

# CONSTITUTION

## PART 1 - PRELIMINARY

### 1. Name

The name of the incorporated association shall be the **NORTH AUSTRALIAN CANINE ASSOCIATION INCORPORATED** and shall be herein after referred to as NACA, Controlling Body for all Pure-Bred Canine Activities and all other recognised Canine Activities in the Northern Territory.

### 2. Objects and Purposes Name

The Objects and Purposes and purposes of the NACA are:

- (1) To promote in every way the general improvement of the standard, breeding and exhibition of pure breed dogs.
- (2) To draw up and provide Rules –
  - (a) under which the NACA, or any duly appointed Council, may grant permission to hold and conduct Exhibitions.
  - (b) for the carrying out of Exhibitions.
  - (c) for regulating all such Exhibitions; and
  - (d) for any other purpose connected with the Objects and Purposes of the NACA.
- (3) To protect the interests of Exhibitors and Owners at all Exhibitions.
- (4) To keep a Register of Dogs and Ownership thereof, and Prefixes and to make rules therefore.
- (5) To compile and publish StudBooks.
- (6) To draw up rules for Affiliation of kindred bodies and to grant or withhold affiliation in accordance with these Rules.
- (7) To either give, or contribute towards, Prizes, Medals and Awards in connection with Exhibitions and to promote and support displays and entertainments.
- (8) To afford means of reference for the amicable settlement of disputes and to prevent illegal and dishonest practices.
- (9) To purchase, hire, make, provide, and maintain all kinds of real and personal property for the carrying out of the Objects and Purposes of the NACA or any of them.
- (10) To appoint, employ, engage, remove or suspend such employees as may be necessary or convenient for the purposes of the NACA.

- (11) To subscribe to, and become associated with, any other Body whose Objects and Purposes are kindred to the Objects and Purposes of the NACA.
- (12) To legislate, make Rules, Regulations and/or Bylaws, adopt the Rules recommendations and Regulations of the ANKC as published and amended by the ANKC from time to time, and do all other acts and matters and things as may be necessary or expedient to promote all or any of the Objects and Purposes of the NACA or matters incidental thereto. **(6/16)**
- (13) To levy Fees for Membership, registration of dogs, prefixes, transfers of ownership or for any other purpose which is desirable to carry out the Objects and Purposes of the NACA or any of them.
- (14) To award ANKC Challenge Certificates.
- (15) To hear appeals from Exhibitors, or Members of affiliated bodies, owners of dogs who are themselves, or whose dogs have been, disqualified or penalised by an Affiliate.
- (16) To appoint Committees and to delegate such power as is considered expedient for the carrying out of the Objects and Purposes of the NACA or any of them pursuant to the Constitution and Rules.

### **3. Minimum number of Members**

The NACA must have at least twenty-five (25) Members.

### **4. Definitions**

In this Constitution unless the contrary intention appears:

- (1) "ACT" means the Associations Act and regulations made under that Act.
- (2) "AFFILIATE" means a club, or association of breeders of dogs, or an agricultural society, or NACA admitted by the NACA as an affiliated club.
- (3) "AGENT" means a person who has been authorised in writing to act on behalf of a Registered Owner in specified matters and such authorisation has been lodged with the NACA.
- (4) "ANKC" means the Australian National Kennel Council.
- (5) "APPLICATION FOR MEMBERSHIP" includes an application for re-admission to Membership.
- (6) "ASSOCIATE REGISTER" means the Register kept by Council for the purpose of recording those dogs that are able to participate in all working trials unless specifically excluded by an ANKC ruling.
- (7) "AWARD" in relation to an Exhibition includes a decision, placing, and adjudication.

- (8) "BAITING" includes verbal encouragement grooming, food or natural items already in the Ring and may be used to 'bait' PROVIDED that they do not in any way interfere with another exhibit Balls, squeaky toys, and other such items are SPECIFICALLY EXCLUDED.
- (9) "BODY" means, where the context reasonably admits, an agricultural or other society, or NACA, company, or group of persons.
- (10) "BREEDER" in relation to a dog means the registered owner of the dam at the time of its birth PROVIDED that for such purposes, a person shall be deemed to be the owner of the dam to the exclusion of the registered owner if at the time of the birth:
- i. the dam is in the possession or control of such person and has been lent or leased to such person for breeding.
  - ii. notice of the loan or lease verified by submission of a Transfer of Ownership by the registered owner of the dam has been lodged with the NACA prior to the date of birth of such dog.
  - iii. if such further information as may be required has been furnished prior to the date of birth of such dog.
  - iv. the appropriate Fee has been paid by such person to the NACA prior to the date of birth of such dog.
- (11) "CENTRAL REGISTER" means the Central Register of Prefixes kept by the ANKC.
- (12) "CHALLENGE CERTIFICATE" means an ANKC Certificate awarded at a Championship Show and having a point value prescribed by the Rules.
- (13) "CHAMPIONSHIP EXHIBITION" means a Recognised Exhibition which has been granted such title by the NACA and at which Challenge Certificates shall be, or have been, awarded by authority of Council to Competitors of a breed of dog judged there at.
- (14) "CLOSING DATE OF ENTRIES" in relation to an Exhibition means the date as last published by the body conducting the Exhibition on, or before which, entries are received by the Exhibition Manager.
- (15) "COMMITTEE" means a consultative Committee of the NACA.
- (16) "CONSTITUTION" means the Constitution for the time being of the NACA.
- (17) "COUNCIL" means the Council of the NACA.
- (18) "DATE OF BIRTH" in relation to a dog means the actual date of birth of a dog as certified by the Breeder.
- (19) "DOG" includes bitch where the context reasonably admits.
- (20) "DOGS NT" The registered trading name of the NACA.
- (21) "DRAFT SCHEDULE" means the Schedule of Classes to be judged at any Exhibition submitted to the NACA for approval and containing the information concerning such Exhibition as is prescribed from time to time by Council.

- (22) "EXAMINATION" means a theoretical or practical examination, either written or oral, held for the purpose of qualifying an applicant for appointment to a Panel.
- (23) "EXHIBIT" (a) used as a verb includes the verb "show" and vice versa and "to exhibit" or "show" includes "to compete".
- (b) used as a noun means a dog entered for exhibition in accordance with the Rules.
- (24) "EXHIBITION" includes a Contest, Show, Exhibition, Parade, Trial, Display, or any Trial discipline.
- (25) "EXHIBITION COMMITTEE" in relation to an Exhibition means the Committee immediately responsible for the conduct of the Exhibition.
- (26) "EXHIBITION GROUNDS" means the area within which an Exhibition is conducted.
- (27) "EXHIBITION MANAGER" means the manager of an exhibition.
- (28) "EXHIBITION REPRESENTATIVE" means a person who is either a Councillor or on a Panel appointed by Council to represent the NACA at any Exhibition.
- (29) "EXHIBITION SCHEDULE" means the Schedule approved by the NACA of the Classes to be judged at an Exhibition and containing all the information contained in the approved Schedule.
- (30) "EXHIBITOR" means a Registered Owner or Lessee, in whose name an exhibit is entered for Exhibition; but, where the context reasonably admits, shall be deemed to include the person by whom such exhibit is displayed handled, or displayed or a person in whose charge the exhibit is whilst on the show grounds.
- (31) "FEES" shall include moneys payable to the NACA.
- (32) "FINANCIAL MEMBER" means a Member of the NACA who shall not be in default in payment of the Fees payable by him in accordance with the Constitution and Rules.
- (33) "FINANCIAL INSTITUTION" means an authorised deposit-taking institution within the meaning of Section 5 of the Banking Act 1959 of the Commonwealth.
- (34) "FINANCIAL YEAR" means the financial year of the NACA and shall commence on the first (1<sup>st</sup>) day of January each year.
- (35) "FIREARM" means any weapon from which a shot is fired and includes imitation firearms and starting pistols.
- (36) "FIRST DAY" in relation to an Exhibition means the date on which Judging of dogs commences.
- (37) "GENERAL MEETING" means a General Meeting of Members convened in accordance with clause 44.
- (38) "IMPORTED" in relation to a dog means a dog that has been born outside the 3-mile limit of the Commonwealth of Australia or its Territories. A dog whelped on board the vessel of transport shall be deemed to be imported: e.g. (imp UK), (Imp NZ), (Imp USA) etc.

- (39) "JUDGE" means a person appointed to a Judges Panel by the NACA or by a Body recognised by the NACA.
- (40) "JUDGES PANEL" means the list of persons who are suitably qualified and approved by Council to judge a particular Breed or Group of Breeds of dogs, or to judge Trials.
- (41) "LITTER" in relation to a dog means all the living, progeny eligible for registration in the General Register.
- (42) "MAGAZINE" means the NACA publication 'The Territory Dog World'.
- (43) "MARKED CATALOGUE" means the catalogue issued by the Exhibition Council containing particulars of all entries at such Exhibition which has been marked as evidence of all the Awards made thereat.
- (44) "MEMBER" means a financial Member of the NACA.
- (45) "MISCONDUCT" includes any conduct considered by Council to be unworthy of a Member.
- (46) "NAME" in relation to a dog means the Prefix, Registered Name, number and the word or letters assigned to the dog upon registration.
- (47) "NEUTERED" means a castrated, de-sexed, or altered dog.
- (48) "OFFICE" means the Office of the NACA.
- (49) "OFFICERS" means the Councillors of the NACA.
- (50) "OPEN SHOW" means an Exhibition where dogs are exhibited but no Challenge Certificates are awarded. Champions are eligible to compete in Ordinary Classes.
- (51) "PARADE" means an Exhibition at which dogs are exhibited but no Challenge Certificates are awarded and where Champions are not eligible to compete in Ordinary Classes.
- (52) "PERSON" where the context reasonably admits, includes an individual, a firm or partnership, a company or a corporation, or any other legal entity.
- (53) "PRIZE" includes any Award, Gift, or Presentation, whether in the form of a Certificate, card, ribbon, monetary payment trophy or otherwise.
- (54) "RECOGNISED EXHIBITION" means an Exhibition conducted by the NACA or an Exhibition conducted under these Rules and approved as a "Recognised Exhibition" by Council. "UNRECOGNISED EXHIBITION" shall have the converse meaning.
- (55) "RECORDS" means the records of the NACA.
- (56) "REGISTER" means the Canine Register or General Register kept by the Council for the purpose of recording dogs considered by Council as eligible for exhibition and admitted to registration in accordance with the Rules.
- (57) "REGISTERED" in relation to a dog means that it is registered in the Register.

- (58) "REGISTER OF MEMBERS" means the registers of the NACA's Members established and maintained under section 34 of the Act.
- (59) "REGISTERED NUMBER" in relation to a dog means the number allocated to it upon its registration in the Register.
- (60) "REGISTERED OWNER" in relation to a dog means the person registered with the NACA is the owner of such dog.
- (61) "RESIDENT" means a person who resides in the Northern Territory.
- (62) "RULES" mean the Rules made by Council and from time to time in force made pursuant to Clause 2 (12) of the Objects and Purposes and Clause 34 (5) and Clause 23 (5).
- (63) "SANCTIONED EXHIBITION" means an Exhibition which is not governed by these Rules but which Council has agreed to designate as a 'Sanctioned Exhibition'.
- (64) "SERVICE CERTIFICATE" means a Certificate;
- (i) certifying the date of service of a Registered dam by a Registered sire and
  - (ii) specifying the Registered names of such sire and dam; and
  - (iii) signed by the Registered owner of the dam; and
  - (iv) countersigned by the registered owner of the sire.
- (65) "SOCIAL CLUB" means a club or society or other NACA of persons recognised as such by the NACA and which admits to Membership, persons interested in a breed/breeds of dogs.
- (66) "SPECIALIST CLUB" means a club, society or other NACA of persons recognised as such by the NACA and which admits to Membership persons interested in a specified breed or breeds of dogs and conducting Exhibitions at which only dogs of such breed or breeds are eligible for exhibition.
- (67) "SUB-COMMITTEE" means a sub group on an existing NACA Committee established by Council for a particular or specific task.
- (68) "SPECIAL RESOLUTION" means a resolution notice of which is given under clause 47 and passed in accordance with Section 37 of the Act.
- (69) "TRIAL" means any Exhibition that is recognised by the ANKC as a trial.
- (70) "TRIAL CARD" means an ANKC Certificate awarded at exhibitions.
- (71) "TROPHY" means an article given as a Prize or memento of any contest or success.
- (72) "VETERINARY OFFICER" means the veterinarian appointed and officiating at a Recognised Exhibition and includes his deputy.
- (73) "WRITING" means any means of communicating words in visible form. Words importing the male gender shall, where the context reasonably admits, include the female and neuter gender and the singular number shall include the plural.

## **PART 2 – CONSTITUTION AND POWERS OF NACA**

### **5. Powers of the NACA**

- (1) For achieving its Objects and Purposes and purposes, the NACA has the powers conferred by sections 11 and 13 of the Act.
- (2) Subject to the Act, the NACA may do all things necessary or convenient for carrying out its Objects and Purposes or purposes, and in particular, may;
  - (a) acquire, hold and dispose of real or personal property.
  - (b) open and operate accounts with financial institutions.
  - (c) invest its money in any security in which trust monies may lawfully be invested.
  - (d) raise and borrow money on the terms and in the manner, it considers appropriate.
  - (e) secure the repayment of money raised or borrowed, or the payment of a debt or liability.
  - (f) appoint agents to transact business on its behalf; and
  - (g) enter into any other contract it considers necessary or desirable.
  - (h) Create, delete or in any way vary NACA rules.

### **6. Effect of Constitution**

This Constitution binds every Member and the NACA to the same extent as if every Member and the NACA had signed and sealed this Constitution and agreed to be bound by it.

### **7. Inconsistency between Constitution and Act**

If there is any inconsistency between this Constitution and the Act, the Act prevails.

### **8. Altering the Constitution**

The NACA may alter this Constitution by special resolution but not otherwise. If the Constitution is altered, the Public Officer must ensure compliance with section 23 of the Act.

## **PART 3 – MEMBERS**

### **➤ *Division 1 – Membership***

### **9. Application for Membership**

To apply to become a Member of the NACA a person must submit a written application for Membership to the Council – in the form approved by the Council.

## **10. Approval of Council**

- (1) If an application is rejected, the applicant may appeal against the decision by giving notice to the Secretary within 14 days after being advised of the rejection.
- (2) If an applicant gives notice of an appeal against the rejection of his or her application, the Council must reconsider the application at the next Council meeting after receipt of the notice of appeal.
- (3) If after reconsidering an application the Council reaffirms its decision to reject the application, the decision is final.
- (4) On admission to Membership, the applicant shall become possessed of the rights, privileges and obligations of Membership and agree to abide by and be governed by the Rules until he ceases to be a financial Member.

## **11. Joining fee**

- (1) The applicant becomes a Member on payment of the joining fee.
- (2) The joining fee is either –
  - (a) a pro rata annual fee based on the remaining part of the financial year; or
  - (b) the amount determined from time to time by resolution at a Council meeting.

## **12. Annual Membership fees**

- (1) The annual Membership fee is the amount determined from time to time by resolution at a Council meeting.
- (2) Each Member must pay the annual Membership fee to the Treasurer by the first day of each financial year or another date determined by the Council from time to time. Any Member paying after this date will incur a late fee, the amount determined from time to time by resolution at a Council Meeting. **(09/19)**
- (3) A Member whose subscription is not paid within 30 days after the due date ceases to be a Member unless the Council determines otherwise. **(6/16)**
- (4) Honorary Life Membership may be recommended by Council or any Member to the Annual General Meeting, in recognition of valuable services. Such Life Member, when approved by the Annual General Meeting, shall be entitled to all rights, privileges and obligations of a Member.



➤ *Division 2 – Rights of Members*

**13. General**

- (1) Subject to clause 14 (2), a Member may exercise the rights of Membership when his or her name is entered in the register of Members.
- (2) A right of Membership of the NACA:
  - (a) is not capable of being transferred or transmitted to another person; and
  - (b) terminates on the cessation of Membership whether by death, resignation or otherwise.
- (3) Subject to the restrictions and limitations prescribed by, or pursuant to, the Constitution and Rules, the privileges of Membership shall be:
  - (a) the right to attend and vote at the Annual General Meeting and any Special General Meeting of the NACA.
  - (b) the right to stand for election at the Annual General Meeting, to a position on the Council of the NACA, if they are a financial Member of NACA at the time of nomination. **(5/18)**
  - (c) the right to submit his name as a candidate for appointment to an Official Panel, being a group of Members appointed by Council for a specific purpose.
  - (d) the right to register in the Register such dogs bred or purchased by him as are eligible for such registration.
  - (e) the right to exhibit dogs owned or leased by him.
  - (f) the right to compete for any prizes available for competition by Members of the NACA.
  - (g) the right to stand for election of an Affiliated body. **(5/18)**
  - (h) the right of access to the NACA library.
  - (i) the right to receive, at no extra cost, each issue of 'The Territory Dog World'.
- (4) PROVIDED that a Member who is not a resident of the Northern Territory shall not be entitled to vote, stand for election to the Council, hold any Office, be elected or appointed to any panel or Committee of NACA **(6/16)**

**14. Voting**

- (1) Subject to sub-clause (2) and clause 18, each Member has one vote at General Meetings of the NACA.
- (2) A Member is not eligible to vote until 10 working days after his or her application has been accepted.
- (3) A Member is not eligible to vote at the AGM if they have joined NACA after the electoral roll for the AGM has closed. **(5/18)**

**15. Notice of meetings and special resolutions**

The Secretary must give all Members notice of General Meetings and special resolutions in the manner and time prescribed by this Constitution.

**16. Access to information on NACA**

The following must be available for inspection by Members:

- (a) a copy of this Constitution.
- (b) minutes of General Meetings.
- (c) annual reports and annual financial reports.

**17. Raising grievances and complaints**

- (1) A Member may raise a grievance or complaint about a Council Member, the Council or another Member of the NACA.
- (2) The grievance or complaint must be dealt with by the procedures set out in Part 8.

**18. Associate Members**

An Associate Member must not vote but may have other rights as determined by the Council or by resolution at a General Meeting.

➤ *Division 3: – Termination, Death, Suspension and Expulsion*

**19. Termination of Membership**

Membership of the NACA may be terminated by –

- (a) notice of resignation addressed and posted to the NACA or given personally to the Secretary.
- (b) non-payment of the annual Membership fee within the time allowed under clause 12 (3); or
- (c) expulsion in accordance with this Division.

**20. Death of Member or whereabouts unknown**

If a Member dies or the whereabouts of a Member are unknown, the Council must cancel the Member's Membership.

**21. Suspension or expulsion of Members**

- (1) If the Council considers that a Member should be suspended or expelled because his or her conduct is detrimental to the interests of the NACA, the Council must give notice of the proposed suspension or expulsion to the Member.

- (2) The notice must:
  - (a) be in writing and include:
    - (i) the time, date and place of the Council meeting at which the question of that suspension or expulsion will be decided; and
    - (ii) the particulars of the conduct; and
  - (b) be delivered or sent by registered mail to the Member not less than 30 days before the date of the Council meeting referred to in paragraph (a) (i).
- (3) At the meeting, the Council must afford the Member a reasonable opportunity to be heard or to make representations in writing.
- (4) The Council may suspend or expel or decline to suspend or expel the Member from the NACA and must give written notice of the decision and the reason for it to the Member by registered mail.

Subject to clause 22, the decision to suspend or expel a Member takes effect 14 days after the day on which notice of the decision is given to the Member.

## **22. Appeals against suspension or expulsion**

- (1) A Member who is suspended or expelled under clause 21 may appeal against that suspension or expulsion by giving notice to the Secretary within 14 days after receipt of the Council's decision.
- (2) The appeal must be considered at an Appeals Panel convened for the NACA and the Member must be afforded a reasonable opportunity to be heard at the meeting or to make representations in writing prior to the meeting for circulation at the meeting.
- (3) In the event of an appeal, a separate panel must be convened. This panel must not consist of NACA Councillors. This panel must be totally independent of the initial investigating Council.
- (4) The Members present at the Appeals Panel must, by resolution, either confirm or set aside the decision of the Council to suspend or expel the Member.
- (5) The Member is not suspended or does not cease to be a Member until the decision of the Council to suspend or expel him or her is confirmed by a resolution of the Council.

## PART 4 – MANAGEMENT COUNCIL

### ➤ *Division 1 – General*

#### 23. **Role and powers**

The Council shall have power to appoint Committees and sub-Committees to deal with any Object and purpose, matter or thing within the Constitution and to delegate to such Council or sub-Council, any of the functions and powers of Council relating thereto on any terms satisfactory to Council.

- (1) The business of the NACA must be managed by or under the direction of a Management Council.
- (2) The Council may exercise all the powers of the NACA except those matters that the Act or this Constitution requires the NACA to determine through a General Meeting of Members.
- (3) The Council may appoint and remove staff.
- (4) The Council may establish one or more sub-Committees consisting of the Members of the NACA the Council considers appropriate. The President and Secretary shall, if they so desire, be ex-officio Members of all Committees and sub-Committees.
- (5) power to promulgate (create), add to, remove or in any way vary Rules for the satisfactory running of the NACA.

#### 24. **Composition of Council**

- (1) The Management Council consists of
  - (a) President
  - (b) Vice President
  - (c) Secretary
  - (d) Treasurer; and
  - (e) Up to six (6) Ordinary Council Members with a minimum of four (4) **(5/11)**
- (2) The Council must appoint one (1) Council Member to be the NACA Public Officer.
- (3) The Council shall be elected for 2-year terms with 50% retiring each year. In the first instance, the Vice-President, Secretary and 3 Councillors will be elected for 1 year only and thereafter each 2 years. **(5/14)**

## **25. Delegation**

- (1) The Council shall have power to appoint Councils and sub-Councils and panels to deal with any Object and purpose matter or thing within the Constitution and to delegate to such Council or sub-Council, any of the functions and powers of Council relating thereto on any terms satisfactory to Council.
- (2) The Council may delegate to a sub-Council or staff any of its powers and functions other than –
  - a) this power of delegation; or
  - b) a duty imposed on the Council by the Act or any other law.
- (3) The delegation must be in writing and may be subject to the conditions and limitations the Council considers appropriate.
- (4) The Council may, in writing, revoke wholly or in part the delegation.

### **➤ *Division 2 – Tenure of Office***

## **26. Eligibility of Council Members**

- (1) A Council Member must be a Member who is 18 years or over.
- (2) Intentionally deleted.
- (3) Council Members must be elected to the Council at an Annual General Meeting or appointed under clause 33 (6/16)

## **27. Nominations for election to Council**

- (1) A Member is not eligible for election to the Council unless the Returning Officer receives a written nomination for that Member by another Member not less than 63 days before the date of the next Annual General Meeting. **(19/04/2024)**
- (2) The nomination must be signed by:
  - (a) the nominator and a seconder; and
  - (b) the nominee to signify his or her willingness to stand for election.
- (3) A person who is eligible for election or re-election under this clause may:
  - (a) propose or second himself or herself for election or re-election; and
  - (b) vote for himself or herself.

## **28. Retirement of Council Members**

- (1) A Council Member holds office until the Annual General Meeting at the end of tenure in position unless the Member vacates the office under clause 31 or is removed under clause 32.

- (2) Subject to sub-clause (3), at an Annual General Meeting half of the Council becomes vacant and elections for a new Council must be held.
- (3) A Chairperson of the outgoing Council must preside at the Annual General Meeting until a new Member is elected as Chairperson.
- (4) Members may serve consecutive terms on the Council. **(5/18)**

## **29. Election by default**

- (1) If the number of persons nominated for election to the Council under clause 27 does not exceed the number of vacancies to be filled, the Chairperson must declare the persons to be duly elected as Members of the Council at the Annual General Meeting.
- (2) If vacancies remain on the Council after the declaration under sub-clause (1), additional nominations of Council Members may be accepted from the floor of the Annual General Meeting.
- (3) If the nominations from the floor do not exceed the number of remaining vacancies, the Chairperson must declare those persons to be duly elected as Members of the Council.
- (4) If the nominations from the floor are less than the number of remaining vacancies, the unfilled vacancies are taken to be casual vacancies and must be filled by the new Council in accordance with clause 33.

## **30. Election by ballot**

- (1) If the number of nominations exceeds the number of vacancies on the Council, ballots for those positions must be conducted.
- (2) The ballot must be conducted in a manner determined from time to time by resolution determined at any Annual General Meeting.
- (3) The Members chosen by ballot must be declared by the Chairperson to be duly elected as members of the Council.

## **31. Vacating office**

The office of a Council Member becomes vacant if –

- (a) the Member;
  - (i) is disqualified from being a Council Member under section 30 or 40 of the Act.
  - (ii) resigns by giving written notice to the Council.
  - (iii) dies or is rendered permanently incapable of performing the duties of office by mental or physical ill-health.

- (iv) ceases to be a resident of the Territory; or
  - (v) ceases to be a Member of the NACA.
- (b) the Member is absent from more than:
- (i) 3 consecutive Council meetings; or
  - (ii) 3 Council meetings in the same financial year without tendering an acceptable apology to the Secretary; a Councillor may miss more than 3 meetings with the consent of Council after tendering a valid and acceptable apology; of which meetings the Member received notice and the Council has resolved to declare the office vacant.

### **32. Removal of Council Member**

- (1) The NACA, through a special General Meeting of Members, may remove any Council Member before the Member's term of office ends.
- (2) If a vacancy arises through removal under sub-clause (1), an election must be held to fill the vacancy.

### **33. Filling casual vacancy on Council**

- (1) If a vacancy remains on the Council after the application of clause 29 or if the office of a Council Member becomes vacant under clause 31, the Council may appoint any Member of the NACA to fill that vacancy.
- (2) However, if the office of Public Officer becomes vacant, a person must be appointed under section 27 (6) of the Act to fill the vacancy.

#### **➤ Division 3 – Duties of Council Members**

### **34. Collective responsibility of Council**

- (1) As soon as practicable after being elected to the Council, each Council Member must become familiar with the Act and regulations made under the Act.
- (2) The Council is collectively responsible for ensuring the NACA complies with the Act and regulations made under the Act.
- (3) Council can take no disciplinary action against a Member or Affiliated body prior to seeking an explanation from the Member or Affiliated body concerned into the alleged breach of conduct according to the Constitution and Rules of the NACA.
  - (a) In the event of an appeal, a separate panel must be convened. This panel must not consist of NACA Councillors. This panel must be totally independent of the initial investigating Council.

- (b) The Council shall:
  - (i) manage and have the entire control of affairs of the NACA and of all matters affecting the Membership and the maintenance of the Registers.
  - (ii) but an explanation as to why a penalty should not be imposed will be sought from any Member who is charged with a breach of the Rules before any penalty is imposed.
- (4) All property, real or personal, owned by the NACA shall be vested in Council for the time being in office as Trustees for the NACA.
- (5) The Council shall have power to make, repeal, vary or add to any Rule, Regulations or Bylaws for the carrying, out of the Objects and Purposes, or any of them including power to make Rules or Regulations governing any matter referred to in the Constitution.
- (6) The Council shall have power to appoint Committees and sub-Committees to deal with any Object and purpose, matter or thing within the Constitution and to delegate to such Committee or sub-Committee, any of the functions and powers of Council relating thereto on any terms satisfactory to Council.
- (7) The President and Secretary shall, if they so desire, be ex-officio Members of all Committees and sub-Committees.
- (8) If at any time there should arise a declared State of Emergency, the Council shall have the power at its sole discretion to suspend Annual Meetings, Meetings or other activities of the NACA until the declared State of Emergency no longer exists. For such period or periods of suspension the management of the affairs of the NACA shall be vested absolutely in the Council in office at the time of suspension. All Members of the NACA at the date of any suspension of all activities of the NACA shall continue to be Members of the NACA, and all rights shall be reserved for them. All things done by and all acts of the Council during any period of suspension shall be deemed to be constitutional notwithstanding anything contained elsewhere in the Constitution and Rules of the NACA.

### **35. Chairperson and Vice-Chairperson**

- (1) Subject to sub-clauses (2) and (3), a Chairperson must preside at all General Meetings and Council meetings.
- (2) If the Chairperson is absent from a meeting, the Vice-Chairperson must preside at the meeting.
- (3) If the Chairperson and the Vice-Chairperson are both absent, the presiding Member for that meeting must be:
  - (a) a member elected by the other Members present if it is a General Meeting; or
  - (b) a Council Member elected by the other Council Members present if it is a Council meeting.



### **36. Secretary**

- (1) The Secretary must:
  - (a) coordinate the correspondence of the NACA.
  - (b) ensure minutes of all proceedings of General Meetings and of Council meetings are kept in accordance with section 38 of the Act.
  - (c) maintain the register of Members in accordance with section 34 of the Act.
  - (d) unless the Members resolve otherwise at a General Meeting – have custody of all books, documents, records and registers of the NACA, other than those required by clause 37 (5) to be in the custody of the Treasurer; and
  - (e) perform any other duties imposed by this Constitution on the Secretary.

### **37. Treasurer**

- (1) The Treasurer must;
  - (a) Ensure compliance with all NACA Rules and Procedures and all relevant Acts relating to financial matter. **(5/11)**
  - (b) Be responsible for the implementation and maintenance of all finance systems used by the NACA. **(5/11)**
  - (c) Oversee the NACA's financial management systems and procedures to ensure all financial transactions are recorded. **(5/11)**
  - (d) Provide a financial report to each meeting of Council. **(5/11)**
  - (e) Act as counter signatory on cheques (including any electronic transaction). **(5/11)**
  - (f) Assist with the preparation of annual financial statements. **(5/11)**
  - (g) Provide information to Auditor as required. **(5/11)**
  - (h) Present an annual financial report to the Annual General Meeting. **(5/11)**
  - (i) Have custody of all securities, books, and documents of a financial nature and account records of the NACA. **(5/11)**
  - (j) Ensure the President of the NACA or other Councillor as directed by Council is advised of all passwords and protocols required to access the financial records of the NACA. **(5/11)**
- (2) The Treasurer must ensure the accounting records of the NACA are kept in accordance with section 41 of the Act.
- (3) The Treasurer must coordinate the preparation of the NACA annual statement of accounts.

- (4) If directed to do so by the Chairperson, the Treasurer must submit to the Council a report, balance sheet or financial statement in accordance with that direction.
- (5) The Treasurer has custody of all securities, books and documents of a financial nature and accounting records of the NACA unless the Members resolve otherwise at a General Meeting.
- (6) The Treasurer must perform any other duties imposed by this Constitution on the Treasurer.

### **38. Public Officer**

- (1) The Public Officer must ensure that documents are filed with the Commissioner of Consumer Affairs in accordance with sections 23, 28 and 45 of the Act.
- (2) The Public Officer must keep a current copy of the Constitution of the NACA.

## ***PART 5 – MEETINGS OF COUNCIL***

### **39. Frequency and calling of meetings**

- (1) The Council must meet together for the conduct of business not less than 4 times in each financial year unless otherwise provided in the Schedule.
- (2) The Secretary shall call the meetings by notifying each Councillor and giving at least forty-eight hours' notice of such meeting.
- (3) The Chairperson, Vice-Chairperson, Secretary or any two Council Members, may at any time convene a special meeting of the Council.
- (4) A special meeting may be convened to deal with an appeal under clause 22.
- (5) Using technology to hold management Council meetings:
  - i. The management Council may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all management Council Members.
  - ii. The management Council Members' agreement may be a standing (ongoing) one.
  - iii. A management committee Council may only withdraw their consent within a reasonable period before the meeting.

### **40. Voting and Decision making**

- (1) Each Council Member present at the meeting has a deliberative vote.
- (2) A question arising at a Council meeting must be decided by a majority of votes.
- (3) If there is no majority, the person presiding at the meeting has a casting vote in addition to a deliberative vote.

#### **41. Quorum**

For a Council meeting, one-half of the Council Members plus one constitutes a quorum.  
(5/11)

#### **42. Procedure and order of business**

- (1) The procedure to be followed at a Council meeting must be determined from time to time by the Council.
- (2) The order of business may be determined by the Members present at the meeting.
- (3) Only the business for which the meeting is convened may be considered at a special meeting.

#### **43. Disclosure of interest**

- (1) A Council Member who has a direct or indirect pecuniary interest in a contract, or proposed contract, with the NACA must disclose the nature and extent of the interest to the Council in accordance with section 31 of the Act.
- (2) The Secretary must record the disclosure in the minutes of the meeting.
- (3) The Chairperson must ensure a Council Member who has a direct or indirect pecuniary interest in a contract, or proposed contract, complies with section 32 of the Act.

### ***PART 6 – GENERAL MEETINGS***

#### **44. Convening General Meetings**

- (1) The NACA must hold its first Annual General Meeting within 18 months after its incorporation.
- (2) The NACA must hold all subsequent Annual General Meetings within 5 months after the end of the NACA financial year.
- (3) The Council:
  - (a) may at any time convene a Special General Meeting.
  - (b) must, within 30 days after the Secretary receives a notice under clause 22 (1), convene a special General Meeting to deal with the appeal to which the notice relates; and must
  - (c) within 30 days after it receives a request under clause 45 (1), convene a special General Meeting for the purpose specified in that request.

#### **45. Special General Meetings**

- (1) Twenty (20) Members may make a written request to the Council for a Special General Meeting.

- (2) The request must:
  - (a) state the purpose of the Special General Meeting; and
  - (b) be signed by the Members making the request.
- (3) If the Council fails to convene a Special General Meeting within the time-allowed;
  - (a) for clause 44 (3) (b) – the appeal against the decision of the Council is upheld; and
  - (b) for clause 44 (3) (c) – the Members who made the request may convene a Special General Meeting as if they were the Council.
- (4) If a Special General Meeting is convened under sub-clause (3) (b), the NACA must meet any reasonable expenses of convening and holding the Special General Meeting.
- (5) The Secretary must give to all Members not less than 21 days' notice of a Special General Meeting.
- (6) The notice must specify –
  - (a) when and where the meeting is to be held; and
  - (b) the particulars of and the order in which business is to be transacted.

#### **46. Annual General Meeting**

- (1) The Secretary must give to all Members not less than 21 days' notice of an Annual General Meeting unless otherwise provided in the Schedule. **(5/18)**
- (2) The Notice must specify;
  - (a) when and where the meeting is to be held: and
  - (b) the particulars of and the order in which business is to be transacted.
- (3) The order of business for each Annual General Meeting is as follows;
  - (a) first - the consideration of the accounts and reports of the Council.
  - (b) Second - the election of new Council Members.
  - (c) Third - any other business requiring consideration by the NACA at the meeting.

#### **47. Special resolutions**

- (1) A special resolution may be moved at any General Meeting of the NACA.
- (2) The Secretary must give all Members not less than 21 days' notice of the meeting at which a special resolution is to be proposed unless otherwise provided in the schedule.
- (3) The notice must include the resolution to be proposed and the intention to propose the resolution as a special resolution.

#### **48. Notice of meetings**

The Secretary must give a notice under this Part by advertising it in the newspaper circulating in the Northern Territory and or the Associations Official Publications. **(5/18)**

#### **49. Quorum at General Meetings**

At a General Meeting, fifteen (15) Members present in person or by electronic attendance (by way of live two-way audio or video) constitute a quorum. **(09/19)**

#### **50. Lack of quorum**

- (1) If within 30 minutes after the time specified in the notice for the holding of a General Meeting a quorum is not present:
  - (a) for an Annual General Meeting or Special General Meeting convened under clause 44 (3) (a) – the meeting stands adjourned to the same time on the same day in the following week and to the same place.
  - (b) for a meeting convened under clause 44 (3) (b) – the Members who are present in person or by proxy may proceed with hearing the appeal for which the meeting is convened; or
  - (c) for a meeting convened under clause 44 (3) (c) the meeting lapses.
- (2) If within 30 minutes after the time appointed by sub-clause (1) (a) for the resumption of an adjourned General Meeting a quorum is not present; the Members who are present in person may proceed with the business of that General Meeting as if a quorum were present.
- (3) A Chairperson may, with the consent of a General Meeting at which a quorum is present, and must, if directed by the Members at the meeting, adjourn that General Meeting from time to time and from place to place.
- (4) There must not be transacted at an adjourned General Meeting any business other than business left unfinished or on the agenda at the time when the General Meeting was adjourned.
- (5) If a General Meeting is adjourned for a period of 30 days or more, the Secretary must give notice of the adjourned General Meeting as if that General Meeting were a fresh General Meeting.

#### **51. Voting**

- (1) Subject to clauses 14 (2) and 18, each Member present in person or by electronic attendance (by way of live two-way audio or video) at a General Meeting is entitled to a deliberative vote. Electronic attendance is only permitted for remote Members residing outside of a 200-kilometer radius of the Annual General Meeting (AGM) **(09/19)**

- (2) At a General Meeting:
  - (a) an ordinary resolution put to the vote is decided by a majority of votes made in person.
  - (b) a special resolution put to the vote is passed if three-quarters of the Members who are present in person vote in favour of the resolution.
- (3) A poll may be demanded by the Chairperson or by 3 or more Members present in person.
- (4) If demanded, a poll must be taken immediately and in the manner the Chairperson directs.

## **52. Proxies**

A Member may appoint in writing another member to be the proxy of the appointing member to attend and vote on behalf of the appointing Member at any General Meeting. **(09/19)**

## **PART 7 – FINANCIAL MANAGEMENT**

### **53. Financial year**

The financial year of the NACA is the period of 12 months ending on 31<sup>st</sup> December.

### **54. Funds and accounts**

- (1) The NACA must open an account with a financial institution from which all expenditure of the NACA is made and into which all of the NACA revenue is deposited.
- (2) Subject to any restrictions imposed by the NACA at a General Meeting, the Council may approve expenditure on behalf of the NACA within the limits of the budget.
- (3) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 Council Members.
- (4) All funds of the NACA must be deposited into the financial account of the NACA no later than 5 working days after receipt or as soon as practicable after that day.
- (5) With the approval of the Council, the Treasurer may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction.

## **55. Accounts and audits**

The responsibility of the Council under clause 34 (2) for ensuring compliance with the Act includes meeting the requirements of Part 5 of the Act and regulations made for that Part relating to:

- (a) the keeping of accounting records.
- (b) the preparation and presentation of the NACA annual statement of accounts; and
- (c) the auditing of the NACA accounts.

## **PART 8 – GRIEVANCE AND DISPUTES**

### **56. Grievance and disputes procedures**

- (1) This clause applies to disputes between:
  - (a) a Member and another Member; or
  - (b) a Member and the Council.
- (2) Within 14 days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.
- (3) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days after the meeting, hold another meeting in the presence of a mediator.
- (4) The mediator must be:
  - (a) a person chosen by agreement between the parties; or
  - (b) in the absence of agreement:
    - (i) for a dispute between a Member and another Member – a person appointed by the Council; or
    - (ii) for a dispute between a Member and the Council – a person who is a mediator appointed or employed by the department administering the Act.
- (5) A Member of the NACA can be a mediator.
- (6) The mediator cannot be a party to the dispute.
- (7) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

- (8) The mediator, in conducting the mediation, must:
  - a) give the parties to the mediation process every opportunity to be heard.
  - b) allow due consideration by all parties of any written statement submitted by any party; and
  - c) ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- (9) The mediator must not determine the dispute.
- (10) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **PART 9 – MISCELLANEOUS**

### **57. Common seal**

- (1) The common seal of the NACA must not be used without the express authority of the Council and every use of that common seal must be recorded by the Secretary.
- (2) The affixing of the common seal of the NACA must be witnessed by any two (2) of the following:
  - (a) The Chairperson.
  - (b) The Secretary.
  - (c) The Treasurer.
- (3) The common seal of the NACA must be kept in the custody of the Secretary or another person the Council from time to time decides.

### **58. Distribution of surplus assets on windingup**

- (1) If on the winding up or dissolution of the NACA, and after satisfaction of all its debts and liabilities, there remain any assets, the assets must not be distributed to the Members or former Members.
- (2) The surplus assets must be given or transferred to another ANKC Affiliated Controlling Body incorporated under the Act that –
  - (a) has similar Objects and Purposes;
  - (b) is not carried on for profit or gain to its individual Members; and
  - (c) is determined by resolution of the Members.
- (3) Should the NACA for any reason whatsoever cease to function, all funds and property shall be handed to the ANKC or other State Control and to be held in trust until such time as the NT Controlling Body is re-affiliated with the ANKC wherein then all monies and property will be handed to the new NT Controlling Body