



**RURAL**      **MARKETING**  
**SUPPLY**      AND      **ASSOCIATION**

LINKING RURAL AND COMMERCIAL ENTERPRISE

# Constitution for

# **RURAL MARKETING AND SUPPLY ASSOCIATION INCORPORATED**

Incorporating  
**GRAIN & FEED TRADE ASSOCIATION**

22nd September 1994 Amended  
22nd September 1995

### ***Mission Statement***

*To promote harmony and good relations  
in the Trade with the view of safeguarding the  
interests of persons or firms engaged in the  
produce, seed, grain, merchandise  
and agricultural supplies industries*

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# **Rules of Association**

As adopted by members on the twenty second day of September, 1994

Amended and Approved by Members on the twenty second day of September, 1995

## **PART 1**

### **Preliminary**

#### **INTERPRETATION**

##### 1.1 DEFINITION

In these rules unless the context otherwise requires:

“Applicant” means an applicant to be a member.

“Member” means all classes of member of the Association unless otherwise stated.  
“Association” means “Rural Marketing and Supply Association Incorporated incorporating Grain and Feed Trade Association.

“Secretary” means:

- (a) The person holding office under the Rules as Secretary of the Association; or
- (b) Where no such person holds that office - the Public Officer of the Association.

“Executive Officer” means:

- (a) A person appointed to the position in addition to or in lieu of the “Secretary”
- (b) The person holding this office and who is authorised to fulfil the function of “Secretary”

“General Meeting” is a meeting of Members and includes an Annual General Meeting or Special General Meeting.

“Annual General Meeting” means the annual general meeting of the Members.

“Special General Meeting” means a meeting of the Members requisitioned by the Secretary under Rule 17 other than an Annual General Meeting.

“Objects” means the objects set out in rule 3.

“The Act” means the Associations Incorporation Act, 1984; “Rules” means the Rules of Association.

“Trade” means the produce, grain, seed, farm chemicals and fertilisers trade.

“Treasurer” means the Treasurer appointed by the Executive.

## **1.2 CONSTRUCTION**

In these Rules:

(a) a reference to a function includes a reference to a power, authority and duty;  
and

(b) a reference to the exercise of a function includes, where the function is a duty, a reference to the performance of the duty.

## **2. NAME**

The Association will be called Rural Marketing and Supply Association Incorporated, (RMSA) and incorporating Grain and Feed Trade Association (GAFTA).

## **PART 2**

### **Objects and Powers**

#### **3. OBJECTS**

The Objects are:

- (a) Non-profit and intended to further the interests of those involved in Trade;
- (b) To promote harmony and good relations in the Trade and to safeguard the interests of persons and firms engaged in the produce, seed and grain industry in Australia including those firms engaged in the manufacture of stock and poultry feeds;
- (c) To guard and maintain a high reputation for the Trade in commercial life and to promote the ethical and financial accountability of members of the Association;
- (d) To investigate, and rectify, if possible, abuses or practices which are considered detrimental to the Trade;
- (e) If requested, to mediate and resolve disputes between Members or other parties;
- (f) To co-operate with other associations or persons in promoting matters beneficial to the Trade and its participants;
- (g) To enquire into and if deemed necessary to seek to alter proclamations, regulations, orders, or restrictions, Government or otherwise, for the purpose of assisting the Trade and those involved in the Trade;
- (h) To maintain the spirit of free enterprise competition in trading and marketing;
- (i) To encourage decentralisation of all rural organisations;
- (j) To secure the highest prices for the sale by growers for grain and produce commensurate with a fair and reasonable margin on goods brought and sold;
- (k) To encourage marketing through recognised and reputable organisations;
- (l) To minimise the practice of failure to fill contracts;
- (m) To promote the highest possible standards in primary production; and
  - (n) To promote co-operations, liaison and understanding between the Association and Statutory Boards and to foster the concept of a tiered marketing system for all grains for which statutory boards exist.

#### **4. POWERS**

The Association's powers are:

- (a) To take over the funds and other assets and the liabilities of RMSA and GAFTA;

- (b) To subscribe to become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association will not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 23
- (c) Buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the Members or persons frequenting the Association's premises;
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property, real and personal, and assume any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with any of the Objects; provided that in case the Association will take or hold any property which may be subject to any trusts, the Association will only deal with the same in such manner having regard to the law of trusts;
- (e) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of its Objects and the exercise the powers of the Association' to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think desirable to obtain; and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions;
- (f) To appoint, employ, remove or suspend such manager, executive officers, clerks, secretaries, servants, workmen and other persons of the Association as may be necessary or convenient for its Objects;
- (g) To remunerate any person or body corporate for services rendered, or to be rendered, to the Association whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing and placing of any unsecured notes, debentures or other securities of the Association, or in or about the Association;
- (h) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (i) To invest and deal with that money of the Association in not immediately required in a reasonable manner and in such manner as may from time to time be thought fit;
- (j) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
- (k) To lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- (l) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Association's property or assets present or future and to purchase, redeem or pay off any such securities;
- (m) To draw, make accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

- (n) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- (o) To take or hold mortgages, liens or charges to secure payment of the purchase price, or any unpaid balance of the purchase price of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;
- (p) To take any gift of property whether subject to any special trust or not, for any one or more of the Objects but subject always to the proviso in sub-rule (d);
- (q) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donation, annual subscriptions or otherwise;
- (r) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable;
- (s) To amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which also prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of Rule 23
- (t) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (u) To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (v) To make donations for charitable or community purposes;
- (w) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged; and
- (x) Do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the Powers of the Association.

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## **PART 3**

### **Membership**

#### **5. CLASSES OF MEMBERS**

(a) The membership of the Association will consist of four classes of Members:

- MEMBERS
- ASSOCIATE MEMBERS
- HONORARY MEMBERS
- LIFE MEMBERS

(b) The number of Members of each class will be unlimited.

(c) The applicants for membership can either be a natural person or a company. If the applicant is a company, it must nominate its corporate representative at the time of application.

(d) Eligibility

(i) MEMBERS

Members will be bona fide produce, seed and grain merchants, brokers, manufacturers of stock and poultry foods, agricultural chemical, fertiliser and rural merchandise resellers.

(ii) ASSOCIATE MEMBERS

Associate Members shall be allied industry associations, companies engaged primarily in the agricultural commodity and/or product or by-product industries, seed graders and companies involved in the agricultural and veterinary product, fertiliser, fuel, transport, storage, consultancy or rural real estate industries. Such Members will enjoy all Member privileges except voting rights. Grower organisations and co-operatives are not eligible for membership.

(iii) HONORARY MEMBERS

Honorary Members will be persons who have given outstanding service to the product seed and grain industry and who will be endorsed by Members at an Annual General Meeting and will be eligible for re-endorsement at each succeeding Annual General Meeting.

(iv) LIFE MEMBERS

Life Membership of the Association may be conferred upon an individual who has over a period of years given unselfish and loyal service to the Association and its Members. Such Life Membership will only be conferred by Members at the Annual General Meeting and only one such Life Membership will be conferred in any one financial year. The Life Members so elected will retain all rights of membership and may hold any office in the Association. Only an individual is eligible for Life Membership.

## **6. MEMBERSHIP**

- (a) Unless every person who at the date of incorporation of the Association was a member of RMSA or GAFTA otherwise notifies the Secretary in writing, that person automatically becomes a Member at the same class of membership of the Association as that member held in RMSA or GAFTA (whichever is applicable and so far as is applicable).
- (b) Every Member who previously to his agreeing to become a member had paid his membership due, as a member of either RMSA or GAFTA for the next year (whichever is applicable), will not be liable to pay any further sum by way of annual membership to the Association for the period prior to the first day of October 1994.
- (c) Every Applicant of the Association is required to be proposed by one Member of the Association and seconded by another Member. Such application for membership will be made in writing, signed by the Applicant (who must agree to conform to the Rules of the Association) and his proposer and seconder in the form prescribed by the Executive.
- (d) A copy of the Constitution will be issued to every Member and will form the basis of their membership.

## **7. ADMISSION AND REJECTION OF MEMBERS**

- (a) All applications for membership will be advised to all Members stating the date at which the Executive will consider the application. Any detailed objections from Members are to be advised to the Executive Officer in writing, prior to the Executive Meeting, who will submit the information at the Executive Meeting which will decide on the application and which decision will be final.
- (b) Upon the acceptance or rejection of an application the Secretary or Executive Officer will forthwith give the Applicant notice in writing of such acceptance or rejection, and, if acceptance, will request immediate payment of the appropriate subscription fee upon receipt of which Membership is confirmed.

## **8. MEMBERSHIP FEES**

- (a) The membership fees for each class of membership (other than Honorary Members and Life Members) will be such sum as the Members will from time to time at any General Meeting so determine.
- (b) The amount of the membership fee may be altered from time to time, on the recommendation of the Executive and as agreed to by two-thirds majority of those Members present at the next Annual General Meeting.
- (c) Each Member will pay in advance an annual membership fee which falls due on the first day of October. Any Member joining the Association during the second half of the year will pay a fee at half the rate of the yearly membership fee.
- (d) Membership fees will be payable by 31st December and any fees outstanding at this date will be subject to a \$50.00 late payment charge. Members outstanding will receive one reminder notice for payment by 31st January after which their membership will be terminated.
- (e) In the event of income from membership fees and other sources being insufficient to meet the expenditure of the Association, a levy may be imposed on each Member to make up the balance. The decision to impose a levy and its extent will be decided by the Executive, but will not be in excess of the annual membership subscription per Member in any financial year.
- (f) A levy may be imposed by the Executive on Associate Members for the purpose of funding campaigns on their behalf.

## **9. TERMINATION OF MEMBERSHIP**

- (a) A Member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation will take effect one calendar month after such notice is received by the Secretary unless a later date is specified in the notice when it will take effect on that later date provided any financial arrears have been paid by the Member.
- (b) If a Member:
  - (i) is convicted of an indictable offence; or
  - (ii) fails to comply with any of the provisions of these Rules; or
  - (iii) has membership fees in arrears for a period of four months or more from the close of the month in which the Annual General Meeting is held; or
  - (iv) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (v) becomes prohibited from being a director of a company for reasons or any order made under the Corporation Law; or
  - (vi) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - (vii) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association;
  - (viii) in the case of a corporate member, has a receiver or liquidator appointed, the Executive will consider whether his membership will be terminated.
- (c) If the Executive resolves to terminate the membership of a Member, the Member concerned will be given a full and fair opportunity of presenting his case and if after hearing the Member present his case, the Executive still resolves to terminate it, it will instruct the Secretary to advise the Member in writing accordingly.

## **10. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP**

- (a) An Applicant whose application has been rejected or a Member whose membership has been terminated may, within one month of receiving writing notice of rejection/termination, lodge with the Secretary written notice of intention to appeal against the decision.
- (b) Upon receipt of this notice of notification the Secretary will convene, within three months of the date of receipt of such notice a General Meeting to determine the appeal. At the General Meeting the Applicant will be given the opportunity to fully present his case and the Executive or those Members thereof who rejected the application for membership or terminated the membership will have the opportunity of presenting its or their case. The appeal will be determined by the vote of the Members present at the General Meeting and a vote of more than half the Members present in favour of overturning the rejection or termination will have the effect of allowing the Applicant to become a Member or allowing the Member to retain membership as the case may be subject to Rule 7.
- (c) Where an Applicant whose application is rejected or a Member whose membership is terminated does not appeal against the decision within the prescribed time, or so appeals but the appeal is unsuccessful, the Secretary will forthwith refund the amount of any fee paid.

## **11. REGISTER OF MEMBERS**

- (a) The Executive will cause a Register to be kept of all Members.
- (b) Particulars will also be entered into the Register of deaths, resignations, terminations and reinstatement of Members and any further particulars as the Executive or Members at any General Meeting may require.
- (c) The Register will be open for inspection at all reasonable times by any Member who previous applies to the Secretary for such inspection.

## **12. MEMBERSHIP APPLICATION FORM**

Refer to the attached Membership Application Form being that which will be completed by each Applicant.

## PART 4

### The Executive

#### 13. MEMBERSHIP OF THE EXECUTIVE

- (a) The Executive will consist of a President, two (2) Vice Presidents, Secretary, Treasurer, one of whom may also occupy the position of Executive Officer and such number of other persons as the Members at any General Meeting may from time to time elect or appoint.
- (b) The Immediate Past President is also an Officer for the term of the incumbent President.
- (c) Where possible, Members elected to the Executive should represent the four Divisions viz - Northern, Central, Southern and Coastal.
- (d) It is a condition of being elected to the Executive that the person must also be a Member or representative of a corporate member.
- (e) Elections for the positions of Officer will take place at the Annual General Meeting or, in accordance with these Rules, at a General Meeting.
- (f) At the Annual General Meeting the existing Officers will retire from office but will be eligible upon nomination for re-election, providing they have not already served more than a period of six consecutive years on the Executive. However, only a maximum of two Members, to whom this requirement would apply in this situation, would be required to retire thereby ensuring experience continuity. The office of President, Secretary and Treasurer are exempt from the ruling. (Amended September 1996.)
- (g) Notwithstanding sub-rule (e) the President will serve a maximum term of two years and will be the Chairman of the Executive.
- (h) The election of Officers of the Executive will take place in the following manner:
  - (i) At least two Members are required to nominate the Member to serve as an Officer of the Executive;
  - (ii) Nomination for serving on the Executive may be by mail or facsimile or from the floor at the Annual General Meeting.
  - (iii) The Applicant with the most votes for that position will be elected as Officer of that position;
  - (iv) If the President decides, voting may be by secret ballot. (i) An Officer of the Executive may resign from the Executive at any time by giving notice in writing to the Secretary and such resignation will take effect one calendar month after such notice was received by the Secretary unless a later date is specified in the notice when resignation will take effect on that later date.
  - (j) An Officer may be removed from office at a General Meeting by a vote of a majority of Members present. If the Officer is present at the General Meeting the Members cannot vote until that Officer has been given the opportunity to fully present his case.
- (k) No Officer will receive any remuneration for his services as a member of the Executive.
- (l) The Executive will have power at any time to appoint any Member to fill a casual vacancy on the Executive until the next Annual General Meeting.

(m) The continuing Officers of the Executive may act notwithstanding any casual vacancy in the Executive; however, if their number is reduced below the number fixed by or pursuant to these rules as the necessary quorum of the Executive, the continuing Officer or Officers may act for the purpose of increasing the number of Officers to that number by summoning a General Meeting.

#### **14. FUNCTIONS OF THE EXECUTIVE**

(a) Except as otherwise provided by these Rules and subject to resolutions of the Members at any General

Meeting, the Executive:

(i) will have the general control and management of the administration of the affairs, property and funds of the Association; and

(ii) will have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent; and

(iii) will have authority appoint, determine, and/or delegate, duties considered appropriate to an Officer appointed to or retained for assistance in the conduct of the Associations' management and affairs.

(b) The Executive may exercise the following powers of the Association:

(i) to borrow or raise or secure the payment of money in such manner as the Members think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;

(ii) to borrow money from Members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligations of the Association and to provide and pay off any such securities; and

(iii) to invest the funds of the Association.

#### **15. MEETINGS OF EXECUTIVE**

(a) The Executive will meet at least six times per annum to exercise its functions.

(b) A special meeting of the Executive will be convened by the Secretary on the requisition in writing signed by not less than one-third of the Officers, which requisition will clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted.

(c) At every meeting of the Executive a number equal to one more than half of the number of Officers elected and/or appointed to the Executive as at the close of the last General Meeting of the Members, will constitute a quorum.

(d) Subject as previously provided in this Rule, the Executive may meet together and regulate its proceedings as it thinks fit provided that questions arising at any meeting of the Executive will be decided by a majority of votes and, in the case of equality of votes, the question will be deemed to be decided in the negative.

(e) An Officer will not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising thereout, and if he does so vote his vote will not be counted.

(0) Not less than fourteen days notice will be given by the Secretary to Officers of any special meeting of the Executive. Such notice will clearly state the nature of business to be discussed at the meeting.

(g) The President will preside as Chairman at every meeting of the Executive, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice President will be Chairman or if the Vice President is not present at the meeting, then the Officers may choose one of their number to be Chairman of the meeting.

(h) If within half an hour from the time appointed for the commencement of an Executive meeting a quorum is not present, the meeting, if convened upon the requisition of Officers will lapse. In such a case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and a such other time and place as the Executive may determine, and if at the subsequent meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

(i) The Executive may delegate any of its powers to a sub committee consisting of such Members as the Executive thinks fit. Any sub committee so formed will in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive.

(j) A sub committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the Members present may choose one of their number to be Chairman of the meeting.

(k) A sub committee may meet and adjourn as it thinks proper. Motions arising at any meeting will be determined by a majority of votes of the Members present and, in the case of and equality of votes, the question will be deemed to be decided in the negative.

(l) All acts done by any meeting of the Executive or of a sub committee or by any person acting as an Officer will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Officer or person acting as aforesaid, or that the Officer of the Executive or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be an Officer of the Executive.

(m) A resolution in writing signed by all the Officers for the time being entitled to receive notice of a meeting of the Executive will be as valid and effectual as if it had been passed at a meeting of the Executive duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Officers of the Executive.

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## **PART 5**

### **Meetings**

#### **16. ANNUAL GENERAL MEETINGS**

- (a) The Annual General Meeting will be held within three months of the close of the financial year.
- (b) The Secretary will notify each Member in writing of the time and place of Annual General Meetings at least 21 days before the holding of such meetings.
- (c) The business to be transacted at every Annual General Meeting will include:
  - (i) The tabling of the Executive's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Association for the preceding financial year;
  - (ii) The receiving of the auditor's report of the Association for the preceding financial year;
  - (iii) The election of Officers; and
  - (iv) The appointment of an auditor.

#### **17. SPECIAL GENERAL MEETING**

- (a) The Secretary will convene a Special General Meeting:
  - (i) when directed to do so by the Executive; or
  - (ii) on the requisition in writing signed by not less than one-third of the Officers presently on the Executive or not less than the number of members of the Association which equals the number of Officers then on the Executive plus five. Such requisition will clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted; or
  - (iii) on being given a notice in writing of an intention to appeal against the decision of the Executive to reject an application for membership or to terminate the membership of any Member.

#### **18. GENERAL MEETINGS**

- (a) The first General Meeting will be held at such time, not being less than one month and not more than three months after the incorporation of the Association, and at such place as the Executive may determine.
- (b) General Meetings will be held at a place determined by the Executive and be at least twice per annum.
- (c) Unless otherwise provided for in Rules 16 and 17, rule 18 also applies to the holding of Annual General Meetings and Special General Meetings.

(d) At any General Meeting the number of members required to constitute a quorum will be the number of Officers then on the Executive plus five.

(e) No business will be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. For the purposes of this rule "Member" includes a person attending as a proxy or as representing a corporation which is a Member.

(f) If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting if convened upon the requisition of Officers for the Executive or the Association, will lapse. In any other case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Executive may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present will be a quorum.

(g) The Chairman may, within the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as in the case of an original meeting. Save as aforesaid it will not be necessary to give any notice of any adjournment or of the business to be transacted at any adjourned meeting.

(h) The Secretary will convene all General Meetings of the Association by giving not less than 21 days notice of any such meeting to the Members. Notice of a General Meeting will clearly state the nature of the business to be discussed.

(i) The manner by which such notice will be given will be determined by the Executive; provided that notice of any meeting convened for the purpose of hearing and determining the appeal against the rejection or termination of membership by the Executive, will be given in writing.

(j) Unless otherwise provided by these rules, at every General Meeting:

(i) the President will preside as Chairman, or if there is no President or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, or the Vice President is not present or is unwilling to act, then the members present will elect one of their number to be Chairman of the meeting;

(i) the Chairman will maintain order and conduct the meeting in a proper and orderly manner;

(iii) every motion or resolution will be decided by a majority of votes of the Members present in person, by proxy or by attorney on a show of hands or a division of Members;

(iv) voting will be by show of hands unless a number of Members being not less than one-fifth of the Members present demand a ballot, in which event there will be a secret ballot. The Chairman will appoint two Members to conduct the secret ballot in such manner as he will determine and the result of the ballot as declared by the chairman will be deemed to be the resolution of the meeting at which the ballot was demanded;

(v) a Member may vote in person or by proxy or by attorney;

(vi) Members will cast their vote by way of a show of hands or secret ballot (if necessary) and each Member will have one vote;

(vii) In the case of an equality of votes the Chairman shall have a second or casting vote; (viii)

No Member shall be entitled to vote at a General Meeting if his annual membership fee is more than one month in arrears at the date of the General Meeting;

(ix) The instrument appointing a proxy shall be in writing (in the form in these Rules if possible, or as close as possible to this form) and be signed, under the hand of the appointor or his attorney duly authorised in writing. If the appointor is a corporation, it must be executed either under seal or under the hand of an officer or attorney duly authorised;

- (x) A proxy may need not be a Member but must be a person over 18 years of age; and (xi) So far as is possible, the instrument appointing a proxy will be in the form of Annexure
- (xi) So far as is possible, the instrument appointing a proxy will be in the form of Annexure 2.

INTENTIONALLY BLANK

## **PART 6**

### **Miscellaneous**

#### **19. PROVISION FOR REGIONAL GROUPS**

The Association may have Regional Groups in geographic areas as defined by the Executive and such groups are subordinate to the Executive.

#### **20. BY-LAWS**

(a) The Executive may from time to time make, amend or repeal By-Laws, not inconsistent with these Rules, for the internal management of the Association.

(b) Every Member shall be supplied with a copy of each By-Law and accepts that they are binding.

#### **21. ALTERATION OF RULES**

Subject to the provisions of any appropriate legislation, these Rules may be amended, rescinded or added to from time to time by a Special Resolution of Members passed at a General Meeting.

#### **22. COMMON SEAL**

The Executive shall arrange for a Common Seal of the Association and for its safe custody. The Common Seal shall only be used by the authority of the Executive and every instrument to which the Common Seal is affixed must be signed by an Officer and be countersigned by the Secretary or by a second Officer or by some other person appointed by the Executive for that purpose.

#### **23. FUNDS AND ACCOUNTS**

(a) The funds of the Association shall be banked in the name of the Association in such bank as the Executive may from time to time direct.

(b) Proper books and accounts shall be kept and maintained either in written or printed form in the English language accurately reflecting the Association's financial affairs and its particulars as usually shown in books of a like nature.

(c) All moneys must be banked as soon as practicable after receipt.

(d) All accounts of (insert amount) or over will be paid by cheque signed by the Treasurer or other Members authorised from time to time by the Executive.

(e) Cheques will be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupments.

(f) The Executive will determine the amount of petty cash which will be kept on the imprest system.

(g) All intended expenditure must first be approved by the Executive and if the Executive sees fit, it will ratify expenditure incurred in pursuance of the Objects or Powers of the Association.

(h) As soon as practicable after the end of each financial year the Treasurer will cause to be prepared a statement containing particulars of:

- (i) the income and expenditure of the Association for the financial year just ended; and
- (ii) the assets and liabilities and mortgages, charges and securities affecting the property of the Association at the close of that year.
- (i) This statement will be audited by the Auditor who will present his report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.
- (j) The income and property of the Association whensoever derived will be used and applied solely in promotion of its Objects and in the exercise of its Powers as set out herein and no portion thereof will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members provided that nothing herein contained will prevent the payment in good faith of interest to any Member for moneys advanced by that Member to the Association or otherwise owing by the Association to that Member or of remuneration or fees to any Officers or servants of the Association or to any Member or other person in return for any services rendered to the Association provided further that nothing herein contained will be construed so as to prevent the payment or repayment to any Member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

#### **24. DOCUMENTS**

The Executive will provide for the safe custody of books, documents, instruments of title and securities of the Association.

#### **25. FINANCIAL YEAR**

The financial year of the Association will close on 31st August in each year.

#### **26. DISTRIBUTION OF SURPLUS ASSETS**

If the Association is wound up in accordance with the provisions of the appropriate legislation, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members, but will be given or transferred to some other institution or institutions having similar objects to the Association's Objects, which also prohibit distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by Rule 23 such institution or institutions to be determined by the Members.

#### **27. SETTLEMENT OF DISPUTES BY ARBITRATION OR OTHERWISE**

The Association may or may not agree to adjudicate on or settle by mediation any dispute or commercial disagreement between Members or between Members on the one part and non-members on the other part and if requested to do so between non-members parties who agree in writing, to wholly abide by the decision of the mediator who shall act as an expert and whose decision will be final and binding on all parties. The affected parties will pay in advance to the Association care of the Secretary a fee for the services of all those persons involved in the mediation. This fee will be agreed by the Executive acting on behalf of the Association in consultation with the persons required to mediate and agreed to by those parties involved in the dispute.

#### **28. INDEMNITY**

Every Member is indemnified by the Association against the costs of all proceedings, suits, or demands or losses or expenses incurred thereby which he may incur by reason of any act done bona fide in the discharge of his duty relating to the affairs of the Association within the scope of his authority.

## **29. INSURANCE**

The Association will effect and maintain insurances pursuant to Section 44 of the Insurance Contracts Act (Commonwealth) and in addition the Association may effect and maintain other insurance.



# APPLICATION FOR MEMBERSHIP

## CONFIDENTIALITY OF INFORMATION

The information provided in this application is submitted in confidence by the applicant for R.M.S.A. membership consideration only. Any other use of the information, other than for general data and statistical purpose with no relation specifically to the applicant, must be authorized by the applicant or member company.

### 1. ANNUAL FEES

Joining fee if applicable is obligatory on application.

Joining fee and subscription rates may be varied from time to time by decision of the Annual General Meeting.

### 2. PROCESSING PROCEDURE

R.M.S.A. Inc. membership applications are only considered at General Meetings of the Association.

All applicants will be notified whether membership has been granted or not. Membership becomes effective the date of the applicant's acceptance.

### 3.

**APPLICABLE MEMBERSHIP CATEGORY**     MEMBER   

ASSOCIATE MEMBER     4.

### COMPANY INFORMATION A. Name of Company

.....

(Indicate name under which business is conducted if different from name of applicant)

Postal Address.....

Business Address  
.....

Telephone Number ..... Facsimile  
Number .....

Commodities Traded.....

Approx. Total Tonnage Traded  
.....

(Other business activities, e.g. Merchandising)  
.....

Value of such activities (rounded) \$ .....

Number of Direct Employees .....

**B. Form of Business**    Company     Partnership   
   Other     Years in Business .....



**Phone: (045) 74 2006 Fax: (045) 75  
2003**

**ANNEXURE 2**

**Forming part of the Constitution of the merged R.M.S.A. and G.A.F.T.A. Associations**

**RURAL MARKETING AND SUPPLY ASSOCIATION INC.**

**incorporating**

**GRAIN AND FEED TRADE ASSOCIATION**

**PROXY FORM**

I, .....of ..... being a Member of the Association, hereby appoint .....

of ..... or failing him,

as my proxy to vote for me on behalf of the (Annual) General Meeting of the Association, to be held on the of .....

..... day, ..... 19.....

and at any adjournment thereof.

Signed this ..... day of ..... 19.....

Signature: .....

\*in favour of This form is to be used the resolution that

\*against

\* Strike out whichever is not desired.

(Unless otherwise instructed, the proxy may vote as he thinks fit.)

(xii) The instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any General Meeting at which the Member appointing the proxy proposes to vote; and (xiii) The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every meeting of the Executive and General Meeting to be entered in a book to be open for inspection at all reasonable times by any Member who applies to the Secretary for that inspection. For the purposes of ensuring accuracy, the minutes of every meeting of the Executive will be signed by the Chairman of that meeting or the Chairman of the next succeeding Executive meeting. The minutes of General Meetings will be signed by the

Chairman of the meeting or the Chairman of the next succeeding General Meeting.