



**MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE
CANCER NURSES SOCIETY OF AUSTRALIA
INCORPORATED**

August 2002 Revision
Ratified at the Annual General Meeting of the CNSA
Sydney, 28 November 2002

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SECTION 1

INTRODUCTION

1. NAME

The name of the Association is "The Cancer Nurses Society of Australia, Incorporated" (herein may be referred to as Association or CNSA).

2. DEFINITIONS AND INTERPRETATIONS

In this memorandum of Association, rooms of the Association will be at:
Level 5, 92 Parramatta Rd, Camperdown, NSW 2042

(a) Articles of Association or Articles mean the Articles of Association of the Cancer Nurses Society of Australia, Incorporated.

(b) Association or 'The Association' shall mean the Association registered as Cancer Nurses Society of Australia, Incorporated.

(c) Executive Committee of the Association

There shall be an Executive of the Association that shall be comprised of one ordinary member from each state and territory, the Chairperson, the past Chairperson and ex-officio members as co-opted and deemed necessary by the Executive. This committee shall not exceed 14 members. Along with the State and Territory executive positions, the Executive may co-opt additional positions. The Executive will co-opt a maximum of 3 members. The ratio of co-opted to elected members shall not exceed 1:3. The past Chairperson and co-opted members do not have voting rights on the executive. The executive shall elect from its members a Deputy Chair to officiate if the Chairperson is unavailable.

(d) Executive Officer

The Executive shall appoint an Executive Officer who shall have roles as determined by the Executive. The Executive Officer shall conduct elections as stated in these clauses.

(e) Representation

All states and territories have the opportunity to be represented on the Executive. If nominations for a state/territory representative are not forthcoming during the election process, that state or territory will not have representation on the Executive during the term of office.

So as not to disadvantage members if a state/territory is not represented on the executive, individual members of the association can have representation through any other member of the Executive.

(f) Regional Groups

Regional groups comprise a number of members in a specified geographical area who meet the clauses of the association and wish to form a regional group.

(g) Members

Membership categories, as defined in Schedule One, as determined from time to time by the executive and ratified at an annual general meeting are:-

- (i) Ordinary Membership
- (ii) Corporate Membership
- (iii) Life/Honorary Membership
- (iv) Overseas Membership.

(h) Secretariat Role

The Executive or their nominee shall convene all meetings of the Association and of the Executive, and shall keep books provided for that purpose, minutes of meetings and such records of the Association as are directed to be kept by the Executive and shall carry out all duties assigned by the Executive of the Association.

(i) Treasury Role

The Executive or their nominee, shall be responsible and shall keep all general records, accounting books and records of receipts and expenditure connected with the operation and business of the Association in such form and manner as the executive may direct and before each annual general meeting shall cause to be made up an income and expenditure account, such balance sheets and accounts to be current to date not more than ninety (90) days before the date of the meeting.

The Executive shall keep true records of accounts of :

i) All sums of money received and expended by the association and the matter in respect of which the receipt or expenditure takes place; and

ii) The property credits and liabilities of the Association.

The Accounts, books and records referred to in sub-clauses i) and ii) of this clause shall be kept at the office of the Association or at such place as the Executive may decide and may be inspected by members of the Association not being members of the Executive at such times, at such place and under such conditions or regulations as the executive committee may from time to time decide.

The Executive shall on behalf of the Association receive all moneys paid to the Association and after the receipt of any moneys issue official receipts.

(j) The Act means the Associations Incorporation Act, 1991 (as amended of the Australian Capital Territory).

2.2 Interpretation:

In this Memorandum of Association, unless the contrary intention appears:

- (a) the singular imports the plural and visa versa;
- (b) person may include an individual, a body corporate, a partnership, a firm, an un-incorporated association, an institution or a government body.
- (c) a reference to a statute (or to a provision of a statute) means the statute or provision as modified or amended and in operation for the time being or any statute or provision enacted in lieu thereof and includes any regulation or clause for the time being in force under the statute or provision.
- (d) Except where the contrary intention appears in this memorandum of Association, an expression has, in a provision of this Memorandum of Association which deals with a matter dealt with by a relevant provision of the Corporations Law, the same meaning as in the Corporation Law.
- (e) Headings do not affect the interpretation of this Memorandum of Association.

3. Objects of the Association

3.1 The CNSA is committed to achieving and promoting excellence in cancer care through the professional contribution of nurses by:

- (a) Development and dissemination of resources which contribute to advances in cancer nursing practice.
- (b) Facilitating research in the area of cancer nursing that will contribute to improvement in care of people with cancer
- (c) Taking a leadership role in addressing the educational needs of cancer nurses
- (d) Collaborating with other groups/organisations involved in the development and provision of services to people with cancer
- (e) Promoting cancer nurses' contribution to National cancer control activities and policy
- (f) Providing opportunities for professional networking amongst cancer nurses.

4. Powers of the Association

For the purposes of carrying into effect the foregoing objects of the Association, and not otherwise, the CNSA shall have the following powers:

- a) Receive subscriptions from members and member organisations;
- b) Accept money by way of grants, gifts, bequests or otherwise for any one or more of the objects of the association;
- c) Invest any money so obtained; and hold investments of the same;
- d) Receive, obtain and hold lands, money, securities and other property real or personal;
- e) Execute any special trusts in connection with moneys or property received, obtained and held by the association;
- f) Apply the capital and income of the funds and property of the association or any part thereof subject to such trusts (if any) for or towards the furtherance of its objects;
- g) Print and publish or assist in or promote the printing of any newspapers, periodicals, books, monographs, articles, leaflets or other literary undertakings that the association may think desirable for the promotion of its objects and distribute such publications as it may think fit;
- h) Enter into any arrangement or agreement with, become a member of, subscribe to, affiliate or co-operate with or support any other association or company, whether incorporated or not having objects similar to those of the association;
- i) Borrow and lend money in such a manner as the association may think fit;
- j) Purchase or otherwise acquire all or any of the property or assets and undertake all or any of the liabilities or engagements of any other association or company having objects altogether or similar to the association;
- k) Purchase, apply for or otherwise acquire copyrights, privileges, exemptions, certificates, licenses, patents, trademarks or the like which may be deemed necessary or convenient for any or all of the objects of the association and transfer and otherwise deal with the same;
- l) Insure against all risks, liabilities and eventualities as may seem advisable and apply the proceeds of any claim under any insurance in such manner and for such purpose as shall be thought fit;
- m) Employ such officers and servants as the association may deem necessary and pay such sums to such officers whether by way of remuneration or bonus as the association may deem reasonable and proper;

- n) Grant pensions, allowances and gratuities to employees or former employees of the association or to dependents of such persons and to provide a benevolent or similar fund for such purposes;
- o) Do all such other lawful things as are incidental or conducive to the attainment of all the foregoing objects;
- p) Carry out any one or more of the foregoing objects independently or exclusively of the remainder of such objects and in any part of the Commonwealth of Australia or elsewhere;
- q) Purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easement or property, real or personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with any objects of the Association;
- r) As far as the law will permit and subject to the provisions of any relevant statute to appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of the Association;
- s) Construct, improve, maintain, develop, work, manage, carry out, alter or control any houses building, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration of control thereof;
- t) Borrow or raise with or without security any money which may be required from time to time by the Association for the furtherance of its objects as herein set forth upon such terms as may be deemed advisable;
- u) Give any guarantee or indemnity or enter into any bond in connection to carry out any of the objects of the Association;
- v) Enter into and carry out any arrangements with governmental, municipal or local authority, which may seem conducive to the objects of the Association;
- w) Do all such other acts, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the objects and the exercise of powers of the Association.

And it is hereby declared that in the interpretations of this clause the meaning of any of the objects of the CNSA shall not be restricted by implied reference to any other objects or by the juxtaposition of two or more objects and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not resemble the powers of the CNSA.

5. Powers Specific to Income and Property

- (a) The income and property of the Association wheresoever derived shall be applied solely towards the promotion of the objectives of the Association as set forth in these clauses.
- (b) No portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to member organisations of the Association.
- (c) Nothing herein contained shall prevent the payment, in good faith, of reasonable remuneration to any officers or servants of the Association, or to any members of the Association, in return for any services actually rendered to the Association; nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest - at a rate not exceeding the rate for the time being fixed by the clauses - on money borrowed by the Association; or reasonable and proper rent for premises demised or let by the Association.
- (d) No member of the Association shall be appointed to any salaried office of the Association, except the position of executive officer, or any office of the Association paid by fees.
- (e) No remuneration or other benefits in money or money's worth shall be given by the Association to any member of the Association, except repayment of out-of-pocket expenses and when appropriate interest at the predetermined rate on money lent or reasonable and proper rent for premises demised or let to the Association. Interest will only be payable by the Association if a member is not remunerated within 90 days.

SECTION II

MEMBERSHIP

1. Membership Qualifications

At a properly constituted Annual General Meeting, members of the Association shall be the sole and final judge of the moral, ethical and professional qualifications required for election to membership. Membership qualifications shall be that set out in schedule one, or as the Association determines from time to time.

2. Application for Membership

In the case of ordinary membership, membership may be granted PROVIDED THAT any such application shall be made on a form approved by the Executive and the candidate provides details of qualifications, professional status, appointments and special interests in relation to cancer care. The Executive shall have the power to assess nominations and to make decisions concerning membership under this clause and may by a majority vote declare a candidate to be an elected member of the Association at a formally constituted meeting of the Executive. The Executive shall notify a candidate of acceptance of membership of the Association.

Ordinary membership will be processed by the Executive on an ongoing basis. Other categories other than ordinary members will be ratified at an Annual General Meeting of the Association.

3. Cessation or Resignation of Membership

(a) A member may at any time resign from the Association by notifying the Executive by a written notice of resignation.

(b) Upon receipt of such notice of resignation the Executive may direct that the member be removed from the register of members.

(c) Membership shall cease if the fees falls in arrears. Refer to point 6 (b) 'Fees and Subscriptions'.

(d) The Executive may by resolution expel from the Association and remove from the register of members, any member who shall refuse or neglect to comply with the provisions of the clauses or resolutions of the Association. At least sixty (60) days before the meeting of the Executive, at which such resolution for expulsion is moved such a member shall have an opportunity of attending the meeting, or of giving any explanation or defense as the member may desire either orally or in writing.

(d) Any rights and privileges of a member are non-transferable and terminate upon cessation of membership.

4. Membership Entitlements Not Transferable

A member that for any reason ceases to be a member of the association shall not have a claim, monetary or otherwise upon the Association; including unused portions of membership fees. Rights and privileges of a member are not transferable and terminate upon cessation of membership.

5. Register of Members

(a) The Association shall have a register of members. The Executive Officer shall maintain the register of names, addresses, date of commencement and termination of membership of all members and shall effect changes or amendments to the register in accordance with these clauses.

(b) A register of members will be held in the ACT and made available for inspection at reasonable times or at such times as are specified for the purpose in the rules of the association in accordance with Section 67 of the Act.

6. Fees and Subscriptions

(a) There shall be an annual general membership fee which shall be determined at each Annual General Meeting and shall become payable within ninety (90) days after the date of the Annual General Meeting.

(b) Any member not paying their annual membership fee within three (3) months of receiving a 1st and final reminder notice shall be deemed unfinancial and no longer entitled to membership.

(c) In the case of honorary membership the executive shall have the power to extend membership by invitation to any person it deems worthy of membership and may by majority vote appoint such a person to be honorary member and such a person shall be exempt from payment of subscriptions.

(d) Honorary and life members shall not be required to pay membership fees.

7. Members' Liabilities

Every member of the Association undertakes to contribute to the assets of the Association. In the event of the Association being wound up while she/he is a member and for one (1) year afterwards for payment of the debts and liabilities of the Association contracted before the time at which she/he ceases to be a member and the costs, charges and expenses of winding up and adjustment of the rights of contribution among themselves such amounts as they may be required not exceeding the ordinary membership fee at the time of dissolution of the Association and for adjustment of the rights of contribution among themselves such amount as they may be required not exceeding the ordinary membership fee.

8. Members' Rights of Appeal

Members have the right to appeal any decisions of the Executive. At least sixty (60) days before the meeting of the Executive, at which such resolution for expulsion is moved such a member shall have had notice thereof and of the intended resolution of expulsion and shall have had an opportunity of attending the meeting, or of giving any explanation or defense as the member may desire either orally or in writing.

SECTION III

Governance of the Association

1. The Executive Committee

There shall be a Chairperson, a Deputy Chairperson and an Executive Officer as office bearers of the Association. The Executive shall meet for the transaction of business at such time and place as it may determine or as the Chairperson may direct but so that it shall meet at least once every twelve (12) months. No business shall be transacted at a meeting unless a quorum of the members of the Executive is present. Seven (7) members shall constitute a quorum and the quorum must include the Chairperson or the Deputy Chairperson.

2. Appointment of the Executive Committee

(a) Once every two (2) years a person appointed by the Executive who is not nominated or eligible shall conduct an election for the positions on the executive committee and shall before 1st May in the year of the election call for nominations for these positions.

- (b) Nominations shall be in writing and in the hands of the person appointed by the Executive by 30th May in the year of the election.
- (c) The nominee must be an ordinary financial member of the Association and shall in writing consent to the nomination.
- (d) Each nomination shall be signed by the proposer and seconder who shall both be an ordinary financial member of the Association. A resume of the person nominated needs to accompany the nomination.
- (e) In the event of there being more than one nomination per state or territory, the Executive Officer shall conduct a ballot at which all ordinary financial members of the Association may vote and which shall be completed by the 30th June in the year of the election.
- (f) The results of the ballot shall be recorded in the minutes of meeting of the Executive and upon such recording the Executive Officer shall destroy the ballot papers and such record shall be deemed sufficient evidence of the results of the election.
- (g) The members of executive committee, the Chairperson and the past chairperson, shall take office from the 1st January in the year immediately following the year of the election. In the case of the Chairperson shall serve a term of two (2) years and in the case of past Chairperson shall serve a term of one (1) year, in the case of members of the executive shall serve for a term of two (2) years. The Deputy Chairperson shall be elected from the members of the executive, by the executive.
- (h) At the end of said term of two (2) years the new committee members (including the chair) shall be eligible to nominate for one further term of two (2) years. The past chairperson must have at least one full term off the position of chair before they are eligible to re-nominate to the Executive (i.e. at least three years out of the position).
- (i) If a committee member, other than the chairperson, is re-elected then the committee member shall at the end of that further term retire from office and be ineligible for re-election until two (2) years have elapsed from the date of such retirement.
- (j) In the event of a vacancy due to the death or resignation of the Chairperson the executive shall convene a special meeting as soon as practicable and elect from the voting members of the executive a person to serve as chairperson and the person so elected shall be entitled in due course to serve as chairperson of the association according to the provisions of these clauses.
- (k) In the event of there being no nominations received for the position of chair, the existing chair will be asked by the Executive to maintain the position for one half term (i.e. one year) and nominations called for elections for a new chair for a short term of one year until the next normal election cycle for the chair position. In effect, the existing chair may be in this position for a maximum of five (5) years.
If that request is rejected the Executive shall convene a special meeting as soon as practicable and elect from the voting members of the Executive a person to serve as chairperson (as above) and the person so elected shall be entitled in due course to serve as chairperson of the association according to the provisions of these clauses.
- (l) In the event of there being a vacancy of an elected member of the Executive, the Executive may decide to invite a representative from that state or territory in an ex-officio capacity until the next election cycle for representatives on the Executive Committee.

3. Powers of the Executive Committee

The Executive Committee shall be empowered except as otherwise provided to make all or any decisions it deems necessary to further the objects of the Association provided that all decisions of policy shall be subject to subsequent ratification at the next Annual General Meeting of the Association.

The Executive shall be responsible for the management and control of the business and affairs of the Association and may exercise all powers and do all acts and things which the Association is authorised to do.

The Executive may for the purpose of carrying out the mission and objectives of the Association appoint subcommittees of such members of the Executive or Association as it may think fit and may delegate any of its power to such subcommittee. Any subcommittee so appointed shall in exercising the power so delegated to it, conform to the clauses and by-laws of the Association.

4. Duties of the Executive Committee

- (a) The Executive committee shall cause minutes of meeting(s) to be kept and to record
- i) all appointments of officers and servants of the Association;
 - ii) the names of all members of the Executive present at meetings of the Association and at all meetings of the Executive;
 - iii) all proceedings of the meetings of the Association and of the Executive; and shall cause all such minutes to be signed by the Chairperson of the meeting at which the proceedings took place or by the chairperson at the next succeeding meeting.

The Chairperson shall serve as the nursing representative for the COSA Council.

5. Disclosure of Member's Interest

Members of the Executive are obliged to disclose any potential conflicts of interests arising from their roles and responsibilities on the Executive in relation to other professional or personal activities or responsibilities.

6. Executive Officer

The Executive shall appoint an Executive Officer who shall undertake duties as directed by the Executive.

7. Banking and Finance

- (a) The Executive Officer acting as treasurer of the Association shall on behalf of the Association receive all moneys paid to the Association and after the receipt of any moneys issue official receipts.
- (b) The Executive shall cause to be opened with such bank as the Executive selects a banking account in the name of the Association into which all moneys received shall be paid by the Executive Officer as soon as possible after receipt thereof.
- (c) The Executive may receive from the Association's bank or bankers, cheques drawn by the Association on any of its accounts with the bank or bankers, and may release and indemnify the bank or bankers from and against all claims, actions, suits or demands that may be brought against the bank or bankers arising directly or indirectly out of those cheques or the surrender thereof to the Association.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by that or those persons whom the executive committee shall appoint from time to time.
- (e) The financial year shall be 1 July to 30 June.

8. Public Officer

- (a) The Executive shall appoint a person resident in the Australian Capital Territory to be the Public Officer of the association for the purposes of the Associations' Incorporation Act, 1991.
- (b) Should that office at any time become vacant the Executive shall within fourteen (14) days after the said office becoming vacant appoint another person to fill the vacancy.
- (c) The Public Officer shall within fourteen (14) days of appointment give notice of appointment and personal details (name and address) as required by law to the Registrar of Associations for the Australian Capital Territory.
- (d) The Public Officer shall be responsible for maintaining the Register of members in the ACT in accordance with section I clause 6(b) and Section 67 of the Act.

9. Auditor

- (a) At each Annual General Meeting of the Association the members present shall appoint a person who is not a member or the Public Officer of the Association to be the auditor of the Association.
- (b) A person so appointed shall hold office until the Annual General Meeting next after that which initial appointment is granted and shall be eligible for re-appointment.
- (c) The first auditor of the Association may be appointed by the Executive 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.
- (d) If an appointment is not made at an Annual General Meeting the Executive shall appoint an auditor of the Association for the then current financial year of the Association.
- (e) If a casual vacancy occurs in the office of auditor during the course of a financial year of the Association the Executive may appoint a person as the auditor and the person so appointed shall hold office until the next succeeding Annual General Meeting.

10. Audit of Accounts

- (a) At least once each financial year the accounts of the Association shall be examined by the appointed auditor.
- (b) The auditor shall certify as to the correctness of the accounts of the Association and shall report thereon to the members at the Annual General Meeting.
- (c) In said report the auditor shall state:
 - i) Whether information required to perform the audit has been obtained;
 - ii) Whether in the auditors opinion the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Association according to the information available and the explanations given and as shown by the books of the Association; and
 - iii) Whether the clauses relating to the administration of the funds of the association have been observed.
- (d) The audit referred to in this sub-clause (a) hereof shall be prepared as soon as practicable after the close of the financial year in each year and shall be in a form suitable for presentation and publication in the annual report of the Association.
- (e) The Public Officer of the Association shall cause to be delivered to the auditor a list of all the accounts, books and records of the Association.
- (f) The auditor:
 - i) has a right of access to the accounts, books, records, vouchers and documents of the Association;
 - ii) may require from the servants of the Association such information and explanation as may be necessary for the performance of all duties as auditor;
 - iii) may employ persons to assist in investigating the accounts of the Association; and
 - iv) may in relation to the accounts of the Association examine any member of the Executive Committee or any servant of the Association.
- (g) Copies of the annual report shall be furnished *inter alia* to members of the Association.

11. Service of Notices

- (a) At least twenty-one (21) days written notice of the Annual General Meeting and of other extraordinary general meetings shall be given to all members entitled to receive notice thereof.

- (b) For the purpose of calculation of the day's notice the day on which notice was served or deemed to be served, and the day for which notice is given shall be excluded.
- (c) A notice of a meeting shall specify the day, the hour and the place of the meeting and in the case of an extraordinary general meeting, the general nature of the business of the meeting.
- (d) The accidental omission to give notice of a meeting to or the non receipt of a notice of meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

SECTION IV

General Meetings

1. Meetings and Quorum

- (a) No business shall be transacted at any general meeting unless a quorum of members is present and unless otherwise provided by these clauses the quorum shall be thirty (30) financial ordinary members which numbers shall include at least half (50%) of the voting members of the Executive.
- (b) The Chairperson shall preside at every meeting of the Association PROVIDED THAT, if there is no Chairperson, or if the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is present but unwilling to act, the Deputy Chairperson shall preside over the meeting and in the absence of the Chairperson and the Deputy Chairperson one of their number ~~to~~ shall be chairperson of the meeting.
- (c) At any general meeting a resolution shall be decided by a show of hands. A declaration by the Chairperson (acting chairperson) that a resolution has by a show of hands been carried or carried unanimously or carried by a particular majority or not carried by a particular majority an entry to that effect in the minutes of the meeting of the Association shall be conclusive evidence of the fact and no details of the number or proportion of votes need be recorded.
- (d) The Chairperson (acting chairperson) may with the consent of the meeting if a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place but no other business shall be transacted at any adjourned meeting that left unfinished when the original meeting was adjourned.
- (e) If a meeting is adjourned for a period of forty two (42) days or more notice in accordance with Section III, clause eleven (11) points (a) - (d) hereof shall be given to every member entitled to receive notice thereof.

2. Voting and Decisions

- (a) A member may vote in person; or by proxy, providing that they are an ordinary financial member. The instrument to appoint a proxy will be in writing under the hand of the appointer. Each instrument appointing a proxy shall be attested by at least one (1) witness. (Schedule two)
- (b) Every ordinary financial member present may have one vote;
- (c) In the case of an equality of votes in a show of hands the chairperson of the meeting shall be entitled to a second or casting vote;
- (d) No members shall be entitled to vote at any general meeting if that member's annual subscription payable pursuant to clause 22 hereof shall be more than six (6) months in arrears at the date of the meeting.

3. Holding of Annual General Meeting

The association shall meet at least once each year at an Annual General Meeting at a time and place to be determined by the Executive Committee.

4. Business of Annual General Meeting

The business of the Annual General Meeting shall be:

- a) to receive and consider the report of the Executive
- b) to receive and consider the accounts of the Association for the past year;
- c) to receive the report of the results of election of members of the executive committee;
- d) to appoint an auditor or auditors and fix the remuneration of such auditor(s);
- e) to endorse the admission of members to the association as proposed by the Executive;
- f) to transact all such other business as is required by the clauses of the Association to be transacted at an ordinary meeting;
- g) to consider any other business; written notice of which has been given by a member to the Executive Officer at least six (6) days (the day of the giving of the notice and the day of the meeting exclusive) before the date of the meeting;
- h) to attend any other general business.

5. Extra Ordinary Meetings

- (a) Any general meetings other than the Annual General Meeting are extraordinary meetings;
- (b) the Executive Committee or the chairperson may convene an extraordinary general meeting whenever it is deemed fit to do so;
- (c) the Executive shall convene an extraordinary general meeting upon the requisition of any thirty (30) members. Such requisition shall state the specific nature of the business of the meeting and be signed by all of the requisitioners and be

deposited with the executive officer of the Association. Within twenty-one (21) days of receipt of the notice the Executive shall give notice of an extraordinary general meeting and such meeting shall take place within sixty (60) days from the day on which the requisition was received by the Executive Officer.

6. Seal of Association

- (a) The seal of the Association shall be in the form of a rubber stamp inscribed with the name of the Association encircling the word "seal".
- (b) The seal of the Association shall not be affixed to any instrument except by the authority of the Executive and the affixing thereof shall be attested by the signatures either of two (2) members of the Executive or one office bearer and the Public Officer of the Association or such other person as the executive committee may appoint for that purpose and that attestation that the seal was affixed by authority of the Executive is sufficient for all purposes.
- (c) The seal shall remain in the custody of the Executive Officer.

7. Winding Up

- (a) Every member of the Association undertakes to contribute to the assets of the Association. In the event of the Association being wound up while she/he is a member and for one (1) year afterwards for payment of the debts and liabilities of the Association contracted before the time at which she/he ceases to be a member and the costs, charges and expenses of winding up and for adjustment of the rights of contribution among themselves such amount as they may be required not exceeding the ordinary membership fee.
- (b) If upon winding up or dissolution of the funds there remains, after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the fund, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on this fund under or by virtue of clause 4 (four) and no such transfer shall be made except to a fund, authority or institution referred to in paragraph 78(1)(a) of the income tax assessment act or for the purposes (if any) referred to in that section.

8. By-Laws

- (a) The Executive shall have power to make by-laws not inconsistent with these clauses for the purpose of carrying out the objects of the Association and conducting the business and managing the affairs of the Association and such by-laws shall be binding on the members of the association as if they formed part of these clauses PROVIDED THAT any by-law may be rescinded or amended by resolution of the Executive.
- (b) The Executive shall adopt such means as it deems necessary and sufficient to bring to the attention of the members of the Association the by-laws of the Association from time to time.

9. Alteration of Clauses

- (a) The association may revoke, amend, vary or add to these clauses by resolution to be passed by a majority of three quarters of all members present at a properly constituted meeting who have the power to vote.
- (b) No such revocation, amendment, variation or addition shall be valid unless written notice of the intended variation or addition and the time and place of the meeting is given to each member at least sixty (60) days before that meeting.

SECTION V

Regional Groups & Special Interest Groups

1. Regional Groups of the Association

- (a) Provided that the Executive has determined an effective base for meeting the objectives of the Association, a regional group shall be formed with maximal local involvement, in accordance with the clauses of the Association.
- (b) Membership of regional groups shall consist of ordinary members.
- (c) Each ordinary member who is a member of a group shall be entitled to attend and vote at meetings and participate in election procedures of the group.
- (d) Regional groups must comply with all CNSA policies and procedures.

2. Special Interest Groups of the Association

- (a) The Association shall contain such special interest groups at the national level as determined by the Executive from time to time in accordance with the clauses of Association.
- (b) Each ordinary member shall be eligible to become a member of one or if desired two special interest groups and shall make application for membership of the appropriate group or groups.
- (c) Each special interest group, at a duly convened meeting, may determine the conditions of membership of that group PROVIDED THAT such determination shall be subsequently ratified by executive and all such decisions shall be reported at the Annual General Meeting of the Association which may revoke a decision of the Executive should it so desire.
- (d) Each ordinary member who is a member of a group shall be entitled to attend and vote at meetings and participate in election procedures of the group.
- (e) If the registered membership of any group falls below ten percent of ordinary members, the Executive may disband the group.

- (f) A new group may be formed, subject to the approval of Executive, on the proposal of at least ten percent of ordinary members.
- (g) Special interest groups must comply with all CNSA policies and procedures

SCHEDULE ONE

Membership definitions

Ordinary

A person is eligible for ordinary membership if they are eligible for registration as a nurse with an Australian nurse regulatory authority i.e. Registered Nurse, Enrolled Nurse or such terminology given to these positions, *maintaining interest in cancer care and control* **and** an associate or ordinary member of the Clinical Oncological Society of Australia (COSA). Such members are eligible to hold office and vote.

Corporate

An organisation, institution or agency involved in cancer related activities, but not fulfilling the criteria for ordinary/associate membership but interested in a mutually beneficial relationships with the association as defined by the CNSA executive, may be a member without the eligibility to hold office or vote.

Honorary or Life

A person selected by unanimous approval of the Executive for their distinguished contribution to cancer nursing or cancer care. Such a member will have no voting rights.

Overseas

A person being an ordinary or associate member of the CNSA living overseas without the eligibility to hold office or vote.

SCHEDULE TWO

Cancer Nurses Society of Australia, Inc.

Form of general / special * proxy vote

*(*delete whichever is not applicable)*

I, _____ being a member of the Cancer Nurses Society of Australia, do hereby appoint _____ of _____

as my proxy to vote for me and on my behalf at the meeting being held on the _____ day of _____ and at any adjournment thereof.
(Month and Year)

As my witness my hand this _____ day of _____
(Month and Year)

Signed by the said _____

In the presence of _____
(CNSA Ordinary Member)

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The advice and support of the following people in the preparation of this document is also gratefully acknowledged:

- . Janet Anthes (Solicitor, Milicevic Solicitors)
- . Lawrie Wright (Executive Officer, Clinical Oncological Society of Australia)

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