CONSTITUTION OF

THE NANNUP MUSIC CLUB INCORPORATED

Revised 8th September 2026

THE NANNUP MUSIC CLUB INCORPORATED CONSTITUTION

1 Name

The name of the Association shall be **The Nannup Music Club Incorporated,** herein referred to as "The Club" incorporated pursuant to the *Associations Incorporation Act (WA) 2015* ("the Act").

2 Purposes

The Club is dedicated to promoting traditional, contemporary and multicultural music, dance and related performing arts, with particular emphasis on the involvement of families.

3 Our Values

The Club is guided by its Value Statement set out in the Annexure comprising:

(i) THE LAND.
(ii) THE COMMUNITY.
(iii) EMERGING & INDIGENOUS ARTISTS.
(iv) MENTAL & SEXUAL HEALTH.
(v) ENVIRONMENTAL AWARENESS.
(vi) FAMILY.

4 Objectives

(i) The objectives of the Club are:

a. To organise and conduct an annual festival, in order to encourage, showcase and support music, dance, and creative arts.
b. To facilitate cross-cultural exchanges and interchange between members of Australia's various communities, between groups of different ages and between city and country communities.
c. To organise and conduct such other festivals, concerts, displays, dances or other functions as the Club may from time to time determine.
d. Where possible, to support any incorporated body or music organisation that may from time to time be established to liaise with or make representation to any Government or other body in the pursuit of the objectives set out above.
e. To affiliate with and assist other bodies throughout Australia with similar objectives.

(ii) The property and income of the Club shall be applied solely towards the promotion of the objectives of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of these objectives. A payment to a member out of the funds of the Club is authorised if it is —

a. the payment in good faith to the member as reasonable remuneration for any services provided to the Club, or for goods supplied to the Club, in the ordinary course of business; or
b. the payment of interest, on money borrowed by the Club from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
c. the payment of reasonable rent to the member for premises leased by the member to the Club; or
d. the reimbursement of reasonable expenses properly incurred by the member on behalf of the Club.

5 Powers of the Club

In the carrying out of its objectives, the Club shall have the following powers:

- **a.** To enter into any arrangement or agreement, commercial or otherwise, with any corporation, person or firm that may seem conducive to the carrying out of the objectives of the Club or of benefit to the Club directly or indirectly.
- **b.** To delegate all or any of its powers to any Committee appointed by the Club or to any sub-Committee thereof.
- **c.** To employ such persons at such remuneration and for such periods and on such terms and conditions (and with power to terminate such employment) as may be deemed expedient.
- **d.** To establish a charitable foundation.
- **e.** To do other things which are conducive or incidental to the attainment of the objectives.

6 Membership of the Club

- **a.** Ordinary Membership (Membership) is open to all interested persons over the age of eighteen who are accepted by the Committee as Members.
- **b.** Application for Membership shall be made in the form determined from time to time by the Committee. At the next Committee meeting following receipt of the application the Committee shall either accept or reject the application. Membership rejections will be advised in the form of a written letter to the applicant within five (5) days of the meeting at which the application is determined. The approval of Membership may be contingent on the immediate payment of the annual subscription.
- **c.** A Member may resign from the Club at any time by giving notice in writing to the Secretary.
- **d.** Membership fees may be determined by the Committee to be paid annually by each member, otherwise membership continues from year to year subject to clauses **6c**, **7a** and **7b**.
- **e.** Life Membership may be awarded by the Committee as it sees fit. Life Members shall have the same rights as Ordinary Members.

7 Termination of Membership of the Club

- **a.** Any Member who is three months in arrears in the payment of any subscription or call due shall cease to be a Member.
- **b.** If the Committee considers that the conduct of any member is detrimental to the best interests of the Club, it shall give the member at least fourteen (14) days' notice of intention to expel and shall provide the member with an opportunity to give an explanation prior to such expulsion.
- **c.** Where the Committee passes a resolution under clause **7b,** the Secretary shall, as soon as practicable, cause to be served on the member a notice in writing;
  - I. setting out the resolution of the Committee and the grounds on which it is based.
  - II. informing the member that he/she, with the support of three other members, may lodge a written notice to the effect that he/she wishes to appeal against the expulsion to the Club at a Special General Meeting.
- **d.** Where the Secretary receives a notice under sub-clause **7c**, he/she shall notify the Committee and the Committee shall convene a Special General Meeting of the Club to be held within twenty-one (21) days after the date on which the Secretary received the notice.
- **e.** At a Special General Meeting convened under sub-clause **7d**
  - I. no other business other than the question of the appeal shall be transacted.
  - II. the Committee may place before the meeting details of the grounds for the expulsion.

III. the member shall be given an opportunity to be heard.
IV. the members present shall vote by secret ballot on the question of the expulsion.
V. if two thirds of the members vote in person or by proxy in favour of confirming the expulsion, the expulsion is confirmed.
VI. in any other case, the expulsion is revoked.

8 Management Committee

a. The affairs of the Club shall be managed by a Management Committee consisting of the Chair, Vice Chair, Secretary, Treasurer (the Officers), Portfolio Holders and up to four (4) other members. Employed staff may be invited to participate in Management Committee meetings ex-officio.

b. The Management Committee may determine the title and number of Officers and Portfolio Holders from time to time.

c. All Management Committee members shall be Ordinary Members eligible under the Act subject to election at each Annual General Meeting. Existing Management Committee members are eligible for re-election for a subsequent year.

d. Two members, in addition to the nominee, must sign nominations for a position on the Management Committee.

e. At the first meeting of the Management Committee following the Annual General Meeting, the Officers shall be appointed from within the Management Committee.

f. If a Management Committee position becomes vacant at any time the Management Committee may appoint a person to fill that vacant position until the next Annual General Meeting.

g. The Management Committee shall have the power to invite any member to attend its meetings. Any person so invited shall be able to join in discussions but shall not have the right to vote.

h. The Management Committee may delegate (subject to such conditions as it sees fit) any of its powers to Sub Committees. Sub Committee membership, and any regulations for their activity, shall be decided by the Management Committee. The Chair shall be entitled to attend any Sub Committee meeting as a member of that Sub Committee.

i. Motions arising at any Management Committee Meeting shall be decided by a majority of those present. The Chair may have one vote at its discretion.

j. The quorum for Management Committee meetings will be six (6). The Management Committee will decide the quorum for any Sub Committee when one is formed.

k. There will be a minimum of six (6) Management Committee meetings a year.

l. The presence of a committee member at a Management Committee meeting need not be by attendance in person but may be by that committee member and each other committee member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.

m. A member who participates in a Management Committee meeting as allowed under clause (l) is taken to be present at the meeting and, if the member votes at the meeting, the member is taken to have voted in person.

9 Duties of the Officers

a. The Chair

The Chair shall preside at all meetings. When the Chair is not present the Vice Chair shall preside. If both Chair and Vice Chair are absent, those present shall elect a Chair from amongst their number for that meeting only.

b. Vice Chair

The Vice Chair shall work in a supportive role with the Management Committee.

c. Secretary

The Secretary shall cause to be kept a correct record of proceedings at all meetings and carry out such other duties as directed by the Management Committee. The Secretary shall on behalf of the Club keep and maintain a Register of Members in accordance with Section 53 of the Act.

d. Treasurer

The Treasurer shall be responsible for the accounting records of the Club and report to the Management Committee as required. The Treasurer shall also keep copies of all securities, books of account and financial documentation as directed.

10 General Meetings of the Members

a. Fourteen (14) days' notice must be given in writing to all members prior to the date set for the meeting.

b. Notice of motions shall be signed by the mover and lodged with the Secretary at least seven (7) days prior to the meeting.

c. The quorum for all General Meetings will be fifty percent (50%) of the members or ten (10) members whichever is least.

d. If a quorum is not present within half an hour of the time set down for a meeting to commence, the meeting shall be adjourned for seven (7) days and members not present shall be advised by the Secretary of the next time and place. The quorum at such an adjourned meeting shall be six (6) members.

e. Voting shall be by show of hands unless a poll is called for by the Chair or by any two (2) members when voting shall be by secret ballot.

11 Annual General Meetings

The Annual General Meeting of the Club shall be held in the first six months of each financial year.

Business conducted at the Annual General Meeting shall include:

a. Adoption of previous Minutes

b. Adoption of Reports

c. Election of the Management Committee.

d. Appointment of an auditor for the following year

e. Any other business of which notice has been given

12 Special General Meetings

a. The committee may convene a special general meeting.

b. The committee must convene a special general meeting if at least 20% of the members require a special general meeting to be convened.

c. The members requiring a special general meeting to be convened must –

(i) make the requirement by written notice given to the secretary; and

(ii) state in the notice the business to be considered at the meeting; and

(iii) each sign the notice.

13 Voting Rights at General Meetings

All members have the right to one vote on any motion. A member may appoint in writing another member to be the proxy of the appointing member, and to attend and vote on behalf of the appointing member at any General Meeting. Voting will be carried on a majority. In the event of an equal vote the Chair will have a second or casting vote.

14 Finances of the Club

a. Financial years shall begin on the first day of July and shall end on the last day of June.

b. The income earned and the property held by the Club from time to time shall be under the absolute control of the Management Committee and shall be applied solely towards the promotion of the objectives of the Club. No portion of the income or property will be paid, transferred or distributed directly or indirectly to Members by way of dividend,

bonus or otherwise by way of pecuniary profits. Nothing herein contained shall prevent the payment of any remuneration to any person employed by the Club or to any member thereof for any services actually rendered or value given to the Club.

c. Members shall not incur expenditure on behalf of the Club or use funds without the authority of the Management Committee.

d. All moneys received by a member of the Club or any other person on behalf of the Club shall be banked within seven (7) days of receipt in the account of the Club at a bank or financial institution approved by the Management Committee.

e. The Treasurer shall examine all accounts submitted for payment and recommend to the Management Committee those to be paid. Moneys shall only be withdrawn from such accounts on the authority of the Management Committee by cheques or withdrawal forms signed by at least two nominated signatories of the Association.

f. Auditing of the books shall be done annually within three months of the end of the financial year. The audited statement shall be presented at the Annual General Meeting. The auditor shall not be a member of the Club.

g. Should the Club secure Deductible Gift Fund status from the Australian Taxation Office:

I. The Club will establish and maintain a Gift Fund called 'NMC DGR Deposits'.
II. Money or property held in the Gift Fund will be used only for the principal Purpose of the Club.
III. All gifts and deductible contributions of money or property received by the Club will be credited to and held in the Gift Fund.
IV. The Gift Fund will not receive any other money or property.
V. In the event that the Club is wound up, or the endorsement (if any) of the Club as a Deductible Gift Recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, shall be transferred to a charity with a similar charitable purpose to which income tax-deductible gifts can be made.

15 Insurance

All festivals, concerts, lectures, workshops or meetings to which an invitation is made to members of the public and which are directly under the control of the Club shall be covered by a public liability and property loss and damage insurance policy and such other policies of insurance as the Management Committee shall deem necessary to arrange.

16 Documentation

a. The Club shall not use a Common Seal and the signature of the Festival Director, the Chair, or any other Management Committee member authorised by the Management Committee to sign a document on behalf of the Club shall be sufficient signature.

b. Upon giving a written request to the Secretary with at least fourteen (14) days' notice, any member may inspect the records, Register of Members, or other documents of the Club at the office premises of the Club, or at such other place as the Management Committee may determine from time to time. Records may not be removed for the purpose of inspection or copying, however copies may be provided to the member at cost.

17 Dissolution

a. The Club may be dissolved by the vote of seventy-five percent (75%) of the members present at an Annual General Meeting or a Special General Meeting convened for that purpose.

b. Notice of motion to dissolve the Club shall be lodged with the Secretary at least twenty-one (21) days prior to the date of such meeting.

c. All members shall be advised in writing by the Secretary of the intended motion to dissolve the Club at least fourteen (14) days prior to the date of such meeting.

d. If upon the winding up or dissolution of the Club, any property remains after satisfaction of the debts and liabilities of the Club and the cost of winding up, that property shall be distributed by the Management Committee to another Association incorporated under the Act, a not-for-profit Corporation or charity with similar objectives which is subject to similar rules forbidding the distribution of property to its members.

18 Alteration of the Constitution

a. Alteration of the Constitution may only take place at the Annual General Meeting or a Special General Meeting called for that purpose.

b. Written notice of motion of proposed alterations shall be forwarded to all members fourteen (14) days prior to the meeting.

c. A change must be supported by 75% of members who attend the meeting by person or by proxy.

d. A copy of this Constitution will be supplied to any Member who writes to the Secretary requesting a copy.

19 Casual vacancies in membership of Management Committee

A casual vacancy occurs in the office of a Management Committee member and that office becomes vacant if the Management Committee member-

a. dies;

b. resigns by notice in writing delivered to the Chair or, if the Management Committee member is the Chair, to the Vice-Chair and that resignation is accepted by resolution of the Management Committee;

c. is convicted of an offence under the Act;

d. is permanently incapacitated by mental or physical ill-health;

e. is absent from more than-

(i) 3 consecutive Management Committee meetings; or

(ii) 3 Management Committee meetings in the same financial year without tendering an apology to the person presiding at each of those Management Committee meetings;

of which meetings the member received notice, and the Management Committee has resolved to declare the office vacant;

f. if not a Portfolio Holder, ceases to be a member of the Club; or

g. is the subject of a resolution passed by a general meeting of members terminating his or her appointment as a Management Committee member.

20 Dispute Resolution

The procedure set out in this clause applies to disputes —

a. between members; or

b. between one or more members and the Club.

a. Parties to attempt to resolve dispute

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

b. How grievance procedure is started

(i) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 20a, any party to the dispute may start the grievance procedure by giving written notice to the Secretary of the parties to the dispute and the matters that are the subject of the dispute.

(ii) Within 28 days after the Secretary is given the notice, a Management Committee or Sub-Committee meeting must be convened to consider and determine the dispute.

(iii) The Secretary must give each party to the dispute written notice of the committee meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.

(iv) The notice given to each party to the dispute must state when and where the committee meeting is to be held; and that the party, or the party's representative, may attend the meeting and will be given a reasonable

opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute.

c. When dispute procedure not to be used

If —

(i) the dispute is between one or more members and the Club; and

(ii) any party to the dispute gives written notice to the Secretary stating that the party does not agree to the dispute being determined by the Management Committee

the Management Committee must not determine the dispute and the parties shall instead, at their option, employ alternative dispute procedures.

d. Determination of dispute by committee

(i) At the committee meeting at which a dispute is to be considered and determined, the committee must —

(a) give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute; and

(b) give due consideration to any submissions so made; and

(c) determine the dispute.

(ii) The committee must give each party to the dispute written notice of the committee's determination, and the reasons for the determination, within 7 days after the committee meeting at which the determination is made.

Annexure – Values Statement

Our Values

i) THE LAND.

Nannup is part of Noongar Boodjar lands, which extends from north of Jurien Bay, inland to north of Moora across and down to the southern coast east of Esperance and is home to 14 language groups. Nannup town is situated on the lands of the Bibbulmun people and the north side of the Blackwood river (Bilyar Goorbalbilyup) becomes Wardandi country. We love, honour and cherish this place and we trust that it will be respected and nurtured far into the future. We are of this land; therefore we are all responsible to honour and respect both the land and those who come from it. All of us – Together. We acknowledge the Traditional Owners of the land on which we meet and pay our respects to Elders past and present.

ii) COMMUNITY.

Our Festival brings together people of different ages and backgrounds and we love watching them connect, share and discover in our small-town setting in the Bush. We believe in and respect diversity; everyone is welcome at our Festival! We endeavour to support the local community and we're proud to play a big part of the economic and social viability of our beautiful region.

iii) EMERGING & INDIGENOUS ARTISTS.

Two major passions for the festival are the encouragement of and belief in emerging and indigenous artists. Our Festival has a strong connection with indigenous music and our Emerging Artist Award is a fantastic part of our event, offering growth and experience for the artists. We endeavour to grow with and nurture the wider evolving artistic community and we're proud to support its exposure.

iv) MENTAL & SEXUAL HEALTH.

Mental Health – in all its aspects: sexual, spiritual, emotional – has an impact on our daily lives. Let's talk about it! We always include mental and sexual health workshops in our program in order to create a safe space for people to talk about it, share their experiences and realise they're not alone. Together we can strengthen each other and dissolve some of the stigmas that hold us back.

v) ENVIRONMENTAL AWARENESS.

We are committed to continuing our efforts to reduce the environmental impact of our festival; our aim is to take a few green steps further every year and to eventually put the Nannup Music Festival at the forefront of environmentally friendly event management. We also include sustainability and environmental awareness workshops in our program in the hope of affecting attitudes and behaviours in the community, whilst together learning more.

vi) FAMILY.

Our venues and activities allow families to participate in all aspects of the festival. Part of the beauty of our event is the fact that young people feel safe and welcome to immerse in and share experiences throughout the Festival site; our little Festival-goers can also enjoy our free 'Playground' venue, filled with special activities just for them.