



## ARA Groups (ARAGs) Guide

### What is an ARA Member Affiliate Group (MAG)?

MAG is a term used within the ARA to describe a formal or informal group that an ARA Member chooses to participate in re-enactment activities with and to enjoy their hobby with.

The MAG may be formally structured, such as an Incorporated Association or business. It may be informally structured such as club that is not a legal entity, with a static name, regular training location, website etc.

Or it can be unstructured such as a group of re-enactors who get together to do a single or regular show or display or get together to train and/or share their hobby with.

The MAG may have a formal or informal relationship with the ARA Member, but the MAG does not necessarily have any relationship with the ARA other than that some or all of the MAG members may also be members of the ARA.

The MAG is the Member's Affiliate Group, not the ARA's Affiliate group.

### What is an ARA Group (ARAG)?

ARAG is a term used within the ARA to describe *a formal group of exclusively ARA Members* who participate in re-enactment activities and enjoy their hobby together

The ARAGs may be formally structured, such as an Incorporated Association or business that is legally independent of the ARA.

It may be informally structured such as club that is not a legal entity, with a static name, regular training location, website etc.

The ARAG may have a formal or informal relationship with the ARA Members in the ARAG.

### ARAG Requirements

The ARAG has a formal relationship with the ARA in which the ARAG is invited to share the ARA's PL policy subject to strict compliance with the following:

1. Membership in ARAGs is exclusively for ARA Members only making the ARAG an informal subgroup of the ARA.
  - a. *This needs to be clearly stated on the ARAG's promotional material (webpages etc)*
  - b. *While ARAGs may be an entirely separate legal entity from the ARA, they are restricted in their membership to ARA members only and this is why we are able to invite them to share in the ARA PL Policy.*
2. ARAGs objectives must be compatible with the objectives of the ARA and ARAGs are expected by their actions to uphold the objectives of the ARA.
  - a. *The ARA cannot accept groups as ARAGs if their objectives and/or actions are in incompatible with the ARA's objectives.*
3. ARAGs are accountable for the conduct of their members in compliance with the ARA Code of Conduct.

- a. Actions by any of the ARAGs members, that fail to comply with the letter, spirit and intent of the ARA Constitution, By Laws, Code of Conduct, Policies and Practices, relevant legislation and Safety Principles may jeopardise the Group's status as an ARAG. An ARAG cannot simply distance itself from the actions of its members.*
4. ARAGs are required to pay the Annual ARAG fee to the ARA.
  - a. This fee is set to a nominal amount to cover inclusion of ARAGs in the ARA PL Policy premium.*
  - b. In 2015 this fee was set at a flat fee of \$50 per ARAG on the basis that all of the members of the ARAG must already be members of the ARA before the ARAG is approved for inclusion in the ARA PL policy.*
5. ARAGs must provide the ARA with a list of the names and ARA Members numbers of the ARA Members in the ARAG
  - a. This should be updated and kept current as members come and go from the ARAG.*
6. ARAGs share the ARA PL policy by being listed by name on the ARA PL Certificate of Currency.
  - a. ARAGs, as group entities, are covered for PL by the ARA PL policy when undertaking re-enacting activities on behalf of the ARA Members who exclusively make up the membership of the ARAG.*
  - b. By this listing, the group itself is covered while organising and offering reenactment activities for ARA members.*

### **What obligations does an ARAG have to the ARA?**

Even though the ARAG and the ARA are entirely separate legal entities, the ARAG has obligations to the ARA to comply with the requirements of ARAGs listed above.

Failure to meet these requirements may be dealt with by a revocation of the group's status as an ARAG.

### **Do ARA Members still have obligations to the ARA when participating in activities with an ARAG?**

Yes. The ARA Member has a relationship with the ARA and the ARA Members share obligations with the ARA regardless of which ARAG they may be participating in re-enactment activities with. These obligations include things like ARA Members *and the ARAG* are expected to comply with the letter, spirit and intent of the ARA Constitution, By Laws, Code of Conduct, Policies and Practices and relevant legislation.

These must be complied with by ARA Members and ARAGs alike regardless of what activities the ARAG may engage in. This compliance is especially important when doing shows etc with an ARAG in which the ARA provides PL insurance for re-enactment activities for the ARA Members and the ARAG. Failure to comply with the letter, spirit and intent of the ARA Constitution, By Laws, Code of Conduct, Policies and Practices, relevant legislation and Safety Principles may undermine your PL insurance if a claim is made.

This compliance will not be a problem in the case of most instances, activities and ARAGs. In cases where you become aware that participating in activities with an ARAG may cause a breach of the letter, spirit and intent of the ARA Constitution, By Laws, Code of Conduct, Policies and Practices and relevant legislation or Safety Principles, we suggest that you don't participate – something may be very wrong with what you are about to engage in and the ARA may not be able to support you if you do. If you are in doubt, please ask for clarification from the ARA.

We don't expect to encounter too many of these issues since ARA Members are free not to participate in activities or with individuals with whom they do not wish to do so.

### **What are the ARA's restrictions on ARAGs?**

ARAGs and the ARA are entirely separate legal entities and so the ARA does not have the authority to dictate to an ARAG what it can or can't do outside of the obligations that the ARAG has to the ARA which have been made clear earlier. This means that ARAGs are free to structure themselves as they choose and to engage in activities as they see fit.

ARA Members and ARAGs are, however, expected to comply with the letter, spirit and intent of the ARA Constitution, By Laws, Code of Conduct, Policies and Practices and relevant legislation regardless of which ARAG they may be participating in re-enactment activities with. Failure to do so may result in the revocation of the group's status as an ARAG.

### **Does this mean that ARAGs must be Incorporated Associations or Not-For-Profit Organisations?**

No. Incorporated Associations and Not-For-Profit organisations are just two of many organisational structures that an ARAG may adopt to conduct its business; part or the whole of which may involve offering activities that may be suitable for ARA Members to participate with the ARAG or to support ARA Members to enjoy their hobby.

ARAGs must comply with the ARAG requirements described earlier and must meet their obligations to the ARA.

ARA Members are reminded that the ARA was established to represent the common interests of re-enactors who participate in re-enactment as a recreational pursuit whilst supporting independent groups and individuals to pursue their unique re-enactment interests in the manner that best suits each individual and group.

### **Other arrangements between ARA Members and ARAGs:**

There are many convoluted and complex relationships between re-enactors, ARA Members and ARAGs that the ARA does not get involved in that do not affect ARA Members relationships with their ARAGs including but not limited to:

1. Provision of equipment or venues
2. Sponsorship of activities
3. Donations and other forms of financial support
4. Administration and co-ordination of events, shows and displays

### **If an ARAG is being offered to do a show or display, what documentation does an ARAG need to provide a third party to demonstrate that:**

- 1. The ARAG is covered for PL by the ARA and;**
- 2. my activities with the ARAG are covered for PL by the ARA?**

It's pretty simple:

1. The ARAG will be listed, by name, on the ARA PL Certificate of Currency.
2. ARA Members are provided with documents demonstrating their proof of membership and PL cover in the ARA.
  - a. Your Ordinary Membership has your name and the PL Policy number on it and the Certificate of Currency (CoC) has the list of activities for which ARA Members are covered for in plain English. ARA Members should give a copy to the ARAG administrator if requested – It's a PDF. You can print off as many as you need.
  - b. ARAG administrators should keep a copy of all these Memberships and the CoC and ask for ARA Members permission to provide them to the third party if requested.
2. ARAGs may need to provide a clear link between the activity that the ARAG is engaging in the show/display and the participants PL:

- a. Since everyone in the ARAG is already an ARA Member, it's easy. Your ARAG Administrator can provide the third party with a document stating that:
  - i. "All Members of (*XXX group*) are covered for PL for activities engaged in during this show/display/activity through the ARA PL Policy Number: (#####). Proof of Membership and CoC are available for inspection." (Has a nice, clean, crisp, ring to it doesn't it?)

If you have any further questions or concerns about ARA Membership and it's bearing on an ARAG, please contact the ARA Committee via [admin@reenactors.org.au](mailto:admin@reenactors.org.au).