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'. 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 more than one person accepts liability under the terms hereof or under the Regulations of the TCA hereof, such conditions shall be jointly or severally.

INTERPRETATION AND DEFINITION.

In this Constitution, and in the Rules and Regulations thereto, unless the contrary intention is expressed:

"the Act"	means the Associations Incorporation Act 1964.
"Affiliated body"	means a Club, Society or Association of natural persons, whether incorporated or unincorporated, desirous of conducting canine fixtures and which has been admitted as an affiliate of the TCA.
"Appeals Committee"	means a body formed to hear and determine Appeals referred to it.
"ANKC"	means the Australian National Kennel Council Ltd
"Application for membership"	Includes application for renewal of membership.
"Associate affiliated body"	refers to a Club, Society or Association of natural persons, whether incorporated or unincorporated, desirous of providing services to canine activities other than the holding of fixtures and which has been admitted as an Associate Affiliate of the TCA.
"Associate dog"	means a desexed dog or bitch that is not a separate breed recognised by the ANKC or a desexed dog or bitch that is not eligible to be registered in the pure bred register for any reason.
"Auditor"	means the Auditor appointed or reappointed by the members of the TCA at an Annual General Meeting or at a Special General Meeting.

DRAFT

"Ballot"	means receipt of voting, poll or polling.
"Committee"	means a committee of the TCA other than the Council.
"Constitution"	means the Constitution of the TCA.
"Controlling Body"	means a member body of the ANKC or international canine controlling body recognised by the ANKC.
"Council"	means the elected Council of the TCA and includes Office Bearers and ordinary members of such Council.
Discipline & Disputes Committee"	means a body appointed by the Council and to which is delegated the power to hear charges against members of the TCA.
"Disqualified member"	means a person who has been disqualified, suspended or deemed to be otherwise ineligible to take part in fixtures sanctioned by the TCA. for the term of such disqualification, suspension or ineligibility.
"Division"	means a method by which a vote is decided to signify either support or opposition to a motion.
"Dog"	includes bitch where the context reasonably permits.
"Exhibit"	(a) used as a noun means a dog entered for exhibition at a Show or Trial (b) used as a verb includes the verb "to show" and vice-versa and "to exhibit" or "to show" includes "to compete".
"Exhibitor"	means a person in whose name an exhibit is entered for exhibition but where the context reasonably permits, shall be deemed to include a person by whom such exhibit is displayed or handled or the person in whose charge the exhibit is whilst in the precincts of an Exhibition.
"Fees"	shall include monies payable to the TCA as set down in the Scale of Charges.
"Financial Member"	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 for the period for which such fee has

DRAFT

	been prescribed or is a Life Member and the member shall be a resident in the state of Tasmania.
"Financial Year"	in relation to the TCA means the period of one calendar year ending at midnight on 31st December each year.
"Fixtures"	Any Show, competition or match sanctioned by the TCA.
"Gazette	means the official Gazette of the TCA.
"Handler"	means a person who displays or handles an exhibit whilst it is being exhibited.
"Investigations Panel"	is a panel of members appointed by the Council, one of whom shall review each complaint and determine whether it should be referred to the Disciplines and Disputes Committee.
"Judge"	means a person approved by the Council to judge at an Exhibition.
"Kennel prefix membership"	means a membership operating under the name of a registered Prefix.
"Member or Membership"	Where in this Constitution or in Regulations made under the Constitution, there is reference to 'member' or 'membership', that reference shall be construed to be a reference to the categories of membership in clause 4.9.
"Penalty"	a sanction imposed upon a member or affiliate by the TCA, its committees or an affiliate.
"Period of membership"	means the period of time which terminates at midnight on the last day of the month in which falls the anniversary of the date of admission as a member.
"Person"	where the context reasonably permits, includes a natural person, a firm or partnership, or syndicate or a company, corporation or any other legal entity.
"Poll"	means a secret ballot conducted at either a Special General Meeting or Annual General Meeting.

DRAFT

"Prefix"	means a breeder's prefix appearing in the central register of ANKC prefixes.
"Prescribed form"	means a form prescribed by the Council for a particular purpose.
"Prize"	includes any award, whether in the form of a certificate, a card, a ribbon, a rosette, a sash, a monetary payment, a trophy or otherwise.
"Pure bred dog"	means a dog that is recognised as a separate breed by the ANKC for which a separate register shall be kept.
"Resolution"	means an ordinary resolution passed by a simple majority of the number of members personally present at a meeting of members and eligible to vote and voting on the resolution.
"Regulations"	means the Regulations of the TCA as amended by the Council from time to time and published in the TCA Gazette.
"Returning Officer"	means a person appointed or nominated to oversee the conduct of an election including the process, polling, deciding the validity of ballot papers and the counting process.
"Sanctioned Fixture"	means a fixture conducted by an affiliated body.
"Show"	1. used as a noun beginning with a capital S includes any exhibition at which dogs are judged or at which dogs compete and at which prizes are awarded. 2. used as a verb includes the verb to exhibit and vice versa and to exhibit or show includes to compete.
"Special General Meeting"	means a general meeting of the members of the TCA other than an Annual General Meeting.
"Special Resolution"	means a resolution passed by a majority of not less than seventy five percent of the number of members of the TCA who, being entitled to do so, attend and vote personally on the resolution at an Annual General Meeting or Special General Meeting convened for the purpose of such resolution.
"State"	means the State of Tasmania.

DRAFT

"Sub-Committee"	means a Sub-Committee of the Council or of any other committee.
"Suspend"	means to debar temporarily from membership.
"Suspended member"	means one who has been disqualified, suspended or is otherwise ineligible to take part in fixtures sanctioned by the TCA for the term of such disqualification, suspension, or ineligibility.
"Syndicate Membership"	means, in relation to an ordinary, secondary or pensioner membership, two or more natural persons, incorporated or unincorporated bodies, or any combination thereof and includes a natural person in combination with any of the above.
"Unrecognised Fixture"	means any canine activity declared unrecognised by the Council
"TCA"	means the Tasmanian Canine Association Inc.
"Writing"	includes printing, typing, photocopying, e-mail, text message and any other like recognised means of written communication.

1. OBJECTIVES/STATEMENT OF PURPOSES.

The principal objectives of the TCA are:

1.1. The TCA aims to be recognised as the primary authority on Canine affairs in Tasmania.

1.2. To be the governing canine body for the State, to promote wide human interest in all TCA registered dogs and to secure proper appreciation and recognition of their place in human society.

1.3. To promote and raise the standards of breeding, rearing, keeping, and sale of pure-bred dogs and the general welfare of all dogs.

1.4. To promote and encourage the regulation of breeding of pure-bred dogs and the registration of such dogs and their progeny with the TCA.

1.5. To promote and encourage the recreation, sport, exhibition and training of TCA registered dogs.

1.6. To promote and encourage membership of the TCA and to promote the advantages and privileges of membership.

1.7. To provide for affiliation with the TCA of canine bodies and canine service organisations whose objectives are compatible with the objectives of the TCA.

DRAFT

1.8. To educate members, affiliated bodies and the general public on canine matters and to inform members and affiliated bodies on all other matters of concern or interest to them.

1.9. To obtain affiliation with or membership of international canine bodies and maintain membership of the ANKC for the purpose of achieving international and national uniformity in all canine matters so long as the objectives, decisions and rulings of the international canine bodies and ANKC are compatible with the objectives and domestic rules, regulations and operations of the TCA.

1.10. To liaise, cooperate and reciprocate with other recognised state, territorial and international canine controlling bodies in matters of common interest or concern and of mutual benefit.

1.11. To promote and assist and to make contributions to canine veterinary research, the preservation of canine records and artefacts of historical significance and to other worthy causes.

1.12. To obtain recognition of the TCA and its affiliates as expert authorities on canine matters, and in particular, the sport and recreation of exhibiting TCA registered dogs.

1.13. To make representations to and to negotiate with all Government authorities, and any third parties, on matters relating to dogs.

1.14. To make Regulations for the administration and general management of the operations and affairs of the TCA and for the conduct of canine fixtures by its affiliated bodies and for other ancillary matters.

1.15. To publish an official Gazette, website and Social Media forums periodically as a means of communication between the TCA and its members and affiliated bodies.

1.16. To promote the objectives of all affiliated clubs and associate affiliated canine service organisations.

1.17. To promote and develop the identity and activities of the TCA.

1.18. To afford means for, and encourage, the amicable settlement of disputes and to prevent illegal and dishonest practices.

1.19. To encourage affiliates to resolve domestic disputes within their own organisations.

1.20. To hold an Annual General Meeting of members each year and Special General Meetings of members when considered necessary by the Council or when petitioned by members in accordance with the requirements of this Constitution.

AND for the attainment of these Objectives/Statements of Purpose and associated or ancillary matters the TCA shall have the power, which shall be vested in and be exercised by its Council on behalf of the TCA, to do all or any of the following things.

2. POWERS OF THE COUNCIL.

2.1. To make Regulations, Code of Behaviour and Ethics and to amend or repeal

same and to formulate policies and procedures in respect of any relevant matter and to do all other acts, matters and things as may be necessary, expedient or desirable to promote and put into effect all or any of the Objectives/Statement of Purposes of the TCA or other matters incidental thereto.

2.2. To publish in the Gazette, on the TCA website, on social media forums, on radio and/or on television any matters and items of interest or concern to members and affiliated bodies.

2.3. To grant affiliation or associate affiliation to bona fide canine bodies and canine service organisations, respectively, and to make Regulations for that purpose.

2.4. To compile, maintain and keep current a register of financial members, life members and affiliated bodies.

2.5. To compile, maintain and keep current, a register of pure bred registered dogs whelped in the State and pure bred dogs imported into and exported from the State which are registered on a canine register kept by a controlling body recognised as such by the TCA and such other registers as may be required from time to time.

2.6. To compile, maintain and keep current, a record of transfer of ownership of pure bred dogs and registered leases of pure bred dogs in respect of dogs transferred or leased between financial members and between such members and members of other interstate and territory controlling bodies.

2.7. To grant permission to affiliated bodies to hold and conduct fixtures of registered dogs in the respective disciplines of exhibition and under the relevant Regulations.

2.8. To make and to publish Regulations for the holding and conduct of fixtures, and for the awarding and issuing of ANKC certificates and titles to dogs winning or qualifying for same in competition at fixtures.

2.9. To make available the Rules and Regulations and policies of the ANKC for the holding and conduct of fixtures.

2.10. To promote and support approved canine festivals, displays, and kindred functions and entertainments and any other approved canine activities.

2.11. To issue ANKC Export Pedigree Certificates for dogs exported from the State to overseas countries.

2.12. To collect, verify and publish information relating to dogs including genetics, breeding programs, rearing of litters, dietary and veterinary articles, training and handling, and all other educational material for the benefit of members.

2.13. To provide the infrastructure to assist in the self education of Judges, Trainee Judges, Aspiring Judges, Stewards, Event Managers, Club Secretaries and Treasurers and to formulate and publish Regulations in respect of qualifications and examination requirements for Trainee Judges and Aspiring Judges in each discipline.

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

2.15. To conduct seminars, conventions and conferences of members on selected

DRAFT

topics.

2.16. To make Regulations and formulate procedures for dealing with complaints, the investigation of such complaints, the laying of any charges and for the hearing of such charges and for any resulting disciplinary measures to be taken and for the hearing of appeals from members against any disciplinary sanctions or penalties imposed on them or their dogs.

2.17. To afford means for, and encourage, the amicable settlement of disputes and to prevent illegal and dishonest practices.

2.18. To determine from time to time membership subscriptions and all other fees necessary to carry out the Objectives/Statement of Purposes of the TCA or any of them.

2.19. To appoint or elect Committees and Sub-Committees and delegates subject to the Constitution and Regulations of the TCA.

2.20. To make recommendation to the membership for life memberships of the TCA subject to the Constitution.

2.21. To hire or employ personnel on a permanent, casual, part time, contract or agency basis and to pay to them and to other persons salaries, wages, fees, gratuities and expenses for services actually rendered by them to the TCA.

2.22. To engage or retain professional consultants on a fee or a commission basis.

2.23. To purchase, lease, hire or dispose of land and buildings, machinery, plant and equipment, motor vehicles, fixtures and fittings, office furniture and equipment and any other necessary chattels and to construct or erect on freehold land purchased or on leasehold land such buildings, and all other facilities and amenities which the Council considers necessary for carrying out the Objectives/Statement of Purposes of the TCA or any of them, subject to the Constitution and Regulations.

2.24. To borrow or raise money as the Council determines for the carrying out of the Objectives/Statement of Purposes of the TCA or any of them subject to the Rules.

2.25. To invest the funds of the TCA not immediately required for its business operations or other commitments in interest bearing deposits.

2.26. To make and publish Regulations (subject to the Rules) for holding annual elections of Office Bearers and ordinary members to the Council and for filling any casual vacancies on the Council.

2.27. To compile, maintain and keep a separate register of Associate Dogs who are eligible to compete in Trials and Tests or any other activities approved and conducted by the TCA or any of its affiliated bodies.

2.28. To make application for the granting of a licence pursuant to the Liquor Licencing Act 1990 or for any other licence as may from time to time be considered of benefit to the TCA or its members.

2.29. 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 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.

2.30. To do all such other things as the Council in its discretion considers as Incidental or conducive to the attainment of the principal objectives of the TCA or the fulfilment of its powers or any of them but subject always to strict compliance with the Rules and Regulations and with each of the Codes of the TCA and not otherwise.

3. HEADINGS, NOTES AND FOOTNOTES

In this Constitution no heading to a Clause or series of Sub-Clauses, nor any marginal notes or footnotes in this Constitution shall be taken to be or form part of the Constitution.

4. MEMBERSHIP

4.1. Members and Affiliated Bodies Bound by Constitution

Every member and every affiliated body and associate affiliated body shall, as a condition of membership or affiliation, be bound by this Constitution in so far as the Constitution shall relate to them.

4.2. Application for Membership

4.2.1. Any person shall be eligible to apply for membership of the TCA on payment of the amounts set out in the current scale of charges.

4.2.2. Application for membership shall be made in writing in the prescribed form.

4.2.3. Membership of the TCA is subject to the application being submitted to and approved by the Council. Such approval may be delegated to the Executive Officer.

4.2.4. An application for membership shall be in such form as the Council may from time to time prescribe and shall be signed by the applicant and lodged with the Executive Officer. An applicant shall furnish to the Council such information as may be required from time to time and in particular shall furnish such information as is called for in the prescribed form.

4.2.5. Any application for membership may be refused by the Council without assigning any reason therefore notwithstanding that a membership subscription was paid contemporaneously with the application and was banked provided that in the event of the application being refused such subscription shall be refunded to the applicant.

4.3. Cessation of Membership

4.3.1. Membership of the TCA shall cease ipso facto:

DRAFT

4.3.1.1. Upon the termination of the period of membership (whether by effluxion of time or otherwise) unless the membership has been renewed by the Council for a further period.

4.3.1.2. If the member resigns by notice in writing addressed to the Executive Officer such resignation is effective from the date it is received by the Executive Officer or such later date as may be specified in the notice of resignation, but does not relieve the member from payment of overdue subscriptions or other monies owed by the member to the TCA at the time of resignation;

4.3.1.3. If the member dies, save and except that the membership shall be continued in the name of the deceased member's Estate upon receipt of a written application in that behalf from the Executor/Administrator of the Estate pending the disposal by sale or bequest and transfer by the Executor/Administrator to another person of any prefix or dogs registered with the TCA in the name of the deceased member.

4.3.1.4. If the member's annual subscription for the forthcoming year has not been paid within one calendar month of becoming due;

4.3.1.5. If the member is suspended from membership of the TCA or disqualified or otherwise declared ineligible to take part in any capacity in an Exhibition for the term of such suspension, disqualification or ineligibility.

4.3.1.6. A Syndicate Membership shall cease to be a member of the TCA if its representative or any of its constituent members ceases to be a member.

4.4. Membership Suspension

4.4.1. Membership may be suspended by the Council including in the event that:

4.4.1.1. there is owing by the member to the TCA or any of its Affiliates any monies for goods or services provided by the TCA or any of its Affiliates to or at the request of the member and such monies have been outstanding for more than sixty days provided that subject otherwise to the Rules, the suspension of membership shall cease upon payment by or on behalf of the member to the TCA or any of its Affiliates of the outstanding monies; or

4.4.1.2. the member fails or neglects without good cause shown to reply in writing within 14 days from the date of a second written demand by the Council requesting the member to reply to correspondence previously sent to the member by the Council provided such suspension of membership shall cease upon receipt of a written reply to such demand and to such correspondence.

4.5. Privileges of Membership

4.5.1. Subject to the restrictions and limitations prescribed and obligations imposed by or pursuant to the Regulations, and the Code of Behaviour and Ethics, the privileges of membership shall be:

4.5.1.1. the right to attend and vote at the Annual General Meeting and any

Special General Meeting of the TCA;

4.5.1.2. the right of access to the TCA's library;

4.5.1.3. the right to enter the Trainee Judges Training and examination program in accordance with the Regulations;

4.5.1.4. the right to be Included on the list of Judges subject to the Regulations;

4.5.1.5. the right to register a prefix and to register in the pure breeds register, limited register, associate or sporting register, such dogs bred, purchased or leased by them at the fee set out in the current scale of charges;

4.5.1.6. the right to exhibit or handle a dog at approved fixtures;

4.5.1.7. the right to nominate for or propose or second a candidate for election to the Council or to any other committee of the TCA and to vote in any ballots conducted for elections to such committee. Subject to fulfilling the requirements of eligibility (if applicable) provided they are a resident of Tasmania;

4.5.1.8. the right to offer themselves for appointment to other committees of the TCA;

4.5.1.9. the right to compete for any prize available for competition by members;

4.5.1.10. the right to inspect financial records, all books, documents and securities of the TCA other than financial records for the current financial year and any other financial records as authorised by the Council provided that the Council may refuse to permit a member to inspect records of the TCA that relate to confidential personal employment, commercial or legal matters where to do so may be prejudicial to the interests of the TCA;

4.5.2. A right, privilege or obligation of a person by virtue of their membership of the TCA:

4.5.2.1. Is not capable of being transferred or transmitted to another person and

4.5.2.2. Terminates upon the cessation of their membership, whether by death, resignation, failure to pay membership dues or otherwise.

4.6. Syndicated Dogs

4.6.1. A dog or dogs on the main register may be co owned by a syndicate of members, provided that at least one member of the syndicate is a resident of the State of Tasmania.

4.6.2. The syndicate must furnish in writing to the Executive Officer particulars of its constituent membership and contractual arrangements

and any change therein that may occur from time to time.

4.6.3. The syndicate must nominate one syndicate member as the representative of the syndicate, and advise the Executive Officer in writing of such nominee. The syndicate nominee shall receive all notices from the TCA in relation to the syndicate or any dogs owned by the syndicate.

4.6.4. All transactions involving the syndicated dog or dogs must be signed by each member of the syndicate unless an authority to sign form is lodged with the TCA Office.

4.6.5. In all matters involving the syndicate, Code of Behaviour and Ethics, and decisions of the Council shall prevail.

4.7. Register of Members

4.7.1. A register of all categories of membership shall be kept by the Executive Officer and shall contain the name and address, membership number and prefix (if any), of each member.

4.7.2. The register of members shall be kept at the office of the TCA and shall be made available by the Executive Officer for inspection upon request by a member at a reasonable time.

4.8. Membership Subscriptions

4.8.1. A member shall, upon admission to membership, pay to the TCA an initial membership subscription for the period which shall terminate at midnight on the last day of the month in which falls the anniversary of the date of admission as a member and, thereafter, on renewal of membership, shall pay a membership renewal subscription at the rate determined from time to time by the Council.

4.8.2. Membership shall lapse if not renewed within one calendar month of becoming due.

4.8.3. In renewing membership each year, a member shall complete and sign the prescribed renewal of membership form.

4.9. Categories of Membership

4.9.1. Categories of membership shall include;

4.9.1.1. Ordinary membership
4.9.1.2. Secondary membership
4.9.1.3. Pensioner membership
4.9.1.4. Junior membership
4.9.1.5. Junior Membership (Handler Only)
4.9.1.6. Associate membership
4.9.1.7. Interim Membership

DRAFT

4.9.1.8. Kennel membership
4.9.1.9. Life membership

4.9.2. Ordinary Membership

4.9.2.1. Subject to this Constitution, ordinary membership shall be open to any person 18 years or older but shall not be open to a partnership or syndicate or body of persons or unincorporated association.

4.9.2.2. Ordinary membership shall carry with it all the rights and privileges as detailed in Clause 4.5 of this Constitution.

4.9.3. Secondary Membership

4.9.3.1. Subject to this Constitution, Secondary membership shall only be open to any person whose membership can be attached to an Ordinary Membership.

4.9.3.2. Secondary Membership shall carry with it all the rights and privileges except for receiving a copy of the Gazette but shall not be open to a partnership or syndicate or body of persons or unincorporated association.

4.9.4. Pensioner Membership

4.9.4.1. Subject to this Constitution, Pensioner membership shall be open to any person who has a current Pensioner Concession Card, a copy of which must be forwarded with the application for membership or renewal of membership.

4.9.4.2. Pensioner membership shall carry with it all the rights and privileges as detailed in Clause 4.5 of this Constitution, but shall not be open to a partnership or syndicate or body of persons or unincorporated association.

4.9.5. Junior Membership

4.9.5.1. Subject to this Constitution Junior membership shall be open to any person of seven (7) years and under eighteen (18) years of age, where at least one (1) parent or guardian is an ordinary member.

4.9.5.2. Junior Membership shall carry with it the right of the person to own and exhibit dogs and be a member of any Junior Kennel Club and no other rights and privileges of whatever nature or kind.

4.9.6. Junior Membership (Handler Only)

4.9.6.1. Subject to this Constitution Junior membership shall be open to any person of seven (7) years and under eighteen (18) years of age, where at least one (1) parent or guardian is an ordinary member.

DRAFT

4.9.6.2. Junior Membership (handler only) shall carry with it the right of the person to exhibit dogs and be a member of any Junior Kennel Club and no other rights and privileges of whatever nature or kind.

4.9.7. Associate Membership

4.9.7.1. 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

4.9.7.2. Associate Membership shall carry with it only the privileges of eligibility to serve on any committee appointed by or under the auspices of the TCA and to apply to be placed on the stewards panel and no other rights and privileges of whatever nature.

4.9.8. Interim Membership

4.9.8.1. A natural person who is not a member of TCA. may apply for interim membership.

4.9.8.2. Interim membership shall be for a period of four months from the date of application.

4.9.8.3. The 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.

4.9.8.4. A person who is admitted as an interim member shall have the right to enter TCA. sanctioned events.

4.9.8.5. Interim membership shall confer no other rights.

4.9.8.6. Admission as an interim member will not automatically confer the right of ordinary membership if the interim member subsequently applies for ordinary membership.

4.9.8.7. If the interim member applies for ordinary membership during the term of interim membership, the usual Joining Fee will be waived.

4.9.8.8. A person may be admitted as an interim member only once and the period of interim membership cannot be extended.

4.9.9. Kennel Membership

4.9.9.1. Kennel Membership is available only to financial members who have a current breeder's prefix.

4.9.9.2. Kennel Membership enables the owner(s) to enter their dogs in the name of the prefix.

DRAFT

4.9.10. Life Membership

4.9.10.1. The Council may recommend the awarding of Life Membership in accordance with the following:

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

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

4.9.10.1.3. Granting of Life Membership shall be by way of notice of motion for the Annual General Meeting.

4.9.10.1.4. Clause 4.9.10.1.1 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.

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

4.9.11. Syndicates

4.9.11.1. Syndicates shall be open only to members of the TCA 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.

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

4.9.11.3. 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.

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

4.9.12. Application for Membership

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

4.9.12.2. The name of every person applying for membership shall be submitted to the Council for confirmation of such membership.

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

DRAFT

4.9.12.4. On confirmation of membership, 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.

4.10. Members of Interstate Controls

4.10.1. Should a person be disqualified, suspended or declared ineligible to compete by any member body of the ANKC i.e. Royal New South Wales Canine Council Ltd.; Victorian Canine Association Inc, Canine Control Council (Queensland Ltd), 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 TCA nor obtain any of the rights and privileges herein provided for members of the TCA.

4.11. Disciplining of Members

4.11.1. The TCA shall prepare Regulations and formulate procedures for dealing with complaints, against Members who fail to act in accordance with this Constitution, the Regulations, the Code of Behaviour and Ethics, for inappropriate behaviour or for any other reason/s that brings the TCA into disrepute.

4.11.2. Regulations and procedures for dealing with complaints shall include;

4.11.2.1. an initial investigation of complaints; and

4.11.2.2. a mechanism for mediation of disputes; and

4.11.2.3. the laying of any charges; and

4.11.2.4. hearing of such charges; and

4.11.2.5. any resulting disciplinary measures; and

4.11.2.6. appeals from Members against disciplinary sanctions or penalties imposed on them or their dogs; and

4.11.2.7. compliance with the rules of Natural Justice; and procedural fairness.

5. MEETINGS OF MEMBERS

5.1. Annual General Meeting

5.1.1. Scheduling of Annual General Meeting

5.1.1.1. An Annual General Meeting of members of the TCA shall be held not later than the last day of June in each year. Such General Meeting shall be held alternately in the Hobart region and the Launceston region.

5.1.1.2. The Annual General Meeting shall be convened on a Saturday, Sunday or a public holiday.

DRAFT

5.1.1.3. The date for the Annual General Meeting shall be set at the preceding Annual General Meeting.

5.1.2. Items of Business at Annual General Meeting

5.1.2.1. 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 February/March Gazette.

5.1.2.2. A notice received shall show the name and membership number of the mover of the item/s of business.

5.1.2.3. 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.

5.1.2.3.1. The audited Financial Report shall also be made available on Dogs Tasmania website at least ten (10) days prior to the date of the Annual General Meeting. Any queries regarding the Financial Report to be lodged no later than seven (7) days prior to the AGM.

5.1.2.4. At the Annual General Meeting the members shall appoint the auditor.

5.1.2.5. In addition to any other business of which notice has been received and published in the notice convening the meeting, the business of the Annual General Meeting shall be:

5.1.2.5.1. to confirm the minutes of the preceding Annual General Meeting and of any Special General Meeting held since that meeting; and

5.1.2.5.2. to receive the audited Income and Expenditure Account of the TCA for the preceding financial year ended on 31st December and the Balance Sheet as at that date; and

5.1.2.5.3. to receive from the President and the Chairperson of other nominated committees their respective reports during the preceding financial year; and

5.1.2.5.4. the appointment of members to the Appeals Committee.

5.1.2.6. At an Annual General Meeting no business shall be considered or discussed other than that of which notice has been given on the notice convening the Meeting or any business which, in the opinion of the Chairperson, shall arise out of such business.

5.2. Special General Meetings

5.2.1. Convening of a Special General Meeting

5.2.1.1. The President or a majority of the other members of the Council may convene a Special General Meeting.

5.2.1.2. The President of the Council shall, on the petition in writing of not less than 10% of the membership, convene a Special General Meeting.

DRAFT

5.2.1.3. A petition of members for a Special General Meeting:

5.2.1.3.1. shall state the purpose or purposes of the meeting;

5.2.1.3.2. shall be dated and include the name and address of the lead petitioner;

5.2.1.3.3. shall be signed by members making the petition together with endorsement of the TCA membership number for each person;

5.2.1.3.4. may consist of several documents in a similar form, each signed by one or more of the members making the petition. The purpose or purposes of the meeting must be stated on each of the documents that are signed by the petitioners;

5.2.1.3.5. must be lodged with the Executive Officer within three (3) months of the date indicated in the petition and

5.2.1.3.6. the lead petitioner of a request for a Special General Meeting must be present to move the item(s) stated in the petition or the item(s) lapse.

5.2.1.4. A Special General Meeting shall be specified as such in the notice convening it.

5.2.1.5. The Council will determine a date for the Special General Meeting within 21 days of receipt of the petition and the Meeting must be held within 60 days of receipt of the petition.

5.2.1.6. If the Council does not cause the Special General Meeting to be held within sixty (60) days of the receipt of the petition the 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 petition.

5.2.2. Notice of Meetings of Members

5.2.2.1. The Executive Officer shall, at least 21 days before the date fixed for the holding of an Annual General Meeting or a Special General Meeting, notify each member of the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

5.2.2.2. An Annual General Meeting shall be specified as such in the notice convening it.

5.2.2.3. A Special General Meeting shall be specified as such in the notice convening it.

5.2.2.4. Notice of the meeting shall be deemed to have been given to each member if it is:

5.2.2.4.1. published in the Gazette; or

5.2.2.4.2. published in one of the daily newspapers circulating within Tasmania

DRAFT

5.2.2.4.3. sent by prepaid post to each member at the member's address appearing in the register of members.

5.2.3. Procedure, Quorum and Adjournments at Meetings of Members

5.2.3.1. No item of business shall be transacted at an Annual General Meeting or at a Special General Meeting unless a quorum of members entitled to vote is present during the time the meeting is considering that item.

5.2.3.2. Twenty members present in person (being members entitled to vote at the meeting) constitute a quorum for the transaction of the business of an Annual General Meeting or a Special General Meeting.

5.2.3.3. If within half an hour after the appointed time for the commencement of an Annual General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the following week at the same time and at the same place unless another place and/or time is specified at the time of the adjournment by the person presiding at the meeting.

5.2.3.4. If within half an hour after the appointed time for the commencement of an Annual General Meeting a quorum is not present, the meeting shall stand adjourned to a time, date and place to be determined by the President.

5.2.3.5 If within half an hour after the appointed time for the commencement of a Special General Meeting a quorum is not present, the meeting, if convened upon the petition of members, shall be dissolved and in any other case shall stand adjourned to a time, date and place to be determined by the President.

5.2.3.6 A member who has requested inclusion of an item in the agenda of an Annual General Meeting or Special General Meeting must be present at the meeting to move the item or it lapses.

5.2.3.7 Where an Annual General Meeting is adjourned for 14 days or more, the Executive Officer shall notify each member of the adjourned meeting in the manner specified in Clause 5.2.2.4.

5.2.4 Presiding Member

5.2.4.1 The President or, in the President's absence, a Vice President, shall preside as Chairperson at each Annual General Meeting or Special General Meeting.

5.2.4.2 If the President and both Vice Presidents are absent from the meeting or unwilling to act the members present shall elect one of their number to preside as Chairperson at the meeting.

5.2.4.3 The decision or ruling of the Chairperson on any motion, result of votes cast or of a division, point of order, procedure or other matter shall be final except when a motion of dissent from the Chairperson's decision or ruling is passed as an ordinary resolution by members in attendance when such resolution shall prevail.

5.2.5 Adjournment when Quorum Present

5.2.5.1 The Chairperson of an Annual General Meeting or a Special General Meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, subject to a specified date, time and place being agreed to in each instance prior to adjournment by the majority of members in attendance but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

5.2.5.2 Notice of the adjournment of an Annual General Meeting, and the business to be transacted at the adjourned meeting, is not required to be given unless it is adjourned for 14 days or more.

5.2.5.3 Notice of the adjournment of a Special General Meeting, and the business to be transacted at the adjourned meeting, is not required to be given.

5.2.6 Making of Decisions.

5.2.6.1 A question arising or a resolution moved at an Annual General Meeting or a Special General Meeting shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll or division is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

5.2.6.2 At an Annual General Meeting or a Special General Meeting, a poll or division may be demanded by the Chairperson or by not less than 10 members present in person at the meeting.

5.2.6.3 Where a poll or division is demanded, the poll or division shall be taken:

5.2.6.3.1 immediately in the case of a poll or division which relates to the election of the Chairperson of the meeting or to the question of an adjournment; or

5.2.6.3.2 in any other case, in such manner and at such time before the close of the meeting as the Chairperson directs and the resolution of the poll or division on the matter shall be deemed to be the resolution of the meeting on the matter.

5.2.7 Voting

5.2.7.1 Upon any question arising or upon any resolution being moved at an Annual General Meeting or at a Special General Meeting, an ordinary, secondary, pensioner or life member has one vote per

DRAFT

each member.

5.2.7.2 All votes shall be given personally, proxies are expressly precluded at all Annual General Meetings and Special General Meetings.

5.2.7.3 In the case of an equality of votes on a question or resolution at the meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.

5.2.7.4 An ordinary, secondary, pensioner or life member is not entitled to vote at any Annual General Meeting or Special General Meeting unless all money due and payable by the member to the TCA has been paid.

5.2.7.5 A Junior, Associate or Interim member is not entitled to a vote at any Annual General Meeting or Special General Meeting.

5.2.7.6 At all Annual General Meetings and Special General Meetings, when a question of order or practice arises, the ruling of the Chairperson of the meeting shall be final.

6 COMPOSITION OF THE COUNCIL

6.1 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 7.

6.2 Retiring Councillors are eligible to be re-nominated, subject to the Constitution.

6.3 Eligible financial members may nominate and vote for any candidate for election to Council subject to compliance with the Constitution.

6.4 The Executive of the Council shall consist of the President (subject to Clause 14), 2 Vice Presidents (subject to Clause 15) and the Treasurer (subject to Clause 16) as elected by the Council.

6.5 The Executive shall have such other powers as are delegated by the Council.

6.6 The Executive shall not commit the TCA to any major financial expenditure or legal liability without agreement of Council.

6.7 The Executive shall report all its actions to the next Council meeting.

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

6.9 The Council shall control and manage the business affairs of the TCA and may exercise and perform all the powers of the TCA 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

7 ELECTION OF COUNCILLORS

7.1 The election of Councillors shall be by ballot.

7.2 Not less than twenty-eight (28) clear day's notice of election shall be given.

DRAFT

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

7.4 At the conclusion of the electoral process, the Returning Officer shall make a declaration of the results of the election and this declaration shall be final.

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

7.6 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.

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

7.8 As soon as practicable after that time, the Returning Officer shall announce the valid nominations.

7.9 Where the number of candidates for office on the Council exceed the number of vacancies a ballot of the candidates shall be held.

7.10 Where the number of eligible candidates for office on the Council is not more than the number of vacancies a ballot will not be necessary and the nominated candidates shall be deemed to be elected.

7.11 Where the number of candidates for office on the Council is less than the number of vacancies, the remaining vacancies may only be filled by holding a by-election.

7.12 The personal profiles and photographs of candidates shall, if submitted by candidates, be published and given equal space in the first available issue of the Gazette after nominations close.

7.13 A candidate may appoint a scrutineer who shall not be a candidate in the same election to represent them at the counting of votes by the Returning Officer in which event the candidate shall prior to the counting of votes commencing notify the Returning Officer in writing of the name and address of such scrutineer.

7.14 Candidates' names on ballot papers shall be in random order determined by lot drawn by the Returning Officer.

7.15 Upon the nomination forms being validated by the Returning Officer, the Executive Officer shall print, or cause to be printed, ballot papers with voting instructions printed thereon and envelopes.

DRAFT

8 ELIGIBILITY TO NOMINATE FOR ELECTION

8.1 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:

8.1.1 Is a financial member of the TCA and at least eighteen (18) years of age.

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

8.1.3 Has served as a member of the Council. or of an ANKC affiliated body, or has held an executive position on a body affiliated with the TCA 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 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 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.

8.1.4 Executive positions of affiliates are those of President, Vice-President, Treasurer and Secretary.

8.1.5 Subject to Clause 12.3, the term of an elected Councillor shall be three (3) years, commencing on 1st February in the year of election and terminating 3 years later on 31 January.

9 ELIGIBILITY TO VOTE.

9.1 A member eligible to vote at an election for Councillors must be a current financial member as at the closing date designated by Council for such election and must have been so for the previous six (6) months

DRAFT

10 METHOD OF VOTING.

10.1 Council may prescribe Rules for, or relating to, elections and may determine:

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

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

11 RULES FOR ELECTION OF COUNCILLORS.

11.1 An eligible financial member may cast a vote for not more than the number of candidates to be elected.

11.2 The number of candidates to be elected who receive the highest number of votes shall be elected to the vacant positions.

11.3 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.

11.4 Completed ballot-papers and postal vote certificates are to be returned to the Returning Officer or the Executive Officer by 12 noon on the date nominated.

11.5 Postal votes, unopened, shall be handed to scrutineers officiating at the poll.

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

12 OFFICE OF COUNCILLOR BECOMING VACANT.

12.1 The office of a Councillor becomes vacant if at any time a person appointed or elected as a Councillor:

12.1.1 Dies;

12.1.2 Resigns;

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

12.1.4 Becomes Incapable of properly managing their property or affairs by reason of mental disease, disorder or incapacity;

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

12.1.6 Ceases to hold or, at the time of election, did not hold the qualifications prescribed in Clause 8; Ceases to hold or, at the time of election, did not hold the qualifications prescribed in Clause 8;

12.2 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 has expired, as the case may be, subject to Clause 12.6.

DRAFT

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

12.4 If the office of a person elected as a Councillor becomes vacant other than as a result of the effluxion 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 6.

12.5 Eligibility to nominate is in accordance with Clauses 8.1.1 to 8.1.5.

13 LEAVE OF ABSENCE.

13.1 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.

13.2 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 13.1 of this Constitution.

13.3 A Councillor who, without obtaining Leave of Absence, is absent from four (4) or more meetings of the Council within a period of twelve (12) months from the Annual General Meeting in one year to the Annual General Meeting in the following year shall be asked to show reason why he or she should not be required to resign. – Remove for the same reason we removed Clause 13.4 – Council does not have the power to remove Councillors – that is up to the membership.

14 THE PRESIDENT.

14.1 At a Special Meeting of Council 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.

14.2 The President shall exercise general supervision over all affairs of the TCA. He/she shall have the right ex officio to attend any or all of the committee meetings.

14.3 The President may not serve more than six (6) consecutive terms**.**

14.4 The office of President shall become vacant if the President**:**

14.4.1 Dies;

14.4.2 Resigns**;**

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

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

14.4.5 Does an act or makes an omission which constitutes a serious breach of this Constitution or any Regulations (Including the Code of Behaviour and Ethics) made under this Constitution.

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

14.6 If the office of President becomes vacant, otherwise than by the effluxion 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**.**

15 VICE PRESIDENTS.

15.1 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.

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

15.3 If the office of President becomes vacant, otherwise than by the effluxion 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.

16 HONORARY TREASURER

16.1 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.

16.2 If the office of Treasurer becomes vacant, otherwise than by the effluxion of the term for which the Treasurer was appointed, The Council may appoint one of its members to be Treasurer for the unexpired part of the term.

17 EXECUTIVE OFFICER

17.1 The Executive Officer shall be appointed by the Council.

17.2 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.It shall be the duty of the Executive Officer to keep all books and accounts 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.

DRAFT

17.3 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.

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

17.5 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 Council.

17.6 Expenditure incurred on behalf of the TCA shall be ratified by the Council at its next meeting.

17.7 The accounting records shall be the property of the TCA and shall be produced to the Council whenever it so desires.

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

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

18 COUNCIL MEETINGS.

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

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

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

19 SPECIAL MEETINGS OF COUNCIL.

19.1 A Special Meeting of the Council shall be held not later than 31st March in each year or as the Council may direct to elect office bearers, approve the audited accounts and appoint committees.

19.2 A notice 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.

DRAFT

20 COMMITTEES.

20.1 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.

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

20.3 Council shall appoint Committees as and when it deems necessary.

20.4 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.

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

20.6 Any committee or sub-committee appointed or established by the Council shall have the same powers and delegated authorities as any other committee or sub-committee appointed in accordance with 20.3 unless the TCA Council specifies otherwise.

20.7 A member of any committee or sub-committee who is party to any dispute or action against a TCA affiliate or member of the TCA 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.

21 INVESTIGATIONS PANEL

21.1 There shall be an Investigations Panel of not less than 5 members appointed by Council.

21.2 Complaints (except complaints against employees) received by the TCA shall be assessed by a member of the Investigation Panel.

21.3 The person assessing the complaint shall determine whether there is sufficient merit to refer the complaint to the Disciplinary and Disputes Panel for consideration.

21.4 The person assessing the complaint may recommend that mediation be undertaken prior to the matter being considered by the Disciplinary and Disputes Panel.

21.5 The member of the Investigation Panel who assesses a complaint may not participate in any hearings by the Disciplinary and Disputes Panel, or the Appeals Panel, relating to that matter.

22 DISCIPLINE AND DISPUTES PANEL AND COMMITTEE.

22.1 There shall be a Disciplines and Disputes Panel of not less than 12 members appointed by the Council.

DRAFT

22.2 The function and duty of the Discipline & Disputes Committee is to hear and determine all disciplinary matters referred to it by Council.

22.3 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.

22.4 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 Behaviour and Ethics and Regulations.

22.5 Any person penalised by a determination of the Discipline and Disputes Committee may within fourteen (14) days of having received notice of the determination lodge an appeal against such determination by notice in writing.

22.6 The Council shall appoint 1 member of the Panel to be Chairperson and 1 to be Vice Chairperson.

22.7 The functions of the Chairperson shall be to:

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

22.7.2 Report and make recommendation to the Council in relation to the operations of the Discipline and Disputes Committees;

22.7.3 Be responsible for the efficient and timely investigation, hearing, and mediation of all disciplinary or dispute matters pursuant to the Constitution and Regulations of the TCA.;

22.7.4 Recommend to the Council any changes to the Panel, Constitution, Regulations or mediation committee guidelines;

22.7.5 Report to the Council on all disciplinary, dispute and mediation matters.

22.7.6 Upon the initiation of any disciplinary, dispute or mediation matter, the Chairperson of the panel shall:

22.7.6.1 select at least 4 members to constitute the committee for the purpose of that particular inquiry;

22.7.6.2 either chair the committee or appoint one of the selected persons as chairperson of the committee for the purpose of that particular inquiry.

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

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

22.7.7.2 If this occurs after the commencement of the hearing in relation to the matter, the remaining members of the committee shall

DRAFT

constitute the committee for the purpose of concluding that inquiry.

23 APPEALS PANEL.

23.1 The Appeals Panel is to comprise twelve (12) members thus:-

23.1.1 A Chairperson and a Vice Chairperson to be appointed by the Council.

23.1.2 Neither the Chairperson nor the Vice Chairperson shall be a serving member of the Council.

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

23.2 An Appeals Committee shall be convened from the members of the Appeals Panel by the Chairperson or Vice Chairperson to hear matters referred to it.

23.3 The Chairperson or Vice Chairperson will form a Committee of five (5) members of the Appeals Panel to hear appeals**.**

23.4 The function and duty of an Appeals Committee is to hear and determine appeals from or against penalties imposed by the Discipline & Disputes Committee, the Council of the TCA including decisions of the Council's Sub Committees or any affiliates.

23.5 Notwithstanding any other Clause of this Constitution or the Regulations, any member penalised by a decision of the Council. Inc or any of its Sub Committees may within fourteen (14) days of the imposition of such penalty give notice of appeal against the decision.

23.6 The Chairperson of the Discipline & Disputes Committee that dealt with the matter shall attend the hearing of all appeals to an 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.

23.7 An 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.

23.8 An 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.

DRAFT

23.9 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:

23.9.1 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.

23.9.2 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.

23.9.3 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.

24 **AUDIT COMMITTEE.**

24.1 The Council shall appoint an Audit Committee.

24.2 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.

24.3 The Audit Committee shall consist of four members, one being the Chair , none of whom shall be members of the Council.

24.4 All members of the Audit Committee shall have training and/or experience in financial management.

24.5 The Audit Committee shall meet regularly but no less than three (3) times in each financial year.

24.6 The Audit Committee shall have access to all financial records of the TCA.

24.7 The Audit Committee may make recommendations to the Council regarding the financial management of the TCA.

24.8 The Audit Committee shall report to each Annual General Meeting of members on its activities in the previous financial year.

25 **AFFILIATIONS.**

25.1 Subject to this Constitution and the Regulations, 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 fixtures, or canine activities shall be eligible to submit an application for affiliation with the TCA.

DRAFT

25.2 On approval of the new club, association, society or other body, affiliation will be granted.

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

25.3.1 The fee set out in the current scale of charges.

25.3.2 Two (2) copies of the proposed Constitution for Affiliates.

25.3.3 A copy of the minutes of the meeting convened to form the club and a completed application for affiliation.

25.3.4 A certificate signed by the President and Secretary of the applicant, setting out the names and addresses of financial members.

25.3.5 An undertaking in writing that, upon its admission as an affiliate of the TCA it will annually thereafter furnish to the Council, following its Annual General Meeting, a certified balance sheet and a copy of its annual report.

25.4 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:

25.4.1 A balance sheet in the form prescribed by the Council, the annual report submitted to members of the affiliate at such Annual General Meeting.

25.4.2 A copy of the minutes of such Annual General Meeting.

25.4.3 Any other information or documents which the Executive Officer or the Council shall require from time to time.

25.5 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.

25.6 Affiliation fees, as determined by Council, shall become due and payable on the first day of September in each year.

25.7 If an affiliate fails to pay its annual affiliation fee or to comply with Clause 24.4, Sub-Clauses 24.4.1 to 24.4.3 hereof, prior to the first day of December in each year, it shall be deemed to be unfinancial and until otherwise determined by the Council:

25.7.1 its affiliation is suspended; and

25.7.2 it shall not be entitled to any of the privileges to which an affiliate is entitled under this Constitution and/or the Regulations; but

25.7.3 it shall be subject to all obligations imposed upon an affiliate.

DRAFT

26 AMENDMENT OF THE CONSTITUTION.

26.1 This Constitution shall come into force forthwith and shall be the Constitution of the TCA and no part of the Constitution shall be varied, altered, repealed or amended, save at an Annual General Meeting or Special General Meeting of members, by a special resolution.

27 WINDING UP OF THE ASSOCIATION.

27.1 The Income and property of the TCA however derived shall be applied solely towards the promotion of the objects and purposes of the TCA 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.

27.2 Provided that nothing shall prevent the payment in good faith of reasonable and proper remuneration of any officer or servant or to any member 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.

27.3 If, upon the winding up or dissolution of the TCA 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 TCA but shall be given or transferred to some other company or association or having similar objects to the TCA 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 TCA., such organisation to be determined by the members of the TCA at or before the time of dissolution and in default thereof by such judge of the Supreme Court of Tasmania that may acquire jurisdiction in the matter.

27.4 In the event of the TCA being wound up:

27.4.1 Every member of the TCA and;

27.4.2 Every person who, within the period of twelve (12) months immediately preceding the commencement of the winding up, was a member.

27.4.2.1 is liable to contribute to the assets of the TCA for payment of the debts or liabilities of the TCA 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;

27.4.2.2 a former member is not liable to contribute in respect of any debt or liability of the TCA contracted after he or she ceased to be a member.

28 THE SEAL OF THE TCA.

28.1 The seal of the TCA is to be in the form of a rubber stamp inscribed with the words "Tasmanian Canine Association" encircling the word "Seal".

28.2 The seal is not to be affixed to any instrument except by the authority of the Council.

DRAFT

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

28.3.1 Two members of the Council; or

28.3.2 One member of the Council and The Executive Officer.

28.4 If a sealed instrument has been attested under paragraph 28.3, it is presumed, unless the contrary is shown, that the seal was affixed to that instrument by the authority of the Council.

28.5 The seal is to remain in the custody of The Executive Officer.

DRAFT