

# **RULES FOR INCORPORATED ASSOCIATIONS**

## **NAME OF THE ASSOCIATION:**

- 1) The name of the Association is The Liebe Group (Inc.)  
(Herein referred to as the Group)

## **2) DEFINITIONS:**

In this constitution, unless the context requires otherwise:

- a) "Act" means associations Incorporation Act 1987.
- b) "Group" means The Liebe Group (Inc).
- c) "Committee" means the Liebe Group's Management committee.
- d) "Special Resolution" means a resolution of the Group passed in accordance with section 24 of the Act.
- e) "Member" means member of The Liebe Group.
- f) Executive Committee means President, Vice President, Secretary, Treasurer.

## **3) AIMS and OBJECTIVES:**

- 3.1 To plan, promote, conduct and coordinate research activities concerning environmental and economic sustainability of agriculture.
- 3.2 To increase community sustainability by identifying opportunities and encouraging rural people to gain knowledge, skills, experience and confidence.
- 3.3 To be innovative in developing farming technologies for a sustainable future.
- 3.4 To liaise and work with environmental and agricultural groups to ensure future environmental resource sustainability.
- 3.5 To facilitate information transfer and develop technology and farming systems, which lead to environmental and economic sustainability in agriculture.
- 3.6 To work in cooperation with local, state and federal government and private agencies for the betterment of resource development and sustainable land use.
- 3.7 To keep abreast with legislative and administrative decisions that affect the development of the group, community and agriculture.
- 3.8 To obtain lawful funding through self and private funding, industry programmes, local, state and federal government and private funding bodies for the purpose of furthering the objectives of the group.

The property and income of the association shall be applied solely towards the promotion of the objects or purposes of the association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members of the association, except in good faith in the promotion of those objects or purposes.

## **4) POWERS OF THE GROUP**

For the purpose of achieving or furthering it's objectives, the group shall have the power to:

- 4.1 Purchase, sell, hold, lease or rent real or personal property.
- 4.2 Borrow, raise or secure the payment of money, to secure the repayment or performance of any debit, liability, contract or guarantee incurred or to be entered into by the Group.
- 4.3 Enter into any arrangements with any government or local government authority or instrumentality.
- 4.4 Employ, hire or engage members, clerks, secretaries, workers or other persons.
- 4.5 Invest monies of the Group.
- 4.6 Make gifts or prizes.
- 4.7 Amalgamate or associate with any other association or group; or
- 4.8 Do all such other things as are incidental or conducive to the objects of the Group.

## **5) MEMBERSHIP**

- 5.1 Any person or organization that has an interest in the objectives of the Group and meets the requirements of Committee is eligible for membership.
- 5.2 Membership is not transferable.

## **6) REGISTER OF MEMBERS, RULES AND RECORDS OF OFFICE HOLDERS**

- 6.1 An up to date register of Rules of the Group, Group members and their postal or residential addresses shall be kept by the Secretary. The Secretary shall also keep a record of the names and postal or residential addresses of any persons who are appointed or act as trustees on behalf of the Group.
- 6.2 A member may at any reasonable time inspect without charge the books, records, documents and securities of the Group.
- 6.3 A member may take a copy of, or take an extract from, such registers, rules, records, books, documents and securities but shall have no right to remove them for that purpose.

## **7) MEMBERSHIP FEE**

- 7.1 The membership fee will be reviewed and set annually at a general meeting of members.
- 7.2 Each member shall pay the Treasurer annually on or before a date determined by the Committee.
- 7.3 A member whose subscription is not paid within 6 months after the date fixed ceases to be a member.
- 7.4 When a membership fee is paid, each member of that farming enterprise is considered part of the membership.

## **8) TERMINATION OF MEMBERSHIP**

A member shall cease to be a member if:

- 8.1 They die.
- 8.2 They resign.
- 8.3 They fail to pay any membership fee due.
- 8.4 Or they are suspended or expelled.

Any person who wishes to resign their membership:

- 8.5 Shall do so in writing addressed to the President.
- 8.6 Any outstanding fees require payment.
- 8.7 Pro rata refund of fees will not take place.

## **9) SUSPENSION AND EXPULSION**

- 9.1 Any member of the Group who fails to observe the Rules of the Group or whose conduct, in the opinion of the Committee, is prejudicial to the interests of the Group may be suspended or removed from membership of the Group by a resolution passed by a majority of at least two thirds of the Committee as shall be present and vote at a Meeting of the Committee called for that purpose.
- 9.2 Before any member is suspended from membership or expelled that member's conduct shall be inquired into by the Committee and the member shall be given the opportunity to defend him/herself and to justify or explain his/her conduct.
- 9.3 Notice of such inquiry shall be given to the member in writing and shall include
  - I. Particulars of the complaints laid against the member;
  - II. Notification of the members right to appear before, or to make representations in writing to, the Committee to defend him/herself and to justify or explain his/her conduct; and
  - III. The date, time and place of the inquiry.
- 9.4 The date specified in the notice of inquiry shall be not less than 14 days nor more than 30 days after the date of service of the notice.

- 9.5 Forthwith after the decision of the Committee, notice in writing of the decision shall be given to the member.
- 9.6 A member or expelled member shall have the right of appeal to a Special General Meeting called by the Committee at the written request of the member or expelled member, provided that such written request is given to the Secretary within 14 days of the date of service of notice of the decision of the Committee. The Special Meeting may confirm, disallow or reduce the penalties imposed but may not increase them.
- 9.7 Any member who is suspended or expelled shall not be entitled to any refund of any fee or levy.
- 9.8 Where a member is suspended, such member shall be deemed to be not a member during the period of his suspension until such a time as his/her suspension is lifted.

## **10) MANAGEMENT COMMITTEE**

The Management Committee are:

- 10.1 Elected at the Annual General Meeting and this Committee consists
  - 1. President
  - 2. Vice-President
  - 3. Treasurer and Secretary. These positions may be combined.
  - 4. And a minimum of 8 active members
- 10.2 Management Committee members are elected for a one-year term and may be re-elected for consecutive terms.
- 10.3 If an office is vacated, the Committee shall have the power to fill the vacant office or other member of the Committee as may occur before the Annual General Meeting.

## **11) VACATION OF OFFICE**

Any person shall cease to be a member of and hold office in the Management Committee

- 11.1 Who submits his/her written resignation to the Executive Committee. Who becomes bankrupt or makes a general assignment for the benefit of his/her creditors, or declares insolvent, or
- 11.2 Who ceases to meet the required criteria for Membership.

## **12) ROLES OF OFFICERS**

The President, Vice President, Secretary and Treasurer and Committee members shall be the officers of the Group for as long as they are elected.

- 12.1 Duties of President:  
The President shall preside at all Annual General, General and Special Meetings.
- 12.2 Duties of the Vice- President:  
The Vice-President shall assist the President and perform all duties of the President in the absence or disability of the President.
- 12.3 Duties of Secretary:  
The Secretary shall have custody of all books, the common seal, documents, records and registers of the Group, other than those required to be kept by the Treasurer.
- 12.4 Duties of Treasurer:  
The Treasurer shall have custody of all securities, books and accounts of a financial nature and accounting records of the Group.
- 12.5 A member of the Committee who has any direct or indirect pecuniary interest in a contract or proposed contract, made by, or in the contemplation of, the Committee, shall comply with sections 21 and 22 of the Act.
- 12.6 Every disclosure of any direct or indirect pecuniary interest made in accordance with section 21 of the Act shall be recorded in the minutes of the meeting at which it is made.

## **13) POWERS OF MANAGEMENT COMMITTEE**

- 13.1 The Management Committee shall make decisions for the responsible carrying out day to day running of the Group and shall have the power to:

- 13.1.1 Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account;
- 13.1.2 Adjudicate on all matters brought before it which in any way affect the Group including the appointment, hire and termination of employed persons.
- 13.1.3 Cause minutes to be made of all proceedings at meetings of the Committee and General Meetings of members;
- 13.1.4 form and appoint any sub committee/s as required for specific purposes.
- 13.1.5 affix the common seal to a deed or document as per 21.3.

## **14) MEETINGS**

Annual General, General and Special Meetings are open to all members. Committee meetings are open to committee members only.

### **14.1 Annual General Meeting**

- 14.1.1 The Annual General Meeting will be held each year, at a time and place to be determined as most effective by the Committee no later than four months after the end of the financial year.
- 14.1.2 One month's notice will be given to the membership of the venue, time and date of the Annual General Meeting.
- 14.1.3 Also one month's notice to members of particulars of motions which notice has been given.
- 14.1.4 A Presidents Report will be presented at the meeting.
- 14.1.5 An annual financial report will be presented.
- 14.1.6 An auditors report will be presented
- 14.1.6 Any other reports deemed necessary by the Committee for the effective running of the Group will be presented.
- 14.1.7 The election of office bearers will take place at this meeting.
- 14.1.8 Quorum for the Annual General Meeting will be 10 members.

### **14.2 General Meetings**

- 14.2.1 General Meetings may be called as deemed necessary by the Annual General meeting or at times when requested by the Committee.
- 14.2.2 These said meetings are in the place of Committee Meetings.
- 14.2.3 The President or Secretary will give at least seven (7) days notice of the date of a General Meeting to the members.
- 14.2.4 The Secretary shall provide notice of meeting in writing and specify
  - (i) the date, time and place of meeting; and
  - (ii) particulars of motions of which notice has been given.
- 14.2.5 At least six (6) General Meetings will take place each year.
- 14.2.6 The President, or in their absence the Vice President, shall preside at all meetings of the Group. If both President and Vice President are absent from a meeting the members present shall appoint one of their members to preside at the meeting.
- 14.2.7 Quorum for General Meetings will be 8 members.
- 14.2.8 The agenda for the General Meetings shall be:
  - Opening of meeting and call for apologies
  - Confirmation of minutes of previous meeting
  - Presentation of financial statement
  - Inward and outward Correspondence
  - Presentation of reports

- General business
- Notice of next meeting
- Closure

### **14.3 Special General Meetings**

14.3.1 A Special Meeting may be called at any time by:

- Resolution of a General meeting
- Resolution of the Committee
- The President; or
- Written request, signed by a least 20% of members of the Group. Such written request shall clearly state the nature of the matter to be discussed at the Special Meeting.

14.3.2 At all Special Meetings only the business specified in the notice convening the meeting shall be transacted.

14.3.3 A quorum at a Special General Meeting shall be a minimum of 15 members.

14.3.4 1 month notice will be given to members of the Special General Meeting.

### **14.4 Minutes of Meetings of the Group**

14.4.1 Minutes shall be made of all proceedings and resolutions of all meetings and shall be kept in a minutes book.

### **14.5 Committee Meetings**

14.5.1 Committee Meetings are open to committee members only. Quorum for Committee Meetings is 8

14.5.2 Committee Meeting procedure the same as for General Meetings.

## **15) NON MEMBERS AT MEETINGS**

The President or Committee may designate a non-member to attend a meeting. This person is not able to vote on any resolutions.

## **16) VOTING**

Voting powers at all meetings:

16.1 The President and all members present are entitled to 1 equal vote.

16.2 Voting may only be exercised in person, not by proxy.

16.3 In the event of an equal division of votes the matter shall be determined in the negative.

16.4 Voting will be defined by a show of hands and declared by the chairperson. It is not necessary to record the voting numbers for and against a resolution.

## **17) PROCEEDINGS AT MEETING**

17.1 A meeting will not take place if there is no quorum within 30 minutes of the planned starting time. The meeting will be reconvened at an agreed date, venue and time.

17.2 In the absence or retirement of President and Vice President at a meeting, members present can choose a chairperson from the meeting.

17.3 Minutes will be recorded by the secretary at each meeting. These will be made available to members prior to the following meeting.

17.4 An original signed copy of the minutes will be kept at the administration office.

## **18) FINANCE**

18.1 All Group funds will be deposited into the Group's account/s at such bank or recognized financial institution as the Committee determine.

18.2 A Finance committee will be appointed at the Annual General Meeting. This Committee

- 18.2.1 Prepares a budget for the group to adopt at or after the Annual General Meeting
- 18.2.2 Consists of 5 or more people who are members or partners of the group
- 18.2.3 Meets as deemed necessary to
  - 18.2.3.1 Effectively Review the Budget & Cash Flow
  - 18.2.3.2 Prepare the annual budget
  - 18.2.3.3 Make recommendations concerning financial decisions to the committee
- 18.3 A statement showing the financial position of the Group shall be tabled at each General Meeting by the Treasurer.
- 18.4 A statement of Receipts and Payments shall be submitted to the Annual General Meeting. The auditor's report shall be attached to such financial report.
- 18.5 The Secretary shall not spend more than a set amount of petty cash without the consent of the Management Committee and shall keep a record of such expenditure in a petty cash book"
- 18.6 The financial year of the Group shall commence on July 1 each year.
- 18.7 The signatories to the Group's account/s will be any two of the President, Vice President, Secretary and Treasurer or people appointed as signatories at the Annual General Meeting.
- 18.8 All accounts due by the Group shall be paid after having been passed for payment at a Committee Meeting and when immediate payment is necessary, account/s shall be paid and the action endorsed at the next Finance Committee Meeting.

## **19) AUDITOR**

- 19.1 The books and accounts of the Group shall be audited by a person or organisation appointed at the Annual General Meeting. The auditor:
  - 19.1.1 Shall be suitably qualified and shall not be a member of the Committee.
  - 19.2.1 May from time to time inspect the books and accounts of the Group and for this purpose shall at all reasonable times have access to all records of the Group.
  - 19.3.1 Audit the financial statements of the Group at the close of the financial year and shall furnish a report of such audit to the Annual General Meeting.

## **20) COMMON SEAL**

- 20.1 The common seal of the Group shall be kept in the care of the Secretary.
- 20.2 The seal shall not be used or affixed to any deed or other document except pursuant to a resolution of the Management Committee and in the presence of any two of the President, Vice President, Secretary or Treasurer.
- 20.3 A register of use of the common seal shall be kept by the Secretary.

## **21) CHANGES TO THE CONSTITUTION**

- 21.1 Changes to the constitution can be made by Special Resolution at a General Meeting of members, by 75% majority vote.
- 21.2 A notice of motion for any such change is given to members twenty eight (28) days prior to the date fixed for the meeting.
- 21.3 Within one month of the passing of a Special Resolution, the Secretary shall notify yhe Department of Commerce of the amendment.

## **22) DISSOLUTION**

- 22.1 The Group may be dissolved or wound up by a resolution at a Special Meeting called for such purpose and carried by 75% majority vote.
- 22.2 A notice of motion to dissolve or wind up the Group must be given to members twenty eight (28) days prior to the date fixed for the meeting.
- 22.3 If on the winding up of the Group, any property of the Group remains after satisfaction of the debts and liabilities of the Group and the costs, charges and expenses of that winding up, that property

shall be distributed to an agreed group or charity which is incorporated under the Act after resolution at a Special General Meeting with a quorum of 75% majority vote.

This is the annexure of 7 pages marked "A" referred to in Form 5 signed by me and dated 8/07/15.

\_\_\_\_\_  
Sarah Tholstrup

I (the undersigned) HEREBY CERTIFY this document to be a true and correct copy of the Constitution of the LIEBE GROUP of WESTERN AUSTRALIA INC as approved by the members at the meeting dated.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_