

## CONSTITUTION: LAVERTON COMMUNITY INTEGRATED SERVICES INCORPORATED

### 1 NAME

- 1.1 The name of the Incorporated Association is Laverton Community Integrated Services Incorporated referred to in the Rules as “The Association”.

### 2 INTERPRETATION

- 2.1 In the Rules, unless contrary intention appears:
- 2.1.1 Board means the Board of the Association.
  - 2.1.2 Financial Year means the year end 30th June.
  - 2.1.3 General Meeting means a general meeting of Members convened in accordance with Rule 19.1.
  - 2.1.4 Member means a Member of the Association.
  - 2.1.5 Ordinary Member of the Board means a Member of the Board who is not an Officer of the Association under Rule 25.
  - 2.1.6 The Act means the Associations Incorporation Reform Act 2012.
  - 2.1.7 The Regulations means Regulations under the Act.
- 2.2 In these Rules a reference to the Secretary of the Association is a reference:
- 2.2.1 Where a person holds Office under these Rules as a Secretary of the Association to that person.
- 2.3 Words or expressions contained in these Rules shall be interpreted in accordance with the Interpretation of the Legislation Act 1984.

### 3 PURPOSE STATEMENT

- 3.1 we empower people

### 4 STRATEGIC DIRECTION

- 4.1 Strategic plans are for three year terms; contain goals to be achieved and are determined by the Board. The Board may consult with the CEO, senior staff, general staff, stakeholders, volunteers, service users and experts as required to develop, inform and execute the strategic plan and associated goals.

### 5 VALUES

- 5.1 Diversity Recognising that people are different and individual in every way and are all entitled to be treated with dignity and respect at all times.
- 5.2 Community Our community is firstly the people living in Laverton and surrounds then secondly; government services and other providers are part of the wider community for service provision and policy development.
- 5.3 Support That the Organisation provides services relevant to each business area; children and families, education, counseling and emergency relief and that this support is provided in a caring and confidential manner at all times.

## **6 STATEMENT OF PURPOSE**

- 6.1** To provide a diverse range of programs and services that are targeted at those most disadvantaged and have a focus which reflects both the community social justice strategy and the community needs. All programs and services will have a community development focus.
- 6.2** To provide emotional support and resources or the alleviation of poverty, distress, misfortune, social isolation and helplessness.
- 6.3** To provide a comfortable, safe and welcoming gathering place where all members of the community can express their own needs and have those needs met within the scope of the mission statement.
- 6.4** To develop practical support, direction and skill development for the disadvantaged in the community.
- 6.5** To develop and run affordable and accessible courses and programs. These may include but are not limited to: personal development programs, Vocational education, Recreation, Social Support and Leisure; to provide a pathway between enrichment and pre accredited programs and accredited courses.
- 6.6** To provide complimentary programs that support community engagement and community development.
- 6.7** To identify gaps in service provision and delivery within the community and initiate alone or in partnership with other organisations ways to close the gap.
- 6.8** To support and assist community development initiatives that arise from the community.
- 6.9** To provide advice and information and to advocate where necessary and appropriate on behalf of the community and individuals.
- 6.10** To provide support to children and families through activities and programs into which parents and children have direct input and which are reflective of the needs of the community.
- 6.11** To provide high quality early childhood programs and complementary services.
- 6.12** To develop community awareness and involvement in environmental conservation matters at a local level.
- 6.13** To provide meeting room and venue facilities to community interest groups and self-help groups within physical limitations.
- 6.14** To liaise and share information with similar groups via membership of relevant bodies and committees.
- 6.15** To involve the community to take part in the planning, strategic development and management of Laverton Community Integrated Services Incorporated.
- 6.16** To ensure the financial viability and sustainability of Laverton Community Integrated Services Incorporated.
- 6.17** To promote and carry out any charitable purpose provided that such charitable purposes can be directed towards persons in necessitous

circumstances or to organisations approved by the Commissioner of Taxation as per Item 140 (c) of the first Schedule of the Sales Tax Exemption and Classifications Act or relevant rules as amended or Item 4.1.1 in Table 4 of Rule 78 of the Income Tax Assessment Act or relevant Rules as amended.

- 6.18** To provide programs and services that are culturally sensitive and reflective of the community.
- 6.19** To provide inclusive programs and services to people of all abilities.
- 6.20** In the furtherance of its purpose, the Association may engage ancillary business activities to supplement its income sources. Such activities may include, but are not limited to:
  - 6.20.1** The provision of childcare services for a fee
  - 6.20.2** The provision of educational programs for a fee
  - 6.20.3** Sale of merchandise
- 6.21** The Board may, by Ordinary Resolution, and its discretion, determine the business activities to be pursued from time to time.

## **7 APPLICATION FOR MEMBERSHIP**

- 7.1** There shall be four categories of Membership of the Association:
  - 7.1.1** Full Member - any person who completes the application form and pays the annual subscription.
  - 7.1.2** Life Member - any Member who has provided 10 or more years continuous service to the Organisation and has been nominated and endorsed by the Board to receive Life Membership Life Members are announced at the AGM each year and presented with a plaque.
  - 7.1.3** Associate member - Organisation that is granted Membership through the 500 Club.
  - 7.1.4** Patron - Individual that is granted Membership through the 500 Club and similar named fund raising ventures.
- 7.2** Subject to these Rules, Full Membership shall be open to all persons who endorse the purposes of the Centre and who pay the nominal Annual Subscription to the Centre.
- 7.3** A natural person who is nominated and approved for Membership as provided in these Rules is eligible to be a Member of the Association on payment of the Annual Subscription under these Rules.
- 7.4** A person who is not a Member of the Association at the time of the Incorporation of the Association or was such a Member at the time but has ceased to be a Member, shall not be admitted to Membership unless:
  - 7.4.1** Nominated as provided in Rule 7.1.
  - 7.4.2** The admission as a Member is approved by the Board.
- 7.5** A nomination of a person for Membership of the Association shall:
  - 7.5.1** Be made in writing on the Form set out in Appendix 1.
  - 7.5.2** Be lodged with the Secretary of the Association
  - 7.5.3** The requirement for a signature of a person may be electronic.

- 7.6** As soon as practicable after receipt of a nomination, the Secretary shall cause the nomination to be presented to the Board for consideration.
- 7.7** Upon notification of the nomination to the Board, the Board shall determine whether to approve or reject the nomination.
- 7.8** Upon approval of the Nomination by the Board, the Secretary shall cause, with as little delay as possible, notification to the nominee in writing that approval for membership has been granted and request payment within 28 days of the sum payable under these Rules as the first year's annual subscription.
- 7.9** The Secretary shall, upon payment of the amount of referred to in Rule 7.8, within the time period referred to in Rule 7.8, shall cause the Nominee's name to be entered in the Register of Members. Upon the name being so entered, the Nominee becomes a Member of the Association.
- 7.10** The right, privilege or obligation of a person by reason of his Membership of the Association is that it is:
- 7.10.1** Not transferable to another person.
- 7.10.2** Terminates upon cessation of their Membership whether by death, resignation or otherwise.

## **8 ANNUAL SUBSCRIPTION**

- 8.1** There shall be no entrance fees.
- 8.2** The Annual Subscription shall be determined each year by the Board and is due and payable by the first day of July each year.

## **9 REGISTER OF MEMBERS**

- 9.1** The Secretary shall cause to be kept and maintained a Register of Members in which shall be entered the full name, postal - email - residential addresses and date of entry of each Member.
- 9.2** A list of names and postal addresses shall be provided to Members upon written request to the Secretary for a legitimate reason under these Rules.

## **10 RESIGNATION AND EXPULSION OF MEMBERS**

- 10.1** A Member of the Association who has paid all monies due and payable by the Member of the Association may resign from the Association by first giving one month's notice in writing to the Secretary of their intention to resign and upon expiration of that period of notice the Member ceases to be a Member.
- 10.2** Upon the expiration of a notice given under Rule 10.1 the Secretary shall cause to be made in the Register of Members an entry recording the date on which the Member by whom notice was given ceases to be a Member.
- 10.3** Subject to the Rules, the Board by Resolution may:
- 10.3.1** Expel a Member from the Association.

- 10.3.2** Suspend a Member from Membership of the Association for a specified period.
  - 10.3.3** Fine a Member an amount not exceeding \$20.00.
- If the Board is of the opinion that the Member:
- 10.3.4** Has refused or neglected to comply with these Rules.
  - 10.3.5** Has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Association.
  - 10.3.6** Fails to attend 3 Board meetings during his or her term and has not provided reasons acceptable to the Board for said non-attendance.

## **11 DISPUTES AND MEDIATION**

- 11.1** The Grievance procedure set out in this Rule applies to Disputes under these Rules between:
  - 11.1.1** a Member and another Member
  - 11.1.2** a Member and the Association
- 11.2** 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 parties.
- 11.3** 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.
- 11.4** The Mediator must be a person chosen by agreement between the parties or in the absence of agreement between the parties.
  - 11.4.1** In the case of a dispute between a Member and another Member, a person appointed by the Board of the Association or,
  - 11.4.2** In the case of a dispute between a Member and the Association a person who is a Mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 11.5** A Member of the Association can be a Mediator.
- 11.6** The Mediator cannot be a Member who is a party to the dispute.
- 11.7** The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 11.8** The Mediator in conducting the mediation must:
  - 11.8.1** Give the parties to the mediation process every opportunity to be heard.
  - 11.8.2** Allow all due consideration by all parties of any written statement submitted by any party.
  - 11.8.3** Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 11.9** The Mediator must not determine the dispute.
- 11.10** If the mediation 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.

## 12 RESOLUTIONS

### 12.1 A Resolution of the Board under Rule 10.3:

- 12.1.1 Does not take effect unless the Board at a meeting held not earlier than 14 and not later than 28 days after the Service on the Member of a Notice under Rule 10.3 confirms the Resolution in accordance with this Rule (12)
- 12.1.2 Where the Member exercises the Right of Appeal to the Association under Rule 13.4.3, does not take effect unless the Association confirms the Resolution in accordance with this Rule (12).

## 13 NOTICE ON A MEMBER

### 13.1 If the Board passes a Resolution under Rule 10.3, the Secretary shall as soon as practicable, cause to be served on the Member a Notice in writing containing the following:

- 13.1.1 Setting out the Resolution of the Board and the grounds on which it is based.
- 13.1.2 Stating that the Member may address the Board at a meeting to be held not earlier than 14 and not more than 28 days after the Service of the Notice.
- 13.1.3 Stating date, place and time of the meeting.
- 13.1.4 Informing the Member that they may do one or more of the following:
  - (i) Attend the meeting
  - (ii) Give to the Board before the date of the meeting written statement seeking Revocation of the Resolution
  - (iii) Not later than 24 hours before the date of the meeting lodge with the Secretary notice to the effect that they intend to Appeal to the Association at a General Meeting against the Resolution.

## 14 EXPULSION MEETINGS

### 14.1 At a meeting of the Board held in accordance with Rule 13 the Board shall:

- 14.1.1 Give the Member an opportunity to be heard.
- 14.1.2 Give due consideration to any written statement submitted by the Member.
- 14.1.2 By Resolution determine whether to confirm or revoke the Resolution.

### 14.2 If the Secretary received a Notice under Rule 10.3 they shall notify the Board and the Board shall convene a General Meeting of the Association to be held within 21 days after the date on which the Secretary received the Notice.

### 14.3 At a General Meeting of the Association convened under Rule 14.2,

- 14.3.1 No business other than the question of the Appeal shall be transacted.
- 14.3.2 The Board may place before the meeting details of the grounds for the Resolution and the reasons for the passing of the Resolution.
- 14.3.3 The Member shall be given the opportunity to be heard.
- 14.3.4 The Members present shall vote by secret ballot on the question of whether the Resolution should be Confirmed or Revoked.

### 14.4 If at the General Meeting two thirds of the Members vote in person or by proxy in favour of the Confirmation of the Resolution, the Resolution is confirmed. In any other case the Resolution is revoked.

- 14.5** A person shall cease to be a Member if their Annual Subscription remains unpaid as at the 1st October of each year.

## **15 ANNUAL GENERAL MEETINGS**

- 15.1** The Association shall in each calendar year convene an Annual General Meeting of its Members.

**15.1.1** A general meeting may be held and members may take part by the use of technology that allows members to clearly and simultaneously communicate with each other participating member.

**15.1.2** For the purposes of this Part, a member participating in a general meeting as permitted under subrule (1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

- 15.2** The Annual General Meeting shall be held on such a day as the Board determines but not later than the 30th November in each year save that it shall not be necessary to hold an Annual General Meeting in the year of Incorporation.

- 15.3** The Annual General Meeting shall be specified as such in the Notice convening it.

- 15.4** The Ordinary Business of the Annual General Meeting shall be to:

**15.4.1** Confirm the Minutes of the preceding Annual General Meeting and of any General Meeting Minutes held since that meeting.

**15.4.2** To receive from the Board reports on the transactions of the Association in the preceding Financial year.

**15.4.3** To elect Officers of the Board (Association) and the Ordinary Members of the Board (Association).

**15.4.4** To receive and consider the Statements submitted by the Association in accordance with Section 30(3) of the Act.

**15.4.5** To Appoint an Auditor for the coming year.

- 15.5** The Annual General Meeting may transact Special Business of which Notice is given in accordance with these Rules.

- 15.6** The Annual General Meeting shall be in addition to any other General Meeting held in the same year.

## **16 SPECIAL GENERAL MEETINGS**

- 16.1** All General Meetings other than the Annual General Meeting shall be called Special General Meetings.

- 16.2** The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and where but for this Rule, more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

- 16.3** The Board shall on the written request of Members representing not less than 5 percent of the total number of Members, convene a Special General Meeting of the Association.

- 16.4** The written request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Members making the request and be sent to the address of the Secretary. It may consist of documents in a like form, each signed by one or more of the Members making the request.
- 16.5** If the Board does not cause a Special General Meeting to be held within the month after the date on which the request is sent to the address of the Secretary, the Members making the request may convene a Special General Meeting to be held not later than three months after that date.
- 16.6** A Special General Meeting convened by Members in Pursuance of the Rules shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Board. All responsible expenses incurred convening the meeting shall be refunded by the Association to the person(s) incurring the expenses.

## **17 NOTICE OF MEETING**

- 17.1** The Secretary of the Association shall, not less than 28 days before the date fixed for the Annual General Meeting of the Association, put a Notice of the time, date and place of the Annual General Meeting to be published in a newspaper local to the area. The same provisions shall apply to Notice of a Special General Meeting except that only 14 days notice shall be necessary.
- 17.2** The Chair may, at their discretion, allow matters to be brought forward at a General Meeting for discussion other than business otherwise brought before a General Meeting in accordance with these Rules.
- 17.3** Any Member who desires a matter to be included in the Agenda of the Annual General Meeting shall give written Notice signed by themselves of such matter to the Secretary at least 14 days prior to the date of the meeting.

## **18 PROCEEDINGS AT MEETINGS**

- 18.1** All business that is transacted at a Special General Meeting and all business that is transacted at the Annual General Meeting with the exception of that specially referred to in these Rules as being the Ordinary Business of the Annual General Meeting shall be deemed to be Special Business.
- 18.2** 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.
- 18.3** Five (5) Full Members personally present (being Members entitled under these Rules to vote at a General Meeting) constitute a quorum for the transaction of the business of an Annual General Meeting.
- 18.4** If within half an hour after the appointed time for the commencement of the Annual General Meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and (unless another place is specified by the Chair at the time of the adjournment or by written Notice to Members given before the day to which the meeting is adjourned) at the same place and if at the adjourned meeting the quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present

(not being less than three (3) ) shall be a quorum.

- 18.5** The Chair, Vice Chair or appointed delegate shall preside as Chair at each General Meeting of the Association.
- 18.6** If the Chair and the Vice Chair are absent from a General Meeting, the Members present shall elect one of their number to preside as Chair at the meeting.
- 18.7** The Chair of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting which the adjournment took place.
- 18.8** Where a meeting is adjourned for fourteen (14) days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- 18.9** Except as provided in Rules 18.1 and 18.2, it is not necessary to give notice of an adjournment or of business to be transacted at an adjourned meeting.
- 18.10** The Chair shall have the right to vote on all matters but in the event of any equality of votes shall have a second casting vote.
- 18.11** On any action before a meeting, the Chair shall declare the result on a show of hands or on a secret ballot and their decision shall be final and binding.
- 18.12** Upon any questions arising at a General Meeting of the Association a Member has only one (1) vote.
- 18.13** All votes shall be given personally or by proxy.
- 18.14** Proxy votes shall only be counted if a ballot is determined.
- 18.15** In the case of a secret ballot, the Chair shall direct two (2) people to count the votes.
- 18.16** If at a meeting a vote on any question is demanded by not less than three (3) Members, it shall be taken at that meeting in such manner as the Chair may direct and the Resolution of the vote shall be deemed to be a Resolution of the meeting on that question.
- 18.17** A vote that is determined on the election of a Chair or on a question of an adjournment shall be taken forthwith and a vote that is demanded on any question shall be taken at such time before the close of the meeting as the Chair may direct.
- 18.18** A Member is not entitled to vote at any General Meeting unless all monies due and payable by the Member to the Association have been paid.
- 18.19** Each Member is entitled to appoint another Member as a proxy by Notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- 18.20** The notice appointing the proxy shall be in the Form set out in Appendix 2.

## **19 THE BOARD**

- 19.1** The affairs of the Association shall be managed by the Board constituted as

provided in Rule 20.

**19.2** The Board shall control and manage the business affairs of the Association and may, subject to these Rules, the Regulations and the Act 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.

**19.3** Subject to these Rules, the Regulations and the Act, the Board has the power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Association.

## **20 OFFICERS OF THE ASSOCIATION**

**20.1** The Officers of the Association shall be:

**20.1.1** Chair

**20.1.2** Vice Chair

**20.1.3** Secretary

**20.1.4** Treasurer

**20.2** The provisions of Rule 21, so far as they are applicable and with the necessary modifications, apply to and in relation to, the election of persons to any of the Offices mentioned in Rule 20.1.

**20.3** Each Officer of the Association shall hold Office until the Annual General Meeting next after the date of his or her Election but is eligible for re-election.

**20.4** In the event of a casual vacancy in any Office referred to in Rule 20.1, the Board may appoint one of its Members to the vacant Office and the member so appointed may continue in Office up to and including the conclusion of the Annual General Meeting next following the date of the Appointment. If the position of Secretary becomes vacant, it must be filled within 14 days and Consumer Affairs Victoria notified of the changes in writing.

**20.5** Subject to the Act, the Board shall consist of the Officers of the Association and five (5) Ordinary Members, each of whom shall be elected at the Annual General Election of the Association in each year.

**20.6** Each Ordinary Member of the Board shall, subject to these Rules, hold Office until the Annual General Meeting next after the date of their Election but they are eligible for re-election.

**20.7** In the event of a casual vacancy occurring in the Office of an Ordinary Member of the Board, the Board may appoint a Member of the Association to fill the vacancy and the Member so appointed shall hold Office subject to these Rules until the conclusion of the Annual General Meeting next following the date of his/her appointment.

**20.8** No more than two (2) Board Members may be Representatives of any one Organisational Group using the facilities of the centre.

**20.9** No elected politician either Local, State or Federal shall be eligible to hold Office in the Association.

**20.10** A Member must have attained the age of 18 years to be eligible for Election onto the

Board.

## **21 ELECTION OF OFFICE BEARERS AND VACANCIES**

- 21.1** Nominations of Candidates for Election as Officers of the Association or as Ordinary Members of the Board shall:
- 21.1.1** Be made in writing, signed by two (2) Members of the Association and accompanied by the written consent of the candidate which may be endorsed on the Form of Nomination.
  - 21.1.2** Be delivered to the Secretary of the Association not less than seven (7) days before the date fixed for the holding of the Annual General Meeting.
- 21.2** If sufficient Nominations are received to fill all Vacancies on the Board, the Candidates nominated shall be deemed to be elected and further Nominations shall not be received at the Annual General Meeting.
- 21.3** 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.
- 21.4** If the number of Nominations exceeds the number of Vacancies to be filled, a Ballot shall be held.
- 21.5** The Ballot for the Election of Officers and Ordinary Members of the Board shall be conducted at the Annual General Meeting in such usual and proper manner as the Board may direct.
- 21.6** A Nomination of a Candidate for Election as an Office Bearer under this Rule is not valid if that Candidate has been nominated for another Office Election as the same election.
- 21.7** For the purpose of the Rules, the office of an Officer of the Association or of an Ordinary Member of the Board becomes Vacant if the Officer or Member ceases to be a Member of the Association; becomes an insolvent under Administration within the meaning of the Companies (Victoria) Code or; Resigns from Office by Notice in writing given to the Secretary or; Is removed from the Board in accordance with Rule 10.3.

## **22 BOARD MEETINGS**

- 22.1** The Board shall meet at least once in every second calendar month during the months of February to December inclusive in each year on the days to be decided by the Board.
- 22.1.1** A Board meeting may be held by the use of technology that allows Board members to clearly and simultaneously communicate with each other participating member.
  - 22.1.2** A Board member participating in a committee meeting as permitted under subrule (1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.
- 22.2** Special Meetings of the Board may be convened at the request of anyone of the Chair, Secretary or Treasurer or any two (2) Members of the Board.

- 22.3** Notice of such Special Meetings shall be given to each Member of the Board at least seven (7) days prior to the date of such a meeting provided however that a meeting may be convened by shorter notice written or otherwise if at least seven (7) Members entitled to attend and vote agree to do so.
- 22.4** Fifty percent of current Members of the Board, plus one, constitute a quorum for the transaction of the business of a meeting of the Board.
- 22.5** No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same place at the same hour of the same day in the following week unless the meeting was a Special Meeting in which case it lapses.
- 22.6** At the meeting of the Board, the Chair or in their absence the Vice Chair shall preside or if the Chair and Vice Chair are absent, one of the remaining Members of the Board as may be chosen by the Members present shall preside.
- 22.7** Questions arising at the meeting of the Board or of any sub - committee appointed by the Board shall be determined on a show of hands, if demanded by a Member, by a poll taken in such a manner as the person presiding at the meeting may determine.
- 22.8** Each Member present at a meeting of the Board or any sub-committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote and in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- 22.9** Subject to Rule 22.4 the Board may act notwithstanding any vacancy on the Board.
- 22.10** Board members that have a material personal interest in a matter being considered must disclose their position, as well as the nature and extent of their interest, to the Board. The Board must also maintain a "conflict of interest" register that records any material personal interest declared by a member, as well as management plan documenting actions required to mitigate the conflict.

## **23 SECRETARY**

- 23.1** The Secretary of the Association shall cause Minutes of the Resolutions and proceedings of each General Meeting and each Board Meeting together with a record of the names of persons present at Board Meetings are kept.

## **24 TREASURER**

- 24.1** The Treasurer of the Association or their delegate shall:
- 24.1.1** Collect and receive all monies due to the Association and make all payments authorised by the Association
  - 24.1.2** Keep 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.
  - 24.1.3** Provide a Financial report to the Board at each General Meeting and when otherwise requested.
  - 24.1.4** Be a Member of the Service Provision Sub Committee.
  - 24.1.5** The Treasurer may delegate Rules 24.1.1 and 24.1.2 to a qualified, paid employee of the organisation.

## **25 REMOVAL OF A BOARD MEMBER**

- 25.1** The Association in General Meetings may by resolution remove any Member of the Board before the expiration of the Members term of Office and appoint another Member in his or her stead to hold Office until the expiration of the term of the first mentioned member as per Rule 10.3.
- 25.2** Where the Member to whom a proposed resolution referred to in Rule 25.1 makes representations in writing to the Secretary or Chair of the Association (not exceeding 14 days) and requests that they be notified to the Members of the Association, the Secretary or the Chair may send a copy of the representations to each Member of the Association or, if they are so not sent the Member may require that they be read out at the meeting.

## **26 CHEQUES**

- 26.1** All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two (2) Members of the Board being elected signatories or the CEO and one (1) Board Member being an elected signatory.

## **27 COMMON SEAL OF THE ASSOCIATION**

- 27.1** The Common Seal of the Association shall be under the control of the Secretary or their delegate and held in safe keeping at the offices of the Associations business premises.
- 27.2** The Common Seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the Common Seal shall be attested by the signatures of two (2) Members of the Board.
- 27.3** In exceptional circumstance where time is of the essence, the Chair may authorise use of the Seal and attestation shall be by signatories of two (2) Board Executive Officers. The Board will be notified of the signing and use of the Common Seal at the next General Meeting of the Board.

## **28 ALTERATION OF RULES & STATEMENT OF PURPOSE**

- 28.1** These Rules of the Association shall not be altered except in accordance with the Act and Legislative guidelines as occur from time to time.

## **29 NOTICES**

- 29.1** A Notice may be served by or on behalf of the Association upon any Member either personally or by sending it by mail or by electronic means to the Member at the address shown in the Register of Members.
- 29.2** Where a document is properly addressed, prepaid and posted to the person as a letter, the letter shall, unless the contrary is proved, be deemed to have been given to the person at the time at which the letter would have been delivered in the ordinary course of the post or in the case of electronic mail, the date on which it was sent.

## 30 WINDING UP OR CANCELLATION OF BUSINESS

- 30.1** The income and the property of the Association shall be used and applied solely in promotion of its purpose and the exercise of its powers as set out herein and no proportion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend or bonus or otherwise by way of profit to or amongst the Members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such Members in respect of monies advanced to the Association or otherwise owing by the Association to them or of remuneration to an Officer(s) or Servant (s) of the Association or to any Member of the Association or other person in return for any services actually rendered to the Association (provided that no Member of its governing body shall be appointed to any salaried office of profit in the Association) provided further that nothing herein contained shall be constructed so as to prevent the payment or repayment to any Member out-of-pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises or let to the Association or provision of services to a Member to which he would be entitled in accordance with the purposes if he were not a Member.
- 30.2** In the event of the Organisation being wound up, any surplus assets remaining after the payment of the Organisation's liabilities shall be transferred to another Organisation in Australia which is accepted by the Commissioner of Taxation as a Public Benevolent or Charitable Institution for the purpose of any Commonwealth Taxation Act.

## 31 CUSTODY OF RECORDS

- 31.1** Except as otherwise provided in these Rules, the Secretary shall keep in his or her custody or under his or her control all books, documents and securities of the Association. In keeping with current Privacy Legislation, these documents shall be held securely by the CEO on the business premises and the Secretary shall have full access to the secure storage area.
- 31.2** All accounts, books, documents and securities of the Association shall be available for inspection by any Member of the Association upon written request to the Board. The Board shall confirm or deny access with reasons provided within 28 days of receipt of the written request and access to the requested documents will occur on the business premises in the presence of the CEO; original documents must remain on the premises and copies will not be provided; costs may be charged to the person who requests access to documents, data, records or information dependent on the size of the request and the time and resources required to meet the request.
- 31.3** Access to the documents in Rule 31 are subject to Privacy Legislation; generally Members shall have access to and be able to obtain copies of records, securities, minutes of meetings of the Association including Financial statements submitted at a General Meeting and other relevant documents as per the protocols outlined in Rule 31.2.
- 31.4** Documents deemed by the Board to be "Commercial in Confidence" cannot be accessed. A health record or otherwise confidential in nature requiring written consent by the owner of the document for release or examination cannot be accessed without the written consent of the individual to which the document refers.

## 32 FUNDS

- 32.1** The Funds of the Association shall be derived from the Annual Subscriptions Donations and such sources as the Board determines.
- 32.2** The assets and income of the Association shall be applied solely in the furtherance of its objects and no portion shall be distributed directly or indirectly to its Members except as bona fide compensation for services rendered or expenses incurred on behalf of the Organisation.
- 32.3** Fees for service may be waived at the discretion of the Board or the CEO. The Board will not discriminate against people on any grounds and particularly in reference to those with no ability to pay for programs and services.

### **33 ESTABLISHMENT AND OPERATION OF A GIFT FUND**

- 33.1** The Association must maintain for its principle purposes as set out in Rule 6 a Fund - the Gift Fund.
  - 33.1.1** To which gifts of money or property for those purposes are to be made.
  - 33.1.2** To which any money received by the Association because of such gifts is to be credited.
  - 33.1.3** That does not receive any other money or property.
- 33.2** The Association must use the following only for its Principle Purposes as set out in Rule 6:
  - 33.2.1** Gifts made to the Gift Fund.
  - 33.2.2** Any money received because of such gifts.
- 33.3** At the first occurrence of:
  - 33.3.1** The winding up of the Gift Fund.
  - 33.3.2** The Association ceasing to be endorsed as a Deductible Gift Recipient under Subdivision 30-BA of the Income Tax Assessment Act 1997 and amendments any surplus assets of the Gift Fund must be transferred to a Fund, Authority or Institution as per Rule 30.
  - 33.3.3** Which is Charitable at Law.
  - 33.3.4** Gifts to which are Deductible under Items 1 and 2 of the Table in Section 30-15 of the Income Tax Assessment Act 1997 and amendments.
- 33.4** The identity of the Fund, Authority or Institution must be decided by the Board.
- 33.5** Where in the respect of a Fund, Authority or Institution section 30-15 of the Income Tax Assessment Act 1997 and amendments provides that Gifts to it are Deductible only of, 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.
- 33.6** The Trustees must maintain a separate bank account for the Gift Fund.
- 33.7** To avoid any doubt, it is declared that the Gift Fund forms part of the Trust Fund.
- 33.8** As soon as practical after the Association ceases to be endorsed as a Deductible Gift Recipient, the Association must give the Commissioner of Taxation written notice of the cessation save and except for the circumstances where the Association ceases to be endorsed as Deductible Gift Receipt because it ceases to have an Australian Business Number (ABN).

**CONSTITUTION: LAVERTON COMMUNITY INTEGRATED SERVICES INCORPORATED: END**