

EXPLANATION OF PROPOSED CHANGES TO THE CFWA CONSTITUTION

The CFWA Board resolved to recommend the following changes to this AGM:

Clause 11.2.1, Clause 11.15 Changes regarding Board tenure

Amended to provide that Board members shall be subject to maximum tenure (a limit of 6 years served as a Board member). Provision is made to enable this to be extended in exceptional circumstances with member agreement.

It is good practice to apply a maximum period to the time individuals may serve on the Board, to ensure sufficient renewal/ introduction of new skills, expertise and thinking. For this reason, the existing Board has carefully considered an appropriate period of tenure and the provisions needed to ensure it is practicable. For example, exceptional circumstances could apply where the Board believes a special skill or role that a Board member brings cannot be readily replaced.

It is proposed that 6 years tenure will apply to all new Board members. Tenure helps ensure the Board maintains a good balance of organisational knowledge and fresh perspective. Succession planning enables knowledge transfer from longer serving Board members to newer members on an ongoing basis.

The CFWA Board will undertake succession and recruitment planning on a regular basis to support ongoing management of related changes. Existing Board members will consider their own tenure as an input to future succession planning.

Clause 12.3. Change to closing time for nominations for elected Board members.

The only proposed change is increasing closing time from 36 to 48 hours before the AGM.

The additional time enables preparation of information and voting processes in the event the number of nominations necessitates an election be held.

Clause 14 Revision to reference to Associations Incorporation Act 2015.

Revision to align with the respective Division of the Act

The obligations of Board members are those set out in Division 2 of the Act. This includes both Section 42 and Section 43.

Clause 23.1 Indemnities

Revised to reflect legal limits on indemnification.

This clause refers to indemnification of Board members, the CEO and other CFWA employees related to discharge of duties. The revision reflects that some legislation specifically prohibits such indemnification. For example, CFWA cannot indemnify officers for certain fines applicable under the revised WA work health and safety laws.

CFWA Constitution

~~Updated for compliance with Associations Incorporation Act 2015~~
As amended at the ~~Special~~ General Meeting on ~~14 October 2020~~15 June 2022

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CYSTIC FIBROSIS WESTERN AUSTRALIA (INCORPORATED)

CONSTITUTION

1. NAME

The name of the organisation is "CYSTIC FIBROSIS WESTERN AUSTRALIA (INC)" (hereinafter referred to as "the Association").

2. DEFINITIONS

- 2.1. "Act" means the *Associations Incorporation Act 2015 (WA)*.
- 2.2. "Annual General Meeting" or "AGM" means the annual general meeting of the Members of the Association.
- 2.3. "Board" means the board of governance of the Association appointed or elected in accordance with the provisions of this constitution for the time being in office.
- 2.4. "CEO" means the chief executive officer of the Association appointed under Clause 22 and includes a person appointed by the Board as acting CEO.
- 2.5. "Committee" means a committee of the Board set up from time to time to undertake specific tasks.
- 2.6. "Cystic Fibrosis" shall include conditions known by the titles of mucoviscidosis, fibrocystic disease of the pancreas and pancreatic steatorrhoea.
- 2.7. "De Facto Relationship" has the same meaning as in the *Family Law Act 1975 (Cth)*.
- 2.8. "Financial Member" means a Member who is not more than 3 (three) months in arrears in his annual subscription.
- 2.9. "General Meeting" means a general meeting of the Association, whether an Annual General or a Special General Meeting.
- 2.10. "Marriage" has the same meaning as in the *Marriage Act 1961 (Cth)*.
- 2.11. "Member" means a member of the Association.
- 2.12. "Month" means a calendar month.
- 2.13. "Parent" includes an adoptive parent of a child.
- 2.14. "Relative" includes a step-parent, brother, sister, half-brother, half-sister, step-brother, step-sister, grandparent, uncle, aunt, nephew, niece and cousin.
- 2.15. "Special General Meeting" means all General Meetings of the Members of the Association other than the AGM.
- 2.16. "Special Resolution" means a resolution passed by the majority of not less than three quarters of the Members present and entitled to vote at a General Meeting.
- 2.17. "Sub-clause" means a sub-clause of the clause in which the expression appears.

2.18. The masculine shall include the feminine. The singular shall include the plural.

3. ACTS OF PARLIAMENT

A reference to an act of parliament or a section of an act of parliament includes any amendment thereto or re-enactment thereof for the time being in force and all by-laws and regulations made there under for the time being in force.

4. OFFICE

The office of the Association shall be in such place or places within the State of Western Australia as the Board may from time to time determine.

5. OBJECTS

The objects of the Association shall be:-

- 5.1. To contribute to the emotional, social and physical wellbeing of those with Cystic Fibrosis.
- 5.2. To make facilities available to all sufferers of Cystic Fibrosis without discrimination as to colour, creed, race, gender, age or political belief.
- 5.3. To take action for the treatment, care, education, training, recreation, placement, employment and general welfare of persons with Cystic Fibrosis.
- 5.4. To support, encourage, promote, fund or part-fund, participate in or initiate research, which may benefit people with Cystic Fibrosis and other lung and respiratory conditions.
- 5.5. To found, establish, provide and equip, or co-operate with founding, establishing, providing and equipping institutions with suitable staff and equipment for all or any of the objects of the Association.
- 5.6. To work with health care providers for the benefit of those with Cystic Fibrosis and other lung and respiratory conditions.
- 5.7. To assist in the provision of, where necessary, special appliances and equipment for people with Cystic Fibrosis and other lung and respiratory conditions.
- 5.8. To acquaint the public with the problems and requirements of people with Cystic Fibrosis with a view to receiving their understanding, support and financial aid.
- 5.9. To publish, procure and distribute literature on Cystic Fibrosis matters for the guidance of parents and others.
- 5.10. To establish, conduct, and control Committees and other bodies for the purpose of raising funds and furthering the objects of the Association.
- 5.11. To co-operate or affiliate with any body having objects similar to those of the Association.
- 5.12. To act as advocate for those with Cystic Fibrosis and their carers.

- 5.13. As far as the law permits and subject to any relevant legislation, subsidiary legislation or licence, permit or approval issued thereunder, to carry on a business, to generate income, to collect funds and to accept donations, subscriptions and bequests, to further the objects of the Association.
- 5.14. To register as a provider of support services under programs administered pursuant to the *National Disability Insurance Scheme Act 2013 (Cth)* or any similar scheme that allows eligible persons to retain eligible service providers using funds allocated to them as part of the relevant scheme ("NDIS Scheme").
- 5.15. Whether or not a person is a Member, to use the facilities, resources and staff of the Association to provide (on reasonable commercial terms) services under the NDIS Scheme to persons with:
- 5.15.1. Cystic Fibrosis; or
 - 5.15.2. lung and respiratory conditions other than Cystic Fibrosis, or comparable conditions, or requiring services which are ancillary to services provided by the Association to persons with Cystic Fibrosis.
- 5.16. Whether or not a person is a Member, to use the facilities, resources and staff of the Association to provide (under a contract with government or another funding body) services to people with lung and respiratory conditions other than Cystic Fibrosis, or comparable conditions, or requiring services which are ancillary to services provided by the Association to persons with Cystic Fibrosis.
- 5.17. To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

6. POWERS

- 6.1. The powers of the Association are those set out in the Act.
- 6.2. The Association may invest its moneys not immediately required for the operational purposes of the Association in such investments as the Board, exercising the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons, reasonably determines. The Board must take appropriate advice before making an investment and must review, at least once in each year, the performance of any investment made.

7. INCOME AND PROPERTY

The assets and income of the Association shall be applied solely in furtherance of its objects and no portion shall be paid or distributed directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profits to the Members or any Member except in good faith in the promotion of the objects or purposes of the Association or as a bona fide remuneration or compensation for the services rendered or expenses incurred on behalf of the Association.

8. MEMBERSHIP

- 8.1. Eligibility: Any person who is ordinarily resident in Western Australia and:
- 8.1.1. has Cystic Fibrosis; or
 - 8.1.2. who:

- 8.1.2.1. is a Parent, carer, legal guardian, Relative or offspring of a person who has Cystic Fibrosis;
- 8.1.2.2. is in a Marriage or De Facto Relationship with a person who has Cystic Fibrosis;
- 8.1.2.3. by virtue of their profession or occupation or past profession or occupation, is particularly interested in the health and welfare of persons with Cystic Fibrosis; or
- 8.1.2.4. has special skills, talents or networks which they believe could be used to assist people with Cystic Fibrosis;

may become a Member of the Association provided that:

- 8.1.3. an application for membership is completed;
 - 8.1.4. the applicant agrees to be bound by the Constitution by signing the application for membership form.
- 8.2. The CEO may refuse an application for membership by giving written notice to the applicant advising of the reason for refusal.
- 8.3. The term of membership, other than Honorary Life Membership, is from the 1st January to the 31st December.

Membership applications are to be accompanied by the current year's membership fees unless waived by the CEO.

- 8.4. Subscriptions: The annual subscription payable by Members is the amount fixed by the CEO from time to time.

- 8.4.1. Where membership fees are set at zero, membership will be automatically renewed each calendar year for all Members. Members not wishing to have their membership automatically renewed must inform the CEO in writing.

Where a membership fee is charged individual membership fees may be waived at the discretion of the CEO.

- 8.4.2. The CEO may fix different subscriptions for different types of memberships.
- 8.4.3. In the event that the CEO decides not to waive membership fees, under 8.4.1 above, the term of membership shall be determined to run from the 1st January following the decision.
- 8.4.4. Where a person joins the Association mid-year, membership fees shall be charged pro rata for each Month or part thereof to the 31st December.

- 8.5. Types of Memberships: There shall be 3 (three) classes of Members, namely Ordinary, Junior and Honorary Life.

- 8.5.1. Ordinary: a person 18 (eighteen) years of age and over who is entitled to all membership privileges, including voting rights.

8.5.2. Junior: a person under the age of 18 (eighteen), entitled to all membership privileges, excluding voting rights. Junior members are not eligible to become members of the Board.

8.5.3. Honorary Life: The Board may recommend as an Honorary Life Member a person who, in the opinion of the Board, has rendered outstanding service to the Association. Such recommendation must be confirmed at a General Meeting before it takes effect.

An Honorary Life Member is not liable to pay an annual subscription.

8.6. Effect of Change to Name of Membership Category¹: On the passing of a Special Resolution having the effect of amending clause 8.5 by renaming the:

8.6.1. former 'Individual Ordinary' Member category as 'Ordinary' Member, Members who immediately before the passing of the Special Resolution were 'Individual Ordinary' Members become 'Ordinary' Members; and

8.6.2. former 'Individual Associate' Member category as 'Junior' Member, Members who immediately before the passing of the Special Resolution were 'Individual Associate' Members become 'Junior' Members.

8.7. Effect of Abolition of Membership Category²: On the passing of a Special Resolution having the effect of amending clause 8.5 by abolishing the:

8.7.1. former 'Family member' membership category, any:

8.7.1.1. adult who immediately before the passing of the Special Resolution was included in the former membership category 'Family member' will become an Ordinary Member; and

8.7.1.2. child who immediately before the passing of the Special Resolution was included in the former membership category 'Family member' will become a Junior Member.

8.7.2. former 'Corporate member' membership category, any entity which immediately before the passing of the Special Resolution was included in the former membership category 'Corporate member' will become an Ordinary Member and may appoint, in writing, a person to act as its representative at meetings of the Association and vote and exercise the same powers on behalf of the entity which the entity could exercise if it were an Ordinary Member of the Association.

8.8. Retention of Membership Notwithstanding Change in Eligibility Criteria³: Any person who is a Member of the Association immediately before the passing of a Special Resolution having the effect of amending clause 8.1 to change the eligibility criteria for membership of the Association, will continue as a Member, subject to clauses 8.6 and 8.7, notwithstanding the change to the eligibility criteria.

8.9. Appeal against Rejection of Membership

¹ The Special Resolution referred to in clause 8.6 was passed on 14 October 2020.

² The Special Resolution referred to in clause 8.7 was passed on 14 October 2020.

³ The Special Resolution referred to in clause 8.8 was passed on 14 October 2020.

8.9.1. A person whose application for membership has been rejected may, within one Month after receiving written notification of such rejection, appeal to the Board in writing against the decision of the CEO.

8.9.2. The Board may allow or reject the appeal in its absolute discretion without assigning a reason and must give written notice to the applicant of the outcome of the appeal.

8.9.3. Where a person, whose application is rejected, does not within the time prescribed by this constitution appeal against the decision of the CEO, or so appeals but his appeal is unsuccessful, the CEO shall refund to him the amount of the annual subscription paid to the Association, if any.

8.10. Resignation from Membership

A Member who has paid all moneys due from or payable by him to the Association may resign from the Association at any time by giving notice in writing to the CEO. Such resignation shall only take effect at the time when such notice is received by the CEO unless a later date is specified in the notice when it shall take effect at the later date. Upon taking effect, the Member shall cease to be a member of the Association and shall forfeit all right to and claim upon the Association and its property and funds. Such resignation shall have no effect on the rights of the Association to recover any moneys owing to it by the member.

8.11. Expulsion from Membership

If any Member shall wilfully refuse or neglect to comply with the provisions of this constitution or the by-laws of the Association or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Association the Board shall have the power by resolution to expel such Member from the Association and remove his name from the register of members provided that at least one week before the meeting of the Board at which such a resolution for expulsion is to be proposed such Member shall be given notice thereof and of the intended resolution for expulsion and he shall have an opportunity of attending such meeting and of giving orally or in writing any explanation or defence which he may desire to make and provided that further that any such Member may at any time before the passing of a resolution for his expulsion by the Board by notice in writing left at the registered office of the Association require that the question of his expulsion be dealt with by the Association in General Meeting and in such event a Special General Meeting of the Association shall be called for such purpose and if at such meeting a resolution for the expulsion of such Member be passed by a majority of three-quarters of those present and entitled to vote (such voting to be by a poll) such Member shall be expelled and his name removed from the register of members.

Any person who ceases to be a member of the Association, either by resignation or expulsion, shall only have claim, monetary or otherwise, at the discretion of the Board.

9. REGISTER OF MEMBERS

9.1. The Board shall cause a register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Association and the dates of admission.

9.2. Particulars shall also be entered of resignations, terminations and reinstatements of membership and any further particulars as the Board or members at any General Meeting may require from time to time.

9.3. The CEO shall make the register available to any Member for inspection at a time convenient to the Association.

9.4. If:

9.4.1. a Member inspecting the register of members wishes to make a copy of, or take an extract from, the register under section 54(2) of the Act; or

9.4.2. a Member makes a written request under section 56(1) of the Act to be provided with a copy of the register of members,

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

10. PATRONS

The Board, in furtherance of these objects, may recommend any number of persons as Patrons of the Association. Appointment of such persons is to be confirmed by a General Meeting.

11. BOARD

11.1. The governance of the Association shall be vested in the Board consisting of up to 7 (seven) elected members, and up to 3 (three) co-opted members, who must each be Members of the Association.

11.2. The Board shall consist of:

11.2.1. Elected Members

There shall be no less than 2 (two) and no more than 4 (four) members elected at the AGM in alternate years whose term of office shall be for a period of two years. Their term of office begins upon their election. They shall be eligible for re-election following completion of terms, subject to maximum tenure.

There shall be at least one person with Cystic Fibrosis, or a Relative or carer of a person with Cystic Fibrosis elected to the Board. However, the failure of either to nominate shall not prevent the Board being duly appointed, elected and constituted.

11.2.2. Co-opted Members

Persons having special skills or experience appropriate to the work of the Board as decided by the Board from time to time, may be co-opted to the Board. They shall have full voting rights and responsibilities as members of the Board. Their term of office shall be from the date of the co-option up until the following AGM at which they may stand for election or be co-opted to the Board by the new Board.

11.3. Board Executive: Office Bearers

11.3.1. Immediately following the AGM, the Board shall elect from its number a Board Executive who shall be office bearers of the Board. The Board Executive shall comprise a President, Vice President and Treasurer.

11.3.1.1. President - whose term of office shall be for a period of two years, with eligibility for re-election. Such period shall expire at the AGM in each year whose number ends with an even number. The maximum tenure of the office of President shall be two consecutive terms (four years).

11.3.1.2. Vice President - whose term of office shall be for a period of two years, with eligibility for re-election. Such period shall expire at the AGM in each year whose number ends in an odd number. The maximum tenure of the office of Vice President shall be two consecutive terms (four years).

11.3.1.3. Treasurer - A person who, as far as practicable, is or has been engaged in commerce, banking or accounting, whose term of office shall be for a period of two years, with eligibility for re-election. Such period shall expire at the AGM in each year whose number ends with an odd number. The maximum tenure of the office of Treasurer shall be two consecutive terms (four years).

11.3.1.4. Where a position on the Board executive falls vacant between AGMs then the Board shall appoint, from its number, a person to act in that position until the next AGM. Following the AGM their appointment by the new Board may be ratified. In such circumstances their tenure shall be regarded as commencing from what would be the expiration of the elected officer's normal term of office for the purposes of calculating the number of terms served and their eligibility for re-appointment.

11.4. Proceedings of the Board

11.4.1. The Board may exercise all the powers of the Association as are not required by these rules to be exercised by the Association in General Meeting.

11.4.2. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it sees fit.

11.4.3. Questions arising at a meeting of the Board shall be decided by a majority of votes.

11.4.4. In the case of an equality of votes the chair does not have a second or casting vote and the motion is lost.

11.4.5. At meetings of the Board a quorum consists of not less than 4 (four) members, 2 (two) of whom shall be elected members of the Board.

11.4.6. The President or, in his absence, the Vice President shall chair meetings of the Board and in the absence of both the President and Vice President the members of the Board shall elect one of their number to chair.

11.4.7. The Board must ensure that minutes are taken and kept of each Board meeting.

11.4.8. The minutes must record the following –

11.4.8.1. the names of the Board members present at the meeting;

11.4.8.2. the name of any person attending the meeting that is not a Board member;

11.4.8.3. the business considered at the meeting; and

11.4.8.4. any motion on which a vote is taken at the meeting and the result of the vote.

11.4.9. The minutes of a Board meeting must be entered in the Association's minute book within 30 days after the meeting is held.

11.4.10. The chairperson must ensure that the minutes of a Board meeting are reviewed and signed as correct by –

11.4.10.1. the chairperson of the meeting; or

11.4.10.2. the chairperson of the next Board meeting.

11.4.11. When the minutes of a Board meeting have been signed as correct they are, until the contrary is proved, evidence that –

11.4.11.1. the meeting to which the minutes relate was duly convened and held; and

11.4.11.2. the matters recorded as having taken place at the meeting took place as recorded; and

11.4.11.3. any appointment purportedly made at the meeting was validly made.

11.5. Deputies

11.5.1. Where a member of the Board is or is about to be absent from the State of Western Australia or is otherwise prevented from or unable to attend meetings of the Board, for a period of at least three Months, the Board may appoint a person who is a Member of the Association to be the deputy of that member of the Board to act on his behalf whenever he is unable to be present at a meeting of the Board.

11.6. The position of any Board member absent for 3 (three) consecutive Board meetings without leave of absence shall automatically become vacant. Acceptance of an apology shall be deemed grant of such leave.

11.7. The Board shall have the power to fill casual vacancies on the Board. The person appointed to fill a casual vacancy shall retain office only for the period the vacating member would have retained it if no vacancy had occurred.

11.8. Committees

11.8.1. The Board may establish and dismiss Committees of the Board. The President or CEO may be an ex-officio member of such Committees.

11.8.1.1. A Committee appointed by the Board shall exercise the powers and duties delegated to it in conformity with any conditions or limitations imposed by the Board.

11.8.1.2. A Committee shall cause minutes to be kept of all resolutions and proceedings at all meetings of the Committee.

11.8.1.3. The Board may appoint the chairperson for a Committee.

11.8.1.4. The terms of reference and membership of a Committee will be determined by the Board.

11.9. The Board may act notwithstanding any vacancy in its body.

11.10. A member of the Board may retire from office upon giving notice in writing to the CEO or President and, in the case of the President retiring, the Vice President, and a resignation takes effect from the date of the notice or a later date specified therein, as the case may be.

11.11. The Association may by Special Resolution remove a member of the Board before the expiration of the period of his office and appoint another qualified person in his place.

11.12. A person appointed pursuant to sub-clause (11.11.) shall hold office during the time that the person in whose place he is appointed would have held office if he had not been removed.

11.13. A member of the Board shall not be appointed to a salaried office of the Association and no remuneration or other benefit in money or money's worth shall be given by the Association to a member of the Board except the repayment of out of pocket expenses, including professional development and attendance at conferences and meetings where the member represents the Association and such expenditure is approved by the Board in advance or the payment of interest on money lent or rent for premises leased or let by the Association.

11.14. All acts done by any meeting of the Board or of a Committee or by any person acting as a member of the Board or of a Committee are valid notwithstanding it is afterwards discovered that there was a defect in the appointment of the person so acting as though he had been duly appointed and was qualified to act.

11.15. Tenure

11.15.1. Maximum total tenure on the Board will be six years to enable Board renewal.

11.15.2. Board members are able to serve on the Board until they reach maximum tenure, provided they are nominated and successful re-elected post completion of preceding terms.

11.15.3. Where the Board decides a compelling business need exists, a Board member may nominate for a term beyond maximum tenure. This nomination may be put forward with a Board recommendation to members. Re-appointment beyond tenure in these circumstances will be subject to a resolution by members to accept the nomination and successful election per the normal election process.

~~11.14.~~11.15.4. Maximum tenure will not be retrospectively enforced with regard to appointments to office in place prior to the date of this change (15 June 2022).

12. ELECTIONS

12.1. Elections shall be by secret ballot.

12.2. Voting shall be first past the post.

12.3. Nominations for elected Board members shall be called for at least 14 (fourteen) days before the AGM, and shall close ~~36 (thirty-six)~~no later than 48 hours before the AGM.

Nominees for elected Board members must accept the nomination before being eligible for election.

12.4. If an aggrieved person wishes to dispute the validity of any election he shall within 7 (seven) days after such an election give notice in writing stating the grounds of his complaint to the Board and the Board may either itself or by a Committee appointed for the purpose, hear and determine such complaint and its decision thereon shall be final.

13. VOTING

13.1. Each Member other than a Junior Member shall be entitled to one vote.

13.2. In the event of an equality of voting on any question, it shall be resolved so as to preserve the status quo.

13.3. The President may exercise a deliberative vote providing he does so only before the result is known and he shall not have a casting vote.

13.4. A Member may appoint in writing another Member who is a natural person to be a proxy of the appointing Member and to attend and vote on behalf of the appointing Member at, any General Meeting.

14. DISCLOSURE of INTEREST

The obligations of Board members are those set out in ~~section 42~~Division 2 of the Act.

15. COMMON SEAL

- 15.1. The Board shall approve a common seal, which shall be held in the custody of the CEO.
- 15.2. The Board shall appoint the seal holders and may at any time revoke such appointments and make new appointments and shall give such notice thereof as is required by the Act.
- 15.3. All documents to which the common seal is affixed shall be countersigned by one seal holder and the CEO shall keep a record thereof.

16. GENERAL MEETINGS

- 16.1. An AGM shall be held within six Months after the end of the Association's financial year.
- 16.2. The business to be transacted at every AGM shall be:-
 - 16.2.1. The receiving of the Board's report and the balance sheet and statement of accounts for the preceding financial year.
 - 16.2.2. The receiving of the Auditor's report upon the book of accounts for the preceding financial year.
 - 16.2.3. The election of the members of the Board as herein provided.
 - 16.2.4. The appointment of an Auditor.
 - 16.2.5. To consider any proposed alterations to the constitution.
 - 16.2.6. To transact any other business brought before the meeting in conformity with this constitution.
- 16.3. Any other General Meetings shall be arranged by the Board each year.
- 16.4. Such General Meetings shall be called by the CEO at the request of the Board or on receipt of a written request signed by at least 10 (ten) per cent of the Members of the Association.
- 16.5. Notice of meetings:-
 - 16.5.1. At least 14 (fourteen) days notice in writing of a General Meeting shall be given to each Member. Notice may be posted or delivered by electronic means to his address for notice in the register. At least 2 (two) days notice, either personally or in writing as aforesaid, shall be given for the Board meetings.
- 16.6. Quorum:-
 - 16.6.1. At any General Meeting of the Association, 15 (fifteen) per cent of the membership or 20 (twenty) of the Members in attendance, whichever is the least, shall constitute a quorum.

16.6.2. If any quorum is not present 30 (thirty) minutes after the advertised starting time of the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such an adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed, those present shall be a quorum and may transact the business for which the meeting was called.

17. AUDITORS

- 17.1. The AGM shall appoint an Auditor who shall not be a member of the Board but may be a Member of the Association.
- 17.2. Once at least in every year, the accounts of the Association shall be examined by the Auditor and a certificate as to the correctness or otherwise shall be given. The Auditor shall have at all reasonable times access to all books, papers and documents of the Association.
- 17.3. Audited Financial statements shall be presented at the AGM for the Financial Year preceding the AGM.

18. FINANCE

- 18.1. The financial year for the purpose of audit shall end on the 31st (thirty first) December.
- 18.2. Members, except those whom the CEO confers waiver of subscription fees, shall be deemed un-financial if a membership fee has been set and such fees are not remitted within 3 (three) Months of their becoming due in terms of sub-clause 8.4.
- 18.3. Only those Members who are Financial Members at the time or whom the CEO confers waiver of subscription fees shall be entitled to speak or vote upon any motion at any General Meeting of the Association.
- 18.4. Any arrears incurred in sub-clause 18.2. shall be paid before membership is reinstated.
- 18.5. The Association shall be responsible for and have control of its own funds.
 - 18.5.1. The Board shall have the power to open special accounts for specific objects from time to time and such accounts may be operated on for only the stated specific objects.
- 18.6. The Board shall cause proper accounts to be kept with respect to:-
 - 18.6.1. All sums of money received and expended by the Association and the matter in respect of which the receipt and expenditure takes place.
 - 18.6.2. All sales and purchases of goods by the Association.
 - 18.6.3. The assets and liabilities of the Association.
- 18.7. The accounts shall be kept at the office of the Association or any other place from time to time determined by the Board and are open to inspection by members of the Board at any time.

- 18.8. The Board may permit a Member of the Association to inspect the accounts, providing reasonable notice is given and the Member can demonstrate that access to the accounts is in the interests of the Association.
- 18.9. The Board shall cause the accounts to be annually audited by a duly qualified auditor.
- 18.10. The Treasurer shall oversee all financial transactions of the Association, ensure that the proper records are kept of all such receipts and disbursements and shall submit a financial statement to the Board each month that the Board meets.
- 18.11. The CEO shall make available such records to the Treasurer for verification and submission of a financial statement to the Board when requested.
- 18.12. If requested to do so by the Board, the Treasurer will return within 14 (fourteen) days all books and records kept by him.
- 18.13. All transactions for payment must be authorised in accordance with a delegation framework approved by the Board and reviewed annually.

19. PUBLIC RELATIONS

The President, CEO or a person nominated by the CEO, shall be the only Members responsible for making statements on behalf of the Association to the media.

20. RESOLUTIONS

A resolution of the Board may be repealed by a subsequent resolution. Where a subsequent resolution contradicts a prior resolution then the most current resolution shall take precedence and the prior resolution is repealed.

21. BY-LAWS

- 21.1. The Board shall have the power to make by-laws (providing they are not inconsistent with this constitution), and to amend or rescind the same. A book containing all by-laws shall be kept.
- 21.2. At each General Meeting by-laws made since the preceding meeting shall be placed before the meeting for ratification. If rejected, acts done pursuant thereto before the date of the rejection shall be valid up to the date of rejection when they shall cease to have effect.

22. CHIEF EXECUTIVE OFFICER

The Board shall appoint the CEO.

- 22.1. Unless otherwise determined by the Board, the CEO's duties are :-

22.1.1. to attend all Board meetings;

22.1.2. to attend and ensure that full and correct minutes of all resolutions and proceedings of every General Meeting of the Association and of all meetings of the Board are kept in books provided for that purpose together with a record of the names of Members present at all meetings;

22.1.3. to oversee all functions of the office of the Association and to ensure proper recording of all transactions, both monetary and administrative are attended to;

22.1.4. to perform any other function the Board may prescribe.

22.1.5. The CEO shall cause an up to date register of the names and residential or postal addresses of the persons who hold the offices of the Association provided for by this Constitution to be maintained, including all offices held by the persons who constitute the Board and persons who are authorised to use the common seal of the Association and the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association.

The CEO must, upon the request of a Member of the Association, 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.

23. INDEMNITY

23.1. The Association shall indemnify every member of the Board, the CEO and every other officer or employee of the Association against all liability, loss, costs and expenses which he incurs or suffers by reason of any act or thing done by him as a member of the Board, CEO or officer or employee of the Association, as the case may be, or in any way in the discharge of his duties, including (but without limiting the generality of the foregoing) travelling expenses or expenses incurred in defending and proceedings whether civil or criminal in which the judgement is given in his favour or in which he is acquitted; other than where legislation specifically prohibits such indemnification-

23.2. The amount of the indemnity is charged on the property of the Association and has priority as between the Members over all other claims.

23.3. A member of the Board, the CEO or other officer or employee of the Association is not liable for:-

23.3.1. any act, omission, neglect or default of any other member of the Board, officer or employee;

23.3.2. any loss or expense to the Association through the insufficiency or deficiency of title to any property acquired pursuant to a decision of the Board for or on behalf of the Association;

23.3.3. any loss or expense incurred by the Association through insufficiency or deficiency of any security upon which any of the moneys of the Association have been invested;

23.3.4. any loss or damage arising from bankruptcy, insolvency or unlawful act of any person with whom any moneys, securities or property are deposited;

23.3.5. any other loss, damage or misfortune whatever which happens in the execution of his duties or in relation thereto unless it happens through his own dishonesty, wilful negligence, default, breach of duty or breach of trust.

24. SUPPLIES OF COPIES OF THIS CONSTITUTION

The CEO shall keep and maintain in an up to date condition the Constitution of the Association and, upon the request of a Member of the Association, must make available this Constitution for the inspection of the Member and the Member may make a copy of or take an extract from the Constitution but will have no right to remove the Constitution for that purpose.

25. ALTERATIONS AND ADDITIONS TO THE CONSTITUTION

Alterations and additions to this Constitution may be made in accordance with the Act.

26. DISSOLUTION

- 26.1. Upon application in writing made to the Association by ten percent (10%) of the membership signifying their desire that the Association be dissolved, a General Meeting shall be called to consider the question.
- 26.2. No motion of dissolution shall be put before a General Meeting unless notice thereof was given all Members at least 28 (twenty-eight) days prior to the meeting at which it is intended that such motion shall be considered.
- 26.3. A special resolution for dissolution requires a majority of not less than three-quarters of the Members present and entitled to vote.
- 26.4. If upon the winding up of the Association, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the Members, but shall be given or transferred to another association incorporated under the Act which has similar objects and which is approved by the Commissioner of Taxation as a public benevolent institution to which income tax deductible gifts can be made and which association shall be determined by resolution of the Members.

27. DISPUTE RESOLUTION

27.1. In this clause:

27.1.1. “grievance procedure” means the procedures set out in this clause;

27.1.2. “party to a dispute” includes a person -

27.1.2.1. who is a party to the dispute; and

27.1.2.2. who ceases to be a Member within 6 Months before the dispute has come to the attention of each party to the dispute.

27.2. The procedure set out in this clause (the grievance procedure) applies to disputes:

27.2.1. between Members; or

27.2.2. between one or more Members and the Association.

27.3. The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

27.4. If the parties to a dispute are unable to resolve the dispute between themselves within the time required by sub-clause 27.3, any party to the dispute may start the grievance procedure by giving written notice to the CEO of:

27.4.1. the parties to the dispute; and

27.4.2. the matters that are the subject of the dispute.

27.5. Within 28 days after the CEO is given the notice, a Board meeting must be convened to consider and determine the dispute.

27.6. The CEO must give each party to the dispute written notice of the Board meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.

27.7. The notice given to each party to the dispute must state:

27.7.1. when and where the Board meeting is to be held; and

27.7.2. that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute.

27.8. If:

27.8.1. the dispute is between one or more Members and the Association; and

27.8.2. any party to the dispute gives written notice to the CEO stating that the party:

27.8.2.1. does not agree to the dispute being determined by the Board; and

27.8.2.2. requests the appointment of a mediator under rule 23,

the Board must not determine the dispute.

27.9. At the Board meeting at which a dispute is to be considered and determined, the Board must:

27.9.1. give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and

27.9.2. give due consideration to any submissions so made; and

27.9.3. determine the dispute.

27.10. The Board must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within 7 days after the Board meeting at which the determination is made.

27.11. A party to the dispute may, within 14 days after receiving notice of the Board's determination under sub-clause 27.9.3 give written notice to the CEO requesting the appointment of a mediator under clause 28.

27.12. If notice is given under sub-clause 27.11, each party to the dispute is a party to the mediation.

28. MEDIATION

28.1. The mediator must be a person chosen by agreement between the parties to the dispute.

28.2. If there is no agreement for the purposes of clause 28.1, the Board must appoint the mediator.

28.3. The person appointed as mediator by the Board must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre, if the dispute is between one or more Members and the Association.

28.4. The person appointed as mediator by the Board may be a Member or former Member of the Association but must not:

28.4.1. have a personal interest in the matter that is the subject of the mediation;
or

28.4.2. be biased in favour of or against any party to the mediation.

28.5. The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.

28.6. Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least 5 days before the mediation takes place.

28.7. In conducting the mediation, the mediator must –

28.7.1. give each party to the mediation every opportunity to be heard; and

28.7.2. allow each party to the mediation to give due consideration to any written statement given by another party; and

28.7.3. ensure that natural justice is given to the parties to the mediation throughout the mediation process.

28.8. The mediator cannot determine the matter that is the subject of the mediation.

28.9. The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.

28.10. The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

