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**AGENDA** for the RNSWCC Annual General Meeting of Members to be held Wednesday 5 November 2025 at 7.30pm in the Amenities Building, The Bill Spilstead Complex for Canine Affairs, 44 Luddenham Road, Orchard Hills.

**1. PRESENT**

**2. APOLOGIES**

**3. CONFIRMATION OF THE MINUTES**

Confirmation of the Minutes of the Annual General Meeting of Members held 6 November 2024, published in the April 2025 Gazette.

**4. CHAIRMAN'S REPORT**

**5. CONSIDERATION OF SECRETARY'S REPORT**

**6. CONSIDERATION OF DIRECTORS' REPORTS**

**7. CONSIDERATION OF FINANCIAL REPORT – FOR THE YEAR-END 30 JUNE 2025**

**8. NOTICES OF MOTION**

**8.1 A Khamis 2100041311 to move by Special Resolution**

**THAT** the RNSWCC Articles of Association, Part II – Membership be amended to include a new clause, after Clause 9: Junior Membership, numbered 9A, to read as follows:-

**9A Community Membership**

- (a) The Board of Directors may admit as a Community Member a natural person who has attained the age of 16 years and who wishes to participate in canine activities that do not involve conformation showing or dog breeding, including but not limited to obedience, agility, scent work and other ANKC Ltd recognised dog sports.
- (b) A Community Member:-
  - (i) shall not be eligible to hold any office under the Articles or to submit their name as a candidate for appointment as a Judge;
  - (ii) shall not be entitled to vote at any meeting;
  - (iii) shall not be entitled to hold a prefix or register a litter;



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- (iv) shall not be eligible for nomination to, or election as a member of, the Board of Directors and may not vote in any ballot in any such election.
- (c) Subject to the limitations in Clause (b), above, a Community Member shall be entitled to enjoy the privileges of membership including the right to:-
- (i) enter and participate in ANKC Ltd approved dog sports and activities conducted by or under the licence of RNSWCC;
  - (ii) receive member communications and access relevant resources;
  - (iii) be a member of a sporting or training affiliated club.
- (d) A Community Member shall pay an annual subscription **equal to 40%** of the full membership fee or such other amount as the Board of Directors may from time to time determine.
- (e) The application for Community Membership shall be made in the form prescribed by the Board of Directors and shall be subject to approval in the same manner as a standard membership application.

**RATIONALE:**

*This new membership class is designed to provide an inclusive and accessible entry point for dog lovers who would like to be active in canine sports but are not breeders or conformation exhibitors. By offering a tailored membership category that suits their interests and needs, DOGS NSW can:-*

- **Grow its membership base** by welcoming a broader spectrum of dog owners and sport participants;
- **Increase public awareness and relevance** of the organisation by encouraging greater community engagement and visibility across all dog disciplines;
- **Strengthen affiliated sporting clubs** by making it easier for new participants to get involved and become part of the formal DOGS NSW framework;
- **Support the long-term sustainability** of canine sports through increased participation, education and connection with our wider membership network.

*This proposal does not alter or affect the rights and privileges of existing breeder or conformation members. Instead, it complements current membership categories by opening the door to a wider community of responsible dog owners. This initiative aligns with our mission to be the peak body for all dogs in New South Wales and to support the responsible enjoyment of dogs in every form.*



## 8.2 A Khamis 2100041311 to move by Special Resolution

**THAT** the RNSWCC Articles of Association, Part II-Membership: Cessation of Membership, Clause 10(d) which reads as follows:-

10. A person shall cease ipso facto to be a member of RNSWCC:
- (d) If the annual subscription for the forthcoming membership year payable pursuant to Article 14 has not been paid within 30 days of the end of the previous membership year; **(11/17)**

**Be amended to read:-**

10. A person shall cease ipso facto to be a member of RNSWCC:
- (d) If the annual subscription for the forthcoming membership year payable pursuant to Article 14 has not been paid **by 30 June of each year** ~~within 30 days of the end of the previous membership year;~~ **(11/22)**

### **RATIONALE**

This amendment seeks to update Article 10(d) to reflect the transition to a **common membership expiry date of 30 June**, which was introduced in 2018 to simplify administration and provide consistency across the membership base.

Under the previous system, membership expirations were staggered, and members were given only one month's notice to renew, however, under the current structure, **renewal invoices are issued from 1 April each year**, providing all members with **three full months' notice** to renew their membership by 30 June. Therefore, the continuation of a 30-day grace period into July is no longer necessary.

In fact, maintaining this grace period undermines the clarity and purpose of the common expiry date, creating confusion among members as to when their membership actually ends. More importantly, it complicates the administration of Board elections, as the Articles define voting eligibility based on financial membership. Retaining a grace period creates inconsistencies between the Articles and practice, making it harder to determine eligibility with certainty.

By amending Article 10(d) to state that membership ceases **on 30 June if the renewal has not been received**, the organisation will:

- Reinforce the consistency and purpose of the common renewal date,
- Reduce member confusion around expiry and renewal deadlines,
- Ensure compliance with the Articles regarding election eligibility,
- Improve the integrity and accuracy of electoral roll preparation,
- Streamline administrative processes and communications.

This amendment represents a practical and necessary alignment of the Articles with current operational procedures.



*Finally, Australian law does not mandate a grace period for membership payments. Australian law places the responsibility of setting terms and conditions, including grace periods for membership payments, on the individual organisation or club. Therefore, whether a grace period is offered, and for how long, is determined by the specific membership agreement between the organisation and the member.*

### **8.3 C Rafton 2000121100 to move by Special Resolution**

**THAT** the RNSWCC Articles of Association, Part III-The Board of Directors – Chairman and Deputy Chairmen, Articles 39 to 41, which read as follows:-

39. *At the conclusion of the annual general meeting or as soon thereafter as may be practicable the Board of Directors shall, subject to Article 39, elect from amongst their number:*
- (a) a Chairman of RNSWCC;*
  - (b) four Deputy Chairmen of RNSWCC, one of whom shall be the Senior Deputy Chairman.*
40. (a) *No person may hold the office of Chairman for more than 3 consecutive years;*
- (b) a person who has held the office of Chairman for 3 consecutive years is not eligible for further election to that office until the conclusion of the next succeeding annual general meeting.*
41. *Notwithstanding Article 38, the first Chairman and Vice-Chairman of RNSWCC shall be the persons who immediately prior to the adoption of these Articles held the positions of President and Vice-President of the Association. The persons thereby elected shall hold office until the first annual general meeting of RNSWCC.*

#### **Be amended to read:-**

39. At the conclusion of the annual general meeting or as soon thereafter as may be practicable the Board of Directors shall, subject to Article 39, elect from amongst their number:
- (a) a Chairman of RNSWCC;
  - (b) four Deputy Chairmen of RNSWCC, one of whom shall be the Senior Deputy Chairman.
40. (a) No person may **be elected to** hold the office of Chairman **for on** more than 3 consecutive **years elections as referred to in Article 39, above;**



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- (b) a person who has ~~held the~~ **been elected to hold** office of Chairman ~~for~~ 3 consecutive years **or part thereof;** is not eligible for further ~~election~~ **nomination** to that office until the conclusion of the next succeeding annual general meeting.

41. Notwithstanding Article 38, the first Chairman and Vice-Chairman of RNSWCC shall be the persons who immediately prior to the adoption of these Articles held the positions of President and Vice-President of the Association. The persons thereby elected shall hold office until the first annual general meeting of RNSWCC.

**RATIONALE**

*The intent of the original Article was to limit the term of any individual from serving in the office of President for more than 3 terms, evidenced on Page 10 of the 1991 'Memorandum of Association and Articles of Association' which states that exact word: "term". In 1993, this changed to 3 'years' and I have been unable to find any change as having been altered via a Notice of Motion on Agendas between those dates.*

*Legal interpretation now states that any person who wishes to be elected to the position of President can do so past the intended 3 x number of days in those years. An absence of a few weeks or months allows this restriction to be negated. That was never the intent, but rather to align itself with the 3 x 365/366 days re the election of Directors from the various Regions.*

**9. MEETING CLOSED.**

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Please note that members attending the AGM should ensure that your membership is financial as this will be checked upon entry.

**PROXY VOTING:** A Proxy Appointment Form has been published in the DOGS NSW Weekly Woof, on the DOGS NSW website and other media platforms. In addition, the Proxy Appointment Form has been distributed to members via Special Notice and is also included in the Annual Report available online at [www.dogsnsw.org.au](http://www.dogsnsw.org.au).

Completed Proxy Appointment Forms must be posted to the RNSWCC, PO Box 632, St Marys NSW 1790 or scanned/emailed to the Office, so as to be received by no later than **4.30pm on Monday 3 November 2025**.