



**GOSNELLS COMMUNITY LEGAL CENTRE (INC)**

# **CONSTITUTION**

**(AS AMENDED: 12 February 2019)**

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## **GOSNELLS COMMUNITY LEGAL CENTRE (INC)**

### **An Association incorporated pursuant to the Associations Incorporations Act 2015**

#### **RULES OF ASSOCIATION**

##### **NAME**

1. The name of the Association is "Gosnells Community Legal Centre (Inc)" and is herein referred to as "the Centre".

##### **GEOGRAPHICAL AREA OF OPERATION**

2. The Centre primarily services the City of Gosnells and the City of Armadale within the South East Metropolitan corridor of Perth, Western Australia.

##### **DEFINITIONS**

3. In these rules, unless the contrary intention appears-
  - "annual general meeting" is the meeting convened under rule 18(1);
  - "Committee meeting" means a meeting referred to in rule 12;
  - "Committee member" means person referred to in rule 18 (7) and (8);
  - "convene" means to call together for a formal meeting;
  - "department" means the government department with responsibility for administering the Associations Incorporation Act (1987);
  - "financial year" means the period commencing on the 1 July and ending on 30 June in the following year;
  - "general meeting" means a meeting to which all members are invited;
  - "member" means member of the Association;
  - "ordinary resolution" means resolution other than a special resolution;
  - "poll" means voting conducted in written form (as opposed to a show of hands);
  - "special general meeting" means a general meeting other than the annual general meeting;
  - "special resolution" has the meaning given by section 24 of the Act, that is-

A resolution is a special resolution if it is passed by a majority of not less than three-fourths of the members of the association who are entitled under the rules of the association to vote and vote in person or, where proxies or postal votes are allowed by the rules of the association by proxy or postal vote, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with those rules.

At a meeting at which a resolution proposed as a special resolution is submitted, a declaration by the person presiding that the resolution has been passed as a special resolution will be evidence of the fact unless, during the meeting at which the resolution is

submitted, a poll is demanded in accordance with the rules of the Association or, if the rules do not make provision as to the manner in which a poll may be demanded, by at least 3 members of the association present in person or, where proxies are allowed, by proxy.

If a poll is held, a declaration by the person presiding as to the result of a poll is evidence of the matter so declared.

"the Act" means the Associations Incorporation Act 2015;

"the Association" means the Association referred to in rule 1;

"the Chairperson" means-in relation to the proceedings at a Committee meeting or general meeting, the person presiding at the Committee meeting or general meeting in accordance with rule 13;

"the Commissioner" means the Commissioner for Fair Trading exercising powers under the Act;

"the Committee" means the Committee of Management of the Association referred to in rule 15;

"the Deputy Chairperson" means the Deputy Chairperson referred to in rule 13(1);

"the Secretary" means the Secretary referred to rule 13 (3).

#### **OBJECTS:**

4.

- (1) The objects of the Association are to:
  - a) provide an institution for the relief of poverty, sickness, destitution or helplessness, hardship and distress or misfortune of the poor, the sick, the aged and the young.
  - b) be run without the purpose of profit, and for any person or particular persons, the sole financial object to be to distribute all monies available in accordance with these objectives
  - c) provide legal advocacy, information and referral services for disadvantaged people in need of legal services within the area serviced by the Centre
  - d) advocate for social justice, particularly for people who are socially or economically disadvantaged and whose inability to access the legal system further aggravates or perpetuates their disadvantage.
  - e) promote and facilitate legal and administrative reform in response to the issues arising from the needs of the clients and community.
  - f) promote community awareness of the law and to encourage community participation in the legal process.
  - g) be an organisational base for the development of further projects and services to meet the needs of the community.
  - h) liaise closely, and as appropriate, work co-operatively with other Community Legal Centre organizations and associated not-for-profit services and networks and government

- organizations in relation to justice issues and the provision of community based services.
  - i) maintain membership, as appropriate, of relevant peak organisations,
- (2) The property and income of the Association will be applied solely towards the promotion of the objects of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.

## **POWERS OF THE ASSOCIATION:**

### **5.**

- (1) The powers conferred on the Centre are the same as those conferred by section 13 of the Act, so that subject to the Act and any additions, exclusions or modifications inserted below, the Centre may do all things necessary or convenient for carrying out its objects and purposes, and in particular, may –
- j) acquire, hold, deal with, and dispose of any real or personal property;
  - k) borrow money upon such terms and conditions as the Association thinks fit;
  - l) open and operate bank accounts;
  - m) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
  - n) enter into, and carry out, any arrangement or contract with any government department, government authority, statutory corporation or person, upon such terms as it considers appropriate
  - o) allow any of its real or personal property to be used for charitable purposes
  - p) apply funds for charitable purposes.;
  - q) invest its money –
    - i. in any security in which trust monies may lawfully be invested; or
    - ii. in any other manner authorised by the rules of the Association
  - r) enter into any other contract it considers necessary or desirable
  - s) appoint a Manager, who will also be Secretary of the Committee, and other salaried staff upon such terms and conditions as to remuneration or otherwise, as it considers appropriate;
  - t) appoint agents to transact any business of the Association on its behalf;

- u) promote the services available at the Centre, both at the centre itself and to the public, through the media and by any other lawful means;
  - v) levy an annual subscription from each member as a majority of members, present and voting, at an Annual General Meeting determine;
  - w) from time to time, make such rules and policies as it considers are necessary or desirable for regulating the conduct and affairs of the Centre, and to amend or terminate the operation of those rules and policies;
  - x) do all such things as are incidental or conducive to the attainment of the above objects of the Centre, or the exercise of any of the above mentioned powers.
- (2) The powers of the Association will be allocated to the Members of the Management Committee Meetings under rule 12 (6) and General Meetings under rule 18.

## **MEMBERSHIP OF THE ASSOCIATION**

### **6.**

- (1) Membership of the Association is open to any not-for-profit organization, club, community minded group, body or association or any private individual who makes application to join the Centre, or who may be invited to do so, and who:
- a) can show an active and demonstrable interest in furthering the objects of the Centre in providing a service to the community in the South East Metropolitan corridor and who have experience in the provision of community legal services, education, reform or any other interest that may be of benefit to the Association, its members and/or their clients and communities;
  - b) is prepared to fulfil their responsibilities as set out in rule 7 (3).
- (2) A private individual making application must declare any pecuniary interest in any organization, club, community group, body or association.
- (3) Staff employed by the Centre, may join the association and pay the annual subscription levy.
- (4) Life Membership: At any time, the Management Committee may invite an individual who has made an exceptional contribution to Gosnells Community Legal Centre to accept Life membership.

## **MEMBERS ENTITLEMENTS AND RESPONSIBILITIES:**

### **7.**

- (1) **Entitlements:** Member entitlements will be to:

- a) attend and speak at general meetings
  - b) move and second motions and to vote at any general meeting and in the elections for membership of the Management Committee
  - c) Nominate a person to stand for election to the Management Committee
  - d) Inspect the records of the Association, including record of Officer Bearers, but excluding confidential staff and client records
  - e) Have access to the Members' Register
  - f) Request a copy of Association publications distributed by any means
  - g) Nominate a person for consideration for Life membership in accordance with Rule 8(4)
- (2) Organisational members will nominate an individual person as their representative.
- (3) Responsibilities: Members are obliged:
- h) To support and promote the Centre's objects as set out in these Rules and in the Policies of the Centre.
  - i) Subject to their right of challenge at an Annual General Meeting or Special General Meeting, to comply with all decisions of the Management Committee and with any rules it makes.
  - j) To promptly advise the Secretary of any change in their address.
  - k) If an organisational member, to promptly advise the Secretary of any change in their representative
  - l) To promptly pay any subscription levied by the Centre in accordance with the schedule determined by the Centre.
  - m) To familiarise themselves with this constitution and with the policies and any other rules made by the Management Committee.
  - n) Actively involve themselves in the Centre's committees and strategic activities in a manner that is consistent with the principles of mutual respect and natural justice.
  - o) Provide informed and considered input into determining the Centre's direction and decisions.

#### **APPLICATION AND APPROVAL PROCESS:**

#### **8.**

- (1) All applications will be submitted to and considered by the Management Committee through a process decided and published by the Management Committee and tabled at a general meetings from time to time.
- (2) The Management Committee will determine the outcome of each application in accordance with the eligibility provisions of rule 6.

- (3) A decision not to accept an application for membership may be appealed using the Dispute Resolution Process set out in rule 23.
- (4) Life Membership: A recommendation can be made to the Management Committee at any time for Life Membership and the Management Committee makes a final discretionary determination on awarding a Life Membership.

## **REGISTER OF MEMBERS OF ASSOCIATION**

### **9.**

- (1) The Management Committee will ensure that a Members' Register is kept and updated on a regular basis. The register will be the basis of eligibility to vote at all general meetings and will contain:
  - a) The name of the member
  - b) The date of approval of membership
  - c) The address and contact details of the member for service of notices
  - d) For organisational members, the name of their appointed representative
- (2) The register may be kept electronically, but must be easily accessible for inspection by members and kept at the Centre offices.
- (3) The Secretary must remove the name of a person who dies or who ceases to be a member from the Register of Members.

## **SUBSCRIPTIONS OF MEMBERS OF ASSOCIATION**

### **10.**

- (1) The members may from time to time at a general meeting determine the amount of subscription levy to be paid by each member for the following financial year .
- (2) Membership renewal is due 1<sup>st</sup> July each year.
- (3) A member whose subscription is not paid within 3 months of the due date, ceases to be a member unless the Management Committee decides otherwise.
- (4) Life time members are not required to pay an annual subscription.

## **SUSPENSION AND TERMINATION OF MEMBERSHIP OF ASSOCIATION**

### **11.**

- (1) Any member may at any time, by giving notice to the Secretary, resign from their membership of the Centre.
- (2) A member may be suspended or terminated as a member if that member:
  - a) Resigns by notice in writing to the Secretary. Membership ceases one month after delivery of that notice.
  - b) Dies.
  - c) Does not pay the subscriptions set in accordance with rule 10, within three months of the date of the notice sent to the member at the member's address recorded in the membership register.
  - d) Ceases, to be eligible for membership due to a breach of this Constitution or of any policy or rule made by the Management



- Committee.
- e) Ceases to meet the member obligations set out in rule 7 (3) or, in the opinion of the Management Committee, behaves in a manner detrimental to the Centre, its members and its clients. Is an organisational member and goes into liquidation or bankruptcy.
- (3) When a member is to be suspended or terminated from membership under clause 2, the member will be provided with:
    - a) Notice of the proposed suspension or termination.
    - b) 7 days clear notice of the date on which the Management Committee will consider the suspension or removal from membership.
    - c) Full details of the grounds upon which the suspension or removal from membership is being proposed
    - d) An opportunity to present reasons why the suspension or termination should not occur.
  - (4) The Management Committee may appoint a day for the hearing for the matter of which the required notice (see sub rule 3b) will be given to that member.
  - (5) At the hearing, the Management Committee will fully appraise the member of the particular reasons why his or her expulsion is contemplated, and give that member a reasonable opportunity to present material relevant to the matter.
  - (6) If, after the hearing, the Management Committee is satisfied beyond reasonable doubt that the matter is of sufficient gravity to warrant it, it may resolve to expel the member from the Centre.
  - (7) Notwithstanding any resolution of termination, the member remains liable to pay to the Centre, all monies being due and owing to it by the member.
  - (8) If the expelled member of the Association is also a Centre staff member, their continued employment with the Centre will be determined by the Management Committee at the same time as their expulsion from the Association.

## **COMMITTEE OF MANAGEMENT**

### **12.**

- (1) The affairs of the Centre is vested in the Committee of up to seven person to be elected annually at an Annual General Meeting, and which is hereinafter called "the Management Committee".
- (2) Subject to sub-rule 9, the affairs of the Centre will be managed exclusively by a Committee of Management consisting of-
  - a) a Chairperson;
  - b) Deputy-Chairperson;
  - c) the ordinary members,

all of whom must be members of the Association.

- (3) The ordinary members of the Management Committee will include one staff representative, with voting rights, who is elected annually by all staff. No other staff member can be a member of the Management Committee, subject to 12(5).
- (4) If any other Management Committee member becomes an employee of the Centre, they will resign from the Committee.
- (5) The Centre Manager acts as Secretary to the Management Committee and does not have voting rights.
- (6) The Management Committee will ensure:
  - a) All governance, financial, industrial and other appropriate laws, regulations and standards are adhered to;
  - b) An appropriate person is employed as Centre Manager
  - c) Appropriate strategic plans are developed and implemented within the broad parameters set at General Meetings; and
  - d) Appropriate operating policies and procedures are developed and maintained, consistent with the general policy developed by the members in general meeting
  - e) Sufficient bank signatories are authorised to make payments from Centre's bank accounts. Daily operating accounts may include staff and Management Committee members as signatories.
  - f) Only authorised Management Committee members are able to make payments from the Centre's cash management bank accounts.
- (7) Once elected, the Management Committee must, as soon as practicable, select from itself the office bearers for the forthcoming year. The Management Committee may collectively exercise all or any of the powers of the Centre and may, from time to time, delegate the exercise of all or any of such powers to all or any of the office bearers and may, from time to time, revoke or modify the right of any office bearer to exercise any power.
- (8) If a vacancy remains on the Committee after the application of rule 18 (8) or when a casual vacancy within the meaning of rule 17(1) occurs in the membership of the Committee-
  - a) the Committee may appoint a member to fill that vacancy; and
  - b) a member appointed under this sub-rule will -
    - i. hold office until the election referred to in sub-rule (2); and
    - ii. be eligible for election to membership of the Committee, at the next following annual general meeting.
- (9) The Management Committee may appoint sub-committees of members for a period not extending beyond the terms of office of the Management Committee appointed for the year during which the sub-committee is appointed, and delegated to each such sub-committees such authority as it thinks fit, with power to each sub-committee to co-opt any person or persons to serve on the sub-committee.

- (10) The exercise by the Management Committee, or any delegate of any power of the Centre is subject to disallowance, or modification, by a resolution of any general meeting of the members of the Centre.
- (11)
- (1) In this rule —  
Management Committee member includes a member of a sub-committee;  
Management Committee meeting includes a meeting of a sub-committee.
  - (2) Subject to prior approval by the Management Committee, a committee member is entitled to be paid out of the funds of the Centre for any out-of-pocket reasonable expenses for travel and accommodation properly incurred —
    - a) in attending a committee meeting or
    - b) in attending a general meeting; or
    - c) otherwise in connection with the Centre's business.

## **DUTIES OF OFFICE BEARERS**

In addition to their other responsibilities as Management Committee members, the office bearers have the following responsibilities:

### **Chairperson and Deputy Chairperson**

#### **13.**

- (1) The Chairperson will preside at all General meetings and Committee meetings and will conduct all meetings in a proper manner, but may delegate that function to his or her deputy.
- (2) In the event of the absence from a general meeting or a Committee Meeting of-
  - a) the Chairperson, the Deputy Chairperson; or
  - b) both the Chairperson and the Deputy Chairperson, a member elected by the other members present at the meeting will preside,

### **Secretary**

- (3) The Manager will also act as the Secretary, and not have voting rights.
- (4) Subject to the direction and control of the Management Committee, the Secretary will
  - a) co-ordinate the correspondence of the Association;
  - b) keep full and correct minutes of the proceedings of the Committee and of the Association;

- c) comply on behalf of the Association with-
  - i. section 27 of the Act with respect to the register of members of the Association, as referred to in rule 9;
  - ii. section 28 of the Act by keeping and maintaining in an up to date condition the rules of the Association and, upon the request of a member of the Association, must make available those rules for the inspection of the member and the member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
  - iii. section 29 of the Act by maintaining a record of -
  - iv. the names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Committee and persons who are authorised to use the common seal of the Association under rule 21 (2);
  - v. the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association; and
  - vi. the Secretary must, upon the request of a member of the Centre, make available the record for the inspection of the member and the member may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;
- d) unless the members resolve otherwise at a general meeting, have custody of all books, documents, records and registers of the Association, including those referred to in rule 14 (1) (f), and that they are kept and maintained in accordance with the legal obligations of the Centre; and
- e) perform such other duties as are imposed by these rules on the Secretary.

## **FINANCIAL OPERATIONS OF THE CENTRE**

### **14.**

- (1) All members of the Management Committee undertake the duties of Treasurer and the Committee's financial duties are to:
  - a) be responsible for ensuring processes are in place for the receipt of all moneys paid to or received by the Association and for the issue of receipts for those moneys in the name of the Association;
  - b) ensure payment all moneys referred to in paragraph (a) into such account or accounts of the Association as the Committee may from time to time direct;
  - c) ensure that payments from the funds of the Association are made with the authority of the Committee and in so doing ensure that all cheques are signed by any two signatories as authorised by the Committee;

- d) comply on behalf of the Association with sections 25 and 26 of the Act with respect to the accounting records of the Association by-
  - i. keeping such accounting records as correctly record and explain the financial transactions and financial position of the Association;
  - ii. keeping its accounting records in such manner as will enable true and fair accounts of the Association to be prepared from time to time;
  - iii. keeping its accounting records in such manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and
  - iv. submitting to members at each annual general meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- e) Ensure a report, balance sheet or financial statement is submitted to the Committee each month;
- f) unless the members resolve otherwise at a general meeting, ensure safe custody of all securities, books and documents of a financial nature and accounting records of the Association, including those referred to in clauses (d) and (e) at the Centre premises.

## **(2) Income**

The income of the centre, however derived, will be applied solely for the promotion of the objectives of the Centre and none will be distributed among any of the members.

## **(3) Payments**

### **a) General Funds**

- i. An annual budget will be prepared and authorised by the Management Committee. This budget will be used to monitor payments.
- ii. Any payment proposed to be made out of the General Funds must be approved by the Manager of the Centre, but the Manager will cause the payments to be submitted for ratification at the next meeting of the management Committee.
- iii. In relation to the General Funds accounts of the Centre, all cheques will be signed by any two of the signatories authorised to do so by the Management Committee.

### **b) Emergency Relief Funds**

- i. Any payment made out of the Emergency Relief Funds accounts of the Centre will first be approved by the Manager or their delegated staff member
- ii. In relation to the Relief Funds accounts of the Centre, all cheques will be signed by any two of the

signatories authorised to do so by the Management Committee.

**c) Fringe Benefit Account Funds**

- i. Any payment made out of the Fringe Benefit accounts of the Centre, must be within the guidelines set down from time to time by the Management Committee.
- ii. In relation to the Fringe Benefit accounts of the Centre, all cheques will be authorised by any two of the signatories authorised to do so by the Management Committee.

**Audited Accounts**

- (4) At the end of each financial year, the Management Committee will cause the accounts of the Centre for that period, to be audited by a Registered Company Auditor, who will be appointed by resolution of the members at an Annual General Meeting, and who will not be a member of the Management Committee.

**MEETINGS OF THE MANAGEMENT COMMITTEE**

**15.**

- (1) The Management Committee comprises members of the Association who have been voted in or co-opted as a member of the Management Committee. Any one organization, club, community group, body or association may be represented by only one person on the Management Committee.
- (2) The Management Committee will do all things necessary to manage the Centre and to further the Centre's objectives in accordance with its Constitution and Strategic Plan, and in particular, it will:
  - a) Employ such staff as are necessary to assist the Committee to carry out its responsibilities;
  - b) Ensure that all of the Centre's obligations under law are met;
  - c) Acquire, hold, deal with, and dispose of any real or personal property;
  - d) Open and operate bank accounts;
  - e) Invest its money in any security in which trust monies may lawfully be invested; or in any other manner authorised by the Rules of the Association;
  - f) Appoint agents to transact any business of the Association on its behalf;
  - g) Enter into any other contract it considers necessary or desirable;
  - h) Take any other action to further the objects of the Association consistent with the general provisions of these Rules of Association; and
  - i) Delegate any of its powers as it sees fit.
- (3) The quorum necessary for each meeting will be at least three members of the Management Committee.
- (4) From time to time, the Management Committee will set their own standing orders regarding participation arrangements and meeting

- intervals. The Management Committee will usually meet 12 times per year.
- (5) The Secretary will be the convener of all meetings of the Management Committee, and will give adequate prior notice of each meeting to each Committee Member. Such notice may be given verbally or in writing, to the last known contact provided by that member.
  - (6) All meetings of the Management Committee will be chaired by the Chairperson or in the absence of the Chairperson, the Vice-Chairperson. Where neither the Chairperson or Vice-Chairperson is present at a meeting of the Management Committee, the members present will appoint one of their members to act as Chairperson at that meeting.
  - (7) As required under sections 21 and 22 of the Act, a Committee member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Committee (except if that pecuniary interest exists only by virtue of the fact that the member of the Committee is a member of a class of persons for whose benefit the Association is established), must:
    - a) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Committee; and
    - b) not take part in any deliberations or decision of the Committee with respect to that contract.
  - (8) Sub-rule 7(a) does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the member of the Committee is an employee of the Association.
  - (9) The Secretary must cause every disclosure made under sub-rule (7) (a) by a member of the Committee to be recorded in the minutes of the meeting of the Committee at which it is made.
  - (10) At all meetings of the Management Committee:
    - a) each Management Committee member, including the Chairperson or his or her deputy, is entitled to one vote on each proposed resolution or decision with the Manager attending to perform secretarial duties without voting rights;
    - b) a simple majority of votes is sufficient to pass a proposed resolution
    - c) where the Management Committee is evenly divided on any proposed resolution or decisions, the proposal is lost. The Chairperson or his or her deputy is not entitled to any casting vote additional to one conferred on him or her by sub-rule 10 (a) herein.
  - (11) A member of the Management Committee who fails to attend four consecutive meetings without leave of absence from the Management Committee may have his or her position declared vacant at the subsequent meeting of the Management Committee which may then co-opt another person to fill the vacancy until the next Annual General Meeting.

## **RESIGNATION FROM MEMBERSHIP OF THE MANAGEMENT COMMITTEE**

### **16.**

- (1) Any member of the Management Committee may, upon giving notice of the fact to the Chairperson or the Secretary, resign from membership of the Management Committee.
- (2) Any member of the Management Committee will, when requested in a written notice signed by the majority of the Management Committee, resign from the Management Committee.

## **CASUAL VACANCIES**

### **17.**

- (1) A casual vacancy occurs in the office of a Committee member and that office becomes vacant if the Committee member-
  - a) dies;
  - b) resigns by notice in writing delivered to the Chairperson or, if the Committee member is the Chairperson, to the Vice-Chairperson and that resignation is accepted by resolution of the Committee;
  - c) is convicted of an offence under the Act;
  - d) is permanently incapacitated by mental or physical ill-health;
  - e) is absent from more than-
    - I. 3 consecutive Committee meetings; or
    - II. 3 Committee meetings in the same financial year without tendering an apology to the person presiding at each of those Committee meetings;
  - f) ceases to be a member of the Association; or
  - g) is the subject of a resolution passed by a general meeting of members terminating his or her appointment as a Committee member.
- (2) In appointing a replacement of any member of the Management Committee during their term on the Committee, or as required in rule 18(9), the Management Committee will select a replacement, having regard to the principle that the Management Committee should, at all times, be as broadly representative as possible for the membership of the Centre.

## **GENERAL MEETINGS**

### **Annual General Meetings**

### **18.**

- (1) The Annual General Meeting of the Centre will normally be held in October each year, at such time and place as the Management Committee determines.
- (2) The Secretary must give all members not less than 14 days notice of an annual general meeting and that notice must specify-
  - a) when and where the annual general meeting is to be held;



- b) the particulars and order in which business is to be transacted, as follows-
    - I. first, the consideration of the accounts and reports of the Committee;
    - II. second, the election of Committee members to replace outgoing Committee members; and
    - III. third, any other business requiring consideration by the Association at the general meeting.
- (3) The agenda for the Annual General Meeting will be restricted to:
- a) Receipt of Apologies
  - b) Acceptance of the Minutes of the previous Annual General Meeting
  - c) Presentation and receipt of the Annual Report
  - d) Presentation and Receipt of the Audited Financial Statements for the previous financial year
  - e) Appointment of the Auditor
  - f) Election of the Management Committee for the ensuing year
  - g) Determine what subscription levy to require of all members for the following financial year.
  - h) Any items of special business for which 14 days notice has been received
- (4) Annual General meetings will in all other respects be conducted in the same manner as ordinary general meetings as set out in rule 19.

### **Nominations and Election of Management Committee**

- (5) Any private individual who is a member of the Centre may nominate or be nominated by someone else for a position on the Management Committee.
- (6) All nominations will be in writing and lodged with the Secretary by noon on the 1<sup>st</sup> of October each year
- (7) Any nominee, duly elected or appointed to the Management Committee, takes office at the close of an annual general meeting
- (8) If vacancies remain on the Committee after the declaration under sub-rule 7, additional nominations of Committee members may be accepted from the floor of the annual general meeting.
  - a) If such nominations from the floor do not exceed the number of vacancies the Chairperson must declare those persons to be duly elected as members of Committee.
  - b) Where the number of nominations from the floor exceeds the remaining number of vacancies on the Committee, elections, by poll, for those positions must be conducted.
- (9) If a vacancies still remain on the Committee, the Committee may appoint a member to fill that vacancy at the first Management Committee meeting according to sub-rule 17(2).

### **Special General Meetings**

- (10) The Management Committee may call a Special General Meeting when any question of importance arises.
- (11) The Management Committee will hold a Special General Meeting when more than half the number of members, have delivered a request to that effect signed by them to the Secretary. The member/s making such a request must state in that request the purpose for which the special general meeting concerned is required and sign that request.
- (12) Subject to sub-rule 11, the Secretary must give to all members not less than 14 days notice of a special general meeting and that notice must specify-
  - a) when and where the general meeting concerned is to be held; and
  - b) particulars of the business to be transacted at the general meeting concerned and of the order in which that business is to be transacted.
- (13) A special resolution may be moved either at a special general meeting or at an annual general meeting, however the Secretary must give to all members not less than 21 days notice of the meeting at which a special resolution is to be proposed. In addition to those matters specified in sub-rule 12, the notice must also include the resolution to be proposed and the intention to propose the resolution as a special resolution.

### **Notice of General Meetings**

- (14) The Secretary will cause at least fourteen (14) clear days notice in writing of any General Meeting, to be given to each member.
- (15) Such notice will contain the following information:  
The time and date.  
The venue.  
The nature of the business to be transacted.
- (16) Notice is duly given if sent by prepaid post addressed to each member, at his or her last known address as shown in the Secretary's records or be delivered in person.

### **Quorum and Proceedings at General Meetings**

#### **19.**

- (1) No business can be transacted at any general meeting, unless at least five (5) of the members or their representative are present.
- (2) If within 30 minutes after the time specified for the holding of a general meeting in a notice given under rule 18 (12) or rule 18 (13)
  - a) as a result of a request or notice referred to in rule 18 (10) or as a result of action taken under rule 18 (11) a quorum is not present, the general meeting lapses; or

- b) otherwise than as a result of a request, notice or action referred to in paragraph (a), the general meeting stands adjourned to the same time on the same day in the following week and to the same venue.
- (3) If within 30 minutes of the time appointed by sub-rule (b) for the resumption of an adjourned general meeting a quorum is not present, the members who are present may nevertheless proceed with the business of that general meeting as if a quorum were present.
- (4) There must not be transacted at an adjourned general meeting any business other than business left unfinished or on the agenda at the time when the general meeting was adjourned.
- (5) When a general meeting is adjourned for a period of 30 days or more, the Secretary must give notice under rule 18(2) of the adjourned general meeting as if that general meeting were a fresh general meeting.

### **Voting Rights**

- (6) Each member, including the Chairperson, is entitled to one vote on each proposal, resolution or decision.
- (7) Except in the case of a constitutional amendment, or one as to the widening of the scope of the power of investment of monies, a simple majority of votes is sufficient to enact, or give effect to, a proposed resolution or decision.
- (8) Where the meeting is evenly divided on any proposed resolution or decision, the proposal is lost. The Chairperson or his or her deputy, who will chair such a meeting, is not entitled to any casting vote additional to the one conferred on him or her by sub-rule 19 (6).

### **ALTERATIONS TO CONSTITUTION**

#### **20.**

- (1) The Association may alter or rescind these rules, or make rules additional to these rules, in accordance with the procedure set out in sections 17, 18 and 19 of the Act, which is as follows-
  - a) Subject to sub-rule (1) (d) and (1) (e) the Association may alter its rules by special resolution but not otherwise;
  - b) Within one month of the passing of a special resolution altering its rules, or such further time as the Commissioner may in a particular case allow (on written application by the Association), the Association must lodge with the Commissioner notice of the special resolution setting out particulars of the alteration together with a certificate given by a member of the Committee certifying that the resolution was duly passed as a special resolution and that the rules of the Association as so altered conform to the requirements of this Act;
  - c) An alteration of the rules of the Association does not take effect until sub-rule (1) (b) is complied with;

- d) An alteration of the rules of the Association having effect to change the name of the association does not take effect until sub-rules (1) (a) to (1) (c) are complied with and the approval of the Commissioner is given to the change of name;
  - e) An alteration of the rules of the Association having effect to alter the objects or purposes of the association does not take effect until sub-rules (1) (a) to (1) (c) are complied with and the approval of the Commissioner is given to the alteration of the objects or purposes.
- (2) These rules bind every member and the Association to the same extent as if every member and the Association had signed and sealed these rules and agreed to be bound by all their provisions.

## **COMMON SEAL**

### **21.**

- (1) There will be a Common Seal legibly engraved with the name of the Centre.
- (2) The Common Seal will not be used except pursuant to, and in accordance with, the resolution of the Management Committee and in the presence of any two of the Office Bearers, both of whom will subscribe their names as witnesses. The use of the Common Seal will be recorded in the minutes of the Management Committee meeting.
- (3) The Common Seal will be kept securely in the Centre office in the custody of the Secretary or of such other person as the Committee from time to time decides. A register recording the use of the Common Seal will be kept in the Centre office.

## **ACCESS TO COPY OF RULES AND CONSTITUTION**

### **22.**

- (1) A copy of all rules, and of any amendments thereto, will be available at the Centre at all times.
- (2) The Secretary will, without charge to the member requesting it, supply any member who requests it with a copy of those rules, or of this Constitution.

## **DISPUTES AND MEDIATION**

### **23.**

- (1) The grievance procedure set out in this rule applies to disputes under these rules between-
  - (a) a member and another member; or
  - (b) a member and the Association; or
  - (c) if the Association provides services to non-members, those non-members who receive services from the Association, and the Association.

- (2) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (3) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (4) 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 a member and another member, a person appointed by the Committee of the Association;
    - (ii) in the case of a dispute between a member or relevant non-member (as defined by sub-rule (1) (c)) and the Association, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- (5) A member of the Association can be a mediator.
- (6) The mediator cannot be a member who is a party to the dispute.
- (7) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (8) The mediator, in conducting the mediation, must-
  - (a) give the parties to the mediation process every opportunity to be heard;
  - (b) allow due consideration by all parties of any written statement submitted by any party; and
  - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (9) The mediator must not determine the dispute.
- (10) The mediation must be confidential and without prejudice.
- (11) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **DISSOLUTION OF CENTRE**

### **24.**

- (1) The members of the Centre may at an extraordinary general meeting, duly convened for that purpose, resolve upon the dissolution of the Centre by special resolution passed by at least three-fourths of the votes held by members present at such meeting and subsequently confirmed by a similar majority at the second meeting held not less than twenty one (21) days nor more concluded five (5) days after the first meeting.
- (2) If such special resolution shall be duly passed and confirmed, the members present at the second meeting shall appoint two or more persons to be trustees for the purposes of winding up the business of

- the Centre.
- (3) Thereafter the Centre shall be deemed to exist only for the purpose of winding up the business or the Centre, and distributing the assets thereafter provided.
  - (4) If upon the winding up or dissolution of the Centre there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.