



Sydney Metropolitan Wildlife Services Inc

Constitution

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PART 1 - PRELIMINARY

1. Definitions

(1) In this constitution:

Act means the *Associations Incorporation Act 2009* (NSW).

Associate Member means a non-voting member of the Association who is neither an office bearer of the Association nor an ordinary member, and is ineligible to be a rescuer or carer.

Association means 'Sydney Metropolitan Wildlife Services Inc.'

Board means the office-bearers of the Association and is the governing body of the Association.

Board Members' Code of Conduct means the document of that name as approved by the Board from time to time.

Board Secretary means:

- (a) the person holding office under this constitution as Secretary of the Association, or, if no such person holds that office;
- (b) the Public Officer of the Association.

Board Treasurer means the person holding office under this constitution as Treasurer of the Association.

Branch means a defined region of the Association as approved by the Board.

Branch Committee means the sub-committee delegated by the Board to undertake the objects of the Association in a nominated geographical area of the Sydney metropolitan region.

Branch Executive means the executive members of a Branch Committee being the Chairperson, Vice Chairperson, Secretary, and Treasurer, office-bearers of the Board where applicable and any other ordinary members as the branch deems fit.

Branch Representative means the member elected to the Board by the members of their branch to represent the views of all members of that branch.

Director-General means the Director-General of the Department of Finance and Services.

Enduring Casual Vacancy means a casual vacancy which continues for a continuous period of three (3) months or more.

External Disputes Officer (EDO) is defined in section 12.

Executive in the case of any sub-committee other than a Branch Committee means the Chairperson, Secretary and any other member as the committee sees fit.

General Licence means the licence granted to the Association under the *National Parks and Wildlife Act 1974* (NSW) and in force for the time being.

Internal Disputes Officer (IDO) is defined in section 12.

ordinary committee member means a member of the committee who is not an office-bearer of the committee.

ordinary member means a member of the Association who is not an office-bearer of the Association.

policy means a set of rules or principles, as agreed by the Board, that guide actions and decision making within the Association.

Rescuer or Carer means an ordinary member or office bearer of the Association who holds a current authority to rescue and care for native wildlife.

the Regulation means the *Associations Incorporation Regulation 2016* (NSW).

Secretary means the person holding office under this constitution as Secretary of any sub-committee or branch Committee;

special general meeting means a general meeting of the Association other than an annual general meeting.

Sydney Wildlife Ballot Procedure means the document of that name as approved by the Board from time to time.

(2) In this constitution:

(a) a reference to a function includes a reference to a power, authority and duty, and

(b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

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

(4) This constitution, and any policy of the Association, is binding on all members of the Association.

PART 2 - OBJECTS

2. The objects of the Association

The objects of the Association are:

(1) to rescue, relocate or rehabilitate, sick, injured and/or orphaned native fauna with the sole purpose of releasing these animals back into their natural habitat. If the animal is unable to be rehabilitated to fend for itself and also be returned to the wild the Association and its members shall either:

(a) arrange to euthanase the animal in a humane manner, or

(b) subject to the requirements of NPWS licencing conditions, the Sydney Wildlife Education Animal Policy and any other relevant code of practice, arrange permanent care for the animal in as natural environment as possible so long as:

(i) the welfare of the animal is not prejudiced in any way, and

- (ii) the animal is housed in the care of a member provided the member has obtained approval from the Board, and
 - (iii) the animal is recorded on a register of animals kept in permanent care for the purpose of education in accordance with the policies of the Association.
- (2) to provide education and/or training to all levels of the community, and all members of the Association, on the dangers to, and the need to promote and protect, native wildlife and its habitat.
 - (3) to obtain and abide by the terms and conditions as set down in the General Licence from the National Parks and Wildlife Service and to follow National Parks and Wildlife Service general directives, policies and Codes of Practice regarding native fauna and their rehabilitation and care.

PART 3 - MEMBERSHIP

3. Membership generally

- (1) A person is eligible to be a member of the Association if:
 - (a) the person is a natural person, and
 - (b) the person has been nominated and approved for membership of the Association in accordance with clause 6, and
 - (c) the person has attained the age of eighteen years.
- (2) Honorary Life Membership may be granted by the Board to a person who has provided outstanding services to the Association. Honorary Life Members shall be entitled to vote and hold elected office and are exempt from paying the annual membership fee.
- (3) Associate membership may be granted by the Board. Associate members may be known as Friends, Companions or any other designation deemed appropriate by the Board. Associate members are not entitled to vote or hold elected office and are not authorised to rescue or care for wildlife.
- (4) Membership is renewable annually by application in accordance with Clause 10(2), on 1 July in each calendar year. All memberships, including Honorary Life memberships, must be renewed annually, although Honorary Life members are not required to pay the annual membership fee
- (5) As per the general conditions of the General Licence, members must reside within the area defined as the metropolitan area of Sydney.

4. Members' liabilities

- (1) The liability of a member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by clause 10

5. Membership entitlements not transferable

- (1) A right, privilege or obligation which a person has by reason of being a member of the Association:
 - (a) is not capable of being transferred or transmitted to another person, and
 - (b) terminates on cessation of the person's membership.

6. Nomination for membership

- (1) A nomination of a person for membership of the Association:
 - (a) must be made in writing in the form as determined by the Board from time to time.
 - (b) must be lodged including by email or other electronic means with the Board Secretary or, if delegated, to a membership coordinator.
 - (c) must be accompanied by the subscription fee and any fee associated with the entry level training package.
- (2) As soon as practicable after receiving a nomination for membership, the Board Secretary must refer the nomination to the Board which is to determine whether to approve or to reject the nomination.
- (3) Acceptance of the nominee's application for membership is conditional on satisfactory completion of an entry level training package as determined by the Board from time to time.
- (4) As soon as practicable after the Board makes a determination to accept or reject the nomination, the Board Secretary must:
 - (a) notify the nominee, in writing (including by email or other electronic means, if the Board so determines), that the Board approved or rejected the nomination (whichever is applicable) and specify any conditions or limitations if applicable, and
 - (b) if the Board rejected the nomination, refund to the nominee the sum paid under clause 6(1)(c) of this constitution.
 - (c) if the Board accepted the nomination, enter or cause to be entered the nominee's name in the register of members and, upon the name being so entered, the nominee becomes a member of the Association.

7. Cessation of membership

- (1) A person ceases to be a member of the Association if the person:
 - (a) dies, or
 - (b) resigns membership, or
 - (c) is expelled from the Association, or
 - (d) fails to pay the annual membership fee under clause 10(2) within two (2) months after the fee is due.
 - (e) Moves to live outside of the boundary of Sydney Wildlife's area of operation as specified on its General Licence (the metropolitan area of Sydney), and does not meet the criteria for membership of neighbouring wildlife groups, as set out in Clause 12 of the NPWS Rehabilitation of Protected Fauna Policy July 2010.
- (2) With respect to clause 7(1)(d) the Board may, at its discretion, permit a member more time to pay their annual subscription fee before they cease to be a member of the Association.

8. Resignation of membership

- (1) A member of the Association may resign from membership of the Association either verbally or in writing and may be effective immediately or in a timeframe agreed by the member and the Association. On the expiration of the period of notice, the member ceases to be a member. The Secretary (or delegate) shall confirm in writing (including letter, email, SMS text or other electronic means) receipt of the resignation.

- (2) If a member of the Association ceases to be a member under clause 8(1), and in every other case where a member ceases to hold membership, the Board Secretary must make, or cause to be made, an appropriate entry in the register of members recording the date on which the member ceased to be a member.
- (3) In the event of the expulsion or voluntary resignation of a membership, the Association shall not be liable to refund in whole or part the then current annual membership subscription fee paid in respect of that membership.
- (4) A member who ceases to be a member of the Association for any reason must immediately return to the Association their current authority and membership identification card.

9. Register of members

- (1) The Board Secretary or Public Officer of the Association must establish and maintain a register of members of the Association (whether in written or electronic form) specifying personal details such as name, postal and residential address, email address phone numbers and other details required to fulfil the objects of the Association of each person who is a member of the Association together with the date on which the person became a member.
- (2) The register of members must be kept at the main premises of the Association or on the organisation's official electronic repository.
- (3) The register of members must be open for inspection, free of charge, by any member of the Association at any reasonable hour.
- (4) A member of the Association may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.
- (5) If a member requests that their personal information (other than the member's name) contained on the general register not be available for the general membership to see, then that information will be removed from view of the general membership as per the member's request and not be made available for inspection..
- (6) A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
 - (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Association or other material relating to the Association, or
 - (b) any other purpose necessary to comply with a requirement of the Act or the Regulation.
- (7) If the register of members is kept in electronic form:
 - (a) it must be convertible into hard copy, and
 - (b) the requirements in clauses 9(2) and 9(3) apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

10. Fees and subscriptions

- (1) A member of the Association must, on admission to membership, pay to the Association a joining fee of \$30, or if some other amount is determined by the Board, that other amount, unless the joining fee has already been paid under clause 6(1)(c).
- (2) In addition to any amount payable by the member under clause 10(1), a member of the Association must pay to the Association either an annual membership renewal fee of \$30, or if some other amount is determined by the Board, that other amount.

- (3) Membership renewals must be paid before the 30th June in the year that the member's annual renewal is due. If a new member joins the Association between 1st January and 30th June in any calendar year, the membership renewal fee required under this clause shall not come into effect until the second renewal date from the date the new member joined the Association.
- (4) A Branch Committee may impose an additional subscription fee on members attached to that branch. This fee shall be reviewed from time to time as deemed necessary by the Branch Committee and shall be subject to the approval by the Board.

11. Rescuers and Carers

- (1) All rescuers and carers shall be members of the Association over the age of 18 years and authorised to undertake animal rescue and rehabilitation activities.
- (2) In order to be so authorised, a member must:
 - (a) successfully complete an Association entry level training course, or
 - (b) have equivalent qualifications as agreed by the Board, or
 - (c) have written exemption from the Board, and
 - (d) agree to abide by this constitution and all policies of the Association.
- (3) A member shall be authorised to rescue and care, upon recommendation and acceptance by the Board and will hold an identity card issued by the Association.
- (4) A rescuer or carer shall not be authorised or continue to hold an authorisation if:
 - (a) they also hold an authorisation, license or permit from another native animal or rescue and/or care group involved with the same species as the Association or are involved in any situation in which the rehabilitation of an animal is likely to be jeopardised unless specifically authorised to do so by the Board; or
 - (b) they have been found to operate in contravention of directions of the National Parks and Wildlife Service or laws pertaining to the prevention to cruelty to animals, protection to native fauna, or other laws relating to the Association's objects.

12. Intellectual Property

- (1) Materials that are created or developed by members of the Association during the execution of the Association's function (that is, created for the Association **for the purposeful use by the Association for its ongoing operations**) shall be given freely and become Sydney Wildlife's intellectual property.
- (2) Clause 12 (1) above includes, but is not limited to, the following:-

Name, logo, Sydney Wildlife publications, training materials, presentations (including photos/videos), website design and content, domain name, computer applications and databases developed for Sydney Wildlife, ideas and innovations.

13. General principles governing the resolution of disputes and complaints

- (1) Definitions: In clause 13 and clause 14:
 - (a) "Complaint" means any allegation against one or more members received in writing by the Board or a Branch Executive.

- (b) “Confidential information” includes all information, records and documents generated in the course of a dispute or complaint resolution process. Confidential information includes, but is not limited to: any document initiating a complaint or dispute resolution process; and all communications, recommendations, reports and decisions made in connection with a complaint or dispute resolution process.
 - (c) “Dispute” means any disagreement between two or more members, or between one or more members and the Association received in writing by the Board or a Branch Executive.
 - (d) “Dispute or complaint resolution process” means any process for dealing with a complaint or dispute in accordance with this clause and clause 14, and includes: an investigation; a mediation; a meeting dealing with a dispute or complaint; and the making of a recommendation, report, appeal or decision in relation to a complaint or dispute. A dispute or complaint resolution process also includes any communication made as part of such a process.
 - (e) “External Disputes Officer” or “EDO” means an external disputes officer appointed by the Board in accordance with clause 13(3).
 - (f) Internal Disputes Officer or “IDO” means an internal disputes officer appointed by the Board in accordance with clause 13(3).
 - (g) References to “this clause” are references to the entirety of clause 13; in clause 14, references to “this clause” are references to the entirety of clause 14.
- (2) Principles: All dispute or complaint resolution processes will be conducted in accordance with this constitution, any policies and procedures adopted by the Board, and the following principles:
- (a) Confidentiality:
 - (i) Subject to clauses 13(2)(a)(ii) and 13(2)(a)(iii), any person who generates, communicates, receives or otherwise becomes aware of confidential information must maintain the confidentiality of that information, and must not disclose the information to any person who is not authorised to receive it by this constitution or the applicable policies and procedures.
 - (ii) The Board may, by resolution, release confidential information to persons not involved in the dispute or complaint resolution process, where it is obliged to by law or when it determines such disclosure to be in the best interests of the Association. The Board may redact from that disclosure such information as it considers necessary or desirable to safeguard the privacy of any person.
 - (iii) The Board or Branch Executive will not accept anonymous complaints. The Board or Branch Executive may receive a complaint from a Sydney Wildlife member (or member of the public). In these circumstances the complainant must make their identity known, in strict confidence, to the Sydney Wildlife Board or Branch Executive and to submit any relevant evidence for consideration and, if appropriate, further action. Subject to clause 13(2)(a)(ii), and where this is practical, the Board or Branch Executive will honour requests for anonymity or confidentiality. The Board, Branch Executive or IDO will inform the complainant of any release of identifying information; and the reasons why this has occurred / will occur.
 - (iv) This clause is subject to any requirements of the law relating to the disclosure of information.
 - (b) Fairness, impartiality and efficiency:
 - (i) All dispute or complaint resolution processes will be free from formalities and legal forms. They will be conducted in a fair, timely and efficient manner.
 - (ii) Any decisions made on behalf of the Association in relation to a complaint or dispute will be based on an objective assessment of all available and relevant information.

- (iii) Any person performing an investigative, decision making or facilitating role in a dispute or complaint resolution process (including IDOs, EDOs and Board and committee members) will act impartially. If such a person has a personal or financial interest in the subject matter of the complaint or dispute, he / she must declare that interest to the Board, and recuse themselves. The Board will nominate a replacement for the person who has recused him / herself in accordance with this clause.
- (iv) Subject to any restrictions on disclosure imposed by the law, and/or adherence to principle of confidentiality as described in clause 13(2)(a), any person who is the subject of a complaint or directly involved in a dispute is entitled to receive, in a timely manner, all information relevant to that dispute or complaint (including a copy of any communication and / or complaint that relates to him / her); and to be afforded a reasonable time and opportunity to respond to such information.
- (v) For the purposes of clause 13(2)(b)(iv) a person who is the subject of a complaint or directly involved in a dispute shall be taken to be a person who is authorised, under clause 13(2)(a)(i), to receive the information referred to in clause 13(2)(b)(iv).
- (vi) All persons involved in a dispute or complaint resolution process shall treat each other fairly and with respect. This includes refraining from making unfounded allegations, using inflammatory, discriminatory or inappropriate remarks, or intimidating, harassing or abusing others involved in the process in any manner.

(3) Internal and External Disputes Officers:

- (a) Subject to this subclause, the Board may appoint Internal Disputes Officers (**IDOs**) and External Dispute Officers (**EDOs**), to perform the respective functions listed below, in accordance with this constitution and the applicable policies and procedures:
 - (i) For an IDO: to facilitate the informal resolution of disputes.
 - (ii) For an EDO: to act as an independent, external facilitator in the resolution of disputes; conduct independent investigations into complaints; report to the Board in relation to disputes and complaints.
- (b) A person may be appointed by resolution of the Board as an IDO or an EDO for an initial period of 12 or 24 months. The Board may renew such an appointment if the appointed person continues to comply with this clause and Clause 13. Several IDOs and EDOs may be appointed at any time. IDOs may, but need not, be attached to a Branch.
- (c) To be appointed as an IDO or EDO, a person must be above the age of 18 and have a sound knowledge of this constitution and any policies and procedures relating to complaints or disputes. The following specific requirements and restrictions also apply:
 - (i) A person is eligible to be an IDO only if he / she is a member of the Association. If an IDO's membership of the Association ends before the expiration of their appointment as an IDO, the appointment ceases at the same time.
 - (ii) A person is not eligible for appointment as an EDO if:
 - (A) he / she is a current member of the Association; or
 - (B) he / she has been a member of the Association in the 12 months prior to their appointment (or proposed appointment) as an EDO.
- (d) Subject to clause (e and f) below, the Board may withdraw a person's appointment as an IDO or EDO in its absolute discretion, by giving the person seven days' notice in writing. A person may withdraw from their position as an IDO or EDO by giving the Board seven days' notice in writing.

- (e) The decision by the Board to withdraw someone as an IDO cannot be made mid-negotiation or mid-dispute. In other words, cannot occur in the period commencing from the nomination of the appointment of the person to a particular dispute and the conclusion of those proceedings.
 - (f) This clause does not preclude the appointment of IDOs and EDOs on an *ad hoc* basis, where necessary, for the purposes of clause 14.
 - (g) If at any stage of a dispute or complaint resolution process any person (including an EDO or IDO) is unable to perform their functions for any reason, the Board may appoint an ad hoc replacement in order for the process to complete in a timely manner.
- (4) Support persons, technical experts and witnesses:
- (a) A member involved in a dispute or complaint resolution process may arrange the assistance of a support person, technical experts (e.g. veterinarians, accountants) or witnesses at their own expense. Support persons, technical experts or witnesses may attend meetings associated with the dispute or complaint resolution process, subject to the following conditions:
 - (i) A support person is not a formal representative (legal or otherwise) of the member involved and may only participate in the process to the extent of providing emotional support to the member. The support person does not have standing to make submissions or representations in any dispute or complaint resolution process.
 - (ii) A technical expert or witness is not a formal representative (legal or otherwise) of the member involved and may only participate in the process to the extent of providing evidence or professional opinion to support the member's case. The technical expert or witness does have standing to make submissions or representations in any dispute or complaint resolution process; but may also be interviewed by the IDO, EDO or Board conducting the dispute or complaint resolution process.
 - (iii) A support person, technical expert or witness is subject to the requirements of this clause and section 14, as well as, any policies and procedures adopted by the Board. When an IDO, an EDO or the Board, is involved in the dispute or complaint resolution process then, they (or in any case, the Board) may exclude a support person from the process at any time if they have formed the view that the support person has not complied with those requirements of this clause and clause 14.
 - (b) An IDO, EDO or Board undertaking a dispute or complaint resolution process may arrange technical experts or witnesses to assist with the investigation. Payment of any expenses arising from this assistance will require prior approval of either the Board or Branch Chairperson.

14. Resolution of Disputes and Complaints

(1) Operation

- (a) This clause should be read together with clause 13 and any applicable policies and procedures of the Association.

(2) Disputes between members

- (a) Subject to clauses 14(3) and 14(4) below, disputes between two or more members will be resolved in accordance with the process set out in subparagraphs 14(2)(b) – 14(2)(i) below.
- (b) Where two or more members are unable to resolve a dispute between them, the dispute resolution process may be initiated in the following manner:

- (i) The members serve a joint notice of the dispute on the Branch Secretary for a Branch to which one or more of them belong or, one or some of the members in dispute serve a notice of the dispute on the Branch Secretary for a Branch to which one or more of them belong. If the dispute involves a member of that Branch Executive, the notice may be served on the Board.
 - (ii) The Branch Secretary on whom a notice of dispute is served must as soon as practicable provide a copy of that notice to any member who is the subject of the notice and to all members of the Branch Executive.
 - (iii) If more than one Branch Secretary has received notices seeking resolution in relation to the same dispute, they must agree which Branch Executive will have responsibility for it. Failing such agreement, the Board will determine which Branch Executive will be responsible.
- (c) As soon as possible after receiving the notice in clause 14(2)(b), the relevant Branch Executive will refer the dispute, and associated communication, to an IDO attached to the Branch. If an IDO is not available, the Branch Executive will nominate a member of the Executive to perform the function of an *ad hoc* IDO in the specific dispute, and refer the communication to that person.
- (d) Within 14 days of receiving the document referred to in clause 14(2)(c) above, the IDO will organise an informal meeting with the member(s) who submitted the notice under clause 14(2)(b), and any other member referred to in, or directly affected by, the notice. The IDO will ensure that all members invited to the meeting are given:
- (i) Information about role of the IDO and the principles set out in clauses 13(2) and 13(3); and
 - (ii) A copy of the notice submitted under clause 14(2)(b).
- (e) At the first informal meeting with the IDO, the members will be asked to agree that the IDO is impartial. If the members do not so agree, the dispute will be referred to the Branch Chairperson who will nominate another IDO (whether or not the IDO is attached to the same Branch). The IDO to whom the Branch Chairperson refers the matter will then perform the function of an IDO for the purposes of the dispute.
- (f) The IDO will work cooperatively with the parties, with the aim of coming to a fair and amicable resolution of the dispute. He / she may hold one or more meetings with all the parties. If the IDO is unable to achieve a resolution within four weeks of receiving the matter, and unless the parties jointly agree to extend this period by a further two weeks, the IDO must refer the matter to an EDO as follows:
- (i) The referral must be made in writing, attaching a copy of the notice under clause 14(2)(b) and any relevant subsequent communications; and
 - (ii) The IDO must at the same time inform the parties and the relevant Branch Chairperson of the referral.
- (g) An EDO will seek to resolve the dispute within 28 days of receiving the referral in clause 14(2)(f) as follows:
- (i) The EDO may convene one or more meetings with the parties. At those meetings, the EDO will explain to the parties his / her role, and conduct a fresh review of the dispute.
 - (ii) The EDO will seek to assist the parties to come to a fair and amicable resolution. If the dispute is resolved, the EDO may require the parties to sign a written statement confirming the resolution. The statement, or a brief report by the EDO to that effect, must be sent by the EDO to the Branch Executive within seven days of the resolution of the dispute.

- (h) If no resolution is reached within 28 days of the referral to the EDO under clause 14(2)(f), the EDO will prepare a written report to the Board. The report must be submitted within seven days of the last meeting with the parties. The report will:
 - (i) state the nature of the dispute and briefly set out the steps taken to resolve it;
 - (ii) annex all relevant documents, including those referred to in clause 14(2)(f)(i) above;
 - (iii) set out the EDO's recommendations for how the Board may resolve the dispute; and
 - (iv) be sent to the Board and to the parties involved in the dispute.
- (i) Once the Board receives the EDO's report under clause 14(2)(h), it will:
 - (i) invite the parties to respond to the report and request any other information the Board considers relevant to its decision;
 - (ii) give the parties a reasonable opportunity to respond (in a manner considered by the Board to be appropriate), and consider the parties' submissions; and
 - (iii) make a final decision on the dispute, and send a written notification thereof to the relevant Branch Secretary and the members involved. A decision under this clause 14(2)(i)(iii) is final and not subject to further review.

(3) Complaints

- (a) Subject to clauses 14(4) and 14(5), complaints against members will be dealt with in accordance with this clause 14(3).
- (b) Any member of the Association or an external party may submit a written complaint to the Board Secretary accusing a member of the Association of:
 - (i) refusing or neglecting to comply with a provision of this constitution, policies or procedures of the Association, statutory laws or industry codes of practice for animal care; or
 - (ii) wilfully acting in a manner prejudicial to the interests of the Association.
- (c) On receiving a complaint in writing, the Board may:
 - (i) refer the matter to be dealt with in accordance with the dispute resolution process under clause 14(2);
 - (ii) deal with the matter in accordance with clauses 14(3)(d) – 14(3)(i) below; or
 - (iii) refer the complaint to the relevant regulatory authority in accordance with Subclause 14(6)(b)(iii), or
 - (iv) if in the view of the Board the complaint is frivolous or vexatious or offensive, it may refer the complaint to an IDO [or EDO] for assessment. The IDO (or EDO) shall conduct such investigations as he or she thinks fit and make a recommendation to the Board to receive or reject the complaint under this subsection.
- (d) If the Board decides to deal with the complaint, the Board:
 - (i) Must send the complainant and the member who is the subject of the complaint a notice of its decision to deal with the complaint under clause 14(3)(c)(ii), attaching a copy of the complaint and a copy of sections 13 and 14 of the constitution; and
 - (ii) Must refer the matter to an IDO for investigation and report.
- (e) An IDO to whom a complaint is referred under clause 14(3)(d) must investigate the complaint fairly and impartially, as follows:

- (i) ensure the member the subject of the complaint is aware of the matters alleged against him / her, and of the steps to be taken in the investigation process;
 - (ii) conduct an impartial and objective investigation in accordance with the principles in clause 13(2);
 - (iii) give the member who is the subject of the complaint an adequate opportunity to comment orally or in writing on the complaint, and on any other matters which the IDO considers relevant to his / her decision;
 - (iv) conclude his / her investigation with 28 days of receiving the referral from the Board under clause 14(3)(d)(ii); and
 - (v) within seven days of the conclusion of the investigation, send a written report to the Board and to the member affected, setting out the allegation, the evidence considered, and the IDO's relevant factual findings. The IDO should not make recommendations as to what steps the Board may take against the member.
- (f) Upon receipt of the IDO's report referred to in clause 14(3)(e)(v), the Board may:
- (i) dismiss the complaint, and inform the complainant and the member who is the subject of the complaint of its decision in writing; or
 - (ii) if it is of the view that the complaint has merit, send the member who is the subject of the complaint a written notification of this view, and give him / her at least 14 days to make submissions to the Board in connection with the matter (or such further time as the Board considers appropriate).
- (g) The Board must duly consider the complaint and any submissions made in connection with the complaint, and must be satisfied that the facts alleged in the complaint have been proved and the disciplinary action determined is warranted in the circumstances.
- (h) If the Board is satisfied that the allegations against the member under clause 14(3)(b) have been established, it may, by resolution, do any of the following:
- (i) expel the member if his / her acts or omissions are considered particularly serious or considered 'gross misconduct' such as, but not limited to the following unlawful behaviours; bullying, discrimination, harassment, wilful theft or damage, fraud, any criminal act involving cruelty to animals
 - (ii) suspend the member from membership of the Association for a specified period;
 - (iii) restrict the member's authorisation to undertake animal rescue and rehabilitation activities under section 11 for a specified period;
 - (iv) suspend the member from Board or Branch Executive roles;
 - (v) impose less punitive measures, such as issuing a formal reprimand, directing the member to undertake further training or refrain from certain activities, or requiring the member to make an apology to persons aggrieved by his / her acts or omissions.
 - (vi) For a full list of potential disciplinary actions refer to *Sydney Wildlife Standard Disciplinary Actions in Response to Audits, Complaints or Disputes*.
- (i) If the Board expels, suspends or otherwise disciplines a member, the Board Secretary must, within seven (7) days after the action is taken, cause written notice to be given to the member of the action taken, and of the reasons given by the Board for having taken that action, and of the member's right of appeal under clause 14(4).

(4) Right of appeal of disciplined member in the complaints process.

- (a) A member may appeal the Board's decision on disciplinary action following the outcome of the complaints process by way of a hearing with the full membership of the Board at a meeting with the member and the Board.
- (b) The member must lodge their appeal within seven (7) days after notice of the resolution is served on the member by lodging with the Board Secretary a notice to that effect.
- (c) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (d) On receipt of a notice from a member under clause 14(4)(b), the Board Secretary must convene a meeting between the member and the full Board within fourteen (14) days after the date on which the Board Secretary received the notice.
- (e) In accordance with clause 13(4), the member is entitled to invite a support person(s), technical experts or witnesses to the appeal hearing with the Board.
- (f) The member's appeal will be considered in accordance with the *Sydney Wildlife Standard Disciplinary Actions in Response to Audits, Complaints or Disputes*.
- (g) The Board's resolution following the appeal hearing is a final decision of the complaint and is not subject to further review.

(5) Board's power to intervene

- (a) Despite the provisions of clauses 14(2) and 14(3) above, if the Board considers it to be in the best interests of the Association, the Board may call in any dispute or complaint and make a final decision on it. The Board may do so whether or not a dispute or complaint resolution process is in progress. If the Board calls in a matter under this subclause:
 - (i) the Board will comply with the principles in clause 14(2);
 - (ii) the Board will give the individuals affected a written statement of reasons for its decision to act under this clause, as well as a written statement of reasons for its determination in the matter;
 - (iii) the Board may refer the matter to mediation or other form of dispute resolution before making a final decision; and
 - (iv) any decision by the Board under this clause is final and not subject to review.
- (b) The Board may at any time refer a matter which is being dealt with under clause 14(5) as a dispute to be investigated as a complaint, if the Board is satisfied that there are allegations against one of the parties to the dispute which fall within clause 14(6)(b). Where the Board makes such a referral:
 - (i) the process under clause 14(5) is suspended until a further decision of the Board.
 - (ii) if the member the subject of the complaint is subsequently expelled by the Board, the process under clause 14(5) terminates.

(6) Matters involving potential criminal offences

- (a) If any member of the Association becomes aware of a potential criminal offence being undertaken by an Association member, or impacting on the Association, such as cruelty to animals, theft or misuse of Association funds, he / she must notify the Board immediately.
- (b) Depending on the seriousness and/or the urgency of the allegations and the available evidence, the Board may:

- (i) carry out a preliminary investigation under the complaints handling process (clause 14(2)) to determine if there is sufficient evidence to support the allegations;
- (ii) immediately refer the matter and all available communications and documentation to the regulatory authority;
- (iii) refer the matter to the relevant regulatory authority at any time in the complaints handling process; and/or
- (iv) dismiss the matter due to a lack of evidence.
- (v) If the Board takes any of the actions referred to in clauses 14(6)(b), it may immediately suspend the relevant member for the duration of the relevant process or procedure.
- (c) If the Board carries out a preliminary investigation under clause 14(6)(b), it may at any time carry out an inspection of the relevant member's facilities. If the member refuses to allow the inspection to take place or obstructs or refuses to cooperate in the carrying out of the inspection, the Board may suspend the member.
- (d) If any matter, which is the subject of a dispute or complaint resolution process, has been referred to the relevant authority under subparagraph (a), all related processes under clauses 14(2) - 14(5) above are suspended.
- (e) Any member who is the subject of a criminal investigation, relating to animals or other interests of the Association, is automatically suspended pending finalisation of the relevant investigations and proceedings.
- (f) Once a dispute or complaint resolution process has been suspended due to a referral of a matter to the relevant authority, it may only be recommenced by a decision of the Board.
- (g) Irrespective of clause 14(6)(a), any member may directly report to the relevant authority a potential criminal offence being undertaken by an Association member, or impacting on the Association.
- (h) It is the responsibility of any member knowingly the subject of a criminal offence investigation referred under clause 14(6) to inform the Board of the outcome of the investigation.
- (7) In taking any action under clause 14(6) the Board must comply with the requirements of clauses 13(2), 14(2), 13(4) and 14(4), amended or adjusted as necessary to suit the circumstances of the particular case.

PART 4 - THE BOARD

15. Powers of the Board

- (1) Subject to the Act, the Regulation and this constitution and to any resolution passed by the Association in general meeting, the Board:
 - (a) is to control and manage the affairs of the Association, and
 - (b) may exercise all such functions as may be exercised by the Association, other than those functions that are required by this constitution to be exercised by a general meeting of members of the Association, and
 - (c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Association; and

(d) has the power to establish policies for the Association taking into account recommendations from the membership and/or sub-committees which are binding on all members and sub-committees.

16. Composition and membership of the Board

- (1) The Board is to consist of the office bearers of the Association:
 - (a) Secretary
 - (b) Treasurer
 - (c) Office and Records Manager
 - (d) Public Relations Officer
 - (e) Animal Welfare Officer
 - (f) Northern Beaches Branch Representative
 - (g) Northern Districts Branch Representative
 - (h) North West Branch Representative
 - (i) South West Branch Representative
 - (j) Inner West/Eastern Suburbs Branch Representative
- (2) Any member (and only a member who is a Rescuer or Carer) may hold only one of the above positions at any time.
- (3) The five Branch Representatives are to be elected biennially, in the even years, from each Branch by the members of their Branch.
- (4) The Branch Representative must be a member of the Branch they are representing and must attend meetings of that Branch *or provide a written report to their branch secretary if unable to attend*.
- (5) The five remaining Board members are to be elected biennially, in the odd years, by all members of the Association.
- (6) The Chairperson, Vice Chairperson, and Public Officer are to be appointed by the Board at the first meeting after each annual general meeting.
- (7) There is no maximum number of consecutive terms for which a Board member may hold office.
- (8) Each member of the Board is, subject to this constitution, to hold office until the conclusion of the applicable annual general meeting following the relevant date of the member's election, but is eligible for re-election.

17. Election of Board members

- (1) Nominations of candidates for election as office-bearers of the Association shall:
 - (a) be made in writing, signed by two (2) members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
 - (b) be delivered to the Board Secretary, or Returning Officer by a date specified by the Board.
- (2) Nominees shall submit a statement of any relevant background, qualifications and/or experience with their nomination as detailed in clause 17(1).

- (3) Nominees for the Board Treasurer must possess a recognised accounting qualification or such other combination of qualifications and experience as the Board considers suitable, and will provide documentary evidence of such.
- (4) In the absence of any suitably qualified nominees for the position of Board Treasurer, the position will be regarded as a casual vacancy.
- (5) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and further nominations are to be received for those positions still vacant at the annual general meeting.
- (6) If insufficient further nominations are received, any vacant positions remaining on the Board are taken to be casual vacancies.
- (7) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (8) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held, as follows:
 - (a) for Branch Representatives, the ballot will be conducted within the associated Branch only
 - (b) for Board positions other than Branch Representative, the ballot will be conducted across the entire membership of members who are eligible to vote.
- (9) Any ballot is to be conducted in accordance with the policy of the Association, as prescribed by the Board, from time to time. (See Sydney Wildlife Ballot Procedure)

18. Secretary

- (1) The Board Secretary must, as soon as practicable after being appointed, lodge notice with the Association of his or her address.
- (2) It is the duty of any secretary to keep minutes of:
 - (a) all appointments of office-bearers and members of the Board, Branch or sub-committee, and
 - (b) the names of members of the Board or sub-committee present at a Board, Branch or sub-committee meeting and members at a general meeting, and
 - (c) all proceedings at Board meetings, Branch, sub-committee meetings and general meetings.
- (3) Minutes of proceedings at a meeting must be approved by resolution of the Board at the next succeeding meeting.
- (4) Draft minutes shall be distributed to Board members within 14 days of a meeting. After draft minutes are approved at the following Board meeting, they shall be available to all members
- (5) Minutes of all sub-committee meetings shall be copied to the Board Secretary in accordance with clause 17(2) and any other member or sub-committee as considered appropriate.
- (6) It is the duty of the Board Secretary to:
 - (a) receive and send correspondence* on behalf of the Association or the Board; and
 - (b) maintain a register of all incoming and outgoing correspondence to/from the Board Secretary.
 - (c) *Correspondence* referred to in (6)(a) includes:- postal and electronic mail addressed to the Secretary, messages received via the Association's social media presences and email received via the public website.

- (7) The Secretary may delegate the duties of managing correspondence from social media and the public website to an experienced member who is appointed by the Secretary to undertake those duties.
- (8) All incoming correspondence will be communicated promptly to the Board, Branch Executives or sub-committees as appropriate.
- (9) The Board Secretary will fulfil the role of Public Officer for the Association unless the Board elects another person to be the Public Officer for the Association.

19. Treasurer

- (1) It is the duty of the Treasurer of the Association to ensure:
 - (a) that all money due to the Association is collected and received and that all payments authorised by the Association are made, and
 - (b) that all funds raised and donations received are dealt with in accordance with the requirements of the *Charitable Fundraising Act 1991* NSW or any other legislation binding upon the Association, and
 - (c) that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association, and
 - (d) that financial books, records and documents relating to the current financial year are kept either in the main office of the Association or in his or her custody or under his or her control, and
 - (e) that financial statements are prepared and tabled at each annual general meeting of the Association.
- (2) In accordance with clause 17(3) the Board Treasurer must possess a recognised accounting qualification or such other combination of qualifications and experience as the Board considers suitable.

20. Office and Records Manager

- (1) It is the duty of the Office and Records Manager to ensure the following activities are fulfilled – being delegated to other members or undertaking these roles him/herself:
 - a) oversee the management of day-to-day running of the Sydney Wildlife Rescue Office*;
 - b) oversee the management of the Sydney Wildlife Rescue Line Rosters*;
 - c) oversee the coordination of Sydney Wildlife's stores of animal food and equipment*;
 - d) assist the Board Secretary in managing membership record keeping;
 - e) manage the Animal Record Keeping Database; and
 - f) provide statistical reports on the Association's wildlife rescue and care performance to meet the Association's licence obligations, to guide future planning, and priority setting; and inform the community.
- * These activities are usually undertaken by other members who provide a significant and long term commitment to these essential tasks. The role of the Office and Records Manager is to facilitate these activities and ensure that the members undertaking such tasks are valued and supported in carrying out this work.

21. Public Relations Officer

- (1) It is the duty of the Public Relations Officer to:
 - 1) design, develop and implement communications programs to manage and enhance internal and external understanding of the organisation's strategies, achievements and objectives;
 - 2) manage the editing, publication and distribution of the Association's internal communication channels;

- 3) manage the effective promotion and positioning of the Association's image in external markets, consistent with the Association's branding strategy and maximising positive exposure;
- 4) develop media and recruitment campaigns to mainly target "black hole" areas to gain new members; and
- 5) oversee and secure fundraising, grants and sponsorship opportunities in line with the Association's Sponsorship Policy.

22. Animal Welfare Officer

- (1) The Animal Welfare Officer must possess a recognised veterinary qualification (veterinarian or experienced veterinary nurse, or such other combination of qualifications and experience as the Board considers suitable, eg. zookeepers).
- (2) It is the duty of the Animal Welfare Officer to:
 - a) oversee the implementation of best practice animal care and welfare principles within the Association;
 - b) provide or source veterinary advice to develop or review the Association's animal care modules of its training program; and
 - c) provide specialist technical advice to the Board in investigating animal welfare complaints.
 - d) Liaise and confer information between the Treatment and Study Care Group and the Board on animal treatment research and best care practices.
 - e) Attend monthly Board meetings and provide a report on activities to the Board

23. Branch Representatives

- (1) Nominations of Branch Representatives will be:
 - a) made in writing, signed by two (2) members from their Branch and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
 - b) delivered to the Board Secretary, or Returning Officer by a date specified by the Board.
- (2) If there is more than one nomination for a Branch Representative, the Branch shall conduct a ballot (in accordance with the Association's Ballot Procedure) of those branch members entitled to vote in accordance with the constitution, in order to select their branch representative.
- (3) Branch representatives are to represent the views of members of the branch and to act in the best interests of all members of the Association.

24. Casual vacancies

- (1) A casual vacancy in the office of a member of the Board occurs if the member:
 - (a) dies;
 - (b) ceases to be a member of the Association;
 - (c) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth;
 - (d) resigns office by notice in writing given to the Board Secretary;
 - (e) is removed from office under clause 25;
 - (f) becomes a person with impaired mental capacity;

- (g) is absent without the consent of the Board from three (3) consecutive meetings of the Board;
 - (h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than three (3) months;
 - (i) is a Branch Representative who has requested, and been granted, a temporary leave of absence for a period of not less than two (2) and not greater than six (6) months; or
 - (j) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* of the Commonwealth.
- (2) In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a member of the Association to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of the annual general meeting next following the date of appointment.
- (3) In the event that the casual vacancy is due to clause 24(1)(i), the Branch may nominate another member from that Branch (with full voting rights) to temporarily fill the vacancy until the return of the current incumbent.
- (4) In the event that an Enduring Casual Vacancy on the Board is that of a Branch Representative, the Board shall consult the Branch Committee regarding nominations for the position.
- (5) In the event that a Board member is suspended from membership of the Association or the Board, the Board may appoint another person to act as a Board member for the duration of the suspension.

25. Removal of Board members

- (1) The Association in general meeting may by resolution remove any member of the Board from their elected office before the expiration of the member's term of office and may by resolution appoint another member to hold office until the expiration of the term of office of the member so removed.
- (2) If a member of the Board to whom a proposed resolution referred to in clause 25(1) relates makes representations in writing to the Board Secretary or chairperson (not exceeding a reasonable length) and requests that the representations be notified to the members of the Association, the Board Secretary or chairperson may send a copy of the representations to each member of the Association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.
- (3) The Board may, by resolution, remove a Board member he/she:-
- a) commits a breach of the *Prevention of Cruelty to Animals Act 1979 (NSW)*;
 - b) commits a breach of the Board Confidentiality Agreement;
 - c) commits a breach of the Board Members' Code of Conduct; or
 - d) in the opinion of the Board acting reasonably:
 - (i) brings the organisation into serious disrepute;
 - (ii) defames any of its members; or
 - (iii) acts consistently in a manner contrary to the best interests of the Association.

26. Board meetings and quorum

- (1) The Board must meet at least 3 times in each period of 12 months at such place and time as the Board may determine.

- (2) Additional meetings of the Board may be convened by agreement of the Board.
- (3) Oral or written notice of a meeting of the Board must be given by the secretary to each member of the Board at least 48 hours (or such other period as may be unanimously agreed on by the members of the Board) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under clause 26(3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.
- (5) Any five (5) members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.
- (6) No business is to be transacted by the Board unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (8) At a meeting of the Board:
 - (a) the chairperson or, in the chairperson's absence, the vice-chairperson is to preside; or
 - (b) if the chairperson and the vice-chairperson are absent or unwilling to act, such one of the remaining members of the Board as may be chosen by the members present at the meeting is to preside.
- (9) Subject to clause 26(5), the Board may act despite any vacancy on the Board.

27. Delegation by Board to sub-committee

- (1) The Board may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the Association as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
 - (a) this power of delegation, and
 - (b) a function which is a duty imposed on the Board by the Act or by any other law.
- (2) A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (3) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Despite any delegation under this clause, the Board may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.
- (6) The Board may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (7) A sub-committee may meet and adjourn as it thinks proper.
- (8) Following the appointment of any further Branch Committee(s), the Board shall either nominate a member residing in that area or nominate a Branch representative to call an annual general meeting of members residing in that area during which at least the following business shall be transacted:

- (a) the election of Branch executive positions, except the Branch representative to the Board, who shall be elected as outlined in clause 29(3), and
 - (b) the agreement of the Branch Committee to abide by the objects, powers and functions as delegated by the Board.
- (9) All Branch Executives are to comprise the positions as stated in clause 29(2).
- (10) Following the initial annual general meeting of any Branch committee, subsequent annual general meetings will be held in accordance with sub clause 32(2)
- (11) Following the appointment and delegation of a function or power to any other sub-committee, the Board shall specify when and by what method the sub-committee shall call and convene its inaugural annual general meeting at which at least the following business will be transacted:
- (a) the election of the sub-committee executive positions, and
 - (b) the agreement of the sub-committee to abide by the objects, powers and functions as delegated by the Board.

PART 5 - BRANCH COMMITTEES AND SUB-COMMITTEES

28. Powers of the Branch or sub-committee

- (1) Subject to the Act, the Regulation and this constitution and any direction from the Board, and to any resolution passed by the Association or Branch in general meeting, a Branch Committee established under clause 27 shall:
- (a) control and manage the affairs of the Branch
 - (b) ensure that regular Branch meetings are held in accordance with clauses 31, 32 and 33
 - (c) ensure that support and guidance is provided to rescuers and carers as required.
- (2) A sub-committee may be established, by instrument in writing, as per clause 27 to undertake the functions specified in the instrument.
- (3) A function, the exercise of which has been delegated to a sub-committee under clause 27 may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (4) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under clause 27 has the same force and effect as it would have if it had been done or suffered by the Board.
- (5) Subject to clauses 31 and 33 a branch or sub-committee may meet and adjourn as it thinks proper.

29. Constitution and membership

- (1) Branches shall be made up of members residing in the relevant geographical area as defined by the Board from time to time and other members whose allocation to that Branch has been approved by the Board.
- (2) The Branch Executive is to consist of:
- (a) Chairperson;
 - (b) Vice-Chairperson;
 - (c) Secretary;

- (d) Treasurer;
 - (e) Office bearers of the Board who are members of the relevant Branch; and
 - (f) And any other ordinary members as the Branch sees fit.
- (3) The sub-committee Executive is to consist of:
- (a) Chairperson;
 - (b) Secretary; and
 - (c) any other elected member.
- (4) It is the duty of the Treasurer of any Branch or sub-committee to:
- (a) ensure that all money due to the Branch or sub-committee is collected and received and that all payments authorised by the Branch or sub-committee are made,
 - (b) ensure that correct books and accounts are kept showing the affairs of the Branch or sub-committee, including full details of all receipts and expenditure connected with the activities of the Branch or sub-committee,
 - (c) provide a copy of these accounts on a monthly basis to the Board Treasurer. These records shall be completed and delivered to the Board Treasurer within 30 days of the end of each month, and
 - (d) ensure that any directives properly given by the Board Treasurer relating to the financial affairs of the Association are complied with.

30. Removal of a Branch or Sub-committee member

- (1) In the case of a Branch Executive member, the Branch may by resolution:
- (a) remove any member of the Branch Executive from office before the expiration of the member's term; and
 - (b) appoint another member to hold office until the expiration of the term of office of the member so removed.
- (2) If the Branch Executive Member (or former Branch Executive Member) wishes to lodge a dispute in relation to their removal then they may do so in accordance with the "Disputes between members" process referred to in clause 14(2) above.
- (3) In the case of a sub-committee executive member other than a Branch Committee:
- (a) the sub-committee may by resolution remove any executive member of the sub-committee from office before the expiration of the member's term of office and may by resolution appoint another member to hold office until the expiration of the term of office of the member so removed; and
 - (b) if a sub-committee Executive member (or former sub-committee Executive member) wishes to lodge a dispute in relation to their removal then they may do so in accordance with the "Disputes between members" process referred to in clause 14(2) above.

PART 6 - GENERAL MEETINGS

31. General meetings – holding of

- (1) Any general meeting, Board, Branch or sub-committee meeting may be held at more than one venue using technology which enables members in different places to participate.

(2) Association general meetings

- (a) The Association may hold general meetings of its members. Generally this will be at least once per year in addition to the annual general meeting.

(3) Branch and sub-committee general meetings

- (a) Branches and sub-committees must hold general meetings of their members at least 3 times in each period of 12 months at such time and place as the Branch or sub-committee may determine.
- (b) Additional meetings of the branch or sub-committee may be convened by agreement of the branch or sub-committee.

32. General meetings – calling of and business at

(1) Association general meetings

- (a) A general meeting of the Association may be convened on such date and at such time as the Board thinks fit.
- (b) Oral or written notice of a meeting of the Association must be given by the Board Secretary to each member in accordance with clause 33.

(2) Branch general meetings

- (a) Oral or written notice of a meeting of the Branch must be given by the Secretary to each member of the Branch in accordance with clause 34.
- (b) In accordance with clause 37(2) , any four (4) members of the Branch Executive constitute a quorum for the transaction of the business of a meeting of the Branch.

33. Annual general meetings - holding of

(1) The Association must hold its annual general meeting:

- (a) within 6 months after the close of the Association’s financial year; or
- (b) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

(2) Any Branch or sub-committee must hold its annual general meeting:

- (a) in the month of July of each year; and
- (b) at such date, place and time as the Branch Committee or sub-committee sees fit.

(3) Any new Branch Committee shall hold its inaugural annual general meeting in accordance with rule 27(8) and thereafter in accordance with clause 32(2).

(4) Any other sub-committee shall hold its inaugural annual general meeting within the time period specified by the Board after being appointed by the Board in accordance with clause 27 and thereafter in accordance with clause 32(2).

34. Annual general meetings - calling of and business at

(1) Association Annual General Meetings

- (a) The annual general meeting of the Association is, subject to the Act and to clause 33(1) , to be convened on such date and at such place and time as the Board thinks fit.
- (b) The Board will cause written notice to be sent to all members of the Association no less than 21 days prior to the meeting and shall include the following:

- (i) notice and details of date, venue and time of the Association annual general meeting, and
 - (ii) details of all nominees for all positions declared vacant.
- (c) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
- (i) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
 - (ii) to receive from the Board reports on the activities of the Association during the last preceding financial year;
 - (iii) to elect the relevant office-bearers of the Association;
 - (iv) to receive and consider the Association's accounts and any financial statement or report required to be submitted to members under the Act; and
 - (v) to appoint an auditor for the Association, if required.
- (2) Branch and other Sub-Committee Annual General Meetings
- (a) The annual general meeting of all Branch Committees and all sub-committees are, subject to the Act and to this constitution, to be convened in the month of July of each calendar year at such date, place and time as the Branch Committee or sub-committee deems fit.
 - (b) In addition to any other business which may be transacted at such an annual general meeting, the business of a branch or sub-committee annual general meeting is to include the following:
 - (i) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
 - (ii) to receive from the sub-committee reports on the activities of the sub-committee during the last preceding financial year; and
 - (iii) to elect members to the branch or sub-committee Executive. Such nominations can be received either in advance in writing or taken from the floor during the meeting
- (3) An annual general meeting must be specified as such in the notice convening it and call for appropriate nominations. The notice must be received by members of the branch or sub-committee not less than 21 days before the date of the annual general meeting.
- (4) The making of decisions at such a meeting will be undertaken in accordance with clause 40 .

35. Special general meetings - calling of

- (1) The Board may, whenever it thinks fit, convene a special general meeting of the Association.
- (2) The Board must, on the requisition in writing of at least 35 per cent of the total number of members, convene a special general meeting of the Association.
- (3) A requisition of members for a special general meeting:
 - (a) must be in writing, and
 - (b) must state the purpose or purposes of the meeting, and
 - (c) must be signed by the members making the requisition, and
 - (d) must be lodged with the Board Secretary, and

- (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) For the purposes of clause 35(3):
- (a) A requisition may be in electronic form, and
 - (b) A signature may be transmitted, and a requisition may be lodged, by electronic means.
- (5) If the Board fails to convene a special general meeting to be held within 1 month after that date on which a requisition of members for the meeting is lodged with the Board Secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- (6) A special general meeting convened by a member or members as referred to in clause 35(5) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.
- (7) Any member who consequently incurs an expense for postage of notices is entitled to be reimbursed by the Association and for any other expense reasonably incurred in holding the meeting.

36. Notice

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Association, the Secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Association, the Secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under clause 36(1), the intention to propose the resolution as a special resolution.
- (3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 34(1)(c).
- (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

37. Quorum for general meetings

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- (2) Any five (5) members of the Board, or any four (4) Executive members of a Branch Committee, or any three (3) members of any other sub-committee shall constitute a quorum for the transaction of the business of a meeting of the Board, Branch Committee or sub-committee.
- (3) Any six (6) members of the Board together with any other ten (10) members of the Association shall constitute a quorum for the transaction of business at a general meeting of the Association.
- (4) If within half an hour after the appointed time for the commencement of a meeting a quorum is not present, the meeting:
- (a) if convened on the requisition of members, is to be dissolved, and

- (b) in any other case, is to stand adjourned to the same day in the following week at the same time and place, or as mutually agreed by the Board, Branch Committee or sub-committee as applicable.
- (5) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting is to be dissolved.

38. Presiding member

- (1) The chairperson or, in the chairperson's absence, the vice-chairperson, is to preside as chairperson at each Board, Branch committee, sub-committee or general meeting of the Association.
- (2) If the chairperson and the vice-chairperson are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

39. Adjournment

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the Association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in clauses 39(1) and 39(2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

40. Making of decisions

- (1) A question (other than a special resolution) arising at a Board meeting, Branch Committee meeting, sub-committee meeting, annual general meeting or general meeting of the Association is to be determined by a majority of the votes of eligible members present at the meeting.
- (2) A question arising at a Board meeting, Branch Committee meeting, sub-committee meeting, annual general meeting or general meeting of the Association is to be determined by either:
- (a) a show of hands, or
 - (b) if on the motion of the chairperson, or if 50% or more members present or by proxy at the meeting decide that the question should be determined by a written ballot, then the question shall be decided by a written ballot.
- (3) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minutes of the Association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (4) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the Association's procedures.
- (5) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a sub-committee appointed by the Board, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-committee.

41. Postal or electronic ballots

- (1) The Association may hold a postal or electronic ballot to determine any issue or proposal (other than an appeal under clause 14(4)).
- (2) A postal or electronic ballot is to be conducted in accordance with the Association's policies as determined by the Board from time to time. (See Ballot Procedure Guidelines)

42. Special resolutions

- (1) A resolution of the Association is a special resolution:
 - (a) if it is passed by a majority which comprises at least three-quarters of eligible voters who vote by postal ballot for which at least 21 days written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this constitution, or where it is made to appear to the Director General that it is not practicable for the resolution to be passed in the manner specified in sub-clause (a),
 - (b) if the resolution is passed in a manner specified by the Director General.

43. Voting

- (1) On any question arising at any annual general meeting or other meeting of the Association, any Board meeting, Branch Committee or any other sub-committee meeting:
 - (a) a member (including the person presiding at the meeting) has one vote only, and
 - (b) all votes must be given personally or by proxy, as per clause 44, but no member may hold more than 2 proxies.
- (2) A member or proxy is not entitled to vote at any annual general meeting or other meeting of the Association, or any Branch Committee or any other sub-committee unless all money due and payable by the member and proxy to the Association has been paid.

44. Proxy voting

- (1) At any annual general meeting or other meeting of the Association, any Branch Committee or any other sub-committee, each member is to be entitled to appoint another member as proxy by notice given to the Board Secretary or the appropriate committee Secretary, as the case may be, prior to the commencement of the meeting or as deemed acceptable by the Board, Branch Committee or sub-committee in respect of which the proxy is appointed.
- (2) Subject to clause 44(3), the notice appointing the proxy must be in the form approved from time to time by the Board.
- (3) The Board Secretary or the appropriate committee Secretary may, in his or her discretion, and acting reasonably, accept a notice appointing a proxy which is in a form other than that referred to in clause 44(2), as long as the notice is in writing (including email or other electronic form) and contains in substance the information required by the form referred to in clause 44(2).

45. Use of technology at general meetings

- (1) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the Association's members a reasonable opportunity to participate.

- (2) A member of an Association who participates in a general meeting using the technology referred to in clause 45(1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

PART 7 - FINANCIAL MANAGEMENT

46. Insurance

- (1) The Association should effect and maintain insurance.
- (2) At a minimum, such insurance should include (a) Public & Products Liability insurance with an appropriate limit as determined by the Board, and covering all activities of the Association and of its members when acting on behalf of the Association, and (b) Assets insurance covering the Association's assets, and (c) Volunteers' Personal Accident insurance covering volunteers when acting on behalf of the Association, and (d) Office Bearers Liability insurance to cover the Association and its officeholders for claims against them arising out of the exercise of their functions.
Note: this insurance is obtained and managed through the NSW Wildlife Council.

47. Funds - source

- (1) The funds of the Association are to be derived from joining fees and annual subscriptions of members, fundraising activities, donations and, subject to any resolution passed by the Association in general meeting, such other sources as the Board, Branch Committee or sub-committee determines.
- (2) All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank or other authorised deposit-taking institution account.
- (3) The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

48. Funds - management

- (1) Subject to any resolution passed by the Association in general meeting, the funds of the Association are to be used in pursuance of the objects of the Association in such manner as the Board determines.
- (2) The Board must ensure that the affairs of the Association are conducted so as not to provide a pecuniary gain for any of its members.
- (3) The Board may, by instrument in writing, from time to time, delegate part of the management of funds to any Branch Committee or other sub-committee who shall manage the funds in accordance with this clause and comply with the requirements of clause 29(4).
- (4) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two (2) members of the Board or any Branch committee or any sub-committee or employees of the Association, being members or employees authorised, in writing, to do so by the Board.
- (5) All electronic transfers of the Association's funds must be electronically approved by two members of the Board or any Branch committee or any sub-committee, being members authorised, in writing, to do so by the Board and approved by the relevant banks or Authorised Deposit-taking Institutions.
- (6) Subject to any law regulating investment by the Association, the Board or any Branch Committee or any sub-committee may acquire, hold and dispose of any real, financial and personal property whatsoever in accordance with the objects of the Association and this constitution.

- (7) Subject to clauses 48(1) and 48(6), control of the property of the Association shall be vested in the Board to be exercised in accordance with the objects of this constitution.

49. Delegation to sub-committee

- (1) Subject to this clause the control of such proportion of the real, financial and personal property of the Association as the Board may from time to time determine may be delegated to any Branch Committee or sub-committee.
- (2) Any Branch Committee or any sub-committee to which control of property has been delegated shall:
- (a) hold such property in trust for the whole Association, and
 - (b) apply such property towards furthering the objects of the Association, and
 - (c) comply with any directions of the Board with respect to that property, and
 - (d) make such reports of its dealings as the Board may require.
- (3) Unless otherwise specified by the Board, any Branch Committee or any sub-committee may be delegated the control of rescuing and caring equipment and facilities in their area.

50. Use of funds

- (1) The income and property of the Association shall be used and applied solely in promotion of its objects and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors or trustees of the Association. Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Association
- (2) Nothing in this clause shall prevent the payment of remuneration in return for services actually rendered to the Association in accordance with this constitution or the repayment of recoverable and necessary out-of-pocket expenses.
- (3) Donations made to the Association via the main office of the Association, the Board or to a Branch must go into the Public Gift Fund and be receipted.
- (4) Donations received under clause 50(4) shall be controlled by the Board for the purpose of running the main office of the Association and otherwise furthering the objects of the Association.
- (5) Money raised through fundraising activities by a Branch or Committee of the Association shall be controlled by the Branch in which the donation is made and shall be used for the furthering of the objects of the Association in that area.
- (6) Unless otherwise specified in the will, bequests made out to the Association shall be used for the benefit of the Association as a whole as determined by the Board.
- (7) First call on all Branch Committee funds and property shall be for supporting the coordination of the rescue, rehabilitation and release network in that area.

51. Financial year

- (1) The financial year of the Association is:
- (a) the period commencing on the date of incorporation of the Association and ending on the following 30 June, and

- (b) each period of 12 months after the expiration of the previous financial year of the Association, commencing on 1 July and ending on the following 30 June.

52. Auditor

- (1) In the event that an audit is required, the annual general meeting of the Association shall appoint an auditor, who is eligible for re-appointment at succeeding annual general meetings.
- (2) In the event that the annual general meeting does not appoint an auditor, the Board may do so.
- (3) An auditor shall not be a member of the Board.
- (4) The auditor shall examine the books and annual accounts of the Association and shall furnish a report thereon to members of the Association
- (5) Subject to clause 52(6), notice in writing of the intention to nominate an auditor to replace the current auditor shall be given to the Board Secretary at least twenty one (21) days before the annual general meeting. The Board Secretary shall send a copy of the nomination to the current auditor at least fourteen (14) days before the annual general meeting. The current auditor shall be entitled to attend the annual general meeting of the Association and, if they so wish, be heard at such annual general meeting.
- (6) Where the current auditor submits his/her resignation, or notifies the Board Secretary of his/her intention not to seek re-election as auditor, clause 52(5) shall not apply.
- (7) The remuneration, if any, of the auditor shall be determined by the Board.

53. Charitable Fundraising

- (1) The Association shall comply with the provisions of the *Charitable Fundraising Act 1991* (NSW) and the regulations thereunder as are applicable to it.

54. Public Gift Fund

- (1) The Association shall establish and maintain a public gift fund to be called the Sydney Wildlife Public Gift Fund.
- (2) The purpose of the fund is to support the environmental objects and purposes of Sydney Metropolitan Wildlife Services Inc.
- (3) Members of the public are to be invited to make gifts of money or property to the fund for the environmental purposes of the Association.
- (4) Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the fund.
- (5) A separate bank account is to be opened to deposit money donated to the fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the Association.
- (6) The fund must not receive any other money or property into its account and it must comply with Subdivision 30-E of the *Income Tax Assessment Act 1997* (Cth).
- (7) Numbered receipts are to be issued in the name of the fund and proper accounting records and procedures are to be kept and used for the fund.
- (8) The fund will be operated on a not-for-profit basis

- (9) A committee of management of no fewer than three persons will administer the fund. The committee will be appointed by the Board and will include the Board Treasurer. A majority of members of the committee are required to be 'responsible persons' as defined by the Guidelines to the Register of Environmental Organisations. The members of the Public Gift Fund management committee will be the only signatories to the Public Gift Fund account.
- (10) The Association agrees to comply with any rules that the Federal Treasurer and the Federal Minister with responsibility for the environment may make to ensure that gifts made to the fund are only used for its principal purpose.
- (11) The Association must inform the federal department responsible for the environment as soon as possible if:
 - (a) it changes its name or the name of its public fund, or
 - (b) if there is any change to the membership of the management committee of the public fund, or
 - (c) there has been any departure from the model rules for public funds located in the Guidelines to the Register of Environmental Organisations.
- (12) Statistical information requested by the federal department responsible for the environment on donations to the Public Gift Fund will be provided within four months of the end of the financial year. Where required, an audited financial statement for the Association and its public fund will be supplied with the annual statistical return.
- (13) Where provided, the statement will provide information on the expenditure of public fund monies and the management of public fund assets.

55. Winding Up

- (1) In the event of any branch of the Association winding up, any surplus funds held by the branch after payment of all outstanding debts will be donated to the Association.
- (2) In the event of the winding-up of the public gift fund, any surplus assets are to be transferred to another fund with similar objects that is on the Register of Environmental Organisations.
- (3) In the event of the Association winding up, any surplus funds or assets held by the Association will be donated to another organisation(s) having similar objectives to the Association which also prohibits the distribution of its income and property amongst its members. However, in making the distribution, the Association must ensure it satisfies all legal obligations applying to any funds or property over which a charitable trust exists.

PART 8 - MISCELLANEOUS

56. Change of name, objects and constitution

- (1) An application to the Director-General for registration of a change in the Association's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a Board member.
- (2) The statement of objects and this constitution may be altered, rescinded or added to only by a special resolution of the Association.

57. Common Seal

- (1) The common seal of the Association must be kept in the custody of or in the control of the Public Officer.

- (2) The common seal must not be affixed to any instrument except by authority of the Board and the affixing of the common seal must be attested by the signatures of 2 members of the Board.

58. Custody of books

- (1) Except as otherwise provided by this constitution, all records, books and other documents relating to the Association must be accessible within New South Wales:
- (a) via electronic means from a secure internet based website / storage system, or
 - (b) at the main premises of the Association, under the control of the public officer or a member of the Association (as the Board determines), or
 - (c) if the Association has no premises, at the Association's official address, in the custody of the public officer.

59. Inspection of books

- (1) The following documents must be open to inspection, free of charge, by a member of the Association at any reasonable hour:
- (a) records, books and other financial documents of the Association,
 - (b) this constitution,
 - (c) minutes of all Board meetings and general meetings of the Association.
- (2) A member of the Association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.
- (3) Despite clauses 59(1) and 59(2), the Board may refuse to permit a member of the Association to inspect or obtain a copy of records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.

60. Service of notices

- (1) For the purpose of this constitution, a notice may be served on or given to a person:
- a) by delivering it to the person personally, or
 - b) by sending it by pre-paid post to the address of the person, or
 - c) by sending it by facsimile transmission, email, SMS text or some other form of electronic transmission to an address or phone number specified by the person for giving or serving the notice.
- (2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
- a) in the case of a notice given or served personally, on the date on which it is received by the addressee,
 - b) in the case of a notice sent by pre-paid post, two days after being provided to the postal service, and
 - c) in the case of a notice sent by facsimile transmission, email, SMS text or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.