

THE GOWRIE (QLD) INC.

CONSTITUTION

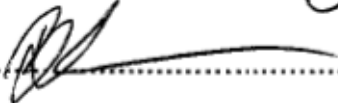
This is the Constitution adopted by Special Resolution dated

.....29 November 2018.....

of

The Gowrie (QLD) Inc.

Certified By: .......... and

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## 1. Name

The Name of the association is The Gowrie (QLD) Inc.

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## 2. Definitions and Interpretation

### 2.1 Definitions

In these rules, unless the contrary intention appears:

**Act** means the Associations Incorporation Act 1981 (Qld)

**Affiliate Member** means a community kindergarten organisation that has affiliate membership in recognition of the relationship it has with the Association.

**Annual General Meeting** means a meeting of the Association convened in accordance with these rules.

**Association** means The Gowrie (QLD) Inc

**Association Regulations** means any regulations made by the Board.

**Board** means the Board of Management of the Association by whatever name it may subsequently be known.

**Centre** means The Gowrie (QLD) Inc

**Chairperson** means the Chairperson of the relevant meeting or any other person as determined under these rules.

**Chief Executive Officer** means the person from time to time appointed as the Chief Executive Officer of the Association by the Board.

**Financial Year** means the year ending on 31 December or such other period as the Board may determine.

**General Meeting** means a general meeting of members or a meeting of the Board convened in accordance with these rules.

**Honorary Life Member** means a member who has made a significant contribution to the Association as determined by the Board.

**Member** means any type of member of the Association except where it is otherwise provided in this Constitution.

**Office-bearer** means a member of the Board who is an office-bearer of the Association.

**Ordinary Member** means a member of the Board who is not an office-bearer.

**Register of Members** means the register maintained by the Secretary.

**Regulations** mean regulations made under the Act.

**Secretary** means a person holding office under these rules as secretary of the Association.

**Special Resolution** means a resolution passed at a general meeting of the association by votes of  $\frac{3}{4}$  of the members who are present and entitled to vote on the resolution.

**Subcommittee** means a subcommittee of the Board.

## 2.2 Interpretation

- (a) A word or expression in the singular includes the plural, and vice-versa.
- (b) Headings are for convenience only and do not affect the interpretation of these rules.
- (c) If a word or phrase is defined, other forms of that word or phrase have the same meaning.
- (d) A reference to one gender includes all genders.
- (e) A reference to legislation includes;
  - (1) Any subordinate legislations made under it; and
  - (2) Any modification or replacement of the legislation or of any subordinate legislation made under it.
- (f) A reference to these rules or to a provision of these rules, includes any modification or replacement of them.
- (g) A Member is to be taken to be present in person at a General Meeting if the Member is present in person, via video or teleconference or by other means of technology.

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## 3. Objects

The objects for which the Association is established are:

- 3.1** To strive for excellence and leadership through the provision of quality services in child care which are flexible, innovative and responsive to diverse family and community needs.
- 3.2** To ensure all services provided by the Association are accessible and equitable.
- 3.3** To work with families to promote optimum developmental, educational and care experiences for children.
- 3.4** To develop and provide appropriate training, resources and support to the children's services sector.

- 3.5** To advocate for children, families and personnel in communicating with relevant government bodies to enhance the provision of effective children's services.
  - 3.6** To develop and provide programs for the community which reflects cultural diversity and aids community development.
  - 3.7** To advance professional knowledge in childhood development by participating in relevant industry research.
  - 3.8** To affiliate with similar service providers on a local and national level for the assimilation of information and knowledge on quality child care services.
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## **4. Powers**

- 4.1** The Association has all the powers of an individual.
  - 4.2** The Association may:
    - 4.2.1** Purchase, take on lease or exchange , hire or otherwise acquire and hold any real or personal property including any rights and privileges;
    - 4.2.2** Erect building and to renovate, repair, reconstruct, alter, improve, add to and demolish and buildings or structures now or hereafter vested in the Association;
    - 4.2.3** To sell, exchange. lease, let, mortgage, pledge, hire, dispose of, turn to account release or otherwise deal with all or any part of the real or personal property or rights and privileges of the Association, whether in exchange for any consideration or not.
    - 4.2.4** To conduct appeals for funds and to accept donations whether of real or personal property and devises and bequests.
    - 4.2.5** To raise or borrow money and secure the repayment thereof in such a manner as the Association thinks fit, with the power to issue debentures, grant mortgages, charges or securities on all or any of the property real or personal, both present and future of the Association and to redeem or pay off either wholly or in part any existing or future security and to give any guarantee or indemnity for the payment of many of the performance of any contract or obligation by any person.
    - 4.2.6** To invest in securities or otherwise and to deal with the moneys and property of the Association in such a manner as may from time to time be determined by the Board.
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## **5. Membership**

**5.1** The Members of the Association shall consist of individuals who may be:

**5.1.1** Ordinary Members;

**5.1.2** Honorary Life Members; and

**5.1.3** Affiliate Members.

### **5.2 Ordinary Members**

**5.2.1** Every application for ordinary membership shall be:

- (a) Proposed by one Ordinary Member and seconded by another Ordinary Member;
- (b) Made in writing in a form approved by the Board;
- (c) Signed by the applicant for membership, the proposer and the seconder;
- (d) Accompanied by payment of the membership fee; and
- (e) Lodged with the Secretary.

**5.2.2** The Secretary shall put all valid applications for membership before next Board meeting and the Board shall decide to admit or reject the application.

**5.2.3** Should a Member application be rejected and no appeal lodged membership fees should be refunded.

**5.2.4** Ordinary membership shall be unlimited in number and be for the financial year of the association.

### **5.3 Honorary Life Members**

**5.3.1** A person may be nominated for Honorary Life Membership in recognition of a significant contribution to the Association.

**5.3.2** Nominations for appointment shall first be considered by the Board and no appointment shall be made except on the recommendation of the Board.

**5.3.3** On the recommendation of the Board, an Honorary Life Member may be appointed by the Association by a resolution passed at a General Meeting at which the resolution is moved but specific notice of the proposed resolution must be included in the notice of meeting at which it is intended to move the resolution.

**5.3.4** A certificate in a form approved by the Board shall be presented to a person appointed as an Honorary Life Member.

**5.3.5** The number of Honorary Life Members shall be unlimited but they shall not be required to pay a membership fee.

## **5.4 Affiliate Members**

**5.4.1** An organisation may nominate for affiliate membership in recognition of the relationship it has with the Association

**5.4.2** Every application for affiliate membership shall be:

- (a) Proposed by one Ordinary Member and seconded by another Ordinary Member;
- (b) Made in writing in a form approved by the Board;
- (c) Signed by the applicant for membership, the proposer and the seconder;
- (d) Accompanied by payment of the membership fee; and
- (e) Lodged with the Secretary.

**5.4.3** The Secretary shall put all valid applications for membership before next Board meeting and the Board shall decide to admit or reject the application.

**5.4.4** Should a Member application be rejected and no appeal lodged membership fees should be refunded.

## **5.5 Register of Members**

- (a) The Secretary shall keep and maintain a Register of Members which shall contain the full name, address and date of entry of the name of each Member.
- (b) The register shall be available for inspection by Members at the address of the Secretary provided that reasonable notice is given to the Secretary.
- (c) However the management committee may, on application of a Member of the Association, withhold information about the Member (other than the Member's full name) from the register available for inspection if the management committee has reasonable grounds for believing the disclosure of the information would put the Member at risk of harm. .

## **5.6 Resignation of Members**

- (a) A Member of the Association may resign by giving notice in writing to the Secretary and the Member shall cease to be a Member.
- (b) A resignation is effective immediately after the Secretary receives the notice or at a later time if a later time is specified in the notice.

## **5.7 Termination or Rejection of Membership**

### **5.7.1** If a Member:

- (a) Is charged, found guilty or convicted of an offence in respect to a child; or
- (b) Is found guilty or convicted of a criminal or indictable offence; or
- (c) Fails to comply with any provision of this Constitution; or
- (d) Conducts themselves in a manner considered by the Board to be adverse or prejudicial to the interests of the Association; or
- (e) Does not pay the annual membership fees, if applicable within 3 months of the due date, then

the Board may terminate the person's membership and shall promptly give notice of its decision to the Member.

**5.7.2** If a person's membership is terminated or application for membership is rejected by the Board, that person may, within 30 days of receiving notice of termination or rejection, give to the Secretary written notice of their intention to appeal against the Board's decision.

**5.7.3** Within 2 months of receiving the notice, the Secretary shall convene a General Meeting to determine the appeal.

**5.7.4** At the meeting, the Member and the Board shall be given the opportunity to fully present their case.

**5.7.5** The appeal shall then be determined by the meeting by majority vote.

**5.7.6** Should the Members appeal be rejected membership fees should be refunded.

**5.7.7** Should a membership be terminated the balance of the membership fee is not refundable.

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## **6. Annual Membership Fee**

The annual membership fee of a Member, if applicable is the amount determined from time to time by the Board. It is payable once per calendar year prior to the Annual General Meeting.



## **7. Annual General Meeting**

### **7.1 Generally**

- (a) The Board shall, in each calendar year, convene an Annual General Meeting of its Members within 6 months after the end of the preceding financial year.
- (b) The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.
- (c) The Annual General Meeting shall be specified as such in the notice convening it.

### **7.2 Business of an Annual General Meeting**

- (a) The ordinary business of the Annual General Meeting shall be:
    - (1) To approve the minutes of the preceding Annual General Meeting;
    - (2) To receive from the Board any reports upon the transactions and activities of the Association during the preceding financial year;
    - (3) To elect the Office-bearers and the other Members of the Board; and
    - (4) To receive the auditor's report for the preceding financial year; and
    - (5) Such other general business as may be necessary.
  - (b) The Annual General Meeting may transact special business of which notice is given in accordance with these rules.
  - (c) The Annual General Meeting shall be in addition to any other General Meeting of the Association, but it may be held in conjunction with a General Meeting.
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## **8. General Meetings**

### **8.1 Terminology**

All General Meetings other than the Annual General Meeting shall be called General Meetings but these provisions shall apply to an Annual General Meeting as the context permits and except where it is otherwise provided in this Constitution.

### **8.2 Board Convening a General Meeting**

The Board may, whenever it thinks fit, convene a General Meeting.

### **8.3 Members Convening a General Meeting**

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- (a) The Board shall, on the request in writing of Members representing at least twenty (20) per cent of the total number of Members entitled to vote, convene a General Meeting of the Association.
  - (b) The request for a General Meeting shall be addressed to the Secretary and shall state the nature of the business to be addressed at the meeting and shall be signed by the Members making the request.
  - (c) If the Board does not cause a General Meeting to be convened within one (1) month after the request is received by the Secretary, the Members making the request, or any of them, may convene a General Meeting to be held no later than three (3) months after that date.
  - (d) A General Meeting convened by Members under this rule shall be convened in the same way as General Meetings are ordinarily convened by the Board.
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## **9. Notice of General Meetings**

- (a) The Secretary shall, at least seven (7) days or, if a special resolution has been proposed, at least twenty one (21) days, before the day fixed for holding a General Meeting, send to each Member at their address shown in the Register of Members, a notice stating the place, date and time of the General Meeting and the nature of the business to be transacted.
  - (b) No business other than that set out in the notice convening the General Meeting shall be transacted at the General Meeting.
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## **10. Proceedings of General and Annual General Meetings**

### **10.1 Business**

All business that is transacted at:

- (a) A General Meeting; and
- (b) The Annual General Meeting,

Shall be decided by a majority of votes unless a matter is special business which requires a special resolution, in which case, it shall require a vote of at least 75% of those Members present and entitled to vote..

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## **10.2 Quorum**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these rules to vote is present during the time when the meeting is considering that item.
- (b) 15 members present, or another number determined from time to time by the Board, constitute a quorum for the transaction of the business of a General Meeting.
- (c) If within 30 minutes after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (1) If convened upon the request of Members shall be dissolved; and
  - (2) In any other case — shall stand adjourned to the same day in the next week at the same time and at the same place;
  - (3) If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the Members present (being not less than 5) shall be a quorum.

## **10.3 Chair**

The Chairperson, or in his or her absence, the Deputy Chairperson, or, in the absence of either, any person that the Meeting so determines, shall preside as Chairperson at each General Meeting.

## **10.4 Adjournment**

- (a) The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the General Meeting from time to time and place to place, but no business shall be transacted at an adjourned General Meeting other than the business left unfinished at a General Meeting at which the adjournment took place.
- (b) Where a General Meeting is adjourned for fourteen (14) days or more, a notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (c) Except as provided above, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

## **10.5 Voting**

- (a) A question arising at a General Meeting shall be determined on a show of hands, or if demanded, by a poll which is to be taken in such a manner as the person presiding at the meeting shall determine.
  - (b) Current employees of the Association are not eligible to vote.
  - (c) An Affiliate Member is not eligible to vote.
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- (d) To be entitled to vote each Ordinary Members of the Association must be financial.
- (e) A Member has one vote only upon any question arising at a General Meeting.
- (f) In the case of an equality of votes on a question, the Chairperson of the meeting is entitled to exercise a second or casting vote.

If at a meeting a poll on any question is demanded by at least 5 Members, it shall be taken at that meeting in such manner as the Chairperson may direct, and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.

## **10.7 Proxies and Attorneys**

10.7.1 A Member may vote in person or by proxy or by attorney and every Member either present or by proxy or attorney shall be entitled to one vote.

10.7.2 The document appointing a proxy shall be in writing in the form determined by the Board from time to time and signed by the Member appointing the proxy or by their attorney.

10.7.3 In the case of a Member voting by an attorney or proxy, the proxy or the document appointing the attorney shall be deposited with the Secretary before a General Meeting commences.

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## **11. Board**

### **11.1 Power to Manage the Association**

The Board:

- (a) Shall control and manage the business and affairs of the Association;
- (b) May exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by these rules to be exercised by General Meetings of the Members of the Association; and
- (c) Subject to these rules, the Regulations and the Act, has power to perform all such acts and things as appear to the Board to be necessary, desirable, conducive or incidental to the proper management of the business and affairs of the Association.

### **11.2 Composition of the Board**

The Board shall consist of:

- (a) The Office-bearers; and

- (b) Not less than 3 and not more than 7 Members or such other number as may be determined from time to time by the Board; and
- (c) The Chief Executive Officer and other representatives from management

Neither the Chief Executive Officer nor the other representatives from management on the Board shall be entitled to a vote at any Board meeting and shall, when required by the Board, absent themselves from any business of the Meeting.

### **11.3 Office-Bearers**

The Office-bearers of the Association shall be:

- (a) Chairperson;
- (b) Deputy Chairperson;
- (c) A Secretary; and
- (d) A Treasurer.

### **11.4 Term of Office**

Subject to these rules:

- (a) Office-bearer are elected at the Annual General Meeting of the Association, with effect from the end of that Annual General Meeting; and

Hold office until the end of the next Annual General Meeting following the date of his or her election, but may be re-elected to any vacant Office or position on the Board for which the Office-bearer or Ordinary Member is eligible.

- (b) Ordinary Member or Honorary Life Member shall be elected at the Annual General Meeting of the Association, with effect from the end of that Annual General Meeting; and

For an Ordinary Member hold office for a 3 year period following the date of his or her election, but may be re-elected to any vacant Office or position on the Board for which the Office-bearer or Ordinary Member is eligible during that time with a maximum term of 3 x 3 year terms.

### **11.5 Casual Vacancies**

If a casual vacancy in any position on the Board arises, the Board may appoint a Member of the Association, or a person who the Board determines, to fill the vacancy, and the person shall hold that position until the conclusion of the next Annual General Meeting.

## 11.6 Election of Board

- (a) Nomination of candidates for election as Officer-bearer or as an Ordinary Member of the Board shall be:
  - (1) In the form approved by the Board at any time;
  - (2) Signed by 2 Members of the Association, one as proposer and the other as seconder;
  - (3) Accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and
  - (4) Delivered to the Secretary before the commencement of the Annual General Meeting.
- (b) A candidate for election as an Officer-bearer or as Ordinary Member of the Board must be a Member of the Association at the time of the nomination and at the time of the election.
- (c) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated shall be deemed to be elected, and further nominations shall be requested at the Annual General Meeting in respect of particular vacant positions for which nominations have not been received.
- (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- (e) If the number of nominations in respect of any position on the Board exceeds the number of vacancies to be filled, a ballot shall be held at the Annual General Meeting in such manner as the Chairperson may direct.
- (f) A nomination of a candidate for election under this rule is not valid if that candidate has already been nominated to another office for election at the same election.

## 11.7 Vacancy on Board

The position of an Office-bearer or of an Ordinary Member of the Board becomes vacant if the Office-bearer or Ordinary Member of the Board:

- (a) Becomes an insolvent under administration within the meaning of the Bankruptcy Act;
- (b) Becomes of unsound mind, or is liable to be dealt with under the mental health laws;
- (c) Becomes physically incapacitated and is unable to fulfil the requirements of the position;
- (d) Is convicted of an indictable offence punishable by imprisonment

- (e) Is of bad character;
- (f) Resigns as an office-bearer or Ordinary Member of the Board by written notice given to the Secretary;
- (g) Fails to attend 3 consecutive meetings of the Board without leave of the Board (whether given before or after that absence) and is removed from office by resolution of the Board;
- (h) Is removed from office pursuant to these rules; or
- (i) iCeases to be a Member of the Association.

### **11.8 Chief Executive Officer**

Despite any other provision in these rules, the Chief Executive Officer is as a result of holding that position, a non-voting Member of the Board for so long as he or she is the Chief Executive Officer.

### **11.9 Interested Members of the Board**

- (a) A Member of the Board who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Association must, as soon as he or she becomes aware of the interest, disclose the nature and extent of the interest to the Board.
- (b) Paragraph (a) does not apply in respect of a pecuniary interest that exists only by virtue of the fact that:
  - (1) The Member of the Board is an employee of the Association; or
  - (2) The Member of the Board is a member of a class of persons for whose benefit the Association is established; or
  - (3) The Member of the Board has the pecuniary interest in common with all or a substantial proportion of the Members of the Association.
- (c) If a Member of the Board discloses a pecuniary interest in a contract, or proposed contract, in accordance with this rule, or if the interest does not need to be disclosed under this rule:
  - (1) The contract is not liable to be avoided by the Association on any ground arising from the fiduciary relationship between the Member and the Association; and
  - (2) The Member is not liable to account for profits derived from the contract.
- (d) A Member of the Board who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Association must not take part in any decision of the Board with respect to that contract but may, subject to the provisions of this rule, take part in any deliberations with respect to that contract.

- (e) Paragraph (d) does not apply in respect of a pecuniary interest:
  - (1) That exists only by virtue of the fact that the Member of the Board is a member of a class of persons for whose benefit the Association is established; or
  - (2) That the Member of the Board has in common with all or a substantial proportion of the Members of the Association

### **11.10 Implied Validity**

No matter what these rules may otherwise say, all decisions at a meeting of the Board, and all actions taken by the Board or any person acting as a Member of the Board, shall be as valid as if:

- (a) Every person acting as a Member of the Board been duly appointed;
- (b) Had duly continued in office and
- (c) Had at all material times been fully entitled to do all things which he or she did or purported to do as a Member of the Board,

even if it is later discovered that there was a defect in the persons appointment or continuance in office or that the person had vacated office or was not entitled to do a particular thing.

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## **12. Proceedings of the Board**

### **12.1 Frequency of Meetings**

The Board shall meet at least 6 times in each calendar year and at least once every three months at such place and such times as the Board may determine.

### **12.2 Quorum**

- (a) Any number being one half of the Members of the Board plus one constitutes a quorum for the transaction of the business of a meeting of the Board.
  - (b) No business shall be transacted at a meeting of the Board unless a quorum is present, and, if within 15 minutes of the time appointed for the meeting a quorum is not present, the Chairperson may stand the meeting adjourned to a time and place to be determined.
  - (c) Notwithstanding the above provision, a meeting of the Board at which a quorum is not present may proceed to deal with the business of the meeting but all decisions taken as such a meeting shall be subject to ratification by circulation of flying minutes that are approved by a quorum of the Board.
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### **12.3 Chairperson**

The Chairperson, or in his or her absence, the Deputy Chairperson, or, in the absence of either, any person that the Board determines, shall preside as Chairperson at each meeting of the Board.

### **12.4 Voting**

- (a) Questions arising at a meeting of the Board shall be determined on a show of hands or, if demanded by a Member, by a poll taken in such manner as the person presiding at the meeting may determine.
- (b) Each Member present at a meeting of the Board (including the Chairperson) is entitled to one vote and, in the event of an equality of votes on any question, the Chairperson may exercise a second or casting vote.
- (c) A resolution shall only be considered to have been passed concerning any question arising at a meeting of the Board if a majority of votes cast at the meeting in respect of that resolution are cast in favour of it.

### **12.5 Usual Business at Board Meetings**

The usual business at a meeting of the Board shall be:-

- (a) To confirm the minutes of the last meeting;
- (b) To deal with any items retained on the agenda from the previous meeting;
- (c) To deal with the financial information concerning the Association;
- (d) To receive reports upon the activities of any Subcommittee;
- (e) To receive reports from Members of the Board charged with the responsibility for agenda items;
- (f) To receive reports from the Chief Executive Officer on the activities of the Association;
- (g) To discuss correspondence received and correspondence to be sent;
- (h) To organise General Meetings and other functions; and
- (i) Such other business as may be notified to Members of the Board.

### **12.6 Notice**

The Secretary shall use his or her best endeavours to give notice of each meeting of the Board (together with a proposed agenda and minutes of the previous meeting of the Board) to each Member of the Board at least 7 days before the meeting.

## **13 Subcommittees**

### **13.1 Delegation**

The Board may delegate any of the functions of the Board to a Subcommittee or Subcommittees established by the Board and invitees and the Board determines. Invitees that are not Members of the Association will have not voting rights.

### **13.2 Members**

The Board shall have power to appoint and remove members of Subcommittees and to make rules in respect of the voting rights, quorum for meetings, the conduct of meetings, and such other matters in relation to Sub-committees as the Board determines from time to time.

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## **14. Secretary and Treasurer**

(a) The Secretary shall:

- (1) Keep minutes of the resolutions and proceedings of each General Meeting and each meeting of the Board, together with a record of the names of persons present at meetings of the Board; and
- (2) Carry out the powers and duties set out in these rules and as given to him or her by the Board from time to time.
- (3) Ensure the accuracy of the minutes of:
  - (i) each Board meeting which minutes must be signed by the Chairperson of the meeting, or the Chairperson of the next Board meeting, verifying their accuracy;
  - (ii) each General Meeting which minutes must be signed by the Chairperson of the meeting, or the Chairperson of the next General Meeting, verifying their accuracy;
  - (iii) each Annual General Meeting which minutes must be signed by the Chairperson of the meeting, or the Chairperson of the next meeting that is a General Meeting or an Annual General Meeting, verifying their accuracy.

(b) The Treasurer shall:

- (1) Collect and receive or arrange for the collection and receipt of all moneys due to the Association and make all payments or arrange for the making of all payments authorised by the Association;
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- (2) Keep or arrange for the keeping of correct accounts and books showing the financial affairs of the Association with full details of all receipts and expenditure connected with the activities of the Association;
  - (3) At each meeting report to the Board regarding the financial position and affairs of the Association; and
  - (4) Carry out the powers and duties set out in these rules and as given to him or her by the Board from time to time.
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## **15. Auditor**

The Board shall appoint a qualified auditor whose remuneration shall be determined from time to time by the Board.

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## **16. Finances etc.**

- 16.1 The financial year of the Association shall close on 31 December in each year.
  - 16.2 The funds of the Association must be kept in an account in the name of the Association in a financial institution decided by the management committee.
  - 16.3 Records and accounts must be kept in full English language showing full and accurate particulars of the financial affairs of the Association.
  - 16.4 All amounts must be deposited in the financial institution account as soon as practicable after receipt.
  - 16.5 A payment by the Association of \$100 or more must be made by cheque, credit card or electronic funds transfer.
  - 16.6 All payments of over \$100 shall be signed or electronically authorised by not less than 2 persons so authorised by the Board.
  - 16.7 Cheques, other than cheques for wages, allowances or petty cash, must be crossed 'not negotiable'.
  - 16.8 A petty cash account must be kept and the management committee must decide the amount of petty cash to be kept in the account.
  - 16.9 All expenditure must be approved or ratified at a Board meeting.
  - 16.10 The Treasurer must, as soon as possible after the end of the financial year, ensure a statement of the income and expenditure and the assets and liabilities is prepared and provided to the Association's Auditors for examination and report by them at the next Annual General Meeting.
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## **17. Custody and Inspection Records**

### **17.1 Custody of Records**

- (a) The Secretary shall have custody or control of all books, documents and securities of the Associations.
- (b) The accounting records shall be kept at the main office of the Association or, subject to the law, at some other place as the Board thinks fit.

### **17.2 Inspection of Records**

All books and documents of the Association shall be available for inspection by any Member upon giving reasonable notice of such a request.

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## **18. Common Seal**

- (a) The common seal of the Association shall be kept by or under the control of the Secretary.
  - (b) The common seal shall not be affixed to any instrument except by the authority of the Board, which may be given before or after the common seal is used.
  - (c) The affixing of the common seal shall be attested by the signature of any two Office-bearers or by one Office-bearer and such other person as the Board from time to time authorises for this purpose.
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## **19. Notices**

- (a) A notice may be served by or on behalf of the Association upon any Member either personally or by sending it by post to the Member at his or her address shown in the Register of Members.
  - (b) Where a document is properly addressed, prepaid and posted to a person, the document shall be deemed to have been given to the person at the time at which it was posted.
  - (c) No General Meeting, Annual General Meeting or meeting of the Board or act, proceeding or business of any meeting shall be invalid because of:
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- (1) the failure of any person to receive notice of the meeting; and
  - (2) Any other procedural irregularity.
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## **20. Use of Income and Property and Disposal of Assets**

### **20.1 Use of Income and Property**

The income and property of the Association shall be used and applied solely in the promotion of its objects and the exercise of its powers.

No proportion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members of the Association, provided that nothing shall prevent the payment in good faith of:

- (a) Interest to any such Members in respect of moneys advanced by him or her to the Association or otherwise owing by the Association to him or her;
- (b) Reasonable and property charges for goods hired by the Association from the Member;
- (c) Remuneration to any officers or servants of the Association or to any Member of the Association or other person in return for any services actually rendered to the Association; or
- (d) Monies representing reimbursement to any Member for out of pocket expenses incurred by the Member, to which he or she would be entitled if they were an employee of the Association.

### **20.2 Disposal of Assets**

If after the dissolution of the Association and satisfaction of all its debts and liabilities there remains any money or property, that money or property shall not be paid to or distributed amongst the Members, but shall be given or transferred to one or more institutions, bodies, funds or organisations:

- (a) Having, so far as possible, objects similar to the purposes of the Association;
- (b) Which is or are charitable at law; and
- (c) Which prohibits or prohibit the distribution of income and property among its or their Members to an extent at least as great as is imposed on the Association,

Such institutions, bodies, funds or organisations shall be determined by the Members at or before the time of the dissolution.

### **20.3 Establishment and Operation of Gift Fund**

"Establishment and operation of gift fund

1. The Association must maintain for its principal purposes in so far as they relate to the provision of technical and further education a gift fund (Gift Fund):
  - a. To which gifts of money or property for those purposes are to be made; and
  - b. To which any money received by the Association because of such gifts is to be credited;
  - c. That does not receive any other money or property; and
  - d. For which a separate bank account is maintained..
2. The Association must use the following only for its principal purposes in so far as they relate to the provision of technical and further education:
  - a. Gifts made to the Gift Fund; and
  - b. Any money received because of such gifts.
3. At the first occurrence of:
  - a. The winding up of the Gift Fund; or
  - b. The Association ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the 'TAA 97;
  - c. Any surplus assets of the Gift Fund must be transferred to a fund, authority or institution: which is charitable at law;
  - d. Whose constitution prohibits distributions or payments to its Members and Board members to an extent at least as great as is outlined in rule 20.2; and
  - e. Gifts to which can be deducted under Division 30 of ITAA 97.
4. The identity of the fund, authority or institution must be decided by the Board.
5. Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a transfer under this rule to that fund, authority or institution must be made in accordance with or subject to those conditions."

## **21. Indemnity and Insurance**

### **21.1 Indemnity**

To the extent permitted by law, the Association may:

- (a) Indemnify a person who is or has been an Officer of the Association against a liability incurred by that person in his or her capacity as such an Officer or Member to any person other than the Association; and
- (b) Indemnify a person who is or has been an Officer of the Association against a liability for costs and expenses incurred by that person in his or her capacity as such an Officer in defending proceedings, whether civil or criminal, in which judgment is given in favour of that person or in which that person is acquitted or in connection with an application, in relation to such proceeding, in which a court grants relief to that person,

In so far as such liability is not covered by a contract of insurance taken out by any person for the benefit of such Officer.

### **21.2 Insurance**

The Association may pay, agree to pay, or reimburse another person who has paid a premium in respect of a contract insuring a person who is or has been an Officer of the Association against a liability incurred by that person as such an Officer, except in circumstances prohibited by law.

### **21.3 Definition**

For the purposes of this rule, Officer means any Member of the Board, and such other persons as the Board may determine from time to time.

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## **22. Grievance Procedure**

- (a) Any dispute under the rules between a Member and another Member or a Member and the Association must, unless all parties to the dispute otherwise agree, be dealt with as outlined in this rule.
- (b) Any party to a dispute as outlined above may by notice in writing refer the dispute to the Board for determination in favour of that party (the Applicant) and must serve a copy of the notice upon all other parties to the dispute. .

(c) The notice must provide details of:

- (1) All parties to the dispute; and
- (2) The nature of the dispute under the rules;

and may contain such submissions and evidence which the Board thinks fit.

- (d) Within 30 days of being served with a copy of the notice, any other party to the dispute may make a written submission to the Board and serve a copy of that submission on the Applicant.
- (e) Within 60 days of receipt of a notice under (2), the Board shall conduct a hearing to determine the dispute at which it shall hear any further submissions and evidence any party to the dispute wishes to present.
- (f) Any party to the dispute may appoint any person to act on behalf of that party in the above procedures.
- (g) The above procedures must be implemented in accordance with the common law rules of natural justice.
- (h) A determination made by the Board under the above procedures is final and binding on all parties to the dispute and no appeal lies from a determination to a court.

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## **23. Alteration of this Constitution**

23.1 Subject to the Act, these rules may be amended, repealed or added to by a special resolution carried at a General Meeting.