By-Laws

Conditions of Membership

to the

The Australian Men's Shed Association

AMSA VISION

An Australia where all men have the opportunity to maintain and improve their health and wellbeing by participating in the Men's Shed Movement.

1. Scope

1.1. The purpose of this By-Law is to govern the eligibility criteria and the terms and conditions for membership of Australian Men's Shed Association (**AMSA**).

1.2. The Board is responsible for the governance of AMSA and determining eligibility for and conditions of membership. The Board has approved this By-Law as an important document for the unification of the Men's Shed Movement and for AMSA maintaining a high standing within the community.

2. Membership Structure

2.1. There are two distinct categories of membership to AMSA:

(a) AMSA State Association Members; and

(b) AMSA Men's Sheds Members.

3. Eligibility Criteria for Membership

3.1. AMSA State Association Members and AMSA Men's Shed Members are each required to meet separate eligibility requirements for admission to and ongoing membership with AMSA.

AMSA State Association Members

3.2. AMSA may admit to Membership a body corporate as an AMSA State Association Member which:

(a) is an incorporated and compliant association in accordance with the relevant associations legislation in the respective state;

(b) has as a major objective the advancement of health and welfare of men through the promotion, establishment and management of Men's Sheds and other related or ancillary activities;

(c) agrees to observe and comply with the AMSA Constitution, and any By-Laws, rules and other conventions of AMSA as adopted or amended from time to time;

(d) agrees to accept all AMSA Men's Shed Members physically located in its State as members;

(e) has applied for membership in accordance with the form determined by the Board from time to time;

(f) does not have illegal aims, objectives or practices;

(g) is not disrespectful or harmful to other people or sections of the community;

(h) does not discriminate against membership on the basis of race, creed, sexual preference or age;

(i) is not aimed primarily at promoting particular political or religious views or practices;

(j) is committed to workplace safety and the safety of its members and public;

(k) has disciplinary arrangements for its members and the processes to be followed; and

(l) is not member of any other Men's Shed association not affiliated with AMSA.

3.3. For the avoidance of doubt, there may only be one State Association Member for each State or Territory at any time.

AMSA Men's Shed Members

3.4. AMSA may admit to membership an organisation in the Men's Shed category of membership which:

(a) is an incorporated association in accordance with the relevant associations legislation in the respective state which operates a Men's Shed;

(b) is a community-based, non-profit, non-commercial organisation that is accessible to all men[1] and whose primary activity is the provision of a safe and friendly environment where men are able to work on meaningful projects at their own pace in their own time in the company of other men, or such other criteria as determined from by the Board time to time;

(c) are insured by AMSA insurance or another insurer approved by the Australian Prudential Regulation Authority (**APRA**) in respect of Public & Products Liability, Voluntary Workers Personal Accident, Association Liability & Property Insurance;

(d) has as a major objective the advancement of the health and welfare of its Shedders;

(e) agrees to observe and comply with the AMSA Constitution, and any By-Laws, rules and other conventions of AMSA as adopted or amended from time to time;

(f) agrees and applies to become a member of the State Association Member in the State which the organisation is physically located.

(g) does not have illegal aims, objectives or practices;

(h) is not disrespectful or harmful to other people or sections of the community;

[1] Upon application, AMSA may admit to membership a Men's Shed, which conforms to the above definition in all respects, notwithstanding that its membership is restricted to Aboriginal or Torres Strait Islander members for cultural purposes, or restricted to residents of private facilities such as Aged Care and Residential Care facilities.

(i) does not discriminates against membership on the basis of race, creed, sexual preference or age;

(j) is not aimed primarily at promoting particular political or religious views or practices;

(k) does not have a name that is similar to an existing AMSA Men's Shed Member in the same local geographical location;

(l) has a primary purpose that is not becoming or assisting the development of a Men's Shed as defined above;

(m) is not a Men's Shed in name only and is not intent on becoming a Men's Shed as defined, or if its priority of operation as a Men's Shed is secondary to other purposes;[2]

(n) is committed to workplace safety and the safety of its members and public;

(o) has disciplinary arrangements for Shedders and the processes to be followed

4. Ongoing conditions of Membership

AMSA State Association Members

4.1. In addition to continuing to meet the eligibility requirements for membership set out at clause 3.1, a State Association Member must satisfy the following as conditions of membership with AMSA:

(a) agree to be covered by AMSA insurance;

[2] This provision will not apply where an auspicing or sponsoring organisation may have a number of projects of which the Men's Shed is one such project.

(b) ensure its governing documents are consistent with the AMSA Constitution and By-Laws;

(c) only accept Men's Sheds as members if they are AMSA Men's Shed Members;

(d) demonstrate that all regions of the respective State are represented on the governing body of the State Association Member;

(e) not provide support or AMSA resources to Men's Sheds or other organisations which are not members of AMSA;

(f) provide a copy of the State Association's annual report incorporating audited financial statements to AMSA each year; and

(g) not conduct in competitive behavior with alternate group providers or sponsors to those engaged or provided by AMSA.

(h) State Association Members can not conduct conferences, expos or events that conflict or are competitive with AMSA scheduled events.

AMSA Men's Shed Members

4.2. In addition to continuing to meet the eligibility requirements for membership set out at clause 3.2, an AMSA Men's Shed Member must satisfy the following as conditions of membership with AMSA:

(a) ensure its governing documents are consistent with the AMSA Constitution and By-Laws;

(b) maintain a current insurance policy with AMSA insurance or another insurance provider approved by APRA in respect of Public & Products Liability, Voluntary Workers Personal Accident, Association Liability & Property Insurance; and

(c) not join or be a member of any other Men's Shed association that is not affiliated with AMSA.

5. Responsibilities of Members

5.1. AMSA is the peak national body in the unified Men's Shed Movement and is responsible for providing overarching administrative support to its Members and arranging and maintaining government and stakeholder backing for its Members through grants, sponsorships and other fundraising arrangements.

5.2. Members of AMSA have a number of ongoing responsibilities in the management and operation of their organisation which will not be undertaken by AMSA upon commencement of membership, which include, but are not limited to, the matters set out below.

AMSA State Association Members

5.3. AMSA State Association Members are responsible for:

(a) managing the affairs of the State Association, in particular financial administration and compliance with state based legislation;

(b) cooperating with and assisting AMSA in:

(i) building and maintaining relationships with State Governments and local government bodies;

(ii) building and maintaining relationships with state based affiliates and organisations with interests which are aligned with and supportive of Men's Shed objectives and the Men's Shed Movement; and

(iii) arranging and meeting funding and sponsorship arrangements for state based activities;

(c) complying with and promoting compliance with the AMSA Constitution, By-Laws, Policies, Management Guidelines and Procedures;

(d) providing support to AMSA Men's Shed Members within their respective State; and

(e) administering capacity building programs on behalf of the Board and National Office of AMSA with emphasis upon compliance with workplace health and safety; managing volunteers and effective management of Men's Sheds.

AMSA Men's Shed Members

5.4. AMSA Men's Shed Members are responsible for:

(a) the internal management of their respective Men's Shed and relationships with sponsoring organisations;

(b) effective management of workplace health and safety at their shed in accordance with applicable laws;

(c) maintaining a balance between their Shedders' projects, projects for their Shed and projects and the provision of other support to the wider community;

(d) where occupying a shared space or space provided by another organisation, ensuring that effective consultation is established and made with the other organisation and a clear agreement sets out the individual and shared responsibilities for workplace health and safety;

(e) complying with and promoting compliance with the AMSA Constitution, By-Laws, Policies, Management Guidelines and Procedures;

(f) displaying approved signage indicating that the Men's Shed is a member of AMSA;

(g) forming affiliations with other AMSA Men's Shed Members for networking or resource sharing purposes, without subverting, displacing or adversely impacting the role of either an AMSA State Association Member or AMSA; and

(h) forming affiliations with other specialist groups that would assist the Men's Shed and its Shedders acquire skills or

information to assist the promotion of men's health.

6. Privileges of Membership

AMSA State Association Members

6.1. As a privilege of membership with AMSA, AMSA will provide AMSA State Association Members with:

(a) a list of AMSA Men's Shed Members in the applicable State;

(b) insurance cover with AMSA insurance;

(c) an AMSA email account and website domain to maintain a unified national identity;

(d) access to the AMSA server and AMSA Membership Database;

(e) access to any corporate management systems, manuals, management guidelines and other AMSA resources;

(f) access to preferential discount arrangements with AMSA's insurers, suppliers or sponsors.

6.2. As a condition of access to the AMSA Membership Database, AMSA State Association Members acknowledge and agree that:

(a) AMSA is the owner of the information contained within the AMSA Membership Database;

(b) only the delegated person or persons from the AMSA State Association Member will have access to the system;

(c) use of the AMSA Membership Database must be appropriate and in furtherance of the Men's Shed Movement and such use will be governed by AMSA's IT Policy;

(d) the information in the AMSA Membership Database must be kept confidential and private;

(e) AMSA will provide a website domain to maintain a unified approach, including linkages to AMSA resources.

AMSA Men's Shed Members

6.3. The privileges of membership afforded by AMSA to a Men's Shed will vary according to the category of membership subscribed to by that member. The categories of AMSA Men's Shed Members are set out in the By-Laws Categories of AMSA Men's Shed Members.

7. Funding and Sponsorship Arrangements

7.1. As AMSA is the peak body of the Men's Shed Movement in Australia, Members acknowledge that in the interests of presenting a unified front to Governments and other stakeholders, it is intended that all government grants, sponsorship and partnership arrangements and other funding agreements will only be sought and entered into by State Association Members following consultation with AMSA.

7.2. As a condition of membership with AMSA, State Association Members agree that they will only seek or enter into government grants, sponsorship or partnership arrangements and any other funding agreements following consultation with AMSA, to ensure that any such agreement is aligned with AMSA's current arrangements and objectives and will not replicate or compromise AMSA's existing services.

8. Intellectual Property and Copyright

8.1. For the purpose of this By-Law, 'Intellectual Property' means the resources and conceptual ideas of the AMSA including, but not limited to, projects, printed material, electronic services, websites, terms and phrases and research that have been developed by the human resources, contractor and funding bodies of AMSA.

8.2. All material published by AMSA either on the website, or in hardcopy forms part of the Intellectual Property of AMSA and as such copyright is vested in AMSA. It may not be made available to, or used by non-members of AMSA in any form. Members of AMSA may publish this material on their website by directly linking with the AMSA website,

provided that the linkage explains that they are being transferred to the AMSA website and is subject to copyright.

8.3. Members must not provide any copyright materials or Intellectual Property of AMSA to any third party without the prior written consent of AMSA.

8.4. Any other requests to use any copyright material in any form must be in writing setting out the nature of the material to be used, the purpose and whether any amendments are proposed to be made. Any assignment of copyright will be limited regarding usage and the time for which it will be available.

8.5. Some AMSA material may include the name of the author, in these cases the author has asserted their moral rights to the document and it may not be altered in any way whatsoever without the consent of the author.

9. Use of AMSA Branding by Members

9.1. The AMSA logo, the term 'Shoulder to Shoulder' and other forms of branding associated with promotion of AMSA conferences and specific programs are the property of AMSA and may only be used in the prescribed format and with the prior consent of AMSA.

9.2. AMSA State Association Members must display the AMSA logo on each page of their website and all other publications clearly identifying that they are a Member of AMSA and part of the Australian Men's Shed network.

9.3. AMSA State Association Members must reciprocate linkages from the AMSA website on their website and refer to available resources.

9.4. Members of AMSA are permitted to use the AMSA logo within their own marketing mediums (including, on websites, signage, clothing, print) on the following conditions:

(a) the logo cannot be altered in any way or included as part of another logo;

(b) the logo must be displayed in full including the stated motto;

(c) the logo cannot be used by any Member that ceases membership or is expelled from AMSA, all such use of the logo must be removed immediately upon the cessation of membership;

(d) the AMSA logo may not be used on any material promoting any shed based activity or project that reflects AMSA's endorsement for the project unless prior written consent has been given for such.

9.5. Non Shed Auxiliaries are not permitted to use the AMSA logo or any other AMSA branding without the prior written consent of AMSA.

10. Insurance

10.1. AMSA State Association Members are automatically covered by the AMSA insurance policy as a privilege of membership with AMSA.

10.2. All AMSA Men's Shed Members must hold insurance cover under either the AMSA insurance policy or or another insurance provider approved by APRA in respect of Public & Products Liability, Voluntary Workers Personal Accident, Association Liability & Property Insurance.

10.3. AMSA has responsibility to ensure that insurance coverage is available to all Members in a cost effective way. Open or restricted tenders are called for on a periodic basis to achieve this. Coverage under the AMSA insurance policy includes:

(a) Public & Products Liability Insurance;

(b) Officers Insurance;

(c) Volunteers Insurance; and

(d) Property Insurance.

These are the essential insurance items that should be held by all AMSA Men's Shed Members. They are specified by Volunteering Australia as best practice for volunteer organisations.

10.4. AMSA Men's Shed Members which maintain insurance outside of the AMSA insurance policy, should review their insurance arrangements to ensure that the level of coverage includes each of the classes of insurance referred to above.

10.5. AMSA Men's Shed Members which opt to seek alternative insurance, must take care to ensure that the coverage provided by the APRA approved insurer clearly recognises the level of risk inherent in operating a Men's Shed and is not less than the level of coverage provided by AMSA's insurance policy.

10.6. AMSA Men's Shed Members which are insured other than by AMSA's insurance policy must provide a copy of a Certificate of Currency from the alternative insurance provider to AMSA. For Public & Products Liability, a policy certificate should be submitted yearly, noting the interests of AMSA and be for no less than $20,000,000 each and every claim.

10.7. It is essential that full disclosure of membership numbers is made when applying for insurance cover under the AMSA insurance policy or other appropriate similar coverage approved by APRA.

10.8. AMSA Men's Shed Members must ensure that full insurance is taken out for assets. Failure to do this will result in underinsurance and is clearly a breach of duty to the membership as the insurer will restrict their insurance coverage to the percentage of the risk actually insured. Equally it is important to disclose any risks perceived to fall outside of the identified risks covered in the insurer's policies. Also it is important to take up additional insurance coverage where the valuation of assets, buildings and equipment exceed the capped values in the AMSA insurance policy.

11. Workplace Health and Safety

11.1. It is important to acknowledge that there are significant workplace health and safety obligations that will apply in the environment in which

the Men's Sheds operate. To assist Members, AMSA has developed workplace health and safety publications in consultation with its insurer which are available for Member use.

11.2. These publications reflect AMSA's policy to take a common integrated system approach to managing safety throughout Men's Sheds which incorporates statutory as well as the common law principles. Such approach simplifies administration and ensures that the need to replicate tasks is kept to a minimum and that the key elements of risk management, providing adequate instruction, training and accreditation, together with record keeping and continuous improvement are carried out.

12. Cessation of membership

12.1. A Member will cease to hold membership with AMSA in accordance with the events provided for in the Constitution.

12.2. For the avoidance of doubt, a Member may be liable to be expelled from AMSA in accordance the Constitution if such Member fails to comply with these By-Laws, or any other By-Laws of AMSA.

12.3. Upon a Member's cessation of membership with AMSA, all rights and privileges of membership will cease, including but not limited to:

(a) access to any corporate management systems will be terminated and all manuals, management guidelines and other AMSA copyright materials must be returned to AMSA;

(b) access to any preferential discount arrangements with AMSA's insurers, suppliers or sponsors;

(c) the right to use the name "Men's Shed" in the name, literature, documentation of that body;

(d) the right to use or access any other AMSA branding, other intellectual property or other resources or information provided or owned by AMSA.

12.4. In the event that a State Association ceases to be a Member of AMSA, such State Association:

(a) will no longer be permitted to have as members Men's Sheds which are members of AMSA; and

(b) must immediately take steps to remove Men's Sheds which are members of AMSA from its membership.

12.5. In the event that a Men's Shed ceases to be a Member of AMSA, such Men's Shed will not be permitted to be a member of a State Association Member of AMSA.

13. Non-Shed Auxiliaries

13.1. For the purposes of this By-Law, a 'Non Shed Auxiliary' is an organisation that:

(a) is incorporated or auspiced by an incorporated body;

(b) supports the vision of the Men's Shed Movement; but

(c) is not a Men's Shed pursuant to AMSA's definition.

13.2. AMSA may from time to time enter into subscription arrangements to provide insurance, resources and other services to Non Shed Auxiliaries.

13.3. For the avoidance of doubt, a Non Shed Auxiliary is not a Member of AMSA and does not have any voting or other rights except as set out in the arrangement between the Non Shed Auxiliary and AMSA.

13.4. A Non-Shed Auxiliary may not represent themselves as a Men's Shed nor as a member of the Australian Men's Shed Association at any time or in any format.

14. Definitions

14.1. In this By-Law, all uppercased terms have the same meaning as set out in the Constitution, unless otherwise defined.

15. Review and publication of this By-Law

15.1. The Board is responsible for reviewing this By-Law to determine its appropriateness to the needs of the AMSA from time to time.

15.2. This By-Law may be amended by resolution of the Board.

15.3. The current version of this By-Law will made available on the AMSA website.