Briefing Paper

Meeting	Torbay Catchment Group Annual General Meeting
Date	Thursday, 26 November 2026
Agenda Item	10
Subject	Special Resolution: Updates to the TCG Constitution
Author	Sarah-Louise Collins, Executive Officer

Purpose

The Constitution was updated in November 2025 at the Torbay Catchment Group (TCG) AGM to enable to the organisation to register as a Charity and receive Deductible Gift Recipient status. This was successful but there were a few amendments required by the Australian Tax Office (ATO) and Department of Local Government, Industry Regulation and Safety (DLGIRS) to be made at the next AGM in 2026. These amendments are detailed below:

The updates are:

Proposed Change		**Reason**
1.	The registered name of the organisation has been updated to the full title: **Torbay Catchment Group (Incorporated)** throughout the Rules	It was advised by DLGIRS that the registered name of the association is not displayed consistently in the rules and requested that the registered name be consistently displayed as **Torbay Catchment Group (Incorporated)**.
2.	Change from '**Public Fund**' to '**Gift Fund'** throughout the Rules	The ATO advised that the wording be updated to Gift Fund which is consistent with their terminology.
3.	Removal of Definition of '**Public Fund Management Committee'**	This is no longer required for Deductable Gift Recipient (DGR) status and is no longer relevant.
4.	Addition of section **18.8(d) & (e)** **18.8(d)** To maintain the Gift Fund the Association must maintain for the principal purpose of the fund, a Gift Fund: i. to which gifts of money or property for that purpose are to be made ii. to which deductible contributions for that purpose are to be made iii. to which any money received by the entity because of such gifts or deductible contributions is to be credited iv. that does not receive any other money or property. **18.8(e)** The Association must use the gift fund only for the principal purpose of the fund.	The ATO advised that the updated text be included in the Rules which is inline with the ATO requirements of maintaining a Gift Fund.

Proposed Change		Reason
5.	Removal of section **18.9 Rules of a Public Fund** The Public Fund will have the following rules: (a) The objective of the Public Fund is to support the Associations environmental purposes; (b) Members of the public are invited to make gifts of money or property to the fund for the environmental purposes of the Association; (c) Money from the interest or donations, income derived from donated property, and money from the relation of such property is to be deposited into the Public Fund; (d) A separate bank account is to be opened to deposit money donated to the Public Fund including interest accruing thereon, and gifts to it are to be kept sperate from other funds of the Association; (e) Receipts are to be issued in the name of the Public Fund and proper accounting records and procedures are to be kept and used for the fund; (f) The Public Fund will be operated in a non-for - profit basis; and (g) A public fund management committee of no fewer than three persons appointed by the Association will administer the Public Fund.	This is replaced by the inclusion of **18.8 (d) & (e)**
6.	Update section **18.10 Ministerial Rules:** Replaced…. *make* with *made*	Update to grammatical error

Motion:

That Members approve the updates to the Constitution.

Constitution

Torbay Catchment Group
(Incorporated)
An Incorporated Association

Adopted:

Table of Contents

1. Name of Association 5

2. Definitions & interpretation 5

2.1. Definitions 5
2.2. Interpretation 6
2.3. Compliance with the Act 7
2.4. Transitional 7

3. Objects and Powers of the Association 7

3.1. Our Objects 7
3.2. Powers 8

4. Not for Profit 8

5. Membership of the Association 9

5.1. Number of Members 9
5.2. Membership Classes 9
5.3. Membership Rights 9
5.4. Eligibility for Membership 9
5.5. Applying for Membership 9
5.6. Membership Fees 10
5.7. Liability of Members 10
5.8. No Transfer of Membership 11

6. Ceasing to be a Member 11

6.1. When a Member Ceases to be a Member 11
6.2. Revocation of Membership 11
6.3. Consequences of Ceasing to be a Member 11

7. Register of Members 12

7.1. Maintaining the Register of Members 12
7.2. Inspecting and Copying the Membership Register 12

8. General Meetings 12

8.1. Annual General Meetings 13
8.2. Business at Annual General Meeting 13
8.3. Special General Meetings 13
8.4. Failure of Board to hold a General Meeting requested by Members 14
8.5. Notice of General Meetings 14
8.6. Content of Notice of General Meetings 14
8.7. Failure to Give Notice 14
8.8. Use of Technology 15
8.9. Quorum 15
8.10. If a Quorum not Present 15
8.11. Adjournments 15

9. Voting at General Meetings 15

9.1. Voting Rights 15
9.2. Members' Resolutions 16
9.3. Objection to Qualification to Vote 16
9.4. Direct Voting 16
9.5. Votes Counted in Error 17

10. Minutes 17

11. Board 17

11.1. The Board 17
11.2. Powers of the Board 18
11.3. Sub-Committees 18
11.4. Payment to Board Members 19
11.5. Indemnity 19

12. Responsibilities and Roles of Board Members 19

12.1. Responsibilities of Board Members and declaring interests 19
12.2. Chairperson 19
12.3. Vice Chairperson 20
12.4. Secretary 20
12.5. Treasurer 21

13. Election or Appointment of Board Members 21

13.1. Eligibility 21
13.2. Term of Office and Re-Appointment or Re-Election 21
13.3. Nomination for the Board 22
13.4. Election of Board Members 22
13.5. Board Register 22
13.6. Inspecting and Copying the Board Register 23

14. Resignation and Removal from Office 23

14.1. Vacancy on the Board 23
14.2. Filling Casual Vacancies 23
14.3. Return of Books and Records 24

15. Board Proceedings 24

15.1. Calling and holding Board Meetings 24
15.2. Meetings by Telecommunications 24
15.3. Quorum 24
15.4. Guests at Board Meetings 25
15.5. Board Resolutions 25
15.6. Written Board Resolutions 25
15.7. By-Laws 25
15.8. Acts valid despite defective appointment 25

16. Execution of Documents 26

16.1. Execution generally 26
16.2. Common Seal 26

17. Notices 26

17.1. How notice to be given 26
17.2. When Notice is Given 26
17.3. No notice of no valid address 26

18. Funds and Accounts 27

18.1. Control of funds 27
18.2. Source of funds 27
18.3. Financial Records 27
18.4. Financial reporting, audit and review 28
18.5. Financial Year 28
18.6. Inspection of records 28

18.7. Conduit Policy 28
18.8. Establishment of a Gift Fund 28
18.9. Ministerial Rules 29
19. Resolving disputes 29
19.1. Application of disputes procedure 29
19.2. Disputes procedure 29
20. Affiliation & membership of other similar organisations 30
21. Winding-up, cancellation and distribution of surplus property 30
21.1. Winding up the Association 30
21.2. Winding up of the Gift Fund 30
22. Variation or Amendment of Constitution 31

1. Name of Association

The name of the Association is **TORBAY CATCHMENT GROUP (INCORPORATED)**.

2. Definitions & interpretation

2.1. Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 2015 (WA)* and any regulations made under that statute;

Annual General Meeting means the annual general meeting of the Association convened under clause 8.1;

Association means Torbay Catchment Group (Incorporated);

Board means the Management Committee referred to in clause 11.1;

Board Member means a person elected or appointed to the Board from time to time;

Board Register means the register maintained in accordance with section 58 of the Act and referred to in clause 13.5;

Business Day means a day that is not a Saturday, Sunday, or Public Holiday in Perth, Western Australia;

Chairperson means the person elected or appointed to the office of chairperson of the Association from time to time, subject to clause 12.2(d);

Commissioner means the person designated as the Commissioner from time to time under section 153 of the Act;

Constitution means this constitution as amended, supplemented or replaced from time to time;

Convene means to call together for a formal meeting;

Financial Records includes:

a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;

b) documents of prime entry; and

c) working papers and other documents needed to explain:

   i. the methods by which financial statements are prepared; and

   ii. adjustments to be made in preparing financial statements;

Financial Report means a financial report of a Tier 2 Association or Tier 3 Association prepared in accordance with Part 5 of the Act and which consists of:

a) the Financial Statements for the relevant Financial Year;

b) the notes to the Financial Statements; and

c) the Board's declaration about the Financial Statements and notes;

Financial Statements means financial statements prepared in accordance with Division 3 of the Act;

Financial Year has the meaning given in clause 18.5;

General Meeting means a general meeting of the Members of which all Members are entitled to receive notice and attend;

Member means a member of the Association entered in the Register;

Membership Fee has the meaning given in clause 5.6(a);

Objects means the Objects of the Association as set out in clause 3.1;

Officer has the meaning given in section 3 of the Act;

Ordinary Resolution means a resolution of the Association other than a Special Resolution;

Poll means voting conducted in written form (as opposed to a show of hands);

Present means, in connection with a meeting, a Member being present in person or by proxy, attorney or Representative, and includes being present at a different venue from the venue at which other Members are participating in the same meeting, providing the pre- requisites for a valid meeting at different venues are observed;

Public Fund means the public fund established in accordance with clause 18.8;

Public Fund Management Committee means the sub-committee appointed by the Association to manage the Public Fund established in accordance with clause 18.9(g);

Register means the register of Members of the Association maintained in accordance with section 53 of the Act and referred to in clause 7.1;

Secretary means the person elected or appointed to the office of secretary of the Association from time to time;

Signed means the signature of a natural person or a digital endorsement with the full name of the natural person.

Special Resolution means a resolution passed by the Association at a General Meeting in accordance with section 51 of the Act, by the votes of not less than three-fourths of the Members who validly cast a vote at the General Meeting;

Tax Act means the Income Tax Assessment Act 1997 (Cth);

Term has the meaning given in clause 13.2;

Tier 1 Association means an incorporated association to which section 64(1) of the Act applies;

Tier 2 Association means an incorporated association to which section 64(2) of the Act applies;

Tier 3 Association means an incorporated association to which section 64(3) of the Act applies; and,

Vice Chairperson means the person appointed to support the Chairperson of the Board, undertaking duties referred to in clause 12.3.

2.2. Interpretation

In this Constitution, unless the context requires otherwise:

(a) The singular includes the plural and vice versa;

(b) The headings are used for convenience only and do not affect the interpretation of this Constitution;

(c) Other grammatical forms of defined words or expressions have corresponding meanings;

(d) A reference to a document includes the document as modified from time to time and any document replacing it;

(e) If something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(f) The word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;

(g) The word "month" means calendar month and the word "year" means 12 months;

(h) The words "written" or "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(i) A reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(j) A reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and

(k) Any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

2.3. Compliance with the Act

This Constitution is subject to the Act, which overrides any clause in this Constitution that is inconsistent or not permitted by the Act.

2.4. Transitional

Everything done under this Constitution continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

3. Objects and Powers of the Association

3.1. Our Objects

The primary Objects of this Association are to:

(a) To foster initiatives within urban and rural communities to increase community engagement and education in conservation and environmental issues leading to sustainable catchment management;

(b) To implement and encourage interpretation, education and sustainable recreation in natural areas within the catchment. Our proximity to National Parks and Reserves; the Torbay Rail Trail; recreational angling and canoeing in catchment water bodies are examples of uses of our catchment that promote healthy physical activity and can raise the profile of the Torbay Catchment to the wider community;

(c) To co-ordinate projects and initiate both accredited and information-based training that contribute to sustainable and productive farming and ecological systems, including but not limited to:

i. Protection and management of water bodies by minimising nutrient flows, and surface water management to reduce erosion and sedimentation;

ii. Controlling the spread of, and reducing the population of invasive species;

iii. Reducing greenhouse gases and increasing soil carbon storage;

iv. Enhancing, rehabilitating and restoring the natural environment;

v. Building connectivity and resilience within the landscape;

vi. Protecting high-value areas on private and public land;

vii. Improving the equilibrium between agricultural, industrial, urban and environmental users of the catchment; and

viii. Protection of native flora and fauna to improve biodiversity conservation.

(d) Ensuring the sustainable & long-term operation of the Torbay Catchment Group (Incorporated).

(e) To build relationships, engage and co-operate with other like-minded organisations and educational institutions and any other organisation to further the Objects of the Torbay Catchment Group (Incorporated).

3.2. Powers

The Association has all the powers of an incorporated association under the Act.

The Association may only use its powers to do:

(a) Anything which it considers will advance or achieve the Objects; and

(b) All other things that are incidental to carrying out the Objects.

4. Not for Profit

(a) All property and income of the Association must be applied solely towards promoting the Objects, and no part of the Association's property or income may be paid or otherwise distributed, directly or indirectly to any Member, except in good faith in promoting the Objects.

(b) A payment may be made (directly or indirectly) to a Member out of the funds of the Association only if it is authorised under clause 4(c).

(c) A payment to a Member out of the funds of the Association is authorised if it is:

i. a payment in good faith to that Member of reasonable remuneration for services provided to the Association; or reasonable compensation for goods supplied to the Association in the ordinary course of business;

ii. payment on an indemnity or insurance policy in favour of any Member against any losses, liabilities, damages, costs, charges or expenses incurred by the Member in providing paid or unpaid services to the Association;

iii. the payment of interest on money borrowed from a Member by the Association, at a rate not exceeding the cash rate published from time to time by the Reserve Bank of Australia;

iv. the payment of reasonable rent to the Member for any premises leased by the Member to the Association; or

v. the reimbursement of reasonable expenses properly incurred by a Member on behalf of the Association;

5. Membership of the Association

5.1. Number of Members

(a) The minimum number of Members of the Association is 6;

(b) The maximum number of Members of the Association is at the discretion of the Board.

5.2. Membership Classes

(a) The membership of the Association will consist of:

i. Ordinary Members, who are natural persons;

ii. Any other classes of Members as may be established by the Board from time to time in accordance with clause 5.2(b).

(b) Subject to the Act and without derogating from the rights of existing Members, the Board may at any time create additional classes of membership of the Association and determine the eligibility criteria, rights, obligations, restrictions and any nomination procedure attaching to those other classes of membership.

5.3. Membership Rights

(a) Ordinary Members:

An ordinary Member has all the rights provided to Members under this Constitution, including (but not limited to) the right to:

i. receive notices from the Association;

ii. attend, request the convening of and vote at all General Meetings of the Association; and

iii. be elected to the Board and any sub-committees of the Association.

(b) Honorary Members of the Torbay Catchment Group (Incorporated):

An Honorary Member of the Torbay Catchment Group (Incorporated) has no rights under this Constitution.

5.4. Eligibility for Membership

(a) Any natural person who:

i. supports the Objects;

ii. complies with any additional eligibility criteria set by the Board from time to time;

iii. who is nominated in writing by one Member and seconded by another member;

is eligible to apply for membership as an Ordinary Member.

5.5. Applying for Membership

(a) Every application for Membership of the Association must be:

i. In a written form approved by the Board for that purpose and signed by the applicant;

ii. Submitted to the Torbay Catchment Group (Incorporated) in any way approved by the Board;

iii. Accompanied by proof of payment of the Membership Fee, where applicable.

(b) The Board will consider membership applications and in its absolute discretion may approve or reject an application, without giving reasons. The Board may require the applicant to supply evidence of eligibility for membership;

(c) The Secretary must inform applicants of the outcome of their application within a reasonable period;

(d) If the Board approves the membership application, the Secretary must notify the applicant and within 28 days after the person becomes a Member, enter the Member's name in the Register;

(e) The new Member will be provided with a web-based link to access the Constitution within 28 days;

(f) An applicant whose membership application has been approved will not become a Member until the Association has:

i. Received payment of any required Membership Fee; and

ii. The applicant's details are entered in the Register in accordance with clause 7.1.

5.6. Membership Fees

(g) Membership Fees may consist of any fees determined by the Board from time-to-time for each class of membership, based upon a financial year (July – June) term;

(h) The Board may:

i. Set different Membership Fees for different Members, including (without limitation) reduced fees for Members who are students, pensioners, or otherwise financially disadvantaged; and

ii. In its absolute discretion may waive all or part of a Membership Fee payable by any Member;

(i) Membership Fees are payable in advance by the date directed by the Board from time- to-time;

(j) If any amount owing under this clause 5.6 remains unpaid for a period of 60 days after it falls due, the Secretary or Treasurer, will send a notice to the Member requiring payment of the outstanding amount within 14 days of the date of the notice;

(k) If the amount is not paid within this 14-day period then the Member will at the end of the period automatically and, without further notice, cease to be a Member;

(l) The Board may, in its absolute discretion, reinstate the Member on payment of all arrears of amounts owing.

5.7. Liability of Members

(a) The Liability of Members is limited to payment of their applicable Membership Fees in accordance with clause 5.6;

(b) A Member is not liable, by reason of their membership, for the liabilities of the Association or

the cost of winding up the Association.

5.8. No Transfer of Membership

A right, privilege or obligation of a person by reason of their membership:

(a) Is not capable of being transferred or transmitted to another person; and

(b) Terminates upon the cessation of membership.

6. Ceasing to be a Member

6.1. When a Member Ceases to be a Member

A Member will cease to be a Member:

(a) If the Member resigns by notice in writing to the Secretary, on the date that the notice is received by the Secretary, or any later date specified in the notice;

(b) If their membership is revoked in accordance with clause 6.2;

(c) Where the Member is an individual, if the Member dies; or

(d) Where the Member is an organisation, if it is wound up, dissolved, deregistered or otherwise ceases to be an organisation.

6.2. Revocation of Membership

(a) Subject to this clause 6.2, the Board may at a Board meeting resolve to revoke a Member's membership if in its opinion:

i. The Member's status or conduct is detrimental to the interests of the Association, including (without limitation) if the Member has brought the Association into disrepute;

ii. The Member has failed to comply with this Constitution or any By-Laws of the Association; or

iii. The Member no longer meets the applicable criteria for membership in clause 5.4.

(b) At least 21 days before the Board meeting referred to in clause 6.2(a)(Revocation Meeting), the Secretary must give written notice to the Member:

i. Of the proposed revocation of membership and the reasons for that proposed revocation;

ii. Of the date, time and place of the Revocation Meeting;

iii. Informing the Member that the Member or the Member's Representative (if applicable) may attend the Revocation Meeting and will be given a full and fair opportunity to make oral and written submissions to the Board.

(c) At the Revocation Meeting, the Board must:

i. Give the Member or its Representative a full and fair opportunity to make oral submissions and must give reasonable consideration to any written submissions;

ii. Determine whether the Member's Membership should be revoked.

6.3. Consequences of Ceasing to be a Member

(a) Any person ceasing to be a Member:

i. Will have its name removed from the Register;

ii. Is not entitled to any refund (or part refund) of any Membership Fee paid, unless the Board resolves otherwise; and

iii. Will remain liable for and must pay to the Association all fees and any other amounts which were due to the Association at the date they cease to be a Member.

(b) The Secretary or Treasurer must keep a record, for at least 1 year after a person ceases to be a Member, of:

i. The date on which the person ceased to be a Member; and

ii. The reason why the person ceased to be a Member.

7. Register of Members

7.1. Maintaining the Register of Members

(a) The Secretary (or any other person authorised by the Board) must keep and maintain a Register at the Association's premises or any other suitable place in accordance with section 53 of the Act, containing:

i. The name & residential, postal or email address of each Member;

ii. The class of membership of each Member (if applicable);

iii. The date on which each Member's name was entered into the Register; and

iv. The name and date of appointment of each Representative.

(b) Any change in the membership of the Association must be recorded in the Register within 28 days.

7.2. Inspecting and Copying the Membership Register

(a) The Membership Register is available for inspection, free of charge, by any current Member upon written request to the Board.

(b) A Member may make a copy of entries in the Membership Register, after formally seeking approval, from the Board, to undertake this action.

(c) A Member may apply, in writing, to the Board for a copy of the Register. The Board may in its discretion require the Member to provide a “Statutory Declaration” setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.

(d) The Board in its discretion may charge a reasonable fee for providing a copy of the Register.

(e) A Member must not use or disclose any information in the Register for any purpose other than a purpose that:

i. Is directly connected with the affairs of the Association; or

ii. Relates to the administration of the Act.

8. General Meetings

8.1. Annual General Meetings

(a) The Association must hold an Annual General Meeting once in each calendar year and no later than 6 months after the end of each Financial Year, except where the Commissioner has allowed for a longer period under the Act.

(b) The Board must determine the place, date and time of the Annual General Meeting.

8.2. Business at Annual General Meeting

Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:

(a) Reviewing the Association's activities and finances since the last preceding Annual General Meeting;

(b) Confirming the Minutes of the last preceding Annual General Meeting and of any other General Meeting held since the last preceding Annual General Meeting;

(c) Receiving and Considering:

i. The Board's Annual Report on the Association's activities during the preceding Financial Year;

ii. If the Association is a Tier 1 Association, the Financial Statements of the Association for the preceding Financial Year presented under Part 5 of the Act;

iii. If the Association is a Tier 2 Association or a Tier 3 Association, the Financial Report of the Association for the preceding Financial Year presented under Part 5 of the Act; and

iv. If required to be presented for consideration under Part 5 of the Act, a copy of the review report or the auditor's report on the Financial Statements or Financial Report (as applicable);

(d) Electing Board Members:

(e) Appointing an auditor or reviewer and fixing their remuneration (where relevant); and

(f) Transacting any other business which under this Constitution or the Act may properly be brought before the meeting.

8.3. Special General Meetings

(a) The Board may at any time convene a General Meeting of the Members, or of any class of Members.

(b) The Board must convene a General Meeting of Members if it receives a request to do so and the following requirements are met:

i. The request is made with at least 20% Members with the ability to cast votes at a General Meeting.

ii. The request is in writing, signed by all the Members making the request, and states the business to be conducted at the General Meeting; and

iii. The request is lodged with the Secretary or the Chairperson in the absence of the Secretary.

(c) On receipt of a request from Members under clause 8.3(b), the Board must:

i. Give all Members 21 days' notice of the General Meeting;

ii. Hold the General Meeting within 2 months of the date of the request.

(d) Subject to the Act, the Board may cancel or postpone any General Meeting or change its venue by giving notice to all persons to whom the notice of the original meeting was given, but may not cancel a General Meeting which was called or requested by Members, without the prior written consent of those Members.

8.4. Failure of Board to hold a General Meeting requested by Members

(a) If the Board fails to convene a General Meeting within the time period specified in clause 8.3(c), the Members who made the request may call and arrange to hold a General Meeting.

(b) A General Meeting called under clause 8.4(a) must be held within 3 months after the date of the original request under clause 8.3(b) and may only consider the business stated in the original request.

(c) As far as reasonably practicable, a General Meeting under this clause 8.4 must be called and held in the same way in which General Meetings of the Association are called.

(d) The Association must bear the reasonable expenses of calling and holding a General Meeting under this clause 8.4.

8.5. Notice of General Meetings

(a) Notice of every General Meeting must be given in the manner authorised by clause 17.1 to every Member and Board Member; and to any reviewer or auditor of the Association.

(b) No other person is entitled to receive notice of a General Meeting, except any person authorised by the Board.

(c) Notice of General Meetings (including Annual General Meetings) must be provided to Members at least 21 days before any General Meeting.

8.6. Content of Notice of General Meetings

The notice of General Meeting must:

(a) Specify the place, date and time for the General Meeting (and, if the meeting is to be held in two or more places in accordance with clause 8.8, the technology that will be used to facilitate this);

(b) State the general nature of the business to be transacted at the General Meeting;

(c) If a Special Resolution is to be proposed at the General Meeting, set out an intention to propose the Special Resolution & state the resolution; and

(d) Contain a statement of each Member's right to appoint a natural person who is also a Member as their proxy.

8.7. Failure to Give Notice

Any resolution passed at a General Meeting is not invalidated by:

(a) The accidental omission to give Notice of a General Meeting to any Member or non- receipt of that notice by a Member; or

(b) The accidental omission to send out the instrument of proxy to a person entitled to receive

notice or non-receipt of that instrument by a Member.

8.8. Use of Technology

(a) The Association may hold a General Meeting (including an Annual General Meeting) at 2 or more venues using any technology that gives Members a reasonable opportunity to participate, provided that arrangements are made at each venue for the recording of all votes cast;

(b) The General Meeting is taken to be held where the Chairperson of the General Meeting conducts the General Meeting.

(c) All proceedings conducted in accordance with this clause 8.8 are as valid as if conducted at a single gathering of a quorum of those entitled to be present.

8.9. Quorum

(a) No business may be transacted at a General Meeting unless a quorum of Members are present at the time when the meeting proceeds to business;

(b) Except as otherwise provided in this Constitution, a quorum constitutes 5 Members are present and eligible to vote at the General Meeting.

8.10. If a Quorum not Present

If a quorum is not present within 30 minutes after the time appointed for the General Meeting in the notice:

(a) Where the meeting is convened on the requisition of Members, the meeting must be automatically dissolved; or

(b) In any other case:

i. The meeting stands adjourned to a day and at a time and place as the Board decides or, if no decision is made by the Board, to the same day in the next week at the same time and place; and

ii. If no quorum is present at the resumed meeting within 30 minutes after the time appointed for the meeting, provided at least 2 Members eligible to vote are Present at the resumed meeting, they will be taken to constitute a quorum.

8.11. Adjournments

(a) The Chairperson may, and must if directed to do so by the General Meeting, adjourn a General Meeting from time to time and from place to place.

(b) Only business left unfinished at a meeting which was adjourned may be transacted at a meeting resumed after an adjournment.

(c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

(d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. In all other cases, it is not necessary to give notice of the adjourned meeting.

9. Voting at General Meetings

9.1. Voting Rights

(a) At General Meetings, each Member entitled to attend and vote in accordance with this Constitution:

i. Has one vote on each resolution; and

ii. May attend and vote in person or by proxy, or attorney.

(b) A Member may appoint a natural person who is also a Member as their proxy to attend and vote at General Meetings on behalf of the Member.

9.2. Members' Resolutions

(a) A Resolution put to the vote at a General Meeting must be decided by a majority of votes cast by the Members Present at the General Meeting, except where it is required by this Constitution or otherwise by law that the Resolution be a Special Resolution.

(b) A Resolution put to the vote at a General Meeting must be decided in the manner determined by the Chairperson, which may be on a show of hands or a Poll.

(c) Any 3 Members Present at a General Meeting may demand a Poll.

(d) A Poll is to be taken in the manner and at the time the Chairperson directs, except that any Poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately. The Chairperson may determine the method of recording votes cast, including proxy votes, in any written form, which may be a written record of votes cast. Individual voting papers are not mandatory to record votes cast on a Poll.

(e) Before a vote is taken, the Chairperson must inform the General Meeting whether any proxy votes have been received and how the proxy votes are to be cast on the resolution.

(f) In the case of an equality of votes on a show of hands or on a Poll, the Chairperson of the relevant General Meeting has a casting vote in addition to the Chairperson's deliberative vote (if any).

(g) A declaration by the Chairperson that a Resolution has on a show of hands or on a Poll been carried or lost and an entry to that effect in the minutes of the meeting is conclusive evidence of that fact.

(h) Neither the Chairperson nor the Minutes of the Meeting need to state the number or proportion of the votes recorded in favour or against the resolution.

9.3. Objection to Qualification to Vote

(a) An objection to a person's right to vote at a General Meeting:

i. May only be raised at the General Meeting or adjourned meeting at which the vote objected to is tendered; and

ii. Must be determined by the Chairperson of the meeting, whose decision is final.

(b) A vote allowed after an objection is valid for all purposes.

9.4. Direct Voting

(a) The Board may determine that, at any General Meeting or class meeting, a Member who is entitled to attend and vote on a resolution at that meeting is entitled to vote by direct vote in respect of that resolution. A direct vote includes a vote delivered to the Association by post or any other means approved by the Board, subject to compliance with the Act.

(b) Where clause 9.4(a) applies, the notice of meeting must indicate that direct voting is available at the relevant meeting or on particular resolutions.

(c) The Board may prescribe procedures in relation to direct voting, including (without limitation):

i. Specifying the form, method and timing of casting a direct vote at a meeting for the vote to be valid; and

ii. The circumstances in which a direct vote may be withdrawn by the Member or deemed withdrawn.

9.5. Votes Counted in Error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

(a) Detected at the same General Meeting; and

(b) Of sufficient magnitude, in the opinion of the Chairperson, as to invalidate the resolution.

10. Minutes

(a) The Board must cause Minutes to be made of:

i. Proceedings and Resolutions of General Meetings of the Members and Resolutions passed by Members without a meeting;

ii. all appointments of Board Members; and

iii. Proceedings and Resolutions of Board meetings and Resolutions passed by the Board without a meeting, and retain the Minutes in a Minute record that is backed up and accessible by two people.

(b) Minutes created on digital platforms, such as email may take many forms. The final minutes of such platforms must include the full proposal and the final acceptance or rejection of each member of the board in a record backed up & accessible by two people & retained in the official Minutes file.

(c) The Association must ensure that Minutes are duly signed within a reasonable time after the date of the meeting or of the Resolution being passed by:

i. the Chairperson of the meeting;

ii. the Chairperson of the next meeting; or

iii. In the case of a Resolution without a meeting, a Board Member.

(d) In the absence of evidence to the contrary, contents of the Minute book that is recorded and signed in accordance with this clause 10 is evidence of the matters shown in the Minute.

11. Board

11.1. The Board

(a) The affairs of the Association will be managed by a Management Committee (Board) consisting of a minimum of 4 and a maximum of 12 Board Members, with the Board responsible for determining the appropriate number of Board Members (up to the maximum) from time to

time.

(b) The Board must meet as often as required to discharge its duties, with a gap of no more than 3 months between each Board meeting.

(c) At each Annual General Meeting, the Members will determine which Board Members will hold the following offices on the Board, with any remaining Board Members to be ordinary Board Members:

i. A Chairperson

ii. A Vice Chairperson

iii. A Secretary;

iv. A Treasurer; and

v. any other office holders designated by the Board from time to time.

11.2. Powers of the Board

(a) The Board is responsible for managing the business of the Association and may exercise all powers of the Association which are not required by the Act or this Constitution to be exercised by the Association in a General Meeting.

(b) Without limiting the generality of clause 11.2(a), the Board may exercise all the powers of the Association to:

i. Acquire, hold, deal with, and dispose of any real or personal property;

ii. Open and operate bank accounts;

iii. Borrow money on terms and conditions as the Board thinks fit;

iv. Invest money not immediately required for the Objects as the Board thinks fit;

v. Grant security for the discharge of liabilities and obligations of the Association;

vi. Appoint agents to transact business on behalf of the Association; and

vii. Enter into any contract or arrangement.

11.3. Sub-Committees

(a) The Board may create sub-committees as it sees fit, consisting of such Members, Board Members or other persons who are not Members, as the Board deems fit;

(b) The Board may delegate to any sub-committee the exercise of such functions of the Board as are specified in the delegation other than:

(i) The power of delegation; and

(ii) A function which is a duty imposed on the Board by the Act or any other Law.

(c) A sub-committee must exercise the powers granted to it in accordance with any direction of the Board. Any power exercised in accordance with this clause 11.2(c) is taken to be exercised by the Board;

(d) Clauses 15.1, 15.2, 15.4 and 15.6 apply to any sub-committee as if each reference in those clauses to the Board Members was a reference to the members of the sub- committee and

each reference to a Board meeting were to a sub-committee meeting;

(e) Minutes of all the proceedings and decisions of every sub-committee must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act to be made, entered and signed.

11.4. Payment to Board Members

(a) The Association must not pay fees to a Board Member for acting as a Board member.

(b) The Association may, by resolution of the Board:

(i) Reimburse a Board Member for out-of-pocket expenses incurred in connection with the performance of the Board Member's functions; and

(ii) Pay premiums on insurance policies indemnifying Board Members and any other Officers of the Association against liabilities, damages, costs, charges and expenses of any kind incurred as a Board Member or Officer.

11.5. Indemnity

To the full extent permitted by law and without limiting the Powers of the Association, the Association may indemnify any person who is or has been an Officer of the Association against all losses, liabilities, damages, costs, charges and expenses of any kind incurred by the Officer as an Officer of the Association.

12. Responsibilities and Roles of Board Members

12.1. Responsibilities of Board Members and declaring interests

(a) Each Board Member must exercise their powers and discharge their duties as Board Member in accordance with the Act and all applicable laws.

(b) A Board Member who has a material personal interest in a matter which is or will be considered at a Board meeting must:

i. As soon as the Board Member becomes aware of the interest, disclose at the relevant Board meeting the nature and extent of the interest and how the interest relates to the activity of the Association;

ii. Not be present while the matter is being considered at the Board meeting or vote on the matter; and

iii. Ensure the nature and extent of the interest and how the interest relates to the activity of the Association is disclosed at the next General Meeting to the extent required by Section 42 of the Act.

(c) Clause 12.1(b) does not apply to any material personal interest that exists only because the Board Member:

i. Is an employee of the Association;

ii. Is a member of a class of persons for whose benefit the Association is established; or

iii. That the Board Member has in common with all, or a substantial proportion of, the Members.

12.2. Chairperson

(a) The Chairperson will chair Board meetings and General Meetings;

(b) Where a Board meeting is held and the Chairperson is not present or declines to act as chair, the Vice Chairperson will chair the Board or General;

(c) Where a General Meeting is held and the Chairperson and Vice chairperson is not present or declines to act as chair, the Board Members present must elect one of their number to chair the meeting;

(d) Where a person chairs a meeting under clauses 12.2(a) or 12.2(c), in relation to that meeting, references to the Chairperson in this Constitution include a reference to that person.

12.3. Vice Chairperson

The Chairperson will be the Vice Chairperson at Board meetings and General Meetings and become the Chair in the absence of the Chairperson;

(a) Where a Board meeting is held and the Vice Chairperson is not present or declines to act as chair, the Board will elect a person from their number to chair the meeting;

(b) Where a General Meeting is held and the Vice Chairperson is not present or declines to act as chair, the membership with elect a Chairperson to chair the meeting;

(c) Where a person chairs a meeting under clauses 12.2(a) or 12.2(c), in relation to that meeting, references to the Chairperson in this Constitution include a reference to that person.

12.4. Secretary

The Secretary's responsibilities include ensuring the following tasks are carried out:

(a) preparing notices of meeting for Board meetings and General Meetings;

(b) keeping the minutes of Board meetings and General Meetings and recording any resolutions passed by the Board without a meeting;

(c) In conjunction, with the Treasurer, maintain the Register in accordance with section 53 of the Act and clause 7.1; and providing for Members to inspect the Register and take copies in accordance with the Act and clause 7.2;

(d) Recording in the relevant minutes disclosures of material personal interests of Board Members made at Board meetings and General Meetings;

(e) Maintaining records of Board Members, any other Officers and any appointed trustees in accordance with section 58 of the Act and clause 13.5 and providing for Members to inspect these records and take copies in accordance with the Act and clause 13.6;

(f) Maintaining an up-to-date copy of this Constitution in accordance with section 35 of the Act and providing for Members to inspect this Constitution and take copies in accordance with the Act;

(g) Ensuring that all notices of the Association are duly given in accordance with this Constitution or as required by law;

(h) Unless the Board resolves otherwise, being responsible for the secure custody of the books, records and documents of the Association at the Association's premises or any other suitable place; and

(i) Generally performing all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Board from time to time.

12.5. Treasurer

The Treasurer's duties include:

(a) Coordinating the collection of amounts payable to the Association, crediting them to the appropriate account of the Association and issuing receipts on behalf of the Association;

(b) Paying out the funds of the Association in accordance with authority from the Board or the Members;

(c) Ensuring the Association complies with all financial reporting obligations imposed on it under the Act, including (*but not limited to*):

i. Keeping and retaining Financial Records in accordance with Division 2 of Part 5 of the Act;

ii. Co-ordinating the preparation of the Association's Financial Report or Financial Statements in accordance with the applicable requirements of Division 3 of Part 5 of the Act, for submission to Members at the Annual General Meeting; and

iii. Where a review or audit of the Association's Financial Report or Financial Statements is being conducted, providing any assistance required by the auditor or reviewer;

(d) Unless the Board resolves otherwise, being responsible for the secure custody of the Association's Financial Records, Financial Reports and Financial Statements (as applicable), for at least 7 years after their creation;

(e) Reporting to the Board on the financial status and performance of the Association; and

(f) Generally performing all duties incidental to the office of treasurer and such other duties as may be assigned to him or her by the Board from time to time.

13. Election or Appointment of Board Members

13.1. Eligibility

(a) Any person may become a Board Member either:

i. By election at an annual general meeting under clause 13.3(c); or

ii. By appointment of the Board under clause 14.2(a).

(b) A person is eligible for election or appointment to the Board only if they:

i. Are a Member who is a natural person. A Representative is not eligible for election or appointment to the Board;

ii. Are not disqualified under sections 39 and 40 of the Act or any other legislation which applies to the Association; and

iii. Satisfy any eligibility requirements set out in this Constitution or determined by the Board from time to time.

13.2. Term of Office and Re-Appointment or Re-Election

(a) The term of office of a Board Member (Term):

i. begins, as applicable, when the Board Member is:

a) elected at an Annual General Meeting in accordance with clause 13.3(c), or

b) appointed to fill a casual vacancy in accordance with clause 14.2, and

ii. Ends at the conclusion of the next Annual General Meeting after the Board Member's election or appointment, or otherwise under clause 14.1.

(b) Subject to the Act, the Association in a General Meeting may by resolution remove a Board Member from the Board.

13.3. Nomination for the Board

(a) Any Member who wishes to stand for election to the Board must send a nomination to the Secretary at least 14 days before the Annual General Meeting.

(b) A nomination under clause 13.3(a) must be in writing in such form as is approved by the Board from time to time and signed by the Member.

(c) In the nomination form the Member must certify that they are eligible to be elected to the Board in accordance with clause 13.1 The Board may reject a nomination if in its reasonable opinion, the Member is not eligible for election to the Board.

13.4. Election of Board Members

(a) At the Annual General Meeting, each Board Member's term of office ends and all vacancies on the Board are open for election;

(b) A retiring Board Member is eligible for re-election without needing to give any prior notice of an intention to submit for re-election and holds office as a Board Member until the end of the meeting at which the Board Member retires;

(c) There must be a separate election for each vacancy on the Board;

(d) If there is no nomination for any position on the Board under Clause 13.3, the Chairperson may call for nominations from the Members Present at the Annual General Meeting;

(e) If only one Member has nominated for any Board position, the Chairperson must declare that Member elected to the position;

(f) If more than one Member has nominated for a Board position, the Members Present must vote to elect the Board Member, in accordance with any procedures set by the Board. A Member who has nominated for a Board position may vote for himself or herself;

(g) Any person elected to the Board who has not completed a nomination in accordance with clause 13.2 must within 14 days confirm in writing to the Board their eligibility under cause 13.1(b). If the person is not eligible, their appointment to the Board is deemed not to have taken place.

13.5. Board Register

(a) The Secretary (or any person authorised by the Board) must keep and maintain a Board Register in accordance with section 58 of the Act, including:

i. The name; and

ii. At least one of the residential address, business address, post office box address or email address, for each person identified in clause 13.5(b).

(b) Clause 13.5(a) applies to:

i. Each Board Member;

ii. Any other person who holds any office in the Association;

iii. Every person who is authorised to use the seal of the Association (if any); and

iv. Any person who is appointed or who acts as trustee on behalf of the Association.

13.6. Inspecting and Copying the Board Register

(a) The Board Register is available for inspection free of charge by any Member upon written request to the Secretary;

(b) A Member may make a copy of entries in the Board Register or take an extract but a Member does not have the right to remove the Board Register for that purpose;

(c) A Member must not use or disclose any information in the Board Register for any purpose other than a purpose that:

i. Is directly connected with the affairs of the Association; or

ii. Relates to the administration of the Act.

14. Resignation and Removal from Office

14.1. Vacancy on the Board

A Board Member's Term ends and that office becomes vacant if the Board Member:

(a) Dies, or resigns by notice in writing delivered to the Secretary or, if the Board Member is the Secretary, to the Chairperson;

(b) Is or becomes ineligible to act as a Board Member under clause 13.1;

(c) Becomes physically or mentally incapable of performing the Board Member's duties and the Board resolves that the Board Member's office be vacated for that reason;

(d) Is absent from more than:

i. 3 consecutive Board meetings without leave of absence granted from the Board; or

ii. 3 Board meetings in the same Financial Year without tendering an apology to the relevant Chairperson of each meeting, which apology is accepted by the Chairperson, and the Board determines that the Board Member's office be vacated for that reason;

(e) Engages in conduct detrimental to the interests of the Association including (without limitation) if the Board Member has brought the Association into disrepute and the Board resolves that the Board Member's office be vacated for that reason;

(f) Ceases to be a Member; or

(g) Is the subject of a “Resolution” passed by Members terminating the Board Member's appointment as a Board Member.

14.2. Filling Casual Vacancies

(a) The Board may appoint a Member (who is eligible under clause 13.1) at any time to fill a Board position:

i. That has become vacant under clause 14.1; or

ii. That was not filled in accordance with clause 13.4.

(b) A Board Member appointed under clause 14.2(a) holds office until the conclusion of the next Annual General Meeting, and is eligible for election or appointment to the Board in accordance with this Constitution.

14.3. Return of Books and Records

(a) As soon as practicable after a Board Member's term of office ends, that person (or if the Board Member has died, their personal representative) must deliver to the Board all books, records and documents of the Association in the Board Member's possession, whether in hard copy or electronic format.

(b) The Board may require the outgoing Board Member to certify in writing that, having complied with clause 14.3(a), the Board Member has destroyed all remaining electronic copies of books, records and documents of the Association.

15. Board Proceedings

15.1. Calling and holding Board Meetings

(a) The Board must meet as often as required to discharge its duties, with a gap of no more than three (3) months between each Board meeting;

(b) The Chairperson may call a Board meeting by giving reasonable notice to each Board Member;

(c) The Secretary (or any Board Member in the Secretary's absence) must call a Board meeting when requested to do so by any two (2) Board Members;

(d) The Board may adjourn and otherwise regulate its meetings as it thinks fit.

15.2. Meetings by Telecommunications

Without limiting the Board's power to regulate its meetings as it thinks fit, the Board may hold a valid meeting using any medium by which each of the Board Members can simultaneously hear all the other participants (including telephone, video conferencing or any other means of instant communication), and in that case:

(a) The participating Board Members are taken to be present at the meeting for the purposes of this Constitution;

(b) The meeting is taken to be held where the Chairperson of the meeting is;

(c) If a failure in communications prevents any Board Member present at the meeting from participating in the meeting, then the meeting will be suspended until communications are restored, unless communications cannot be restored within 15 minutes, in which case the meeting will be deemed to have terminated; and

(d) All proceedings of the Board conducted in accordance with this clause 15.2 are as valid and effective as if conducted at a meeting at which all of the Board Members were present in person.

15.3. Quorum

(a) At a Board meeting, the number of Board Members whose presence is necessary to constitute a quorum is three (3).

(b) If any office on the Board becomes vacant, the remaining Board Members may act but, if the total number of remaining Board Members is not sufficient to constitute a quorum at a Board

meeting, the Board Members may act only for the purpose of:

i. Approving new Member applications for the purpose of appointing those new Members as additional Board Members;

ii. Increasing the number of Board Members to a number sufficient to constitute a quorum; or

iii. Convening a General Meeting.

15.4. Guests at Board Meetings

(a) The Board may invite a Member or any other person who is not a Board Member to attend a Board meeting or any part thereof.

(b) A person invited to attend a Board meeting under clause 15.4 (a) has no right to vote and no right to do any of the following without the Board's consent:

i. Receive any agendas, notices or papers relating to the Board meeting; and

ii. Comment on any matters discussed at the Board meeting.

15.5. Board Resolutions

(a) Subject to this Constitution, a resolution of the Board must be passed by a majority of the votes of Board Members present and entitled to vote on the resolution;

(b) Subject to clause 15.5 (c), each Board Member has one vote on any resolution on which the Board Member is entitled to vote;

(c) In the case of an equality of votes, the Chairperson has a second or casting vote in addition to the Chairperson's deliberative vote (if any).

15.6. Written Board Resolutions

(a) The Board may pass a resolution without a Board Meeting being held if a majority of the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document;

(b) Identical copies of the document may be distributed for signing by different Board Members and taken together will constitute the same document;

(c) A Board Member may send their statement by letter, fax, email or any means approved by the Board signed with their name and indicating their approval; and

(d) The resolution is passed when the last Board Member signs the document.

15.7. By-Laws

(a) The Board has the power to make by-laws regulating the establishment, organisation and conduct of the Association, provided such by-laws are not inconsistent with this Constitution or the Act.

(b) All by-laws made and in force from time to time are binding on the Members.

15.8. Acts valid despite defective appointment

Subject to the Act, any act done at any Board meeting by any person acting as a Board Member, even if it is later discovered that there was some defect in the appointment or election of any such Board Member

or that the Board member was not eligible for election under clause 13.1, is valid as if the Board Member had been duly appointed and was qualified to be a Board Member.

16. Execution of Documents

16.1. Execution generally

(a) The Association may validly execute a document (including a deed) if the document is signed by a Board Member and countersigned by another Board Member or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

(b) Clause 16.1(a) does not limit the Board's ability to authorise a person who is not a Board Member to execute a document for and on behalf of the Association.

16.2. Common Seal

(a) The Association need not have or use a common seal to execute documents or deeds;

(b) Where the Association has a Common Seal, it must only be used with the authority of the Board. The Secretary or any other Board Member authorised by the Board must ensure the safe custody of the seal; and

(c) The Secretary must record in a seal register details of every document to which the common seal of the Authority is fixed.

17. Notices

17.1. How notice to be given

All notices, including notices of meeting and ballot papers, may be given by the Association to any Member by:

(a) Serving it on the Member personally;

(b) Sending it by post to the Member's nominated address;

(c) Sending it by email to an email address nominated by the Member, or by any other electronic means nominated by the Member; (except in the case of ballot papers for a written ballot); or

(d) Giving it by any other means permitted or contemplated by the Act.

17.2. When Notice is Given

A notice is deemed to be given by the Association and received by the Member:

(a) If delivered in person, when delivered to the Member;

(b) If posted, on the day after the date of posting to the Member, whether delivered or not;

(c) If sent by facsimile transmission, on the day after the date of its transmission; or

(d) If sent by email or other electronic means, on the day after the date of its transmission, but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

17.3. No notice of no valid address

If:

(a) Any Member has not provided to the Association an address for registration in the Register; or

(b) The Association believes that a Member is not known at the address registered in the Register,

Unless and until the Member provides a valid address to the Association, all notices to be sent to that Member are taken to be given to the Member if the notice is displayed at the Association's address or website for 48 hours, and are taken to be served at the commencement of that period.

18. Funds and Accounts

18.1. Control of funds

(a) Subject to clause 18.9, the funds of the Association must be kept in an account or accounts in the name of the Association in a financial institution determined by the Board;

(b) The Board is responsible for expenditure of the funds of the Association and may authorise any other person or persons to expend the funds of the Association within specified limits, and subject to appropriate supervision;

(c) The funds of the Association are to be used to do:

i. Anything which it considers will advance or achieve the Objects; and

ii. All other things that are incidental to carrying out the Objects.

(d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association are to be executed by:

i. Any 2 Board Members; or

ii. Any person or persons authorised by the Board, within the expenditure limits specified by the Board.

(e) All electronic payments by the Association are to be made or authorised by:

i. Any 2 Board Members; or

ii. Any person or persons authorised by the Board, within the expenditure limits specified by the Board.

18.2. Source of funds

The Association may derive funds in any way permitted by the Act.

18.3. Financial Records

(a) The Association must keep Financial Records that:

i. Correctly record & explain its transactions, financial position & performance; and

ii. Enable true and fair Financial Statements to be prepared in accordance with Part 5 of the Act.

(b) The Association must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.

(c) The Association must allow the Board Members and the auditor to inspect those accounts at all reasonable times.

18.4. Financial reporting, audit and review

(a) The Board must cause the Association to comply with all financial reporting obligations imposed on it under the Act or any other applicable legislation.

(b) Without limiting clause 18.4(a), the Board must cause the Association to:

i. If it is a Tier 1 Association, prepare annual Financial Statements, presented under Part 5 of the Act;

ii. If it is a Tier 2 Association or Tier 3 Association, prepare an annual Financial Report, presented under Part 5 of the Act;

iii. Have its Financial Statements or Financial Report reviewed or audited (as applicable) if:

a) It is required under the Act or under any other law or regulatory requirement applicable to the Association;

b) It is directed by the Commissioner; or

c) The Members pass a Resolution requiring it; and

iv. If required to be presented for consideration under Part 5 of the Act, present a copy of the report of the review or the auditor's report on the Financial Statements or Financial Report (as applicable) to the Annual General Meeting.

18.5. Financial Year

The Financial Year of the Association is the 12-month period starting on 1st July and ending on 30 June in the following year.

18.6. Inspection of records

(a) Subject to the Act and to this Constitution, the Board must determine whether and on what terms the books, records and other documents of the Association will be open to the inspection of Members other than Board Members.

(b) A Member, other than a Board Member, does not have the right to inspect any document of the Association except as provided by the Act, or otherwise as authorised by the Board.

18.7. Conduit Policy

Any allocation of funds or property to other persons or organisations will be made in accordance with the established purpose of the Association and not be influenced by the preference of the donor.

18.8. Establishment of a ~~the Torbay Public~~ Gift Fund

(a) The Association must establish and maintain a ~~public~~ gift fund ~~to be called the Torbay Catchment Group Public Fund~~ for the specific purpose of supporting the environmental objects of the Association.

(b) The ~~Public~~ Gift Fund is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account.

(c) The ~~Public~~ Gift Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the *Income Tax Assessment Act 1997*.

(d) To maintain the Gift Fund the Association must maintain for the principal purpose of the fund,

a Gift Fund:

i. to which gifts of money or property for that purpose are to be made

ii. to which deductible contributions for that purpose are to be made

iii. to which any money received by the entity because of such gifts or deductible contributions is to be credited

iv. that does not receive any other money or property.

~~(c)~~(e) The Association must use the gift fund only for the principal purpose of the fund.

~~**18.9. Rules of the Public Fund**~~

~~The Public Fund will have the following rules:~~

~~(a) The objective of the Public Fund is to support the Associations environmental purposes;~~

~~(b) Members of the public are invited to make gifts of money or property to the fund for the environmental purposes of the Association;~~

~~(c) Money from the interest or donations, income derived from donated property, and money from the relation of such property is to be deposited into the Public Fund;~~

~~(d) A separate bank account is to be opened to deposit money donated to the Public Fund including interest accruing thereon, and gifts to it are to be kept sperate from other funds of the Association;~~

~~(e) Receipts are to be issued in the name of the Public Fund and proper accounting records and procedures are to be kept and used for the fund;~~

~~(f) The Public Fund will be operated in a non-for -profit basis; and~~

~~(g) A public fund management committee of no fewer than three persons appointed by the Association will administer the Public Fund.~~

~~18.10.~~18.9. Ministerial Rules

The Association agrees to comply with any rules that the Australian Tax Office may make to ensure the gifts make to the Public Fund are only used for its principal purpose.

19. Resolving disputes

19.1. Application of disputes procedure

The disputes procedure set out in this clause applies to disputes under or relating to this Constitution between:

(a) A Member and another Member or Members; and

(b) A Member or Members and the Association.

19.2. Disputes procedure

(a) The parties to the dispute must attempt to resolve the dispute (in person or by telephone, email, or any other means of communication) within 14 days after the dispute comes to the attention of all of the parties. In the case of a dispute involving the Association, the Chairperson (or any Board Member appointed by the Chairperson) will represent the Association.

(b) If the parties are unable to resolve the dispute within the 14-day period specified in clause (a), either party may initiate the dispute resolution procedure by giving a written notice to the Secretary identifying the parties to the dispute and the subject of the dispute.

(c) Within 21 days of receipt of a notice under clause (b), a Board meeting must be convened to determine the dispute.

(d) The Secretary must give the parties to the dispute at least 7 days' prior written notice of the Board meeting, informing them that they may attend the meeting (in person or via telephone, video conferencing or any other available means of instant communication) and make oral or written submissions (or both).

(e) At the Board meeting, the Board must:

i. Give each party to the dispute a full and fair opportunity to make oral or written submissions and must give reasonable consideration to any submissions; and

ii. Determine the dispute.

(f) Written notice of the Board's decision regarding the dispute must be given to all parties to the dispute within 7 days after the Board meeting;

(g) If any party to the dispute is not satisfied with the Board's decision, the Board may refer the matter to an external dispute resolution procedure in accordance with by- laws made by the Board for that purpose.

20. Affiliation & membership of other similar organisations

The Board may determine that the Association will affiliate with or become a member of, or accept affiliation with or membership of, any organisation (including any regional or international association) having similar or like interests to the Association.

21. Winding-up, cancellation and distribution of surplus property

21.1. Winding up the Association

(a) For the purposes of this clause "Surplus Property" has the meaning given in section 3 of the Act.

(b) Subject to the Act, the Association may cease its activities and be wound up or cancelled in accordance with a Special Resolution.

(c) Subject to clause 21.2(a), if upon the winding up or dissolution of the Association there remains any Surplus Property, such property will not be paid to or distributed among the Members but will be given or transferred to one or more organisations listed in section 24(1) of the Act with objects similar to the Objects.

(d) The organisation or organisations selected for the purpose of clause 21(c) will be determined by a Special Resolution or if it not practicable to obtain such a Special Resolution, by a Judge of the Supreme Court of Western Australia who has jurisdiction in the matter.

21.2. Winding up of the ~~Public~~ Gift Fund

If the Gift F~~f~~und, authority or institution is wound up or if the endorsement (if any) of the organisation as a deductible gift recipient for the operation of the fund, authority or institution is revoked, any surplus assets of the gift fund remaining after the payment of liabilities attributable to it, shall be transferred to a charity (fund, authority or institution) with a similar charitable purpose to which income tax-deductible

gifts can be made.

22. Variation or Amendment of Constitution

This Constitution may be varied, amended or rescinded from time to time by Special Resolution in accordance with Division 2 of Part 3 of the Act.