeal of disciplined member**

- 20.1 A member may appeal to SDCH in general meeting against a resolution of the Board under clause 19, within 7 days after notice of the resolution is served on the member, by

lodging with the secretary a notice to that effect.

- 20.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- 20.3 On receipt of a notice from a member under clause 20.1, the secretary must notify the Board, which is to convene a general meeting of SDCH to be held within 28 days after the date on which the secretary received the notice.
- 20.4 At a general meeting of SDCH convened under clause 20.3:
- (1) no business other than the question of the appeal is to be transacted;
  - (2) the Board and the member must be given the opportunity to state their respective cases orally or in writing, or both; and
  - (3) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 20.5 The appeal is to be determined by a simple majority of votes cast by members at the general meeting of SDCH.

## **The Board**

### **21 Powers of the Board**

- 21.1 Subject to the Act, the Regulation, this constitution and any resolution passed by SDCH in general meeting, the Board:
- (1) is to control and direct the affairs of SDCH;
  - (2) may exercise all the functions that may be exercised by SDCH, other than those functions that are required by this constitution to be exercised by a general meeting of members of SDCH; and
  - (3) has power to perform all the acts and do all things that appear to the Board to be necessary or desirable for the proper management of the affairs of SDCH.
- 21.2 Without limiting clause 26 or clause 32, the Board may delegate any of its powers or functions to any person or group of persons, including to any member of the Board, any committee or any employee.
- 21.3 The delegate must exercise the powers delegated in accordance with any directions of the Board.

### **22 Composition and membership of Board**

- 22.1 The Board is to consist of:
- (1) 4 office-bearers of SDCH, as set out in clause 22.4;
  - (2) 2 ordinary Board members, each of whom is to be elected at the annual general meeting of SDCH under clause 23; and
  - (3) if a term of the appointment of a general manager in accordance with clause 26 provides that the person so appointed is to be a member of the Board, that general manager.
- 22.2 Subject to clause 22.3, the total number of Board members is to be 6, plus the general manager, if clause 22.1(3) applies.

- 22.3 The Board may by ordinary resolution appoint up to 2 additional ordinary Board members if the Board deems such persons to possess skills or expertise that would benefit SDCH. A member of the Board appointed under this clause 22.3 holds office for the period specified by the Board, being not more than 12 months.
- 22.4 The office-bearers of SDCH are as follows:
- (1) the president;
  - (2) the vice-president;
  - (3) the treasurer; and
  - (4) the secretary.
- 22.5 Each member of the Board that is:
- (1) an office-bearer is to hold office for a period of 2 years until immediately before the election of Board members at the annual general meeting next following the first anniversary date of the member's election, the president and the secretary to be elected in odd numbered years and the vice president and the treasurer to be elected in even numbered years and, subject to clause 22.7, is eligible for re-election;
  - (2) not an office-bearer is to hold office for a period of 1 year until immediately before the election of Board members at the annual general meeting next following date of the member's election and, subject to clause 22.7, is eligible for re-election; or
  - (3) the general manager, is to hold office in accordance with the terms of his or her appointment.
- 22.6 Members of the Board must be a resident of New South Wales.
- 22.7 The maximum number of consecutive terms for which a Board member may hold office is 5 terms, whether as an office-bearer or an ordinary Board member. A person who has held office for the maximum number of consecutive terms may not be elected as an office-bearer or an ordinary Board member until the second annual general meeting held after the 5<sup>th</sup> term. Nothing in this clause 22.7 affects the term of the appointment of a person under clause 22.3 or of the general manager, if appointed, under clause 26.

## **23 Election of Board members**

- 23.1 Other than persons appointed under clause 22.3 and the general manager, if appointed under clause 26, nominations of candidates for election as office-bearers of SDCH or as ordinary Board members:
- (1) must be made in writing, signed by 2 members of SDCH and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
  - (2) must be delivered to the secretary at least 14 days before the date fixed for the holding of the annual general meeting at which the election is to take place and must contain a brief profile of the nominee.
- 23.2 Other than persons appointed under clause 22.3 or clause 26, a person nominated as a candidate for election as an office-bearer or as an ordinary Board member of SDCH must be a member of SDCH.

- 23.3 A member may be nominated for more than one position but may not be elected to hold more than one position at the same time. If a member stands for more than one position as an office-bearer, separate nominations must be received in respect of each position.
- 23.4 The election of office-bearers must be held before the election of ordinary Board members and in the order stated in clause 22.4. If:
- (1) there is only one candidate for a position, that candidate is taken to be elected;
  - (2) more than one person is nominated for a position, a ballot is to be held;
  - (3) there is no nomination for a position, further nominations are to be received at the annual general meeting from members present at the meeting and who consent in writing to the nomination for that position; and
  - (4) the person elected to a position is taken to have withdrawn his or her nomination from any other position as an office-bearer or as an ordinary Board member.
- 23.5 The election of ordinary Board members is held after the election of the office-bearers. If:
- (1) the number of nominations received for election as ordinary Board members is equal to the number of vacancies to be filled, the persons nominated are taken to be elected;
  - (2) the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held; and
  - (3) the number of nominations received for election as ordinary Board members is insufficient to fill the number of vacancies further nominations are to be received at the annual general meeting from members present at the meeting and who consent in writing to the nomination.
- 23.6 Any vacant positions remaining on the Board after the election of the office-bearers and the ordinary Board members are taken to be casual vacancies.
- 23.7 Any ballot for the election of office-bearers and ordinary Board members is to be conducted at the annual general meeting in any usual and proper manner that the Board directs.

## **24 Secretary**

- 24.1 The secretary of SDCH must, as soon as practicable after being appointed as secretary, lodge notice with SDCH of his or her address.
- 24.2 It is the duty of the secretary to keep minutes (whether in written or electronic form) of:
- (1) all appointments of office-bearers and members of the Board;
  - (2) the names of members of the Board present at a Board meeting or a general meeting; and
  - (3) all proceedings at Board meetings and general meetings.
- 24.3 Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
- 24.4 The signature of the chairperson may be transmitted by electronic means for the purposes of clause 24.3.

## **25 Treasurer**

25.1 It is the duty of the treasurer of SDCH to ensure:

- (1) that all money due to SDCH is collected and received and that all payments authorised by SDCH are made;
- (2) that correct books and accounts are kept showing the financial affairs of SDCH, including full details of all receipts and expenditure connected with the activities of SDCH.

## **26 General Manager**

26.1 The Board may appoint in writing a person as the general manager, for such period and on such terms (including as to remuneration) as the Board resolves.

26.2 Subject to the terms of appointment of the general manager and any relevant legislation, the Board may terminate or suspend the general manager from his or her position as a member of the Board at any time, with cause.

26.3 Without limiting clause 26.2 but subject to the terms of appointment:

- (1) the Board may delegate any of their powers (including the power to delegate) to the general manager as provided in the instrument of delegation;
- (2) the Board may revoke or vary any power delegated to the general manager;
- (3) the general manager must exercise the powers delegated to him or her in accordance with any directions of the Board; and
- (4) the exercise of a delegated power by the general manager is as effective as if the Board exercised the power.

26.4 The Board may appoint the general manager as a member of the Board.

26.5 Subject to the terms of his or her appointment, if the general manager is appointed as a member of the Board, the general manager will cease to be a member of the Board if the general manager is removed or dismissed for any reason by the Board, or otherwise resigns as general manager, but will not, for that reason alone, be rendered ineligible for appointment as a member of the Board.

26.6 The general manager is not entitled to attend or vote at any meeting of the Board whilst under suspension from office.

## **27 Appointment of alternate members of the Board**

27.1 A member of the Board, other than persons appointed under clause 22.3 and the general manager, if appointed under clause 26, may appoint any person approved by a majority of the other members of the Board to act as an alternate member of the Board in place of the appointing member for a meeting or for a specified period. The alternate member must be a resident of New South Wales and be a member of SDCH.

27.2 An alternate member of the Board is not taken into account for the purpose of clause 22.2.

27.3 An alternate member of the Board is entitled to notice of meetings of the Board and, if the appointing member is not present at a meeting, is entitled to attend and vote in his or her stead.

27.4 When an alternate member exercises the appointing member's powers, the exercise of the power is just as effective as if the powers were exercised by the appointing member.

- 27.5 The appointing member may suspend or revoke the appointment of the alternate director member by him or her.
- 27.6 The Board may suspend or remove an alternate member by resolution after giving the appointing member reasonable notice of their intention to do so.
- 27.7 Every notice of appointment, suspension or revocation under this clause 27 must be in writing and a copy must be given to SDCH.
- 27.8 The appointment of an alternate member automatically terminates:
- (1) if the appointing member ceases to hold office as member of the Board;
  - (2) on any event which causes a member of the Board to vacate the office of Board member; or
  - (3) if the alternate member resigns from the appointment by written notice to the secretary of SDCH.
- 27.9 A member of the Board or any other person may act as alternate member to represent more than 1 member, but not more than 3 at any time.

## **28 Termination of membership of the Board and Casual vacancies**

- 28.1 A member of the Board ceases to be a member of the Board if the member:
- (1) dies;
  - (2) ceases to be a member of SDCH;
  - (3) ceases to be a resident of NSW;
  - (4) is or becomes insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth;
  - (5) resigns office by notice in writing given to the secretary;
  - (6) is removed from office under clause 26.5 or clause 29;
  - (7) is absent without the consent of the Board from 3 consecutive meetings of the Board, unless the Board determines otherwise;
  - (8) becomes a mentally incapacitated person;
  - (9) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
  - (10) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* of the Commonwealth.
- 28.2 In the event of a Board member (other than the general manager) ceasing to be member of the Board, the Board may by ordinary resolution appoint a member of SDCH to fill the casual vacancy and the member so appointed is to hold office, subject to this constitution, until the annual general meeting next following the date of the appointment.

## **29 Removal of Board members**

- 29.1 SDCH in general meeting may by ordinary resolution remove any Board member (other than the general manager) from office before the expiration of the member's term of office and may by ordinary resolution appoint another member to hold office until the expiration of the term of office of the member so removed.



- 29.2 If a Board member to whom a proposed resolution referred to in clause 29.1 relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representations be notified to the members of SDCH, the secretary or the president may send a copy of the representations to each member of SDCH or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

### **30 Board meetings and quorum**

- 30.1 The Board must meet at least 3 times in each period of 12 months at the place and time that the Board may determine.
- 30.2 Additional meetings of the Board may be convened by the president or by any member of the Board.
- 30.3 Oral or written notice of a meeting of the Board must be given by the secretary to each member of the Board at least 48 hours (or any other period that may be unanimously agreed on by the members of the Board) before the time appointed for the holding of the meeting.
- 30.4 Notice of a meeting given under clause 30.3 must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.
- 30.5 Any 3 members of the Board constitute a quorum for the transaction of the business of a meeting of the Board. If the number of members of the Board is at any time less than 3, the only business that may be transacted by the Board is the appointment of members to fill sufficient number of casual vacancies to ensure that the Board has at least 3 members.
- 30.6 No business is to be transacted by the Board unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- 30.7 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- 30.8 At a meeting of the Board:
- (1) the president or, in the president's absence, the vice-president is to preside; or
  - (2) if the president and the vice-president are absent or unwilling to act, one of the remaining members of the Board chosen by the members present at the meeting is to preside.

### **31 Use of technology at Board meetings**

- 31.1 Subject to the determination of the Board from time to time, a Board meeting may be held at 2 or more venues using any technology approved by the Board that gives each of the Board members a reasonable opportunity to participate.
- 31.2 A Board member who participates in a Board meeting using technology that is agreed on by the Board from time to time is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

### **32 Delegation by Board to sub-committee**

- 24.1 The Board may, by instrument in writing, delegate to one or more sub- committees

(consisting of the member or members of SDCH that the Board thinks fit) the exercise of any of the functions of the Board that are specified in the instrument, other than:

- (1) this power of delegation; and
  - (2) a function which is a duty imposed on the Board by the Act or by any other law.
- 32.2 A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- 32.3 A delegation under this clause may be made subject to any conditions or limitations as to the exercise of any function, or as to time or circumstances, that may be specified in the instrument of delegation.
- 32.4 Despite any delegation under this clause, the Board may continue to exercise any function delegated.
- 32.5 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.
- 32.6 The Board may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- 32.7 A sub-committee may meet and adjourn as it thinks proper.

### **33 Voting and decisions**

- 33.1 Questions arising at a meeting of the Board or of any sub-committee appointed by the Board are to be determined by a majority of the votes of members of the Board or sub-committee present at the meeting.
- 33.2 Each member present at a meeting of the Board or of any sub-committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- 33.3 Subject to clause 30.5, the Board may act despite any vacancy on the Board.
- 33.4 Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a sub-committee appointed by the Board, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-committee.

## **General meetings**

### **34 Annual general meetings - holding of**

- 34.1 SDCH must hold its first annual general meeting within 18 months after its registration under the Act.
- 34.2 SDCH must hold its annual general meetings:
- (1) within 6 months after the close of SDCH's financial year; or
  - (2) within any later time that may be allowed or prescribed under section 37(2)(b) of the Act.

### **35 Annual general meetings - calling of and business at**

- 35.1 The annual general meeting of SDCH is, subject to the Act and to clause 26, to be convened on the date and at the place and time that the Board thinks fit.
- 35.2 In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
- (1) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
  - (2) to receive from the Board reports on the activities of SDCH during the last preceding financial year;
  - (3) to elect office-bearers of SDCH and ordinary Board members;
  - (4) to receive and consider any financial statement or report required to be submitted to members under the Act; .
  - (5) to consider any other business proposed by the Board; and
  - (6) to consider any other business of which notice has been given in accordance with clause 37.4.
- 35.3 An annual general meeting must be specified as that type of meeting in the notice convening it.

### **36 Special general meetings - calling of**

- 36.1 The Board may, whenever it thinks fit, convene a special general meeting of SDCH.
- 36.2 The Board must, on the requisition of at least 5% of the total number of members, convene a special general meeting of SDCH.
- 36.3 A requisition of members for a special general meeting:
- (1) must be in writing;
  - (2) must state the purpose or purposes of the meeting;
  - (3) must be signed by the members making the requisition;
  - (4) must be lodged with the secretary; and
  - (5) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- 36.4 If the Board fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- 36.5 A special general meeting convened by a member or members as referred to in clause 36.4 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.
- 36.6 For the purposes of clause 36.3:
- (1) a requisition may be in electronic form; and

- (2) a signature may be transmitted, and a requisition may be lodged, by electronic means.

## **37 Notice**

- 37.1 Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of SDCH, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 37.2 The notice specifying the date, time and place of the annual general meeting must specify which positions on the Board will be vacant and call for nominations for those positions. Such nominations are to be received by the secretary within 14 days of the giving of the notice.
- 37.3 Not less than 5 days before the date fixed for the annual general meeting the Board shall forward to all members a list of nominees for vacant positions on the Board together with notice of any other business as received by the secretary in accordance with clause 37.4.
- 37.4 In the event that a member wishes to raise any other business at the annual general meeting the nature of that business, written request must be received by the secretary not less than 30 days (or such shorter period as the Board allows in a particular case) before the date fixed for the next annual general meeting.
- 37.5 If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of SDCH, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause 37.1, the intention to propose the resolution as a special resolution.
- 37.6 No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 37.4.

## **38 Quorum for general meetings**

- 38.1 No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- 38.2 Five members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- 38.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (1) if convened on the requisition of members—is to be dissolved; and
  - (2) in any other case—is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- 38.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) are to constitute a quorum.

## **39 Presiding member**

- 39.1 The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of SDCH.
- 39.2 If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

## **40 Adjournment**

- 40.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 40.2 If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of SDCH stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 40.3 Except as provided in clause 40.1 and clause 40.2, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

## **41 Making of decisions**

- 41.1 A question arising at a general meeting of SDCH is to be determined by:
- (1) a show of hands or, if the meeting is one to which clause 46 applies, any appropriate corresponding method that the Board may determine; or
  - (2) if on the motion of the chairperson or if 5 or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- 41.2 If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of SDCH, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 41.3 Clause 41.2 applies to a method determined by the Board under clause 41.1(1) in the same way as it applies to a show of hands.
- 41.4 If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

## **42 Special resolutions**

- 42.1 A special resolution may only be passed by SDCH in accordance with section 39 of the Act.

## **43 Voting**

- 43.1 On any question arising at a general meeting of SDCH a member has one vote only.
- 43.2 In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- 43.3 A member is not entitled to vote at any general meeting of SDCH unless all money due and payable by the member to SDCH has been paid.

- 43.4 A member is not entitled to vote at any general meeting of SDCH if the member is under 18 years of age.

#### **44 Appointment of proxies**

- 44.1 Each member is entitled to appoint another member as proxy by notice given to the secretary no later than 48 hours before the time of the meeting in respect of which the proxy is appointed.
- 44.2 No member shall hold more than 3 proxies.
- 44.3 The notice appointing the proxy is to be in or substantially in the form set out in Appendix 3.

#### **45 Postal or electronic ballots**

- 45.1 SDCH may hold a postal or electronic ballot (as the Board determines) to determine any issue or proposal (other than an appeal under clause 20).
- 45.2 A postal or electronic ballot is to be conducted in accordance with Schedule 3 to the Regulation.

#### **46 Use of technology at general meetings**

- 46.1 A general meeting may be held at 2 or more venues using any technology approved by the Board that gives each of SDCH's members a reasonable opportunity to participate.
- 46.2 A member of the association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

### **Miscellaneous**

#### **47 Insurance**

- 47.1 SDCH may affect and maintain insurance.

#### **48 Funds - source**

- 48.1 The funds of SDCH are to be derived from admission fees and annual subscriptions of members, donations and, subject to any resolution passed by SDCH in general meeting, any other sources that the Board determines.
- 48.2 All money received by SDCH must be deposited as soon as practicable and without deduction to the credit of SDCH's bank or other authorised deposit- taking institution account.
- 48.3 SDCH must, as soon as practicable after receiving any money, issue an appropriate receipt.

#### **49 Funds - management**

- 49.1 Subject to any resolution passed by SDCH in general meeting, the funds of SDCH are to be used solely in pursuance of the objects of SDCH in the manner that the Board determines.
- 49.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 authorised signatories.

## **50 Association is non-profit**

- 50.1 Subject to the Act and the Regulation, SDCH must apply its funds and assets solely in pursuance of the objects of SDCH and must not conduct its affairs so as to provide a pecuniary gain for any of its members.
- 50.2 Despite clause 50.1, a member may be paid by SDCH for services of a commercial nature or for services rendered on arm's length terms and if it is permitted to be paid under the Act and the Regulation.

## **51 Distribution of property on winding up of association**

- 51.1 Subject to the Act and the Regulations, in a winding up of SDCH, any surplus property of SDCH is to be transferred to another organisation with similar objects and which is not carried on for the profit or gain of its individual members.
- 51.2 In this clause, a reference to the surplus property of an association is a reference to that property of SDCH remaining after satisfaction of the debts and liabilities of SDCH and the costs, charges and expenses of the winding up of SDCH.

## **52 Change of name, objects and constitution**

- 52.1 An application for registration of a change in SDCH's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a Board member.

## **53 Custody of books etc.**

- 53.1 Except as otherwise provided by this constitution, all records, books and other documents relating to SDCH must be kept in New South Wales:
- (1) at the main premises of SDCH, in the custody of the public officer or a member of SDCH (as the Board determines); or
  - (2) if SDCH has no premises, at SDCH's official address, in the custody of the public officer.

## **54 Access to Records**

- 54.1 Members may inspect the following documents of SDCH at any reasonable time determined by both parties, following a written request to the Board, subject to clause 54.2:
- (1) records, books and other financial documents of SDCH;
  - (2) this constitution;
  - (3) minutes of all committee meetings and general meetings of SDCH.
- 54.2 Members may not inspect or obtain a copy of records and other documents of SCDH that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of SDCH.
- 54.3 Members may not take copies of any records and, subject to clause 54.4, must view records on the premises of SDCH.
- 54.4 A copy of the constitution and any codes of conduct or by laws adopted by the Board from time to time will available to members and applicants for membership free of charge.

## **55 Service of notices**

55.1 For the purpose of this constitution, a notice may be served on or given to a person:

- (1) by delivering it to the person personally;
- (2) by sending it by pre-paid post to the address of the person; or
- (3) by sending it by email, facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

55.2 For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (1) in the case of a notice given or served personally, on the date on which it is received by the addressee;
- (2) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
- (3) in the case of a notice sent by email, facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

## **56 Financial year**

56.1 The financial year of SDCH is:

- (1) the period of time commencing on the date of incorporation of SDCH and ending on the following 30 June; and
- (2) each period of 12 months after the expiration of the previous financial year of SDCH, commencing on 1 July and ending on the following 30 June.

## **57 Common seal**

57.1 The common seal of SDCH must be kept in the custody of the public officer or such other person as the Board may nominate.

57.2 The common seal must not be affixed to any instrument except by the authority of the Board and the affixing of the common seal must be attested by the signatures either of 2 members of the Board or of 1 member of the Board and of the public officer or secretary.



**Appendix 1**

**The Sydney Dogs & Cats Home Incorporated**  
Inc 3013408

**APPLICATION FOR ORDINARY MEMBERSHIP**

(Incorporated under *Incorporation Act 1984*)

I,.....  
*(full name of applicant)*

of.....  
*(address)*

..... *(telephone number)*

with email address of

.....  
*(email address)*

hereby apply to become an ordinary member of the above-named incorporated association, The Sydney Dogs & Cats Home Incorporated (**SDCH**).

In the event of my admission as a member, I declare that:

- I am over the age of 18 years
- I support the objectives of SDCH for the time being in force
- I agree to be bound by the constitution and any codes of conduct or bylaws of SDCH for the time being in force.

.....

*Signature of applicant*

Date.....

Please indicate whether or not you wish your personal details to be provided to other members of SDCH by deleting whichever is not applicable.

- I do not wish my personal details, other than my name, to be provided to other members of SDCH.  
**OR**
- I am happy for all my personal details to be available to all other members of SDCH.

**Appendix 2**

**The Sydney Dogs & Cats Home Incorporated**  
Inc 3013408

**APPLICATION FOR JUNIOR MEMBERSHIP**

(Incorporated under *Incorporation Act 1984*)

I,.....  
(full name of applicant)

of.....  
(address)

..... (telephone  
number)

with email address of

.....  
(email address)

hereby apply to become a junior member of the above-named incorporated association, The Sydney Dogs & Cats Home Incorporated (**SDCH**).

My date of birth is: .....  
day month year

In the event of my admission as a member, I declare that:

- I support the objectives of SDCH for the time being in force
- I agree to be bound by the constitution and any codes of conduct or bylaws of

SDCH for the time being in force.

.....

*Signature of applicant*

Date.....

Please indicate whether or not you wish your personal details to be provided to other members of SDCH by deleting whichever is not applicable.

- I do not wish my personal details, other than my name, to be provided to other members of SDCH.  
**OR**
- I am happy for all my personal details, other than my date of birth, to be available to all other members of SDCH.

**Appendix 3**

**The Sydney Dogs & Cats Home Incorporated**  
Inc 3013408

**APPLICATION FOR CORPORATE MEMBERSHIP**

(Incorporated under *Incorporation Act 1984*)

.....  
(full name of applicant and ACN, ABN or Inc no)

of.....  
(address)

..... (telephone  
number)

with email address of  
.....  
(email address)

hereby apply to become a corporate member of the above-named incorporated association, The Sydney Dogs & Cats Home Incorporated (**SDCH**).

In the event of admission as a member, the applicant declares that:

- it supports the objectives of SDCH for the time being in force
- it agrees to be bound by the constitution and any codes of conduct or bylaws of SDCH for the time being in force.

.....  
*Signed for and on behalf of applicant*  
Name of signatory .....  
Position .....

Date.....

The following person is nominated as the nominated representative of the applicant:

.....  
(full name of nominated representative)

of.....  
(address)

..... (telephone  
number)

with email address of  
.....  
(email address)

and consents to the nomination:

.....

*Signature of nominated representative*

Date.....

Note: up to 3 nominated representatives may be appointed.

Appendix 4

The Sydney Dogs & Cats Home Incorporated  
Inc 3013408

FORM OF APPOINTMENT OF PROXY

I, .....of.....  
(full name) (address)

being a member of The Sydney Dogs & Cats Home Incorporated (**SDCH**) (or a nominated representative of a financial corporate member)

hereby appoint.....  
(full name of proxy)

of .....  
(address)

and email address of .....

being a financial member of SDCH (or the nominated representative of a financial corporate member), as my proxy to vote for me on my behalf at the general meeting of SDCH (annual general meeting or special general meeting, as the case may be) to be held on the

.....day of.....  
(month and year)

and at any adjournment of that meeting.

\* My proxy is authorised to vote in favour of/against the resolution

.....

\* to be inserted if desired.

.....

Signature of member appointing proxy

Date.....

NOTE: A proxy vote may not be given to a person who is not a financial member of SDCH (or the nominated representative of a financial corporate member).