

# Constitution of Rachie's Retirement Home Inc.

## 1. INTERPRETATION AND DEFINITIONS

### 1.1. Interpretation

In the interpretation of this Constitution, unless the context requires otherwise:

- 1.1.1. An expression defined in, or given a meaning for the purposes of, the Act (except where defined, or given a meaning, in this Constitution) has the same definition or meaning in this Constitution where it relates to the same matters for which it is defined, or given a meaning, in the Act;
- 1.1.2. The singular includes the plural and vice versa;
- 1.1.3. A reference to any agreement or other document includes any variation, novation, replacement or supplement to any of them from time to time;
- 1.1.4. A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- 1.1.5. A reference to a clause or schedule is a reference to a clause of or schedule to this Constitution and a reference to this Constitution includes any schedule;
- 1.1.6. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 1.1.7. Headings are inserted for convenience and do not affect the interpretation of this Constitution;
- 1.1.8. Where an expression is defined anywhere in this Constitution it has the same meaning throughout.

### 1.2. Definitions

- 1.2.1. **Acceptable standard of care** is defined as fulfilling all requirements outlined in;
  - 1.2.1.1. For domestic rats: NSW Department of Primary Industries document: ARRP Guideline 20: Guidelines for the Housing of Rats in Scientific Institutions and/or as otherwise outlined in the bylaws
  - 1.2.1.2. For domestic mice: NSW Department of Primary Industries document: ARRP Guideline 22: Guidelines for the Housing of Mice in Scientific Institutions and/or as otherwise outlined in the bylaws
  - 1.2.1.3. For other species, a similar research based protocol specific to that species and/or as otherwise outlined in the bylaws
- 1.2.2. **Act** means the *Associations Incorporation Act 1981*

- 1.2.3. **AGM** means annual general meeting.
- 1.2.4. **Animal** refers primarily to rats and mice but may be extended based on context to include any domestic, captive or wild animal which the relevant members of the association and/or the association as an entity are willing, trained, equipped and legally able to work with.
- 1.2.5. **Applicable Not-for-Profit Laws** means any law relating to the regulation of charities or not for profit entities applicable to the Association, including:
  - 1.2.5.1. the Tax Act;
  - 1.2.5.2. the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*, or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or a national education body or otherwise for the not for profit sector, as modified or amended from time to time and includes any regulations made under that Act or any other such legislation and any rulings or requirements of the Commissioner of the Australian Charities and Not for profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company; and
  - 1.2.5.3. Legislation of any State or Territory of Australia, or the Commonwealth of Australia, regulating the raising of funds for charitable purposes and applicable to the Association.
- 1.2.6. **Application** means an application for Membership of the Association pursuant to Clause 6.1
- 1.2.7. **Association** refers to Rachie's Retirement Home Inc.
- 1.2.8. **Bylaws** means the bylaws of the Association made pursuant to Clause 37
- 1.2.9. **Committee** and committee member(s) means the association's committee of management and the members of the committee of management respectively
- 1.2.10. **Constitution** means this constitution of the Association as amended from time to time.
- 1.2.11. **Corporate Member** has the meaning given to it in Clause 5.5
- 1.2.12. **Family Member** has the meaning given to it in Clause 5.6
- 1.2.13. **Financial Year** is the period commencing on 1 July in each year and ending on 30 June of the following year.
- 1.2.14. **General meeting** means the meetings of members of the association as described in Clause 30, consisting of AGMs and special general meetings
- 1.2.15. **Life Member** has the meaning given to it in Clause 5.3
- 1.2.16. **Invasive** refers to rodent or small mammal species not endemic to Australia but having established as a pest population outside of domestic settings.
- 1.2.17. **Junior Member** has the meaning given to it in Clause 5.4
- 1.2.18. **Member** means a member of the Association, however described.

- 1.2.19. **Membership** has a corresponding meaning.
- 1.2.20. **Mouse** refers typically to domesticated *Mus musculus* but may include any mammal or marsupial which are commonly referred to as mice
- 1.2.21. **Native** refers to any rodent or small mammal species considered ecologically native to Australia
- 1.2.22. **Objects** means the objects of the Association as described in clause 3
- 1.2.23. **Ordinary Member** has the meaning given to it in Clause 5.2
- 1.2.24. **Rat** refers typically to domesticated *Rattus norvegicus* but may include any mammal or marsupial which are commonly referred to as rat
- 1.2.25. **Register** means the Association's register of Members
- 1.2.26. **Rescue** refers to the process of, or animals having gone through the process of, coming into the ownership of the Association, where the animal is suffering or likely to suffer as a result of having no owner at the time of rescue who is providing an acceptable standard of care.
- 1.2.27. **Rescue, The:** Dependant on context, rescue may also refer to the main physical site where the animals of the association reside when not in foster care
- 1.2.28. **Special Resolution** means a resolution that can only be passed by at least 75% of those entitled to vote on the resolution casting a vote in favour of the resolution in accordance with either the Act or this Constitution
- 1.2.29. **Surrender** refers to the process of, or animals having gone through the process of, an owner willingly and irrevocably handing ownership of an animal to the association
- 1.2.30. **Tax Act** means the *Income Tax Assessment Act 1936 (Cth)* and the *Income Tax Assessment Act 1997 (Cth)* as applicable, as modified or amended from time to time and includes any regulations made under the Tax Act and any applicable rulings guidelines or other requirements of the Commissioner of Taxation having application to the Society
- 1.2.31. **Unincorporated association** refers to the community group known as Rachie's Retirement Home

## 2. NAME

- 2.1. The name of the incorporated association is Rachie's Retirement Home Inc.

## 3. OBJECTS

- 3.1. The association is a not for profit charity with the purpose of preventing or relieving the suffering of animals by:
  - 3.1.1. As a principal activity;  
providing short-term direct care to animals that have been lost, mistreated or are without owners, and rehabilitating orphaned, sick or injured animals

that have been lost, mistreated or are without owners, with the intent to find permanent homes for all suitable animals.

- 3.1.2. Providing a standard of care and welfare for all animals under ownership of the rescue such that all physical, mental, behavioural and medical needs are met including social needs and end of life care;
  - 3.1.3. Providing education not only relevant to the standard of care that the association recommends and practices, but to improve the welfare of animals who do not have access to such care for any reason, including but not limited to; distance from resources, socioeconomic status, vet inaccessibility and impracticality.
  - 3.1.4. Providing education and counsel to individuals, organisations, businesses and governing bodies for the purposes of increasing the quality of life of rodents;
  - 3.1.5. Producing and/or distributing accessible, evidence based educational resources, with the goal of improving public knowledge of and quality of care for rodents;
  - 3.1.6. Conducting, managing, operating or encouraging and supporting homes, shelters and other necessary infrastructure for the care, treatment, maintenance, transport and protection of animals;
  - 3.1.7. Conducting such fundraising activities, enterprises and appeals to assist in funding the association's activities in furtherance of these objects;
  - 3.1.8. Supporting and working with other charitable institutions with like objects in activities which are in accordance with the mission and policies of the association.
- 3.2. The association is also a not for profit charity with the secondary purpose of enhancing the natural environment of Australia by:
- 3.2.1. Producing and/or distributing accessible, evidence based educational resources with the goal of improving public knowledge of the differences between invasive and native rodents and other small mammals;
  - 3.2.2. Advocating for and educating about the importance of minimising animal suffering and native animal casualty during necessary rodent pest control endeavours;
  - 3.2.3. Educating about non domesticated invasive rodents and advocating for the importance of preventing wild release of any invasive species.

#### **4. POWERS**

- 4.1. The association may only exercise its powers to carry out the objects of the association, and all things incidental or convenient in relation to such endeavours
- 4.2. The association has the powers of an individual
- 4.3. The association may, for example;
  - 4.3.1. enter into contracts; and

- 4.3.2. acquire, hold, deal with and dispose of property; and
- 4.3.3. make charges for services and facilities it supplies; and
- 4.3.4. do other things necessary or convenient to be done in carrying out its affairs.
- 4.4. The association may take over the funds and other assets and liabilities of the present unincorporated association known as Rachie's Retirement Home.
- 4.5. The association may also issue secured and unsecured notes, debentures and debenture stock for the association

## **5. MEMBERSHIP**

### **5.1. Members**

- 5.1.1. The number of Members is unlimited.
- 5.1.2. Those people who were Members of the unincorporated association immediately prior to the adoption of this Constitution and who provided their written consent to be Members subject to this Constitution effective from the date of adoption of this Constitution, and have paid the relevant membership fee (if any), become Ordinary Members of the incorporated association at the date of adoption of this Constitution.
- 5.1.3. The rights and privileges of every Member:
  - 5.1.3.1. are personal to each Member and are not transferable by the Member's own act or by operation of law; and
  - 5.1.3.2. ceases on cessation of the Member's membership.
- 5.1.4. It is the responsibility and expectation of all members to;
  - 5.1.4.1. further the Objects of the association
  - 5.1.4.2. promote the interests of the association
  - 5.1.4.3. avoid any direct or indirect conflict with the interests of the association
  - 5.1.4.4. comply with this Constitution and any other bylaws, Clauses and policies of the association as amended from time to time
- 5.1.5. The management committee may regulate the conduct of Members through the introduction and amendment of codes of conduct to uphold the expected standard of conduct.
- 5.1.6. The Management Committee may, from time to time, create any additional categories of membership it deems appropriate.

### **5.2. Ordinary Members**

- 5.2.1. A person is eligible to become an Ordinary Member if the person:
  - 5.2.1.1. is over 18 years of age;
  - 5.2.1.2. has demonstrated an interest in contributing to, participating in and/or supporting the association and its Objects;
  - 5.2.1.3. pays the relevant Membership Fee (if any)
- 5.2.2. Ordinary Members are entitled to:
  - 5.2.2.1. receive notices of General Meetings

5.2.2.2. speak and vote at General Meetings

### **5.3. Life Members**

5.3.1. A person is eligible to become a Life Member if the person:

5.3.1.1. is over 18 years of age;

5.3.1.2. Is determined by Special Resolution to have contributed in an extraordinary capacity to the objects and/or the association and that their continued input would be of benefit to the association

5.3.1.3. pays the relevant Membership Fee (if any)

5.3.2. Life Members are entitled to:

5.3.2.1. receive notices of General Meetings

5.3.2.2. speak and vote at General Meetings

### **5.4. Junior Members**

5.4.1. A person is eligible to become a Junior Member if the person:

5.4.1.1. is between 12 and 18 years of age;

5.4.1.2. has demonstrated an interest in contributing to, participating in and/or supporting the association and its Objects;

5.4.1.3. pays the relevant Membership Fee (if any)

5.4.2. Junior Members are entitled to:

5.4.2.1. receive notices of General Meetings

5.4.2.2. attend and observe General Meetings

5.4.3. Attendance to any association activities must be under the supervision of a parent or guardian if under 16 years of age

### **5.5. Corporate Members**

5.5.1. An organisation is eligible to become a Corporate Member if the organisation:

5.5.1.1. has demonstrated an interest in contributing to, participating in and/or supporting the association and its Objects;

5.5.1.2. has been determined, by Management Committee to be eligible on the grounds that the organisation has made a major contribution (either financial or otherwise) to the Association in the last financial year

5.5.1.3. pays the relevant Administrative Fee (if any)

5.5.2. Only one membership can be active for an organisation in the same financial year.

5.5.3. Corporate Members are entitled to:

5.5.3.1. receive notices of General Meetings

5.5.3.2. speak and vote at General Meetings

### **5.6. Family Members**

5.6.1. A group of people are eligible to become Family Members under a single membership if the group:

- 5.6.1.1. has in its number at least one member over 18 years of age;
- 5.6.1.2. Identify as a family unit subject to the bylaws
- 5.6.1.3. Has, in the case of every member, demonstrated an interest in contributing to, participating in and/or supporting the association and its Objects;
- 5.6.1.4. pays the relevant Membership Fee (if any)
- 5.6.2. Family Members are entitled to:
  - 5.6.2.1. receive notices of General Meetings
  - 5.6.2.2. elect a representative of the family over 18 years of age to speak and have one vote per membership at General Meetings

## **6. MEMBERSHIP APPLICATIONS**

- 6.1. Applications for membership of the association must be in a form approved by the Management Committee, be signed by the applicant and:
  - 6.1.1. include payment of the relevant Membership Fee;
  - 6.1.2. include a written commitment that at all times while a member of the Association the applicant will abide by:
    - 6.1.2.1. this Constitution; and
    - 6.1.2.2. the association's rules, bylaws and policies; and
    - 6.1.2.3. be signed by two current Members who support the applicant becoming a Member
- 6.2. As soon as practicable following receipt of an application for membership, the Secretary will ensure the applicant is informed of the existence and quantity of any public liability insurance possessed by the association.
- 6.3. The Management Committee will consider each application for membership at the next management meeting after the application is received. In considering an application for membership, the Management Committee may:
  - 6.3.1. accept or reject the application; or
  - 6.3.2. ask the applicant to give additional evidence of eligibility for membership.
- 6.4. If the Management Committee asks for additional evidence, its determination of the application for membership is deferred until the evidence is given.
- 6.5. The Management Committee does not have to give any reason for rejecting an application for membership.
- 6.6. As soon as practicable following the acceptance or rejection of an application for membership, the Secretary will send the applicant written notice of the acceptance or rejection (as applicable) of membership.
- 6.7. The right to reapply once an application has been rejected is at the discretion of the Management Committee as outlined in the bylaws.
- 6.8. The association is not obligated to disclose the reasons for rejection of a membership application.

- 6.9. Rejection of application for membership will result in a partial refund of fees paid, with an amount retained as an administrative fee, to be determined by the Management Committee from time to time.
- 6.10. New Members are not eligible to vote at General Meetings until two months after the Member is admitted as a Member.

Rejection of application:

- 6.11. The Management Committee may reject an application for membership for any reason, including but not limited to applications where in the applicant;
  - 6.11.1. Does not comply with this Constitution;
  - 6.11.2. Has been convicted of an animal cruelty related offence;
  - 6.11.3. Has been convicted of an indictable offence;
  - 6.11.4. in the opinion of the Management Committee, is not eligible to be a Member;
  - 6.11.5. has committed any act or omission that will, in the opinion of the Management Committee be injurious to the reputation or interests or activities of the association;
  - 6.11.6. Conducts themself in a way considered to be potentially injurious or prejudicial to the character, members or interests of the association;
  - 6.11.7. Practices, espouses or advocates treatment of animals that is not compatible with the standard of care advocated for by the association;
  - 6.11.8. violates any of the Association's rules, policies or procedures;
  - 6.11.9. makes false representations to the Association;
  - 6.11.10. steals from the Association;
  - 6.11.11. makes any unauthorised comment to the media or in a public forum in relation to the Association;
  - 6.11.12. destroys property or removes property belonging to the Association; or
  - 6.11.13. an administrator has been appointed to administer the applicant's financial, legal and business affairs.
- 6.12. An applicant may appeal their rejection by giving notice to the Secretary within seven days of receiving the notice of rejection.
- 6.13. The applicant must, in conjunction with the notice given on rejection, give a statement of the grounds which the applicant intends to rely upon for the purposes of the appeal.
- 6.14. At the next General Meeting of the association held after the applicant gives notice;
  - 6.14.1. the applicant appealing their rejection will be given an opportunity to present their case at a General Meeting, and a representative of the Management Committee may present the Management Committee's case in response; and
  - 6.14.2. the Members at the General Meeting may vote by majority to uphold or overturn the rejection and the decision of the Members at that General Meeting is final.

- 6.14.3. An applicant appealing rejection at a General Meeting may only attend the meeting for the duration of the relevant appeal proceedings.

## **7. MEMBERSHIP FEES**

- 7.1. The Membership Fee for each class of membership will be determined by the Management Committee from time to time.
- 7.2. The method of payment for each class of membership will be determined by the Management Committee from time to time.
- 7.3. The Membership Fee period will commence on the date of the AGM each year, and the Membership Fee will be due in advance within 30 days of this date.
- 7.4. The first Membership Fee payable by Members as at the date of the adoption of this Constitution will be payable within 7 days of the date from which Membership Fees are determined by the Management Committee to be paid.
- 7.5. The Management Committee may determine that any Member admitted to membership during the 6 months prior to the next AGM will pay only one-half of the membership fee or have the fee waived for that year.

## **8. REGISTER OF MEMBERS**

- 8.1. Upon admission of a person or an organisation as a Member, the Member will be entered into the Register.
- 8.2. The Secretary must maintain a Register which must include:
  - 8.2.1. the name and address of each Member;
  - 8.2.2. the type of membership of each Member and the date of any change of membership type;
  - 8.2.3. the date on which each Member was admitted as a Member;
  - 8.2.4. the date (where applicable) when each Member resigns or ceases to be a Member; and
  - 8.2.5. where a Member is readmitted after previously resigning or having their membership terminated, this will be recorded in conjunction with the dates of their original admission, termination or resignation and readmission.
- 8.3. The Register will be made available for inspection by any Member for perusal at a reasonable time and date convenient to the Secretary and the Member concerned. Personal information such as address will be redacted from the viewable version of the Register for all perusal under this rule, unless required by law or subject to the Act.
- 8.4. Members must notify the Secretary of any change of any of its details that are recorded in the Register as soon as reasonably practicable.
- 8.5. The Management Committee may, with consent of a member of the association, withhold information about the member (other than the members 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.

- 8.6. Unless the use or disclosure of the information is approved by the association, a member of the association must not;
  - 8.6.1. use information obtained from the register of members of the association to contact, or send material to, another member of the association for any reason including but not limited to criminal activity or advertising for political, religious, charitable or commercial purposes; or
  - 8.6.2. disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the association for any reason including but not limited to criminal activity or advertising for political, religious, charitable or commercial purposes.

## **9. SUSPENSION OR EXPULSION OF A MEMBER**

- 9.1. The Management Committee may resolve to suspend a Member's membership for a period of time and may require certain conditions be met for the suspension to be lifted, or expel the Member and cancel the Member's membership, if the Member:
  - 9.1.1. does not comply with this Constitution;
  - 9.1.2. is convicted of an animal cruelty related offence;
  - 9.1.3. Is convicted of an indictable offence;
  - 9.1.4. in the opinion of the Management Committee, is no longer eligible to be a Member;
  - 9.1.5. has committed any act or omission that will, in the opinion of the Management Committee be injurious to the reputation or interests or activities of the association;
  - 9.1.6. Conducts themselves in a way considered to be injurious or prejudicial to the character, members or interests of the association;
  - 9.1.7. Practices, espouses or advocates treatment of animals that is not compatible with the standard of care advocated for by the association;
  - 9.1.8. violates any of the Association's rules, policies or procedures that apply to the Member;
  - 9.1.9. makes false representations to the Association;
  - 9.1.10. steals from the Association;
  - 9.1.11. makes any unauthorised comment to the media or in a public forum in relation to the Association;
  - 9.1.12. destroys property or removes property belonging to the Association; or
  - 9.1.13. an administrator has been appointed to administer the Member's financial, legal and business affairs.
- 9.2. If the Management Committee resolves to suspend the Member, the Management Committee may suspend the Member's membership:
  - 9.2.1. for such period of time the Management Committee thinks fit; and

- 9.2.2. require certain conditions are met before the Member's membership is reinstated.
- 9.3. A decision to suspend or expel a Member will take effect immediately.
- 9.4. The Secretary must give prompt written notice of the suspension or expulsion to the Member.
- 9.5. A suspended or expelled Member may appeal their suspension or expulsion by giving notice to the Secretary within seven days of receiving the notice of suspension or expulsion.
- 9.6. The Member must, in conjunction with the notice given on suspension or expulsion, give a statement of the grounds which the Member intends to rely upon for the purposes of the appeal.
- 9.7. At the next General Meeting of the association held after the Member gives notice;
  - 9.7.1. the Member appealing their suspension or expulsion will be given an opportunity at the General Meeting to present the Member's case fully and a representative of the Management Committee may present the Management Committee's case in response; and
  - 9.7.2. the Members at the General Meeting may:
    - 9.7.2.1. in the case of a suspended Member, vote by majority to lift or affirm the suspension; or
    - 9.7.2.2. in the case of an expelled Member, vote by Special Resolution to reinstate the expelled Member's membership, and the decision of the Members at that General Meeting is final.
- 9.8. A Member will remain suspended until the earlier of:
  - 9.8.1. the date the Members resolve to lift the suspension of the Member's membership
  - 9.8.2. if conditions must be satisfied to lift the suspension, the date that the conditions are satisfied; or
  - 9.8.3. when the Member ceases to be a Member for other reasons stipulated in this constitution
- 9.9. Any Member suspended, during suspension is not permitted to:
  - 9.9.1. vote at a Members' meeting; or
  - 9.9.2. participate in any of the activities of the association.

## **10. CEASING TO BE A MEMBER**

- 10.1. A Member's membership of the Association will cease:
  - 10.1.1. If the Member has not paid the Membership Fee within the time allocated for payment, automatically on the day that is 21 days after the last day for payment of the Membership Fee;
  - 10.1.2. if the Member gives the Secretary written notice of resignation, which must provide at least one month's notice, the later of:

- 10.1.2.1. one month from the date of receipt of that notice by the Secretary;  
or
- 10.1.2.2. the date of resignation specified on the notice;
- 10.1.3. if a suspended Member does not satisfy the conditions of suspension within the required timeframe, on the expiry of that timeframe;
- 10.1.4. if a Member is expelled in accordance with the Clauses of this constitution, on the date the resolution is passed to expel the Member;
- 10.1.5. where the Member is an individual, if the Member:
  - 10.1.5.1. dies, on the date of death;
  - 10.1.5.2. becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to Adult Guardianship, on the date of incapacitation; or
  - 10.1.5.3. a person takes any step to obtain protection or is granted protection from such person's creditors, under any applicable legislation; or
- 10.1.6. where the Member is a body corporate:
  - 10.1.6.1. if a liquidator is appointed in connection with the winding up of the Member, the date of appointment of the liquidator;
  - 10.1.6.2. if the Member is deregistered, on the date of deregistration; or
  - 10.1.6.3. if an order is made by a court for the winding up or deregistration of the Member, on the date of the court order.
- 10.2. Any Member ceasing to be a Member:
  - 10.2.1. will not be entitled to have any claim upon any portion of the property or assets of the Association;
  - 10.2.2. Is not eligible for refund of membership fees;
  - 10.2.3. will remain liable for and will pay to the Association all fees and moneys which were due at the date of ceasing to be a Member; and
  - 10.2.4. will have all rights as a Member cease.

## **11. APPOINTMENT OR ELECTION OF SECRETARY**

- 11.1. The secretary must be an individual who is;
  - 11.1.1. a member of the association elected by the association as secretary; or
  - 11.1.2. any of the following persons appointed by the management committee as secretary
    - 11.1.2.1. a member of the association management committee;
    - 11.1.2.2. another member of the association;
    - 11.1.2.3. another person.
- 11.2. If the association has not elected an interim officer as secretary for the association before its incorporation, the members of the management committee must ensure a secretary is appointed or elected for the association within 1 month after incorporation.

- 11.3. If a vacancy occurs in the office of secretary, the members of the management committee must ensure a secretary is appointed or elected for the association within 1 month after the vacancy happens.
- 11.4. If the management committee appoints a secretary, the person does not become a member of the management committee unless specified by the management committee.
- 11.5. In this Clause— casual vacancy, on a management committee, means a vacancy that happens when an elected member of the management committee resigns, dies or otherwise stops holding office.

## **12. REMOVAL OF SECRETARY**

- 12.1. The management committee of the association may at any time remove a person appointed or elected as secretary.
- 12.2. If the management committee removes a secretary who has been appointed secretary by the management committee and was not previously a member of the management committee, the person does not remain a member of the management committee.
- 12.3. If the management committee removes a secretary who has been elected to the management committee by members, the person remains a member of the management committee.

## **13. FUNCTIONS OF SECRETARY**

- 13.1. The secretary's functions include, but are not limited to;
  - 13.1.1. calling meetings of the association, including preparing notices of a meeting and of the business to be conducted at the meeting in consultation with the president of the association; and
  - 13.1.2. keeping minutes of each meeting; and
  - 13.1.3. keeping copies of all correspondence and other documents relating to the association; and
  - 13.1.4. maintaining the register of members of the association.

## **14. MEMBERSHIP OF MANAGEMENT COMMITTEE**

- 14.1. The management committee of the association consists of a president, treasurer, and any other members that the association members elect at a general meeting.
- 14.2. Each member of the management committee must perform the duties and expectations of their respective role as outlined in the bylaws.
- 14.3. A member of the management committee, other than a secretary appointed by the management committee under Clause 11, must be a member of the association.

- 14.4. At each annual general meeting of the association, the members of the management committee must retire from office, but are eligible, on nomination, for re-election.
- 14.5. A member of the association may be appointed to a casual vacancy on the management committee under Clause 17.

## **15. ELECTING THE MANAGEMENT COMMITTEE**

- 15.1. Unless otherwise specified in this constitution or associated bylaws, a member of the management committee may only be elected as follows;
  - 15.1.1. any 2 members of the association may nominate another member (the candidate) to serve as a member of the management committee;
  - 15.1.2. the nomination must be;
    - 15.1.2.1. in writing; and
    - 15.1.2.2. signed by the candidate and the members who nominated them; and
    - 15.1.2.3. given to the secretary at least 14 days before the annual general meeting at which the election is to be held;
  - 15.1.3. each member of the association present and eligible to vote at the annual general meeting may vote for 1 candidate for each vacant position on the management committee;
  - 15.1.4. if, at the start of the meeting, there are not enough candidates nominated, nominations may be taken from the floor of the meeting.
- 15.2. A person may be a candidate only if the person;
  - 15.2.1. is an adult; and
  - 15.2.2. is eligible for the role applied for under all Clauses of this constitution and bylaws of the association
  - 15.2.3. is not ineligible to be elected as a member under section 61A of the Act.
- 15.3. If the structure of the association is such that a single primary site where the majority of public facing business is conducted and/or the majority of animals in care are housed, is in a private residence under the care of a household who take an active role in furthering the goals of the rescue, one individual from that household shall be offered a general floor position on the management committee if a member of the household is not already elected, for the purposes of better representing the needs and welfare of the animals in care. This applies only to one nominated individual of the private residence who may hold a maximum of one management position. If no individuals from the household accept the appointment which is to be offered yearly at the AGM, then that position may be filled by the regular methods. This clause may be vetoed by special resolution and the appointed individual may be removed from management by the methods otherwise outlined in this document.
- 15.4. A list of the candidates names in alphabetical order, with the names of the members who nominated each candidate, must be posted in a conspicuous

place in the office or usual place of meeting of the association for at least 7 days immediately preceding the annual general meeting.

- 15.5. If required by the management committee, balloting lists must be prepared containing the names of the candidates in alphabetical order.
- 15.6. The management committee must ensure that, before a candidate is elected as a member of the management committee, the candidate is advised;
  - 15.6.1. whether or not the association has public liability insurance; and
  - 15.6.2. if the association has public liability insurance—the amount of the insurance.

## **16. RESIGNATION, REMOVAL OR VACATION OF OFFICE OF MANAGEMENT COMMITTEE MEMBER**

- 16.1. A member of the management committee may resign from the committee by giving written notice of resignation to the secretary.
- 16.2. The resignation takes effect at;
  - 16.2.1. the time the notice is received by the secretary; or
  - 16.2.2. if a later time is stated in the notice; the later time.
- 16.3. A member may be removed from office at a general meeting of the association by special resolution.
- 16.4. Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why they should not be removed from office.
- 16.5. A member has no right of appeal against the members removal from office under this Clause.
- 16.6. A member immediately vacates the office of member in the circumstances mentioned in section 64(2) of the Act.

## **17. VACANCIES ON MANAGEMENT COMMITTEE**

- 17.1. If a casual vacancy happens on the management committee, the continuing members of the committee may appoint another member of the association to fill the vacancy until the next annual general meeting.
- 17.2. The continuing members of the management committee may act despite a casual vacancy on the management committee.
- 17.3. However, if the number of committee members is less than the number fixed under Clause 20.1 as a quorum of the management committee, the continuing members may act only to;
  - 17.3.1. increase the number of management committee members to the number required for a quorum; or
  - 17.3.2. call a general meeting of the association

## **18. FUNCTIONS OF MANAGEMENT COMMITTEE**

- 18.1. Subject to these rules, the bylaws of the association, or a resolution of the members of the association carried at a general meeting, the management committee has the general control and management of the administration of the affairs, property and funds of the association.
- 18.2. The management committee has authority to interpret the meaning of these rules and any matter relating to the association on which the rules are silent, but any interpretation must have regard to the Act, including any regulation made under the Act, noting that The Act prevails if the associations rules are inconsistent with the Act as specified in section 1B of the Act.
- 18.3. The management committee may exercise the powers of the association;
  - 18.3.1. to borrow, raise or secure the payment of amounts in a way the members of the association decide; and
  - 18.3.2. to secure the amounts mentioned in clause 18.3.1 or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the association in any way, including by the issue of debentures (perpetual or otherwise) charged upon the whole or part of the associations property, both present and future; and
  - 18.3.3. to purchase, redeem or pay off any securities issued; and
  - 18.3.4. to mortgage or charge the whole or part of its property; and
  - 18.3.5. to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the association; and
  - 18.3.6. to provide and pay off any securities issued; and
  - 18.3.7. to invest in a way the members of the association may from time to time decide.

## **19. MEETINGS OF THE MANAGEMENT COMMITTEE**

- 19.1. Subject to this constitution, the management committee may meet and conduct its proceedings as it considers appropriate.
- 19.2. The management committee must meet at least once every 3 months to exercise its functions.
- 19.3. The management committee must decide how a meeting is to be called.
- 19.4. Notice of a management meeting is to be given in the way decided by the management committee.
- 19.5. The management committee may hold meetings, or permit a committee member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- 19.6. A committee member who participates in the meeting as mentioned in subclause 19.5 is taken to be present at the meeting.
- 19.7. A question arising at a committee meeting is to be decided by a majority vote of members of the committee present at the meeting and, if the votes are equal, the question is decided in the negative.

- 19.8. A member of the management committee must not vote on a question about a contract or proposed contract with the association if the member has an interest in the contract or proposed contract and, if the member does vote, the members vote must not be counted.
- 19.9. The president is to preside as chairperson at a management committee meeting.
- 19.10. If there is no president or if the president is not present within 10 minutes after the time fixed for a management committee meeting, the members may choose 1 of their number to preside as chairperson at the meeting.

## **20. QUORUM FOR, AND ADJOURNMENT OF, MANAGEMENT COMMITTEE MEETING**

- 20.1. At a management committee meeting, more than 50% of the members elected to the committee as at the close of the last general meeting of the members form a quorum.
- 20.2. If there is no quorum within 30 minutes after the time fixed for a management committee meeting called on the request of members of the committee, the meeting lapses.
- 20.3. If there is no quorum within 30 minutes after the time fixed for a management committee meeting called other than on the request of the members of the committee;
  - 20.3.1. the meeting is to be adjourned for at least 1 day; and
  - 20.3.2. the members of the management committee who are present are to decide the day, time and place of the adjourned meeting.
- 20.4. If, at an adjourned meeting, there is no quorum within 30 minutes after the time fixed for the meeting, the meeting lapses.

## **21. SPECIAL MEETING OF THE MANAGEMENT COMMITTEE**

- 21.1. If the secretary receives a written request signed by at least 33% of the members of the management committee, the secretary must call a special meeting of the committee by giving each member of the committee notice of the meeting within 14 days after the secretary receives the request.
- 21.2. If the secretary is unable or unwilling to call the special meeting, the president must call the meeting.
- 21.3. A request for a special meeting must state;
  - 21.3.1. why the special meeting is called; and
  - 21.3.2. the business to be conducted at the meeting.
- 21.4. A notice of a special meeting must state;
  - 21.4.1. the day, time and place of the meeting; and
  - 21.4.2. the business to be conducted at the meeting.
- 21.5. A special meeting of the management committee must be held within 14 days after notice of the meeting is given to the members of the management committee.

## **22. MINUTES OF MANAGEMENT COMMITTEE MEETINGS**

- 22.1. The secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are entered in a minute book.
- 22.2. To ensure the accuracy of the minutes, the minutes of each management committee meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.

## **23. APPOINTMENT OF SUBCOMMITTEES**

- 23.1. The management committee may appoint a subcommittee consisting of members of the association considered appropriate by the committee to help with the conduct of the association's operations.
- 23.2. The management committee may dissolve subcommittees at any time by a majority vote of the management committee.
- 23.3. The powers, responsibilities and rights of a subcommittee and each individual member of a subcommittee are by default those of an ordinary member. Any additional powers, rights and responsibilities are granted and revoked entirely at the discretion of the management committee.
- 23.4. A member of the subcommittee who is not a member of the management committee is not entitled to vote at a management committee meeting.
- 23.5. A subcommittee may elect a chairperson of its meetings.
- 23.6. If a chairperson is not elected, or if the chairperson is not present within 10 minutes after the time fixed for a meeting, the members present may choose 1 of their number to be chairperson of the meeting.
- 23.7. A subcommittee may meet and adjourn as it considers appropriate.
- 23.8. A question arising at a subcommittee meeting is to be decided by a majority vote of the members present at the meeting and, if the votes are equal, the question is decided in the negative.

## **24. MINUTES OF SUBCOMMITTEE MEETINGS**

- 24.1. The chairperson of any subcommittee meeting must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are kept.
- 24.2. To ensure the accuracy of the minutes, the minutes of each management committee meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.
- 24.3. The chairperson of the meeting must send any minutes to the secretary as soon as practical after the meeting concludes.

## **25. ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS**

- 25.1. An act performed by the management committee, a subcommittee or a person acting as a member of the management committee is taken to have been validly performed.
- 25.2. Clause 25.1 applies even if the act was performed when;
  - 25.2.1. there was a defect in the appointment of a member of the management committee, subcommittee or person acting as a member of the management committee; or
  - 25.2.2. a management committee member, subcommittee member or person acting as a member of the management committee was disqualified from being a member.

## **26. RESOLUTIONS OF THE MANAGEMENT COMMITTEE WITHOUT MEETING**

- 26.1. A written resolution signed by each member of the management committee is as valid and effective as if it had been passed at a committee meeting that was properly called and held.
- 26.2. A resolution mentioned in Clause 26.1 may consist of several documents in like form, each signed by 1 or more members of the committee, including via a digital forum.

## **27. ANNUAL GENERAL MEETINGS**

- 27.1. The first annual general meeting must be held within 6 months after the end date of the association's first reportable financial year.
- 27.2. Each subsequent annual general meeting must be held;
  - 27.2.1. at least once each year; and
  - 27.2.2. within 6 months after the end date of the association's reportable financial year.
- 27.3. The business of an Annual General Meeting may include:
  - 27.3.1. confirming the minutes of the last Annual General Meeting and of any general meeting held since that meeting;
  - 27.3.2. receiving from the president reports on the activities of the association during the last financial year;
  - 27.3.3. declaring the results of the ballot of the election of management committee members;
  - 27.3.4. Receiving from the treasurer and considering the statement of accounts and the reports that are required to be submitted to Members under the Act.

- 27.3.5. any business which under this Constitution or the Act is required to be transacted at an Annual General Meeting; and
- 27.3.6. any other business which may lawfully be transacted at a general meeting.

## **28. BUSINESS TO BE CONDUCTED AT AN ANNUAL GENERAL MEETING DEPENDANT ON THE LEVEL OF THE INCORPORATED ASSOCIATION**

- 28.1. For a level 1 incorporated association; or a level 2 incorporated association to which section 59 of the Act applies; or a level 3 incorporated association to which section 59 of the Act applies, the following business is to be conducted at each AGM;
  - 28.1.1. receiving the association's financial statement, and audit report, for the last reportable financial year;
  - 28.1.2. presenting the financial statement and audit report to the meeting for adoption;
  - 28.1.3. electing members of the management committee;
  - 28.1.4. for a level 1 incorporated association: appointing an auditor or an accountant for the present financial year;
  - 28.1.5. or a level 2 incorporated association, or a level 3 incorporated association, to which section 59 of the Act applies: appointing an auditor, an accountant or an approved person for the present financial year.
- 28.2. For a level 2 incorporated association to which section 59A of the Act applies, the following business is to be conducted at each AGM;
  - 28.2.1. receiving the association's financial statement, and signed statement, for the last reportable financial year;
  - 28.2.2. presenting the financial statement and signed statement to the meeting for adoption;
  - 28.2.3. electing members of the management committee;
  - 28.2.4. appointing an auditor, an accountant or an approved person for the present financial year.
- 28.3. For a level 3 incorporated association to which section 59B of the Act applies, the following business is to be conducted at each AGM;
  - 28.3.1. receiving the association's financial statement, and signed statement, for the last reportable financial year;
  - 28.3.2. presenting the financial statement and signed statement to the meeting for adoption;
  - 28.3.3. electing members of the management committee.

## **29. CALLING A GENERAL MEETING**

- 29.1. The Management Committee may, whenever it considers it necessary and, in light of geographical restraints upon a state-wide body whenever it considers it financially feasible, convene a General Meeting.
- 29.2. A notice calling a General Meeting:
  - 29.2.1. Will be given by the Secretary to each member of the association entitled to receive notices of general meetings, at least 14 days prior to the meeting
  - 29.2.2. Will be given in a manner decided by the Management Committee, with the exception of the following meetings, for which notice must be given in writing;
    - 29.2.2.1. a meeting called to hear and decide the appeal of a person against the management committee's decision;
      - 29.2.2.1.1. to reject the person's application for membership of the association; or
      - 29.2.2.1.2. to terminate the person's membership of the association;
      - 29.2.2.1.3. a meeting called to hear and decide a proposed special resolution of the association.
  - 29.2.3. If the secretary is unable or unwilling to call the meeting, will be given by the President.
  - 29.2.4. must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
  - 29.2.5. must state the general nature of the business to be transacted at the meeting;
  - 29.2.6. if a Special Resolution is to be proposed at the meeting, state the intention to propose the resolution and the resolution; and
  - 29.2.7. may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 29.3. A notice of an annual General Meeting:
  - 29.3.1. need not state that the business to be transacted at the meeting includes:
    - 29.3.1.1. the consideration of the annual financial report, President's report and the Auditor's report;
    - 29.3.1.2. the election of Management Committee members; or
    - 29.3.1.3. the appointment and fixing of the remuneration of the Auditor; and
  - 29.3.2. must specify that the meeting is an annual General Meeting.
- 29.4. No business other than the business specified in the notice convening the General Meeting will be transacted at a General Meeting.
- 29.5. The Management Committee may postpone or cancel any General Meeting whenever they think fit unless specified otherwise in this constitution or in the Act
- 29.6. The Management Committee must give notice of postponement or cancellation of a General Meeting to all persons entitled to receive notices from the Association.
- 29.7. The failure or accidental omission to send a notice of a General Meeting (including a proxy appointment form) to any Member or the non-receipt of a

notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the General Meeting.

- 29.8. A Member that wishes to bring any business before a General Meeting must give notice in writing of that business to the Secretary who will include the business in the next notice calling a General Meeting.

### **30. ATTENDANCE AND PROCEDURE AT A GENERAL MEETING**

- 30.1. Unless specified by management that a meeting will need to occur in person only, a General Meeting may be attended by Members by any technological means by which they are able simultaneously to hear the meeting and to participate in discussion.
- 30.2. A failure of technology causing members to be absent for all or part of a General Meeting does not invalidate the proceedings of a General Meeting unless it causes the contravention of another rule or by the removal of a chairperson, President, Secretary, Treasurer or reducing the members present to below the number required for a quorum.
- 30.3. Member includes a Member present in person or by proxy or attorney or pursuant to clause 30.1
- 30.4. No business may be transacted at a General Meeting unless a quorum of Members is present when the meeting proceeds to business.
- 30.5. A quorum of at least the number of Management Committee Members plus one, is required for a General Meeting and a quorum must be present at all times during the meeting.
- 30.6. If all members of the association are members of the management committee, the quorum is defined instead as the total number of members less 1.
- 30.7. If a quorum is not present within 15 minutes after the time appointed for a General Meeting:
- 30.7.1. if the meeting was called on the requisition of Members, it is automatically dissolved; or
  - 30.7.2. in any other case it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Management Committee and if at the adjourned General Meeting a quorum is not present at the time appointed for the General Meeting, the number of Members present at the adjourned General Meeting will be the quorum.
- 30.8. The president is to preside as chairperson or allocate the role of chairperson to another member.
- 30.9. If there is no president or if the president is not present within 15 minutes after the time fixed for the meeting or is unwilling to act, the members present must elect 1 of their number to be chairperson of the meeting; and
- 30.10. The chairperson must conduct the meeting in a proper and orderly way.

- 30.11. If there is a dispute at a General Meeting about a question of procedure, the Chairperson may determine the question.
- 30.12. The Chairperson of a General Meeting at which a quorum is present:
  - 30.12.1. at their discretion may adjourn the meeting with the meeting's consent; and
  - 30.12.2. must adjourn the meeting if the meeting directs them to do so.
- 30.13. An adjourned meeting may take place at a different venue to the initial meeting, and the management committee is to decide the day, time and place of the adjourned meeting, no sooner than 7 days from the original General Meeting.
- 30.14. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 30.15. The secretary is not required to give the members notice of an adjournment or of the business to be conducted at an adjourned meeting unless a meeting is adjourned for at least 30 days.
- 30.16. If a meeting is adjourned for at least 30 days, notice of the adjourned meeting must be given in the same way notice is given for an original meeting.

### **31. VOTING AT A GENERAL MEETING**

- 31.1. Subject to the Corporations Act in relation to Special Resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 31.2. A resolution put to the vote of a meeting is decided on a show of hands unless a poll or a secret ballot is demanded.
- 31.3. Unless a poll or a secret ballot is demanded:
  - 31.3.1. a declaration by the Chairperson that a resolution has been carried, carried by a specified majority, or lost; and
  - 31.3.2. an entry to that effect in the minutes of the meeting, are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 31.4. A decision of a General Meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.
- 31.5. The Chairperson will not have a casting vote in addition to the Chairperson's votes as a proxy or attorney.
- 31.6. A person may be refused admission to, or be required to leave and not return to, a meeting if the person:
  - 31.6.1. Acts in a way that is disruptive or against the rules of the association.
  - 31.6.2. refuses to permit examination of any article in the person's possession; or
  - 31.6.3. is in possession of any:
    - 31.6.3.1. electronic or recording device;
    - 31.6.3.2. placard or banner; or
    - 31.6.3.3. other article, which the Chairperson considers to be dangerous, offensive or liable to cause disruption.

- 31.7. Entitlement to vote at a General Meeting differs between membership class as follows;
  - 31.7.1. each Ordinary Member, Life Member and Corporate Member entitled to vote at a General Meeting has one vote;
  - 31.7.2. Family Members entitled to vote at a General Meeting have one vote allocated to each membership, decided amongst the Family Members under that membership; and
  - 31.7.3. Junior Members are not entitled to vote.

**Polling by a show of hands:**

- 31.8. A poll will be taken when and in the manner that the Chairperson directs.
- 31.9. The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 31.10. The Chairperson may determine any dispute about the admission or rejection of a vote.
- 31.11. The Chairperson's determination, if made in good faith, will be final and conclusive.
- 31.12. A poll may be demanded by at least two Members entitled to vote at the General Meeting.
- 31.13. A poll demanded on the election of the Chairperson or the adjournment of a General Meeting must be taken immediately.
- 31.14. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

**Polling by a secret ballot:**

- 31.15. A secret ballot will be taken when and in the manner that the Chairperson directs.
- 31.16. The result of the secret ballot will be the resolution of the meeting at which the secret ballot was demanded.
- 31.17. The Chairperson may determine any dispute about the admission or rejection of a vote.
- 31.18. The Chairperson's determination, if made in good faith, will be final and conclusive.
- 31.19. A secret ballot may be demanded by at least 20% of Members entitled to vote at the General Meeting.
- 31.20. A secret ballot demanded on the election of the Chairperson or the adjournment of a meeting must be taken immediately.
- 31.21. After a secret ballot has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the secret ballot was demanded.

**Objections:**

- 31.22. An objection to the qualifications of a voter may only be raised at the General Meeting or adjourned meeting at which the voter tendered its vote.
- 31.23. An objection must be referred to the Chairperson of the General Meeting, whose decision is final.
- 31.24. A vote is valid for all purposes unless it is disqualified by the Chairperson.

## **32. PROXIES**

- 32.1. If a Member appoints a proxy or an attorney, the proxy or attorney may:
  - 32.1.1. vote on a show of hands;
  - 32.1.2. demand or join in demanding a poll or a secret ballot; and
  - 32.1.3. vote on a poll or a secret ballot.
- 32.2. The instrument appointing a proxy must;
  - 32.2.1. if the appointor is an individual, be signed by the appointor or the appointor's attorney properly authorised in writing; or
  - 32.2.2. if the appointor is a corporation;
    - 32.2.2.1. be under seal; or
    - 32.2.2.2. be signed by a properly authorised officer or attorney of the corporation.
- 32.3. A proxy may be a member of the association or another person.
- 32.4. A proxy may vote or abstain as they choose except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.
- 32.5. An appointment of a proxy is valid if it is signed by the Member making the appointment and contains any information required by the Act. The Management Committee may determine that an appointment of proxy is valid even if it only contains some of the information required by the Act.
- 32.6. a personal identification code allocated by the Association to the Member has been input into the appointment; or
  - 32.6.1. the appointment has been verified in another manner approved by the Management Committee.
- 32.7. A proxy's appointment is valid at an adjourned meeting.
- 32.8. A proxy or attorney may be appointed for all General Meetings or for any number of meetings or for a particular purpose.
- 32.9. Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority to vote on:
  - 32.9.1. any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
  - 32.9.2. any procedural motion, including any motion to elect the Chairperson, to vacate the chair or to adjourn the meeting, even though the appointment

may specify the way the proxy or attorney is to vote on a particular resolution; and

- 32.9.3. all motions before the meeting.
- 32.10. If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the Chairperson may either exercise the proxy or complete the appointment by inserting the name or names of one or more Management Committee members or the Secretary.
- 32.11. The written appointment of a proxy or attorney must be received by the Association, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
  - 32.11.1. the time for holding the meeting or adjourned meeting at which the proxy or attorney proposes to vote; or
  - 32.11.2. the taking of a poll or secret ballot at which the proxy or attorney proposes to vote.
- 32.12. The Association receives an appointment of a proxy or a power of attorney when it is received at:
  - 32.12.1. the Association's registered office;
  - 32.12.2. a facsimile number at the Association's registered office; or
  - 32.12.3. a place, facsimile number or electronic address specified for that purpose in the notice of meeting.
- 32.13. A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:
  - 32.13.1. died;
  - 32.13.2. became mentally incapacitated; or
  - 32.13.3. revoked the proxy or power, unless any written notification of the death, mental incapacitation or revocation was received by the Association before the relevant meeting or adjourned meeting.
- 32.14. An instrument appointing a proxy must be in writing and be in the following or similar form;

“Rachie’s Retirement Home Incorporated:

I, *[name of member]* of *[name of organisation if any]*, being a member of the association, appoint *[name of proxy]*, of *[name of organisation if any]* as my proxy to vote for me on my behalf at the (annual) general meeting of the association, to be held on the day of *[date of meeting]* and at any adjournment of the meeting.

This form is to be used *[in favour of/against]* the following resolutions:

*[List relevant resolutions]*

Signed,  
*[name of member]*  
*[signature]*  
*[date of signature]*”

### **33. MINUTES OF GENERAL MEETINGS**

- 33.1. The secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book.
- 33.2. To ensure the accuracy of the minutes;
  - 33.2.1. the minutes of each general meeting must be signed by the chairperson of the meeting, or the chairperson of the next general meeting, verifying their accuracy; and
  - 33.2.2. the minutes of each annual general meeting must be signed by the chairperson of the meeting, or the chairperson of the next meeting of the association that is a general meeting or annual general meeting, verifying their accuracy.
- 33.3. If asked by a member of the association, the secretary must, within 28 days after the request is made;
  - 33.3.1. make the minute book for a particular general meeting available for inspection by the member at a mutually agreed time and place; and
  - 33.3.2. give the member copies of the minutes of the meeting.
- 33.4. The association may require the member to pay the reasonable costs of providing copies of the minutes.

### **34. FUNDS**

- 34.1. The funds of the Association are to be derived from annual Membership fees, donations, operational activities, fundraising events and other sources as the Management Committee determines.
- 34.2. The income and property of the Association will only be applied towards the promotion of the Objects, and the Association will not be carried on for the profit or gain of the Members, neither while it is operating nor on a winding up.
- 34.3. No income, profit or assets (whether in money, property or other benefits) will be paid, distributed or transferred directly or indirectly to any Member, except for payments to a Member as genuine compensation for services provided to, or reasonable expenses incurred on behalf of the Association, or such other payments, distributions or transfers as may be permitted by the Applicable Not-for Profit Laws.
- 34.4. 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.
- 34.5. Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the association.
- 34.6. If a payment of \$100 or more is made by cheque, the cheque must be signed by the president, the secretary or the treasurer.

- 34.7. Cheques, other than cheques for wages, allowances or petty cash recoupment, must be crossed not negotiable.
- 34.8. A petty cash account must be kept on the imprest system, and the management committee must decide the amount of petty cash to be kept in the account.
- 34.9. All expenditure must be approved or ratified at a management committee meeting.
- 34.10. All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank account.
- 34.11. All payments by the Association, whether by cheque, other negotiable instrument, debit to an account or an electronic transfer of funds must:
  - 34.11.1. only be drawn on the Association's bank account if the expenditure has been authorised by the Management Committee; and
  - 34.11.2. be executed only by a person or persons authorised by the Management Committee
- 34.12. The Treasurer must ensure that the annual statement of accounts of the Association are prepared in accordance with the Act and with proper accounting practices appropriate for the Association; and that the annual statement of accounts are presented to the Annual General Meeting in accordance with the Act.
- 34.13. The Treasurer must, in accordance with the Act, cause:
  - 34.13.1. the annual statement of accounts of the Association to be audited each Financial Year; and
  - 34.13.2. an auditor's report to be produced.
- 34.14. The Association must seek gifts, contributions or donations of money or property from the public.
- 34.15. If the Association accepts a gift, contribution or donation of money or property, the Association must give the donor a receipt, and otherwise comply with all applicable laws in relation to any such gift, contribution or donation, including without limitation (if and to the extent applicable) the Applicable Not-for-Profit Laws.

## **35. RECORDS**

- 35.1. The accounting and financial records of the Association will be maintained in accordance with the Act and kept in the custody of the Association.
- 35.2. The Management Committee must provide for the safe custody of all other records (books, photographs, securities, documents including investigations or prosecutions and agendas or minutes of meetings) of the Association.
- 35.3. The Association must make the Register and auditors report available for inspection by Members at reasonable times to be determined by the Management Committee.
- 35.4. The Association must make the Register available for inspection at:
  - 35.4.1. the address of the President;
  - 35.4.2. the registered office of the Association; or

- 35.4.3. any other place in Queensland nominated by the Management Committee, and must publish the place where the Register is available for inspection in each annual return.
- 35.5. Notwithstanding Clauses 35.3 and 35.4, and except as otherwise required by the Act, the Management Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents, records and books of the Association will be open for inspection by Members other than Management Committee members.

## **36. NOTICES**

- 36.1. The Association may serve a notice on a person who is entitled to notice under this Constitution by:
  - 36.1.1. serving it on the person;
  - 36.1.2. sending it by post to the person at:
    - 36.1.2.1. the person's address shown in the Register; or
    - 36.1.2.2. the address supplied by the person to the Association for sending notices to the person; or
    - 36.1.2.3. by sending it to a facsimile number or electronic address nominated by the person.
- 36.2. A document sent by post to an address:
  - 36.2.1. in Australia, by ordinary post, is taken to have been received on the second business day after the date of its posting; or
  - 36.2.2. outside Australia, by airmail, is taken to have been received on the fourth business day after the date of its posting.
- 36.3. If a document is sent by facsimile or electronic transmission, delivery of the document is taken to be effected by properly addressing and transmitting the facsimile or electronic transmission, and to have occurred on the business day following its despatch (except if transmitted after 5.00pm in which case it is taken to be served the next day).
- 36.4. Notice of every general meeting must be given to:
  - 36.4.1. every Member;
  - 36.4.2. Chief Executive Officer if appointed, and
  - 36.4.3. the Auditor, if appointed.
- 36.5. No other person is entitled to receive notice of a general meeting

## **37. BY-LAWS**

- 37.1. The Management Committee have the power from time to time to make, amend and repeal such Bylaws as are in its opinion necessary and desirable for the proper control, administration and management of the Association's affairs (Bylaws).

- 37.2. The Bylaws:
  - 37.2.1. must be approved by the Management Committee;
  - 37.2.2. must not be inconsistent with this Constitution;
  - 37.2.3. when in force, are binding on all Members and have the same effect as this Constitution; and
  - 37.2.4. are publicly available documents.
- 37.3. The Management Committee will adopt such measures as it deems appropriate to bring to the notice of Members all Bylaws, amendments and repeals.
- 37.4. A by-law may be set aside by special resolution of members at a general meeting of the association.

### **38. ALTERATION OF RULES**

- 38.1. The Objects and this Constitution may only be altered in accordance with the Act.
- 38.2. These rules may be amended, repealed or added to by a special resolution carried at a general meeting.
- 38.3. However an amendment, repeal or addition is valid only if it is registered by the Chief Executive.
- 38.4. The association must notify the Australian Taxation Office in writing of any amendment to the constitution, especially any amendment that will affect its entitlement for endorsement.

### **39. COMMON SEAL**

- 39.1. The Common Seal of the Association must be kept securely in the custody of the President.
- 39.2. The Common Seal must not be attached to any instrument except by the authority of the Management Committee and the attaching of the Common Seal must be attested by the signatures of either two Management Committee members or one Management Committee member and the Secretary.

### **40. DISSOLUTION OR WINDING UP AND DISTRIBUTION OF ASSETS**

- 40.1. The Association may be dissolved at any time by a special resolution passed at a general meeting.
- 40.2. If upon the dissolution or winding up of the Association, after the satisfaction of all of its debts and liabilities, there remains any surplus property, the surplus will not be paid to, transferred or distributed amongst the Members.
- 40.3. On dissolution or winding up, surplus property must be given or transferred to a fund, authority or institution:
  - 40.3.1. to which income tax deductible gifts can be made and which is charitable at law, and;

- 40.3.2. having objects and activities similar in whole or in part to the Objects and activities of the Association, or;
- 40.3.3. having some charitable purpose as the meeting resolving upon winding up and dissolution or any subsequent meeting may determine, or;
- 40.3.4. where there is no determination, as required by law.
- 40.4. If the Association is dissolved or wound up, the amount that remains after such winding up or dissolution and the satisfaction of all debts and liabilities will be transferred to any of the entities suitable under the criteria in Clause 40.6, as determined by the Members of the Association, so long as it is not carried on for the profit or gain of its Members and has solely charitable purposes.
- 40.5. If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:
  - 40.5.1. gifts of money or property for the principal purpose of the Association;
  - 40.5.2. contributions made in relation to an eligible fundraising event held for the principal purpose of the Association, and;
  - 40.5.3. money received by the Association because of such gifts and contributions.
- 40.6. Further criteria for the organisation receiving the assets described above, so long as these criteria can be applied within the bounds of the above direction and any further instruction by the Australian Taxation Office or otherwise by law are:
  - 40.6.1. Grassroots charities, defined as those who use direct action and self-organisation to encourage community members to contribute by taking responsibility and action for their community, will be favoured over larger institutions, even where such charities exist in other states or territories within Australia.
  - 40.6.2. No party involved directly or by association with circumstances causing the dissolution, winding up or revocation of Deductible Gift Recipient endorsement shall be eligible to receive surplus assets.

#### **41. LIMITED LIABILITY**

- 41.1. The liability of a Member to contribute towards the payment of the debts and liabilities of the Association, or the costs, charges and expenses of its winding up, is limited to the amount, if any, unpaid by the Member in respect of Membership fee.

Last updated by Rachel Greenfield on 04/11/2021