

Wildcare Inc. Constitution

Version 4, March 2019



WILDCARE INCORPORATED CONSTITUTION

CROWN SOLICITOR OF TASMANIA

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WILDCARE INCORPORATED CONSTITUTION

1) Name and Objectives of the Association

(a) The name of the Association is WILDCARE Incorporated (“the Association”).

(b) The primary objectives of the Association are:

i. to assist the Parks and Wildlife Service and other conservation and land managers to undertake those activities deemed as necessary to conserve natural heritage on and off reserve in Tasmania and to assist with the management of Reserves.

ii. to provide opportunities and support for community involvement related to the Objectives of the Association.

iii. to establish and maintain a public fund to be called the ‘WILDCARE Gift Fund’ for the specific purpose of supporting the environmental objectives and purpose of WILDCARE Incorporated.

iv. to foster community interest, support and involvement in the activities and functions of Reserve management (PWS and other public land managers) and nature conservation (on and off reserve) and the Association.

(c) The additional objectives of the Association are:

i. to assist the Parks and Wildlife Service and other conservation and land managers to undertake those activities deemed as necessary to conserve cultural heritage on and off reserve in Tasmania and to assist with the management of Reserves.

ii. to foster community interest, support and involvement in the activities and functions of cultural heritage conservation (on and off reserve).

iii. to assist in acquiring funds for special projects associated with natural and cultural heritage conservation in Tasmania, both on and off Reserves.

iv. to conduct activities to promote membership of the Association.

v. to undertake all of the above in ways which are not counterproductive to the standing and reputation, mission and objectives of Reserve management (PWS and other public land managers), nature conservation and cultural heritage conservation (on and off reserve).

2) Powers

In carrying out the objectives the Association shall have the following powers, namely:

(a) The establishment of the ‘WILDCARE Gift Fund’ to receive all gifts of money or property for the purpose of supporting the Association’s objectives. Any money received because of such gifts, together with interest earned by the Gift Fund, on those gifts, will be credited to the Gift Fund bank account. The Gift Fund will not receive any other money or property into its account and will comply with subdivision 30-E of the Income Tax Assessment Act 1997.

- (b) the purchase, taking on lease, licence or in exchange, and the hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the objects or purposes of the Association.
- (c) the buying, selling, and supplying of, and dealing in, goods of all kinds.
- (d) the construction, maintenance, and alteration of buildings or works necessary or convenient for any of the objects or purposes of the Association.
- (e) the accepting of any funds, subscriptions, donations of real and personal property and gifts, whether subject to a will, special trust or not, for any one or more of the objects or purposes of the Association. The Board will not receive any gifts or money or property other than for the objectives and purposes of the Association.
- (f) the taking of such steps from time to time as the Board of Management may deem expedient for the purpose of procuring contributions to the funds of the Association, whether by way of donations, subscriptions, or otherwise.
- (g) the printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Board of Management may think desirable for the promotion of the objects and purposes of the Association.
- (h) the borrowing and raising of money in such manner and on such terms as the Board of Management may think fit or as may be approved or directed by resolution passed at a general meeting.
- (i) the investment of any moneys of the Association not immediately required for any of its objects or purposes in such manner as the Board of Management may from time to time determine, excluding moneys or property received as a gift and managed under the Gift Fund Operation.
- (j) the making of gifts, subscriptions, or donations to any of the funds, authorities, or institutions which have similar objectives to the Association. In the exercise of this power, the Association will not act as a mere conduit for the donation of money or property to other organisations, bodies or persons.
- (k) the establishment and support, or aiding in the establishment and support, of foundations, institutions, funds, trusts, schemes, and conveniences calculated to benefit servants or past servants of the Association and their dependants, and the granting of pensions, allowances, or other benefits to servants or past servants of the Association and their dependants, and the making of payments towards insurance in relation to any of those purposes.
- (l) the establishment and support, or aiding in the establishment or support, of any other foundation or trust formed for any of the basic objects of the Association.
- (m) the purchase or acquisition, and undertaking, of all or any part of the property, assets, liabilities, and engagements of any foundation with which the Association may at any time become amalgamated in accordance with the provisions of the Act and the Rules of the Association.

(n) to employ such officers and servants as the Board of Management may deem necessary and to pay such remuneration or bonus as the Board of Management may determine as reasonable and proper.

(o) the doing of all such other lawful things as are incidental or conducive to the attainment of the objects of the Association or of any of the powers specified in the foregoing provisions of this sub-rule.

3) Interpretation

In these Rules, unless the contrary intention appears:

(a) “Board of Management” means the board of management constituted under Rule 9.

(b) Chair means the person appointed by the Board of Management from those people elected by the Wildcare membership at an Annual General Meeting.

(c) Deputy Chair means the person appointed by the Board of Management from those people elected by the Wildcare membership at an Annual General Meeting, who will assume the responsibilities and delegations of the Chair in the event that the Chair is determined by the Board of Management to be absent or indisposed.

(d) The Natural and Cultural Heritage Division means that structural component of government responsible for nature conservation in Tasmania, or its successor.

(e) The Parks and Wildlife Service means that structural component of government responsible for conservation reserve management, or its successor.

(f) “Objectives of the Association” means the objectives set out in Rule 1(b).

(g) “Secretary” means the person appointed or occupying the position of Secretary under Rule 9.

(h) “Gift Fund” means the WILDCARE Gift Fund established for the purpose of receiving gifts, donations and property to assist in achieving the Association’s objectives. Gift Fund has the same meaning as Public Fund.

(i) “Gift Fund Committee” means the committee established to manage the funds, operation and legal requirements of the Gift Fund.

4) Gift Fund Operation

(a) The objective of the WILDCARE Gift Fund is to support the Association’s environmental purposes as detailed in Section 1 ‘Name and Objectives of the Association’.

(b) Members of the public and members of the Association are invited to make gifts of money or property to the Gift Fund for the environmental purposes of the Association.

(c) Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Gift Fund.

(d) A separate bank account will be established to deposit money donated to the Gift Fund, including interest accrued and gifts. These funds will be kept separate from other WILDCARE Incorporated funds.

(e) Receipts will be issued in the name of WILDCARE Gift Fund and proper accounting records and procedures will be kept and used for the operation of the Gift Fund.

(f) The Gift Fund will operate on a not-for-profit basis.

(g) The Gift Fund will be managed and administered by:

i. The Gift Fund Committee comprised of no fewer than three persons.

ii. The Gift Fund Committee will be appointed by the WILDCARE Board of Management.

iii. A majority of the members of the Gift Fund Committee will be 'responsible persons' as defined by the Guidelines to the Register of Environmental Organisations.

iv. The Board of Management will develop and approve Operating Guidelines governing the WILDCARE Gift Fund in line with expectations of the Register of Environmental Organisations.

v. The Gift Fund Committee Chair shall not also be a member of the Wildcare Board.

5) Gift Fund Reporting

(a) WILDCARE Incorporated will notify the Department responsible for the Environment as soon as possible if:

i. A change is made to its name, or the name of the Gift Fund.

ii. There are any changes to the membership of the Gift Fund Committee.

iii. There has been any departure from the model rules for Public Funds located in the Guidelines to the Register of Environmental Organisations.

(b) Statistical Information requested by the Department responsible for the Environment regarding donations to the Gift Fund will be provided within four months of the end of the financial year.

(c) An audited financial statement for WILDCARE Incorporated and the WILDCARE Gift Fund will be supplied with the annual statistical return. The statement will provide information on the expenditure of public fund monies and the management of public fund assets.

6) Gift Fund Adherence to Rules

(a) WILDCARE Incorporated will comply with any rules that the Minister with responsibility for the Environment may make to ensure that gifts made to the Gift Fund are only used for its principal purpose.

(b) The income and the property of WILDCARE Incorporated will be used and supplied solely in promotion of its objectives, and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus, or by way of profit to members, directors, or trustees of WILDCARE Incorporated.

(c) Any allocation of funds or property to other persons or organisations will be made in accordance with the established objectives of WILDCARE Incorporated and will not be influenced by the preference of the donor.

7) Membership

(a) A person shall remain a member of the Association as long as his or her annual subscription is fully paid and current.

(b) An applicant becomes a member on payment of the current subscription.

(c) If a member is advised:

i. that that member's subscription is overdue, and

ii. that the membership will cease at the end of a period determined by the Board of Management from the date of notification unless the subscription is received by the Association within that period, the member ceases to be a member unless the Association receives the subscription within that period.

(d) The Annual General Meeting of the Association may determine the annual subscription of the Association and any change to the annual subscription of the Association shall be notified to the members.

8) Register of Members

(a) A register of members which contains their contact information will be maintained.

(b) Members must be able to view and edit their own personal details recorded in the register.

9) Board of Management

(a) Subject to these Rules and to any resolutions passed at a general meeting of the Association, all powers of the Association may be exercised by the Board of Management.

(b) The Board of Management is comprised of the following:

i. Eight (8) Board members elected by the Wildcare Incorporated membership at an Annual General Meeting.

ii. The Manager of the Natural and Cultural Heritage (NCH) Division of DPIPWE or their appointed delegate. The NCH representative shall hold office as a member of the Board of Management until such time as they may be replaced by the Manager of the NCH Division.

iii. Two (2) representatives from the Parks and Wildlife Service of DPIPWE appointed by the General Manager Parks and Wildlife Service. Each representative will hold office as a member of the Board of Management until such time as they may be replaced by the General Manager, Parks and Wildlife Service.

iv. A Chair will be appointed by the Board of Management from the pool of elected Board members;

v. A Deputy Chair will be appointed by the Board of Management from the pool of elected Board members;

vi. A Secretary may be appointed by the Board of Management, if the Board of Management sees the role as being required, from the pool of elected Board members;

vii. A Treasurer may be appointed by the Board of Management, if the Board of Management sees the role as being required, from the pool of elected Board members;

(c) The elected Board of Management positions will hold office until the end of the following applicable Annual General Meeting two (2) years after being elected, subject to the provisions of 9(e) and 9(f) to enable transition to rolling two (2) years terms.

(d) The Board of Management shall make and announce the appointments of Chair, Deputy Chair and, if appointed, Secretary and Treasurer, within two (2) weeks of the Annual General Meeting.

(e) The terms of elected Board of Management members will run for two (2) years, with four (4) terms of office ending, and being due for election, at each Annual General Meeting.

(f) The Board of Management will determine a process to transition elected Board member terms to rolling two (2) year terms, with four (4) elected positions having a one (1) year term for the initial transition year, following the 2019 AGM.

(g) The accountabilities and authorities of the Chair, Deputy Chair, Secretary, Treasurer and CEO will be determined by the Board of Management and documented.

(h) Any elected member of the Board of Management ceases to be a member of the Board of Management if that person:

i. delivers a written resignation to the Board of Management;

ii. is absent from all meetings of the Board of Management held within a period of six (6) months without prior leave of the Board of Management;

iii. ceases to be a member of the Association; or

iv becomes an insolvent under administration.

(i) If an elected Board position becomes vacant during the year, the Board of Management may select a replacement, who will serve in the position until the following Annual General Meeting, and is then eligible for re-election.

(j) Wildcare is committed to a high performing, diverse Board and efforts will be made to encourage a broad field of Board candidates for election, representative of the community within which Wildcare operates.

10) Meetings of the Board of Management

- (a) The quorum at a meeting of the Board of Management is seven members or 50% of the membership of the Board of Management, whichever is the least.
- (b) The Board of Management may determine its own procedure.
- (c) The Board of Management must hold at least one meeting every third month.
- (d) A meeting of the Board of Management must be called by the Chair, if the Board of Management or three of its members request one.
- (e) If the Chair does not, within seven days of receiving the request, give notice of the meeting, one of the persons requesting the meeting may call it.
- (f) A resolution is carried at a meeting of the Board of Management if a simple majority of those present and voting vote in favour of it.

11) Branches

- (a) The Board of Management may appoint Branches from the membership of the Association and may delegate any of its powers to them upon terms and conditions set out in the instrument of delegation.
- (b) The Board of Management may make rules in respect of a Branch.
- (c) Each Branch shall have an Executive consisting of a President, Secretary and Treasurer.
- (d) A Branch may determine its own procedure and the quorum. Each Branch shall keep minutes of the proceedings of its meetings and shall report to the Board of Management as and when required to do so by the Board of Management.
- (e) The Chair shall be an ex officio member of each Branch.

12) Power of Veto

- (a) The Board of Management has a power of veto in respect of any activity planned or undertaken by any Branch or member or members of the Association if the Board is of the reasonable opinion that such activity will be detrimental to the standing, reputation or objectives of either the Parks and Wildlife Service or the Association or such activity is likely to be in contravention of any management plans or legislation either Federal or State.

13) Annual General Meetings

- (a) The Association must hold an Annual General Meeting each year after the year of incorporation. The Annual General Meeting shall be held within three (3) months from the thirty-first day of December in each year on such a day and at such a time as the Board of Management shall direct.
- (b) The business of the Annual General Meeting is:

- i. the presentation of the financial statements containing the following particulars:
 - The income and the expenditure of the Association during its last financial year;
 - The assets and liabilities of the Association since the end of its last financial year;
 - The mortgages, charges and securities of any description affecting any of the property of the Association at the end of its last financial year.
- ii. the presentation of the Chair's report and Auditor's report;
- iii. the election of Board of Management positions as required;
- iv. the appointment of an Auditor; and
- v. such other business as has been notified to the members.

14) Special General Meeting

- (a) A Special General Meeting must be called if the Chair is directed to do so by the Board of Management or is requested to do so by five (5) members.
- (b) If the Chair fails, within fourteen (14) days of being so directed or requested, to give notice of a Special General Meeting, any member of the Board of Management or other person requesting the meeting may call it.
- (c) The only business which may be discussed at a Special General Meeting is the business set out in the notice of meeting.

15) Procedure for General Meetings

- (a) General meetings include both the Annual General Meeting and Special General Meetings.
- (b) Notice of general meetings must be given as follows:
 - i. if a special resolution has been proposed, that is, a resolution to amend the statement of purposes, the Rules, the name of the Association, or in relation to the winding up of the Association, at least twenty-one (21) days' notice, specifying the intention to propose the resolution as a special resolution.
 - ii. in any other case, at least fourteen (14) days' notice.
- (c) The quorum at a general meeting is six (6) members present at the meeting. Members who are unable to attend in person may request, in writing, to attend by remote communication, where facilities are available.
- (d) The Chair has the right to preside at all general meetings, but if the Chair does not wish to do so, or is absent from the meeting, the meeting must elect a person to preside.
- (e) A special resolution is carried if at least three quarters of the members present and entitled to vote, vote in favour of it.

(f) Any other resolution is carried if a simple majority of the members present and entitled to vote, vote in favour of it.

(g) A declaration of the person presiding at a general meeting that a resolution has been carried is conclusive evidence of that fact unless a poll is demanded.

(h) The person presiding at a general meeting may adjourn the meeting and determine the place and time at which the meeting is to resume. The only business which may be discussed at an adjourned general meeting is the unfinished business at the time of adjournment.

(i) A member entitled to vote cannot appoint a proxy to represent that member at a general meeting and shall have one vote only which shall be exercised personally.

(j) The person presiding at a general meeting may determine any matter of procedure not referred to in this rule.

16) Finance and Bank Account

(a) The funds of the Association may be derived from subscriptions, donations, grants, proceeds of fundraising activities, interest on investments, and such other sources as the Board of Management may determine.

(b) All money received for or on behalf of the Association must be deposited in a bank account or accounts in the name of the Association. The Board of Management must approve financial management and reporting procedures to govern the prudent investment and governance of the funds of the Association.

(c) The Board must consider at each meeting a report of the financial transactions of the Association since the last Board of Management meeting.

(d) The Chair must present an audited balance sheet to the Annual General Meeting.

17) Books and Records

(a) A member may inspect the books and records of the Association on giving reasonable notice to the person responsible for the relevant documents in accordance with the Rules.

(b) Minutes shall be created of all Board of Management meetings and Association General Meetings and key decisions made out-of-session recorded.

18) Winding Up

Subject to:

(a) if the Association is wound up, or its incorporation cancelled, the assets remaining after satisfying all liabilities must not be paid or distributed amongst the members, but must be transferred to an institution or institutions:

i. having similar purposes to those of the Association; and

ii. which prohibits or prohibit the distribution of its or their income amongst members to an extent at least as great as is imposed on the Association under or by virtue of this Rule and the following Rules;

iii. which is determined in accordance with a special resolution at a general meeting of the Association, or, in the absence of such a resolution, by the Commissioner for Corporate Affairs or his successor.

(b) In the case of the WILDCARE Gift Fund being wound up, any surplus assets from the Gift Fund are to be transferred to another fund with similar objectives that is on the Register of Environmental Organisations.

19) Prohibition of Distribution to Members

(a) The income and the property of the Association must be used and applied solely to the promotion of its purposes and the exercise of its powers as set out in these Rules.

(b) No portion of the income or property of the Association may be distributed directly or indirectly to or amongst the members of the Association.

(c) Nothing in this Rule prevents the payment in good faith:

i. of interest to any member in respect of money advanced by that member to the Association, or otherwise owing to that member;

ii. of remuneration to any officer or employee of the Association;

iii. to any member of the Association or other person in respect of services actually rendered to the Association;

iv. to any member of out of pocket expenses, money lent, reasonable and proper charges for the hire of goods by the Association, reasonable and proper rent for premises let to the Association or the provision of services by the member, to which that member would be entitled in accordance with the purposes if he were not a member.

(d) Nothing in this Rule prevents the funding in good faith of a research project to be undertaken by a member.

20) Changes to the Rules & Objectives

(a) The Rules and Objectives can only be changed by special resolution of the members at a general meeting. At least twenty-one (21) days' notice of the proposed resolution must be given, including notice of the intention to propose it as a special resolution. A special resolution must be approved by at least three-quarters of the members who are present and who vote.

21) Common Seal

(a) The Board of Management must authorise the affixing of the Common Seal to any document, and it must be affixed in the presence of two members of the Board of Management.

22) Notice to Members

(a) Any notice to a member required by these Rules is sufficient if sent to the last address of that member as recorded in the Wildcare Incorporated membership register.

23) Discipline of Members

(a) A member of the Association may be expelled, suspended or warned if, in the opinion of the Board of Management, the member has engaged in conduct which is prejudicial to the name of the Association.

(b) If a motion is proposed at a meeting of the Board of Management that a named member be disciplined, the motion must not be dealt with at that meeting.

(c) The motion must be placed on the agenda of a meeting of the Board of Management to be held not less than fourteen (14) days later, at which the only business must be the deferred motion.

(d) The Board of Management must notify the member, at least ten (10) days prior to the second meeting, that a motion has been proposed to discipline the member.

(e) The notice must give the details of the later meeting, and state that the member has the right to attend and speak at that meeting, to submit a written statement in defence or to both submit a statement and attend and speak.

(f) The Board of Management, at the later meeting, must consider any statement submitted, and hear the member, if present and wishing to be heard.

(g) A motion to discipline the member, and a motion in relation to the penalty to be imposed, is not carried at that meeting unless an absolute majority of members of the Board of Management votes in favour of the resolution.

(h) There is no appeal from a decision of the Board of Management to a general meeting.

24) Disclosure of Interest by Members

(a) A member of the Association who has an interest in any contract or arrangement made or proposed to be made by the Association shall disclose his or her interest at the first meeting of the Association at which the contract or arrangement is first taken into consideration, if his or her interest then exists, or, in any other case, at the first meeting of the Association following that person acquiring an interest in the contract or arrangement.

(b) If a member of the Association becomes interested in a contract or arrangement after it is made or entered into by the Association he or she shall disclose his or her interest at the first meeting of the Association after he or she becomes interested.

(c) No member of the Association shall vote as a member of the Association in respect of any contract or arrangement in which he or she is interested and if he or she does so vote his or her vote shall not be counted.

25) Validation of Acts of the Board of Management

(a) If it is afterwards discovered that there was some defect in the appointment or election of a person as a member of the Board of Management, or that a person so appointed or elected was ineligible, all acts done at any meeting of the Board of Management or of a sub-Board of Management or by any person acting as a member of the Board of Management are as valid as if that person had been duly appointed or elected and was eligible to be a member of the Board of Management.

26) Indemnity

(a) Every member of the Board of Management, member of the Association, auditor, employee or agent of the Association, must be indemnified out of the property of the Association against any liability incurred by that person in that capacity in defending any proceedings:

i. in which judgment is given in favour of that person; or

ii. in which the person is acquitted; or

iii. in connection with any application in relation to any such proceedings, in which relief is granted to that person.

27) Liability of Members and Officers

(a) In accordance with section 27 of the Associations Incorporation Act 1964, and except as otherwise provided in the Act, a member or officer of the incorporated Association shall not, by reason only of his being such a member or officer, be liable to contribute towards the payment of the debts and liabilities of the incorporated Association or the costs, charges and expenses of the winding-up of the incorporated Association.

28) Auditor

(a) The first auditor of the Association may be appointed by the Board of Management before the first Annual General Meeting and, if so appointed, shall hold office until the first Annual General Meeting, unless previously removed by a resolution of the members at a general meeting, in which case the members at that meeting may appoint an auditor to act until the first Annual General Meeting.

(b) If an appointment is not made at an Annual General Meeting the Board of Management shall appoint an auditor for the then current financial year.

(c) Except as provided by sub-rule (a) of this rule, the auditor may only be removed from office by special resolution.

(d) If a casual vacancy occurs in the office of auditor during the course of a financial year of the Association, the Board of Management may appoint a person to be an auditor and the person so appointed shall hold office until the next Annual General Meeting.

29) Meeting by Telephone or Video

(a) A meeting of the Board of Management may be held as a telephone or video conference. The procedures set out in these Rules for a meeting of the Board of Management shall apply except that the members participating are not required to be present in the same room.

Document Version History

Version Number: 4

Issue Date: 3rd March 2019

Author: Sharon Smith

Description of Changes: Authorised by Special General Meeting of 3rd March 2019

- Clause 2 - Removed '(a)' from beginning of first paragraph and renumbered sections.
- Clause 3 - Removed '(a)' from beginning of first paragraph and removed clause 3(c), 3(d) and 3(f) and changed numbering on remaining sections.
- Clause 3(d) – Changed to clause (b) and 'Co-Chair' to 'Chair'. Removed the words '(elected)' and 'Wildcare', added 'appointed by the Board of Management from those people'.
- Clause 3(c) – Added clause to define the Deputy Chair as the person appointed by the Board of Management from those people elected by the Wildcare membership at an Annual General Meeting, who will assume the responsibility and delegations of the Chair in the event that the Chair is determined by the Board of Management to be absent or indisposed.
- Clause 3(g) – Changed to clause (d) and 'Biodiversity Conservation Branch' to 'Natural and Cultural Heritage Division'.
- Clause 3(j) – Changed to clause (g) and 'Rule 6' to 'Rule 9'.
- Clause 3(l) – Changed to clause (i) and "Fund Management Committee" to "Gift Fund Committee".
- Clause 4(g)i. – Removed 'A committee of management' and added 'The Gift Fund Committee comprised'.
- Clause 4(g)ii. – Changed 'The committee of management' to 'The Gift Fund Committee'. Removed 'Incorporated'.
- Clause 4(g)iii. – Changed 'committee' to 'Gift Fund Committee'.
- Clause 4(g)iv. and 4(g)v – Added to provide that the Board of Management will develop and approve Operating Guidelines in line with expectations of the Register of Environmental Organisations and that the Gift Fund Committee Chair shall not also be a member of the Wildcare Board.
- Clause 5(a)ii. – Removed 'management committee of the' and add 'Committee'.
- Clause 5(b) – Removed 'of Environment and Heritage on' and replace with 'responsible for the Environment regarding'.
- Clause 6(a) – Removed 'Treasurer and the'.
- Clause 6(c) – Changed the word 'purposes' to 'objectives'.
- Clause 7 - Removed clause 7(d) and renumbered remaining sections.

- Clause 8(a) – Replaced ‘The Secretary must keep a’ with ‘A’ and ‘the name, address and telephone number of each member and the date of joining.’ To ‘their contact information will be maintained.’
- Clause 8(b) – Updated to reflect contemporary privacy expectations in that members should be able to view and edit their own personal details.
- Clause 9 – Added clause 9(j) to express Wildcare’s commitment to diversity in the Board composition.
- Clause 9 and 13 – Updated to reflect changes to the Wildcare Board composition and the method for filling of vacant positions.
- Clause 10 - Replacement of the word ‘Secretary’ with ‘Chair’ in clause 10(d), 10(e).
- Clause 11(e) – Replacement of ‘Co-Chair (elected) and Co-Chair (appointed)’ with ‘Chair’.
- Clause 13(b)ii. – Replacement of ‘Co-Chairs’ reports’ to ‘Chair’s report’.
- Clause 13(b)iii. – Replacement of ‘The Co-Chair (elected), Secretary, Treasurer, General membership’ with ‘Board of Management’ and ‘and Presidents Representative positions’ with ‘as required.’
- Clause 14 - Replacement of the word ‘Secretary’ with the word ‘Chair’ in clause 14(a) and 14(b).
- Clause 15(c) - Amended to allow a member to request to attend a Wildcare General Meeting remotely, where facilities are available.
- Clause 15(d) - Replacement of the word ‘Co-Chair’ with ‘Chair’.
- Clause 16(b) - Included a reference in confirming that the Board must approve financial management and reporting procedures to govern the prudent investment and governance of the funds of the Association.
- Clause 16(c) – Removal of the reference to the Treasurer being responsible for the financial records and add ‘Board must consider at each meeting’.
- Clause 16(d) - Replacement of the word ‘Treasurer’ with the word ‘Chair’.
- Clause 17(c) – Updated and renumbered to reflect contemporary expectations of keeping of Minutes.
- Clause 18 – Removal of ‘(a)’ from first paragraph and renumber section.
- Clause 21 – Removal of the requirement that the Common Seal must be kept by the Secretary.
- Clause 22 – Changed clause to make notification to member sufficient if sent to last recorded address.
- Clause 23(d) – Replacement of the word ‘Secretary’ with ‘Board of Management’.
- Clause 25(a) – Inclusion of the word ‘is’.

Version Number: 3

Issue Date: 24/5/18

Author: Glen Hayhurst

Description of Changes: Authorised by Special General Meeting of 24/3/18

- Changed clause 10(a) to increase the quorum at a meeting of the Board of Management (BoM) from “four members or 50% of the membership of the Board of Management, whichever is the least” to “seven members or 50% of the membership of the Board of Management, whichever is the least”. With the potential for the Board to have up to 16 members, a quorum of four is too few.
- Added the Document Version History table

Version Number: 2

Issue Date: 9/12/15

Author: Malcolm MacDonald

Description of Changes: Authorised by Special General Meeting of 28/3/15

- Changed clauses 9(c), 9(d), 9(i), 9(j), 9(n) and 13(b)(iii) to allow the Secretary to be elected at the AGM rather than appointed by the General Manager PWS.
- Changed clause 7(a) to specify that a person remains a member of the Association as long as his or her annual subscription is fully paid and current as this reflects the correct situation.
- Deleted clause 7(b) “Any person may apply in writing to the Secretary to become a member” and the following numbering in clause 7 was altered accordingly. This is no longer the normal way to become a member.
- Changed clause 7(f) to remove any reference to a specific annual subscription of the Association as the fee may vary from time to time.
- Changed clause 9(d) to require that the Co-Chair (elected), Treasurer and Secretary be elected from the general membership at the AGM to ensure that these members have to be financial members of the Association.
- Deleted clause 16(c) “All payments in excess of twenty-five dollars must be made by cheque” and the following numbering in clause 16 was altered accordingly. Electronic banking is also permissible.

Version Number: 1

Issue Date: 14/9/07