



COCKBURN TOY LIBRARY INCORPORATED

Rules of Cockburn Toy Library Incorporated

Approved at Special General Meeting
18 April 2021

1. NAME

The name of the incorporated association shall be Cockburn Toy Library Incorporated and hereinafter referred to as '**Toy Library**'.

2. OBJECTS OF THE TOY LIBRARY

- a. To establish and maintain a not-for-profit Toy Library
- b. To help enrich daily play environments by providing for a wide range of toys.
- c. To obtain, process, maintain and lend a range of toys and games and other educational aids.
- d. To provide an information service to members and others on usage and suitability of toys.
- e. To provide equity of access to the **Toy Library** primarily for all residents of the City of Cockburn.
- f. The income and property of the **Toy Library** shall be applied solely to the promotion of its objectives and no part thereof shall be paid, transferred or otherwise distributed directly or indirectly by way of bonus or otherwise by way of pecuniary profit to the members of the **Toy Library** provided that remuneration may be paid in good faith to members of the **Toy Library** or other persons in return for services actually rendered to any expenses incurred on behalf of the **Toy Library**

3. TERMS USED

- a. **Annual General Meeting** means the **Annual General Meeting** where all members are entitled to receive notice of and to attend convened in accordance with clause 13;
- b. **Associate Member** means a member who does not have full voting rights of the Association;
- c. **Committee** means the Management Committee of the Association;
- d. **Committee Meeting** means a meeting of the **Committee**;
- e. **Committee Member** means a member of the **Committee**;
- f. **Member** means a person who is an **Ordinary Member** or an **Associate Member** of the Association;
- g. **Ordinary Member** means a member who has full voting rights of the Association;
- h. **President** means the **Committee Member** holding office as **President** of the Association;
- i. **Rules** means these rules of the Association, as in force for the time being;
- j. **Special General Meeting** means a general meeting of the Association other than the **Annual General Meeting** convened in accordance with clause 14 ;
- k. **Special Resolution** means a resolution passed by the members at an **Annual General Meeting** or **Special General Meeting** in accordance with section 51 of the *Association Incorporation Act 2015* (WA).

4. POWERS

- a. To purchase, take on, lease, take in exchange, have or otherwise acquire any real or personal property of any rights or privileges which the **Toy Library** may think necessary or convenient.
- b. To sell, exchange, lease, mortgage, have, dispose of, turn to account or otherwise deal with all or part of the real and personal property of the Toy Library.
- c. A payment to a member out of the funds of the Association is authorised if it is:
 1. the payment in good faith to a member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business, or
 2. the payment or reasonable rent to the member for premises leased by the member to the Association, or
 3. the reimbursement or reasonable expenses properly incurred by the member on behalf of the Association.

5. COMMON SEAL OF ASSOCIATION

- a. The Association may have a common seal on which its corporate name appears in legible characters.
- b. If the Association has a common seal it must not be used without the express authority of the **Committee** and every use of that common seal must be recorded in the minutes and/or the records file referred to in rule 11.
- c. The affixing of the common seal of the Association must be witnessed by any two of the President, the Secretary and the Treasurer.
- d. The common seal of the Association must be kept in the custody of the Secretary or of such other person as the **Committee** from time to time decides.

6. QUALIFICATION FOR MEMBERSHIP

- a. Membership of the **Toy Library** is open to:
 1. Those who have agreed to accept the above objectives and paid the prescribed membership fee in accordance with these **Rules**.
 2. Those who have undertaken to abide by, observe and fulfil the terms, conditions and rules established by the **Committee** of the Cockburn Toy Library
 3. Preference will be given by the **Committee** to residents of the City of Cockburn
- b. Membership commences on the payment of the prescribed membership fee.
- c. Membership may be suspended by the **Committee** or at an **Annual General Meeting** or **Special General Meeting** by not less than 75% majority at a **Committee Meeting, Annual General Meeting** or **Special General Meeting**
- d. Any suspended **Member** may on not less than 2 weeks written notice require the suspension to be reconsidered at a subsequent **Special General Meeting**. It is up to the discretion of the **Committee** to decide upon renewal of a suspended member in the next year.
- e. Membership shall cease on notification of:
 1. Resignation
 2. Failure to renew membership within one month of expiry
 3. Failure to comply with 6a 1 and 2.
- f. The **Committee** reserves the right to refuse to refund membership fees upon resignation and failure to comply with 6a 1 and 2.
- g. The **Committee** may from time to time establish different categories of **Ordinary Members** and **Associate Members** including the fee which applies to each category.

7. TYPES OF MEMBERSHIP

- a. The **Toy Library** consists of **Ordinary Members** and any **Associate Members**.
- b. An **Ordinary Member** has full voting rights and any other rights conferred on **Members** by these **Rules** or approved by resolution at an **Annual General Meeting, Special General Meeting** or determined by the **Committee**.
- c. The Secretary is responsible for keeping a record/register of all members of the **Toy Library** and this record shall include the type of **Member**.

8. MANAGEMENT

- a. Management of the **Toy Library** shall be vested in the **Committee** which shall be not less than 5 Members or more than 15 Members. The **Committee** has power to co-opt members for specific tasks and to fill casual vacancies.

- b. Office bearers of the **Toy Library** shall be **President**, Secretary and Treasurer. They shall be elected by the members at the **Annual General Meeting** prior to the election of the remainder of the **Committee** members. Each position will be for a term of one year. After this period they will then be eligible for re-election.
- c. The **Committee** shall meet as often as required to conduct the business of the **Toy Library** and not less than 4 times in each calendar year.
- d. The **Committee** may call a **Special General Meeting** to fill any vacancy on the **Committee**, the members elected retaining office until the following **Annual General Meeting**.
- e. The procedure of **Committee Meetings** shall be decided by the members of the **Committee**.
- f. Where a **Committee Member** has a conflict of interest about a matter (for example a contract or a payment), the Toy Library manages the conflict of interest by requiring the **Committee Members** to explain their interest and by not allowing them to be involved in any discussions or decisions about the matter.
- g. The **Committee** may appoint subcommittees composed of members not necessarily from the members of the **Committee**. Each such sub-committee appointed shall keep minutes of its proceedings and report to the **Committee** as required. All sub-committees to be advisory to the **Committee**.
- h. Vacancies on the **Committee** will occur if a **Committee Member** resigns by notice in writing or ceases to be a **Member** of the **Toy Library**.
- i. Individual elected **Committee Members** may be reimbursed for legitimate expenses via resolution of the **Committee**.
- j. The **Committee** may from time to time establish, change and revoke rules relating to toy borrowing.

9. PRESIDENT

- a. The **President** will consult with the Secretary regarding the business to be conducted at each **Committee Meeting** and **Annual General Meeting**.
- b. The **President** has the powers and duties relating to convening and presiding at **Committee Meetings** and presiding at **Annual General Meetings**.
- c. The **President** has responsibility for the overall management of the **Toy Library**.

10. SECRETARY

The Secretary has the following duties:-

- a. Dealing with the **Toy Library's** correspondence;
- b. Consulting with the **President** regarding the business to be conducted at each **Committee Meeting** and **Annual General Meeting**.
- c. Preparing the agenda required for meeting and for the business to be conducted at meetings.
- d. Maintaining on behalf of the **Toy Library** the register of all **Members** and **Committee Members**.
- e. Ensuring safe custody of the records of the business of the **Toy Library** other than the financial records, financial statements and reports.
- f. Maintaining full and accurate minutes of **Committee Meetings**, **Annual General Meetings** and **Special General Meetings**.
- g. **Members** may request to view the records of the **Toy Library** at any time. The **Committee** may charge a reasonable fee for this service.

11. TREASURER

The Treasurer has the following duties:-

- a. Ensuring that any amounts payable to the **Toy Library** are collected and issuing receipts for those amount.
- b. Ensuring that any amounts paid to the **Toy Library** are credited to the appropriate account.
- c. Ensuring that any payments to be made by the **Toy Library** are made on time
- d. Ensuring the safe custody of the **Toy Library's** financial records, financial statements and financial reports.
- e. Providing a report on the **Toy Library's** financial position at the **Annual General Meeting**.
- f. Carry out any other duties required by the **Committee** or these **Rules**.

12. MEETINGS

- a. Notice of a **Committee Meeting** must be given to each **Committee Member** at least 48 hours before the time of the meeting and must advise the date, time and place and include the Agenda for the meeting.
- b. A quorum for **Committee Meetings** is any four **Committee Members**.
- c. Minutes of **Committee Meeting** must be taken and kept as a record of each meeting and the business of the **Toy Library** and must list all **Committee Members** present, apologies received, the business considered at the meeting and any motions taken.
- d. These minutes must be reviewed and signed by the **President**
- e. The Committee may at any time convene a **Special General Meeting**;
- f. The **Committee** must convene the **Annual General Meeting** each year at such time and place as the **Committee** shall determine.

13. ANNUAL GENERAL MEETING

- a. **Members** will be given at least 21 days notice of an **Annual General Meeting** if a Special Resolution is to be proposed at the meeting, or 14 days notice of an **Annual General Meeting** in any other case.
- b. The notice to **Members** must specify the date, time and place of the meeting and be accompanied by an agenda which should indicate the business to be considered at the meeting.
- c. If a **Special Resolution** is proposed, the wording of the proposed resolution should state the intention of the proposed resolution.
- d. The **President** must preside as chairperson of each **Annual General Meeting**
- e. The Business of the **Annual General Meeting** shall include:
 1. Confirming the minutes of the previous **Annual General Meeting**.
 2. Receiving the Office Bearers' Reports.
 3. Electing the office holders and **Committee Members** of the **Toy Library**
 4. Considering any proposed alteration to the **Rules/Constitution** as provided in Clause 16 and 18.
 5. Any other business of which notice has been given.
- f. **Members** shall each be entitled to one vote at any **Annual General Meeting**. Proxy Votes will be accepted, provided the grant of proxy has been notified in writing to the chairperson prior to the commencement of the **Annual General Meeting**
- g. A quorum at any **Annual General Meeting** shall be 5 members.
- h. If at any **Annual General Meeting** there is no quorum within 30 minutes of the time appointed for the meeting, then the majority of members present will adjourn the meeting for a period not exceeding twenty one (21) days.
- i. The Secretary, or a person authorised by the **Committee** must take and keep minutes of each **Annual General Meeting**.
- j. The Minutes must record the business of the meeting and any resolutions on which a vote is taken; the names of ordinary members attending; and the financial statements/report presented at the meeting.
- k. The Minutes of the **Annual General Meeting** must be reviewed and signed by the **President**.
- l. If all the above are not observed, any member may call a **Special General Meeting** for dissolution of the **Toy Library**.

14. SPECIAL GENERAL MEETING

- a. The **Committee** may at any time call a **Special General Meeting**
- b. The **Committee** must within 60 days of receiving a request in writing to do so from not less than 20% of **Members**, convene a **Special General Meeting** for the purpose specified in that request.
- c. **Members** will be given at least 21 days notice of a **Special General Meeting** if a **Special Resolution** is to be proposed at the meeting, or 14 days notice of a **Special General meeting** in any other case.
- d. The notice to members must specify the date, time and place of the meeting and be accompanied by an agenda which should indicate the business to be considered at the meeting. No other business shall be conducted outside this agenda at the **Special General Meeting**.
- e. If a **Special Resolution** is proposed, the wording of the proposed resolution should state the intention of the proposed resolution.
- f. The **President** must preside as chairperson of each **Special General Meeting** unless the request by **Members** to convene a **Special General Meeting** also requests that the **President** not chair the **Special General Meeting**. In which case the **Committee** will appoint an alternative chairperson for the **Special General Meeting**. The alternative chairperson does not need to be a member of the **Committee** or a **Member** of the **Toy Library**.

- g. **Members** shall each be entitled to one vote at any **Special General Meeting**. Proxy votes will be accepted, provided the grant of proxy has been notified in writing to the chairperson prior to the commencement of the **Special General Meeting**
- h. A quorum at any **Special General Meeting** shall be 10 members.
- i. If at any **Special General Meeting** there is no quorum within 30 minutes of the time appointed for the meeting, then the majority of members present will adjourn the meeting for a period not exceeding twenty one (21) days.
- j. The Secretary, or a person authorised by the **Committee** must take and keep minutes of **each Special General Meeting**.
- k. The Minutes must record the business of the meeting and any resolutions on which a vote is taken as well as the names of ordinary members attending.
- l. The Minutes of the **Special General Meeting** must be reviewed and signed by the **President**, and if the **President** does not chair the **Special General Meeting** the chairperson of such meeting.

15. FINANCE

- a. The funds of the **Toy Library** may be derived from fees, subscriptions, donations, fund-raising activities, grants, interest and any other sources approved by the **Committee**.
- b. All money received by the Treasurer shall be deposited promptly in a bank account approved by the **Committee**
- c. The Treasurer shall cause true accounts to be kept of all money received and expended and shall submit a financial report to each **Committee Meeting**.
- d. Payments by the **Committee** from the Toy Buyer Card Account for purchases are subject to clause 15(e) below. All other payments and accounts authorised by the **Committee** must be made or paid by cheque or EFT transaction and all such transactions must be signed/authorised by the Treasurer and at least one other **Committee Member** who have been appointed by the **Committee**.
- e. The **Toy Library** shall operate a second bank account (Toy Buyer Card Account) for the use of the Toy Buyer and other **Committee Members** as approved by the **Committee**. The account shall have a maximum balance cap of \$500 and the Toy Buyer and other **Committee Members** as approved by the **Committee** shall be approved to make individual purchases from this account up to the maximum value in the account on their own authority.
- f. The financial year of the Toy Library begins on 1st day of July of every year and ends on 30th day of June of the next year.

16. RULES.

The **Committee** may make such Rules as it considers necessary and expedient for the purpose of giving effect to the **Rules/Constitution** or carrying out the power and functions and duties of the **Toy Library** under these **Rules** but such rules shall be subject to ratification at the next **Annual General Meeting** or a **Special General Meeting**. These **Rules** should be written and available to all members.

17. INSURANCE

The **Committee** shall effect such insurance as are deemed necessary by the **Committee**. The City of Cockburn will be responsible for building insurance. Toy Libraries Australia will be responsible for contents insurance and public liability.

18. ALTERATIONS TO THE RULES/CONSTITUTION

- a. No new clause shall be added nor shall any of the clauses contained herein be amended, altered or rescinded unless by a **Special Resolution** and passed by a majority of 75% of members present and eligible to vote at an **Annual General Meeting** or **Special General Meeting**.
- b. At least twenty one (21) days' notice shall be given to the Secretary of any proposal to alter the **Rules/Constitution** and notice of such proposed shall be included in a notice convening the meeting at which the proposal is to be considered.

19. DISPUTES.

- a. Disputes may occur between **Members** or between one or more **Members** and the **Toy Library**.

- b. The **Committee** will convene a meeting and will endeavour to resolve all such disputes.
- c. If the **Committee** generally is not able to resolve the dispute then the **President** will be appointed as Mediator.
- d. In the event that the **President** is party to any dispute, then Toy Libraries Australia will be requested to appoint an independent Mediator.
- e. The Mediator in consultation with the parties involved shall determine the procedure for mediation.

20. DISSOLUTION

- a. The **Toy Library** may be wound up voluntarily if the **Toy Library** is solvent and resolves by **Special Resolution** at an **Annual General Meeting** or **Special General Meeting** by a 75% majority of members present
- b. The notice convening such meeting shall state that the dissolution of the **Toy Library** is to be proposed.
- c. If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same must not be paid to or distributed among the members or former members. The surplus property must be given or transferred to another Association Incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.