

K&L GATES

**Constitution of Centre for Women's Safety  
and Wellbeing Inc**

**an incorporated association**

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# Centre for Women's Safety and Wellbeing Incorporated

## An Incorporated Association

### 1. Name

The name of the incorporated association is Centre for Women's Safety and Wellbeing Incorporated.

### 2. Interpretation

#### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 2015 (WA)* and any regulations made under that statute;

**Annual General Meeting** means a meeting convened in accordance with clause 8.2;

**Application Form** has the meaning given in clause 7.3;

**Associate Member** means an organisation that satisfies the eligibility criteria in clause 7.2(b) entered into the Register of Members;

**Association** means Centre for Women's Safety and Wellbeing Incorporated;

**Authorised Individual** means a person appointed by a Full Member or an Associate Member that is an organisation in accordance with clause 7.5;

**Board** means the board of the Association;

**Board Member** means a person elected, co-opted or otherwise appointed to the Board from time to time and includes the Elected Board Members, the Co-opted Board Members and the Chair;

**Candidate** means a candidate nominated for election to the Board, to be determined in accordance with the Nomination Policy;

**CEO** means the Chief Executive Officer of the Association appointed by the Board;

**Chair** means the chair of the Association as elected by the Board in accordance with clause 9.6;

**Commissioner** means the person designated as the Commissioner from time to time under section 153 of the Act;

**Co-opted Board Member** has the meaning given in clause 9.3(d)(ii);

**Disciplinary Procedure** means the procedure set out in clause 7.8;

**Elected Board Member** has the meaning given in clause 9.3(d)(i);

**Executive Positions** has the meaning given in clause 9.3(f);

**Financial Records** includes:

- (a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;
- (b) documents of prime entry; and
  - (i) working papers and other documents needed to explain:
    - (A) the methods by which financial statements are prepared; and
    - (B) adjustments to be made in preparing financial statements;

**Financial Report** means a financial report of a tier 2 association or tier 3 association prepared in accordance with Part 5 of the Act and which consists of:

- (a) the Financial Statements for the relevant Financial Year;
- (b) the notes to the Financial Statements; and
- (c) the Board's declaration about the Financial Statements and notes;

**Financial Statements** means financial statements prepared in accordance with Division 3 of the Act;

**General Meeting** means either the Annual General Meeting or a Special General Meeting;

**Full Member** means an organisation that satisfies the eligibility criteria in clause 7.2(a) and entered into the Register of Members;

**Member** means a member of the Association entered in the Register of Members and refers to both Full Members and Associate Members;

**Membership Fees** means the fees set by the Board to be paid by Members annually pursuant to clause 7.6;

**Network Meeting** has the meaning given in clause 8.1(a);

**Objectives** has the meaning given in clause 4;

**Ordinary Resolution** has the meaning given in clause 8.9(b);

**Preferential System of Voting** means:

- (a) all Candidates are listed in alphabetical order on the ballot paper;
- (b) voters are required to allocate a number to each Candidate in ascending order with:
  - (i) 1 indicating the most preferred Candidate;
  - (ii) 2 for their second most preferred Candidate; and
  - (iii) so on and so forth;

- (c) if a Candidate has a clear majority on the basis of 1st preferences then the Candidate is elected to the position;
- (d) if there is a tie after the counting of the first preferences, 2nd preferences are counted; and
- (e) third and subsequent preferences are only counted until the tie is resolved;

**Present** means, in connection with a meeting, a Member being present in person or by proxy, attorney or Authorised Individual, and includes being present at a different venue from the venue at which other Members are participating in the same meeting, providing the pre-requisites for a valid meeting at different venues are observed;

**poll** means voting conducted in written form (as opposed to a show of hands);

**Register of Members** means register of Members of the Association established under clause 7.11;

**Secretary** means the secretary of the Association as appointed by the Board;

**Special General Meeting** means a meeting convened in accordance with clause 8.3;

**Special Resolution** means a resolution passed by the Association at a General Meeting in accordance with section 51 of the Act by the votes of not less than three-fourths of the Members Present and eligible to vote at the general meeting; and

**Standing Committee** has the meaning given in clause 9.12(a);

**Task Group** has the meaning given in clause 9.12(c);

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth) and includes any regulations made under that statute;

**Term** means the term of office of a Board Member as set out in clause 9.7(a);

**tier 1 association** means an incorporated association to which section 64(1) of the Act applies;

**tier 2 association** means an incorporated association to which section 64(2) of the Act applies; and

**tier 3 association** means an incorporated association to which section 64(3) of the Act applies.

## 2.2 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Agreement;

- (d) other grammatical forms of a defined word or expression have a corresponding meaning;
- (e) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (h) "month" means calendar month and "year" means 12 consecutive months;
- (i) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (j) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (k) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body; and
- (l) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

### 2.3 Compliance with the Act

This Constitution is subject to the Act, which overrides any clause in this Constitution that is inconsistent with or not permitted by the Act.

### 2.4 Transitional

Everything done under this Constitution continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

## 3. Purpose

- (a) The Association is the peak body in Western Australia for:
  - (i) services supporting women and their children experiencing domestic and family violence; and
  - (ii) sexual assault and women's health services.
- (b) The charitable purposes of the Association are to:
  - (i) improve responses to, and the prevention of, violence against women and their children;
  - (ii) promote women's health and wellbeing; and

- (iii) advance gender equity.
- (c) The Association will achieve its purposes by working with governments, peak bodies, public community and private organisations to prevent violence against women and their children, promote women's health, advance gender equity, and to ensure that women's voices are integral to policy, legislation and services.
- (d) The Association will take an intersectional approach that recognises the multiple forms of discrimination women face, so that responses to these issues address the particular and diverse needs of women.

#### 4. **Objectives**

The objectives of the Association are to (**Objectives**):

- (a) advocate, influence and collaborate to improve outcomes in the prevention of, and responses to, violence against women and their children, sexual assault/abuse, women's health and gender equity;
- (b) lead and enhance the capacity of services to meet the safety, health and wellbeing needs of women and their children in the Western Australian community;
- (c) provide policy advice and monitor policies, legislation, programs and practices which impact on women's safety, capacity for good health, access to justice and economic security;
- (d) be a knowledge translation and exchange centre for violence against women and their children, sexual assault/abuse, gender equity, and the promotion of women's health and wellbeing, with strong roots in policy, practice, academic and community networks;
- (e) identify significant issues and raise public awareness of all aspects of violence against women and their children, sexual assault/abuse, gender inequity and the social determinants of women's health;
- (f) ensure that the activities of the Association are responsive to the needs of women and their children that may be disadvantaged because of multiple and intersecting forms of discrimination and inequity; and
- (g) provide assistance, information and referral to enable women and children in crisis to access the vital resources they require.

#### 5. **Powers of a Not-for-Profit**

##### 5.1 **Powers**

The Association has all the powers of an incorporated association under the Act. The Association may only use its powers to do:

- (a) anything which it considers will advance or achieve the Objectives; and
- (b) all other things that are incidental to carrying out the Objectives.

##### 5.2 **Not-for-Profit**

- (a) The property and income of the Association must be applied solely towards promoting the Objectives, and no part of the Association's property or income may be paid or otherwise distributed, directly or indirectly to any Member, except in good faith in promoting the Objectives.
- (b) A payment may be made (directly or indirectly) to a Member out of the funds of the Association only if it is authorised under clause 5.2(c).
- (c) A payment to a Member out of the funds of the Association is authorised if it approved by an Ordinary Resolution of Members or is:
  - (i) a payment in good faith to that Member of reasonable remuneration for services provided to the Association; or reasonable compensation for goods supplied to the Association in the ordinary course of business;
  - (ii) a payment of interest on money borrowed from a Member by the Association, at a rate not exceeding the cash rate published from time to time by the Reserve Bank of Australia;
  - (iii) a payment of reasonable rent to the Member for any premises leased by the Member to the Association; or
  - (iv) the reimbursement of reasonable expenses properly incurred by a Member on behalf of the Association.

## 6. Participation of Members

The Association values the contribution of Members in the important issues of practice development, continuous quality improvement and policy.

## 7. Membership

### 7.1 Number of Numbers

- (a) The minimum number of Members of the Association is 6.
- (b) The maximum number of Members of the Association is at the discretion of the Board.

### 7.2 Eligibility

There are two classes of membership of the Association:

- (a) **(Full Member)** Full membership is open to any organisation that:
  - (i) works to respond to and prevent violence against women and their children; or
  - (ii) is a sexual assault service and/or women's health service; and
  - (iii) supports the Objectives.
- (b) **(Associate Member)** Associate membership is open to any organisation or individual that:

- (i) does not work directly in prevention or response to domestic, family and/or sexual violence, but has an interest in the prevention violence against women and their children, gender equity and women's health promotion; and
- (ii) supports the Objectives.

### 7.3 Applications

Applications for membership of the Association must be in writing in a form approved by the Board and sent to the Association (**Application Form**) which must:

- (a) state that the applicant:
  - (i) wishes to become either a Full Member or Associate Member;
  - (ii) endorses the purpose, Objectives and values of the Association; and
  - (iii) agrees to comply with this Constitution;
- (b) if the applicant is an organisation:
  - (i) be signed by 2 authorised representatives of the applicant; and
  - (ii) contain the contact details of the individual to be appointed as the applicant's Authorised Individual in accordance with the criteria provided in clause 7.5;
- (c) if applying for Full Membership, be accompanied by:
  - (i) the applicant's constitution or a public document which states the purpose and aims of the applicant's organisation; and
  - (ii) any other information reasonably required by the Board to evidence that the applicant meets the eligibility criteria for approval as a Full Member as set out in clause 7.2(a);
- (d) if applying for Associate Membership, be accompanied by:
  - (i) written documentation as to why the applicant is interested in the issue of the prevention of violence against women and their children, promoting women's health and advancing gender equity; and
  - (ii) any other information reasonably required by the Board to evidence that the applicant meets the eligibility criteria for approval as an Associate Member as set out in clause 7.2(b).

### 7.4 Approval

- (a) The Board may, at a Board meeting by a majority vote of those present and eligible to vote on the resolution, resolve to accept or reject membership applications submitted in accordance with clause 7.3 in its absolute discretion without any obligation to give reasons for such acceptance or rejection. The Board may require the applicant to supply additional supporting evidence of eligibility for membership.

- (b) Applications for membership must be tabled at a Board meeting and assessed by the Board against the eligibility criteria as detailed in clause 7.2.
- (c) If the Board resolves to approve an application for membership under clause 7.4(a), the Chief Executive Officer or the Secretary must ensure that, as soon as practicable:
  - (i) the applicant is notified in writing of the approval for membership and, if applicable, that the individual nominated as the applicant's Authorised Individual has also been approved; and
  - (ii) that payment is requested within 28 days after receipt of the notification of an invoice sent by the Association to the successful applicant setting out the Membership Fees under clause 7.6 as the first year's annual subscription.
- (d) The Secretary must ensure that, within 28 days after receipt of the Membership Fees referred to in clause 7.6, the applicant's name (and the name of its Authorised Individual if applicable) is entered in the Register of Members.
- (e) An applicant becomes a Member and is entitled to exercise the rights of membership when the applicant's name is entered in the Register of Members.
- (f) If the Board does not approve an application, the Chief Executive Officer or the Secretary must, as soon as practicable, notify the applicant in writing that the application has not been approved.
- (g) A right, privilege, or obligation of a Member by reason of membership of the Association:
  - (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, resignation, insolvency or otherwise.

## **7.5 Authorised Individuals**

- (a) Every Full Member and any Associate Member that is an organisation must at all times have appointed an individual to act as its Authorised Individual at General Meetings in all matters, subject to the Act and subject to any restrictions on the Authorised Individual's powers imposed by the Member.
- (b) The Member must give written notice to the Association of the appointment of its Authorised Individual. Every Member which has an Authorised Individual may change its Authorised Individual at any time by notice in writing to the Board, with such a change to only take effect on and from receipt by the Association of the written notice.
- (c) The Board may in its absolute discretion reject the appointment of an Authorised Individual at any time, if it believes on reasonable grounds that it is in the interests of the Association to do so.
- (d) Subject to this Constitution, an Authorised Individual:

- (i) is entitled to exercise at a General Meeting all the powers which its appointing Member could exercise if it were a natural person;
  - (ii) is entitled to be counted towards a quorum on the basis that the Member will be deemed Present at a General Meeting by its Authorised Individual; and
  - (iii) subject to satisfying the applicable eligibility requirements provided for under this Constitution, is eligible to be appointed or elected as a Board Member.
- (e) Where:
- (i) an Authorised Individual's appointment has been revoked; and
  - (ii) the Secretary has not received written notice of the revocation prior to a General Meeting,
- any vote given at the relevant meeting in accordance with the terms of instrument appointing the Authorised Individual will be valid.
- (f) If written notice of the appointment of an Authorised Individual has not been received in accordance with clause 7.5(a), the Chair of a General Meeting may allow an Authorised Individual to vote on condition that they subsequently establish their status as an Authorised Individual within a period prescribed by, and to the satisfaction of, the Chair of the General Meeting.

## **7.6 Membership Fees**

- (a) The Board must by resolution set the Membership Fees payable by Members in each Financial Year.
- (b) The amount of the Membership Fees and the date for payment may vary according to criteria (including the type of membership - whether Full Membership or Associate Membership) as determined by the Board.
- (c) Except for the Membership Fees determined by the Board and set by resolution in accordance with clause 7.6, there are no entrance fees or other amounts to be paid in respect of membership of the Association.

## **7.7 Rights, Obligations and Liability**

- (a) A Full Member has all the rights provided to Members under this Constitution, including the right to:
  - (i) receive notices from the Association;
  - (ii) attend, request the convening of and vote at all General Meetings of the Association; and
  - (iii) be elected to the Board and any sub-committees of the Association.
- (b) An Associate Member has the right to:
  - (i) receive notices from the Association; and

- (ii) attend all General Meetings of the Association (but has no right to vote at any such General Meeting).
- (c) Subject to the Act, and without derogating from the rights of existing Members, the Association may by resolution create additional classes of membership of the Association and determine the eligibility criteria, rights and obligations of those members.
- (d) The rights of Members are not transferable, and end when the Member ceases to be a Member in accordance with clause 7.10 of this Constitution.
- (e) Members must at all times comply with this Constitution and must support the purpose, Objectives and values of the Association.
- (f) In accordance with clause 8.9(c), Full Members are entitled to exercise one vote at General Meetings and Associate Members are not entitled to vote.

## **7.8 Disciplinary Procedure**

- (a) Subject to this Disciplinary Procedure, the Board may resolve to suspend or expel a Member for:
  - (i) no longer meeting the applicable eligibility criteria for membership in clause 7.2;
  - (ii) failing to comply with this Constitution or any by-laws or policies of the Association; or
  - (iii) causing a detriment to the Association or bringing the Association into disrepute in the Board's reasonable opinion.
- (b) The Board must not pass a resolution under clause 7.8(a) unless the Member has been:
  - (i) given prior written notice of what it is alleged the Member has done; and
  - (ii) given a reasonable opportunity to be heard by an independent decision-maker, to be appointed by the Board, who will determine the outcome of the Disciplinary Procedure.
- (c) If the Member exercises a right of appeal to the Association in a General Meeting by giving an Appeal Notice under clause 7.8(g), the resolution of the Board under clause 7.8(a) does not take effect unless it is confirmed by the Association in accordance with clause 7.8(i).
- (d) A meeting of the Board to pass a resolution under clause 7.8(a) must be held not earlier than 14 days, and not later than 28 days, after notice has been given to the Member in accordance with clause 7.8(b).
- (e) For the purposes of giving notice in accordance with clause 7.8(b), the Chair must, as soon as practicable, cause to be given to the Member a written notice:
  - (i) setting out the proposed resolution of the Board and the grounds on which it is based;

- (ii) stating that the Member, or the Member's Authorised Individual, may address the Board;
  - (iii) stating the date, place and time of the Board meeting;
  - (iv) informing the Member that they may do one or both of the following:
    - (A) attend the Board meeting;
    - (B) give to the Board before the date of the Board meeting a written statement; and
  - (v) informing the Member that, if at the Board meeting, the Board passes the resolution, the Member may, not later than 48 hours after that meeting, give the Chair a notice to the effect that it wishes to appeal to the Association in General Meeting against the resolution.
- (f) At a meeting of the Board to pass a resolution under clause 7.8(a), the Board must:
- (i) give the Member, or the Member's Authorised Individual, an opportunity to be heard; and
  - (ii) give due consideration to any written statement submitted by the Member.
- (g) If the Board passes a resolution referred to under clause 7.8(a), the Member may, not later than 48 hours after the Board meeting, give the Chair a notice to the effect that he or she wishes to appeal to the resolution at a General Meeting of the Association (**Appeal Notice**).
- (h) If the Chair receives an Appeal Notice, the Chair must notify the Board and the Board must convene a General Meeting of the Association to be held within 28 days after the date on which the Chair received the notice.
- (i) At the General Meeting of the Association convened under clause 7.8(h):
- (i) no business other than the question of the appeal may be conducted;
  - (ii) the Board may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution;
  - (iii) the Member, or the Member's Authorised Representative, must be given an opportunity to be heard; and
  - (iv) the Members Present and eligible to vote must vote by secret ballot on the question whether the resolution should be confirmed or revoked.
- (j) A resolution is confirmed if, at the General Meeting, the Members Present and eligible to vote, pass a Special Resolution in favour of the resolution. In any other case, the resolution is revoked.
- (k) The Association may not fine Members.
- (l) The Disciplinary Procedure set out in this clause 7.8 is to be completed as soon as is reasonably practicable.

### **7.9 Failing to pay Membership Fees**

- (a) Members whose Membership Fees are 6 months in arrears will automatically be deemed to have resigned from membership (and will lose all rights afforded to Members under this Constitution) unless otherwise resolved by the Board.
- (b) After the expiry of the period referred to in clause 7.9(a) (and unless otherwise resolved by the Board):
  - (i) the Member immediately ceases to be a Member; and
  - (ii) the Secretary must record in the Register of Members the date on which the Member ceased to be a Member.

### **7.10 Cessation**

- (a) A Member will cease to be a Member:
  - (i) if the Member resigns by notice in writing to the Secretary, on the date that the notice is received by the Secretary, or any later date specified in the notice;
  - (ii) if the Member no longer satisfies the eligibility criteria provided for in clause 7.2;
  - (iii) if their membership is revoked in accordance with clause 7.8;
  - (iv) if their Membership Fees are more than 6 months in arrears in accordance with clause 7.9;
  - (v) where the Member is an individual, if the Member dies; or
  - (vi) where the Member is an organisation, if it is wound up, dissolved, deregistered or otherwise ceases to be an organisation.
- (b) If a Member ceases to be a Member it:
  - (i) will have its name (and the name of its Authorised Individual, if applicable) removed from the Register of Members;
  - (ii) is not entitled to any refund (or part refund) of any Membership Fee paid; and
  - (iii) will remain liable for and must pay to the Association all fees and any other amounts which were due to the Association at the date they cease to be a Member.
- (c) The Secretary must keep a record, for at least 1 year after a person ceases to be a Member, of:
  - (i) the date on which the person ceased to be a Member; and
  - (ii) the reason why the person ceased to be a Member.

### **7.11 Register of Members**

- (a) The Secretary (or any other person authorised by the Board) must ensure that a register of members is kept in accordance with section 53 of the Act (**Register of Members**) which contains:
  - (i) the name of each Member and, if applicable, the name and contact details of its Authorised Individual;
  - (ii) the residential, postal or email address for notices of each Member and, if applicable, its Authorised Individual;
  - (iii) the date on which the Member's name was entered into the Register of Members;
  - (iv) the type of each Member - whether a Full Member or an Associate Member; and
  - (v) in the case of former Members, the date of ceasing to be a Member.
- (b) The Secretary must ensure that any changes to the membership of the Association must be entered in the Register of Members within 28 days after the date of the change.

#### **7.12 Grievance Procedure**

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between:
  - (i) a Member and another Member or Members; and
  - (ii) a Member and the Association (which includes the Board).
- (b) The parties must first attempt to resolve the dispute themselves within 4 weeks. In the case of a dispute involving the Association, the Chair or another Board Member nominated by the Chair will represent the Association.
- (c) If the parties are unable to resolve the dispute after 4 weeks, any party to the dispute may elect to have the dispute referred to mediation under clause 7.12(d).
- (d) Where a dispute is referred to mediation under this Constitution, a mediator who is eligible in accordance with clause 7.12(e) must be appointed by:
  - (i) agreement between the parties to the dispute within 14 days of the referral; or
  - (ii) the Board, if the parties fail to agree on the mediator within the period specified in clause 7.12(d)(i).
- (e) The person appointed as mediator may be a Member (or an Authorised Individual) or a former Member, but must not have any personal interest in the subject matter of the dispute, or be biased in favour of or against any party to the mediation.
- (f) The mediation must be commenced within 28 days after the mediator has been appointed and must be concluded within 1 month after the mediator has been appointed, unless otherwise agreed between the parties to the dispute.

- (g) The mediator's costs are to be paid by the party or parties to the mediation that requested the appointment of the mediator.
- (h) Each party must meet its own costs of and in connection with the mediation.
- (i) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation and must comply with requests by the mediator, including requests to provide evidence, attend meetings and pay the mediator's fees.
- (j) Unless otherwise agreed between the parties, the parties must exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- (k) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard;
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (l) The mediator must not determine the dispute.
- (m) The mediation must be confidential and without prejudice.
- (n) If the mediation process does not result in the dispute being resolved, the parties to the dispute may seek to resolve the dispute in accordance with the Act or otherwise in accordance with law.

## 8. Meetings

### 8.1 Network Meetings

- (a) The Chair will convene at least 3 informal meetings of the Members (**Network Meeting**) each calendar year. For the avoidance of doubt, a Network Meeting is not a General Meeting.
- (b) The business of the Network Meeting may include:
  - (i) providing updates to Members on the Association's activities;
  - (ii) consulting with Members on relevant key issues;
  - (iii) facilitating coordinated responses to government policy initiatives and directives;
  - (iv) facilitating communication between Member services to inform policy, protocol and other requirements of systems integration and violence prevention;
  - (v) supporting practice development and critical best practice in service delivery to women and children experiencing domestic, family and/or sexual violence; and

- (vi) providing opportunities for robust debate within a respectful environment and to encourage diversity of opinions from Members.

## **8.2 Annual General Meeting**

- (a) The Board must convene an Annual General Meeting within 6 months of the end of the Financial Year, or such other longer period as is permitted under the Act.
- (b) The ordinary business of the Annual General Meeting is:
  - (i) to verify the minutes of:
    - (A) the last Annual General Meeting, and
    - (B) any Special General Meetings since the last Annual General Meeting;
  - (ii) to consider the annual report on the activities of the Association, prepared by the Chief Executive Officer and the Board;
  - (iii) receiving and considering:
    - (A) the Board's annual report on the Association's activities during the preceding Financial Year;
    - (B) if the Association is a tier 1 association, the Financial Statements of the Association for the preceding Financial Year presented under Part 5 of the Act;
    - (C) if the Association is a tier 2 association or a tier 3 association, the Financial Report of the Association for the preceding Financial Year presented under Part 5 of the Act; and
    - (D) if required to be presented for consideration under Part 5 of the Act, a copy of the review report or the auditor's report on the Financial Statements or Financial Report (as applicable); and
  - (iv) to elect Board Members in accordance with clause 9.5.
- (c) No other business can be considered at an Annual General Meeting unless notice to consider that business has been given in accordance with clause 8.4.

## **8.3 Special General Meetings**

- (a) A Special General Meeting may be convened by:
  - (i) the Board, by passing a resolution to convene such meeting; or
  - (ii) 20% or more of Members entitled to vote at a General Meeting, by notice signed by those Members:
    - (A) stating the business to be conducted at the Special General Meeting; and
    - (B) lodged with the Secretary.

- (b) On receipt of a request from Members under clause 8.3(a)(ii), the Board must:
  - (i) give all Members 21 days' notice of the Special General Meeting; and
  - (ii) hold the Special General Meeting within 2 months of the date of the request or such other longer period as may be permitted by the Act.
- (c) Subject to the Act, the Board may cancel or postpone any Special General Meeting or change its venue by giving notice to all persons to whom the notice of the original meeting was given, but may not cancel a Special General Meeting which was called or requested by Members, without the prior written consent of those Members.

#### **8.4 Notice of General Meetings**

- (a) Subject to clause 8.4(e), at least 21 clear days' notice in writing of all General Meetings must be given to all Members.
- (b) The notice must state:
  - (i) the date, time and place (or places) of the meeting;
  - (ii) if the meeting is to be held at more than 1 place - the technology that will be used to facilitate the meeting;
  - (iii) the general nature of each item of business to be considered, including any business that any Full Member has requested be considered; and
  - (iv) if a Special Resolution is to be proposed:
    - (A) the wording of the proposed resolution; and
    - (B) that it is intended that the resolution be a Special Resolution.
- (c) The notice must also include:
  - (i) a statement that each Full Member's Authorised Individual may attend, speak and vote on their behalf;
  - (ii) a statement that each Associate Member (or its Authorised Individual) may attend and speak but not vote; and
  - (iii) a statement that:
    - (A) a Full Member may appoint a proxy to attend, speak and vote in accordance with clause 8.5; and
    - (B) the proxy must be a Full Member or an Authorised Individual.
- (d) Despite clause 8.4, the accidental omission to give notice of a General Meeting to a Member or Members, or the non-receipt by a Member or Members of notice of the meeting does not invalidate the meeting.
- (e) Subject to clause 8.4(f), shorter notice of General Meetings (including Annual General Meetings) may be provided if:

- (i) for an Annual General Meeting, all the Members entitled to vote at the Annual General Meeting agree prior to the Annual General Meeting; and
  - (ii) for any other General Meeting, Members holding at least 95% of the votes that may be cast at the General Meeting agree prior to the General Meeting.
- (f) The Association cannot call any General Meeting (including the Annual General Meeting) on shorter notice than that specified in clause 8.4(a) if a resolution will be moved at the meeting to:
- (i) appoint or remove a Board Member; or
  - (ii) remove an auditor or reviewer.

### **8.5 Proxies**

- (a) Other than its Authorised Individual (if applicable), a Member may appoint another Authorised Individual as a proxy to represent them at General Meetings and exercise all the rights to which that Member is entitled to exercise at the General Meetings.
- (b) An appointment of a proxy must be:
  - (i) in writing;
  - (ii) signed by the Member appointing the proxy; and
  - (iii) received by the Chair at least 24 hours prior to the General Meeting at which the proxy will be present.

### **8.6 Use of Technology**

General Meetings may be held at more than 1 place, provided that the technology that is used enables each Member at all places at which the meeting is held to clearly and simultaneously communicate with every other such Member.

### **8.7 Quorum**

- (a) The quorum at all General Meetings is 20% of all Full Members being Present.
- (b) If a quorum is not present within 30 minutes of the time of which notice has been given:
  - (i) where the meeting is convened on the requisition of Members, the meeting must be automatically dissolved; or
  - (ii) in any other case:
    - (A) the meeting stands adjourned to a day and at a time and place as the Board decides or, if no decision is made by the Board, to the same day in the next week at the same time and place; and
    - (B) if no quorum is Present at the resumed meeting within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

## 8.8 Facilitation

- (a) The Chair will act as the chair at all General Meetings.
- (b) If the Chair is not able to be present, or does not wish to chair the meeting, the Chair must nominate another member of the Board to chair, or failing such nomination, the Members Present and entitled to vote may resolve to appoint a person to act as the Chair.
- (c) Where a person is appointed to chair a meeting clause 8.8(b), in relation to that meeting, references to the Chair of a General Meeting in this Constitution include a reference to that person.

## 8.9 Decision Making

- (a) Wherever possible, resolutions at General Meetings are to be made through consensus, that is, the agreement of all Full Members Present.
- (b) If a consensus cannot be achieved, the Chair must call for a vote on the resolution. Other than resolutions required to be passed by a Special Resolution under the Act, a resolution will be passed where a majority of Full Members Present and eligible to vote on the resolution vote in favour of the resolution (**Ordinary Resolution**).
- (c) At General Meetings:
  - (i) each Full Member has one vote on a show of hands or a poll; and
  - (ii) may attend and vote in person (through its Authorised Individual) or by proxy.
- (d) Associate Members are not entitled to vote.
- (e) Unless a poll is demanded:
  - (i) voting is by show of hands; and
  - (ii) the declaration by the Chair of the result of a vote as recorded in the minutes is conclusive evidence of that result.
- (f) A poll may be demanded by:
  - (i) the Chair; or
  - (ii) at least 5 Full Members Present entitled to vote on the resolution.
- (g) The poll must be taken as directed by the Chair.

## 9. The Board

### 9.1 Powers and Responsibility

- (a) The Board is responsible for managing the business of the Association and may exercise all powers of the Association which are not required by the Act or this Constitution to be exercised by the Association in a General Meeting.

- (b) Without limiting the generality of clause 9.1(a), the Board may exercise all the powers of the Association to:
- (i) acquire, hold, deal with, and dispose of any real or personal property;
  - (ii) open and operate bank accounts;
  - (iii) borrow money on terms and conditions as the Board thinks fit;
  - (iv) invest money not immediately required for the Objectives as the Board thinks fit;
  - (v) grant security for the discharge of liabilities and obligations of the Association;
  - (vi) appoint agents to transact business on behalf of the Association;
  - (vii) enter into any contract or arrangement; and
  - (viii) employ at its discretion a Chief Executive Officer and such other persons to carry out the day-to-day policy, research, advocacy, secretarial and financial activities of the Association.

## **9.2 Payments to Board Members**

- (a) The Association must not pay fees to a Board Member for acting as a Board Member.
- (b) Clause 9.2(a) does not apply to any payments approved by an Ordinary Resolution of Members or for out-of-pocket travel and accommodation expenses properly incurred in connection with the performance of the Board Member's functions, including (but not limited to) attending Board meetings and General Meetings.

## **9.3 Composition of the Board**

- (a) The number of Board Members will be as determined by the Board from time to time but will not:
  - (i) be less than 6 or greater than 13 in number; and
  - (ii) be less than the number in office at the time of such determination.
- (b) Notwithstanding anything else contained in this Constitution and to ensure continuity in the Board:
  - (i) until the first Annual General Meeting of the Association after the adoption of this Constitution, the Board will comprise the persons who held the office as Board Members at the General Meeting at which this Constitution was adopted; and
  - (ii) the Board may, in its discretion, resolve to appoint a person to act as the independent Chair of the Board until such time as the second Annual General Meeting after the adoption of this Constitution under clause 9.6.

- (c) The persons referred to in clause 9.3(b) are eligible for re-election at the expiration of the period referred to in that clause.
- (d) Subject to clause 9.3(b), the Board will comprise the following persons:
  - (i) elected Board Members, being those Board Members elected by the Full Members in accordance with clause 9.5 (or appointed in accordance with clause 9.7(d)) (each an **Elected Board Member**) which must consist of a representative from each of the:
    - (A) domestic and family violence sector;
    - (B) women's health sector; and
    - (C) sexual violence sector.
  - (ii) co-opted Board Members, being Board Members that are co-opted onto the Board by a resolution of the Board in accordance with clause 9.4 (or appointed in accordance with clause 9.7(d)) (each a **Co-opted Board Members**); and
  - (iii) the Chair, being the person appointed by the Board under clause 9.6.
- (e) At the first Board meeting after each Annual General Meeting, the Board will resolve to appoint Board Members to hold the positions of:
  - (i) Deputy Chair;
  - (ii) Secretary; and
  - (iii) Treasurer.
- (f) The appointment of the Chair and the persons referred to in clause 9.3(e) (**Executive Positions**) are subject to the following requirements:
  - (i) the Deputy Chair must be an Elected Board Member (and not a Co-opted Board Member);
  - (ii) the Chair must a woman; and
  - (iii) at all times, at least two Executive Positions must be held by Elected Board Members.

#### 9.4 Co-opted Board Members

- (a) A person that satisfies the eligibility criteria under clause 9.4(c) can be co-opted onto the Board by a resolution of the Board.
- (b) A Co-opted Board Member may attend and participate in Board meetings and are entitled to vote at those meetings. A Co-opted Board Member may also attend all General Meetings but has no right to vote at a General Meeting (unless the co-opted Board Member is an Authorised Individual of a Full Member).
- (c) A person is entitled to be co-opted onto the Board if they:
  - (i) are aged 18 or over;

- (ii) are not disqualified from being an office holder of the Board under sections 39 and 40 of the Act or any other legislation which applies to the Association; and
  - (iii) satisfy any additional eligibility requirements provided for in the Nomination Policy as determined by the Board from time to time.
- (d) If no Board Member is of Aboriginal or Torres Strait Islander descent, the Association must co-opt a person of Aboriginal or Torres Strait Islander descent onto the Board under in accordance with this clause 9.4 or clause 9.7(d).
- (e) A maximum of 2 men can be co-opted onto the Board as Co-opted Board Members. For the avoidance of doubt, men cannot be Elected Board Members.
- (f) Co-opted Board Members must sign a declaration in a form approved by the Board that he or she will comply with this Constitution and the code of conduct of the Association.

## 9.5 Elected Board Members

- (a) The Board must, by resolution, set a policy in respect of the procedure for the nomination and election and eligibility criteria of Board Members which will be published on the Association's website within 14 days of the resolution being passed (**Nomination Policy**). The Board may, by resolution, amend the Nomination Policy from time to time and make available such amended Nomination Policy on the Association's website.
- (b) A person is eligible for election as an Elected Board Member only if they:
- (i) are aged 18 or over;
  - (ii) are a woman;
  - (iii) are an Authorised Individual of a Full Member;
  - (iv) are not disqualified from being an office holder of the Board under sections 39 and 40 of the Act or any other legislation which applies to the Association; and
  - (v) satisfy any additional eligibility requirements set out in the Nomination Policy determined by the Board from time to time.
- (c) If the Chair or the governance subcommittee (whichever is applicable under the Nomination Policy) determines that a nominee does not satisfy the requirements of the Nomination Policy, then that person is not eligible to be a Candidate.
- (d) Subject to the Act, the Association may by Ordinary Resolution appoint or remove Elected Board Members at the Annual General Meeting.
- (e) The persons (if any) standing for election as Elected Board Members at each Annual General Meeting are any one or more of the following, as applicable:
- (i) any Elected Board Member required to retire under this Constitution and is standing for re-election; and

- (ii) a person standing for election as a new Elected Board Member who has nominated in accordance with the Nomination Policy.
- (f) Nominations must be prepared and submitted in accordance with the Nomination Policy.
- (g) If the number of Candidates for election are less than the number of Board positions available as at the date of the Annual General Meeting, the Chair may call for Candidates from the Full Members Present at the Annual General Meeting.
- (h) If the number of Candidates are equal to the number of open Elected Board Member positions as at the date of the Annual General Meeting, the Chair must declare those Candidates elected as Elected Board Members.
- (i) If more nominations are received than the number of open Elected Board Member positions as at the date of the Annual General Meeting, the Chair must appoint a returning officer to conduct a secret ballot (**Returning Officer**) at the Annual General Meeting, using the Preferential System of Voting in accordance with the following procedure (**Ballot**):
  - (i) the Returning Officer must not be a Member or an Authorised Individual;
  - (ii) each Full Member Present and entitled to vote at the meeting must be given a ballot paper containing the names of each Candidate;
  - (iii) the Returning Officer must declare elected the Candidates who receive the most votes using the Preferential System of Voting; and
  - (iv) any determination made by the Returning Officer in respect of the validity of the Ballot will be final; and
  - (v) the Board may from time to time set any other necessary procedures for the conduct of the Ballot provided that the security and anonymity of the Ballot are maintained.

## 9.6 Chair

- (a) The Board may resolve to appoint an individual to the position of the independent Chair. Any such individual may be independent from the domestic and family violence sector, the sexual violence sector and the women's community health sector.
- (b) The Chair will be appointed for the Term set out in clause 9.7(a).
- (c) A person is eligible for appointment as the Chair only if they:
  - (i) are aged 18 or over;
  - (ii) are a woman;
  - (iii) are not disqualified from being an office holder of the Board under sections 39 and 40 of the Act or any other legislation which applies to the Association; and

- (iv) satisfy any additional eligibility requirements provided for in the Nomination Policy as determined by the Board from time to time.

## 9.7 Terms of Office

- (a) Subject to clause 9.3(b) and 9.8, the term of office of a Board Member (**Term**):
  - (i) begins:
    - (A) for an Elected Board Member, when she is elected at an Annual General Meeting or is appointed to fill a casual vacancy under clause 9.7(d);
    - (B) for a Co-opted Board Member, when the Board resolves to co-opt that person onto the Board or is appointed to fill a casual vacancy under clause 9.7(d); and
    - (C) for the Chair, when the Board resolves to appoint that person to the position under clause 9.6; and
  - (ii) ends:
    - (A) for an Elected Board Member, at the second Annual General Meeting after their appointment or otherwise where her office has become vacant under clause 9.7(c);
    - (B) for a Co-opted Board Member, one year after his or her appointment or otherwise where his or her office has become vacant under clause 9.7(c); and
    - (C) for the Chair, at the second Annual General Meeting after their appointment or otherwise where their office has become vacant under clause 9.7(c).
- (b) At the expiration of their Term:
  - (i) an Elected Board Member may stand for re-election in accordance clause 9.5 and the Nominations Policy provided that no Elected Board Member may stand for re-election where that person has served 4 consecutive Terms;
  - (ii) a Co-opted Board Member may be re-appointed in accordance with clause 9.4 provided that no Co-opted Board Member may stand for re-appointment where he or she has served 4 consecutive Terms; and
  - (iii) the Chair may be re-appointed in accordance with clause 9.6 provided that no person can be re-appointed as the Chair where that person has served 2 consecutive Terms.
- (c) A Board Member's Term ends and that office becomes vacant if the Board Member:
  - (i) resigns by written notice to the Chair;
  - (ii) is an Elected Board Member and ceases to meet the eligibility criteria provided for in clause 9.5(b);

- (iii) is a Co-opted Board Member and ceases to meet the eligibility criteria provided for in clause 9.4(c);
  - (iv) is the Chair and ceases to meet the eligibility criteria provided for in clause 9.6(c);
  - (v) becomes ineligible to act as a Board Member under the Act or this Constitution;
  - (vi) becomes physically or mentally incapable of performing the Board Member's duties and the Board resolves that his or her office be vacated for that reason;
  - (vii) is absent from more than:
    - (A) 4 consecutive Board meetings without a reasonable excuse or leave of absence granted from the Board; or
    - (B) 4 Board meetings in the same Financial Year without tendering an apology to the relevant Chair of each meeting, which apology is accepted by the Chair,
 and the Board determines that his or her office be vacated for that reason; or
  - (viii) is the subject of an Ordinary Resolution passed by the Full Members terminating his or her appointment as a Board Member.
- (d) The Board may appoint an individual to fill vacancies in the Board, including a Board position:
- (i) not filled at the Annual General Meeting; and
  - (ii) that has become vacant under clause 9.7(c),
- provided that:
- (iii) if an individual is appointed to fill a casual vacancy in the office of an Elected Board Member, that individual must meet the eligibility criteria in clause 9.5(b); and
  - (iv) if an individual is appointed to fill a casual vacancy in the office of a Co-opted Board Member, that individual must meet the eligibility criteria in clause 9.4(c).
- (e) Any person appointed to fill a casual vacancy will automatically retire at the next Annual General Meeting and is eligible for election at that Annual General Meeting in accordance with this Constitution.

## **9.8 Rotational System**

- (a) To implement a rotational system of the Elected Board Member appointments, at the first Annual General Meeting after the adoption of this Constitution:
  - (i) half of the Elected Board Members will be elected until the following Annual General Meeting after their election; and

- (ii) half of the Elected Board Members will be elected until the second Annual General Meeting after their election.
- (b) At all subsequent Annual General Meetings, the Term of Elected Board Members is as outlined in clause 9.7(a)(i).
- (c) For the avoidance of doubt, this clause 9.8 does not apply to the individual appointed as the independent Chair for the period referred to in clause 9.3(b)(ii).

## **9.9 Duties**

- (a) All Board Members owe the Association the following duties as Board Members (as further set out in the Act):
  - (i) to act honestly and in good faith and for a proper purpose;
  - (ii) to exercise care and diligence;
  - (iii) not to knowingly or recklessly make improper use of their position; and
  - (iv) not to knowingly or recklessly make improper use of information acquired by virtue of their position.
- (b) The Chair is responsible for chairing General Meetings and Board meetings.
- (c) The Chair is responsible for ensuring the recording, distribution and filing of minutes of the Association meetings.
- (d) The Treasurer's responsibilities include overseeing the Association's finances and ensuring that the Association complies with all financial reporting obligations imposed on it under the Act.
- (e) The Secretary's responsibilities include ensuring that the Association meets its obligations under the Act.
- (f) Co-opted Board Members are required to provide a declaration, in a form approved by the Board that he or she will comply with this Constitution and policies before he or she is entitled to be appointed to the Board.

## **9.10 Indemnity**

The Association indemnifies all Board Members against any liability incurred by them as members of the Board, unless the liability arises out of conduct involving a breach of their duties.

## **9.11 Board Register**

- (a) The Secretary (or any person authorised by the Board) must keep and maintain a Board Register in accordance with section 58 of the Act, including:
  - (i) the name; and
  - (ii) at least one of the residential address, business address, post office box address or email address,

for each person identified in clause 9.11(b).

- (b) Clause 9.11(a) applies to:
  - (i) each Board Member;
  - (ii) any other person who holds any office in the Association;
  - (iii) every person who is authorised to use the seal of the Association (if any); and
  - (iv) any person who is appointed or who acts as trustee on behalf of the Association.

## 9.12 Standing Committees and Task Groups

- (a) The Board may create standing committees from time to time to collect information, consider policy issues and to bring policy issues to the attention of the Board (**Standing Committee**).
- (b) The structure, responsibilities and organisation of each Standing Committee will be determined and controlled by the Board and, to the extent necessary, documented in terms of reference for the relevant Standing Committee.
- (c) The Board may appoint task groups to deal with specific issues relevant to the Association (**Task Group**). Each Task Group will report directly to the Board and will be structured and organised in the manner determined or approved by the Board and, to the extent necessary, documented in terms of reference for the relevant Task Group.
- (d) The Board will approve participants of Standing Committees and Task Groups, and participants must declare any conflict of interest prior to their appointment.
- (e) The Board may delegate, in writing, to one or more Standing Committee or Task Group exercises or functions of the Board other than:
  - (i) the power of delegation; and
  - (ii) duties imposed on the Board by the Act or any other law relevant to the Association.
- (f) Minutes of all the proceedings and decisions of every Standing Committee and Task Group must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act to be made, entered and signed.

## 10. Board Meetings

### 10.1 Convening

- (a) The Chair or any other 3 Board Members may convene a meeting of the Board.
- (b) Meetings of the Board must be held at least 6 times each Financial Year.
- (c) At its first meeting after the Annual General Meeting, the Board must set the dates, times and places of the meetings of the Board to be held until the next Annual General Meeting.

- (d) The Board may change the dates, times and places of the meetings scheduled to be held.

## **10.2 Notice**

- (a) Notice of each meeting of the Board must be given to each Board Member at least 7 days before that meeting, subject to clause 10.2(d).
- (b) Notice may be given of more than 1 meeting at the same time.
- (c) The notice must include the date, time and place (or places) of the meeting (or meetings), and the business to be considered.
- (d) In cases of urgency, a meeting may be held without the notice required by sub-clause 10.2(a), provided that notice of the meeting is given as soon as practicable and by the fastest possible means.

## **10.3 Use of Technology**

Meetings of the Board may be held at more than 1 place, provided that the technology that is used enables each Board Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Board Member.

## **10.4 Quorum**

The quorum for meetings of the Board is half of the Board Members by number, plus 1.

## **10.5 Facilitation**

- (a) The Chair is responsible for chairing meetings of the Board.
- (b) If the Chair is not able to be present, or does not wish to chair the meeting, she must nominate another Board Member to act as chair of the relevant meeting.
- (c) If the Chair is not present and has not nominated another member of the Board to chair, the Board must elect another of its members to chair.
- (d) The Chair of the meeting has a deliberative vote, but does not have a casting vote in the case of an equality of votes.
- (e) Where a person is appointed to chair a meeting under clause 10.5(b) or 10.5(c), in relation to that meeting, references to the Chair this Constitution include a reference to that person.

## **10.6 Decision Making Consensus and Voting**

- (a) Wherever possible, decisions of the Board are to be made through consensus, that is, by the agreement of all Board Members present and entitled to vote.
- (b) If a consensus cannot be achieved, the Chair must call for a vote.
- (c) Each Board Member (whether elected or co-opted) present at the meeting has 1 vote and a resolution of the Board must be passed by a majority of the Board Members present and entitled to vote on the resolution.

- (d) Unless a poll is demanded:
  - (i) voting is by show of hands; and
  - (ii) the declaration by the Chair of the result of a vote as recorded in the minutes is conclusive evidence of that result.
- (e) If an equal number of votes are cast for and against a resolution, the Chair of the meeting must declare the resolution lost.

## **10.7 Written Board resolutions**

- (a) The Board may pass a resolution without a Board meeting being held if all the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Board Members and taken together will constitute the same document.
- (c) The resolution is passed when the last Board Member signs the document.

## **11. Disclosure of Interest**

### **11.1 Disclosure**

- (a) In accordance Division 2 of Part 4 of the Act, Board Members who have a material personal interest in a matter being considered at a Board meeting must:
  - (i) disclose the nature and extent of their interest to the Board as soon as the Board Member becomes aware of his or her interest in the matter; and
  - (ii) disclose the nature and extent of the interest at the next general meeting of the association; and
- (b) not be present while the matter is being considered, or vote on the matter.

### **11.2 Exclusions**

Clause 11.1 does not apply to personal interests that:

- (a) exist only because the Board Member:
  - (i) is an employee of the Association; or
  - (ii) belongs to a class of persons for whose benefit the Association is established; or
- (b) the Member has in common with all, or a substantial proportion of, the Members.

## **12. Resolutions without meetings**

The Board may pass a resolution without a Board meeting being held if all the Board Members entitled to vote on the resolution:

- (a) sign a document (or separate identical copies of the document) containing a statement that they are in favour of the resolution set out in the document; or
- (b) confirm by email, text message or any other means approved by the Board that they are in favour of the resolution, in accordance with any policies adopted by the Board for this purpose.

### **13. Financial and Legal**

#### **13.1 Source of Funds**

The funds of the Association may be derived in any manner approved by the Act.

#### **13.2 Financial Year**

The financial year of the Association is from 1 July to 30 June.

#### **13.3 Management of funds**

- (a) The Board is responsible for the management of the funds of the Association.
- (b) The Association must keep Financial Records that:
  - (i) correctly record and explain its transactions and financial position and performance; and
  - (ii) would enable true and fair financial statements to be prepared in accordance with Part 5 of the Act.
- (c) The Association must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.
- (d) The Association must allow the Board Members and the auditor to inspect those accounts at all reasonable times.

#### **13.4 Financial reporting, audit and review**

- (a) The Board must cause the Association to comply with all financial reporting obligations imposed on it under the Act or any other applicable legislation.
- (b) Without limiting clause 13.4(a), the Board must cause the Association to:
  - (i) if it is a tier 1 association, prepare annual Financial Statements in accordance with Division 3 of the Act and presented under Part 5 of the Act;
  - (ii) if it is a tier 2 association or tier 3 association, prepare an annual Financial Report, presented under Part 5 of the Act;
  - (iii) have its Financial Statements or Financial Report reviewed or audited (as applicable) if:
    - (A) it is required under the Act;
    - (B) it is directed by the Commissioner;

- (C) the Members pass a resolution requiring it; or
  - (D) it is required as a condition of a funding arrangement; holding of a charitable collections licence or otherwise at law; and
- (iv) if required to be presented for consideration under Part 5 of the Act, present a copy of the report of the review or the auditor's report on the Financial Statements or financial report (as applicable) to the Annual General Meeting.

### **13.5 Payments and Cheques**

- (a) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association must be authorised by 2 Board Members or any person or persons authorised by the Board, within the expenditure limits set by the Board.
- (b) Authorised persons must not sign cheques until the payee and amount have been written in.

### **13.6 Records**

- (a) All records (including books and securities) of the Association shall be kept at the Association's registered address.
- (b) The Secretary must provide for the safe keeping of the records of the Association.
- (c) The Secretary must ensure that copies of this Constitution are freely available to members and applicants for membership.

### **13.7 Custody and inspection of records**

- (a) Subject to the Act and to this Constitution, the Board must determine whether and on what terms the books, records and other documents of the Association will be open to the inspection of Members other than Board Members.
- (b) Subject to the Act, Members may upon written request to the Secretary on request inspect free of charge the Register of Members and may make a copies of entries of the Register.
- (c) A Member may apply in writing to the Board for a copy of the Register of Members. The Board may in its discretion require the Member to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.
- (d) The Board may charge a reasonable fee for providing a copy of the Register of Members.
- (e) A Member must not use or disclose any information in the Register for any purpose other than a purpose that:
  - (i) is directly connected with the affairs of the Association; or
  - (ii) relates to the administration of the Act.

**13.8 Minutes**

The Chair (or the Secretary) must ensure that minutes are taken and kept of all formal meetings of the Board and meetings of Members.

**13.9 Common Seal**

- (a) The Association need not have or use a common seal to execute documents or deeds. The Board may resolve whether or not the Association is to have or use a common seal.
- (b) Where the Association has a common seal, it must only be used with the authority of the Board. The Secretary or any other Board Member authorised by the Board must ensure the safe custody of the seal.
- (c) The Secretary must record in a seal register details of every document to which the common seal of the authority is fixed.

**13.10 Registered Address**

- (a) The Board must nominate the registered address of the Association.
- (b) The Association must notify the Commissioner within 14 days of any change of registered address or such other period as may be required under the Act.

**14. Amendment of Constitution****14.1 Division 2 of Part 3 of the Act**

This Constitution may be varied, amended or rescinded from time to time by Special Resolution in accordance with Division 2 of Part 3 of the Act.

**14.2 Notification to the Australian Taxation Office**

If the Association has been notified by the Australian Taxation Office that its income is exempt from income tax and/or that gifts and contributions to the Association will be an allowable deduction for the donor, the Association must promptly notify the Australian Taxation Office of any amendments to this Constitution.

**15. Winding Up**

- (a) If the Association is wound up, any surplus assets must not be distributed to a Member or a former Member of the Association, unless that Member or former Member is a charity described in clause 15(b).
- (b) Subject to the Act and any other applicable law, and any court order, any surplus assets that remain after the Association is wound up must be distributed to one or more charities:
  - (i) with charitable purposes similar to, or inclusive of, the Objectives;
  - (ii) which also prohibit the distribution of any surplus assets to its Members to at least the same extent as the Association; and

- (iii) that is or are deductible gift recipients within the meaning of the Tax Act.
- (c) The decision as to the charity or charities to be given the surplus assets must be made by the Board.
- (d) For the purpose of this clause, **surplus assets** means any assets of the Association that remain after paying all debts and other liabilities of the Association, including (where applicable) the costs of winding up.

## 16. Notices

### 16.1 How notice is given

- (a) Notices (including any communication in connection with this Constitution) to the Association must be in writing, marked to the attention of the Chair and given personally to the Chair, or sent by post, or email to the Association's registered address.
- (b) Notices to Members may be given by the Association to any Member by:
  - (i) serving it on the Member personally;
  - (ii) sending it by post to the Member's nominated address in the Register of Members;
  - (iii) sending it by email to an email address nominated by the Member in the Register of Members or by any other electronic means nominated by the Member; or
  - (iv) giving it by any other means permitted or contemplated by the Act.
- (c) In this Constitution, a period of notice of a meeting expressed in days:
  - (i) includes the day on which the notice is given; but
  - (ii) does not include the day on which the meeting is held.
- (d) A notice is deemed to have been given by the Association and received by the Member:
  - (i) if delivered in person, when delivered to the Member;
  - (ii) if posted, 9.00 am on the second (seventh, if sent to or from an address in another country) day after the date of posting, whether delivered or not;
  - (iii) if sent by fax, when the Association receives from the sending facsimile machine a report of an error-free transmission of the entire notice to the correct facsimile number; or
  - (iv) if sent by email, 2 hours after the time the email is sent to the Member's nominated email address, as recorded on the Association's email system, unless the Association receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.