

ASSOCIATIONS INCORPORATION ACT 1985 (SA)

Riding for the Disabled Association S.A. Inc Constitution

May 2012 (Revised 2017)



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CONSTITUTION

of

RIDING FOR THE DISABLED ASSOCIATION S.A. INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is Riding for the Disabled Association S.A. Incorporated ("**Association**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 1985 (SA)*.

"Association" means Riding for the Disabled Association S.A. Incorporated.

"Agreement for Centres" means the signed agreement between the Association and the Centres.

"Board" means the body consisting of the Board Members.

"Board Member" means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Officer.

"Centre" means a Riding for the Disabled Association S.A. Incorporated centre which is affiliated with the Association.

"Coach" means any person qualified in accordance with the National Coaching Accreditation Scheme to coach at a Riding for the Disabled centre or elsewhere as recognised by the Association and RDAA.

"Constitution" means this Constitution of the Association.

"Executive Officer" means the Executive Officer of the Association for the time being appointed under this Constitution. Where the Association does not have a Executive Officer, the Association secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the Executive Officer under this Constitution.

"Financial year" means a period of 12 months commencing on 1 January and ending on 31 December each year.

"General Meeting" means the annual or any special general meeting of the Association.

"Individual Member" means a registered, financial member recognised by the Association as an Individual Member.

“Intellectual Property” means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in South Australia.

“Honorary Life Member” means an individual appointed as a Life Member of the Association under **clause 5.3**.

“Life Member” means a member for the time being of the Association under Clause 5.

“Member” means a member for the time being of the Association under **clause 5**.

“Objects” means the objects of the Association in clause 2.

“RDAA” means Riding for the Disabled Association of Australia Ltd.

“Policies” means any Policies made by the Board under **clause 38**.

“Schedules” means schedules to the [Agreement for Centres](#)

“Seal” means the common seal of the Association.

“Special Resolution” means a special resolution defined in the Act.

“Whip” means any person qualified in accordance with the National Coaching Accreditation Scheme to provide carriage driving instruction at a Riding for the Disabled centre or elsewhere as recognised by the Association and RDAA.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of

representing or reproducing words in a visible form, including messages sent by electronic means.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model Rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE ASSOCIATION

The Objects of the Association are to:

- (a) to foster, promote and support the integration of people with disabilities into community equestrian activities;
- (b) to increase the range of recreational, therapeutic and training opportunities available to people with disabilities through the provision of, but not limited to, horse riding, carriage driving and horse care programs;
- (c) ensure the maintenance, enhancement and administration of the Association, RDAA and the Members, its standards, quality and reputation for the benefit of the Members and the Association;
- (d) to participate as a member of RDAA and at all times promote mutual trust and confidence between the Association, RDAA and the Members in pursuit of these Objects;
- (e) promote the economic and community service success, strength and stability of the Association and the Members in South Australia;
- (f) liaise with RDAA and adopt its rule and policy framework to further these Objects;
- (g) use and protect the Intellectual Property of the Association;
- (h) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (i) strive for Government, commercial and public recognition of the Association as the controlling body for Riding for the Disabled in South Australia;
- (j) advance the operations and activities of the Association throughout South Australia;
- (k) review and/or determine any matters relating to Riding for the Disabled which may arise, or be referred to it, by any Member;
- (l) act as arbiter (as required) on all matters pertaining to the conduct of Riding for the Disabled in South Australia, including disciplinary matters;

- (m) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Riding for the Disabled in South Australia;
- (n) adopt and implement such policies as may be developed by RDAA, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Riding for the Disabled;
- (o) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (p) promote the health and safety of Members and all other participants in Riding for the Disabled in South Australia;
- (q) seek and obtain improved facilities for the enjoyment of Riding for the Disabled in South Australia; and
- (r) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

The Association shall have all the powers conferred by section 25 of the Act including the following powers:

- (a) It may acquire by purchase, lease, gift, bequest or otherwise howsoever any land in every place where the Association has a service or plans to provide a service and may sell, mortgage, build upon, lease and in any other manner dispose of or deal with any such property for or in connection with any of the Objects of the Association;
- (b) It may erect, maintain, improve or alter any buildings for the purposes of the Association
- (c) It may raise funds by contributions, public appeal, donations, events and by such other lawful means as the Board may from time to time decide for the purpose of carrying out any of the Objects of the Association;
- (d) It may borrow money from banks or other financial institutions upon such terms and conditions in all respects as the Association in general meeting sees fit and may secure the repayment thereof by charging the property of the Association provided however that the total borrowings at any time shall not exceed one fifth of the total assets of the association and any such borrowing shall be solely for the purpose of the Association and the carrying out of its objects;
- (e) It may invest its moneys in any security in which trust moneys may, by Act of Parliament, be invested from time to time in such a manner as the Board may determine.

5. MEMBERS

5.1 Applications

- (a) Any person applying to become a Member of the Association shall apply in writing, signed by the applicant and shall be in such form as the Board shall prescribe from time to time.

- (b) The applicant shall be proposed and seconded by any current Life or Individual Members.
- (c) Upon verification of the status of the proposing and seconding members, and payment of any required subscription or fee as may be prescribed by the Board from time to time, the application shall be approved by the Executive Officer subject to ratification by the Board.
- (d) The Executive Officer shall provide the Board with a list of all new Individual members for ratification at the next Board meeting following each new member's application and acceptance.
- (e) Membership is renewed annually upon payment of any subscription or fee as the Board may determine from time to time.

5.2 Categories of Members

The Members of the Association shall consist of:

- (a) Honorary Life Members, Life Members and Individual Members who, subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, and who shall have voting rights;
- (b) Junior Members, aged under eighteen years, who shall have the right to attend General Meetings, but who shall not have a right to debate or to vote; and,
- (c) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Association in General Meeting.

5.3 Honorary Life Members

- (a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association and/or its Centres, where such service is deemed to have assisted the advancement of Riding for the Disabled in South Australia, be appointed as an Honorary Life Member.
- (b) A resolution of the Annual General Meeting to confer Honorary Life Membership (subject to **clause 5.3(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be an Honorary Life Member.
- (d) Upon written acceptance of their nomination as an Honorary Life Member no further Membership fees shall be payable by that person.

5.4 Life Members

- (a) Any person over the age of (18) may submit a payment of twenty (20) times the normal Individual membership fee to become eligible to apply for Life Membership.
- (b) Upon receipt of this payment, no further Membership fees shall be payable by that person.

5.5 Individual Members

- (a) Any person over the age eighteen (18) years may apply to become an Individual Member of the Association in accordance with **Clause 5.1**.
- (b) Any active Coach or Whip may request a waiver of their annual membership subscription or fee, provided that the applicant is:
 - (i) qualified in accordance with the requirements of the Association; and,
 - (ii) currently serving regularly on a voluntary basis, and has given that service at least twelve (12) times in the preceding calendar year.

Such application must be made in writing and addressed to the Executive Officer, and must include verification by a Centre. The application shall be assessed by the Executive Officer and approved by the Executive Officer if the criteria are met.

- (c) Members may not vote for thirty (30) calendar days following their admission as a Member of the Association.

5.6 Junior Members

- (a) Any person under the age eighteen (18) years may apply to become a Junior Member of the Association in accordance with **Clause 5.1**.
- (b) Membership is renewed annually upon payment of any subscription or fee as the Board may determine from time to time, until completion of the calendar year in which the member attains his or her eighteenth birthday, after which they may renew their membership as an Individual Member.

6. CENTRE AFFILIATION

6.1 Centres

- (a) For the effective delivery of services, there may be established from time to time and in various places Centres comprising Members of the Association.
- (b) The Association shall have the authority to set up and dissolve Centres. In such cases all Association documents, animals, vehicles, equipment, records or other property in the possession, custody or control of that Member or Centre shall remain the property of the Association.
- (c) Centres with separate incorporation under the Act, shall apply to become an Affiliated Centre of the Association and shall apply in writing and be in such form as the Board shall prescribe from time to time. The application shall be approved, subject to ratification of the board. The intellectual property of the Association, all documents, records and branding shall remain the property of the Association.
- (d) To be, or remain, affiliated, a Centre must pay an appropriate fee as determined from time to time by the Board and agree to comply with conditions established by Agreement for Centres executed by the Association and each Centre.
- (e) To be responsible for the effective operation of a Centre on behalf of the Association, there shall be a Committee of Management of no less than four Members of the Association, including a chairperson, who is known as the Centre President, a Centre Secretary and a Centre Treasurer (who may also be the Centre Secretary).
- (f) Each such Centre Management Committee shall meet not less than four times in each calendar year, in addition to the Centre's Annual General Meeting.

- (g) Should a Centre have administrative, operational or financial difficulties the Association may act to assist the Centre in whatever manner the Board considers appropriate.

6.2 Membership of Centres

- (a) The State President and Executive Officer shall not exercise voting rights at any affiliated Centre.
- (b) Except for the State President and the Executive Officer, Individual, Honorary Life and Life Members may exercise voting rights at no more than one affiliated Centre, which they shall nominate by written advice to the Association.
- (c) Members may transfer their voting rights to another affiliated Centre upon written advice to the Association.

6.3 Affiliation

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's Agreement for Centres and the applicant's list of committee members; and
- (c) accompanied by the appropriate fee (if any).

6.4 Discretion to Accept or Reject Application

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clauses 6.1 and 6.3** or not.
- (b) Where the Association accepts an application, the applicant shall become an affiliated Centre. Affiliation shall be deemed to commence upon acceptance of the application by the Association. The Executive Officer shall amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

6.5 Affiliation Fees

- (a) Affiliated Centres shall pay an annual fee as determined by the Board from time to time.

6.6 Notice of Disaffiliation

- (a) A centre may apply to resign, disaffiliate or otherwise withdraw from the Association by application in writing to the Board, and must include a copy of the relevant minutes of the Centre meeting showing that the Special Resolution has been passed by the Centre members. **(Schedule 3)**.
- (b) The Board will assess the application and make a determination within three (3) months of receiving the application.
- (c) The Board retains its right to place a Centre into recess for a period of not more than 12 months, after which time the application to disaffiliate will be reassessed to

consider whether to continue the disaffiliation, extend the period of recess, or reinstate the Centre operations.

- (d) Upon the Board approving a Centre's application to disaffiliate, an entry in the register shall be made recording the date on which this approval was made, and the Centre shall be deemed to have ceased its affiliation with Riding for the Disabled.

7. REGISTER OF MEMBERS

7.1 Association to keep register

The Association shall keep and maintain a register in which shall be entered (as a minimum):

- (a) the full name, address, category of membership and date of entry to membership of each Member; and
- (b) where applicable, the date of termination of their membership of the Association.

Members and Centres shall provide notice of any change and required details to the Association within one month of such change.

7.2 Inspection of register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member shall be available for inspection upon reasonable request, but shall not include copying

7.3 Use of register

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the Objects, in such manner as the Board considers appropriate.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Policies they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (b) by submitting to this Constitution and Policies they are subject to the jurisdiction of the Association;
- (c) the Constitution and Policies are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Riding for the Disabled in South Australia; and
- (d) they are entitled to all benefits, advantages, privileges and services of Association membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association of such resignation or withdrawal.
- (b) Upon the Association receiving notice of resignation of membership given under **clause 9.1(a)**, an entry in the register shall be made recording the date on which the Member who gave notice ceased to be a Member.

9.2 Discontinuance for breach

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Policies, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Policies or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the Member details of the asserted breach and offering an opportunity to explain the breach and remedy it.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.3 Discontinuance for failure to re-affiliate

Affiliation with the Association may be discontinued if a Centre has not re-affiliated with the Association within three months of annual affiliation falling due and without reasonable explanation.

9.4 Member or Centre to Re-Apply

A Member whose membership has been discontinued under clause 9.2 or a Centre whose affiliation has been discontinued under clause 9.3:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

9.5 Forfeiture of Rights

A Member who ceases to be a Member or a Centre which ceases to be affiliated with the Association shall forfeit all rights in and claims upon the Association and its property and shall not use or remove any property of the Association including Intellectual Property. All Association documents, animals, vehicles, equipment, records or other property in the possession, custody or control of that Member or Centre shall be returned to the Association immediately.

In the event of a centre ceasing to operate Association property shall not be removed from the centre without permission of the Association.

10. DISCIPLINE

- (a) Where the Board is advised or considers that a Member has allegedly:
- (i) breached, failed, refused or neglected to comply with a provision of this Constitution and Agreement for Centres or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner prejudicial to the purposes and interests of the Association ; or
 - (iii) brought the Association, into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Policies.

- (b) The Board may appoint a Grievance Committee to deal with any disciplinary matter referred to it. Such a Grievance Committee shall operate in accordance with the procedures expressed in the Association Policies but subject always to the Act.

11. SUBSCRIPTIONS AND FEES

The annual Membership subscription (if any) and Centre affiliation fee (if any) and any fees or other levies payable by Members and Centres to the Association, the time for and manner of payment, shall be as determined by the Board.

12. EXISTING BOARD MEMBERS

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Board members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of Executive Officer (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board as the governing body for Riding for the Disabled in South Australia shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Members and the community throughout South Australia and shall govern Riding for the Disabled in South Australia in accordance with this Constitution and in particular the Objects.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise:

- (a) seven (7) elected Board members who must all be Individual Members and who shall be elected under **clause 15**; and
- (b) up to two (2) appointed Board members; who need not be Individual Members and who may be appointed by the Board members elected under **clause 15**.

15. ELECTED BOARD MEMBERS

15.1 Nominations

- (a) Nominations for elected Board member positions shall be called for forty-eight (48) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominees for elected Board member positions must declare any position they hold in a Centre including as an officer (howsoever described including as a Centre committee member).

15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two Individual and/or Honorary Life or Life Members;
- (d) certified by the nominee (who must be an Individual Member) expressing his/her willingness to accept the position for which he/she is nominated; and
- (e) delivered to the Association not less than thirty-five (35) days before the date fixed for the Annual General Meeting.

15.3 Elections

- (a) All persons nominated for election shall be voted on by the membership, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy of the Board.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the remaining vacancies will be deemed casual vacancies under **clause 17.1**.
- (c) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

15.4 Term of Appointment for Elected Board members

- (a) Board members elected under this **clause 15** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Board members, elected Board members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (b) Four (4) elected Board members shall retire in each odd year and four (4) elected Board members shall retire in each even year until, after two (2) years, the eight (8)

original elected Board members have retired after which those elected Board members (or their replacements) who first retired, shall retire and so on.

- (c) The sequence of retirements under **clause 15.4(b)** to ensure rotational terms shall be determined by the Board. If the Board cannot agree it will be determined by lot.
- (d) A Board member may not be a Board member for more than three (3) consecutive terms (which includes part of a term filled as a casual vacancy).

16. APPOINTED BOARD MEMBERS

16.1 Qualifications for appointed Board members

The appointed Board members may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members but must be natural persons. Appointed Board members cannot also be an office bearer at any affiliated Centre.

16.2 Term of Appointment

- (a) Appointed Board members may be appointed by the elected Board members under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the Annual General Meeting until after the conclusion of the second Annual General Meeting following.
- (b) Appointed Board members may be appointed to ensure rotational terms that coincide with the elected Board members' rotational terms.
- (c) Any adjustment to the term of appointed Board members, appointed under this Constitution necessary to ensure rotational terms under this Constitution, shall be determined by the Board.

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

Any casual vacancy occurring in the position of Board member may be filled by the remaining Board members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Board member's term under this Constitution.

17.2 Grounds for Termination of Board member

In addition to the circumstances in which the office of a Board member becomes vacant by virtue of the Act, the office of a Board member becomes vacant if the Board member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns office in writing to the Association;

- (e) is absent without the consent of the Board from three (3) meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of her interest;
- (h) in the opinion of the Board (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
 - (i) has brought the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Board member of a corporation under the *Corporations Act 2001 (Cth)*.

17.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Board member or Board members, the remaining Board members may act but, if the number of remaining Board members is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Board members to a number sufficient to constitute such a quorum.

18. MEETINGS OF THE BOARD

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Board member may at any time convene a meeting of the Board within a reasonable timeframe.

18.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Board members shall for all purposes be deemed a determination of the Board. All Board members shall have one (1) vote on any question. The chairperson shall not exercise a casting vote.

18.3 Out of Session Resolutions

- (a) A resolution in writing, signed or assented to by any reasonable form of visible or other electronic communication by all the Board members shall be as valid and effectual as if it had been passed at a meeting of Board members duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Board members.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Board members is not physically present at the meeting, provided that:

- (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
- (ii) notice of the meeting is given to all the Board members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Board members are not required to be present in person;
- (iii) if a failure in communications prevents **clause (i)18.3(b)(i)** from being satisfied by that number of Board members which constitutes a quorum, and none of such Board members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
- (iv) any meeting held where one (1) or more of the Board members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board member is there present and if no Board member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 Quorum

At meetings of the Board the number of Board members whose presence is required to constitute a quorum shall be half ($\frac{1}{2}$) of the Board members in office, plus one.

18.5 Notice of Board Meetings

Unless all Board members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than seven (7) days written notice of the meeting of the Board shall be given to each Board member. The agenda shall be forwarded to each Board member not less than four (4) days prior to such meeting.

18.6 Chairperson

The Board shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a board meeting the remaining Board members shall appoint another Board member to preside as chair for that meeting only.

18.7 Board members' Interests

A Board member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Board member is in any way interested will be void unless approved by the Board.

18.8 Conflict of Interest

A Board member shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Board member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Board member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

18.9 Disclosure of Interests

- (a) The nature of the interest of such Board member must be declared by the Board member at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Board member becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Board member becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

18.10 General Disclosure

A general notice that a Board member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Board member and the said transactions. After such general notice it is not necessary for such Board member to give a special notice relating to any particular transaction with that firm or company.

18.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Board member in accordance with **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting.

Such disclosure shall be made annually.

19. EXECUTIVE OFFICER

19.1 Appointment of Executive Officer

An Executive Officer may be appointed by the Board for such term and on such conditions as the Board thinks fit.

19.2 Executive Officer to act as Secretary and Public Officer

The Executive Officer shall act as and carry out the duties of Secretary and Public Officer of the Association and shall administer and manage the Association in accordance with the Act and this Constitution.

19.3 Specific Duties

The Executive Officer shall:

- (a) as far as practicable attend all Board Meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use his best endeavours to distribute those minutes to affiliated Centres promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Association.

19.4 Board Power to Manage

Subject to the Act, this Constitution, the Policies and any directive of the Board, the Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed by the Association in General Meeting shall invalidate any prior act of the Executive Officer or the Board which would have been valid if that resolution had not been passed.

19.5 Executive Officer may employ

The Executive Officer may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Executive Officer determines as long as the conditions are within the approved budgeted expenditure for employment of personnel.

20. DELEGATIONS

20.1 Board may Delegate Functions

The Board may by resolution in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time.

20.2 Delegation by Resolution

The Board may delegate such functions as are specified in the resolution, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

20.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

20.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

20.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

20.6 Revocation of Delegation

The Board may by resolution at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

21. SEAL

- (a) The Association shall have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the minute books of the Association and in a separate Register. The affixing of the Seal must be witnessed by two (2) Board members.

22. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

23. SPECIAL GENERAL MEETINGS

23.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

23.2 Requisition of Special General Meetings

- (a) The Executive Officer shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Executive Officer does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

24. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Centre, Honorary Life and Life Member and other Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Executive Officer and Board members shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting. The notice shall be announced at least forty-eight (48) days before the proposed date of the meeting, calling for motions to be submitted according to Clause 26.
- (c) At least fourteen (14) days' prior to the General Meeting, members are entitled to receive information including:
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and
 - (iii) forms of authority in blank for proxy votes; and
 - (iv) forms and guidelines for nomination to the Board.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 42**.

25. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Board members under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Executive Officer not less than twenty-one (21) days (excluding receiving date and meeting date) prior to the General Meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be **15** Life and Individual Members entitled to vote.

27.2 Chairperson to preside

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside the Delegates present shall appoint another Board member to preside as chairperson for that meeting only.

27.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

27.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) a simple majority of Members.

27.5 Recording of Determinations

Unless a poll is demanded under **clause 27.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

27.6 Where Poll Demanded

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

28. VOTING AT GENERAL MEETINGS

28.1 Members Entitled to Vote

Each Life and Individual Member shall be entitled to one (1) vote at General Meetings. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Executive Officer shall have no right to vote at General Meetings.

28.2 Chairperson Voting Powers

Where voting at General Meetings is equal the motion will be lost. The Chairperson shall not exercise a casting vote.

29. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Executive Officer at or before the commencement of the meeting. Proxies shall be exercised by any natural person nominated by the Member entitled to vote. No person shall exercise more than one (1) proxy vote at any one (1) time.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as s/he thinks fit.

30. CENTRE AND STRATEGIC FORUM OF ASSOCIATION

30.1 Centre and Strategic Forums

The Association shall hold a centre and strategic forum at least twice per year. The object of the centre and strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Association's strategic plan and direction;
- (c) discuss statewide issues;

- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level; and,
- (e) to foster discussion and exchange of information

30.2 Attendees at Centre and Strategic Forums

The following persons may attend strategic forums of the Association:

- (a) up to two (2) delegates from each Centre;
- (b) the Board members; and
- (c) such other persons the Board considers should be invited.

31. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and/or a Centre, and:
 - (i) another Member; or
 - (ii) a Centre; or
 - (iii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties, in accordance with RDA SA Grievance policy.
- (c) The Board may prescribe additional grievance procedures in accordance with this **Clause 31**.

32. RECORDS AND ACCOUNTS

32.1 Records

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting.

32.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Executive Officer.

32.3 Association to Retain Records

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate, unless otherwise specified in Association policy.

32.4 Board to Submit Accounts

The Board shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

32.5 Accounts to be Sent to Members

The Executive Officer shall make available to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of accounts, the Board's report, the auditor's report and every other document required under the Act (if any).

32.6 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Board members or in such other manner as the Board determines.

33. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

34. APPLICATION OF INCOME

34.1 The income and property of the Association shall be applied solely towards the promotion of the Objects.

34.2 Except as prescribed in this Constitution or the Act:

- (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

34.3 Nothing in **clauses 34.1** or **34.2** shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Association whether as an employee, Board member or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member, subject to approval as defined by the Act;
- (d) rent for premises demised or let by any Member to the Association;
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

35. WINDING UP

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association is limited.

36. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation or organisations to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of South Australia or other Court as may have or acquire jurisdiction in the matter.

37. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Resolution of a General meeting of Members.

38. POLICIES

38.1 Board to Formulate Policies

The Board may formulate, issue, adopt, interpret and amend such Policies for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association in South Australia as it thinks necessary or desirable. Such Policies must be consistent with the Constitution, and any directives of the Board.

38.2 Policies Binding

All Policies are binding on the Association and all Members.

38.3 Policies Deemed Applicable

All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Policies and shall continue to apply.

38.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Policies shall be advised to Members by means of Bulletins approved by the Board and prepared and issued by the Executive Officer. Centres shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

39. STATUS AND COMPLIANCE OF ASSOCIATION

39.1 Recognition of Association

The Association is a member of RDAA and is recognised by RDAA as the controlling authority for Riding for the Disabled in South Australia and subject to compliance with this Constitution and the RDAA constitution shall continue to be so recognised and shall administer Riding for the Disabled in South Australia in accordance with the Objects.

39.2 Compliance of Association

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in South Australia;
- (b) apply its property and capacity solely in pursuit of the Objects;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Riding for the Disabled, its standards, quality and reputation for the benefit of the Members;
- (e) at all times act in the interests of the Members;
- (f) not resign, disaffiliate or otherwise seek to withdraw from RDAA without approval by resolution of a General meeting of Members; and
- (g) abide by the RDA SA Constitution and the Policies of Riding for the Disabled Association S.A. Incorporated.

40. ASSOCIATION'S CONSTITUTION

40.1 Constitution of the Association

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to the RDAA constitution subject always to the Act.
- (b) The Association shall provide to RDAA a copy of this Constitution and all amendments to this document.

41. STATUS AND COMPLIANCE OF CENTRES

41.1 Compliance

Centres acknowledge and agree that they shall comply with the conditions and terms outlined in the Agreement for Centres and detailed in Schedules 2 and 3, and will:

- (a) adopt and implement such communications and Intellectual Property policies as may be developed by the Association from time to time, including the need to maintain consistent Association brand management; and
- (b) have regard to the Objects in any matter of the Centre pertaining to Riding for the Disabled.

42. NOTICE

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or designated facsimile number or designated electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail to the Member's designated address, service of the notice shall be deemed to be effected when the electronic communication enters that Member's information system (*Electronic Transactions Act, 13 (4)*).

43. PATRONS AND VICE PATRONS

43.1 Association Patrons

The Association at its Annual General Meeting may appoint annually on the recommendation of the Board such number of Patrons as it considers necessary, subject to approval of that person or persons.

43.2 Centre Patrons

Centres may appoint Centre Patrons, subject to approval of the Board and of that person or persons.

44. INDEMNITY

- (a) Every Board member and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Board member or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Board members and employees against all damages and losses (including legal costs) for which any such Board member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (ii) in the case of a Board member, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and,
 - (iii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

45. AUTHORITY TO TRADE

The Association is authorised to trade in accordance with the Act.