



**MELBOURNE COMMUNITY TELEVISION
CONSORTIUM LIMITED**

ACN 104 562 076

CONSTITUTION

As last amended 5 March 2009

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STATEMENT OF PURPOSES

The purposes and objects of the Consortium are to:

1. Encourage community based participation and training in the production and transmission of television programs and for the encouragement of art, sport, music, and culture sourced from and directed to community groups within the wider Australian context through community television programming
2. Advocate for and hold a community broadcasting licence or licences.
3. Own and manage a community television station.
4. Conduct television transmissions within and to the Melbourne Metropolitan area.
5. Provide access to television production and transmission to those individuals and groups who may otherwise be denied such access.
6. Produce and transmit programs with priority being given to issues of social justice and of local, educational, social, artistic and cultural relevance.
7. Provide access for the development and transmission of educational programming.
8. Produce and transmit programs that accord with the Charter adopted by the Consortium.
9. Provide appropriate training in television production and transmission to groups and individuals.
10. Promote, through all avenues, the benefits and needs of community television.
11. Promote and assist the development of Community Television Groups.
12. Keep members of the Consortium and others informed on issues relating to community Television.
13. Co-operate with other relevant groups in pursuit of these aims and objectives.
14. Do all such things as are incidental or conducive to the attainment of these aims and objectives and the exercise of the powers of the Consortium.

RULES OF COMPANY

1. NAME

The name of the Company Limited By Guarantee is Melbourne Community Television Consortium Ltd (in these rules, "The Consortium")

2. OBJECTS AND CHARTER

The activities of the Consortium will at all times be carried out by the Consortium, its officers and its Members in a manner designed or calculated to give full effect to the Objects and the Charter.

3. INTERPRETATION

3.1 Definitions

In these Rules, unless the contrary intention appears:

"**Affiliate**" means a body corporate admitted to Affiliation with the Consortium.

"**Applicant**" means a body corporate who applies to become a Member or Affiliate under clause 4.

"**Application**" means an Application to become a Member of the Consortium in the form of Schedule 1.

"**Assembly**" means a meeting of Members convened in accordance with Rule 9.

"**Charter**" means the Charter of the Consortium, a copy of which is in Appendix 1, as amended from time to time.

"**Constitution**" means the Statement of Purposes, the Rules of Incorporation of the Consortium, the Schedules, any Appendices and Standing Orders attached and as amended from time to time.

"**Financial Year**" means the year ending on 30 June.

"**General Manager**" means the person (if any) employed by, or on behalf of, the Consortium to manage the station.

"**Member**" means a body corporate admitted to membership of the Consortium but does not include Affiliates except in Rule 29 where "Member" includes Members and Affiliates.

"**Objects**" means the Statement of Purposes set out in this Constitution.

"**President**" means the chairperson of the Assembly elected under clause 11.

"**Station**" means the community television station operated by the Consortium.

"**Station Staff**" means the persons (if any), other than the General Manager, employed by, or on behalf of, the Consortium in connection with the operation of the station

"**the Act**" means the Corporations Act 2001

"**the Regulations**" means regulations made pursuant to the Act.

"**Volunteer**" means a person currently registered as a volunteer who undertakes voluntary work for, or in connection with, the Consortium or the Station.

3.2 Interpretations

Words or expressions contained in the Rules shall be interpreted in accordance with the provisions of the Act as in force from time to time.

4. MEMBERSHIP

4.1 Criteria for Membership and Affiliation

(a) A Member of the Consortium must:

- (i) be a body corporate based in, and with a membership predominantly drawn from, the licence area of the station;
- (ii) be a non profit organisation or an organisation which otherwise does not carry on any business or activity for the profit of its members;
- (iii) have a structure and constitution which ensures democratic access to decision- making, airtime and other facilities of the Member and to the production of programs;
- (iv) represent a local or specific interest group of the community which is not, and cannot, be served by a community television group which is an existing Member;
- (v) be able to demonstrate an on-going capacity to produce community television programming. Such programming must meet the local content guidelines as set down by the Assembly from time to time;
- (vi) demonstrate a support for, and adherence to the Constitution, policies, procedures, Objects and Charter of the Consortium; and,
- (vii) include in the constitution of the organisation a fair grievance mechanism relating to membership exclusion.

- (b) An Affiliate of the Consortium must:
- (i) be a body corporate based in, and with a membership predominantly drawn from, the licence area of the station;
 - (ii) be a non-profit organisation;
 - (iii) have intentions to produce community television programming;
 - (iv) be a democratic, community based organisation; and
 - (v) include in the constitution of the organisation a fair grievance mechanism relating to membership exclusion.

4.2 Review of Membership

Each Member and Affiliate shall be required to demonstrate that they are continuing to comply with the relevant criteria specified in Rule 4.1 on a biennial basis.

4.3 Eligibility

An Applicant who applies for and is approved for membership as provided in these Rules is eligible to be a member of the Consortium on payment of the entrance fee and annual subscription payable under these Rules.

4.4 Applications

An Application shall be lodged with the Company Secretary at least 28 days before the Assembly Meeting at which the application is to be considered. The Application shall include:

- (a) a copy of the Applicant's certificate of incorporation;
- (b) the Applicant's constitution;
- (c) an information sheet detailing the applicant group's aims, objectives and activities
- (d) sufficient documentation to demonstrate that the Applicant meets the relevant criteria in Rule 4.1 to be a Member or Affiliate.

4.5 Action by Company Secretary

Upon receipt of a completed Application the Company Secretary shall:

- (a) refer the Application to the next meeting of the Assembly;
- (b) ensure availability at the station for inspection by existing Members of copies of the Application documentation provided by the Applicant, with availability advised in the Notice of Meeting.

4.6 Approval of Applications

- (a) An Application to become a Member or Affiliate must be approved by a two thirds majority of Delegates entitled to vote in Assembly;
- (b) In approving an Application the Assembly may impose such terms and conditions on that approval as the Assembly in its absolute discretion thinks fit, including approving the Applicant becoming a Member or Affiliate of the Consortium for a provisional period.
- (c) A decision must be made in respect of the Application no later than the third ordinary meeting of the Assembly occurring after the date of receipt of the Application.

4.7 Notification

Upon an Application being approved, the Company Secretary shall, with as little delay as possible, notify the Applicant in writing that it is approved for Membership of or Affiliation with the Consortium (subject to the terms and conditions, if any, imposed by the Assembly) and request payment within the period of 28 days after receipt of the notification of the sum payable under these Rules as the entrance fee and the first year's annual subscription.

4.8 Entry onto Register of Members and Affiliates

Upon payment of the amounts referred to in Rule 5 within the period referred to in that clause, the Company Secretary shall enter the Applicant's name in the register of Members and Affiliates kept by him or her and, upon the name being so entered, the Applicant shall become a Member or Affiliate.

4.9 Transfer and Termination

A right, privilege, or obligation of a Member or Affiliate:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon the cessation of the Member's membership or Affiliate's Affiliation whether by resignation or otherwise.

4.10 Membership Appeals

In the event that the Assembly decides (at meeting 1) not to approve an Application, the Applicant may appeal the decision in the following manner:

- (a) The appeal must be in writing and signed by the Applicant stating the Applicant seeks a reconsideration of the decision and the reasons why the decision should be reconsidered;
- (b) The appeal must be given to the Company Secretary no later than 14 days after the date the decision of the Assembly is made;
- (c) The appeal shall be referred to the next meeting of the Assembly ("meeting 2");
- (d) At meeting 2 the Assembly shall allow the Applicant the opportunity to make a 10 minute presentation in respect of the appeal and shall determine whether to reconsider the decision;
- (e) If the Assembly determines to reconsider the decision then:
 - (i) the Applicant has 28 days from the date of meeting 2 to lodge with the Company Secretary the application and any additional material in support; and
 - (ii) it must form a 3 party sub-committee to meet with the applicant within 21 days of the lodgement of the application to provide advice as to whether the application fulfils the criteria as stated in the Rules.
- (f) The sub-committee shall not be required to meet with the Applicant more than once and its advice shall not in any way bind the Assembly;
- (g) The Applicant shall have the right to lodge any further material in support of its application no later than 28 days before the next Assembly meeting ("meeting 3");
- (h) At meeting 3 the Assembly must determine whether or not to approve the Application;
- (i) If an application is not approved at meeting 1 and not appealed, or if an appeal is not allowed to proceed to a reconsideration at meeting 2 or is not approved at meeting 3 the decision shall be final and not capable of appeal, and the applicant cannot make any further application for membership for a period of 12 months from the date of the decision; and
- (j) The time limits set out above must be strictly complied with.
- (k) the procedure outlined in 4.10 refers only to membership applications that are not approved and not applications that have not been decided upon in clause 4.5 (b) (ii).

5. MEMBERSHIP FEES

5.1 Membership and Affiliate Fees

- (a) There shall be an annual membership fee payable by all members.
- (b) There shall be an annual affiliate fee payable by all affiliates.

5.2 Entrance Fee

The entrance fee shall be an amount determined by the Assembly.

5.3 Rates

The rates of the annual membership and affiliate fees shall be set annually by the Assembly at the Annual General Meeting of the Consortium.

5.4 When Payable

- (a) Fees are due by July 31 each year.
- (b) An invoice for the fees shall be sent to each member and affiliate, at the address shown in the Register of Members and Affiliates, at least 28 days before the due date.

5.5 Unpaid Fees

- (a) A member who has not paid their fee by the due date shall not have voting rights at general meetings.
- (b) A member or affiliate who has not paid their fee within one month after the due date shall have all their rights and privileges (including access to program air time) suspended.
- (c) A member or affiliate who has not paid their fee within three months after the due date shall cease to be a member or affiliate of the consortium.
- (d) The Company Secretary shall ensure that the member or affiliate is contacted personally and given a chance to pay the outstanding fee before action is taken under Rules 5.5(b) or 5.5(c).

5.6 Financial Hardship

- (a) In cases of extreme financial hardship, a member or affiliate may apply to pay their fees on an instalment basis.
- (b) In the event that a member or affiliate is granted permission to pay their fee by instalments, the provisions of Rule 5.5 shall apply to each instalment.

6. REGISTER OF MEMBERS AND AFFILIATES

The Company Secretary shall keep and maintain a Register of Members and Affiliates in which shall be entered the full particulars of each Member or Affiliate, including:

- (a) the name of the Member or Affiliate;
- (b) the registered address of the Member or Affiliate;
- (c) the name of the Member or Affiliate's public officer; and
- (d) the date on which the entry was made into the register.

The Register shall be available for inspection by Members at the registered address of the Consortium.

7. RESIGNATION OF MEMBER OR AFFILIATE

7.1 Resignation in Writing

A Member or Affiliate who has paid all monies due and payable by that Member or Affiliate to the Consortium may resign from the Consortium by first giving one month's notice in writing to the Company Secretary of its intention to resign and upon the expiration of that period of notice the Member or Affiliate shall cease to be a Member or Affiliate.

7.2 Entry in Register

Upon the expiration of a notice given under clause 7.1, the Company Secretary shall make in the register of Members and Affiliates an entry recording the date on which the Member or Affiliate by whom the notice was given ceased to be a member or Affiliate.

8. ASSEMBLY

8.1 Responsibility and Power

The Assembly is the primary decision making body of the Consortium and may exercise all the powers of the Consortium.

8.2 Meetings of Assembly

- (a) The Assembly shall meet in ordinary meeting at least every 3 months or more often as the Assembly may itself determine
- (b) 20% of the Members may, by notice in writing, direct the President to convene an extraordinary meeting of the Assembly. Such extraordinary meeting of the Assembly shall be convened as an extraordinary general meeting of the Consortium if so required by the relevant Member.

8.3 Assembly Delegates

- (a) Each Member shall be entitled to appoint 3 delegates to Assembly to vote on its behalf.
- (b) Each Member shall ensure that the names of their delegates are lodged with the Company Secretary.
- (c) A Member cannot change their appointed delegates after a notice of meeting has been sent out until after the meeting (or any adjournment of the meeting) has concluded.
- (d) Each delegate may lodge an email address with the Company Secretary so that they can receive notification of meetings and other Assembly correspondence.

8.4 Attendance and speaking rights at Assembly

- (a) The following persons will be entitled to attend and speak at meetings of the Assembly:
 - (i) delegates of Members;
 - (ii) representatives of Affiliates;
 - (iii) members of organisations which are Members;
 - (iv) volunteers;
 - (v) station staff; and
 - (vi) such other persons as the Assembly may, in its absolute discretion, invite to attend meetings of the Assembly.
- (b) The Assembly may resolve that its meeting be closed to all but delegates if the meeting is discussing:
 - (i) personnel matters;
 - (ii) legal advice;
 - (iii) industrial matters;
 - (iv) contractual matters;
 - (v) proposed developments;
 - (vi) matters affecting the security of Consortium property;
 - (vii) any other matter which the Assembly considers would prejudice the Consortium or any person; or
 - (viii) a resolution to close the meeting to members of the public.

9. NOTICE OF MEETING

9.1 Notice of Meeting

At least 21 days before the date fixed for holding a meeting of the Assembly, a notice shall be sent to each Member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting. The notice shall be sent by ordinary post to each Member at the address of that Member appearing in the register of Members, and by email to each Assembly delegate who has lodged their email address with the Company Secretary for this purpose.

9.2 Business

No business other than that set out in the notice convening the meeting shall be transacted at the meeting.

9.3 Business of Member

A Member desiring to bring any business before a meeting may give notice of that business in writing to the President, who shall ensure that business is included in the notice calling the next general meeting after the receipt of the notice.

10. PROCEEDINGS AT MEETINGS AND QUORUM

10.1 Proceedings of Assembly

Unless otherwise provided in these Rules, the Act and the Regulations elsewhere at law, the Assembly may regulate its own proceedings from time to time by preparing and adopting written procedures of meetings.

10.2 No Business Unless Quorum

No item of business shall be transacted at a meeting of the assembly unless a quorum of Members entitled to vote under these rules is present during the time when the meeting is considering that item.

10.3 Quorum

A quorum for a meeting of the Assembly shall be at least one delegate of ten Members.

10.4 No Quorum

If within half an hour after the appointed time for the commencement of a meeting, a quorum is not present, the meeting, if not convened upon the requisition of a Member, shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and unless another place is specified by the President at the time of the adjournment or by written notice to Members given before the day to which the meeting is adjourned at the same place.

10.5 Conduct of Business

See Separate "Standing Orders".

11. PRESIDING MEMBER

11.1 Procedure for election of President

- (a) Any member of a Member is eligible for election or re-election to the office of President.
- (b) A panel of three delegates shall be appointed at the Assembly meeting anticipated to be the one before the Annual General Meeting, with one of the panel appointed as Returning Officer and the other two as tellers, any candidates for President excluded from the panel and any not attending the Annual General Meeting to be replaced by vote at the Annual Meeting.
- (c) The election of the President pursuant to rule 16.3 shall be conducted in the following manner:
 - (i) Nominations of candidates for election as President:
 - (A) shall be made in writing, accompanied by the written consent of the candidate and seconded by a person eligible for election as in Rule 11.1(a), which may be endorsed on the form of nomination; and
 - (B) shall be delivered to the Company Secretary not less than 7 days before the date fixed for the holding of the Annual General Meeting.
 - (ii) If there is only one nomination, the candidate nominated is deemed to be elected; if there is more than one nominated, the delegates present at the meeting must vote for one of the candidates by a secret ballot conducted by the Returning Officer.
 - (iii) In the event of a candidate receiving an absolute majority of the votes, that candidate is declared to have been elected.
 - (iv) In the event that no candidate receives an absolute majority of the votes, the candidate with the fewest number of votes is declared to be a defeated candidate. The delegates present at the meeting must then vote for one of the remaining candidates by a further secret ballot.

- (v) If one of the remaining candidates receives an absolute majority of votes, he or she is duly elected. If none of the remaining candidates receives an absolute majority of the votes, the process of declaring the candidates with the fewest number of votes a defeated candidate and voting for the remaining candidates by a secret ballot must be repeated until one of the candidates receives an absolute majority of the votes. That candidate must then be declared to have been duly elected.
- (vi) In the event of two or more candidates having an equality of votes and one of them having to be declared:
 - (A) a defeated candidate; or
 - (B) duly elected
 the result will be determined by lot.
- (vii) If a lot is conducted, the Returning Officer will have the conduct of the lot and the following provisions will apply:
 - (A) Each candidate shall draw one lot;
 - (B) The order of drawing lots shall be determined by the alphabetical order of the surname of the candidates who received an equal number of votes except that if two or more such candidates' surnames were identical the order shall be determined by the alphabetical order of the candidates' first names; and
 - (C) As many identical pieces of paper as there are candidates who received an equal number of votes shall be placed in a receptacle. If the lot is being conducted to determine which candidate is a defeated candidate, the word "Defeated" shall be written on one of the pieces of paper, and the candidate who draws the paper with the word "Defeated" written on it shall be declared the defeated candidate (in which event a further vote shall be taken on the remaining candidates). If the lot is being conducted to determine which candidate is to be duly elected, the word "Elected" shall be written on one of the pieces of paper, and the candidate who draws the paper with the word "Elected" written on it shall be declared to have been duly elected.

11.2 President to take Chair

- (a) After the election of the President is determined, the President must take the Chair.
- (b) The President must take the Chair at all Assembly meetings at which he or she is present.
- (c) If the President is absent from a meeting of the Assembly the Company Secretary must take the Chair and invite nominations from the delegates present for a temporary President. If there is only one nomination (which must be seconded), the candidate nominated is deemed to have been duly elected.
- (d) If there is more than one nomination (each of which must be seconded), the delegates present at the meeting must vote for one of the candidates by a show of hands (or by such other method as Assembly determines).
- (e) In the event of a candidate receiving an absolute majority of the votes, that candidate is declared to have been elected.
- (f) In the event of no candidate receiving an absolute majority of the votes, the provisions of Rule 11.1(c)(iv), (v), (vi) and (vii) apply with any necessary modifications or adaptations.

12. ADJOURNMENT

12.1 Adjournment

The President at which a quorum is present may with the consent of the meeting adjourn a meeting of the Assembly from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

12.2 Adjournment For Over 14 Days

Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the usual meeting.

12.3 No New Notice

Except as provided in rules 12.1 and 12.2, it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

13. MAKING OF DECISIONS

13.1 Voting

A question arising at an Assembly shall be determined on a show of hands. Unless before or on the declaration of the show of hands a poll is demanded a declaration by the President that a resolution or a show of hands has been carried unanimously or carried by a particular majority or lost, and an entry to that effect in the minute book of the consortium is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

13.2 Request for Poll

If at a meeting a poll on any question is demanded by not less than 3 Delegates who are entitled to vote at that meeting, it shall be taken at that meeting in such a manner as the President may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.

13.3 Taking of Poll

A poll that is demanded on the election of a President or on a question of an adjournment shall be taken forthwith and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the President may direct.

13.4 Decisions

Decisions of the Assembly shall be carried by two-thirds of Delegates present.

14. VOTING

14.1 Voting Rights

Only Delegates have voting rights at meetings of the Assembly.

14.2 One Vote

Upon any question arising at an Assembly, each Delegate has one vote only.

14.3 Votes in Person or by Proxy

All votes shall be given personally or by proxy.

14.4 Outstanding Monies

A Delegate is not entitled to vote at any meeting unless all monies due and payable by that member to the Consortium have been paid in respect of the current financial year

14.5 President

The President does not have the right to a deliberative vote at a meeting of the Assembly unless s/he is also a Delegate.

15. APPOINTMENT OF PROXIES

15.1 Appointment of Proxies within Members

Each Delegate of a Member shall be entitled to appoint another Delegate of that Member as its proxy by notice given to the Company Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

15.2 Appointment of Proxies Between Members

- (a) A Member shall be entitled to appoint another Member as its proxy to exercise all the votes of its Delegate or Delegates at an Assembly Meeting by notice given to the Company Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- (b) The Proxy will be voted by a nominated Delegate of the Member in whose favour the Proxy is given.
- (c) At any Assembly meeting no Member or its Delegate or Delegates may hold more than one Proxy.

15.3 Form

A notice appointing a proxy under Rule 15.2 or Rule 15.3 shall be in the form of Part A or Part B of Schedule 2 (as appropriate).

15.4 No Open Proxies

Any proxy under Rule 15.2 shall only empower the Member in whose favour it is given to vote in the manner set out in the body of the proxy. A proxy which does not direct the holder of the proxy as to the manner of voting shall be invalid.

16. ANNUAL GENERAL MEETING

16.1 Annual General Meeting

- (a) The Annual General Meeting of the Consortium shall be held within five months of the end of the financial year.
- (b) The President may convene an Annual General Meeting if one is due.

16.2 Notice

The Annual General Meeting shall be specified as such in the notice by which it is convened.

16.3 Ordinary Business

The ordinary business of the Annual General Meeting shall be:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any general meeting held since that meeting;
- (b) to receive from the Board of Directors reports upon the transactions of the Consortium during the last preceding financial year;
- (c) to receive and consider the financial report, the directors' report and the auditor's report in accordance with section 317 of the Act;
- (d) to elect a President; and
- (e) to appoint the Board of Directors in accordance with rules 18 and 20.

16.4 Special Business

The Annual General Meeting may transact special business of which notice is given in accordance with these rules.

16.5 Additional General Meetings

The Annual General Meeting shall be convened in addition to any other general meetings that may be held in the same year.

17. BOARD OF DIRECTORS

17.1 Board of Directors

The affairs of the Consortium shall be managed by the Board of Directors.

17.2 Powers

The powers of the Board of Directors are to:

- (a) control and manage the business and affairs of the Consortium;
- (b) subject to these rules, the regulations and the act, and between meetings of the Assembly, exercise all such powers and functions as may be exercised by the Consortium other than those powers and functions that are required by these Rules to be exercised by general meetings of the Consortium; and
- (c) subject to these rules, the Regulations and the Act, perform all such acts and things as appear to the Board of Directors to be essential for the proper management of the business and affairs of the Consortium.

17.3 Responsibility

The responsibilities of the Board of Directors are:

- (a) to carry out the responsibilities and requirements of the holder of a broadcasting licence under the Broadcasting Services Act (1992);
- (b) to implement policy directions of the Assembly;
- (c) to draw up and implement budgets and present financial and other reports to Assembly;
- (d) to administer the operations of the Consortium including the appointment and oversight of the General Manager and Station Staff;
- (e) between Assembly Meetings, and within agreed policy directions, to determine issues in dispute;
- (f) to set goals for the Consortium within policy directions;
- (g) to present recommendations to Assembly for policy directions;
- (h) to ensure that program policy and scheduling are within Station policy and legal guidelines; and
- (i) wherever necessary, to facilitate the implementation of decisions of the Programming Committee.

17.4 Duties

Directors of the Board owe the Consortium duties:

- (a) to act honestly and in good faith;
- (b) not to make improper use of their position or information obtained their position; and
- (c) to exercise reasonable care and diligence.

17.5 Disclosure of Interest

- (a) Each Director of the Board who has a personal or financial interest (whether direct or indirect), in a matter that is to be considered at a meeting of the Board or who has an interest in any contract or arrangement made or proposed to be made with the Association shall disclose that interest at the first meeting of the Board or Committee at which the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board or Committee after the acquisition of the interest.
- (b) If such a member becomes interested in a contract or arrangement after it is made or entered into he shall disclose the interest at the first meeting of the Board or Committee after becoming so interested.
- (c) Each Director of the Board who has an interest as outlined in clauses (a) and (b) :
 - (i) must not be present while the matter is being considered;
 - (ii) must not vote on the matter - subject to clause (d);
- (d) The Board may by resolution passed with no less than 4 votes in favour exempt a member of the Board from paragraph (c)(i) or paragraphs (c)(i) and (ii) subject to such conditions as it sees fit.
- (e) Despite paragraph (c)(i) the member concerned may still be counted towards the quorum.

18. CONSTITUTION OF BOARD OF DIRECTORS

18.1 Constitution of Board of Directors

The Board of Directors shall consist of:

- (a) one Director nominated by each Member, to be ratified by the Annual General Meeting;
- (b) such other Directors as elected by the Annual General Meeting from time to time (by way of secret ballot);
- (c) the General Manager, a representative from the Programming Committee, a representative of station staff and the President elected at Assembly (so long as s/he is not a Director of the Board in another capacity) who shall all be ex officio, non-voting members of the Board;
- (d) up to four voting members co-opted by the Board of Directors on the basis of business acumen, community expertise and broadcasting skills.
- (da) The Board shall not consist of less than ten Directors.
- (e) Any paid-up member of a Member of the Consortium is eligible to be appointed as a Director.

18.1A Nomination of Directors by Members

Nominations of Directors by Members of the Consortium in accordance with Rule 18.1(a):

- (a) shall be made in writing and accompanied by the written consent of the candidate; and
- (b) shall be delivered to the Company Secretary not less than 7 days before the date fixed for the holding of the Annual General Meeting.

18.2 Chairperson and Deputy Chairperson of the Board of Directors

- (a) The Board of Directors shall elect a Chairperson and a Deputy Chairperson of the Board of Directors.
- (b) The Chairperson and Deputy Chairperson shall hold office until the Annual General Meeting next after the date of their appointment
- (c) The Board of Directors has the sole discretion to remove the Chairperson or Deputy Chairperson before expiry of their term and upon a simple majority vote.
- (d) In the event of any casual vacancy in the office of Chairperson or Deputy Chairperson, the Board may appoint a Director to the vacant office and the Director so appointed may continue in office up to and including the conclusion of the Annual General Meeting next following the date of their appointment.

18.3 Term of Office

- (a) Each Director of the Board shall hold office until the conclusion of the Annual General Meeting next after the date of their appointment.
- (b) A director shall only be eligible for re-appointment to the Board for a further term (whether by nomination, election, co-option or any other method of appointment) if they have attended 75% or more of the Board meetings they were eligible to attend.

18.4 Casual Vacancy

In the event of a casual vacancy occurring on the Board of Directors:

- (a) where the previous holder of the position was a nominee of a Member that Member may nominate a replacement member to the Board of Directors; or
- (b) for elected Directors, the vacancy shall be filled at the next meeting of the Assembly.
- (c) The Director so appointed shall hold office, subject to these Rules, until the conclusion of the Annual General Meeting next following the date of their appointment.

18.5 Review of Board of Directors

The structure and constitution of the Board of Directors may be reviewed from time to time by the Assembly.

18.6 Vacancies

For the purpose of these rules, the office of a Director of the Board becomes vacant if:

- (a) The Member they represent ceases to be a member of the Consortium; or
- (b) the Director becomes an insolvent under administration within the meaning of the Corporations Law; or
- (c) The Member they represent becomes insolvent under administration within the meaning of the Corporations Law; or
- (d) the Director member resigns his or her office by notice in writing given to the Company Secretary; or
- (e) the office-holder dies or ceases to be a resident of Australia.

18.7 Spokesperson of the Consortium

The Spokesperson of the Consortium may be any of the President, the Chairman, or the General Manager as appointed by the Board of Directors from time to time.

19. PROCEEDINGS OF BOARD OF DIRECTORS

19.1 Meetings

The Board of Directors shall meet at least monthly at such time and place as the Board may determine. Standing Orders and Rule 11 shall apply with any necessary modifications or adaptations, including:

- (a) A reference to the Assembly shall be read as a reference to the Board of Directors;
- (b) A reference to the President shall be read as a reference to the Chairperson of the Board of Directors;
- (c) A reference to a Delegate shall be read as a reference to a Director of the Board;
- (d) A reference to 14 days or 21 days in Standing Orders 1.2, 1.10 and 5 shall be read as a reference to 48 hours; and
- (e) Standing Order 1.9 shall not apply.

19.2 Special Meetings

Special meetings of the Board of Directors may be convened by the current Chairperson of the Board of Directors or by any 4 of the Directors of the Board.

19.3 Notice of Special Meeting

Notice shall be given to members of the Board of Directors of any special meeting specifying the general nature of the business to be transacted and no other business shall be transacted at such a meeting.

19.4 Quorum

Quorum for meetings of the Board of Directors shall be the greater of

- (a) fifty percent plus one; or
- (b) seven

of the voting members of the Board of Directors.

19.5 No Quorum

No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same hour of the same day in the following week unless the meeting was a special meeting in which case it lapses.

19.6 Voting

Questions arising at a meeting of the Board of Directors or of any Committee appointed by the Board of Directors shall be determined on a show of hands or, if demanded by a member, by a poll taken in such a manner as the person presiding at the meeting may determine.

19.7 Entitlement to Vote

Each voting Director of the Board present at a meeting of the Board of Directors or of any Committee appointed by the Board of Directors is entitled to one vote, including the person presiding at the meeting if, when not presiding, s/he would be entitled to vote at the meeting.

19.8 Alternates

- (a) In the event of a Director of the Board not being able to attend a meeting, they may appoint an alternate to exercise some or all of their powers for a specified period.
- (b) The appointing director may terminate the alternate's appointment at any time.
- (c) The appointment or termination of an alternate must be in writing.
- (d) Any person who would not be eligible to be a director pursuant to rule 18.3(b) shall not be eligible to be appointed as an alternate director.

19.9 Notice of Meeting

- (a) Written notice of each Board meeting shall be served on each Director of the Board by delivering it to him or her at a reasonable time before the meeting or by sending it by prepaid post addressed to him or her at his or her usual or last known place of abode at least 2 business days before the date of the meeting, or
- (b) A notice may be served by or on behalf of the Consortium by sending it by electronic means such as email or fax to a Director who has agreed to such serving of notices and has lodged details of the electronic address or number with the Company Secretary.
- (c) Where electronic notification has been agreed and details lodged as in Rule 19.9(b), a document so sent shall, unless the contrary is proved, be deemed to have been given to the person at the time at which such notification would normally have been received in the ordinary course of electronic delivery.

19.10 Vacancies

The Board of Directors may act notwithstanding any vacancy on the Board.

19.11 Decisions

Decisions of the Board of Directors shall be carried by two thirds majority of voting Directors present.

19.12 Committees

The Board of Directors may at any time appoint a working Committee from the Board of Directors and, as it may think fit, shall prescribe the powers and functions thereof.

- (a) The Board of Directors may co-opt as members of such Committee such persons with special expertise as it thinks fit;
- (b) Two appointed members of a Committee shall constitute a quorum at a meeting of a Committee.

20. ELECTIONS OF OFFICERS & DIRECTORS OF THE BOARD

20.1 Nominations

Nominations of candidates for election as Directors of the Board:

- (a) shall be made in writing and accompanied by the written consent of the candidate which may be endorsed on the form of nomination; and
- (b) shall be delivered to the Company Secretary not less than 7 days before the date fixed for the holding of the Annual General Meeting.

20.2 Determination of Number of Vacancies

A resolution setting the number of positions to be filled by Assembly vote shall be passed at Assembly immediately before proceeding to any election. Should Assembly determine that no positions be so filled, any nominations received are deemed to have lapsed.

20.3 Insufficient Nomination

If insufficient nominations are received to fill all vacancies on the Board of Directors, the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

20.4 Nominations Equal to Vacancies

If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

20.5 Ballot

If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held.

20.6 Election

The ballot (if any) for the election of Directors of the Board shall be conducted at the Annual General Meeting as the Board of Directors may direct in accordance with the written procedures adopted by the Assembly from time to time.

21. COMPANY SECRETARY

21.1 Duties of Company Secretary

The Company Secretary shall:

- (a) ensure that the company notifies ASIC about changes to the identities, names and addresses of the company's directors and secretary;
- (b) ensure that the company responds, if necessary, to an extract of particulars that it receives and that it responds to any return of particulars that it receives.

Failure to carry out the responsibilities in paragraphs (b) and (c) is a breach by the Company Secretary of the Corporations Act 2001.

The Company Secretary's obligations may continue even after the company has been deregistered.

21.2 Appointment of Company Secretary

- (a) The Company Secretary shall be appointed by the Board of Directors.
- (b) The Board of Directors has the sole discretion to remove the Company Secretary upon a simple majority vote.
- (c) The Company Secretary may be a person who is also a Director.

22. FINANCE COMMITTEE

22.1 Constitution of the Finance Committee

- (a) The Finance Committee shall consist of:
 - (i) the General Manager;
 - (ii) the Chairperson;
 - (iii) the Deputy Chairperson;
 - (iv) three committee members appointed by the Board of Directors; and
 - (v) the Finance and Administration Officer in an ex officio, non-voting capacity.
- (b) The members of the Finance Committee shall be appointed at the first Board of Directors meeting held after the Annual General Meeting. Members of the committee shall be appointed on the basis of financial expertise, business expertise, and any other relevant expertise.
- (c) Members of the Finance Committee shall hold office until the conclusion of the next Annual General Meeting. In the event of a casual vacancy, the Board of Directors may appoint a director to fill the vacancy until the conclusion of the next Annual General Meeting.
- (d) The Finance Committee shall meet monthly and provide a written report of its meetings to the next Board of Directors meeting following the last meeting of the Committee.
- (e) The Finance Committee shall conduct the procedure of its meetings in a like manner and consistent with that of the Board of Directors.

22.2 Duties of the Finance Committee

The Finance Committee shall, in accordance with the Consortium's Accounting and Financial Policy:

- (a) provide overall financial supervision on financial and taxation matters;
- (b) ensure the Consortium has the highest level of financial security, including developing Financial Policy and Financial Security Processes;
- (c) have involvement in the appointment of the Auditor and Accountant; including sourcing quotes and outlining their tasks and duties;
- (d) ensure that Directors have access to the books and financial records of the Consortium; and
- (e) other such duties as may be conferred from time to time by the Board of Directors.

23. CHEQUES

All cheques, drafts, bills of exchange, promissory notes, and other negotiable instruments shall be signed by 2 members of the Board of Directors or such other persons who may be authorised by the Board of Directors.

24. SEAL

24.1 Custody

The Common Seal of the Consortium shall be kept in the custody of the Company Secretary.

24.2 Affixation of Seal

The Common Seal shall not be affixed to any instrument except by the authority of the Board of Directors and the affixing of the Common Seal shall be attested by the signatures of 2 Directors of the Board.

25. PROGRAMMING OBJECTIVES

The programming objectives of the Consortium are set out in the Charter of Melbourne Community Television Ltd. In applying these objectives, the Programming Committee shall have regard to the principles of equal and equitable access and the aspirations of each Member.

26. PROGRAMMING COMMITTEE

26.1 Programming Committee

A permanent committee to be known as the Programming Committee shall be established by Assembly in conjunction with the Board of Directors which shall:

- (a) develop and recommend to the Board of Directors programming and related policy for the station;
- (b) identify any procedural matters that can be improved to enable the Programming Department to operate more effectively;
- (c) develop, implement and supervise strategies to:
 - (i) assist program providers to become familiar with and have access to relevant information regarding the production, administrative, classification and technical requirements of MCTC Inc.;
 - (ii) assist with the training of program providers in the operations and goals of the Programming Department;
 - (iii) enable program providers to submit programs of a high standard and within the guidelines of MCTC Ltd and the Australian Broadcasting Services Act 1992; and
 - (iv) ensure the allocation of air-time is made in the best interests of the station.
- (d) assist the members of the Programming Team to resolve any problems relating to the technical quality, content or complaints associated with any programming submissions from members;
- (e) assist in the resolution of complaints as set out within the appeals section;
- (f) development and recommend to the Board of Directors the expenditure of any budget provided by the Board of Directors for Station Programming, including any budget for program supplies.

26.2 Constitution and meeting of the Programming Committee

- (a) the Programming Committee shall consist of:
 - (i) the General Manager in an ex-officio, non-voting capacity; and
 - (ii) three representatives appointed by Assembly and three representatives appointed by the Board of Directors but no more than one person from any Member or Affiliate, with
 - (iii) a member of the Programming Team in an ex-officio, non-voting capacity.
- (b) The members of the Programming Committee shall be appointed for a period of 1 year and be appointed on the basis of television and broadcasting expertise, technical broadcasting expertise, community expertise and any other relevant expertise.
- (c) The Programming Committee shall meet no less than quarterly and provide a written report of its meetings to the next Board of Directors meeting following the last meeting of the Committee.
- (d) The Programming Committee shall conduct the procedure of its meetings in a like manner and consistent with that of the Board of Directors.

27. GRIEVANCE AND CONCILIATION PROCEDURE

The Consortium, its Members, its officers and Volunteers will be bound by the grievance and conciliation procedure set out in Appendix 2.

28. REMOVAL OF DIRECTORS

- (a) A Notice of Intention to move a resolution to remove a director must be given to the Company Secretary at least two months before the general meeting when the resolution will be put is held. However, if a general meeting is called after the notice is given, the resolution may be dealt with at that general meeting even though the two months have not elapsed.
- (b) A copy of the notice must be given to the director as soon as practicable after it is received.
- (c) The director is entitled to put their case to the members. This may be done either by:
 - (i) speaking to the motion at the general meeting; or
 - (ii) giving a written statement to be sent to the members of the Consortium, or, if there is insufficient time, to be distributed at the meeting and read out before the resolution is voted on.The director's statement does not have to be circulated if it is more than 1000 words long or defamatory.
- (d) A resolution, request or notice of any or all of the directors is void to the extent that it purports to remove a director from their office or require a director to vacate their office as a director.

29. EXPULSION OF MEMBERS

29.1 Breach of Rules or Procedures

If a Member of the Consortium is found to be in breach of the provisions of this Constitution, or any Policies laid down by Assembly from time to time, the Assembly shall cause a written notice to be sent to that Member informing it of the nature of that breach, and of the procedure that is being followed under this Rule.

29.2 Response to Notice of Breach

The Member in Breach shall have one month to respond to the written notice of breach issued under Rule 29.1(a). Such response must include an explanation of how the breach will be remedied.

29.3 Deliberation by Assembly

- (a) At the next ordinary meeting of Assembly, the Assembly shall consider the response from the Member in Breach.
- (b) The question of whether to accept the explanation of how the breach is to be resolved shall be put to the Assembly.
- (c) If the Assembly accepts the explanation, the Member shall be allowed to continue its membership, under such probationary terms and conditions as the Assembly may apply.
- (d) If the Assembly does not accept the explanation, Rule 29.4 shall apply.

29.4 Suspension of Member

- (a) If no response is received to a notice of breach issued under Rule 29.1, or an explanation given by the Member in Breach is not accepted by the Assembly under Rule 29.3(d), the Assembly may resolve to suspend all rights and privileges of the Member in Breach including, but not limited to, all Voting and Programming Access rights for a period of not less than three months.
- (b) A written notice shall be sent to the Member in Breach informing it that this suspension has taken place, and requesting it to respond.

29.5 Change of Status of Member

- (a) If a response is received from a notice issued under Rule 29.4, the Assembly shall decide whether to remove the suspension at its next ordinary meeting.
- (b) If no response to a notice issued under Rule 29.4 is received, or the response received is unsatisfactory to the Assembly, the Assembly may resolve to change the status of the Member in Breach to that of Affiliate. In the case of this Rule being applied to an Affiliate, the Affiliate's membership shall be terminated.

29.6 Continued Breach after Change of Status

If after three months of a Member being changed in status under Rule 29.5, the Member is still in breach of the Rules or Procedures, the Assembly may begin the breach process again from Rule 29.1.

29.7 Immediate Cessation of Membership

The membership of any member shall be immediately revoked if that Member:

- (a) ceases to be a body corporate within the meaning of the Corporations Act 2001; or
- (b) is found to not be a non-profit organisation.

(Note: Section 30 repealed)

31. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except in accordance with the Act.

32. NOTICES

32.1 Service

A notice may be served by or on behalf of the Consortium upon any Member or by sending it by post to the Member at its address shown in the register of Members.

32.2 Ordinary Course

Where a document is properly addressed, prepaid and posted to a person, Member or Affiliate as a letter, the document shall, unless the contrary is proved, be deemed to have been given to the person at the time at which the letter would have been delivered in the ordinary course of post.

32.3 Electronic Notification

- (a) A notice may be served by or on behalf of the Consortium by sending it by electronic means such as email or fax to a Member or Delegate who has agreed to such serving of notices and has lodged details of the electronic address or number with the Company Secretary.
- (b) Where electronic notification has been agreed and details lodged as in Rule 32.3(a), a document so sent shall, unless the contrary is proved, be deemed to have been given to the person at the time at which such notification would normally have been received in the ordinary course of electronic delivery.

33. WINDING UP OR CANCELLATION

In the event of the winding up or the cancellation of the Consortium, any remainder of its net assets after discharge of all its just debts and other legal and moral obligations, shall not be distributed to its members but shall be distributed to such organisation or organisations as are eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

34. CUSTODY OF RECORDS

Except as otherwise provided in these Rules, all books, documents, and securities of the Consortium shall be kept at the registered office of the Consortium.

35. FUNDS

35.1 The funds of the Consortium shall be derived from entrance fees, annual membership fees, subscriptions, donations and such other sources as the Board of Directors determines.

35.2 For the purpose of maintaining Deductible Gift Recipient status (in accordance with rulings established under Subdivision 30-F of the Income Tax Assessment Act 1997; Australian Tax Office); donated monies obtained under such ruling shall be maintained as a separate account ("the Fund").

35.3 The Fund is to be referred to as the "CTV Access Fund"

35.4 All monies incoming and outgoing from the Fund are to be managed according to the guidelines set out for non-profit organisations under Commonwealth Law.

35.5 The Fund is to be maintained by Office Bearers appointed by the MCTC Ltd Board of Directors. The appointments shall last until the next AGM.

35.6 The office bearers responsible for the management of the Fund are to be selected according to the criteria specified in the Act.

35.7 If, upon the winding-up or dissolution of the public fund listed on the Register of Cultural Organisations, there remains after satisfaction of all its debts and liabilities, any property, the property shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority and institution is to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under the Act.

36. APPLICATION OF FUNDS

The assets and income of the Consortium shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to the Directors and Members of the Consortium except as bona fide remuneration for services rendered or expenses incurred on behalf of the Consortium.

STANDING ORDERS

1 Conduct of Business

1.1 The order of business of an Ordinary meeting shall be as follows or as near thereto as may be practicable but for the greater convenience of the Assembly may be altered by resolution to that effect:

- (a) apologies;
- (b) adoption and Confirmation of minutes of previous meetings;
- (c) declaration of any pecuniary interest of any delegate or attendee;
- (d) considering and ordering of inwards correspondence;
- (e) presentation of Consortium reports;
- (f) resumption of debate or motions or other business carried over from a previous meeting;
- (g) notices of motion;
- (h) reports of special committees;
- (i) reports from delegates;
- (j) general business;
- (k) urgent business; and
- (l) confidential business.

1.2 At every meeting of Assembly the minutes of the preceding meeting(s) must be dealt with as follows:

- (a) A copy of the minutes must be delivered to each member no later than 21 days before the next meeting
- (b) when the confirmation of the minutes is called on, the President must ask: "*Is any item of the minutes opposed?*"
- (c) if no delegate indicates opposition, the minutes must be declared to be confirmed;
- (d) if a delegate indicates opposition to the minutes:
 - (i) he or she must specify the item or items to which he or she objects;
 - (ii) the item(s) objected to must be considered separately and in the order in which they appear in the minutes;
 - (iii) the delegate objecting must move accordingly without speaking to the motion;
 - (iv) the mover of the motion of objection may then speak to it;
 - (v) the motion must next be open to debate;
 - (vi) when all objections to the minutes have been determined, the President must say: "*The question is that the minutes be confirmed*" or "*The question is that the minutes, as amended, be confirmed*", and he or she must put the question to the vote accordingly;
 - (vii) there must be no discussion upon the minutes except as to their accuracy as a true record of the meetings; and
 - (viii) the minutes must be signed by the President of the meeting at which they have been confirmed.

1.3 The minutes must be entered in the minute book and each item in the minute book must be numbered consecutively.

1.4 Unless otherwise resolved or required by law, minutes of a Special Committee of the Assembly requiring confirmation by the Assembly shall not be available to the public until confirmed by the Assembly.

1.5 Minutes must be taken of each Assembly meeting, and those minutes must record:

- (a) the date, place, time and nature of the meeting;
- (b) the names of the delegates present;
- (c) the disclosure of interest made by a delegate;
- (d) arrivals and departures (including temporary departures) of delegates during the course of the meeting;
- (e) each motion and amendment moved;
- (f) the vote cast by each delegate upon a vote;
- (g) questions upon notice; and
- (h) the failure of a quorum.

1.6 Correspondence Inward

- (a) Unless otherwise directed by the Assembly, the President must determine what inwards correspondence should be placed before the Assembly for its decision or information.
- (b) Correspondence addressed to any delegate personally which requires a decision of or a direction from the Assembly must be referred by that delegate to the Assembly.
- (c) No correspondence can be read in full at any meeting unless the Assembly resolves that an item or items of correspondence be so read.

1.7 Presentation of Staff Reports

A report from a member of staff shall not be read in full at any meeting unless the Assembly resolves to the contrary.

1.8 Reports of Committees

- (a) Any Report of a Special Committee must
 - (i) contain a recommendation or recommendations to the Assembly; and
 - (ii) be included in the agenda for the next convenient meeting of the Assembly.
- (b) The procedure upon any Report of a Special Committee being presented is:
 - (i) the President must ask: "*Is the Report opposed*"?
 - (ii) if no delegate indicates opposition the President shall declare the Report carried without discussion;
 - (iii) if any delegate indicates opposition he or she must state whether he or she objects to the whole Report or part only of it;
 - (iv) if the objection is to the whole of the Report:
 - (A) the delegate objecting to it must move accordingly (and may, as part of such motion, move that the Report be amended) but without speaking to his or her objection (or objection and amendment);
 - (B) the delegate objecting must address the meeting; and
 - (C) the matter must be open to debate. At the conclusion of debate, the motion of objection must be put to the vote.
 - (v) if the objection is to part only of the Report:
 - (A) the delegate objecting must name the recommendation or recommendations to which he or she objects;
 - (B) the recommendation or recommendations to which objection has been taken must be considered separately in the order in which they appear in the Report;
 - (C) the recommendation or recommendations must be read to the Assembly if requested by the President;
 - (D) the Delegate objecting must move accordingly (and may, as part of such motion, move that the recommendation be amended) but without speaking to his or her objection (or objection and amendment);
 - (E) the mover of the motion of objection (or objection and amendment) may speak to it; and
 - (F) the matter must be open to debate. At the conclusion of debate, the motion of objection must be put to the vote.
 - (vi) When all objections (or objections and amendments) to the Report have been determined, the President must say: "*The question is that the Report be adopted*" or "*The question is that the Report as amended be adopted*" and he or she must put the question to the vote accordingly.
 - (vii) Upon the adoption of the Report by Assembly, each recommendation contained in the Report as adopted becomes a Resolution of the Assembly.

1.9 Notices of motion

- (a) A notice of motion must be in writing signed by a Delegate, and be lodged with the President in sufficient time for each Delegate to receive at least 21 days notice of such notice of motion.
- (b) The full text of any such notice of motion must be included on the agenda.
- (c) *(repealed)*
- (d) Except by leave of Assembly, each notice of motion before any meeting must be considered in the order in which they were received.
- (e) If a Delegate who has given a notice of motion:
 - (i) is absent from the meeting; or
 - (ii) fails to move the motion when called upon by the President, any other Delegate may himself or herself move the motion.
- (f) If a notice of motion has been given but is not moved at the relevant meeting, the notice of motion lapses.

1.10 Reports from Delegates

The duration of any Report from a Delegate of Assembly to another body is within the discretion of the President.

1.11 Urgent business

Business must not be admitted as urgent business unless it:

- (a) relates to or arises out of a matter which has arisen since distribution of the agenda; and
- (b) cannot safely or conveniently be deferred until the next Ordinary meeting.

2 Extraordinary meetings

- (a) The President or 20% of Delegates may by a written notice call an Extraordinary meeting.
- (b) The notice must specify the date and time of the Special meeting and the business to be transacted.
- (c) The President must convene the Extraordinary meeting as specified in the notice.
- (d) Unless all Delegates are present and unanimously agree to deal with any other matter, only the business specified in the notice is to be transacted.
- (e) Subject to any Resolution providing otherwise, the order of business of any Extraordinary meeting must be the order in which such business stands in the agenda for the meeting.

3 Time limit for meetings

- (a) An Assembly meeting must not continue for more than 5 hours excluding breaks, unless a majority of Delegates present vote in favour of its continuance.
- (b) In the absence of such continuance, the meeting must stand adjourned to a time, date and place to be then and there announced by the President.
- (c) Notice must be given to each Delegate of the date, time and place to which the meeting stands adjourned and of the business remaining to be considered.

4 Form of motions

- (a) A motion or an amendment must:
 - (i) relate to the powers or functions of Assembly;
 - (ii) be in writing, if requested by the President; and
 - (iii) except in the case of urgent business, be relevant to an item of business on the agenda.
- (b) A motion or amendment must not be defamatory or objectionable in language or nature.
- (c) The President may refuse to accept any motion or amendment which contravenes sub-Clause (a) or (b).
- (d) A motion or amendment cannot be withdrawn without the consent of the meeting.
- (e) The procedure upon any motion or amendment is that the mover shall read it without speaking to it and shall shortly state its nature and intent.
- (f) If a motion or an amendment is moved:
 - (i) the President shall ask: "*Is the motion or amendment opposed?*"; and
 - (ii) if no Delegate indicates opposition, the President shall declare the motion or amendment carried without discussion.
- (g) If any Delegate indicates opposition to a motion:
 - (i) the mover may address Assembly upon it;
 - (ii) it is open to debate;
 - (iii) the mover must, except in the case of an amendment or a motion which has been amended, be given a right of reply; and
 - (iv) the President must then put it to the vote.
- (h) An amendment shall be dealt with as follows:
 - (i) no notice need be given of any amendment.
 - (ii) the mover of a motion cannot move an amendment to it.
 - (iii) the mover of an amendment has no right of reply.
 - (iv) a second or subsequent amendment cannot be moved until the immediately preceding amendment is disposed of.
 - (v) If any Delegate intends to move a second or subsequent amendment he or she must give notice of that intention prior to the right of reply being exercised.
 - (vi) If an amendment is adopted it becomes the substantive motion and, as such, shall be put to the vote by the President.
 - (vii) A Delegate cannot move more than two (2) amendments in succession.

5 Rescission or alteration

- (a) No resolution at any Meeting of the Assembly shall be revoked or altered in any subsequent Meeting unless notice of the intention to propose such revocation or alteration is given to each of the Delegates at least 21 days before the meeting;
- (b) A notice of motion to rescind or alter a previous resolution of Assembly
 - (i) must be given to the President in sufficient time to enable at least 21 days notice to be given to all Delegates;
 - (ii) shall be deemed to have been withdrawn if not moved at the next meeting at which such business may be transacted; and
 - (iii) if it is a second or subsequent notice to revoke or alter an earlier resolution, it must not be accepted until a period of one (1) month has elapsed since the date of the meeting at which the first or last motion or revocation or alteration was dealt with.

6 Cases in which Delegates must rise when speaking

- (a) Except in the case of sickness or infirmity, a Delegate must rise when speaking at an Assembly meeting.
- (b) The President may remain seated when speaking at an Assembly meeting.
- (c) It is not necessary to rise when speaking at a Committee meeting.

7 Interruptions, interjections and relevance

- (a) A Delegate must not be interrupted except by the President or upon a point of order or personal explanation.
- (b) If a Delegate is interrupted by the President or upon a point of order or personal explanation, he or she must remain silent until the President has ceased speaking, the point of order has been determined or the personal explanation has been given (as appropriate).
- (c) A Delegate must not digress from the subject-matter of the motion or business under discussion.
- (d) The mover of a motion must not introduce fresh matter when exercising any right of reply.

8 Priority of address

In the case of competition for the right to speak, the President must decide the order in which the Delegates concerned will be heard.

9 Delegates not to speak twice to same motion or amendment

Except that the mover of a motion (other than a motion amending another motion) has the right of reply and that any Delegate may take a point of order or offer a personal explanation, no Delegate may speak more than once to the same motion or amendment.

10 Resumption of adjourned debate

If a debate is adjourned by motion, the Delegate moving the adjournment has the right to be the first speaker upon the resumption of debate unless he or she has already spoken to the motion or amendment.

11 Time limits

A Delegate must not speak longer than the time set out below, unless granted an extension by the meeting:

- (a)
 - (i) the mover of a motion or an amendment: 5 minutes;
 - (ii) any other Delegate; 3 minutes; and
- (b) the mover of a motion exercising a right of reply: 2 minutes.

12 Points of order

- (a) A point of order must be taken by stating:
 - (i) the matter complained of; and
 - (ii) the reason constituting the point of order;
- (b) A Delegate may take a point of order by drawing the attention of the President to:
 - (i) the fact that a Delegate is out of order; or
 - (ii) an act of disorder,despite the fact that the President or a Delegate is speaking at the time.
- (c) When called to order, a Delegate must sit down until the point of order is decided unless he or she is requested by the President to provide an explanation.
- (d) The President may take a point of order without it having been taken by a Delegate.

13 President to decide point of order

- (a) The President may adjourn the meeting to consider a point of order but must otherwise rule upon it as soon as it is taken.
- (b) The President must, when ruling on a point of order, state the provision of these Rules or the rule, custom or practice which is relied on in support of the ruling.
- (c) A point of order is an objection that the motion, amendment or statement made is:
 - (i) contrary to these Rules;
 - (ii) defamatory;
 - (iii) disloyal;
 - (iv) irrelevant ;
 - (v) irreverent;
 - (vi) obscene; or
 - (vii) outside Assembly's legal powers.

14 Disagreeing with President's ruling

- (a) A Delegate may move that the meeting disagree with the President's ruling on a point of order, by moving: "*That the President's ruling be dissented from*".
- (b)
 - (i) When a motion in accordance with this Clause is moved and seconded, the President must leave the Chair and a temporary President elected by the meeting (in the manner described in Rule 11 must take his or her place.)
 - (ii) The temporary President must invite the mover to state the reasons for his or her dissent and the President may then reply.
 - (iii) The temporary President then puts the motion in the following form: "*That the President's ruling be dissented from*".
 - (iv) If the vote is the negative, the President resumes the Chair and the meeting proceeds.
 - (v) If the vote is in the affirmative, the President resumes the Chair, reverses his or her previous ruling and then proceeds.
- (c) The defeat of the President's ruling is in no way a motion of censure or non-confidence, and should not be regarded so by the meeting.

15 President may speak

The President may address a meeting upon any matter under discussion, and is not deemed to have left the Chair on such occasions except that the President may, if he or she so wishes, vacate the Chair for the duration of any item under discussion whereupon the temporary President elected by the meeting shall take the Chair until such item has been disposed of.

16 Personal explanation

- (a) A Delegate may, at a time convenient to Assembly, make a brief personal explanation in respect of any statement (whether made at a Assembly meeting or not) affecting him or her as a Delegate.
- (b) A personal explanation arising out of a statement of a Assembly meeting must be made as soon as possible.
- (c) A personal explanation must not be debated except upon a motion to censure the Delegate who has made it.

17 Criticism of members of Consortium staff

- (a) A member of Consortium staff may make a brief statement at an Assembly meeting in respect of any statement (whether made at a Assembly meeting or not) affecting him or her as a member of Consortium staff or any member of Consortium staff under his or her control.
- (b) A statement under sub-Clause (a):
 - (i) in respect of a statement made at that Assembly meeting - must be made immediately the Delegate member concerned resumes his or her seat; and
 - (ii) in respect of any other statement - must be made at such time during the meeting at which the member of Consortium staff desires to bring it forward and as the President thinks appropriate.

18 Ordering withdrawal of remark

- (a) The President may require a Delegate to withdraw any remark which is defamatory, indecent, abusive, offensive, disorderly or objectionable in language, substance or nature.
- (b) A Delegate required to withdraw a remark must do so immediately without qualification or explanation.

19 Visitors to be silent

Visitors must not interject or take part in the debate. If any visitor is called to order by the President and thereafter again acts in breach of this Rule, the President may order him or her to be removed from the meeting.

20 President may adjourn disorderly meeting

If the President is of the opinion that disorder at the Assembly makes it desirable to adjourn the meeting, he or she may adjourn the meeting to a later time on the same day or to some later day as he or she thinks proper.

21 Repeating motion

- (a) Before any matter is put to the vote, a Delegate may require that the question, motion or amendment be read again.
- (b) The President without being so requested may direct the person taking the minutes of the meeting to read the question, motion or amendment to the meeting before the vote is taken.

22 Recount of vote

- (a) The President may direct that the vote be re-counted as often as may be necessary for him or her to satisfy himself or herself of the result.
- (b) Subject to these Rules, if there is an equal division of votes upon any question, the matter shall be determined in the negative.
- (c) Sub-clause (b) will not apply in the case of any election of the President.

23 Declaration of vote

The President must declare the result of the vote as soon as it is taken.

24 Recording of opposition to motion

Any Delegate may ask that his or her opposition to a motion adopted by the meeting be recorded. It must then be recorded in the minutes of the Assembly meeting.

25 Production of documents

- (a) A Delegate may, at an Assembly meeting, require the production of any documents kept in the Consortium offices and directly relevant to the business being considered.
- (b) Upon any such demand, best endeavours must be made to produce the documents.

26 Recording Proceedings

- (a) The President (or other person authorised by the President) may record on suitable audio recording equipment all the proceedings of an Assembly meeting.
- (b) Subject to sub-clause (a), a person must not operate audio or other recording equipment at any Assembly or meeting without first obtaining the consent of the President. Such consent may at any time during the course of such meeting be revoked by the President.

27 Suspensions

Assembly may suspend from a meeting, and for the balance of the meeting, any Delegate whose actions have disrupted the business of Assembly, and have impeded its orderly conduct.

28 Removal from chamber

The President, or Assembly in the case of a suspension, may ask a member of the Police Force to remove from the meeting any person who acts in breach of these Rules or whom the President has ordered to be removed from the meeting.

29 Special Committees

- (a) If Assembly establishes a Special Committee all of the provisions of Rule 10 of these Rules shall apply with any necessary modifications or adaptations.
- (b) For the purposes of sub-clause (a), a reference in rule 10 to
 - (i) an Assembly meeting is to be read as a reference to a meeting of the Special Committee;
 - (ii) a Delegate is to be read as a reference to a member of the Special Committee; and
 - (iii) the President is to be read as a reference to the Convenor of the Special Committee.

30 Application Specifically

Notwithstanding Standing Order 29, if Assembly establishes a Special Committee:

- (a) Assembly may; or
- (b) that Special Committee may, with the approval of Assembly resolve that any provision or provisions of Rule 10 is or are (as appropriate) not to apply, whereupon that provision or those provisions shall not apply until Assembly resolves, or the Special Committee with the approval of Assembly resolves, otherwise.

APPENDICES

APPENDIX 1 - CHARTER OF MELBOURNE COMMUNITY TELEVISION CONSORTIUM LTD

Article 19 of the Universal Declaration of Human Rights:

Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

Article 27 (1) of the Universal Declaration of Human Rights:

Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancements and its benefits.

AIMS AND OBJECTIVES

Recognising the commitment by the Australian Government and community to the Universal Declaration of Human Rights, and in particular in response to Articles 19 and 27 (1) of that Declaration, and recognising that the above rights are currently not available to all individuals and groups within Australian society, Melbourne Community Television Consortium exists to pursue its aims and objectives as expressed in its Statement of Purpose.

Towards achievement of these aims and objectives, Melbourne Community Television Consortium undertakes to develop strategies to address the following principles which constitute its charter.

PRINCIPLES TO ENSURE ACCESS

Melbourne Community Television Consortium, either directly or through its members, allows, encourages and supports the active participation of those individuals and community groups who would otherwise be denied access to television production and transmission, in its activities and decision making. Such individuals and groups are the constituents of the Consortium.

In the first instance, MCTC will encourage and support its constituents to become members of Community Television groups and to work within and through these groups to develop and present programs. Secondly, MCTC will encourage and support its constituents to form Community Television groups where such needs are recognised and defined by the community. MCTC will encourage and support such Community Television groups to become members of the Consortium.

The Consortium will support the access of its constituents through the provision of:

- information about and access to existing Community Television groups;
- advice and organisational support in the formation of Community Television groups;
- access to advice, facilities (where available) and other support from Community Television groups, in the production and transmission of programs;
- training in specific skill areas.

PRINCIPLES TO ENSURE STANDARDS

MCTC will constantly monitor the performance of Community and other television media in order to:

- provide a critical analysis of the medium and of the representation of community television and its supporters;
- ensure that community television programming originates from, caters for and is representative of its constituents.

MCTC will ensure that its constituents are able to make and transmit their own programs, and/or determine their representation by program makers of their own choice.

MCTC will ensure that its programming does not discriminate against its constituent through the production and transmission of images and views that misrepresent or sensationalise them or that are racist, sexist or otherwise exploitative.

In particular, MCTC will support and encourage the production and transmission of programming that is made by and for young people, by and for women, by and for indigenous people, and by and for people who are disabled.

MCTC will, through its Programming Committee, ensure that program scheduling acknowledges the needs of local and specific issue communities, of specific groups within the communities, as well as the needs of a general audience. In particular, attention will be paid to the appropriate scheduling of programs with reference to the needs of young people.

MCTC will adopt a statement of Program Policy that addresses details of programming principles and strategies:

1. Consortium programming will represent a diversity of interests and content.
2. Consortium programming will include Community Access Programming and programming attracting a general audience.
3. Community Access Programming will be selected irrespective of its ability to attract sponsorship or other forms of revenue.
4. General Audience Programming can be selected on its ability to attract audience and is intended to generate revenue.
5. Provision will be made for local, city-wide, state, national and international programming, with an emphasis on local and Australian content.
6. Members will be guaranteed access to airtime within a given period.
7. Members may be allocated access to specific time-slots for a given period.
8. The Programming Committee will initiate requests for programs from communities under-represented in station programming and, where possible, facilitate those communities in their capability to produce.
9. The Programming Committee is responsible for ensuring adequate and on-going audience feedback mechanisms.
10. Programming submitted by groups must comply with the Code of Practice lodged by the Consortium/sector with the ACMA, but will otherwise be uncensored.

MCTC will always ensure that a majority of its programming is of Australian origin and content.

PRINCIPLES TO ENSURE SUPPORT

MCTC will develop outreach initiatives to extend knowledge of and support for its activities amongst individuals and community groups that comprise the MCTC constituency. It will encourage its constituents to become active members of Community Television groups and of the Consortium.

MCTC will adopt and maintain a constitution and structure that will ensure democratic access to and control by members of the Consortium.

MCTC will constantly seek to extend its support amongst its constituents and to be responsive to the needs of that constituency.

MCTC will develop and transmit programs that reflect the needs and interests of its constituency.

In turn, MCTC will derive on-going financial support from a diversity of sources that represent its constituency and their needs and interests. This will include:

- membership by Community Television groups;
- associate membership from other groups that support MCTC;
- subscriptions from viewers and supporters;
- co-promotions of events;
- sale of materials associated with production and transmission;
- sale of transmission time to educational bodies;
- sponsorship of programs by appropriate bodies.

Sponsorship will be sought and accepted from bodies, organisations and corporations whose aims, activities and products are in accord with the broad aims and objective of MCTC. A range of sponsorship rates will be developed to represent the diverse range of sponsorship possibilities and the capabilities of bodies to support MCTC.

INTRODUCTION

This grievance and conciliation procedure is aimed at protecting the right of access for all members of and to Melbourne Community Television Consortium. Conflict resolution is to be aimed at in all problem situations by way of reference to the station charter and policy documents. The following procedures should only be resorted to where peaceful conflict resolution has been tried and failed. Where possible a grievance committee shall be of equal gender balance.

COMPLAINTS AGAINST DIRECTORS OF THE BOARD OR PROGRAMMING COMMITTEE

The complainant should firstly communicate directly with the person or persons involved in the dispute. If there is no resolution, the complainant should then speak to a Director of the Board or member of the Programming Committee (as appropriate). If a resolution is not forthcoming at this level, then the Board of Directors or Programming Committee (as appropriate) shall call a meeting between the parties in question and mediate at this meeting. If there is no solution at this stage, then the Board of Directors or Programming Committee (as appropriate) shall make a recommendation to try to resolve the issue. If this recommendation is not accepted, then the complaint is to be discussed at the next meeting of the Assembly where it shall be voted on and that decision shall be final.

COMPLAINTS AGAINST MEMBERS OR AFFILIATES

The first level of complaint against Members or Affiliates shall be by way of presentation of the issue to a Director of the Board or member of the Programming Committee (as appropriate) who will determine the validity of the complaint and propose a resolution in accordance with reference to the Charter, the Rules and the Programming Committee. The complaint is to be in writing and signed. If the complaint is still not resolved, then the matter is to be taken to the next scheduled meeting of the Assembly and shall be voted on and that decision shall be final.

COMPLAINTS BY AND AGAINST VOLUNTEERS

Any volunteer who has a grievance against another person or any person who has a grievance against a volunteer, arising out of or in relation to the volunteer's work with the Consortium must be treated fairly in relation to the resolution of the grievance and in confidence.

The Consortium must attempt to have the grievance resolved by negotiation and discussion between the relevant parties. The grievance should be made to the Volunteers Co-ordinator or, if there is no person in that role, the General Manager as soon as practicable. The grievance should be communicated to the person against whom the complaint is made, and the parties and the Co-ordinator should then seek to resolve the grievance and/or remedy the cause of the dispute.

If the grievance is not resolved or remedied within 14 days the matter should be referred to the General Manager to seek a resolution or remedy. If the matter still remains unresolved or unremedied within 14 days of being referred to the General Manager then it shall be referred to the Board of Directors. The Board of Directors shall in its discretion determine the process to be adopted to resolve or remedy the grievance or to make a decision in respect of the matter. The Board of Directors' decision on the grievance shall be final and not capable of appeal.

COMPLAINTS AGAINST STAFF

The complainant should firstly communicate directly to the person or persons involved in the dispute. If there is no resolution the complainant should then present it to the Board of Directors. At the Board Meeting a 'complaints committee' consisting of at least one male and one female, shall be elected to meet with the complainants to hear and resolve the complaint. A full written report on this meeting is then to be presented to the next Board meeting in confidence. If the 'meeting' has not successfully resolved the complaint then the Board of Directors shall make a recommendation for a resolution. If this recommendation is not accepted then the complaint is to be discussed at the next Assembly where it shall be voted on and that decision shall be final.

COMPLAINTS RELATED TO ACCESS TO AIRTIME

Programming Team decisions related to access to airtime are made on the basis of the Constitution, the Programming Policy and the Transmission Agreement. Access to airtime appeals relate to C31's denial of airtime or denial of continued access to airtime to member productions. Appeals should be submitted to the Appeals and Grievances Panel, comprising the General Manager and two voting members of the Programming Committee. The Programming Team should submit in writing the reasons for the decision to deny or discontinue access to airtime to the Panel. The Panel will assess whether the decision was made on the correct basis, referring to the Constitution, Programming Policy and Transmission Agreement, and view a copy of the Program. The decision of the Panel shall be binding.

DISPUTES AND MEDIATION

1. The grievance procedure set out in this rule applies to disputes under these Rules between:
 - (a) a member and another member; or
 - (b) a member and the Consortium.
2. The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
3. If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
4. The mediator must be:
 - (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement:
 - (i) in the case of a dispute between a member and another member, a person appointed by the Board of Directors; or
 - (ii) in the case of a dispute between a member and the Consortium, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
5. A member of the Consortium can be a mediator.
6. The mediator cannot be a member who is a party to the dispute.
7. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
8. The mediator, in conducting the mediation, must:
 - (a) give the parties to the mediation process every opportunity to be heard and
 - (b) allow due consideration by all parties of any written statement submitted by any party; and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
9. The mediator must not determine the dispute.
10. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act otherwise at law.

SCHEDULE 1

APPLICATION FOR MEMBERSHIP OF OR AFFILIATION WITH MELBOURNE COMMUNITY TELEVISION CONSORTIUM LTD

(Full name of Applicant Group)

of _____

(Address)

desires to become a Member / Affiliate (*select one*) of Melbourne Community Television Consortium Ltd

In the event of the admission of the Applicant Group as a Member or Affiliate, the Applicant Group agrees to be bound by the Charter, Rules and procedure of the Consortium for the time being in force.

Signature of Applicant Group Representative

Date

SCHEDULE 2

FORM OF APPOINTMENT OF PROXY – SINGLE DELEGATE

PART A

I, _____
(name)

of _____
(address)

being a Delegate of _____
(Member)

hereby appoint _____
(name)

of _____
(address)

also being a Delegate of that Member as my proxy to vote on my behalf at the Assembly meeting of the Melbourne Community Television Consortium Ltd to be held on _____ (date of meeting) and at any adjournment of that meeting. My proxy is authorised to vote as indicated on the resolutions as listed below.

Signed _____

Date _____

FORM OF APPOINTMENT OF PROXY - MEMBER

PART B

_____ *(Member)*

of _____ *(address)*

being a Member of Melbourne Community Television Consortium Ltd hereby appoint

_____ *(Member)*

of _____ *(address)*

also being a Member, as a proxy to vote on our behalf at the Assembly meeting of the Melbourne Community Television Consortium Ltd to be held on _____ *(date of meeting)* and at any adjournment of that meeting. My proxy is authorised to vote as indicated on the resolutions as listed below.

Signed _____

Date _____