

# MORRISSEY HOMESTEAD INCORPORATED

## CONSTITUTION

Endorsed October 2018

### 1. Name of the Association

- 1.1 The name of the Association is Morrissey Homestead Incorporated.

### 2. Definitions and Interpretation

#### 2.1 Definitions

In this Constitution unless the context requires otherwise:

“**Act**” means the *Associations Incorporated Act 2015*;

“**Annual General Meeting**” is the meeting convened under rule 10.1;

“**Association**” means Morrissey Homestead Incorporated;

“**Board**” means the management committee of the Association;

“**Chair**” means the Chairman of the Board appointed pursuant to rule 8.1;

“**Client**” means a person to whom Services are provided by or on behalf of the Association;

“**Constitution**” means this Constitution as amended from time to time;

“**Deputy Chair**” means the deputy chairman of the Board appointed pursuant to rule 8.1;

“**Employee**” means any employee of the Association;

“**Financial Statements**” means the financial statements in relation to the Association required under Part 5 of Division 3 of the Act;

“**Financial Year**” means the year commencing on 1 July in any calendar year;

“**General Meeting**” means a meeting to which all Members are invited and includes the Annual General Meeting and any Special General Meeting;

“**Group**” means a body corporate, association or other entity;

“**Head Office**” means the principal place of business of the Association from time to time;

“**Manager**” means the manager appointed by the Board from time to time;

“**Member**” means a financial member of the Association;

“**Objects**” means the objects of the Association set out in rule 3;

**“Service”** means any social and/or community service undertaken by or on behalf of the Association;

**“Secretary”** means the person appointed pursuant to rule 8.1;

**“Special General Meeting”** means a General Meeting other than an Annual General Meeting;

**“Special Resolution”** has the same meaning as that given to it in the Act;

**“Tier 3 Association”** means an incorporated association to which section 64(3) of the Act applies; and

**“Volunteer”** means any person who undertakes voluntary work for the Association.

## 2.2 Interpretation

- a) Unless the contrary intention appears in this Constitution:
  - i) words importing the singular include the plural and words importing the plural include the singular;
  - ii) words importing a gender include every other gender;
  - iii) words used to denote persons generally or importing a natural person includes any company, corporation, body corporate, body politic, partnership, joint venture, association, board, group or any other body (whether or not the body is incorporated);
  - iv) a reference to a person includes that person’s successors and legal personal representative;
  - v) references to persons include a corporation, body, association;
  - vi) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidation or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
  - vii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- b) In this Constitution headings and holdings are convenience only and do not affect its interpretation.

## 2.3 Application of the Act

- a) This Constitution is to be interpreted subject to the Act.
- b) Unless the contrary intention appears, an expression in this Constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act.

### **3. Objectives or Purposes**

3.1 The general object or purpose of the Association is to enrich the life of people in the community who require care. This general object or purpose is supported by the specific objects or purposes contained in rule 3.2.

3.2 The specific objects or purposes of the Association are to:

- a) maintain and enhance the quality of life of people requiring care and support, enabling them to continue living independently in the community thereby preventing premature or inappropriate admission to institutional care;
- b) provide appropriately trained staff to assist with the social, emotional and practical needs of the Client;
- c) encourage optimum level of individual functioning with a holistic approach, assisting Clients to participate in all aspects of community living and to take on relevant decision-making roles;
- d) provide the Service in a manner that is caring, professional and maintains the dignity of the Client;
- e) recognise and support the role of carers;
- f) provide information and support to Clients and their carers when accessing further assistance outside the Association;
- g) ensure that all aspects of the Association operate in an accountable manner and within the guidelines of funding bodies;
- h) promote to the public and other agencies, an awareness of people with disabilities;
- i) ensure that all buildings of the Association are accessible to people with disabilities; and
- j) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

### **4. Powers**

4.1 Subject to the Act and this Constitution, the Association has the power to do all things necessary or convenient for furthering the Objects including:

- a) to acquire, hold, deal with and dispose of any real or personal property;
- b) to open and operate bank accounts;
- c) to invest its money:
  - i) in any security in which trust moneys may lawfully be invested; or
  - ii) in any other manner authorised by the Association from time to time;

- d) to borrow money upon such terms and condition as the Association thinks fit;
- e) to give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- f) to appoint agents to transact any business on the Associations behalf;
- g) to engage persons to undertake any of the obligations or business of the Association or to further the Objects, including solicitors, accountants, public relations officers and development officers;
- h) to enter into any other contract it considers necessary or desirable;
- i) to act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act of thing as a trustee that, if done otherwise than as trustee, would contravene the Act or any rules of the Association from time to time; and
- j) the legal capacity and powers of a company limited by a guarantee as set out in section 124 of the *Corporations Act 2001* (Cth).

## 5. **Not for profit body**

- 5.1 The Association is a non-profit, charitable organisation. The property and income of the Association must be applied solely towards the promotion of the objects and purposes of the Association and no part of that property or income may be paid or otherwise transferred or distributed, directly or indirectly, to any Member of the Association except in good faith in the promotion of those objects or purposes.
- 5.2 A payment may be made to a Member out of the funds of the Association only if it is authorised under rule 5.3
- 5.3 A payment to a Member out of the funds of the Association is authorised if it is:
  - a) the payment in good faith to the Member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
  - b) the payment of interest, on money borrowed by the Association from the Member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
  - c) the payment of reasonable rent to the Member for premises leased by the Member to the Association; or
  - d) the reimbursement of reasonable expenses properly incurred by the Member on behalf of the Association.

## **6. Membership**

### **6.1 Types of Membership**

#### **a) Individual**

Individual Members shall be entitled to (1) vote at any Annual General Meeting or Special General Meeting or General Meeting.

#### **b) Group**

Group Members shall be entitled to one (1) vote at any Annual General Meeting or Special General Meeting.

#### **c) Life**

The Board may recommend a life membership at an Annual General Meeting or Special General meeting or General Meeting and if approved, such Life Members shall have all the rights and privileges of an individual Member but are not required to pay membership subscriptions to the Association.

#### **d) Patron/s**

The Board may recommend for election at an Annual General Meeting or Special General Meeting or General Meeting, a Patron/s who will hold honorary membership for the following year. A patron will not have voting rights but will not be required to pay membership subscriptions to the Association.

#### **e) New classes**

The Board may create new classes of membership and determine the rights and obligations that apply to those classes.

### **6.2 Qualifications for Membership**

a) Membership shall be open to any person aged eighteen (18) years or over who is in agreement with the objects or purposes of the Association, is not a paid Employee of the Association and has satisfied the procedure for membership as specified below.

b) An individual person wishing to become a member must:

- i) complete the membership form which has been approved by the Board;
- ii) pay the membership fee as prescribed by the Board; and
- iii) be accepted as a member by a majority vote of the Board.

c) A Group wishing to become a member must:

- i) complete the membership form which has been approved by the Board;
- ii) provide contact details of nominated representatives;

- iii) pay a membership fee as prescribed by the Board; and
  - iv) be accepted as a member by a majority vote of the Board.
- d) The Board must consider each application for membership of the Association and decide whether to accept or reject the application. Where an applicant is deemed unsuitable for membership to the Association, the Board may by majority vote reject an application for membership. If the Board rejects the application, the Board is not required to give the applicant its reasons for doing so.

### 6.3 **Becoming a Member**

An applicant for membership of the Association becomes a Member when:

- a) the Board accepts the application; and
- b) the applicant pays any membership fees payable to the Association.

### 6.4 **Register of Members**

A register of members shall be kept by the Secretary or such other person authorised by the Board in accordance with the Act giving details of name, residential and postal address or email address, telephone number, membership category, date membership commenced and date membership expired. The register of members must be kept at the Head Office or at such other place determined by the Board.

### 6.5 **Membership Fees**

The annual membership subscription and any fees (if any) payable by Members to the Association, the time for and manner of payment shall be as determined by the Board from time to time. If a Member has not returned and paid any required subscription and fees within three (3) months after the due date determined by the Board, the Member ceases to be a Member on the expiry of that period.

### 6.6 **When membership ceases**

A person ceases to be a Member when any of the following takes place:

- a) for a Member who is an individual, the individual dies;
- b) for a Member who is a Group, the Group is wound up;
- c) the person resigns from the Association in accordance with this Constitution;
- d) the person is expelled from the Association in accordance with this Constitution; or
- e) the person ceases to be a Member in accordance with this Constitution.

### 6.7 **Resignation**

- a) A Member may resign from membership of the Association by giving written notice of the resignation to the Secretary.
- b) The resignation takes effect:

- i) when the Secretary receives a notice; or
- ii) if a later time is stated in the notice, at that latter time.
- c) A person who has resigned from membership of the Association remains liable for any fees that are owed to the Association (**the Owed Amount**) at the time of resignation.
- d) The Owed Amount may be recovered by the Association in a court of competent jurisdiction as a debt due to the Association.

#### **6.8 Rights not transferable**

The rights of a Member are not transferable and end when membership ceases.

#### **6.9 Effect of Membership**

Members acknowledge and agree that:

- a) they are bound by the Constitution;
- b) this Constitution constitutes a contract between each of them and the Association; and
- c) they will comply with and observe this Constitution and any determination, resolution or policy which may be made or passed by the Board.

#### **6.10 Forfeiture of Rights**

A Member which or who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

#### **6.11 Renewal of Membership**

- a) Membership of the Association (other than life membership) expires annually at the conclusion of each financial year.
- b) Members (other than life Members) must reapply for membership of the Association each financial year and in accordance with the procedures set down by the Board from time to time.
- c) The Board may accept or reject a reapplication for membership in accordance with this Constitution.
- d) Upon reapplication a Member must provide details of any change in their personal details and any other information reasonably required by the Board.

## **6.12 General**

- a) Members must treat all staff, contractors, Board members and representatives of the Association and all other Members with respect and courtesy at all times.
- b) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects.

## **7. Management of the Association**

7.1 The Board must appoint and/or dismiss on such terms as they think fit a Manager who is competent to discharge all authorities and duties assigned to the position from time to time by the Board and carry out such duties as may be prescribed by this Constitution.

7.2 The Manager must:

- a) as far as is practicable attend all Board meetings, committee meetings and General meetings of the Association;
- b) advise the Board on the best means of planning, administering and promoting the affairs of the Association;
- c) regularly report to the Board on the activities of and issues in relation to the Association;
- d) ensure the proper performance by all Employees of the Association of their duties;
- e) take custody of the records, books, documents and securities of the Association;
- f) subject to the Act, this Constitution and any directives of the Board, do all things necessary or desirable and be accountable for the proper management and administration of the Association; and
- g) perform any other duties set out in the Manager's contract of employment and job description.

## **8. Board**

### **8.1 Composition of the Board**

- a) The Association shall be managed by a Board comprising a minimum of six (6) and maximum of ten (10) community representatives recommended to the Annual General Meeting by the Board.
- b) All prospective Board members must address the selection criteria as determined from time to time by the Board.
- c) Board members will be elected/appointed for two (2) years, ideally with half being elected or appointed in alternate years.
- d) If the representatives are appointed from a Local Government they do not need to address a selection criteria and their term is linked to the Local Government election cycle.



- e) The Chair, Deputy Chair and Secretary will be elected/appointed at the first Board meeting after the Annual General Meeting.
- f) The Chair shall, subject to this Constitution, preside as chairman at every General Meeting except:
  - i) in relation to any election for which the Chair is a nominee; or
  - ii) where a conflict of interest exists.

If the Chair is not present, or is unwilling or unable to preside, the Deputy Chair will preside, or if not present, or is unwilling or unable to preside, the Board shall appoint one of its members to preside at that General Meeting only.

## 8.2 **Appointment to the Board**

- a) All applicants will nominate, in a written form approved by the Board, addressing the selection criteria approved by the Board.
- b) The nomination is to be available for consideration at the Board meeting prior to the Annual General Meeting.
- c) Community representatives will be recommended for endorsement by the Board at the Annual General Meeting.
- d) The members shall at the Annual General Meeting vote to accept all appointments to the Board.
- e) Immediate family of Employees are not eligible to nominate to the Board.

## 8.3 **Term of office**

- a) The term of office of a Board member begins when the member:
  - i) is elected at an Annual General Meeting; or
  - ii) is appointed to fill a casual vacancy in accordance with this Constitution.
- b) Subject to rule 8.8, a Board member holds office until the positions on the Board are declared vacant at the next Annual General Meeting.
- c) A Board member may be re-elected.

## 8.4 **Board Meetings**

- a) The Board shall meet as and when deemed necessary but not less than six (6) times in each financial year of the Association. All meetings shall be presided over by the Chair or if absent another Board member.

- b) The Chair or two (2) other Board members shall have the power to call a meeting of the Board.
- c) Any Board member who calls a meeting of the Board must state the business to be transacted at the meeting.

#### **8.5 Quorum for Board Meetings**

The quorum for a meeting shall be fifty percent (50%) of Board membership, one (1) of whom must be the Chair or Deputy Chair.

#### **8.6 Voting at Board Meetings**

- a) Each Board member including the Chair has one (1) deliberative vote.
- b) All voting shall be in person and all decisions at Board meetings will be deemed to be passed by a simple majority vote.
- c) The Chair shall have a casting vote to maintain the status quo in the case of a tied vote.
- d) Any member of the Board who has a direct or indirect pecuniary interest in any matter to be considered by the Board shall, as soon as they are aware of their interest, disclose it to the Board and cease to be involved in any decision or discussion on that matter.
- e) The Board may invite any non-Board member to address the meeting but the person shall have no right to vote.
- f) Any co-opted ex-officio person or entity shall have the right to address the Board or General Meeting, but shall have no right to vote.

#### **8.7 Representation at Board Meetings**

- a) The Manager or nominated representative of the Manager shall attend Board meetings and will:
  - i) present a report on the operations of the Association since the last meeting, in a format determined by the Board;
  - ii) bring to the attention of the Board any issues which require Board consideration;
  - iii) provide information and advice to assist the Board in its deliberations; and
  - iv) provide feedback to other staff of the considerations and deliberations of the Board unless directed otherwise.
- b) The Board may, by a simple majority vote, require that no Employee including the Manager be present for all or part of a Board meeting.

## **8.8 Cessation of Office of Board members**

A member of the Board shall cease to hold office if:

- a) they die;
- b) they are of unsound mind or are a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- c) they resign in writing as a Board member;
- d) they are suspended or expelled as a Member of the Association;
- e) the Board by absolute vote resolves to expel that person from the Board;
- f) there is no attendance at two (2) consecutive meetings without due reason;
- g) they are directly or indirectly interested in any contract or proposed contract with the Association and fail to declare the nature of the interest;
- h) after reasonable consideration by the Board it determines the Board member:
  - i) has acted in a manner unbecoming or prejudicial to the Objects and/or the interests of the Association; or
  - ii) has brought himself or herself or the Association into disrepute,provided the Board member is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- i) is removed by a Special Resolution;
- j) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth); and
- k) over a period of time it was deemed that the Board member was consistently not fulfilling the requirements of the position.

In the event of a casual vacancy or vacancies in the offices of the Board, the remaining members may act but, if the remaining number of Board members is not sufficient to constitute a quorum for a meeting of the Board, they may act only for the purpose of increasing the number of members to a number sufficient to constitute such quorum.

## **8.9 Casual Vacancies in membership of Board**

When a position on the Board becomes vacant, the Board may co-opt an equivalent representative to fill the position until the next Annual General meeting where due recruitment processes will be followed. Any person who becomes a member of the Board in accordance with this rule shall have one (1) deliberate vote at Board meetings.

#### **8.10 Powers of the Board**

In addition to the powers of the Association detailed in rule 4 the Board shall have the power to:

- a) co-opt ex-officio Members of the community who shall not have voting rights;
- b) appoint sub committees as appropriate;
- c) create and change policies and procedures as required by using due process through the Board; and
- d) delegate in writing to one or more sub-committees the exercise of such functions of the Board as are specified in the delegation other than;
  - i) the power of delegation; and
  - ii) a function which is a duty imposed on the Board by the Act or any other law. Any delegation may be subject to such conditions and limitation as to the exercise of that function or as to time and circumstances as are specified in the written delegation and the Board may continue to exercise any function delegated. The Board may in writing revoke in whole or part any delegation.

#### **8.11 Use of technology to be present at Board meetings**

- a) The presence of a Board member at a Board meeting need not be by attendance in person but may be by that Board member and each other Board member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.
- b) A member who participates in a Board meeting as allowed under rule 8.11a) is taken to be present at the meeting and, if the Member votes at the meeting the Member is taken to have voted in person.

### **9 Duties of the Board**

Unless otherwise determined by the Board, the duties of the members of the Board shall include the following:

#### **9.1 Duties of Chair**

The Chair must:

- a) ensure, with other members of the Board, that the legal responsibilities of the Association including compliance with the Act, and any other Acts as appropriate are met;
- b) call meetings in accordance with the Constitution;
- c) ensure regular Board meetings are held and that all Board members are advised of the meetings;

- d) draw up an agenda for the meetings with the assistance of the Manager which is to be available five (5) days prior to the meeting;
- e) ensure the minutes are distributed within ten (10) days after the meeting;
- f) manage and facilitate the meetings of the Association including priorities, agenda items, set time limits and lead the meeting through the agenda, note motions and amendments and put these to the meeting to vote on, sign the minutes of previous meetings after they have been confirmed as an accurate record of the meeting and ensure meetings are run in accordance with the Constitution;
- g) ensure with other members of the Board that the requirement of any funding or other agreements that the Association has entered into, are met;
- h) if required be a member of sub-committees or other task groups;
- i) following consultation with at least two (2) other Board members, may delegate their responsibility to act as spokesperson for the Board;
- j) ensure proper use of Common Seal;
- k) perform other duties as imposed by the Constitution;
- l) ensure the financial and other reporting requirements of funding bodies are met; and
- m) ensure accurate monthly and half yearly financial reports are produced and presented to the Board and/or members at Board meetings and at General Meetings.

## 9.2 **Duties of the Deputy Chair**

The Deputy Chair must undertake the duties of the Chair, in the Chair's absence.

## 9.3 **Duties of Other Board members**

Other Board members must:

- a) assist the Chair in undertaking his duties;
- b) attend all Board meetings;
- c) chair and participate in sub-committees as required; and
- d) be conversant with all reports, agendas and policies of the Association.

## 9.4 **Duties of the Secretary**

The Secretary has the following duties and the power to delegate:

- a) dealing with the Association's correspondence;

- b) consulting with the Chair regarding the business to be conducted at each Board meeting and General Meeting;
- c) preparing the notices required for meetings and for the business to be conducted at meetings;
- d) maintaining on behalf of the Association an up-to-date copy of these rules, as required under section 35(1) of the Act;
- e) unless another member is authorised by the Board to do so, maintaining on behalf of the Association a record of Board members and other persons authorised to act on behalf of the Association, as required under section 58(2) of the Act;
- f) maintaining full and accurate minutes of Board meetings, committee meetings and General Meetings; and
- g) carrying out any other duty given to the secretary under these rules or by the Board.

## **10. Annual General Meeting**

10.1 An Annual General Meeting will be held in accordance with the Act within four (4) months of the end of the immediate proceeding Financial Year of the Association. The Board shall give at least fourteen (14) days' notice to all Members including any special business for discussion.

10.2 The business of the Annual General Meeting shall be:

- a) minutes of the previous Annual General Meeting;
- b) business arising from the minutes;
- c) presentation of the Chair's report;
- d) presentation of audited accounts;
- e) presentation of the Manager's report;
- f) presentation of other reports as applicable;
- g) election of Board members;
- h) endorsement of Community Representatives;
- i) election of Life Members if appropriate;
- j) appointment of Auditor if appropriate;
- k) appointment of Patron if appropriate;
- l) any special business as notified with the Notice of Meeting; and

## **11. Voting at General Meeting**

- 11.1 Only those people who have been a Member of the Association for four (4) weeks prior to the Annual General Meeting and are financial Members are entitled to vote (**Voting Members**).
- 11.2 a) No person shall debate or vote on any matter in which they have a pecuniary interest.
- b) Voting shall be by a show of hands except that:
- i) any contested election at an Annual General Meeting or otherwise shall be by secret ballot; and
  - ii) the meeting may by a show of hands require any other vote to be by secret ballot.
- c) Each Voting Member has one (1) deliberative vote.
- 11.3 Unless stated elsewhere, decisions will be deemed valid by a simple majority of those present and voting at the meeting. The Chair shall have a casting vote to maintain the status quo in the case of a tied vote.

## **12. Special General Meeting**

- 12.1 These meetings shall be called by the Board or at the request of at least ten percent (10%) voting Members stating the motion, moved and seconded of such a meeting. This meeting is to be held within twenty-eight (28) days after the deposit of the requisition at the Head Office of the Association.
- 12.2 If the Board fails to convene the meeting within the prescribed time, the party concerned or the majority of them, may convene the meeting in the manner provided for convening special meetings. Notices of such meetings shall specify the particular motion or motions to be considered. No business other than that specified shall be conducted at the meeting.
- 12.3 Other aspects relating to a Special General Meeting will be the same as a General Meeting.

## **13 Voting at Special General Meeting**

Voting will follow that laid down for a General Meeting except decisions are deemed valid by seventy-five (75%) of those Voting Members present and voting at the meeting.

## **14. Quorum for a General Meeting**

- 14.1. A meeting will be declared valid when a quorum of at least two (2) Board members and five (5) other Voting Members are present. If a quorum is not present within thirty (30) minutes of the nominated meeting time, the meeting shall be reconvened within four (4) weeks. If within thirty (30) minutes of the nominated adjourned meeting time a quorum is not present, the members who are present may nevertheless proceed with the business of that meeting as if a quorum was present. The Chair may, with the consent of the General Meeting at which a quorum is present and must if so directed by such meeting adjourn the General Meeting from time to time and from place to place. There must not be transacted at an adjourned meeting any business other than business left unfinished or on the agenda at the time when the General Meeting was adjourned.

## **15. Notice of General Meeting**

- 15.1 Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the register kept by the Association. The auditor (if any) and the Board shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- 15.2 A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- 15.3 At least fourteen (14) days' notice of a General Meeting and at least twenty-one (21) days' notice of a General Meeting if a special resolution is to be proposed shall be given to those Members entitled to receive notice together with:
- a) the agenda for the Meeting; and
  - b) any notice of motion received from Members.

## **16. Service of Notice**

### **16.1 Manner of Service**

Any notices or other communication to be given under this Constitution must be given by sending the notice by hand delivery, post, facsimile transmission or electronic mail to:

- a) in the case of Members to the member's registered address, facsimile number or electronic mail address; or



- b) in the case of any other person, to the last notified address, facsimile number or electronic mail address.

## **16.2 Time of service**

- a) Where notice is given by hand delivery, the notice is deemed to have been served at any time of delivery.
- b) Where a notice is sent by post, the notice is deemed to have been served three (3) days after posting.
- c) Where a notice is sent by facsimile transmission, the notice is deemed to have been served upon receipt of a confirmation report confirming that the facsimile was sent to/or received at the facsimile number to which it was sent.
- d) Where notice is sent by electronic mail, the notice is deemed to have been served at the time it was sent.

## **17. Finance**

- 17.1 The Association's financial year will be for a period of twelve (12) months commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each year.
- 17.2 The Association must open an account in the name of the Association with a financial institution from which all expenditure of the Association is made and into which all funds received by the Association are deposited.
- 17.3 Subject to any restrictions imposed at a General Meeting, the Board may approve expenditure on behalf of the Association.
- 17.4 The Board may authorise the Manager to expend funds on behalf of the Association up to a specified limit without requiring approval from the Board for each item on which the funds are expended.
- 17.5 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association must be signed or authorized by two (2) of three (3) designated Employees as approved by the Board.
- 17.6 The Association may hold a credit card to facilitate certain discretionary financial transactions. The credit card shall be operable by the Manager and other Employees at the discretion of the Board.
- 17.7 A financial report shall be presented at each Board Meeting and financial statements which comply with the Act must be presented at each Annual General Meeting.
- 17.8 Subject to any restrictions imposed by the Board, the Board may approve payment by direct debits provided such approval is obtained from one (1) of three (3) designated Board members and the Manager or other designated Board Approved Employee.
- 17.9 For each financial year, the Board must ensure that the requirements imposed on the Association under Part 5 of the Act relating to the financial statements or financial report of the Association are met. Without limiting this rule, those requirements include:
  - b) if the Association is a Tier 3 Association, the preparation of the financial report; and

- c) if required, the review or auditing of the financial statements or financial report, as applicable; and
- d) the presentation to the Annual General Meeting of the financial statements or financial report, as applicable; and
- e) if required, the presentation to the Annual General Meeting of a copy of the report of the review or auditors' report, as applicable, on the financial statements or financial report.

## **18 Custody of books and securities**

- 18.1 Subject to rule 18.2, the books and any securities of the Association must be kept in the Secretary's custody or under the Secretary's control.
- 18.2 The financial records and, as applicable, the financial statements or financial reports of the Association must be kept in the Manager's custody and under the Manager's control.
- 18.3 Rules 18.1 and 18.2 have effect except as otherwise decided by the Board.
- 18.4 The books of the Association must be retained for at least seven (7) years.

## **19. Record of officeholders**

- 19.1 The record of Board members and other persons authorised to act on behalf of the Association that is required to be maintained under section 58(2) of the Act must be kept in the Secretary's custody or under the Secretary's control.

## **20. Inspection of records and documents**

- 20.1 Rule 20.2 applies to a Member who wants to inspect:
  - a) the register of Members under section 54(1) of the Act; or
  - b) the record of the names and addresses of Board members and other persons authorised to act on behalf of the Association, under section 58(3) of the Act; or
  - c) any other record or document of the Association.
- 20.2 The Member must contact the Secretary to make the necessary arrangements for the inspection.
- 20.3 The inspection must be free of charge.
- 20.4 If:
  - a) a Member inspecting the register of members wishes to make a copy of, or take an extract from, the register under section 54(2) of the Act; or
  - b) a Member makes a written request under section 56(1) of the Act to be provided with a copy of the register of members,

the Board may require the Member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purposes is connected with the affairs of the Association.

20.5 If the Members wants to inspect a document that records the minutes of a Board meeting or committee meeting, the right to inspect that document is subject to any decision the Board or committee as the case may be has made about minutes of Board or committee meetings generally, or the minutes of a specific Board or committee meeting being available for inspection by Members.

20.6 The Member may make a copy of or take an extract from a record or document referred to in rule 20.1c) but does not have right to remove the record or document for that purpose.

20.7 The Member must not use or disclose information in a record or document referred to in rule 20.1c) except for a purpose:

- a) that is directly connected with the affairs of the Association; or
- b) that is related to complying with a requirement of the Act.

## **21. Publication by Board members of statements about Association business prohibited**

A Board member must not publish, or cause to be published, any statement about the business conducted by the Association at a General Meeting or Board meeting unless:

- a) the Board member has been authorised to do so at a Board meeting; and
- b) the authority given to the Board member has been recorded in the minutes of the Board meeting at which it was given.

## **22. Common Seal**

22.1 The Association may execute a document without using a common seal if the document is signed by:

- a) two (2) Board members; or
- b) one (1) Board member and a person authorised by the Board.

22.2 If the Association has a common seal:

- a) the name of the Association must appear in legible characters on the common seal; and
- b) a document may only be sealed with the common seal by the authority of the Board and in the presence of:
  - i) two (2) Board members; or
  - ii) one (1) Board member and a person authorised by the Board,

and each of them is to sign the document to attest that the document was sealed in their presence.

22.3 The Secretary must make a written record of each use of the common seal.

22.4 The common seal must be kept in the custody of the Secretary or another Board member authorised by the Board.

**23. Public Relations**

- 23.1 All general news releases and information on the Association shall be issued or authorised by the Manager or Chair. Items relating to any policies of the Association must be sanctioned by the Chair or Deputy Chair.

**24. Constitution Amendments**

- 24.1 This Constitution must not be altered except by Special Resolution in accordance with the Act and in compliance with Part 3 Division 2 of the Act.

**25. Dissolution**

The Association may be wound up in accordance with the provisions of the Act.

**26. Distribution of surplus property on winding up of Association**

If, on the winding up of the Association or cancellation of the incorporation, any property of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of that winding up, that property shall be distributed as determined by Special Resolution by reference to the persons mentioned in section 24(1) of the Act.

**27. Indemnity**

**27.1 Board to be indemnified**

Every Board member, officer, auditor, Manager, Employee, agent or Volunteer of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him in his capacity as Board member, officer, auditor, Manager, Employee, agent or Volunteer in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him or her by the Court.

**27.2 Association to Identify Board Member**

The Association shall indemnify its Board members, officers' managers and employees against all damages and costs (including legal costs) for which any such Board member, officer, manager or employee may be or become liable to any third party in consequence of any act or commission except willful misconduct:

- a) in the case of a Board member or officer performed or made whilst acting on behalf of and with the authority, express or implied, of the Association; and
- b) in the case of an Employee, performed or made in the course of, and within the scope of his employment by the Association.

**28. Complaints and Disputes**

- 28.1 Any complaint made by a Member or member of the public against the Association or a Member must be submitted in writing to the Board within three (3) months of the incident or cause of complaint.

- 28.2 The Board must investigate the complaint fully.

- 28.3 The person(s) making the complaint will be informed of the outcome in writing.
- 28.4 In the case of a dispute, the parties to the dispute must meet and discuss the matter and try and resolve the dispute within fourteen (14) days after the dispute comes to the attention of all of the parties.
- 28.5 If the parties are unable to resolve the dispute at the meeting or if a party fails to attend a meeting, then the parties must within ten (10) days, hold a meeting in the presence of a mediator.
- 28.6 The Mediator must be:
- a) a person chosen by agreement between the parties; or
  - b) in the absence of agreement:
    - i) in the case of a dispute between Members, a person appointed by the Board; or
    - ii) in the case of a dispute between a Member or non-member and the Association, a person who is a mediator appointed to or employed with, a not for profit organisation.
- 28.7 A Member of the Association can be a mediator, provided they are not a party to the dispute.
- 28.8 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 28.9 The mediator must:
- a) give the parties to the mediation process every opportunity to be heard;
  - b) allow due consideration by all parties to of any written statement submitted by any party; and
  - c) ensure that natural justice is accorded to the parties to the parties to the dispute throughout the mediation process.
- 28.10 The Mediator must not determine the dispute.
- 28.11 The mediation must be confidential and without prejudice.
- 28.12 If the dispute is not resolved by mediation, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.