

**THE ROYAL SCOTTISH COUNTRY DANCE SOCIETY,
AUSTRALIAN TEACHERS' ALLIANCE, Inc. Registered No. A1012400V
CONSTITUTION**

1. NAME

The name of the association shall be: -

**The Royal Scottish Country Dance Society,
Australian Teachers' Alliance Inc.**

hereinafter referred to as "the Alliance".

2. OBJECTS

- a) To promote the aims of the Royal Scottish Country Dance Society;
- b) To foster excellence in the teaching of Scottish Country Dance;
- c) To assist in the ongoing professional development of teachers by undertaking to preserve and disseminate materials supportive to the above objectives;
- d) To stimulate co-operation amongst all teachers and dancers.

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

3. MEMBERSHIP

Membership shall be open to any current member of The Royal Scottish Country Dance Society who holds the Teacher's Certificate, who has passed the Preliminary Test or who has passed the Teaching Certificate Part 1 (Units 1, 2 and 3).

Associate Membership shall be open to any current member of The Royal Scottish Country Dance Society (without a teaching qualification) who is teaching Scottish Country Dancing and who wishes to further his/her teaching skills.

Application for membership is to be submitted on the official Application Form of the Alliance. Upon approval by the Executive and payment of the Annual Subscription, the member's name shall be entered in the Register of Members.

4. FEES

Members shall pay an annual fee of such amount as determined at a General Meeting of the Alliance.

Annual Fees shall become due and **payable on or before the 1st July** in each year.

The financial year of the Alliance shall be from **1 July to 30 June**.

A member shall be deemed unfinancial and forfeit membership if annual fees are not paid within the prescribed financial year.

5. REGISTER OF MEMBERS

The Secretary shall keep and maintain a Register of Members in which shall be entered:

- a) the full name and address and date of membership, or
- b) the full name and postal address and date of membership, or
- c) the full name and email address and date of membership, or
- d) other form of contact information

depending on the requirement of each member.

The Register must include the class of membership of each member and the date on which each member became a member.

The Register shall be available for inspection by members of the Alliance. A fee may be charged to any member requesting a copy of the Register. Members who request a copy or extract of the Register may be required to provide a Statutory Declaration setting out the purpose for which the application to obtain the Register is made. Members who obtain a copy or extract of the Register are not to disclose any information obtained from the Register for any purpose that is not directly

connected to the affairs of the Alliance.

6. PRIVILEGES OF MEMBERS

Every member of the Alliance shall be entitled to:

- a) attend all General Meetings of the Alliance;
- b) receive by direct mail or electronic means from the Secretary of the Alliance a copy of any amendments, up-dates to teaching techniques and similar data issued by the Society from time to time;
- c) receive by direct mail or electronic means, copies of the Alliance's Newsletter;
- d) participate in any discussion forum, teachers' seminar/workshop or similar activity convened by the Alliance;
- e) obtain by electronic transmission or by access to the website where the rules may be downloaded a copy of the Constitution of the Alliance at any time while a member of the Alliance. A hard copy will be provided if a member requests that the Rules be provided in that manner.
- f) inspect the books and documents of the Alliance on giving ten days notice in writing to the Honorary Secretary.

7. DISCIPLINE OF MEMBERS

The committee may decide to suspend a member's membership or to expel a member from the Alliance if:

- a) the member contravenes any of these rules; or
- b) the member acts detrimentally to the interests of the Alliance.

The secretary must give the member written notice of the proposed suspension or expulsion at least 28 days before the committee meeting at which the proposal is to be considered by the committee.

The notice given to the member must state:

- a) when and where the committee meeting is to be held; and
- b) the grounds on which the proposed suspension or expulsion is based; and
- c) that the member, or the member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the proposed suspension or expulsion;

At the committee meeting, the committee must:

- a) give the member, or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the proposed suspension or expulsion; and
- b) give due consideration to any submissions so made; and decide:
 - i. whether or not to suspend the member's membership and, if the decision is to suspend the membership, the period of suspension; or
 - ii. whether or not to expel the member from the Alliance.

A decision of the committee to suspend the member's membership or to expel the member from the Alliance takes immediate effect.

The committee must give the member written notice of the committee's decision, and the reasons for the decision, within 7 days after the committee meeting at which the decision is made.

A member whose membership is suspended or who is expelled from the Alliance may, within 14 days after receiving notice of the Committee's decision under subrule (7), give written notice to the secretary requesting the appointment of a mediator.

If notice is given, the member who gives the notice and the committee are the parties to the mediation.

During the period a member's membership is suspended, the member:

- a) loses any rights (including voting rights) arising as a result of membership; and
- b) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Alliance.

When a member's membership is suspended, the secretary must record in the register of members:

- a) that the member's membership is suspended; and
- b) the date on which the suspension takes effect; and
- c) the period of the suspension.

When the period of the suspension ends, the Secretary must record in the register of members that the member's membership is no longer suspended.

8. DISPUTES

The procedure set out applies to disputes :

- a. between members; or
- b. between one or more members and the Alliance

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party

If the parties to a dispute are unable to resolve the dispute between themselves within the time required, any party to the dispute may start the grievance procedure by giving written notice to the secretary of —

- a) the parties to the dispute; and
- b) the matters that are the subject of the dispute.

Within 28 days after the secretary is given the notice, a committee meeting must be convened to consider and determine the dispute.

The secretary must give each party to the dispute written notice of the committee meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.

The notice given to each party to the dispute must state:

- a) when and where the committee meeting is to be held; and
- b) that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute.

If

- a) the dispute is between one or more members and the Alliance; and
- b) any party to the dispute gives written notice to the Secretary stating that the party:
 - i. does not agree to the dispute being determined by the committee; and
 - ii. requests the appointment of a mediator
 - iii. the committee must not determine the dispute.

At the committee meeting at which a dispute is to be considered and determined, the committee must:

- a) give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute; and
- b) give due consideration to any submissions so made; and
- c) determine the dispute.

The committee must give each party to the dispute written notice of the committee's determination, and the reasons for the determination, within 7 days after the committee meeting at which the determination is made.

A party to the dispute may, within 14 days after receiving notice of the committee's determination give written notice to the secretary requesting the appointment of a mediator.

If notice is given, each party to the dispute is a party to the mediation.

Application of Division

1. This applies if written notice has been given to the Secretary requesting the appointment of a mediator under Rule 8.
2. If this Division applies, a mediator must be chosen or appointed.
3. The mediator must be a person chosen by agreement between the parties; or in the absence of agreement, in the case of a dispute between a member and another member, the committee of the Alliance.
4. In the case of a dispute between a member and the Alliance, the person appointed as mediator by the committee must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre.
5. The person appointed as mediator by the committee may be a member or former member of the Alliance but must not —
 - a. have a personal interest in the matter that is the subject of the mediation; or
 - b. be biased in favour of or against any party to the mediation
6. The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
7. Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least 5 days before the mediation takes place.
8. In conducting the mediation, the mediator must —
 - a. give each party to the mediation every opportunity to be heard; and
 - b. allow each party to the mediation to give due consideration to any written statement given by another party; and

- c. ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- 9. The mediator cannot determine the matter that is the subject of the mediation.
- 10. The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- 11. The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

9. EXECUTIVE

- a)
 - (i) The Executive of the Alliance shall be a Chairman, Secretary, Treasurer and three committee members duly elected at a General Meeting of the Alliance. All positions shall be Honorary;
 - (ii) Membership of the Executive is not open to Associate members. All members of the Alliance with a majority being Full members including the Chairperson;
 - (iii) The following persons must not, without leave of the Commissioner, Dept of Commerce, WA Government accept a position or act as a member of the Executive of the Alliance:
 - a) A bankrupt or person whose affairs are under insolvency laws;
 - b) A person who has been convicted of an indictable offence in relation to the promotion, formation or management of a body corporate, or
 - c) An offence involved fraud or dishonesty punishable by imprisonment for a period of not less than three months, or
 - d) An offence under Part 4, Division 3 or section 127 of the Act.
 This applies to a person who has been convicted of the above offences only for a period of 5 years from the time of the person's conviction, or if the conviction results in a term of imprisonment, from the time of the person's release from custody.

It is preferable, but not mandatory, that Executive members reside in an area where intercommunication is readily and inexpensively effected.

- b) The Executive shall control and manage the business and affairs of the Alliance with a duty of care and diligence, acting in good faith in the best interests of the Alliance and for a proper purpose, and has a duty not to misuse the position and a duty not to misuse information obtained through the position to gain an advantage for self or someone else or to cause detriment to the Alliance.
- c)
 - (i) The Executive shall have the authority to appoint by instrument in writing any sub-committees or groups within the Alliance and delegate to them such duties as it considers necessary for the efficient working of Alliance affairs;
 - (ii) The Executive shall have the authority by instrument in writing to revoke wholly or in part any delegation under this rule;
 - (iii) Any such persons appointed by the Executive shall act with a duty of care and diligence, acting in good faith in the best interests of the Alliance and for a proper purpose, and has a duty not to misuse the position and a duty not to misuse information obtained through the position to gain an advantage for self or someone else or to cause detriment to the Alliance.
- d) The Chairman, Secretary and Treasurer shall be ex-officio members of all sub-committees and groups formed within the Alliance;
- e) The term of office for members of the Executive shall be three (3) years, at which time all positions shall be declared vacant and nominations sought from another State/Branch, with any necessary changes effected the ensuing year.
- f) Proceedings of Executive:
 - (i) The Executive must meet together for the dispatch of business not less than

three (3) times in each year and the Chairperson, or at least half the members of the Executive, may at any time convene a meeting of the Executive.

(ii) Each Executive member has a deliberative vote.

(iii) A question arising at an Executive meeting must be decided by a majority of votes, but, if there is no majority, the person presiding at the Executive meeting will have a casting vote in addition to his or her deliberative vote.

(iv) At an Executive meeting four (4) Executive members constitute a quorum.

- g) All Alliance documents and records held by members of the outgoing Executive should be forwarded to the new Executive as soon as practicable after their appointment ceases.

10. VACANCIES ON EXECUTIVE

If a vacancy on the Executive arises during the term of office of the Executive, the Executive may appoint a replacement to the vacancy. The person so appointed shall retain such office until the next General Meeting, when the appointee, or other nominee, is formally elected to the Executive.

The office of a member of the Executive shall become vacant:

- a) upon cessation of membership of the Alliance;
- b) upon resignation;
- c) upon becoming unfinancial.

11. NOMINATIONS

- a) Nominations of candidates for election to the Executive of the Alliance should be in the hands of the Secretary forty-five (45) clear days before the General Meeting of the Alliance;
- b) Nomination papers shall state clearly the name and address of the candidate, together with the names and addresses of the mover and seconder of the candidate and shall be signed by the candidate, the nominator and the seconder.

12. GENERAL MEETING

- a) A General Meeting of the Alliance shall be held within six months after the end of the Alliance's Financial Year once a year, on such date and at such place and time as the Executive thinks fit.
- b) Notice of the General Meeting shall be given to all members not less than 21 days prior to the date set.
- c) The Secretary must give notice by-
 - (i) serving it on a member personally; or
 - (ii) sending it to a member at the address of the member appearing in the register of members kept and maintained under rule 5.
- d) When a notice is sent under sub-rule (12) c) (ii), sending of the notice will be deemed to be properly effected if the notice is sufficiently addressed to the member concerned as per the register of members.
- e) Notice of the General Meeting shall be accompanied by the Agenda, Nominations and Notices of Motion.
- f) A quorum for any General Meeting of the Alliance shall consist of ten (10) members, of whom two must be members of the Executive. A least one executive member in attendance at the AGM must be a Full member of the Alliance;
- g) Voting at General Meetings:
 - (i) Only members of the Alliance shall have the right to vote on any business arising at a General Meeting of the Alliance. A member shall have one vote only;
 - (ii) Voting at General Meetings shall be by personal vote or by proxy vote with a limit of 5 proxies per person;
 - (iii) Each member shall be entitled to appoint another member as his/her proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed;
 - (iv) The notice appointing the proxy shall be in the form set out and attached as an Appendix to the notice of General Meeting forwarded to the member;

- (v) Voting at General Meetings shall be according to the Instructions for Voting as directed by the Executive;
- (vi) At the General Meeting, the Chairman shall enquire whether any member has lodged a proxy vote and will ensure that no member who has lodged a proxy vote votes a second time in that ballot.

13. PROCEEDINGS AT GENERAL MEETINGS

At a General Meeting of the Alliance, the Chairman of the Alliance shall preside. If the Chairman is absent from a General Meeting, the members present shall elect one of their number to act as Chairman.

The ordinary business of a General Meeting shall be:

- a) to confirm the minutes of the previous General Meeting;
- b) to receive from the Executive reports upon the transactions of the Alliance since the previous General Meeting;
- c) to receive the Treasurer's report and statement of receipts and expenditure and balance sheet of the Alliance;
- d) to elect Executive officers of the Alliance;
- e) to transact any special business of which notice has been given in writing to the Secretary at least 21 clear days prior to the convening of the meeting;
- f) to discuss subjects acceptable to the meeting.

14. SPECIAL GENERAL MEETING

The committee may convene a special general meeting.

The committee must convene a special general meeting if at least 20% of the members require a special general meeting to be convened.

The members requiring a special general meeting to be convened must —

- a. make the requirement by written notice given to the secretary; and
- b. state in the notice the business to be considered at the meeting; and
- c. each sign the notice.

The special general meeting must be convened within 28 days after notice is given.

If the committee does not convene a special general meeting within that 28 day period, the members making the requirement (or any of them) may convene the special general meeting.

A special general meeting convened by members

- d. must be held within 3 months after the date the original requirement was made; and
- e. may only consider the business stated in the notice by which the requirement was made.

The Alliance must reimburse any reasonable expenses incurred by the members convening a special general meeting.

15. FUNDS

The funds of the Alliance shall be derived from annual subscriptions, donations and any such other sources as the Executive determines.

The income and property of the Alliance derived shall be applied to the promotion of the aims and objectives of the Alliance as set forth in this Constitution.

- (a) Nothing contained herein shall prevent the payment of remuneration in good faith to the member as reasonable remuneration for any services provided to the Alliance, or for goods supplied to the Alliance, in the ordinary course of business; or
- (b) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Alliance.

Cheques or other documents used for the withdrawal or transfer of money or property shall bear the signatures of any two of the following: Chairman, Secretary and Treasurer.

16. HONORARY SECRETARY
The Secretary shall:
- a) keep a true record in the Minute Book of meeting attendances and procedures;
 - b) receive and issue all communication;
 - c) keep in custody or under control all books, documents and securities of the Alliance, and shall make same available for inspection on request by members;
 - d) maintain a register of all financial members;
 - e) maintain an inventory of all properties of the Alliance, reporting any loss or damage to the Executive;
 - f) submit an Annual Report together with Annual Statement of Accounts and Balance Sheet to the Secretary of the Royal Scottish Country Dance Society.
17. HONORARY TREASURER
The Treasurer shall:
- a) receive all Alliance monies, bank same in the Alliance bank account and maintain a record of all transactions;
 - b) issue receipts for all monies received and retain duplicates;
 - c) on demand of the auditor or members, deliver all held books, monies, communications and documents;
 - d) pay all lawful accounts passed for payment by the Executive;
 - e) prepare a Balance sheet for presentation to the General Meeting with copies for all financial members;
 - f) ensure that a statement of accounts and balance sheet is prepared and available for the Secretary to forward to the Secretary of The Royal Scottish Country Dance Society.
18. AUDITOR
An Auditor shall be appointed by the Executive to audit accounts, statements and balance sheet of the Alliance..
19. NEWSLETTER
The Alliance shall publish a Newsletter preferably three times a year for distribution to all financial members by direct mail or electronic means.
20. EDITOR
An Editor, dependent upon appropriate skills, shall be appointed by the Executive to supervise the publication of the Alliance's Newsletter. The Editor may be:
- a) a member of the Executive; or
 - b) a member or associate of the Alliance who shall be an ex-officio member of the Executive.
21. ALTERATIONS
- a) No alterations shall be made to this Constitution except at a General Meeting of the Alliance;
 - b) Twenty-eight (28) days notice must be given to the Secretary in writing of any proposed alteration and the Secretary shall notify financial members of such proposed alteration at least twenty-one (21) days prior to the General Meeting;
 - c) Alterations shall not be made without the consent of three-fourths of the financial members present, or those voting by proxy, at a General Meeting of the Alliance.
22. COMMON SEAL
- a) The common seal of the Alliance must not be used without the express authority of the Executive and every use of the common seal must be recorded in the minute book.
 - b) The affixing of the common seal of the Alliance must be witnessed by any two of the Chairperson, the Secretary and the Treasurer.
 - c) The common seal of the Alliance must be kept in the custody of the Secretary or of such other person as the Executive from time to time decides.

23. DISBANDMENT

Disbandment of the Alliance shall require a three-fourths majority of the votes cast in a postal poll of members. In the event of a decision to disband, the Alliance shall follow in all respects the procedures with respect to disposition laid down in the rules of The Royal Scottish Country Dance Society governing the operation of its branches where not in contravention of the laws of local jurisdiction.

If upon the winding up of the Alliance, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members or former members, but shall be given or transferred to another association incorporated under the Act which has similar objects and to which income tax deductible gifts can be made as approved by the Commissioner of Taxation and which Alliance shall be determined by resolution of the members.

12 July 1993

Amended in June 2001 to incorporate the amendment passed at the AGM Perth Winter School, September 28 1999 (that is, the substitution of "Alliance" for "Association").

Amended in September 2001 to incorporate Associate Members in Clause 3 and to prevent Associate members from serving on the Executive.

Amended in July 2009 to reflect the current structure of the RSCDS Teacher's Certificate, current technology and current Alliance practice.

Amended in July 2011 to conform to the requirements of the Associations Incorporation Act (1987).

Amended AGM September 2014 Accepted GovWA March 5 2015

Clause 7 (i) to allow any member of the Alliance to serve on the Executive
Clause 10 d) to prevent non qualified teachers running the AGM.

Recommendations Gov WA 6 March 2015 to conform to the requirements of the Associations Incorporation Act 1987

- Objects – insertion of “non-profit” clause
- Clause 10(a) – AGM to be held within four months after the end of the Financial Year
- Clause 10 – insert the manner in which, notices of general meetings and notices of motion are to be given, published or circulated.
- Clause 20 – insert a dissolution clause

Amended in2016, to conform to the requirements of the Associations Incorporation Act 2015

Clause 5 Register of members - Insert Clause
Clause 7 Discipline of Members - Insert Clause
Clause 8 Disputes - Insert Clause
Clause 9 Executive - Amend
Clause 14 Special General Meeting
Clause 15 Funds - Amended