

# Constitution for Local Government Information Technology South Australia Inc.

Associations Incorporation Act 1985 (SA)

Last updated: 15 May 2015

I certify this to be a true and  
correct copy of the original  
document  
sighted at WOODVILLE  
on 13 August 2015

This is the annexure marked 'A' referred to in the statutory  
declaration of Jodie Rugless made on the 15<sup>th</sup> day of May 2015  
before me.

Justice of the Peace Signature



Glen Edwin Heaysman J.P. # 30766  
A Justice of the Peace  
for South Australia

## 1 NAME

The name of the Group shall be Local Government Information Technology South Australia Inc.

To be known as Local Government Information Technology (LGIT SA), referred to herein as "the Group".

## 2 OBJECTIVES

The objectives of the Group are:

- 2.1 To unite in a common organisation, persons who have a professional interest in Local Government in South Australia, including the following functions:-
  - 2.1.1 Information Technology
  - 2.1.2 Information Management
- 2.2 To provide a forum for discussion of information technology and information management issues relevant to the local government industry.
- 2.3 To promote and facilitate the interchange of information, procedures and policies to support continuous improvement in the areas of interest of the Group.
- 2.4 To promote the status of the Group's Members by facilitating appropriate education/professional development for persons operating in the sphere of the Group's activities of information technology and information management.
- 2.5 To review current and proposed legislation with a view to promoting united submissions regarding proposed changes.
- 2.6 To provide a forum for discussion of the applicability of generally accepted information and technology principles and the adherence to the standards developed by the professional bodies.
- 2.7 To support and encourage co-operation/liaison with other relevant, professional organisations.
- 2.8 To provide representation on special interest working parties and committees relating to Local Government issues.
- 2.9 To promote and develop employment opportunities in Local Government for the functions identified in Clause 2.1.
- 2.10 Promote the information technology and information management disciplines within Local Government as a satisfying and rewarding environment within which to work.
- 2.11 To provide leadership to and advocacy on behalf of its members in relation to issues relevant to the information technology and information management functions of Local Government.

- 2.12 To facilitate collaboration across the local government sector and other sectors as appropriate to enable group negotiation, procurement and operations.
- 2.13 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Group.

### 3 POWERS

The Group shall have the following powers:

- 3.1 The powers conferred by Section 25 of the Associations Incorporation Act 1985 ("the Act") to the extent that such powers are not excluded or modified by implication by the provisions of this clause.
- 3.2 To open and operate bank accounts.
- 3.3 To acquire, hold, sell, lease, hire, gift, exchange, partition, invest or otherwise dispose of or deal with the whole or any part of the real or personal property of the Group or any interest in it as fully and effectually as if they were the absolute powers.
- 3.4 Subject to Section 53 of the Act to invite and accept deposits of money from any person on such terms and conditions as may be determined by the Committee from time to time.
- 3.5 To borrow or raise money for the objects and purposes of the Group and for all incidental purposes with or without giving security over any real or personal assets of the Group and otherwise upon such terms or conditions approved by the Committee.
- 3.6 To invest in any investment of which the Committee approves or in the purchase or improvement of any real or personal property and to vary and transpose any such investments.
- 3.7 To pay all expenses and outgoings incidental to the objects and purposes of the Group.
- 3.8 To enter into any contracts, agreements, arrangements or understandings considered necessary by the Committee.
- 3.9 To employ, hire, appoint, remove, terminate or suspend employees, agents, contractors or consultants for any purpose that the Committee approves and to determine the fees, salaries, wages, commissions or remuneration for such employees, agents, contractors and consultants.
- 3.10 To improve, repair and maintain and insure against loss or damage of the Group's property and to pay all outgoings properly payable in respect of the Group's property.
- 3.11 To do all things necessary or considered desirable for the purposes of implementing the objects and purposes of the Group.
- 3.12 To publish any information for promotion of the Group.

- 3.13** To make rules, laws and by-laws in respect of all matters relating to the objects and purposes of the Group as it sees fit.

## **4 MEMBERSHIP**

### **4.1 General Membership**

General Membership is open to any person employed by a Local Government entity where the person's organisation has paid the membership subscription fee and the persons work relates in part or in full to Information Technology and/or Information Management. Members shall be classified into one of the following categories of Membership.

- 4.1.1 Ordinary Member** -a Member who is directly employed in the Local Government industry or has a professional interest in the industry.
- 4.1.2 Honorary Member** -a person who has served the Group in such a way that the Committee have granted the Member this distinction.
- 4.1.3 Life Member** -a Member who has rendered such services to the Group in an exemplary or long standing manner or who has provided special knowledge and experience to the Group. The granting of Life Membership requires resolution of the Committee and endorsement by the membership at a General Meeting.

### **4.2 Eligibility for Membership**

- 4.2.1** Eligibility for Membership of the Group by any individual shall be decided by the Committee having regard to the provisions at Clause 4.1.
- 4.2.2** Membership of the Group shall be for the period of the Group's financial year which is 1 July to 30 June the following year.
- 4.2.3** Any person who wishes to become a Member of the Group shall make application in writing in such form as the Committee shall prescribe from time to time. Upon the acceptance of the application by the Committee and payment of the first annual subscription the applicant shall be a Member of the Group.

### **4.3 Professional Conduct**

A member must display high standards of integrity, objectivity and confidentiality and must not:

- Breach the constitution;
- Be guilty of dishonourable practice in any profession or undertaking;
- Be guilty of conduct which is derogatory to or not in the best interests of the Group;
- Fail to observe a proper standard of professional care, skill or competence.

### **4.4 Resignation of a Member**

A Member may resign from the Group by giving written notice to the Secretary of the Group. Any Member so resigning shall be liable for any outstanding subscription

fees. Subscription fees that have already been paid in full prior to resignation of the Member will not be refunded by the Group.

#### **4.5 Termination of Membership**

The Committee may by resolution, terminate the membership of any Member on the basis that the Committee is satisfied that the Member no longer meets the eligibility criteria.

#### **4.6 Expulsion of a Member**

**4.6.1** Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a member upon a charge of misconduct detrimental to the interests of the Group.

**4.6.2** Particulars of the charge shall be communicated to the Member at least one (1) calendar month before the meeting of the Committee at which the matter will be determined.

**4.6.3** The determination of the Committee shall be communicated to the Member, and in the event of an adverse determination the Member shall, subject to Clause 4.6.4, cease to be a Member fourteen (14) days after the Committee has communicated its determination to him or her.

**4.6.4** It shall be open to a Member to appeal to the Group in general meeting against the expulsion. The intention to appeal shall be communicated to the Secretary of the Group within fourteen (14) days after the determination of the Committee has been communicated to the Member.

**4.6.5** In the event of an appeal under Clause 4.6.4 the appellant's membership of the Group shall not be terminated unless the determination of the Committee to expel the Member is upheld by the Members of the Group in general meeting after the appellant has been heard.

#### **4.7 Fees and Subscriptions**

**4.7.1** Fees and subscription amounts, models and ongoing management methods are defined in the Fee's and Subscription Policy to be managed by the Committee.

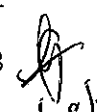
**4.7.2** No fees/subscriptions shall be payable by Honorary or Life Members of the Group.

**4.7.3** Fees/Subscriptions shall be due and payable in advance on the first day of July each year.

### **5 MANAGEMENT**

**5.1** Management of the Group shall be vested in a Committee of not less than eight (8) nor more than twenty (20) Committee Members including the Office Bearers of the Group, together with not less than four (4) nor more than sixteen (16) members, who shall be elected at the Annual General Meeting.

- 5.2 The Office Bearers of the Group shall be the President, Vice President, Secretary and Treasurer who shall be elected by the Members at the Annual General Meeting prior to the election of the remainder of the Committee Members.
- 5.3 The Committee cannot consist of more than two (2) individuals employed by any single Local Government entity.
- 5.4 The Committee must consist of at least two (2) members from each membership band as defined in the Fee's and Subscription Policy. Where two (2) nominations are not received from each band, vacancies can be filled from general nominations.
- 5.5 The Committee shall meet as often as may be required to conduct the business of the Group but not less than four (4) times in each calendar year.
- 5.6 A Committee Member may appoint a proxy for a Committee or Project Group meeting provided that proxy is a financial member of the Group.
- 5.7 The quorum of a Committee shall be half the number of Committee Members plus one (1).
- 5.8 The President or any three (3) other Members of the Committee shall have power to call a meeting of the Committee. Notice of meetings shall be given at the previous Committee Meeting or by seven (7) days written notice distributed to all Committee Members, or in an emergency, by such other notice as shall be ratified by the Committee.
- 5.9 An Office Bearer or Member of the Committee shall cease to hold such Office upon:-
- 5.9.1 Resignation in writing.
  - 5.9.2 Expulsion as a member of the Group.
  - 5.9.3 Absence for three (3) successive Committee Meetings without explanation acceptable to the Committee.
  - 5.9.4 Death.
  - 5.9.5 Becoming ineligible for membership.
  - 5.9.6 Being so mentally or physically incapacitated as to be unable to carry out official duties satisfactorily.
  - 5.9.7 Being convicted of an indictable offence.
  - 5.9.8 Removal of such Office Bearer or Member of the Committee upon a resolution being passed by the members of the Group at a General Meeting removing such Office Bearer or Members of the Committee.
- 5.10 Vacancies unfilled or arising in the Office Bearers or other Committee Members may be filled by the Committee by co-opting Members for the unexpired period of the term.
- 5.11 The Committee may function validly notwithstanding any vacancies so long as its number is not reduced below the quorum.
- 5.12 The Committee shall have the power to appoint such officers and employees or establish such sub-committees as are required to carry out the objects of the Group and may delegate any of its powers to such officers, employees and sub-

  
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committees, provided that those officers, employees and sub-committees shall meet as they see fit or as directed by the Committee and shall report to the Committee on a regular basis.

- 5.13** The President, Vice President, Secretary and Treasurer, shall meet to carry out the day to day business of the Group, together with any other business delegated by the Committee and shall report to the subsequent Committee Meeting.
- 5.14** All Office Bearers and Committee Members shall assume office on the day following the Annual General Meeting at which they were elected and hold office until the next occurring Annual General Meeting, at which time they will be eligible for re-election to the Committee.
- 5.15** When an Office Bearer or Member of the Committee may directly or indirectly benefit from a resolution or decision of the Committee then he/she must declare an interest in that item and remove himself/herself from the room where the Committee meeting is being convened for the duration of that item.

## **6 GENERAL MEETINGS**

- 6.1** General Meetings shall include the Annual General Meeting and any Special General meeting.
- 6.2** Written notice of not more than twenty eight (28) days nor less than seven (7) days, of all General Meetings shall be given to all Members. Such notice shall state the date, place and hour of the Meeting, and in the case of a Special General Meeting, the nature of the business to be conducted at the Meeting.
  - 6.2.1** The Committee will call the Annual General Meeting in accordance with the requirements of this clause.
  - 6.2.2** A Special General Meeting may be called by the President, Two (2) Committee Members or by three (3) Members of the Group.
- 6.3** The accidental omission to give notice of a meeting to or the non-receipt thereof by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 6.4** Members shall each be entitled to one (1) vote at any General Meeting.
- 6.5** A quorum at any General Meeting shall be twenty (20) Members.
- 6.6** If at any General Meeting there is no quorum within thirty (30) minutes of the time appointed for the meeting then a majority of Members present may decide to adjourn the Meeting to a future date.
- 6.7** The Annual General Meeting shall be held at least once in each calendar year.
- 6.8** The Audited Financial Statements shall be distributed to Members not more than three (3) months after the close of the financial year which shall be 30 June.
- 6.9** The business of the Annual General Meeting shall be:

- 6.9.1 To confirm the minutes of the previous Annual General Meeting and Special General Meetings if any. No discussion shall be permitted thereon except as to the accuracy of the minutes.
- 6.9.2 To receive and adopt the Annual Report of the Group and the audited Statement of Accounts for the preceding financial year.
- 6.9.3 To elect Office Bearers and Committee Members of the Group for the ensuing year.
- 6.9.4 To elect auditors for the ensuing year.
- 6.9.5 To transact business of which at least seven (7) days prior notice has been given.
- 6.9.6 To determine the amount of annual subscriptions for Members for the following financial year.

## **7 VOTING AT GENERAL MEETINGS**

- 7.1 Only Ordinary or Life Members shall be entitled to vote.
- 7.2 Voting shall be by show of hands except that:-
  - 7.2.1 Any contested election at an Annual General Meeting or otherwise shall be conducted by secret ballot.
  - 7.2.2 The meeting may, by a show of hands require any other vote to be by poll or secret ballot.
- 7.3 At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - 7.3.1 by the Chairperson; or
  - 7.3.2 by at least three (3) Members present in person or by proxy.
- 7.4 A declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the Minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 7.5 Demand for a poll may be withdrawn.
- 7.6 Voting may be by proxy. The proxy must produce written notice of their appointment as proxy for any Member of the Group to the Chairperson prior to any matter being put to the vote at a meeting.

## **8 PRESIDENT**

- 8.1 The President shall be Chairperson of all General Meetings and Committee Meetings, but if he/she shall not be present within five (5) minutes after the time appointed for the same, or shall be unwilling to act, the Vice President or Secretary shall be Chairperson of such meeting, and if no Vice President or Secretary shall be



present within five (5) minutes after the time appointed for the Meeting or be unwilling to act, the Members present shall appoint one (1) of their number to be Chairperson.

- 8.2** The President together with the Secretary shall prepare the agenda for Committee and General Meetings.

## **9 TREASURER**

- 9.1** The Treasurer shall cause monies received to be paid into such account or accounts authorised by the Committee in the name of the Group. Payments shall be by electronic funds transfer approved by two (2) Committee Members authorised by the Committee for that purpose, or by cheque signed by two (2) Committee Members authorised by the Committee for that purpose, provided that there shall be not more than five (5) Committee Members so authorized by the Committee. Major or unusual expenditures shall be authorised in advance by the Committee or a General Meeting.
- 9.2** The Treasurer shall cause records to be kept of all receipts and payments and other financial transactions which records shall be available for inspection by any Member upon request.
- 9.3** The Treasurer shall cause to be prepared financial budgets and statements and shall submit a report on the finances to each Committee Meeting.
- 9.4** The Treasurer shall present audited accounts to the Annual General Meeting.

## **10 VICE PRESIDENT**

- 10.1** The Vice President shall assist the President and the Secretary and deputise for the President when the President is absent.
- 10.2** In the absence of the Secretary, the Vice President shall be appointed as Minute Secretary.
- 10.3** The Vice President shall assist the President to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Group.

## **11 SECRETARY**

- 11.1** The Secretary shall assist the President and deputise for the Vice President when the Vice President is absent.
- 11.2** The Secretary shall be the Public Officer of the Group.
- 11.3** The Secretary shall call meetings in accordance with the provisions of the Constitution.
- 11.4** The Secretary shall cause records to be kept of the business of the Group, including the Constitution and Policies, records of Members, a register of minutes of meetings and of notices, a file of correspondence and records of submissions or reports made by or on behalf of the Group.

- 11.5** In the absence of the Secretary, the Vice President shall be appointed as Minute Secretary. In the absence of both the Secretary and Vice President, another Member shall be appointed by the Committee Members as Minute Secretary.

## **12 ELECTIONS AND DUTIES OF CHAIRPERSON**

### **12.1 Voting**

The Chairperson at any meeting shall have a casting as well as a deliberative vote.

### **12.2 Balanced Participation**

The Chairperson shall encourage full balanced participation in meetings by all Members and shall decide on matters of order.

### **12.3 Dissent**

In the event of a motion of dissent being moved and seconded, the Chairperson shall vacate his/her position in favour of an alternative Chairperson for the duration of that item. The Chairperson may then speak in support of the ruling.

## **13 RULES**

The Group may make, alter or repeal such Rules as may be deemed necessary for the conduct and management of the affairs of the Group.

## **14 AMENDMENT OF CONSTITUTION AND RULES**

- 14.1** This Constitution may be repealed, altered or amended by resolution of three-quarters of Members present and voting at a General Meeting. Not less than seven (7) days written notice including a copy of the proposed repeal, alteration or amendment must be given to all Members at the address listed in the books of the Group.

- 14.2** A General Meeting may make, repeal, alter or amend Rules for the proper administration of meetings or business of the Group provided that not less than seven (7) days written notice, including notice of any proposed new Rules, or the repeal, alteration or amendment of any such Rules has been distributed to all Members.

## **15 FINANCES AND PROPERTY**

- 15.1** Members who by authority of the Committee accept or incur any pecuniary liability on behalf of the Group shall be indemnified against any personal loss in respect of such liability.
- 15.2** The income, property and funds of the Group shall be used and applied solely towards the promotion of the objects and shall not be paid or transferred to the Members or relatives of Members provided that nothing herein contained shall prevent the payment in good faith to any person in return for services actually rendered.

## 16 DISSOLUTION OF THE GROUP

- 16.1** The Group may be dissolved in the manner provided for under the Associations Incorporation Act (1985) which requires a special resolution by approval of not less than three quarters of Members present and voting at a General Meeting called for that purpose of which not less than twenty one (21) days written notice specifying the intention to propose the resolution as a special resolution including notice of the proposed dissolution has been given to all Members.
- 16.2** Subject to Clause 16.1 above, upon dissolution of the Group, all property of the Group, whether real or personal, remaining after payment of all debts and legal liabilities shall be transferred to such other body formed for promoting similar objects or for charitable objects as shall be approved by the Group provided that if the Group shall have been approved pursuant to Section 78(1) of the Income Tax Assessment Act then such other body shall also be so approved.

## 17 AUDITOR

- 17.1** At each general meeting the members shall appoint a person to be auditor of the Group providing that person:
- 17.1.1** is a registered company auditor, a firm of registered company auditors, a person who is a member of the Australian Society of Certified Practising Accountants or The Institute of Chartered Accountants in Australia;
- 17.1.2** if a Member of the Group, is not an Executive Committee Member
- The terms of engagement of an Auditor will be agreed and signed at the time of appointment.
- 17.2** The Auditor shall have access at all times to the financial books, accounts and vouchers of the Group and shall be entitled to require from Officers and Office Bearers of the Group such information or explanations as he/she may deem necessary for the performance of his/her duties.
- 17.3** The Auditor shall audit the Annual Balance Sheet and Statements of Account and present a report at the Annual General Meeting.
- 17.4** The Auditor shall hold office until the next Annual General Meeting and is eligible for re-appointment.
- 17.5** If an appointment is not made at an Annual General Meeting or the Auditor ceases to act during the year, the committee shall appoint an auditor for the current financial year.

## 18 NOTICES

A Notice may be given by the Group to any Member by sending it by post to the registered address of the Member, or by email. Where Notice is sent by post, service of the Notice shall be deemed to be effected by properly addressing, prepaying and posting a letter.

## 19 COMMON SEAL


- 19.1 The common seal of the Group must not be affixed to a document except to give effect to a resolution of the Committee.
- 19.2 The affixation of the common seal must be attested by the President, or Vice President and Secretary of the Group.
- 19.3 An apparently genuine document purporting to bear the common seal of the Group and the signatures of the President or Vice President and Secretary of the Group attesting the affixation of the seal will, in the absence of proof to the contrary, be taken to have been duly executed by the Group.
- 19.4 The common seal of the Group must be kept in the custody of the Secretary.

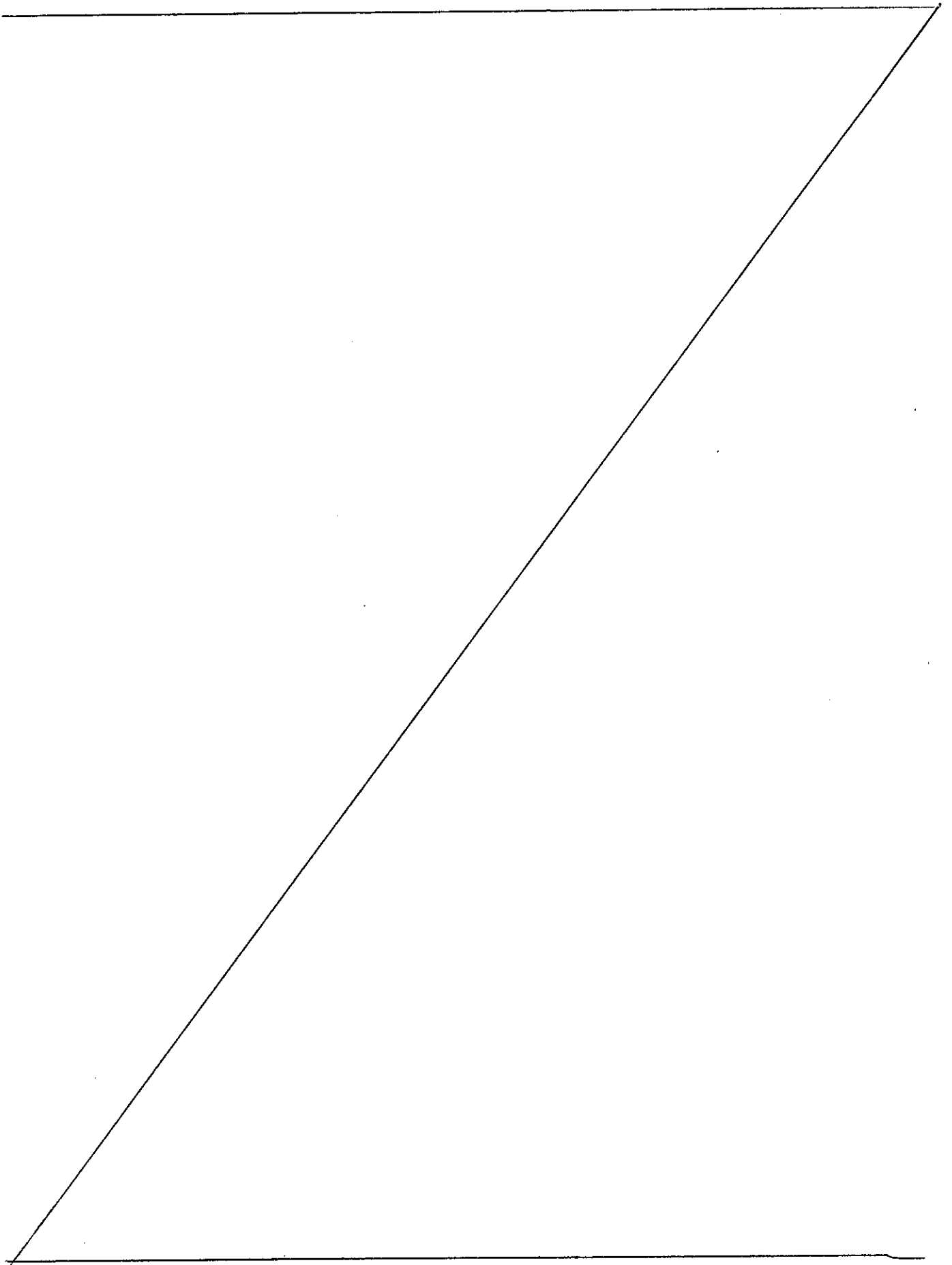
## 20. INDEMNITY

- 20.1 Every person who is or has been a member of the Committee or officer of the Group or its related bodies corporate is indemnified to the maximum extent permitted by law out of the property of the Group against any liabilities for costs and expenses incurred by that person:
  - 20.1.1 In defending any proceedings relating to that person's position with the Group, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or which proceedings are withdrawn before judgment; or
  - 20.1.2 In connection with any application in relation to any proceedings relating to that person's position with the Group, whether civil or criminal, in which relief is granted to that person under the Act by the Court.
- 20.2 Every person who is or has been a member of the Committee or officer of the Group or its related bodies corporate is indemnified to the maximum extent permitted by law out of the property of the Group against any liability incurred by the person as such a member of the Committee or officer to another person (other than the Group or its related bodies corporate) unless the liability arises out of any negligence, default, breach of duty or breach of trust of which such member or officer may be guilty in relation to the Group.
- 20.3 The Group may confirm the indemnities in this clause by separate contract with or on behalf of one or more of the person's mentioned in this clause.
- 20.4 The Group need not indemnify a person under this clause in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- 20.5 Where a person seeks to rely on the indemnity contained in this clause that person shall:
  - 20.5.1 Immediately notify the Group of any claim which gives rise or could give rise to a liability of the group to that person;
  - 20.5.2 Permit the Group to conduct any negotiations and legal proceedings in respect of a claim in the name of the person and to have the sole arrangement and control of such negotiations or proceedings and to settle or compromise a claim or make any admission or payment in relation thereto;

**20.5.3** Not make any admission without the prior written consent of the Group, and;

**20.5.4** Promptly render all reasonable assurance and co-operation as requested by the Group.

  
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