



Moon Rabbit Bulk Foods Collective

CHARTER

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Part 1 Preliminary

1 Preliminary

- 1.1 This is the charter of the Moon Rabbit Bulk Buy Collective (the **Collective**).
- 1.2 The Collective is an initiative of the Moon Rabbit Café.
- 1.3 The Moon Rabbit Café is an environmentally innovative social-enterprise café operated by Bridge Darebin.
- 1.4 Bridge Darebin (Preston Neighbourhood House) is a not-for-profit community organisation based in Preston and Thornbury, and a registered charity and Public Benevolent Institution.

2 Objectives and Activities

- 2.1 The objectives and primary activities of the Collective are to source and provide food and other items for sale from its Bulk-Buy Shop to promote its Objects, which are to:
 - a) leverage collective community demand for food and other items to enable bulk purchasing of those items at reduced cost and with minimal or no packaging;
 - b) provide access to food and other items with minimal or no packaging at an affordable price, which is accessible to all members of the community;
 - c) encourage participation in the running of the Collective;
 - d) provide a supportive environment for employees, volunteers and members;
 - e) promote organic produce;
 - f) encourage and support the production of local produce;
 - g) promote healthy, happy, sustainable and environmentally friendly living in the region;
 - h) promote environmental sustainability; and
 - i) inspire and encourage community participation and involvement in these aims.

3 Overview of Structure

- 3.1 All members of the community are warmly welcomed to shop at the Bulk-Buy Shop.
- 3.2 Community members may also become Members of the Collective by paying a membership fee and contributing to the operation of the Collective, as set out below.
- 3.3 The support and contribution of Members is essential to the ongoing operation of the Collective and its ability to meet its objectives. By paying membership fees and contributing their time, Members help to keep costs down (and keep the food and other items affordable and accessible) and maintain community engagement.
- 3.4 Membership of the Collective entitles Members to:
 - a) receive the discount at the Bulk-Buy Shop referred to at paragraph 8.1
 - b) access to discounts on Bridge Darebin venue hire across all sites
 - c) apply to join the Management Committee,

Does not otherwise carry with it any entitlements, such as decision making or voting rights, or any entitlement to receive a share of any profits of the Collective.

- 3.5 The operation of the Collective is overseen by the Management Committee. The Management Committee:
- a) comprises volunteer Members and Bridge Darebin staff;
 - b) is convened by an employee of Bridge Darebin;
 - c) is a sub-committee of the Committee of Governance of Darebin Bridge; and
 - d) is subject in all respects to the supervision and veto of the Committee of Governance of Bridge Darebin.

Part 2 Financial

4 Funding

- 4.1 The Collective is funded by:
- a) membership fees of Members;
 - b) proceeds of sales of the Bulk-Buy Shop; and
 - c) Bridge Darebin, including by way of funding grants and sponsorship secured by Bridge Darebin.
- 4.2 Bridge Darebin is responsible for the financial management of the Collective including paying suppliers, and seeking funding opportunities, and is entitled to any surplus generated by the Collective.
- 4.3 No part of the surplus may be paid or transferred directly or indirectly, by way of profit, to members of the Collective.
- 4.4 A part of the surplus, but not more than 10%, arising in any year from the business of the Collective may be applied for charitable purposes.

Part 3 Membership

5 Requirements

- 5.1 A Member can be an individual, a couple or a household. A maximum of two people can be registered on one membership and volunteer hours can be shared amongst registered members.
- 5.2 A Member must participate in the running of the Bulk-Buy Shop to further the Objects of the Collective.
- 5.3 A person qualifies for membership of the Collective by:
- a) paying an annual membership fee;
 - b) agreeing to abide by the Charter of the Collective, and any relevant policies agreed by the Management Committee; and
 - c) providing 6 hours of work per 6 months to the Collective, or such a reasonable number of hours of work as shall be set from time to time by the Committee of Management, which may include time spent as a member of the Management Committee.

Commented [D1]: We could have subscribers, who simply pay money, and members, who actively contribute, but I think it's simpler for now to say if you want the discount, you have to pay the membership fee and actively contribute.

6 Membership fee

6.1 The membership fee is currently:

- a) \$4.00 per month (\$48/year) paid annually when you sign up
- b) \$3.00 per month (\$36/year) discount is offered to those who commit to volunteering twice a year
- c) Free for concession, healthcare or pension card holders, who can meet the volunteering requirements

6.2 The Membership Fee may be varied from time to time by the Management Committee and published on the website of the Collective.

6.3 Members will receive a notice when membership is due to expire and be notified to renew their membership to continue accessing discounts.

7 Membership applications

7.1 The application form (Schedule 1) and applicable membership payment can be processed on a bulk foods shop day.

7.2 The Member Administrator will then enter the applicant's name in the register of members. This information is hosted online and only available to those with specific permissions including: Collective Organiser, Accounts, Member and Volunteer Liaison.

7.3 The Management Committee may, in its discretion, refuse an application for membership without providing reasons.

8 Members of the Collective – description and entitlements

8.1 All members of the Collective are entitled to discounted prices at the Bulk-Buy Shop

8.2 All discounts can be added, amended or abolished by the Management Committee.

8.3 A member who has attained 18 years is entitled to be nominated or nominate for membership of the Management Committee.

8.4 Whilst active participation in the operation and management of the Collective is valued, sought and encouraged, membership does not carry with it any obligation or entitlement with respect to decision making or voting regarding the operations or conduct of the Collective, the Moon Rabbit Café or Bridge Darebin.

8.5 Whilst members are encouraged to promote the activities and objectives of the Collective and Bulk-Buy Shop, members may not make public comment regard the Collective, the Bulk-Buy Shop, Moon Rabbit Café or Bridge Darebin unless authorised to do so by the CEO of Bridge Darebin or the Convenor.

8.6 Members other than the Convenor cannot bind the Collective, Moon Rabbit Café or Bridge Darebin.

9 Cessation of membership

9.1 A person ceases to be a member if the member no longer qualifies for membership in accordance with paragraph 5.3.

9.2 A member may be expelled from the Collective by the Committee of Management or the Convenor in their discretion.

- 9.3 There are no refunds on membership, but membership may be transferrable. Email bulkbuy@moonrabbit.org.au transfer membership. Transfer is subject to Committee of Management approval.

Part 4 Governance

10 Management Committee

- 10.1 The operation of the Collective is overseen by the Management Committee.
- 10.2 The Management Committee is a sub-committee of the Management Committee of Governance of Darebin Bridge.
- 10.3 The Management Committee is convened by an employee of and appointed by Bridge Darebin.
- 10.4 The Bridge Darebin may also appoint a nominee to be a member of the Management Committee.
- 10.5 In the interests of efficacy, the Management Committee should comprise approximately 10 - 12 members in total.
- 10.6 In the event that applications for membership of the Management Committee exceed the number of positions available, the Convenor will be responsible for the selection of members, in her or his discretion, and the maintenance of any list of candidates for filling positions which become available in the future.
- 10.7 On behalf of the Management Committee the Convenor will give to the Committee of Governance of Bridge Darebin a quarterly report on the following:
- a) Expenditure on behalf of the Collective;
 - b) Sales by the Collective;
 - c) Community involvement;
 - d) Any significant incidents or risks; and
 - e) Any other matter in respect of which the Committee of Governance seeks to be updated.
- 10.8 The CEO or the Committee of Governance of Bridge Darebin may in its absolute discretion:
- a) Veto any decision of the Management Committee;
 - b) Amend this Charter;
 - c) Dissolve the Management Committee; or
 - d) Dissolve the Collective.

Part 5 Roles and Responsibilities

11 Convenor

- 11.1 The Convenor of the Management Committee is responsible for the day to day management of the Collective.
- 11.2 The conditions and the period of appointment including termination are at the discretion of Bridge Darebin.
- 11.3 The Convenor is responsible for:

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- a) Overseeing the formation, composition and effective functioning of the Management Committee;
- b) Convening meetings of the Management Committee;
- c) Ensuring compliance with the law and the policies and procedures of Bridge Darebin;
- d) Ensuring appropriate insurance cover is held by Bridge Darebin; and
- e) Liaising with key support roles: Purchasing Officer, Marketing Officer, Volunteer Coordinator and Community Education Officer.

12 Treasurer

12.1 The Treasurer of the Collective is an employee of Bridge Darebin.

12.2 The Treasurer shall:

- a) Collect and receive all monies due to the Collective and make all payments authorised by the Collective;
- b) Bank weekly takings
- c) Keep correct accounts and books showing the financial affairs of the Collective with full details of all receipts and expenditure connected with the activities of the Collective;
- d) Arrange two signatories for financial transactions;
- e) Present periodic financial reports to the Management Committee and the Committee of Governance;
- f) Prepare cash float; and
- g) Manage Square payment processing.]

13 Purchasing and Stock Officer

13.1 The Purchasing and Stock Officer is a Bridge Darebin staff member.

13.2 The Purchasing and Stock Officer shall:

- a) Maintain Stock Management database
- b) Co-ordinate purchase of bulk products
- c) Order bulk products
- d) Receive and store bulk products
- e) Send Invoices to Treasurer
- f) Consult with Convenor on issues e.g. product availability, deliveries etc
- g) Monitor presence of rodents and insects
- h) Respond to reports of infestations
- i) Treat the problem
- j) Oversee storeroom cleanliness (floor, ledges, benches, etc)
- k) Update prices in database when supplier prices change
- l) Updating price labels after database prices are updated
- m) Update suppliers and product lists

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Commented [CL2]: We discussed at the meeting three tiers: Concession, Paid members who contribute for a discount and general public who pay top price
 BD: Maintaining three tiers of pricing sounds a bit complicated. Perhaps we could have 2:
 -Concession card holders and members; and
 -General public.
 We could also waive the membership fee for concession card holders (but they still have to contribute hours).
 This would be a bit more streamlined. What do you think? If you agree I can draft it.

Formatted: Heading 2

- n) Support organising and maintenance of stock
- o) Assist with annual stocktake
- p) Liaise with other ordering team members

14 Member Administrator (Volunteer Position)

14.1 The Member Administrator shall:

- a) Maintain a member database / check if payments are submitted / add new members/ change of address etc
- b) Add new members' details to membership database
- c) Remind members when their membership is due to expire
- d) Change membership status when expired

15 Compliance Officer (Volunteer Position)

15.1 The Compliance Officer is responsible for:

- a) Constitution and regulations
- b) Lead business planning
- c) Risk assessments
- d) Health and safety practices

16 Secretary (Volunteer Position)

16.1 The Secretary shall keep or cause to be kept accurate minutes of:

- a) All elections and appointments of office bearers and Management Committee members;
- b) The names of members of the Management Committee present at a Management Committee meeting; and
- c) All proceedings at Management Committee.

16.2 The Secretary shall also:

- a) Arrange committee meeting dates and send out reminders;
- b) Prepare notices of meetings and agendas for meetings; and
- c) If required, handle correspondence with external organisations.

17 Product Research (Volunteer Position)

17.1 The Produce Research officer shall:

- a) Research products and suppliers
- b) Maintain list of product country of origin
- c) Manage product suggestion from members
- d) Update prices in database when supplier prices change
- e) Updating price labels after database prices are updated
- f) Update suppliers and product lists

- g) Support organising and maintenance of stock
- h) Assist with annual stocktake
- i) Liaise with other ordering team members

18 Events Officer (Volunteer Position)

18.1 The Events Officer shall:

- a) Organise activities at Shop Days
- b) Look into other businesses or services that can attend
- c) Organise tastings of new products

19 Marketing Officer (Volunteer Position)

19.1 The Marketing Officer shall:

- a) Develop and implement marketing plan
- b) Design promo material for The Collective and its events and activities
- c) Prepare and send newsletters to volunteers and members
- d) Post on The Collective's facebook/instagram
- e) Write press releases as needed for events and general promo

20 Member Liaison and Coordinator (Volunteer Position)

20.1 The Member Liaison and Coordinator shall:

- a) Update roster sheet for Shop Day
- b) Send general reminder to all Members
- c) Email duty reminder to Shop Day team
- d) Monitor member volunteer duties
- e) Maintain volunteers database
- f) Roster coordination
- g) Be email contact person for volunteers.
- h) Liaise with shop staff about inductions
- i) Match volunteers up for vacant non-shop roles
- j) Welcoming/ facilitate connections
- k) Orientation/ induction new Members to the monthly Distribution Day routine
- l) Monitor online Facebook group to respond to any questions
- m) Respond to questions about Moon Rabbit Bulk Foods Collective on Shop Day
- n) Maintain relations between Collective members, keep channels open for members to be informed about and engaged in the Collective decisions

21 Waste Coordinator (Volunteer Position)

21.1 The Waste Coordinator shall:

- a) Oversee the waste disposal system
- b) Research ways to reduce waste production and to better re-use the waste that is produced
- c) Produce information signs about how the system works
- d) Drop the soft plastics into a recycling point at a supermarket
- e) Take scrap metal to the scrappy, or call to collect

22 Bulk-Buy Shop Volunteer Role

22.1 Shop Volunteers shall assist with:

- a) pre-packaging or packing, weighing, assembling, pricing and preparation of goods or provisions or produce for sale
- b) Merchandising, display, and interpretation of goods for sale
- c) Processing sales
- d) Conducting inductions of volunteers into the safety systems and the working of the Collective
- e) Managing and on-the-job training of volunteers who are rostered on with you
- f) Troubleshooting database problems during Shop Day
- g) Preparing goods for sale, including creative display of goods in or about the shop
- h) Setting up tables and containers, scoops
- i) Ensuring price labels are up to date
- j) Managing displays, filling shelves, replenishing and rotating stock.
- k) Ensuring scales are on and working

23 Shop Day Volunteers (Roaming Team)

23.1 Throughout the day, members of the Roaming Team shall:

- a) Greet customers as they come in, and help them work out the place if needed
- b) Weigh customers containers
- c) Keep the displays clean
- d) Keep containers/brown paper bags stocked up
- e) Help customers with shop systems and with opening containers, etc.
- f) Direct customers to the hand-washing station when required
- g) Tidy display & Record losses (make a note of any stock left dropped on the floor or discarded)

23.2 Shop Day Check out

- a) Serve customers at the till & Email receipts as necessary
- b) Add minimal details of new members when they join
- c) Keep track of any big purchases or pre-orders of over 2kgs

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- 23.3 Shop Day Team Leader
- a) Oversee shop cleaning (paid cleaning, spring cleans etc)
 - b) Run Volunteer orientation and task lists
 - c) Check shop equipment and organising storage area
 - d) Troubleshooting physical problems
 - e) Check stock at the end of Shop Day, make notes of any low stock
 - f) Collect any items in suggestion box and pass on to Convenor

24 Management Committee Members

- 24.1 Committee members commit to a 1-year term.
- 24.2 The Committee will meet approximately 6 times a year.
- 24.3 Management Committee members are responsible for:
- a) Accepting a specific role and share in the various Committee responsibilities;
 - b) Participating in decision-making relating to the operation and development of the Collective;
 - c) Support in recruiting other members and spreading awareness about the Moon Rabbit Bulk Foods Collective
- 24.4 Act as Team Leader on Shop Days (support the roster as needed)
- 24.5 Committee Members must be:
- a) Available to attend Committee meetings – bi-monthly on a Monday evening
 - b) Committed to the objectives of the Collective;
 - c) Willing to volunteer for practical tasks and contribute to planning; and
 - d) Active participant on Shop Days welcoming and encouraging Members.
- 24.6 Management Committee members are not entitled to remuneration.

Part 6 Disputes

25 Disputes

- 25.1 The grievance procedure set out in this rule applies to disputes between:
- a) a member and another member; or
 - b) a member (including a former member) and the Collective.
- 25.2 If a dispute arises, a party cannot commence any court or arbitration proceedings relating to the dispute unless it has complied with the provisions of this rule, except where a person seeks urgent interlocutory relief.
- 25.3 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days of:
- a) the dispute coming to the attention of each party; or
 - b) a party giving notice, to each of the other parties involved, of the dispute or grievance.

- 25.4 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, the parties must, as soon as is practicable, hold a meeting in the presence of a mediator.
- 25.5 The mediator is, where possible, to be a person chosen by agreement between the parties, but in the absence of agreement between the parties:
- a) for a dispute between a member and another member, a person appointed by the Management Committee; or
 - b) for a dispute between a member (including a former member) and the Collective, a person appointed by a mediation service accredited by the Australian Mediation Association).
- 25.6 The mediator may (but need not) be a member of the Collective, unless the member is a party to the dispute.
- 25.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 25.8 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.
- 25.9 The mediator cannot determine the dispute.
- 25.10 The mediation must be confidential and without prejudice.
- 25.11 The costs of the mediation are to be shared equally between the parties unless otherwise agreed.
- 25.12 Nothing in this rule applies to any dispute involving the expulsion or suspension of a member.
- 25.13 If the mediation process does not result in the dispute being resolved, each party may seek to resolve the dispute in accordance with the Law or otherwise at law.

Commented [D3]: Is this overkill?

CHRIS: Not at all