



## The Networker\$: Association's By-Law No.1: General Matters

### GENERAL and INTRODUCTORY

1. DEFINITIONS and INTERPRETATION
  - 1.1. “**Absence**” (whether capitalized or not) shall mean a meeting where a Member does not attend and does not provide a Substitute.
  - 1.2. The term “**application**” (or its verb, “**apply**”) refers to:
    - (a) the twice-yearly mandatory re-application by each member; and
    - (b) a new application made by a business to be a new member;
    - (c) an application by a past member to once again be a member;
    - (d) or, depending on context, the application form for that process.
  - 1.3. “**Association**” (whether capitalized or not) herein used herein shall mean “The Networker\$” as defined below.
  - 1.4. The term “**Attendee**” shall mean the authorized representative of a Seat-holder, whether designated as such in the application form or not.
  - 1.5. “**Board**” shall mean the Board of Directors of the association.
  - 1.6. “**Director**” (whether capitalized or not) means any person occupying the position of director by whatever name called.
  - 1.7. “**Member**” (whether capitalized or not) shall mean “a Seat-holder in good standing”.
  - 1.8. A member in “**good standing**” is an approved Seat-holder one who is up-to-date regarding membership fees and room rental fees and who is not in breach of the By-Laws, including and especially attendance requirements.
  - 1.9. “**Signatory**” means a person who is authorized to sign a cheque, draft or order for payment for the Association.
  - 1.10. “**Term**” shall mean a six-month term of membership, of which there are two in every financial year: the first commencing April 1<sup>st</sup>, and the second commencing October 1<sup>st</sup>.

- 1.11. “**Term Meeting**” shall mean the first meeting at the beginning of each new Term.
  - 1.12. These By-Laws may have other terms of art defined elsewhere herein.
  - 1.13. In these By-laws unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender as the case may be, or vice versa and references to persons shall include firms and corporations.
  - 1.14. Whenever "shall" occurs herein, the provisions of the clause in which it is contained must be interpreted as mandatory. Whenever "may" occurs herein the provisions of the clause in which it is contained shall be interpreted as being permissive. Whenever “includes” occurs it shall be taken to mean “includes but is not limited to”.
2. NAME and STATUS of the ASSOCIATION
    - 2.1. The name of the association shall be The Networker\$.
    - 2.2. The Networker\$ shall remain an unincorporated, voluntary association and shall not become any other kind of legal entity.

## **MEMBERSHIP**

3. APPLICATION FOR MEMBERSHIP and APPROVAL PROCESS
  - 3.1. All applications for membership shall be made on the mandatory application form and provided to “Membership”.
  - 3.2. Every Member is obliged to re-apply at the beginning of each Term.
  - 3.3. Membership has the authority to approve an application from a member.
  - 3.4. Where Membership:
    - (a) wishes to reject an application; or
    - (b) takes no position on an application;the decision to choose which, if any, succeeds lies solely with the Board.
  - 3.5. Where Membership receives two (2) or more applications for the same Seat Membership shall:
    - (a) make a recommendation as to which application is to be accepted; or
    - (b) take no position between the applications.The decision to choose which, if any, succeeds lies solely with the Board.
  - 3.6. In the event of denial of an application,

- (a) there is no recourse for an applicant who is not a Member;
  - (b) a rejected Member shall be entitled to call for a hearing by the Board to reconsider the rejected application, but the decision of the Board after such is final and cannot be appealed.
- 3.7. A business may apply to be admitted for any Term following the one in which they have been rejected; such an application shall be treated as a new application.
- 3.8. If a Member fails to apply at the beginning of any Term that Seat is now open for other applications, absent special permission from the Board.

#### 4. ATTENDANCE

- 4.1. Attendance may be by member's employee, or a contractor who is a functional part of the business, and such attendance shall not constitute an absence.
- 4.2. Each member shall be entitled to only two (2) absences (without a Substitute) in each Term. More than two (2) absences per Term will be considered to be an indication of intent to resign from the Networkers.
- 4.3. Attendance by Substitute is not an absence, subject to the requirements set out in "Seats and Seat-Holders".
- 4.4. The Board has the right to grant to a member a leave of absence or make exceptions to the foregoing attendance rules in situations of compelling personal need, but such grants are entirely at the discretion of the Board and are to be made only in cases of exceptional need.

#### 5. PUNCTUALITY

- 5.1. Members are expected to arrive no later than 0655h.
- 5.2. Members who arrive later than 0715h shall be deemed to be late, and a late arrival is deemed to be one-half of an absence.

#### 6. CERTIFICATE OF MEMBERSHIP

- 6.1. The Board of Directors may issue a Certificate of Membership to each member, and be attested to by the signature of the President and Membership.

6.2. The certificate shall remain the property of the Association, subject to recall by the Association on end of membership for any cause, in which case the member must immediately destroy or return the certificate.

7. FEES, *etc.*

7.1. Membership fees (also called “dues”) are to be fixed by the Board and approved by the members, and are due and payable at the beginning of each Term.

7.2. Room rental fees are to be fixed by the Board and approved by the members, and are due and payable at the beginning of each month.

7.3. Fees may be adjusted by the Board from time to time, and such changes require approval by the members.

7.4. Fees may be fixed at an amount which includes provision for a surplus to provide operating funds as required.

7.5. The semi-annual fees for membership shall be as set down and adopted by the Board of Directors of the Association from time to time.

8. NON- PAYMENT OF DUES/FEES

8.1. If fees or dues are not paid within 30 days of their due date, and written notice has been given to a delinquent member, their membership may be suspended or terminated by the Board at its discretion.

8.2. Such unpaid amounts shall remain a liability of such member.

9. RESIGNATIONS

9.1. Resignation from membership shall be in writing, directed to the Board and the member must deliver same to the President or Secretary.

10. FORFEITURE

10.1. Any member retiring or forfeiting their membership by expulsion, suspension or otherwise shall thereby and forthwith:

- (a) forfeit all claims to any interest in the property of the Association and /or any membership fee and room rental paid; and
- (b) return to the Association their certificate and any Association emblem; and
- (c) cease to represent themselves as Members of the Association.

## 11. REINSTATEMENT

- 11.1. Any member having been expelled for any cause shall be eligible for membership only in the manner prescribed for new members.
- 11.2. A suspended member may be reinstated by the Board if approved by a two thirds majority vote of the Directors present at a regularly called meeting of the Board, or by special meeting of the Board providing at least seventy two (72) hours notice of such special meeting has been given to every director.

## 12. PENALTY FOR LATE RENEWAL

- 12.1. If a delinquent member requests re-instatement of membership they will be required to pay the full amount of the semi- annual dues plus a penalty of \$35.00 for late payment.

## 13. TERM OF MEMBERSHIP

- 13.1. Each member is a member only for one Term.
- 13.2. Each member may apply at the end of its current Term to become a member for the next Term.
- 13.3. New or re-applying members may apply in the middle of a Term.

## 14. MEMBERSHIP APPLICATION FORM

- 14.1. The Board shall from time to time mandate and provide a given application form.
- 14.2. All such forms must designate the Seat-holder, Attendee and full name of the business.
- 14.3. All applications and re-applications shall be made in that mandated form.

## 15. RIGHTS and OBLIGATIONS

- 15.1. Active members in good standing shall have the right to vote for and hold office as Directors or serve as chairs of any committee, subject to any specific requirements mandated elsewhere in this By-Law.
- 15.2. All Seat-holders and Attendees are subject to the By-laws of the Association. Any violation by the firm or corporation or by any of their employees shall be deemed a violation by the Active Member.

15.3. The members of the Association shall conduct themselves in accordance with its By-laws and do all things in their power to further the aim and objective of the Association, which is to provide first-person and third party leads to other members for the benefit of their businesses.

## 16. MEETINGS – FREQUENCY; QUORUM; NOTICE; PROCEDURE

### *Frequency:*

16.1. Unless specifically cancelled in advance, members shall meet at 0655h on every Friday that is not a statutory holiday, save for the two week Christmas break.

16.2. Each and every weekly meeting may be used as a formal membership meeting

16.3. Other meetings may be held at such time and place as the President may decide and the members approve.

### *Quorum and Proxies*

16.4. The presence of at least one (1) member of the Board is required for a quorum.

16.5. A quorum for the transaction of business at any meeting shall be not less than fifty percent (50%) of the members, whether physically present or by proxy.

### *Proxies*

16.6. Proxy authorizations must be in writing, but email notice to the Secretary of such authorization is sufficient.

16.7. Proxies are valid only for one (1) meeting of any kind.

### *Notice*

16.8. No written notice need be given for regular weekly meetings or Term Meetings.

### *Procedure*

16.9. The most senior member of the Board (and seniority is shown by the order of the listing in 18.1) shall chair a members' meeting and may determine the order of business at any such meeting.

## 17. REMOVAL

- 17.1. There is no right to membership in this voluntary association.
- 17.2. Any member may have their membership terminated by majority vote at any meeting which has a quorum.
- 17.3. Termination is at the sole discretion of the members, and may be for any reason whatsoever that does not violate human rights legislation.

## SEATS and SEAT-HOLDERS

### 18. DEFINITIONS FOR THIS SECTION:

- 18.1. “**Business**” (whether capitalized or not) shall mean an individual, sole proprietorship, corporation or partnership created to engage in a designated profession or trade, or in a sub-speciality within same.
- 18.2. “**Seat**” (whether capitalized or not) shall mean a Networker\$ membership spot for a Business.
- 18.3. “**Seat-holder**” shall mean a Business carrying on business in south-western Ontario who has the right to occupy a Seat and who is so designated in the application and who is a member in good standing.
- 18.4. “**Substitute**” shall mean any person attending on behalf of a Member who is not:
  - (a) a Member’s employee;
  - (b) or a contractor who is a functional part of the Member’s business.
- 18.5. “**Unfilled Seat**” shall mean a designated profession or trade or a sub-speciality within same which the Networker\$ have identified as being one which they deem it a priority to have as a Member.

### 19. SEATS

- 19.1. A Member may occupy more than one (1) Seat for more than one (1) Business, but only subject to the limits of this “Seats and Seat-holders” section.
- 19.2. Where the Member occupies more than one (1) Seat it shall designate one (1) as primary and one (1) as secondary.
- 19.3. The Member may change which Seat is the Business’ primary and which is its secondary Seat.

- 19.4. The right to occupy a primary and a secondary seat does not exist where the primary and secondary Seats are carried on by Different Businesses. In such cases the Businesses are obliged to maintain and pay for separate Seats.
- 19.5. “Different Businesses” shall be determined by whether or not the Businesses in question are:
- (a) separate corporations; or
  - (b) separate registered businesses of the same corporation; or
  - (c) have separate professional or trade licenses;
  - (d) recognized as separate specialities within the profession or trade,
- 19.6. Each member occupying a primary and a secondary seat recognizes that the secondary seat is always held conditionally: the Networker\$ reserve the right to bring on a new member whose primary business will be that of the Member’s secondary seat.
- 19.7. Any dispute as to whether or not a Business is, in fact, two (2) or more different Business shall be determined by the Board, and there is no appeal from the decision of the Board.
- 19.8. Challenges:
- (a) Any Business may, at the time of Application(s), challenge another Business over the right to hold a given Seat.
  - (b) Any such challenge shall be determined by the Board.
  - (c) There is no appeal from the decision of the Board.
  - (d) There is no bar to reapplication, but the Board retains the right to bar any such reapplication.
- 19.9. Overlaps:
- (a) Any Members (or prospective Members) can agree between them where they approve and accept that their businesses overlap.
  - (b) The Board can accept approve and accept cases where the businesses of any Members (or prospective Members) overlap.
20. SUBSTITUTES
- 20.1. No Member may use a substitute more than six (6) times in any Term. More than six (6) attendances-by-Substitute(s) per Term will be considered to be an indication of intent to resign from the Networkers.
- 20.2. While the Networker\$ may maintain a substitutes list, the primary



- obligation to secure a Substitute lies with the Member.
- 20.3. In finding a Substitute, the Member is required to do its utmost to bring a Substitute representing a business which the Networker\$ have identified as an Unfilled Seat.

## **BOARD OF DIRECTORS**

21. COMPOSITION:
- 21.1. The affairs of the Association shall be managed by a board of five elected (5) directors, each director being directly elected to and occupying a specific office:
- (a) President;
  - (b) Vice President;
  - (c) Secretary;
  - (d) Treasurer;
  - (e) Membership.
- 21.2. The Immediate Past President:
- (a) shall act as an advisor to the Board upon completion of his or her term as President;
  - (b) shall not be a member of the Board and shall not have a vote.
- 21.3. Only members who have been members for at least one (1) year shall be eligible to serve on the Board.
22. ELECTION and TERM OF OFFICE
- 22.1. Election of directors of the Association shall take place at each Term Meeting.
- 22.2. Nominations and elections are by officer position.
- 22.3. Eligible members may nominate themselves, or may be nominated by another member, but no member is obliged to accept a nomination.
- 22.4. Voting for Directors:
- (a) The normal voting process shall be by a show of hands.
  - (b) Any member may request, and the members by a show of hands may approve, a vote by written, secret ballots. The Secretary shall be responsible for the provision, collection and counting of same, but in such case the Secretary shall not be eligible to vote.

- 22.5. All Directors elected shall serve for a term of six (6) months.
- 22.6. An elected Directors' term commences on May 1<sup>st</sup>, ending the next October 31<sup>st</sup>, and on November 1<sup>st</sup>, ending the next April 30<sup>th</sup>.
- 22.7. Replacement Directors appointed by the President partway through a term shall serve only for the remainder of the appointing President's term.
- 22.8. The President shall serve for one six (6) month term, but there is no term limit for any other officer.
- 22.9. The President cannot stand as President in the immediate subsequent term, but may stand for President after that, when eligible under these By-Laws.
- 22.10. The immediate Past President shall serve for a six (6) month term commencing at the end of his term of presidency.

### 23. LIABILITY

- 23.1. Neither the Board nor any Director shall be liable for any action taken or omitted by them in good faith, or for the acts of any agents, employee or attorney selected by the Board with reasonable care.
- 23.2. If deemed necessary and appropriate by the Board, all directors shall be provided with liability insurance with respect to the position of Director, with cost of said insurance paid for by the Association.
- 23.3. If an action is brought against the Networker\$ or against any one or more of the directors arising from the activities of the Networker\$ and/or their activities as directors of the Networker\$ then the Members shall jointly finance said litigation and pay any court judgments and/or court costs.

### 24. REMUNERATION

- 24.1. The Board may from time to time recommend (and the members must approve) remuneration for the Directors.
- 24.2. Directors shall be reimbursed for costs incurred in carrying out their duties as Directors.

### 25. VACANCIES

- 25.1. Vacancies on the Board, however caused, shall be filled from among the members by appointment of the President and approval of a majority of the Board.

25.2. In the event of a vacancy in the position of President, for whatever reason, this position will be filled by the Vice President for the remainder of the current President's term and a Vice-President shall be elected at the next meeting.

## 26. REPLACEMENT OR REMOVAL OF OFFICERS OR DIRECTORS

26.1. If any member of the Board shall resign their office, or without reasonable excuse absent themselves from three (3) or more Directors' meetings or be expelled from the association, the Board may by majority vote declare the said office vacant and ask the President to fill such vacancy by appointing a new Director.

26.2. Should the conduct or performance of duty of any Director be deemed inadequate, for any reason that is acceptable to a majority of the Board, then the President can replace such person in the manner prescribed in these By-laws.

26.3. If the officer judged inadequate is the President then any Director may, at the next or subsequent meeting, hold a vote seeking the removal of the President from office, said vote requiring a two thirds (2/3) majority vote to approve such action.

26.4. Any Director who ceases to be a member, for whatever reason, is automatically removed from his position.

## 27. PRESIDENT

27.1. The President of the Association shall be an Active Member who has served at least 6 months on the Board in the capacity of President or Vice-President at any time in the ten (10) years before his election, and has been an active member for at least one (1) year.

27.2. It shall be the duty of the President to preside at all meetings of the Association, to take care of the general interests of the Association and to ensure that the By-laws are enforced.

27.3. The President shall have the power to appoint members and chairs of any committee, subject to the approval of the Board at its first meeting following such appointment.

27.4. The President shall be an ex-officio member of any and all committees.

- 27.5. In the case of an equal vote on any motion the President's vote breaks the tie.
- 27.6. The Vice-President in one Term will automatically assume the position of President for the next Term, without election.
28. VICE PRESIDENT
- 28.1. In the absence of the President, the Vice President shall perform all duties normally handled by the President.
- 28.2. The Vice-President will be responsible for maintaining and monitoring internal membership, but may delegate such duties to individual members.
29. SECRETARY
- 29.1. It shall be the duty of the Secretary to keep control and custody of all records and minutes of all meetings of the Association, save and except where such records are the assigned responsibility of another member.
- 29.2. The Secretary shall be responsible for sending proper notice of all meetings and shall conduct any general correspondence in connection with the business of the Association including reporting to any Governmental Agency if required.
- 29.3. In the absence of the President and the Vice President, the Secretary shall perform all duties normally handled by the President.
30. TREASURER
- 30.1. It shall be the duty of the Treasurer to keep control and custody of all financial records of the Association, and shall make same available to any Director upon reasonable notice.
- 30.2. The Treasurer shall have control of all funds and property of the Association.
- 30.3. The Treasurer and one other authorized signing officer shall have the authority to pay any and all bills or accounts payable, up to a spending limit as set by the Board from time to time, without further consent from the Board as a whole. The Board must approve any amount in excess of such preset limit prior to payment.

30.4. It shall be the responsibility of the Treasurer to provide up-to-date financial statements of the Association when requested by the Board or by a majority vote of members.

### 31. MEMBERSHIP

31.1. Membership shall be responsible for the receipt and processing of applications, and for the acceptance of same, as detailed in this By-Law.

31.2. Membership shall endeavour to increase and encourage new memberships.

### 32. BOARD MEETINGS – FREQUENCY, QUORUM and NOTICE

#### *Frequency:*

32.1. The Board shall meet as often as deemed necessary by the President, or upon request of one Director.

#### *Location and timing*

32.2. These meetings shall be held at such time and place as the President may decide, providing that notice has been given to all directors.

32.3. Directors should meet in person to consider the business of the association. Teleconferences should only be used on matters considered urgent and requiring authorization before a proper meeting of the Board can be convened.

32.4. A total of three (3) Directors present at a meeting shall constitute a quorum.

32.5. The presence of at least one (1) of the following is required for a director's meeting quorum: President or Vice-President or Secretary.

32.6. Where both the President and the Vice President are absent, the Secretary shall chair a directors' meeting.

32.7. Notice may be given in any manner deemed appropriate by the President or Secretary, and same shall endeavour to confirm receipt of notice.

32.8. Meetings may be held on an *ad hoc* and/or without-notice basis with the consent of a quorum of directors.

32.9. Resolutions may be passed by a majority vote at any Directors' meeting.

### 33. COMMITTEES

33.1. The association shall have no standing committees.

- 33.2. The Board, from time to time, may authorize a member or group of members to address a given issue and to provide recommendations to the Board, and such specialized delegation shall be deemed a committee.
- 33.3. The members of any such committee may attend Board meetings at the request of the Board but do not have vote at such meetings unless they are Directors.
- 33.4. Any such committee expires at the end of the Term in which it was appointed unless the Board specifically authorizes it to continue past a given date.
- 33.5. No committee may exist for more than six (6) months without the approval of the membership.

## **FINANCES**

### **34. FUNDS OF THE ASSOCIATION**

- 34.1. All monies received by the Association shall be deposited forthwith by the Treasurer or such other authorized representative(s) as are appointed by the Treasurer in such Chartered Institution(s) that are decided upon by the Board from time to time.
- 34.2. All deposits shall be CDIC Insured.
- 34.3. Any and all funds collected shall be applied towards carrying out the objects of the Association, in accordance with these By-laws and the direction of the Board.

### **35. SIGNING AUTHORITY**

- 35.1. The Board may, from time to time, designate which other member(s) of the Board, current or past, may be a Signatory, but only such persons are eligible.
- 35.2. All cheques, drafts or orders for payment issued by the Association shall be signed by at least two (2) Signatories, one of whom must be the Treasurer.
- 35.3. The association is obliged to update bank documentation regarding authorized Signatories.

### **36. BORROWING POWERS**

- 36.1. The Association shall not be permitted to borrow money.

37. FISCAL YEAR

- 37.1. The fiscal year of the association shall commence on the 1st day of April and end on the 31st day of March.

**GENERAL MATTERS**

38. AMENDMENT OF BY-LAW(S)

- 38.1. These By-laws may be added to, altered, amended or repealed or replaced at any meeting of the Board by a majority of the directors present, providing that proper notice of any proposed change has been given to all Directors.
- 38.2. Any such change in the By-Laws must be approved by the Membership.

39. RESOLUTIONS

- 39.1. A resolution in writing, or Fax or e-mail signed by all Directors, whether together or in counterparts, shall be valid and effective as if it had been passed at a meeting of the Board, duly called and constituted.

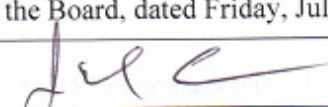
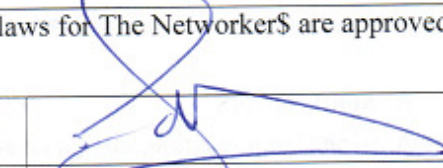
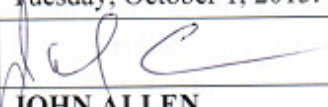
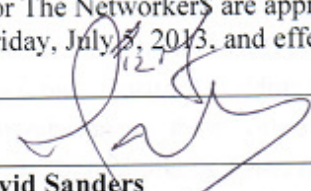
40. ASSOCIATION LOGO, CREST AND FORMS

- 40.1. An Association Logo, adopted by the Board, shall be the common Logo of the Association and the Board shall from time to time by resolution provide for its security and use.
- 40.2. The Board may from time to time adopt any mark, design, device, symbol or emblem for use by the Association or its members. Any Member may use such mark, design, devise, symbol or emblem on their stationary or advertising material.
- 40.3. Members may not under any circumstances use any such mark, design, devise, symbol or emblem on any legal or other forms without written permission being obtained from the Board.
- 40.4. It shall be a breach of these By-laws for any member to alter such material as indicated or to use any discontinued material of the Association.



41. MATTERS NOT COVERED; FURTHER BOARD POWERS
- 41.1. The Board shall have the authority to make decisions regarding:
- (a) matters not covered by these By-Laws;
  - (b) interpretation and application of these By-Laws;
  - (c) any and all other matters regarding the Networker\$.

42. FORCE AND EFFECT
- 42.1. These By-Laws come into force and effect on the date specified below as approved by the membership below.
- 42.2. These By-Laws replace any and all By-Laws previously in effect.

<p><b>BE IT RESOLVED THAT</b> these by-laws for The Networker\$ are approved by the Board, dated Friday, July 5, 2013.</p>	
 <b>JOHN ALLEN</b> President, The Networker\$	 <b>David Sanders</b> Secretary, The Networker\$ <i>I certify these Bylaws to be complete and approved by the Board.</i>
<p><b>BE IT RESOLVED THAT</b> these by-laws for The Networker\$ are approved by the membership of The Networker\$, dated Friday, July 5, 2013, and effective Tuesday, October 1, 2013.</p>	
 <b>JOHN ALLEN</b> President, The Networker\$	 <b>David Sanders</b> Secretary, The Networker\$ <i>I certify these Bylaws to be complete and approved by the Membership.</i>