



canberra **arts**
marketing

Communications · Development · Advice · Advocacy

Association Rules

As amended 29 May 2007

1 NAME

Association Name

- 1.1 The name of the incorporated association is ‘**Canberra Arts Marketing Incorporated**’ (in these Rules called "the Association").

2 DEFINITIONS & INTERPRETATION

Definition

- 2.1 In these Rules, unless the contrary intention appears:
- (a) *Act* means the *Associations Incorporation Act 1981 (ACT)*.
 - (b) *Additional Rights* has the meaning set out in Rule 7.3.
 - (c) *Annual Subscription Fee* means the Membership fee charged by the Association in accordance with these Rules.
 - (d) *Annual General Meeting* means a meeting of the Association convened in accordance with Rule 11.1.
 - (e) *Association* has the meaning set out in Rule 1.
 - (f) *Board* means together, the Executive Board Members and the Board Members, being the committee of management of the Association.
 - (g) *Board Meetings* means meetings of the Board convened in accordance with Rule 19.
 - (h) *Board Members* has the meaning set out in Rule 15.3.
 - (i) *Candidate* has the meaning set out in Rule 16.1.
 - (j) *Category A Member* means any Member with a gross turnover more than \$50,000 per annum (or such other amount as the Board may resolve from time to time).
 - (k) *Category B Member* means any Member with a gross turnover less than \$50,000 per annum (or such other amount as the Board may resolve from time to time).
 - (l) *Chairperson* has the meaning set out in Rule 15.
 - (m) *Common Seal* means the common seal or stamp of the Association bearing its name and registered association number.

- (n) **Deputy Chairperson** has the meaning set out in Rule 15.
- (o) **Executive Board Members** means the Chairperson, Deputy Chairperson, Treasurer and Secretary.
- (p) **Financial Year** means the year ending on 31 December.
- (q) **Meeting** means either an Annual General Meeting or a Special General Meeting of the Association.
- (r) **Member** means any organisation admitted to Membership of the Association in accordance with Rule 6.
- (s) **Nominated Representative** means the person appointed by each Member:
 - (i) who is entitled to:
 - A. attend and vote on behalf of that Member at any Meeting;
 - B. be elected to the Board; and
 - C. exercise any other Membership right on behalf of that Member.
 - (ii) who may only be replaced by the Member they represent;
 - (iii) notice of any change in which the corresponding Member must give to the Secretary as soon as possible.
- (t) **Register of Members** means the register of members to be maintained by the Secretary in accordance with Rule 8 and the Act.
- (u) **Regulations** means regulations under the Act.
- (v) **Secretary** has the meaning set out in Rule 15.
- (w) **Special Business**:
 - (i) in respect of Annual General Meetings, has the meaning set out in Rule 11.4;
 - (ii) in respect of Special General Meetings, has the meaning set out in Rule 12.4; and
 - (iii) in respect of Board Meetings, has the meaning set out in Rule 19.
- (x) **Special General Meeting** means any meeting of the Association other than an Annual General Meeting.
- (y) **Special Resolution** means a resolution passed at a Meeting by 75% of Members present in person or by proxy.

- (z) *Stated Objectives* means the objects of the Association as set out in Rule 3.
- (aa) *Treasurer* has the meaning set out in Rule 15.

Interpretation

2.2 In these Rules:

- (a) a reference to the Secretary of the Association is a reference:
 - (i) if a person holds office under these Rules as Secretary of the Association, to that person; and
 - (ii) in any other case, to the public officer of the Association.
- (b) a reference to a person includes a reference to a body corporate;
- (c) the singular includes the plural and vice versa;
- (d) headings to Rules are included for convenience only and will not affect the interpretation of the Rules to which they relate;
- (e) the word “include” is used without any limitation;
- (f) a reference to one gender is a reference to all genders; and
- (g) where any word or phrase has been given a defined meaning under Rule 2 of these Rules, that meaning will be attributed to any other grammatical form of the word or phrase

3 OBJECTIVES

Stated Objectives

- 3.1 The objects of the Association (which are more fully described in Annexure 2) are:
- (a) to provide arts marketing and related services to Members; and
 - (b) to contribute to the development of arts marketing and arts management in the ACT and the Canberra region.

4 POWERS OF ASSOCIATION

Act

- 4.1 The Association may exercise any power permitted under the Act.

5 ALTERATION OF RULES

Alteration

- 5.1 These Rules and the Statement of Purpose of the Association may be altered, but only in accordance with the Act. To change either the Rules or the Statement of Purpose, the Members must approve the proposed change and pass a Special Resolution to this effect.

6 MEMBERSHIP, ENTRY FEES AND SUBSCRIPTION

Eligibility for Membership

- 6.1 Any person who:
- (a) applies for Membership in accordance with these Rules;
 - (b) has not been previously expelled from the Association;
 - (c) agrees to be bound by these Rules;
 - (d) pays the Annual Subscription Fee payable under these Rules; and
 - (e) is approved by the Board,
- is eligible to be a Member of the Association.
- 6.2 A person who is not a Member of the Association at the time of the incorporation of the Association (or who was a Member at that time but has ceased to be a Member) must not be admitted to Membership unless:
- (a) he or she applies for Membership in accordance with Rule 6.3; and
 - (b) the admission as a Member is approved by the Board.

Application for Membership

- 6.3 Each application for Membership of the Association must be:
- (a) made in writing in the form approved by the Board from time to time;
 - (b) lodged with the Secretary of the Association;
 - (c) accompanied by payment of the Annual Subscription Fee; and
 - (d) specify that Member's Nominated Representative.

Receipt of Application

- 6.4 As soon as practicable after the receipt of an application to become a Member, the Secretary must refer the application to the Board.
- 6.5 The Board must, within 21 days of receiving an application for Membership from the Secretary, determine whether to approve or reject the application.

Acceptance of Application

- 6.6 If the Board approves an application for Membership, the Secretary must, within 14 days:
- (a) notify the applicant in writing that their application for Membership has been approved; and
 - (b) provided the Secretary has received the amounts referred to in Rule 6.3(c), enter the applicant's name in the Register of Members.

Rejection of Application

- 6.7 If the Board rejects an application, the Secretary must, within 14 days:
- (a) notify the applicant in writing that their application for Membership has been rejected;
 - (b) include in the notice given to the applicant the reasons why their application for Membership was reject; and
 - (c) refund to the applicant any amount received pursuant to Rule 6.3(c).

Commencement of Membership

- 6.8 An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership upon receiving written confirmation from the Secretary under Rule 6.7(a) or the applicant's name being entered in the Register of Members, whichever first occurs.

Maintenance of Membership

- 6.9 Subject to Rule 6.11, to maintain their Membership, each Member must pay the Annual Subscription Fee in advance on or before 1 March each year. In addition, each Member must also advise the Association of who their Nominated Representative will be for the coming Financial Year, even if this has not changed from the previous Financial Year.
- 6.10 A Member ceases to be a Member if that Member:
- (a) dies;
 - (b) is dissolved or wound up;
 - (c) resigns or is expelled; or

- (d) becomes bankrupt.

Fees

- 6.11 Prior to each new Financial Year, the Board will determine the Annual Subscription Fee for the oncoming Financial Year.
- 6.12 The Board may also:
 - (a) agree to reduce pro-rata the Annual Subscription Fee payable under Rule 6.3 for applications received after the date stipulated in Rule 6.9;
 - (b) distinguish between Category A Members and Category B Members in determining the applicable Annual Subscription Fee payable by them; and
 - (c) impose any other fee the Board considers is reasonably necessary.

7 CLASSES OF MEMBERSHIP, RIGHTS & LIABILITIES

Classes of Membership

- 7.1 Membership of the Association will be divided into such classes as the Board may from time to time resolve.

Membership

- 7.2 Each Member will, in addition to any other right granted by these Rules or the Board, be entitled to:
 - (a) appoint a Nominated Representative;
 - (b) receive products and services provided by, and other benefits associated with being a Member of, the Association on the terms and conditions then determined by the Association.

Additional Rights

- 7.3 In addition to any other right granted to Members under these Rules, the Association may from time to time grant other rights or privileges to Members (“Additional Rights”).
- 7.4 Any Additional Rights granted by the Association may, at the Association’s sole discretion, be suspended, altered, or cancelled and in which case the Association is not responsible for any loss, damage, cost or expense that a Member may incur as a result and each Member hereby releases and indemnifies the Association from and against such loss, damage, cost or expense.

Assignment & Cessation of Rights

- 7.5 A right, privilege, or obligation of a person by reason of Membership of the Association:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates immediately upon the corresponding Member ceasing to be a Member.

Liability

- 7.6 Each Member's liability to contribute to the Association's debts and expenses on its winding up is limited to the amount owed by that Member in respect of any unpaid fee levied by the Association in accordance with these Rules.

8 REGISTER OF MEMBERS

Secretary to Maintain

- 8.1 The Secretary must keep and maintain a Register of Members containing:
- (a) the name and address of each Member;
 - (b) the class of Membership of each Member; and
 - (c) the date on which each Member's name was entered in the register.

Members may Inspect

- 8.2 The register is available for inspection free of charge by any Member upon request.
- 8.3 A Member may not make a copy of entries in the Register of Members except with the permission of the Board and in such circumstance subject to the terms and conditions (if any) the Board may impose.

9 RESIGNATION OF MEMBERSHIP

Notice of Resignation

- 9.1 A Member of the Association who has paid all moneys due and payable by them to the Association may resign from the Association by giving one month's notice in writing to the Secretary.

Effect of Notice

- 9.2 After the expiry of the period referred to in Rule 9.1:
- (a) the Member ceases to be a Member; and
 - (b) the Secretary must record in the register of Members the date on which the Member ceased to be a Member.

No Refund of Fees

- 9.3 No member will be entitled to a refund of the Annual Subscription Fee, either in whole or in part, upon resigning from the Association in accordance with this Rule.

Deemed Retirement

- 9.4 A Member who has failed to pay any amount due and owing to the Association after one month from the due date for payment will be automatically deemed to have resigned from the Association, unless the Board otherwise determines.

10 DISCIPLINE, SUSPENSION AND EXPULSION OF MEMBERS

Disciplinary Action

- 10.1 Subject to these Rules, if the Board is of the opinion that a Member has refused or neglected to comply with these Rules, has been guilty of conduct prejudicial to the interests of the Association or has otherwise breached any policies published by the Board, the Board may by resolution:

- (a) suspend that Member's Membership, either indefinitely or for a specified period; or
- (b) expel that Member from the Association.

Member to Receive Notice

- 10.2 Where the Board has passed a resolution under Rule 10.1, the Secretary must, as soon as practicable, cause written notice to be given to the Member:

- (a) setting out the resolution passed by the Board and the grounds on which it is based; and
- (b) stating that the Member, or his or her representative, may address the Board at a meeting to be held in accordance with this Rule 10; and
- (c) stating the date, place and time of that meeting; and
- (d) informing the Member that he or she may do one or both of the following:
 - (i) attend that meeting; and
 - (ii) give to the Board before the date of that meeting a written statement seeking the revocation of the resolution;
- (e) informing the Member that, if the Board confirms the resolution at the meeting, he or she may, not later than 48 hours after that meeting, give the Secretary a notice to the effect that he or she wishes to appeal to a Meeting of the Association.

Time of Meeting

10.3 A meeting of the Board to confirm or revoke a resolution passed under Rule 10.1 must be held not earlier than 14 days, and not later than 28 days, after the Member has received notice given in accordance with Rule 10.2.

When Resolution Effective

10.4 A resolution of the Board under Rule 10.1 does not take effect unless and until:

- (a) at a meeting held in accordance with Rule 10.2, the Board confirms the resolution; and
- (b) if the Member exercises a right of appeal to the Association under this Rule, the Association confirms the resolution in accordance with this Rule.

Member's Rights

10.5 At a meeting of the Board to confirm or revoke a resolution passed under Rule 10.1, the Board must:

- (a) give the Member, or his or her representative, an opportunity to be heard; and
- (b) give due consideration to any written statement submitted by the Member; and
- (c) determine by resolution whether to confirm or to revoke the resolution.

Member May Appeal

10.6 If at the meeting of the Board, the Board confirms the resolution, the Member may, not later than 48 hours after that meeting, give the Secretary a notice to the effect that he or she wishes to appeal to the Association in general meeting against the resolution.

Calling General Meeting

10.7 If the Secretary receives a notice under Rule 10.6, he or she must notify the Board and the Board must convene a Special Meeting to be held within 21 days after the date on which the Secretary received the notice.

Procedure at General Meeting

10.8 At a Special Meeting convened under Rule 10.7:

- (a) no business other than the question of the appeal may be conducted; and
- (b) the Board may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution; and
- (c) the Member, or his or her representative, must be given an opportunity to be heard; and

- (d) the Members present must vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

Resolution of General Meeting

- 10.9 A resolution is confirmed if, at the general meeting, not less than two-thirds of the Members (either in person or by proxy) vote in favour of the resolution. In any other case, the resolution is revoked.

No Refund of Fees

- 10.10 No member will be entitled to a refund of the Annual Subscription Fee, either in whole or in part, on being expelled from the Association or their membership of the Association suspended.

11 ANNUAL GENERAL MEETING

Annual General Meeting

- 11.1 The Board must convene an annual Meeting of all Members within six month's of the end of each Financial Year ("Annual General Meeting").

Date, Place and Time & Notice of Annual General Meeting

- 11.2 Subject to Rule 11.1, the Board may determine the date, time and place of the Annual General Meeting and, pursuant to Rule 13, will cause notice of the Annual General Meeting to be given to each Member.

Business at Annual General Meeting

- 11.3 The ordinary business of the Annual General Meeting will be to:
 - (a) confirm the minutes of the Annual General Meeting for the Financial Year immediately preceding the current Financial Year and of any Special General Meetings held since that Annual General Meeting;
 - (b) receive from the Board a report on the activities of the Association for the immediately preceding Financial Year;
 - (c) elect Board Members in accordance with Rule 16; and
 - (d) receive and consider the statement of accounts and reports the Association is required to submit in accordance the Act.

Special Business

- 11.4 The Association may, at an Annual General Meeting, conduct such other business ("Special Business") as may be required providing that notice is given in accordance with Rule 13.

12 SPECIAL GENERAL MEETINGS

Special Meeting

12.1 In addition to the Annual General Meeting, additional meetings of the Association (“Special General Meetings”) must be convened by the Board if:

- (a) the Board passes a resolution; or
- (b) the Secretary receives a written request signed by at least one-third of all Members,

in each case, requiring a Special General Meeting to be held.

Date, Place and Time & Notice of Annual Meeting

12.2 The Board may determine the date, time and place of the Special General Meeting and, pursuant to Rule 13, will cause notice of the Special General Meeting to be given to each Member.

Business

12.3 The business of each Special General Meeting will be confined to those matters set out in either the Board’s resolution or the written request from the Members, in addition to any other matter specifically provided for in these Rules.

Special Business

12.4 The Board may, at any Special General Meeting, conduct such other business (“Special Business”) as may be required providing that notice is given in accordance with Rule 13.

13 NOTICE OF ANNUAL & SPECIAL MEETINGS

Notice

13.1 The Secretary must give notice of every properly convened Annual General Meeting or Special General Meeting to Members:

- (a) in the case of Annual General Meetings:
 - (i) within seven days of the Board resolving pursuant to Rule 11.1 to hold the Annual General Meeting; and
 - (ii) at least twenty-one days prior to the date fixed for the Annual General Meeting; and
- (b) in the case of Special General Meetings:
 - (i) within seven days of:

- A. the Board resolving to hold a Special General Meeting pursuant to Rule 12.1; or
 - B. the Secretary receiving a request from Members to hold a Special General Meeting pursuant to Rule 12.2; and
- (ii) not less than 21 days prior to the date fixed for the Special General Meetings.

Special Business

- 13.2 Any Member who wishes to bring Special Business before either a Special General Meeting or an Annual General Meeting must give written notice to the Secretary at least 7 days prior to the date of the Meeting.
- 13.3 The Secretary must include details of Special Business in any notice issued pursuant to this Rule 13. Where the Secretary has issued a notice before receiving notice of Special Business, the Secretary must reissue the original notice prior to the Meeting.

14 PROCEEDINGS AT MEETINGS

Quorum

- 14.1 Quorum for any Meeting is 20% of all Members, present whether in person or by proxy.

Lack of Quorum

- 14.2 A Meeting must not commence and no business can be transacted until quorum is established.
- 14.3 If quorum is not established within half an hour from the notified time for the Meeting, the Meeting will be adjourned for 7 days to be held at the same time and place.

Chairperson to Preside

- 14.4 The Chairperson or Deputy Chairperson will preside at each Meeting.

Method of Voting

- 14.5 Each Member participating in a Meeting (either in person or by proxy) is entitled to one vote.
- 14.6 Any proxy appointed by a Member must be notified in writing to the Secretary in the form attached at Appendix 1 not less than twenty-four hours prior to the commencement of the Meeting.
- 14.7 Any decision taken at a Meeting will be decided either on a show of hands or, if the Members or the Chairperson requires, by secret ballot.

- 14.8 The Chairperson or Deputy Person (as the case may be) presiding at the Meeting may apply the rules and procedures they consider to be reasonably necessary and appropriate to properly conduct a secret ballot.

Tied Vote

- 14.9 In the event of a tied vote:
- (a) the Chairperson or Deputy Chairperson (as the case may be) presiding at the Meeting may not exercise a second or casting vote; and
 - (b) the vote is lost.

15 BOARD COMPOSITION & DUTIES

Board

- 15.1 The business and affairs of the Association will be managed by the Board.
- 15.2 Subject to these Rules and the Act, the Board may:
- (a) exercise any right or power the Association may have other than those rights or powers requiring a resolution passed by the Members at a Meeting;
 - (b) perform all other acts and do such things as the Board considers to be reasonably necessary for the proper and efficient management of the business and affairs of the Association.

Composition of Board

- 15.3 The Board will comprise of:
- (a) one Chairperson;
 - (b) one Deputy Chairperson;
 - (c) one Secretary / Public Officer;
 - (d) one Treasurer,
- (each, an “Executive Board Member”), elected in accordance with Rule 16,
- (e) up to 5 ordinary Board members elected in accordance with Rule 16; and
 - (f) up to 2 additional co-opted Board members appointed by the Board to fulfill an advisory role,
- (together with the Executive Board Members, the “Board Members”).

Chairperson’s Role

- 15.4 The Chairperson will, in addition to any other duty specified in these Rules, be responsible for performing all of the duties of the Director in his or her absence and such other duties as the Director may from time to time direct.

Deputy Chairperson's Role

- 15.5 The Deputy Chairperson will, in addition to any other duty specified in these Rules, be responsible for performing all of the duties of the Chairperson in his or her absence and such other duties as the Director may from time to time direct.

Secretary's Role

- 15.6 The Secretary will, in addition to any other duty specified in these Rules, be responsible for:
- (a) keeping or causing to be kept full and correct minutes of all proceedings (including any resolutions) at Meetings;
 - (b) keeping or causing to be kept full and correct minutes of all proceedings (including any resolutions) at Board Meetings;
 - (c) properly convening any Meetings in accordance with these Rules;
 - (d) properly convening any Board Meeting in accordance with these Rules; and
 - (e) not less than one month prior to the expiration of his or her term of office, preparing a comprehensive written report on all significant matters to do with the Association and providing that report to the Members.

Treasurer's Role

- 15.7 The Treasurer will, in addition to any other duty specified in these Rules, be responsible for:
- (a) keeping or causing to be kept all proper accounts and books and records required to accurately and comprehensively report the financial affairs of the Association;
 - (b) receiving on behalf of the Association all fees, subscriptions and other money and preparing receipts for it;
 - (c) ensure that all amounts received on behalf of the Association are banked within 14 days of receipt into the Association's bank account;
 - (d) promptly paying any expenditure of the Association authorised by the Board;
 - (e) submitting to the Board within three months of the commencement of each Financial Year a budget for the Association for that Financial Year;
 - (f) not less than one month prior to the expiration of his or her term of office, preparing a comprehensive written report on all significant financial matters to do with the Association and providing that report to the Members; and

- (g) maintaining a register of all assets owned by the Association.
- 15.8 The Treasurer may delegate any of the above tasks to appropriately qualified employees of the Association but remains primarily responsible for ensuring that those tasks are properly performed despite that delegation.

General Duties

- 15.9 A Board Member or former Board Member:
- (a) must not knowingly or recklessly make improper use of his or her office or information acquired by virtue of his or her office so as to gain, directly or indirectly, any pecuniary benefit or material advantage for himself or herself or any other person, or so as to cause a detriment to the Association; and
 - (b) who has any direct or indirect pecuniary interest in a contract, or proposed contract with the Association must disclose the nature and extent of his or her interest in the contract to the Board and the Treasurer must disclose that interest in the financial statements submitted to the Members at next Annual General Meeting.

Appointment of Director

- 15.10 The Board must appoint an appropriately qualified person to act as Director. The terms and conditions of that person's appointment will be as determined by the Board having regard to:
- (a) the state of affairs of the Association;
 - (b) the nature of the Director's role; and
 - (c) the qualifications, skills and experience of that person.

Directors' Role

- 15.11 The Director will, in addition to any other duty specified in these Rules, be responsible for:
- (a) honestly and efficiently coordinating the day to day activities of the Association;
 - (b) professionally representing and advancing the interests and Stated Objectives of the Association; and
 - (c) not less than one month prior to the expiration of his or her term of appointment, preparing a comprehensive written report on all significant matters to do with the Association and providing that report to the Chairperson.
- 15.12 The Director may also perform any other function (including those required under these Rules to be performed by the Secretary) reasonably necessary to ensure the efficient

operation of the Association and which the Board has expressly or by its conduct agreed to.

16 ELECTION OF BOARD MEMBERS

Nominations

16.1 Any Member may be nominated for election to an office on the Board by any two other Members delivering to the Secretary at least 7 days before the date of the Annual General Meeting (“Candidate”):

- (a) notice in writing signed by both Members and nominating the Candidate for a specific office on the Board for which the Candidate is to be considered; and
- (b) written consent from the Candidate to be nominated for and, if elected, to act in the capacity of the relevant office.

16.2 A Candidate may nominate for more than one office on the Board.

Lack of Nominations

16.3 If no nominations have been received for a particular office on the Board prior to the commencement of the Annual General Meeting, nominations may be received at the Annual General Meeting.

16.4 No Candidate may be appointed to more than one office on the Board.

Deemed Election

16.5 If a Candidate’s nomination is uncontested, that is, no other candidate has nominated for the same office on the Board, the Candidate will be deemed to have been elected to that office.

Contested Office

16.6 If more than one valid nomination has been received for an office on the Board, a ballot will be held at the Annual General Meeting to determine which Candidate will be appointed to that office.

16.7 The Board may conduct a ballot required in accordance with this Rule in any manner which the Board considers appropriate.

Term of Appointment

16.8 Subject to these Rules, each Board Member will hold office for the period between:

- (a) the conclusion of the Annual General Meeting at which they were appointed to the Board; and

- (b) the conclusion of the second Annual General Meeting after the Annual General Meeting at which they were appointed to the Board.

16.9 To ensure continuity in the management of the Association:

- (a) only 5 Board Members will stand for election in a year that is an odd number;
and
- (b) only 4 Board Members will stand for election in a year that is an even number.

Re-election

16.10 Subject to these Rules, each Board Member will, following the conclusion of the term of their office pursuant to this Rule, be eligible for re-election by the Members.

16.11 No Board Member may hold office for more than 3 consecutive terms (that is, six years).

Executive Board Members

16.12 The Board will, at the first Board Meeting after each Annual General Meeting, elect from among their number those Board Members who will serve as 'Executive Board Members'.

16.13 Each Executive Board Member will hold office in the capacity they were elected until the close of the Board Meeting following the next Annual General Meeting.

Meaning of Words

16.14 In this Rule 16, the term 'Member' includes each Member's Nominated Representative.

17 VACANT BOARD OFFICE

Vacant Office

17.1 An office on the Board becomes vacant if the person holding that office:

- (a) ceases to be either a Member or the Nominated Representative of a Member of the Association;
- (b) dies or becomes totally and permanently disabled;
- (c) becomes an insolvent under administration, commits an act of bankruptcy or against whom a sequestration order is made; or
- (d) resigns the office by notice in writing given to the Secretary.

Appointment

17.2 Subject to Rule 17.3, the Board must, within 14 days of an office on the Board becoming vacant, appoint another Member to fill the vacancy.

- 17.3 Where a vacancy on the board arises as a result of a Board Member ceasing to be the Nominated Representative of a Member, the new person appointed by that Member as their Nominated Representative will be entitled to serve on the Board in the same capacity as the original Board Member, unless the rest of Board objects.

Term of Appointment

- 17.4 Any Member appointed to the Board in accordance with this Rule will, subject to these Rules, hold office until the conclusion of the next Annual General Meeting following their appointment.

18 REMOVAL FROM BOARD

Removal From Office

- 18.1 Any Board Member may be:
- (a) removed from office prior to the expiration of their term of appointment; and
 - (b) another Member appointed to that office,
- 18.2 in each case by ordinary resolution passed at a Special General Meeting convened in accordance with these Rules for that purpose.

Submission

- 18.3 Any Board Member who either the Board or the Members propose to remove from office under this Rule may make written submissions in respect of their removal to the Board.
- 18.4 The Board will include with the notice of the Special General Meeting any written submissions made by the relevant Board Member.

19 PROCEEDINGS AT BOARD MEETINGS

Number of Board Meetings

- 19.1 The Board must meet at least 8 times in each financial year (“Board Meetings”).
- 19.2 In addition to those Board Meetings required under this Rule:
- (a) the Director may convene such other Board Meetings as he or she considers both necessary and appropriate; and
 - (b) two or more Executive Board Members may convene such other Board Meetings they consider both necessary and appropriate.

Date, Place and Time & Notice of Annual Meeting

- 19.3 The Board may determine the agenda, date, time and place of any Board Meeting.

Notice

- 19.4 The Secretary must, unless the Board Members unanimously agree otherwise, give notice of every Board Meeting to each Board Member at least three days prior to the date fixed for the Board Meeting.

Quorum

- 19.5 Quorum for any Board Meeting is any four or 50% of the Board Members (whichever is greater), one of which must be the Director or Chairperson.

Lack of Quorum

- 19.6 Subject to these Rules, a Board Meeting must not commence and no business can be transacted until quorum is attained.
- 19.7 If quorum is not attained within half an hour from the notified time for the Board Meeting, the Board may either:
- (a) continue with the meeting, except that any resolution required to be passed will be held over until the next Board Meeting at which quorum is obtained; or
 - (b) adjourn the Board Meeting to the date, time and place decided by the Director.
- 19.8 The Secretary must give notice to each Board Member of the date, time and place of any adjourned Board Meeting.
- 19.9 Any Board Meeting following a Board Meeting that was conducted in the absence of quorum must, as its first item of business, review the matters discussed at that meeting and vote on any proposed resolutions arising from those matters.

Vacancy in Office

- 19.10 Subject to Rule 19.6, a vacancy on the Board will not prevent a Board Meeting from being convened and conducted in accordance with this Rule.

Chairperson & Deputy Chairperson to Preside

- 19.11 The Chairperson, or in his her absence, the Deputy Chairperson will preside at each Board Meeting.

Method of Voting

- 19.12 Each Board Member present at a Board Meeting is entitled to one vote.
- 19.13 Any decision taken at a Board Meeting will be decided on a show of hands.

Tied Vote

- 19.14 In the event of a tied vote, the Chairperson or the Deputy Chairperson (as the case may be) presiding at the meeting may exercise a second or casting vote.

Attendance by Board Members

- 19.15 A board member who is absent from 3 consecutive Board Meetings shall be deemed to have resigned from the board unless the Board has granted them a leave of absence beforehand.

20 DISSOLUTION

Resolution

- 20.1 The Association will be wound up in accordance with these Rules where a Special Resolution requiring it to be wound up is passed at a validly convened Special General Meeting or Annual General Meeting.

Winding Up

- 20.2 On winding up the Association, the Board will:
- (a) pay out or otherwise discharge any validly incurred liabilities or debts of the Association; and
 - (b) to the extent any surplus assets remain, pay or otherwise transfer the surplus to an organisation with similar objects to the Association.
- 20.3 For the avoidance of doubt, no Member has any interest in any surplus assets of the Association upon its winding up.

21 FUNDS

Source

- 21.1 The Association will derive its funding from Annual Subscription Fees, fees for services, donations, grants and such other sources as the Board determines from time to time.

Use

- 21.2 Unless the Association otherwise resolves, the funds of the Association must be applied by the Board in pursuing the Stated Objectives.

22 CHEQUES

Signing

- 22.1 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two of the following:
- (a) the Treasurer;

- (b) the Director;
- (c) the Chairperson; and
- (d) the Deputy Chairperson.

23 ASSETS

Benefit

- 23.1 All assets of the Association are for the exclusive use of the Members.

24 RECORDS

Custody

- 24.1 Except as otherwise provided in these Rules or the Act, the Board will keep in their custody or under their control all books, documents and securities of the Association.

Access

- 24.2 Any books, documents and securities of the Association will be available for inspection by Members upon request.

25 SEAL

Custody

- 25.1 The Director will keep the Common Seal of the Association.

Use

- 25.2 The Common Seal must not be affixed to any instrument except by authority of the Board .
- 25.3 The Director, together with the Chairperson, or if the Chairperson is unavailable, an Executive Board Member, are required to sign adjacent to any application of the Common Seal.

26 NOTICES

Service

- 26.1 A notice may be served by or on behalf of the Association upon any Member either personally or by sending it by mail to the Member at the address (appropriate for the mode of delivery) shown in the register of Members.

Receipt

- 26.2 Where a document is properly addressed and mailed to a person, the document shall, unless the contrary is proved, be deemed to have been given to the person at the time at which the document would have been delivered in the ordinary course of mail.

27 DISPUTES AND MEDIATION

Application

- 27.1 The grievance procedure set out in this Rule applies to disputes under these Rules between:
- (a) a Member and another Member; or
 - (b) a Member and the Association.

Informal Meeting

- 27.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

Mediation

- 27.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

Mediator

- 27.4 The mediator must be:
- (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement:
 - (i) in the case of a dispute between a Member and another Member, a person appointed by the Board; or
 - (ii) in the case of a dispute between a Member and the Association, an accredited mediator appointed by the Law Society of the Australian Capital Territory.
- 27.5 Subject to these Rules:
- (a) a Member of the Association can be the mediator; and
 - (b) the mediator cannot be a Member who is a party to the dispute.

27.6 The mediator, in conducting the mediation, must:

- (a) give the parties to the mediation process every reasonable opportunity to be heard; and
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

27.7 The mediator must not determine the dispute.

Obligation to Act in Good Faith

27.8 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

Unresolved Disputes

27.9 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

APPENDIX 1

FORM OF APPOINTMENT OF PROXY FOR MEETING OF ASSOCIATION CONVENED UNDER RULE 7(7)

I, *(name)* of *(address)* being a Member of **CANBERRA ARTS MARKETING** (“Association”) appoint *(name of proxy holder)* of *(address of proxy holder)* being a Member of the Association, as my proxy to vote for me on my behalf at the Annual / Special* General Meeting General Meeting of the Association convened under rule 14.6, to be held on *(date of meeting)* and at any adjournment of that meeting.

I authorise my proxy to vote on my behalf at their discretion in respect of the following resolution *(insert details of resolution)*.

*delete whichever does not apply.

Signed

Date

APPENDIX 2

STATED OBJECTS

Canberra Arts Marketing is a consortium of arts organisations from the ACT and region and acts as the peak body for the arts. It is a prototype for the consortium model in Australia. Membership is broad and diverse and is representative of all art forms. The membership is made up of arts festivals, national cultural institutions, commercial and funded galleries and museums, national touring organizations, music ensembles and orchestras, arts venues and facilities, theatre companies and performance groups, community organizations, arts markets and arts media.

Canberra Arts Marketing delivers communications, professional development, advisory and advocacy services to its members through its projects. It operates as a communication distribution and access point for the broader community supplying information about its members' activities.

Canberra Arts Marketing is an incorporated association, funded by the Australia Council for the Arts, the Federal Government's arts funding and advisory body, and the ACT Government through the Cultural Council. Membership fees, fees for service and sponsorship, generate further income.