

# **The Tasmanian Canine Association Inc**

## **Constitution**

The name of the organisation is the Tasmanian Canine Association Inc and in this Constitution the organisation is referred to as 'the TCA Inc' or 'Company'. The office of the organisation shall be at such place as the Council may determine.

In this Constitution, words importing the singular or plural number include the plural and singular number respectively and words of any gender shall include either gender and where the Regulations of the TCA Inc are written, it refers to the Rules made under those Regulations and, where more than one person accepts liability under the terms hereof or under the Regulations of the TCA Inc hereof, such conditions shall be jointly or severally.

### **1. OBJECTS OF THE ASSOCIATION**

The objects of the Tasmanian Canine Association Inc shall be:

**1.1** To encourage and promote in every way and raise the standard of the recreation and sport, the standard of breeding, exhibition, training and trialling of pure bred dogs and to educate the membership of the TCA Inc and the general public in relation to all aspects of dogs including those not eligible to be entered on the purebred register.

**1.2** Mindful of the laws of natural justice and common law, to draw up and provide Regulations:

**1.2.1** Under which the council may grant permission to conduct championship shows, open shows and/ or parades, field and/or retrieving and/or obedience and/or tracking and/or agility trials and/or herding trials.

**1.2.2** for the allocation of show and/or parade and/or trial dates.

**1.2.3** for the regulation and control of all such shows, parades and trials.

**1.2.4** For any purpose connected with the objects of the TCA Inc.

**1.2.5** To have power to disqualify, suspend, declare ineligible to compete, to fine and/or impose any other such penalty for infringement of this Constitution, the Regulations of the TCA Inc, subject to Sub-Clause 1.23.

**1.3** To prescribe a Code of Ethics of Responsible Dog Ownership and any codes of practice, adopted by the Association at any time, including the keeping, welfare, breeding, selling and disposal of dogs by its members and to alter or add to the same from time to time as the Council may determine and to make Regulations relating to the said Code of Ethics, including disciplinary Regulations for breach of the Code.

**1.4** To protect the interests of members at all times, including whilst at championship and open shows, parades and all trials.

### **1.5 Registers**

**1.5.1** To keep and maintain a canine register of purebred dogs born in Tasmania and of dogs which are imported into Tasmania which are registered on a purebred canine register recognised as such by the TCA Inc. Council and the ownership thereof.

- 1.5.2** To keep and maintain an associate register of dogs, ineligible for registration on the main or limited register and the owners of these dogs, which the TCA Inc Council in its sole discretion considers eligible to compete in an obedience trial, tracking trial, agility trial, herding trial or other sanctioned event that is conducted as a recognised exhibition.
- 1.5.3** To keep and maintain an sporting register of dogs that are registered with a Working Sheepdog Association or kindred body and are ineligible for registration on the main, limited or associate registers, and the owners of these dogs and which the TCA Inc Council in its sole discretion considers eligible to compete in an obedience trial, tracking trial, agility trial, herding trial or other sanctioned event that is conducted as a recognised exhibition.
- 1.5.4** To keep and maintain a register of breeders' prefixes
- 1.5.5** To make Regulations for the registers and registrations.
- 1.6** To compile and publish stud books.
- 1.7** To draw up Regulations for affiliation of kindred bodies and to grant or withhold or suspend affiliation, in accordance with the Regulations of the TCA Inc.
- 1.8** To either give or contribute towards prizes, medals and awards in connection with championship/open shows and/or parades of dogs, all trials, competitions and/or matches and to promote and support displays and entertainments
- 1.9** To afford means of reference for the amicable settlement of disputes or complaints (of all kinds) between affiliated clubs and the members, which may be submitted to the Council for investigation or decision and prevent where possible, any illegal and dishonest practices associated with dogs and canine exhibitions.
- 1.10** To purchase, lease, hire, obtain or acquire any property, whether real or personal, that may be necessary or desirable for the carrying out or furtherance of any of the objects of the TCA Inc and to mortgage, charge, encumber, lease or otherwise deal with any property in such manner and on such terms as the TCA Inc may determine.
- 1.11** To invest such funds of the TCA Inc, not immediately required, in such manner as the Council may determine.
- 1.12** To employ secretaries, clerks, managers or any other personnel and to pay to them, in return for services rendered to the TCA Inc, salaries, wages and gratuities.
- 1.13** To subscribe to and become associated or affiliated with any other body whose objects are kindred to the objects of the TCA Inc.
- 1.14** To legislate, to make Regulations and to issue special instructions and to do all other acts, matters and things as may be necessary or expedient to promote all or any of the objects of the TCA Inc or matters incidental thereto.
- 1.15** To have the power to make, repeal, suspend, vary or add to the Constitution, Regulations, or any part thereof, for the carrying out of the objects of the TCA Inc, or any of

them, including the power to make Regulations governing any matter referred to in this Constitution as subject to or governed by any Regulations.

**1.16** To levy fees for membership, affiliation, registrations of dogs and prefixes, transfer of ownership certificates, pedigrees, books of Constitution, Regulations and or for any other purpose which is desirable to carry out the objects of TCA Inc.

**1.17** To approve titles, issue certificates and to make Regulations therefore.

**1.18** To hear appeals against disqualification or suspensions, imposed by an affiliated body, from exhibitors or members, from owners of dogs who are themselves or whose dogs have been disqualified or suspended by an affiliated body, and to either endorse, quash or vary such disqualification or suspension.

**1.19** To appoint committees and/or sub-committees, with the power to co-opt, and to delegate such powers to such committees and sub-committees as are necessary or considered expedient for the carrying out of the objects of the TCA Inc, pursuant to this Constitution, the Regulations.

**1.20** To deal with applications received from an affiliated body for permission to 'wind up' and, in the event of such application being granted, to receive any records, money and/or property upon such body being wound up and to hold the same in trust for a period of at least seven (7) years. After the expiration of that time, monies and/or properties may be used by the TCA Inc for the furtherance of canine affairs in Tasmania in such manner as the Council deems fit. In the event of any affiliated body becoming defunct, to receive any records money and/or property of such body and to deal with the same in the same manner as if the body had been wound up.

**1.21** To compile and maintain an approved panel of judges for canine competitions.

**1.22** Without limiting the generality thereof, to do all things as are conducive or incidental to the promotion of the objects of the TCA Inc.

**1.23** Notwithstanding herein before or hereinafter stated, the Council of the TCA Inc may, in its absolute discretion, suspend the Regulations or any part thereof.

## **2. MEMBERSHIP**

**2.1** Where in this Constitution, Regulations made under the Regulations, there is reference to 'member' or 'membership', that reference shall be construed to be a reference to an ordinary member or membership (or pensioner or secondary member) respectively, unless the context indicates otherwise.

## **3. CATEGORIES OF MEMBERSHIP**

Subject to the Constitution, the categories of membership shall be as follows:

**3.1** Ordinary membership

**3.2** Associate membership

**3.3** Junior membership

**3.4** Pensioner membership

**3.5** Secondary membership

**3.6** Interim membership

**3.7** Life membership

**4.** A right, privilege or obligation of a person by virtue of their membership of the Association:

**4.1** Is not capable of being transferred or transmitted to another person or

**4.2** Terminates upon the cessation of their membership, whether by death, resignation or otherwise.

## **5. ORDINARY MEMBERSHIP:**

**5.1** Subject to this Constitution, ordinary membership shall be open to any adult but shall not be open to a partnership or syndicate or body of persons or unincorporated association. Ordinary membership shall carry with it all the rights and privileges of membership of the TCA Inc, including the right to form partnerships or syndicates.

**5.2** Where a number of ordinary members form partnerships or syndicates for the purpose of breeding, leasing, transferring, exhibiting or such other canine activity, they must lodge duly completed authorities for approval by the TCA Inc together with the current prescribed fee.

**5.3** Subject to this Constitution, associate membership shall be open to any person but shall not be open to a partnership or body of persons or an unincorporated association and shall carry with it only the privileges of eligibility to serve on any committee appointed by or under the auspices of the TCA Inc and to apply to be placed on the stewards panel and no other rights and privileges of whatever nature.

**5.4** Junior membership shall be open to any person seven (7) years and under eighteen (18) years of age, where at least one (1) parent or guardian is an ordinary member and such membership shall carry with it the right of the person to own and exhibit dogs steward and be a member of any Junior Kennel Club and no other rights and privileges of whatever nature or kind.

**5.5** Syndicates shall be open only to members of the TCA Inc and shall carry only the rights for the syndicate to register ownership of and exhibit any dog or dogs under its name and no other rights or privileges of whatever nature or kind.

**5.6** A Junior may be a member of a syndicate/partnership provided there is at least one (1) ordinary member in such syndicate/partnership.

**5.7** Where a syndicate or partnership commits a breach of the Regulations, the members of such syndicate or partnership shall be dealt with individually and, where a member of such syndicate or partnership is found to have not breached the Regulations, they may continue to enjoy the privilege of ordinary membership even though they lose privileges as a member of a syndicate or partnership.

**5.8** Any person, subject to Clause 6, shall be eligible to be submitted for election as a member of the TCA Inc on payment of the sum set out in the current scale of charges.

**5.9** Application for membership shall be on such form or in such manner as may from time to time be prescribed by the Council.

**5.10** The name of every person applying for membership shall be submitted to the Council for confirmation of such membership, or otherwise, but any three (3) members of the Council may

demand a ballot and, if such ballot is held, one adverse vote in three shall exclude such person from membership and their membership subscription shall be refunded.

**5.11** The Council shall have power to refuse confirmation of membership at any time.

**5.12** On election, the applicant shall become possessed of the rights and privileges of membership for a twelve month period, until the end of the month in which they joined the Association, provided they shall not receive the rights and privileges specifically set out for financial members, at any time whilst their membership subscription is due and unpaid (subject to Clause 6).

**5.13** The privileges of membership shall include:

**5.13.1** The right to be appointed or elected to the Council of the TCA Inc subject to Clause 10.

**5.13.2** The right to attend the Annual General Meeting of the TCA Inc.

**5.13.4** The right to register such dogs in the Main or Limited Register as are bred, purchased or leased by them, at the fee set out in the current scale of charges.

**5.13.4** All member subscriptions shall become due and payable on the last day of the month in which the anniversary of the members admission to the TCA Inc falls and that member has been duly confirmed by Council pursuant to Clause 5.10 and a member ceases to be a member if the annual membership fee prescribed by Council has not been paid within 30 days of that date.

**5.13.5** No person, resident in Tasmania, shall register a dog with the TCA Inc for breeding and/or exhibition unless they are a current financial member of the TCA Inc.

## **5A. INTERIM MEMBERSHIP**

**5A.1** A natural person who is not a member of TCA Inc. may apply for interim membership.

**5A.2** Interim membership shall be for a period of four months from the date of application.

**5A.3** The TCA Inc's Executive Officer shall have the power to approve an application for interim membership on payment of the fee determined from time to time by the Council of TCA Inc.

**5A.4** A person who is admitted as an interim member shall have the right to enter TCA Inc. sanctioned events.

**5A.5** Interim membership shall confer no other rights.

**5A.6** Admission as an interim member will not automatically confer the right of ordinary membership if the interim member subsequently applies for ordinary membership.

**5A.7** If the interim member applies for ordinary membership during the term of interim membership, the TCA Inc. the usual Joining Fee will be waived.

**5A.8** A person may be admitted as an interim member only once and the period of interim membership cannot be extended.'

## **6. LIFE MEMBERSHIP:**

**6.1** The Council may recommend the awarding of Life Membership in accordance with the following:

**6.1.1** Life Membership will only be granted to any person who has rendered outstanding service to the TCA Inc over a period of at least fifteen (15) years.

**6.1.2** Nomination for Life Membership must be received no later than 31 December in each year.

**6.1.3** Granting of Life Membership shall be by way of notice of motion for the Annual General Meeting of the TCA Inc.

**6.1.4** Clause 6.1.1 shall not be varied, repealed, or amended save at a meeting of the Council, convened on that behalf, and carried by a majority of two-thirds of the members of the Council, present and voting.

**6.1.5** Life Members shall enjoy all privileges and benefits of ordinary members of the Association but shall not be liable to pay the Annual Membership subscription.

## **7. MEMBERS OF INTERSTATE CONTROLS:**

**7.1** Should a person be disqualified, suspended or declared ineligible to compete by any member body of the Australian National Kennel Council i.e. Royal New South Wales Canine Council Ltd.; Victorian Canine Association Inc, Canine Control Council (Queensland), South Australian Canine Association Inc, Canine Association of Western Australia Inc, Canberra Kennel Association Inc, North Australian Canine Association Inc, then such person shall not be eligible to compete or take part in any exhibition, held under the Regulations of the Tasmanian Canine Association Inc nor obtain any of the rights and privileges herein provided for members of the Tasmanian Canine Association Inc.

## **8. ANNUAL GENERAL MEETING:**

**8.1** One (1) Annual General Meeting of members of the TCA Inc shall be held not later than the last day of March in each year. Such General Meeting shall be held alternatively in Hobart and Launceston commencing in the year 2000 with the meeting being held in Launceston and that the meeting shall be convened on a Saturday, Sunday or a public holiday. The date for the Annual General Meeting shall be set two (2) years in advance. Twenty (20) members shall form a quorum.

**8.2** A notice summoning such Annual General Meeting of members of the TCA Inc shall be by notice in the 'TCA Inc December/January Gazette' and/or press.

**8.3** Notice of business for discussion at this meeting must be lodged, in writing with the Executive Officer, no later than the 31 December each year and will be published in the TCA Inc February/March Gazette

**8.4** If within thirty (30) minutes after the appointed time for the commencement of the Annual General Meeting, a quorum is not present the meeting shall stand adjourned to the same day in the next week, at the same time and the same place and if, at the

Adjourned meeting, a quorum is not present within thirty (30) minutes after the time appointed for the commencement of the meeting, the meeting shall be dissolved.

**8.5** The Executive Officer shall have available at the Annual General Meeting of members the audited Financial Report and President's Report and adequate time shall be allowed for the members present to read such reports prior to those reports being put to the vote.

**8.6** At the Annual General Meeting of the TCA Inc the membership shall appoint the auditor.

**8.7** The financial year shall be the period from the 1<sup>st</sup> January to the 31<sup>st</sup> December in any year.

## **9. SPECIAL GENERAL MEETING:**

**9.1** A Special General Meeting of members of the TCA Inc may be summoned by the Council or upon requisition or petition of 10% of the financial members. Such Special General Meeting shall be approved by the Council which shall set the date and time on which the said meeting will be held. The summons shall be as defined in Clause 8.2.

**9.2** A requisition or petition for a Special General Meeting shall state the objects of the meeting and shall be signed by the requisitioners or petitioners and lodged at the office of the Association and may consist of several documents in the like form, each signed by one or more of the requisitioners or petitioners. The requisition or petition must be dated and indicate the name and address of the lead requisitioner or petitioner. All communications relating to the requisition or petition shall be directed to the lead requisitioner or petitioner. The requisition or petition must be submitted within three (3) months of the date indicated on the petition.

**9.3** The Council will determine a date for the Special General Meeting within 21 days of receipt of the requisition or petition and the Meeting must be held within 60 days of receipt of the requisition or petition. If the Council does not cause the Special General Meeting to be held within sixty (60) days from the date on which a requisition or petition is lodged at the office of the Association the requisitioners or petitioners, or any of them, may convene the meeting but any meeting so convened shall not be held after four (4) months from the date of the lodgment of the requisition or petition.

**9.4** A Special General Meeting convened by requisitioners or petitioners pursuant to these Rules shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Council and all reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring them.

**9.5** If, within thirty (30) minutes after the appointed time for the commencement of the special general meeting, a quorum is not present the meeting, if convened upon the requisition or petition of members, shall be dissolved.

**9.6** At Special General Meetings, the President, Vice Presidents, or a Councillor shall Chair the Meeting or, in their absence, a member from amongst those present maybe elected to chair such meetings.

**9.7** At Special General Meetings no business shall be considered or discussed other than that of which notice has been given, in accordance with clause 8.2, or any other matter which, in the opinion of the Chairman of the meeting, shall arise out of such business.

**9.8** At all Special General Meetings, when a question of order or practice arises, the ruling of the Chairman of the meeting shall be final.

## **10. COMPOSITION OF THE COUNCIL**

**10.1** There shall be a governing Council composed of twelve (12) Councillors, herein after called the 'Council', the members of which shall be elected for a three year term. Each year the term of four (4) Councillors will expire on a rotational basis and an election held in accordance with Clause 15.

**10.1.1** Retiring Councillors are eligible to be re-nominated, subject to the Constitution of the TCA Inc.

**10.1.2** Eligible financial members of the TCA Inc may nominate and vote for any candidate for election to Council subject to compliance with the Constitution of the TCA Inc.

**10.2** The Executive of the governing council shall consist of the President (subject to Clause 18), 2 Vice Presidents (subject clause 19) and the Honorable Treasurer (subject clause 20) as elected by the Council of the Tasmanian Canine Association Inc.

**10.2.1** The President shall exercise general supervision over all affairs of the Association. He/she shall have the right ex officio to attend any or all of the Association's sub committee meetings.

**10.2.2** The Vice President/s shall assist the President and in the absence of the President may be appointed to officiate as President.

**10.2.3** The Executive shall have such other powers as are delegated by the Council of the Tasmanian Canine Association Inc; it shall not commit the Association to any major financial expenditure or legal liability without agreement of Council.

**10.2.4** The Executive shall report all its actions to the next governing Council meeting.

**10.2.5** The quorum for all Executive Meetings shall be 3 of the 4 Executive members.

**10.3** The Council shall control and manage the business affairs of the TCA Inc and may exercise and perform all the affairs of the TCA Inc. and has the power to do anything that appears to the Council to be essential to the proper management of the business and affairs of the TCA Inc.

## **11. ELECTION OF COUNCILLORS:**

**11.1** The election of Councillors shall be by ballot, and not less than twenty-eight (28) clear day's notice of election shall be given as prescribed in clause 8.2 hereof for General Meetings.

**11.2** In respect of each election of Councillors, the Council shall appoint a Returning Officer to conduct the election.

**11.3** At the conclusion of the electoral process, the Returning Officer shall make a Declaration of the result of the poll and this declaration shall be final.

**11.4** Nominations for election as a Councillor shall be made on a form approved by the Council and shall be submitted to the Returning Officer by the time specified in the notice of election.

**11.5** Nomination forms must be placed in a sealed envelope marked "Nomination form" and the Returning Officer shall retain all such envelopes unopened until the time specified for nominations to close.

**11.6** Immediately after the closing time for nominations, the Returning Officer shall publicly open the sealed envelopes and check that the nominations are valid.

**11.7** As soon as practicable after that time, the Returning Officer shall announce the valid nominations and if a ballot is necessary, conduct a draw for positions on the ballot paper.

## **12. ELIGIBILITY TO NOMINATE FOR ELECTION:**

No person shall be eligible for election or appointment or be elected or appointed pursuant to this Clause unless the person at the time of closing of nominations:

**12.1** Is an ordinary financial member of the TCA Inc and at least eighteen (18) years of age.

**12.2** Has been a financial member of the TCA Inc, or an ANKC affiliated body, for a continuous period of at least five (5) years up to and including the closing date for nominations.

**12.3** Has served as a member of the Council of the TCA Inc. or of an ANKC affiliated body, defined in Clause 7, or has held an executive position on a body affiliated with the TCA Inc. or with a body affiliated with a member body of the ANKC for a period or periods in total of not less than two (2) years or has held an executive position on the committee of a body, incorporated under the Incorporations Act, for a period or periods in total of not less than two (2) years, in addition to having held an executive position on a body affiliated with the TCA Inc. or with a body affiliated with a member body of the ANKC for a period or periods in total of not less than one (1) year.

**12.4** Executive positions are those of President, Vice-President, Treasurer and Secretary

**12.5** Subject to Clause 16.3, the term of an elected Councillor shall be three (3) years, commencing on 1st February in the year of election.

### **13. ELIGIBILITY TO VOTE:**

**13.1** Those ordinary members eligible to vote at an election for Councillors must be a current financial member as at the close date designated by Council for such election and have been so for the previous six (6) months.

**13.2** In this Constitution, unless the context indicates to the contrary, 'financial member' in relation to a period of time means an ordinary, secondary or pensioner member at least eighteen (18) years of age who has paid the fee prescribed for membership of the TCA Inc for the period for which such fee has been prescribed or is a Life Member and the member shall be a resident in the state of Tasmania.

### **14. METHOD OF VOTING**

**14.1** Subject to this Clause, Council may prescribe Rules for or relating to elections and may determine:

**14.1.1** The manner in which and the means by which votes may be cast and counted.

**14.1.2** Any other issue, matter or thing relating to the elections or the conduct or management of elections.

### **15. ELECTION OF COUNCILLORS:**

**15.1** An eligible financial member of the TCA Inc may cast a vote for not more than the number of candidates to be elected. The number of candidates to be elected, who receive the highest number of votes shall be elected to the vacant positions. In the event of a tied vote for the last position the names of those candidates who receive the identical number of votes in the tie shall be subject to a simple draw and the winner of the draw shall be duly declared elected as a Councillor.

**15.2** Completed ballot-papers and postal vote certificates are to be returned to the Returning officer or the Executive Officer by 4 p.m. on the date nominated. Postal votes, unopened, shall be handed to scrutineers officiating at the poll.

**15.3** The Council shall appoint three (3) scrutineers, one of whom shall be a Councillor and two (2) ordinary members entitled to vote.

**15.4** Any Councillors, the term of whom expires on 31st January (retirement date) in a year shall be deemed to continue in office and shall continue to exercise all the rights and powers of a Councillor and shall be subject to the duties of a Councillor until either the 27th February immediately following the retirement date or until the conclusion of the first meeting of the Council held after the retirement date, whichever occurs first.

**15.5** Where the term of a Councillor commences on 1st February (the commencement date) in a year the right of that Councillor to exercise any of the rights and powers of a

Councillor and the duties of the Councillor as such shall be suspended either until 28th February immediately following the commencement date or until the conclusion of the first meeting of the Council held after the commencement date, whichever occurs first.

**15.6** Clauses 16.1 and 16.3.8 shall not apply to the office of a Councillor during or in respect of any period during which the Councillor is deemed to continue in office by virtue of Sub-Clause 15.4.

**15.7** Clauses 16.1 and 16.3.8 shall apply to the office of a Councillor the rights and powers and duties of whom are suspended by virtue of Sub-Clause 15.5 of this Clause provided that the rights, powers and duties of any person appointed by the Council under those Clauses to that office during that period shall be suspended for the period provided by Sub-Clause 15.5.

## **16. OFFICE OF COUNCILLOR BECOMING VACANT:**

If at any time insufficient persons are nominated for election at the annual elections, Council may fill the vacant seat only by holding a by-election.

**16.1** Where a by-election is held as in 16.4 a notice shall be published in the press and/or by notice in the 'Gazette' not less than twenty-eight (28) days clear of Council's Special Meeting or the 31st day of March immediately following the annual election of Councillors which ever occurs first and eligibility to be nominated in accordance with Clauses 12.1 to 12.5.

**16.2** Any Councillor the term of whom expires on 31st January (retirement date) in a year shall retire as in Clause 15.4.

**16.3** If at any time a person appointed or elected as a Councillor:

**16.3.1** Dies;

**16.3.2** Resigns

**16.3.3** Becomes bankrupt or enters into a scheme of arrangement whether formal or informal, or deed of assignment with is or her creditors

**16.3.4** Becomes incapable of properly managing their property or affairs by reason of mental disease, disorder or incapacity

**16.3.5** Does an act or makes an omission which constitutes a serious breach of this Constitution or any rule or Regulations (including the Code of Ethics) made under this Constitution

**16.3.6** Ceases to hold or, at the time of election, did not hold the qualifications prescribed in Clause 12, then the office of the Councillor shall become vacant.

**16.3.7** The appointment of a person to take the office of Councillor the office of whom has become vacant or the term of office of whom has expired, shall be made as soon as possible after the office has become vacant or the term expired as the case may be subject to Clause 16.3.9.

**16.3.8** The appointment of a Councillor may be made prior to the date on which the office of a Councillor has become vacant either by the efflux ion of

time or otherwise but the appointment shall not take effect until the office has become vacant.

**16.3.9** If the office of a person, elected as a Councillor, shall become vacant other than as a result of the efflux ion of the term for which they were elected the Council may appoint a person to the office of that Councillor for the unexpired part of the term of that Councillor. Upon such appointment being made, the person so appointed shall be deemed to be an elected Councillor within the meaning and for the purpose of Clause 10.

**16.4** If at any time insufficient persons are nominated for election at the normal annual elections Council may fill the vacant seat only by holding a by-election.

**16.4.1** Shall be published in the press and by notice in the 'Gazette', not less than twenty-eight (28) days clear of the Council Special Meeting or the 31st day of March immediately following the normal annual election of Councillors which ever occurs first.

**16.4.2** Eligibility to nominate is in accordance with Clauses 12.1 to 12.5.

**16.4.3** Any Councillor the term of whom expires on 31st January (retirement date) in a year shall retire as in Clause 15.4.

**16.4.4** Where a position on Council becomes vacant and there is less than three (3) months to serve until the next election the position is not to be filled and the quorum adjusted accordingly.

Where a position on Council becomes vacant and there is where more than three (3) months and twelve (12) months or less to serve then Council shall appoint a member to Council until the next annual election

At the next annual election the vacant position is to be filled per the normal election

## **17. LEAVE OF ABSENCE:**

**17.1** Notwithstanding any other Clause in this Constitution Council may, at any time and from time to time, grant to a member of the Council leave of absence for such period or periods of time as the Council may determine.

**17.2** During any period of time that a Councillor is granted leave of absence by the Council, they shall be relieved of any and all duties that would otherwise be required to be performed as a Councillor and without the loss of generality including attendance at meetings of the Council.

**17.3** For the duration of any period of time for which the Council grants leave of absence to a Councillor, the office of that Councillor shall be deemed to have become vacant and Council may exercise the powers confirmed to it under Sub-Clause 16.3.9, in respect of the period of leave of absence or any part of such period as the Council may determine.

**17.4** A member of any committee or sub-committee who is party to any dispute or action against a TCA Inc affiliate or member of the TCA Inc shall, immediately upon becoming aware of his or her involvement in such dispute or action, stand down from any committee or sub-committee of which he or she is a member.

**17.5** Any Councillor who is aware that he/she will be unable to attend two (2) or more consecutive meetings of the Council shall be required to make application to the Council for leave of absence, in accordance with Clause 17.1 of this Constitution.

**17.6** A Councillor who is absent from four (4) or more meetings of the Council within a period of twelve (12) months from the Annual General Meeting of the T.C.A. Inc in one year to the Annual General Meeting of the T.C.A. Inc in the following year shall be required to tender his/her resignation except where it can be shown without a doubt that the Councillor was required to perform his normal employment he shall be asked to show reason why he should not be required to resign.

## **18. THE PRESIDENT:**

**18.1** From 1st February 1995, the President shall be elected by the Council from its members, for a term of twelve (12) months, commencing on such date as the Council determines.

**18.2** A Councillor may be elected to the position of President but may not serve more than six (6) consecutive terms.

**18.3** If at any time the President:

**18.3.1** Dies;

**18.3.2** Resigns

**18.3.3** Becomes bankrupt or enters into a scheme of arrangement, whether formal or informal, or deed of assignment with his or her creditors

**18.3.4** Becomes incapable of properly managing his or her property or affairs by reason of mental disease, disorder or incapacity

**18.3.5** Does an act or makes an omission which constitutes a serious breach of this Constitution or any Regulations (including the Code of Ethics) made under this Constitution.

**18.4** The office of President shall become vacant upon the death, resignation, bankruptcy or, in any other case, upon the date as the Council may determine.

**18.5** If the office of President becomes vacant, otherwise than by the efflux ion of the term for which the President was appointed, the Council may appoint one of its members to be President for the unexpired part of the term.

## **19. VICE-PRESIDENTS:**

**19.1** At a Special Meeting of the Council, there shall be elected from its members two (2) Vice-Presidents, for the term of twelve (12) months, commencing on the date determined by the Council.

## **20. HONORARY TREASURER:**

**20.1** At a Special Meeting of the Council, there shall be elected from its members an honorary treasurer for a period of twelve (12) months, commencing on the date determined by the Council.

## **21. THE EXECUTIVE OFFICER:**

**21.1** The Executive Officer shall be appointed by the Council.

**21.2** The Executive Officer shall have power to delegate any duties or functions herein to a deputy and shall have power to appoint representatives, within the respective zones, as may from time to time be deemed necessary, subject to the approval of the Council.

**21.3** It shall be the duty of the Executive Officer to keep all books and accounts of the TCA Inc and the Executive Officer or an appointed deputy shall attend all meetings of the Council and all General Meetings and any other meetings at which his/her presence may be required and to keep all minutes of such meetings and generally perform all duties as are usually performed by any such officer in a like position.

**21.4** The Executive Officer shall keep and maintain such registers and records as required by statute or as the Council may from time to time determine and in such manner as may be prescribed.

**21.5** The Executive Officer shall pay or cause to be paid all monies of the TCA Inc into the bank account of the TCA Inc to its credit and shall keep proper accounts of monies received or dispersed.

**21.6** Accounts shall be paid by a 'not negotiable' cheque, signed by two (2) persons duly authorised by the Council for this purpose or by other means as approved by the TCA Inc Council. Expenditure incurred on behalf of the TCA Inc shall be ratified by the Council at its next meeting.

**21.7** The bank pass books, account books, certificates (investment and security), vouchers and any other books directly or indirectly connected with the financial affairs of the TCA Inc shall be the property of the TCA Inc and shall be produced to the Council whenever it so desires.

**21.8** All funds, fees or monies due to the TCA Inc shall be payable at the TCA Inc office.

**21.9** Receipts for such monies shall be valid only if on the official TCA Inc receipt form.

## **22. COUNCIL MEETINGS:**

**22.1** The Council shall meet as often as it deems necessary but not less than once each second calendar month.

**22.2** At all meetings of the Council a quorum shall be 50% plus one (1) of the elected members.

**22.3** The President or any three (3) members of the Council shall have power to call a meeting of the Council.

## **23 SPECIAL MEETINGS:**

**23.1** A Special Meeting of the Council shall be held not later than 31st March in each year or as the Council may direct

**23.2** A circular summoning such meeting shall be sent to each Councillor at his or her last known address or place of abode and not less than seven (7) clear days before the date for such meeting. Such notice shall contain a list of the business to be transacted and shall be accompanied by a report of the preceding year and an audited balance sheet and statement of receipts and expenditure for the past financial year.

## **24. COMMITTEES:**

**24.1** The Council shall have power to appoint committees to deal with any object, matter or thing within the Constitution and to delegate to such committees any of the functions and powers of the Council relating thereto, including the power to co-opt.

**24.2** The President and Executive Officer shall be ex-officio members of all committees and shall not move and/or second and/or vote on any motion or matter.

**24.3** At a Special Council Meeting in the month prior to the AGM Council shall appoint members to the following committees:

**24.3.1a** Regulations Committee;

**24.3.1b** Discipline & Disputes Committee;

**24.3.1c** Appeals Committee – Chairperson;

**24.3.1d** Audit Committee;

**24.3.1e** Public Education Committee;

**24.3.1f** Library Committee;

**24.3.1g** Retrieving & Field Trials Committee;

**24.3.1h** Herding Trials Committee;

**24.3.1i** Obedience, Tracking & Endurance Committee (appointed in August each year); Change Name

**24.3.1j** Agility Trials Committee (appointed in August each year);

**24.3.1k** Canine Health & Welfare Committee;

**24.3.1l** Investigations Committee;

**24.3.m** Conformation Judges Training Committee (appointed in August each year)

**24.3.n** Junior Handlers Committee

**24.3.2** The quorum for all committees and Sub- Committees meetings shall be 50% of the members of such committees or sub-Committees, plus one providing at all times the minimum number of members at a committee or sub-committee meeting is not less than 3 (three) members

**24.4** Council may appoint other committees and or sub committees at the Special Council Meeting providing the establishment of these committees or sub-committees is pursuant to the Objects of the Association.

**24.5** Council shall determine the functions, duties, powers and scope of any committee or sub-committee appointed by Council.

**24.5.1** Any committee or sub-committee appointed or established at the special general meeting shall have the same powers and delegated authorities as any other committee or sub-committee appointed in accordance with 24.3 unless the TCA Council Inc specifies otherwise.

## **25. Discipline and Disputes Committee:**

**25.1** There shall be a Disciplines and Disputes Committee of not less than 10 members appointed by the TCA Inc. Council giving due consideration to regional representation.

**25.2** The TCA Inc. Council shall appoint 1 member of the Committee to be Chairman.

**25.2.1** The functions of the Chairman shall be to:

**25.2.1.1** Select members from the panel of committee members to form a sub-committee for the purpose of conducting a hearing on a disciplinary or dispute matter or to undertake a mediation conference;

**25.2.1.2** Report and make recommendation to the TCA Inc. Council in relation to the operations of the sub-committees;

**25.2.1.3** Generally be responsible for the efficient and timely investigation, hearing, and mediation of all disciplines or disputes pursuant to the constitution and regulations of the TCA Inc.;

**25.2.1.4** Recommend to the Council any changes to the committee, constitution or operation of the sub-committees and the hearing or mediation committee guidelines;

**25.2.1.5** Act as the point of contact and generally report to the Council on all discipline, dispute and mediation matters.

**25.2.2** Upon the initiation of any discipline, dispute or mediation matter, the Chairman of the panel shall:

**25.2.3** Select at least 4 members to constitute the sub- committee for the purpose of that particular inquiry;

**25.2.4** Either chair the sub-committee or appoint one of the selected persons as chairman of the sub-committee for the purpose of that particular inquiry;

**25.2.5** Generally give all directions necessary to ensure the efficient investigation and conducting of that particular inquiry.

**25.3** If a member of the committee dies or becomes otherwise or unable or unwilling to participate in the inquiry; then

**25.3.1** If this occurs prior to the commencement of the hearing in relation to the matter; the chairman shall, appoint a replacement to that sub-committee; or

**25.3.2** If this occurs after the commencement of the hearing in relation to the matter, the remaining members of the sub-committee shall constitute the sub-committee for the purpose of concluding that inquiry

**25.4** The function and duty of the Discipline & Disputes Committee is to hear and determine all disciplinary matters referred to it by council

**25.5** The Discipline and Disputes Committee may hear and determine any matter referred to it by Council at such a place or places as may be directed by the Council or in default of any such direction, at such place or places as may be determined by the committee

**25.6** The Discipline and Disputes Committee may, upon hearing a matter, exercise any or all of the powers confided to the Council by the Constitution, Code of Ethics and Regulations

**25.7** Any person aggrieved by a determination of the Discipline and Disputes Committee may lodge an appeal against such determination by notice in writing and within the time and manner prescribed in Regulation 83

## **26. APPEALS COMMITTEE:**

**26.1** The Appeals Committee is to comprise twelve (12) members thus:-

**26.1.1** A Chairperson and a Vice Chairman to be appointed by the Council of the T.C.A. Inc at its Special Annual General Meeting of Councillors, neither shall be a serving member of the Council of the TCA Inc.

**26.1.2** The remaining ten (10) persons to be nominated and elected at the Annual General Meeting of members

**26.1.3** The Appeals Committee shall be convened by the Executive Officer to hear matters referred to it. The Executive Office will arrange for the Chairman and/or the Vice Chairman and any of the ten (10) to form a panel of five (5) members to hear matters

**26.2** The function and duty of the Appeals Committee is to hear and determine appeals from or against determinations made by the Discipline & Disputes Committee and decisions of any affiliate or decisions of the Council of the TCA Inc including decisions of the Council's Sub Committees.

**26.3** Notwithstanding any other Clause of this Constitution or the Association's Regulations any member penalised by a decision of the Council of the T.C.A. Inc or any of its Sub Committees may within twenty eight (28) days of the imposition of such penalty give notice of appeal against the decision.

**26.4** The Chairperson of the Discipline & Disputes Committee shall attend the hearing of all appeals by the Appeals Committee and provide to the Appeals Committee such assistance, information and advice as the Appeals Committee may reasonably require, but shall not take part in the determination of the appeal.

**26.5** The Appeals Committee may determine its own procedure and regulate its own proceedings provided that, at all times, it complies with the Rules of natural justice.

**26.6** The Appeals Committee may, upon hearing an appeal, exercise any or all of the powers confided to the Council by or under this Constitution and the Regulations.

**26.7** Accurate minutes of the business of all Council meetings and the proceedings of the Discipline & Disputes Committee and the proceedings of the Appeals Committee shall be recorded and confirmed, or corrected, at the next meeting of the Council, the Discipline & Disputes Committee or the Appeals Committee, as the case may be.

**26.8** Notwithstanding any other Clause of this Constitution or the Regulations, the proceedings of the Discipline & Disputes Committee shall be confidential unto the parties and neither the minutes of the proceedings or of any determination made by the Discipline &

Disputes Committee or the Appeals Committee may be published or communicated anywise howsoever, save that:

- 26.8.1** The minutes of the proceedings of and the record of any determination made by the Discipline & Disputes Committee shall be provided to the Appeals Committee at the time and for the purpose of any appeal involving any such determination
- 26.8.2** If the time limit for appeal has expired, any determination made by the Discipline & Disputes Committee must be notified to the Council and may be published by the Council in such manner and in such form as the Council, in its unfettered discretion, determines.
- 26.8.3** Any determination of the Appeals Committee must be notified to Council, together with the determination of the Discipline & Disputes Committee or decision of the affiliate to which the appeal relates, as the case may be and the result of the proceedings may be published in such manner and in such form as the Council, in its unfettered discretion, determines.

## **26A AUDIT COMMITTEE**

- 26A.1** The Council of TCA Inc. shall appoint an Audit Committee.
- 26A.2** The Audit Committee's role is to assist the co-ordination of relevant activities of management, the internal audit function and the external auditor in order to facilitate achieving overall organisational objectives in an efficient and effective manner.
- 26A.3** The Audit Committee shall consist of three members, one being the Chair , none of whom shall be members of the TCA Inc. Council.
- 26A.4** All members of the Audit Committee shall have training and/or experience in financial management.
- 26A.5** The Audit Committee shall meet regularly but no less than three (3) times in each financial year.
- 26A.6** The Audit Committee shall have access to all financial records of TCA Inc.
- 26A.7** The Audit Committee may make recommendations to the Council of TCA Inc. regarding the financial management of TCA Inc.
- 26A.8** The Audit Committee shall report to each Annual General Meeting of members of TCA Inc. on its activities in the previous financial year.

## **27 AFFILIATIONS:**

- 27.1** Subject to this Constitution and the Regulations of the TCA Inc, any club, association, society or other body bona fide established for the purpose of breeding or exhibiting dogs or conducting shows and/or parades of dogs, field and/or retrieving trials, obedience and/ or tracking trials or other exhibitions, shall be eligible to submit an application for affiliation with the TCA Inc.
- 27.2** Conveners of any new club, association or other body shall seek the permission of the Council for form such organisation.

**27.3** On approval of the new club, association, society or other body, affiliation will be granted for a probationary period determined by the Council.

**27.4** A club, association or other body may be admitted, in the first instance, upon written application to be granted probationary affiliation with the TCA Inc such application shall be accompanied by:

- 27.4.1** The fee set out in the current scale of charges.
- 27.4.2** Two (2) copies of the proposed Constitution for Affiliates.
- 27.4.3** A copy of the minutes of the meeting convened to form the club.
- 27.4.4** A certificate signed by the President and secretary of the applicant, setting out the names and addresses of financial members.
- 27.4.5** An undertaking in writing that, upon its admission as an affiliate of the TCA Inc it will annually thereafter furnish to the Council, following its Annual General Meeting, a certified balance sheet and a copy of its annual report.

**27.5** During the period of probation the affiliate shall be granted permission to conduct parades and/or open shows, at the discretion of Council.

**27.6** Each affiliate shall hold its Annual General Meeting of Members not later than the thirtieth day of September in each year, subject to the approval of Council and shall, within fourteen (14) days after such Annual General Meeting, furnish to the Council:

- 27.6.1** An audited balance sheet in the form prescribed by the Council, the annual report submitted to members of the affiliate at such Annual General Meeting.
- 27.6.2** A copy of the minutes of such Annual General Meeting.
- 27.6.3** Any other information or documents which the Executive Officer of the TCA Inc or the Council shall require from time to time.

**27.7** The name of every club, association, society or other body applying for affiliation or renewal thereof, shall be submitted to the Council which shall have the power, by a simple majority given at a meeting properly summoned, to accept or refuse any application for or renewal of affiliation, without assigning a reason.

**27.8** Affiliation fees, as set out in the current scale of charges, shall become due and payable on the first day of September in each year and, if an affiliate fails to pay its annual affiliation fee or to comply with Clause 27.6, Sub-Clauses 27.6.1 to 27.6.3 hereof prior to the first day of December in each year, it shall be deemed to be unfinancial and its affiliation suspended and, until otherwise determined by the Council, shall not be entitled to any of the privileges to which an affiliate is entitled under this Constitution and/or the Regulations, but shall be subject to all obligations imposed upon an affiliate. Provided that, when an affiliate commences during the currency of a financial year, the affiliate shall pay the fee set out in the current scale of charges in respect of that year upon admission as a probationary affiliate or as an affiliate.

## **28. AMENDMENT OF THE CONSTITUTION:**

**28.1** This Constitution shall come into force forthwith and shall be the Constitution of the TCA Inc and no part of the Constitution shall be varied, altered, repealed or amended, save at an Annual General or Special General Meeting of Members of the TCA Inc, by a resolution on that behalf carried by a majority of 75% of the members present and voting.

## **29. WINDING UP OF THE ASSOCIATION:**

**29.1** The income and property of the TCA Inc however derived shall be applied solely towards the promotion of the objects and purposes of the Association and no portion thereof shall be paid or transferred, directly or indirectly, by dividend, bonus or otherwise by way of profit or gain to the individual members of the TCA Inc.

**29.2** Provided that nothing shall prevent the payment in good faith of reasonable and proper remuneration of any officer or servant or to any member of the TCA Inc in return for any services actually rendered to the TCA and shall not prevent the payment of out-of pocket expenses or interest on money lent or reasonable and proper rent for premises demised or let by any officer or servant or member of the TCA Inc.

**29.3** If, upon the winding up or dissolution of the Company, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of the company but shall be given or transferred to some other company having similar objects to the company and which shall prohibit the distribution of its income and property amongst its members at least to an extent as great as is imposed on the company such organisation to be determined by the members of the company at or before the time of dissolution and in default thereof by such judge of the Supreme Court of Tasmania as may acquire jurisdiction in the matter.

**29.4** In the event of the Association being wound up:

**29.4.1** Every member of the Association; and

**29.4.2** Every person who, within the period of twelve (12) months immediately preceding the commencement of the winding up, was a member of the Association is liable to contribute to the assets of the Association for payment of the debts or liabilities of the Association and for the cost, charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such sum, not exceeding **\$10.00 (ten dollars)** as may be required, but a former member is not liable so to contribute in respect of any debt or liability of the Association contracted after he ceases to be a member.