

THE HUT COMMUNITY CENTRE INCORPORATED
Constitution – 2013

1. NAME

The name of the incorporated Association shall be “The Hut Community Centre Incorporated” hereinafter called “The Hut”.

2. DEFINITIONS

2.1 “The Board” means the Management Board of The Hut

2.2 “Member” means a member of The Hut

2.3 A “volunteer” is anyone who volunteers their time, experience, knowledge or expertise without expectation of financial remuneration.

2.4 A “General Meeting” is a general meeting open to all members convened within the terms of this Constitution

2.5 “Special Resolutions” are to amend the Constitution, dissolve the association or are resolutions at a Special General Meeting

2.6 A “year” is a financial year

2.7 “The Act” means the Associations Incorporations Act (1985), as amended.

3. MISSION, VISION AND OBJECTIVES

3.1 MISSION

The Hut's mission is to improve the well-being, independence, self-esteem and skills of Hills residents and to strengthen the capacity of the Hills community through:

- direct services and
- support for other community organisations

3.2 VISION

The Vision of The Hut is that Adelaide Hills residents live in and contribute to a healthy, connected, supportive and strong community.

3.3 OBJECTIVES

The Objectives of The Hut are to:

- 3.3.1 Improve awareness of community needs by broad community consultation to ensure relevant services
- 3.3.2 Deliver high quality, well planned, innovative services within the broad categories of support and assistance, education and training and healthy living
- 3.3.3 Provide a professional volunteer program that supports and values volunteers
- 3.3.4 Build the resources of The Hut to enable it to meet its objectives whilst ensuring the well-being of staff, including volunteers
- 3.3.5 Develop, implement and resource fund-raising programs
- 3.3.6 Promote and market The Hut in a planned manner to increase community awareness
- 3.3.7 Meet not-for-profit sector standards of governance and management

4. POWERS

To carry out its objectives The Hut may:

- 4.1 acquire, hold, deal with and dispose of any property of The Hut;
- 4.2 administer any property or trust;
- 4.3 open and operate bank accounts;
- 4.4 invest and deal with the moneys of The Hut

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- 4.5 enter into any arrangement in the furtherance of its objectives;
- 4.6 apply for grants and accept grants and gifts either monetary or in kind;
- 4.7 borrow money upon such terms and conditions as are deemed appropriate;
- 4.8 give such security as is necessary for the discharge of liabilities incurred by The Hut
- 4.9 appoint agents to transact any business on behalf of The Hut;
- 4.10 appoint, employ, remove or suspend such persons as The Hut deems necessary
- 4.11 enter into any other contract and do all such things as are incidental or conducive to the attainment of The Hut's objectives.

5. MEMBERSHIP

- 5.1 Any person who subscribes to the objectives of The Hut is eligible for membership
- 5.2 Members are those persons eligible for membership who have completed and lodged a Membership Application Form with the Executive Officer.
- 5.3 The Board reserves the right to reject an application for membership.
- 5.4 Membership shall initially be for the remainder of the year in which the Membership Application Form is lodged.
- 5.5 Membership shall be renewed each year by 30 June by lodgement of a Membership Renewal Form
- 5.6 Membership shall be free
- 5.7 Membership shall cease:
 - 5.7.1 upon the receipt of a resignation in writing;
 - 5.7.2 upon the non-renewal of membership;
 - 5.7.3 on the death of the member; or
 - 5.7.4 upon termination of membership by the Board.
- 5.8 **Termination**
 - 5.8.1 Membership may be terminated if such a resolution is passed by not less than a three quarters majority vote at either a Board or a General Meeting
 - 5.8.2 A member whose membership is so terminated may, on not less than two weeks written notice, require the termination to be reconsidered at a subsequent General Meeting
- 5.9 **Register of Members**

A register of members shall be kept and updated annually. It shall contain:

 - the full name and address of each member;
 - the date on which each member was registered;
 - the date of and reason for any cessation of membership

6. THE BOARD

6.1 Powers and Duties

- 6.1.1 The affairs of The Hut shall be managed and controlled by a Board. In addition to the powers and authorities conferred by this Constitution, the Board may exercise all such powers and do all such things as it deems necessary to achieve The Hut's objectives which are not required by the Act or by the Constitution to be done by a General Meeting.

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- 6.1.2 The Board has responsibility for the management and control of the funds and other property of The Hut
- 6.1.3 The Board shall have the authority to interpret the meaning of the Constitution and matters relating to the affairs of The Hut on which the Constitution is silent.
- 6.1.4 The Board shall appoint a Public Officer as required by the Act
- 6.1.5 The Board shall appoint an Executive Committee of the Board comprised of the Chairperson and such members of the Board as it deems necessary
- 6.1.6 All Executive Committee decisions shall be put to the next meeting of the Board for ratification
- 6.1.7 The Board may appoint standing committees, ordinary committees and working parties as required

6.2 Appointment of the Board

- 6.2.1 The Board shall be appointed at the Annual General Meeting
- 6.2.2 It shall be comprised of:
 - nine elected members and
 - a nominee of the Adelaide Hills Council.
- 6.2.3 The term of membership for elected members is three years from the date of their election, with an option of re-election for one consecutive three-year term only
- 6.2.4 The Board may fill vacancies of elected members unfilled at the Annual General Meeting, or casual vacancies, by co-opting members (other than members who have served two consecutive three-year terms at the last Annual General Meeting) to serve until the next Annual General Meeting
- 6.2.5 To be eligible for election, a candidate must be nominated by a member at least twenty one (21) days before the Annual General Meeting by delivering to the Executive Officer the nomination form signed by the proposer and nominee
- 6.2.6 Notice of all persons nominated for election shall be made available to all members of The Hut at least seven days prior to the meeting
- 6.2.7 There shall be a Chairperson and a Deputy Chairperson, elected by the Board from its members at a meeting held within two weeks following the Annual General Meeting
- 6.2.8 The Adelaide Hills Council nominee is not eligible for the position of Chairperson

6.3 Proceedings of the Board

- 6.3.1 Each member of the Board shall be entitled to vote at Board meetings. In the event of a tied vote, the Chairperson shall have the casting vote
- 6.3.2 The Board shall meet as often as is required to conduct the business of The Hut
- 6.3.3 A quorum shall be one half the number of Board members plus one
- 6.3.4 The Chairperson or any two other members of the Board may call a meeting of The Board
- 6.3.5 Any member of The Hut may attend meetings of the Board, but will not be eligible to vote. A member may seek permission to speak and be heard at the meeting.

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6.4 Ceasing Office

The office of a Board or Committee member shall become vacant if a member fails to renew membership or resigns in writing or:

- is disqualified from being a Board or Committee member by the Act;
- is expelled as a member under this Constitution;
- is permanently incapacitated by ill health;
- is absent from more than four meetings in a financial year without an explanation acceptable to the Chairperson of the Board;
- ceases to be the nominee of the Adelaide Hills Council.

7. THE SEAL

The Hut shall have a Common Seal which shall be affixed only by resolution of the Board or of a General Meeting and in the presence of at least two members of the Board including at least one office bearer. Every use of the seal shall be recorded in the minutes of the succeeding Board meeting or of a General Meeting.

8. GENERAL MEETINGS

8.1 Annual General Meetings

8.1.1 The Annual General Meeting shall be held once every financial year and not more than five months after the close of the financial year.

8.1.2 The order of the business of the Annual General Meeting shall be:

- The confirmation of the minutes of the previous Annual General Meeting and of any Special General Meeting held since the previous Annual General Meeting
- To receive a report from the Chairperson of the Board for the previous financial year
- To receive a report and audited financial statements for the previous financial year
- To receive all other relevant reports
- To elect or re-elect the members of the Board
- To appoint an auditor; and
- To conduct other business either placed on the agenda before the commencement of the meeting or other items of business agreed to by the meeting.

8.2 Special General Meetings

8.2.1 The Board may call a Special General Meeting at any time

8.2.2 A Special General Meeting shall be a meeting open to the membership of The Hut

8.2.3 The Executive Officer will call a Special General Meeting to be held within twenty eight (28) days of receipt of:

- a directive of the Board; or
- a written request of three members of the Board or of fifteen members of The Hut, specifying the business to be conducted at the meeting.

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8.3 Notice of General Meetings

- 8.3.1 Notice of not less than twenty one (21) days shall be given to members. The notice shall set out where and when the meeting will be held and particulars of the nature and order of business to be transacted at the meeting.
- 8.3.2 A notice may be given by The Hut to a member by serving the member with the notice personally or by sending it by post or electronically to the address appearing in the register of members.
- 8.3.3 Where the notice is sent by post:
- the service is effected by properly addressing, prepaying and posting a letter or packet containing the notice; and
 - unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would have been delivered in the ordinary course of post.
- 8.3.4 Where a notice is sent electronically:
- the service is effected by properly addressing the message and forwarding; and
 - unless the contrary is proved, service will be taken to have been effected at the time and date shown on the forwarded message and there is no message to the effect that the transmission has failed.

8.4 Proceedings at General Meetings

- 8.4.1 A quorum at a General Meeting shall be ten members eligible to vote or two thirds of all such members, whichever is less
- 8.4.2 The Executive Officer or his or her nominee shall be in attendance ex-officio
- 8.4.3 If at a General Meeting there is no quorum within thirty minutes of the time appointed for the meeting, then a majority of members present may decide to adjourn the meeting for a period not exceeding fourteen days. Notice of the adjourned meeting will be displayed at the office of The Hut at least seven days prior to the scheduled start of the meeting
- 8.4.4 If a quorum is not present at the adjourned meeting, the meeting will lapse altogether
- 8.4.5 The Chairperson shall preside as chairperson at a General Meeting of The Hut
- 8.4.6 If the Chairperson is not present within five minutes after the time appointed for commencement of the meeting, or he or she is present but declines to take the chair or retires from the chair, members eligible to vote may choose a Board member or one of their own number to be the chairperson of that meeting.

8.5 Voting at General Meetings

- 8.5.1 Each member shall be entitled to one vote at a General Meeting provided that he or she has been a member for at least 30 days prior to the meeting
- 8.5.2 The Chairperson will have a deliberative vote only.
- 8.5.3 A question for decision at a General Meeting must be determined by members eligible to vote, who may vote in person or by proxy at the meeting.
- 8.5.4 An Ordinary Resolution is passed by a simple majority at a General Meeting.
- 8.5.5 A Special Resolution shall be deemed to be carried provided it is supported by at least three quarters of the members eligible to vote.

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8.6 Poll at General Meetings

8.6.1 Voting shall be by show of hands, except that:

- In any contested election the poll shall be by secret ballot;
- Any meeting may, by show of hands, require any other vote to be by secret ballot

8.6.2 If a poll is demanded by at least five members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.

8.6.3 A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

8.7 Proxies

Any member eligible to vote not personally present shall be entitled to vote. The member may appoint a proxy (who is also a member eligible to vote) to vote on his/her behalf. The Proxy Form shall be presented to the Executive Officer at the commencement of the meeting.

The proxy form should state the following:

“I the undersigned, being a member of The Hut, hereby appoint, or failing her/him,as my proxy to vote for me or on my behalf at the Annual or Special (as the case may be) General Meeting of The Hut to be held on theday.....of.....20.....

Signed by the said in the presence of

9. MINUTES

9.1 Minutes shall be taken of General Meetings, Board meetings and the meetings of any committees or working parties. Within one month after the relevant meeting, those minutes shall be submitted to the Executive Officer for inclusion in the Register of Minutes set aside for the purpose.

9.2 All minutes kept pursuant to the above clause must be confirmed by the relevant members at a subsequent meeting.

9.3 The minutes shall be signed by the chairperson of the meeting at which the minutes are confirmed, with any amendments to the minutes being recorded in the minutes of the succeeding meeting.

9.4 Minutes confirmed and signed shall, until the contrary is proved, be evidence that the meeting was duly held and that all appointments and decisions made at that meeting shall be deemed to be valid.

10. DISPUTE RESOLUTION

Disputes will be resolved in accordance with The Hut’s policy and procedures for dealing with complaints.

11. FINANCIAL REPORTING

11.1 Financial Year

The financial year will commence on 1 July and close on 30 June next, unless otherwise determined at an Annual General Meeting.

11.2 Accounts to be kept

The Hut shall keep and retain such accounting records as are necessary to correctly

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record and explain its financial transactions and financial position in accordance with the Act.

11.3 Accounts and Reports to be laid before Members

The audited accounts, together with any auditor's report on the accounts and the Chairman's report, shall be laid before members at the Annual General Meeting.

11.4 Appointment of Auditor

11.4.1 At each Annual General Meeting, the members shall appoint a person to be The Hut's auditor

11.4.2 The auditor shall hold office until the next Annual General Meeting and is eligible for re-appointment

11.4.3 If an appointment is not made at an Annual General Meeting, the Board shall appoint an auditor for the current financial year.

12. PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS

The property, funds and income of The Hut shall be applied solely in furtherance of its objectives and no portion shall be distributed directly or indirectly to its members except as bona fide compensation for services rendered or expenses incurred on behalf of The Hut.

13. DISSOLUTION

13.1 Notice of at least 30 days be given to all members of a resolution for the dissolution of The Hut, in a manner provided for in clause 8.3

13.2 No motion for the dissolution of The Hut shall be deemed to be carried unless:

- it is a special resolution passed at a duly convened general meeting and
- it is passed by a majority of not less than three quarters of members of The Hut entitled to vote in person or by proxy

provided that if no quorum is attained at two consecutive meetings called to consider a motion for dissolution of The Hut, it shall be deemed to be carried if it is supported by at least three quarters of those present and entitled to vote at the second meeting.

14. APPLICATION OF SURPLUS ASSETS

14.1 On dissolution, subject to 14.2, all property remaining after payment of all legal liabilities shall be transferred to such other body formed for promoting similar objectives or for charitable objectives as shall be approved by The Hut, provided that such other body shall prohibit the distribution of income and property to the extent stated herein.

14.2 Such organisation or organisations shall be identified and determined by a resolution of members in general meeting

14.3 If The Hut shall have been approved pursuant to Section 30B of the Income Tax Assessment Act (1997), as amended, as a deductible gift recipient, then surplus funds received in that form shall be transferred to such other body also so approved.

15. AMENDMENT OF THIS CONSTITUTION

15.1 This Constitution may be repealed, altered or amended at an Annual General Meeting or at a Special General Meeting called in accordance with Clause 8.

15.2 Alterations shall be registered with the public office responsible for administering the Association Incorporations Act (1985), as amended.

15.3 No motion for the repeal, alteration or amendment of this Constitution shall be deemed to be carried unless:

- There is a quorum present at the meeting; and

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- The motion is supported by at least three quarters of members present and eligible to vote.
- 15.4 The registered Constitution shall bind The Hut and every member to the same extent as if they have respectively signed and sealed it and agreed to be bound by all the provisions thereof.