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## COMMUNITY LEGAL CENTRES SOUTH AUSTRALIA INCORPORATED

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### CONSTITUTION

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**July 2023**

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## PART A - PREAMBLE

Community Legal Centres South Australia Incorporated is the peak body for all Community Legal Centres in South Australia. The Association is an independent, not-for-profit organisation which aims to provide support, advocacy and representation to and for members of the South Australian CLC community who offer legal advice, advocacy casework, referrals and legal representation.

## PART B - INTRODUCTION

### 1. NAME OF ASSOCIATION

The name of the Association is the Community Legal Centres South Australia Incorporated Registration Number A906.

### 2. DICTIONARY

In this Constitution:

**Act** means the *Associations Incorporation Act 1985 (SA)* as amended from time to time and as it applies to the Association, and reference to a **section** is to a section of that legislation and includes any section that substantially replaces that section and deals with the same matter.

**Associate Member** has the meaning given by clause 11.3 of this Constitution.

**Association** means the incorporated association referred to in clause 1.

**Annual General Meeting** or **AGM** has its meaning in the Act.

**Board** means the Board of the Association.

**Body Corporate** means a legal entity that is not a natural person (an individual) and includes other Associations, organisations, corporations and businesses.

**Member Organisation** means a Member that is an organisation.

**Business Day** means a day other than:

- (a) a Saturday, Sunday;
- (b) a day which is a public holiday or bank holiday in South Australia; or
- (c) a day that falls between any 22 December and the next following 3 January.

**Chairperson** means at any time the chairperson of the Association appointed to that office by the Board in accordance with this Constitution.

**Community** means a local or geographic community and / or community of interest.

**Community Legal Centre** means an organisation which:

- a) operates independently from government, commercial and professional bodies;
- b) is not for profit, based in a Community and has goals and priorities established in response to the Community it aims to serve;
- c) operates a law practice (as that term is defined in the *Legal Practitioners Act 1981 (SA)*), providing:
  - i) legal services to disadvantaged sections of its Community, with at least 90% of those legal services (assessed on an hourly basis) being provided without charge;
  - ii) effective ways of informing its Community members of their legal rights and responsibilities;

- iii) disadvantaged sections of its Community and / or the public generally in public interest matters with access to legal and / or related services;
- iv) advocacy for the development of laws, administrative practices and a legal justice system which is fair, just and accessible to all;
- v) engagement with its Community to ensure that areas of unmet needs are detected and appropriate services developed; and
- vi) management and operational structures which enable the involvement of the Community it aims to serve.

**Constitution** means the rules of the Association set out in this document, as varied or amended from time to time.

**Director** means a member of the Management Committee.

**Financial Year** has the same meaning in the Act.

**Full Member** has the meaning given in clause 11.1 of this Constitution.

**Funded** means receiving funding under the *National Legal Assistance Partnership 2020-25*, being the partnership agreement between the Australian Government and all states and territories for Commonwealth funded legal assistance, as amended or renewed from time to time, or any successor form of Government funding (Federal or State) for the legal assistance of disadvantaged people of communities.

**General Meeting** means a general meeting of Members of the Association convened in accordance with this Constitution.

**Member** means a member of the Association.

**Membership Obligation** means the obligations of a Member set out at clause 9.

**Member Organisation** means a Member that is a Body Corporate.

**Member Representative** means the representative nominated by a Member Organisation in accordance with clause 32.

**Non-funded** means a Member Organisation that is not Funded.

**Objects** means the objects of the Association as set out in clause 4.

**Office Bearer** means a Board Member described at clause 47.1, and unless otherwise stated includes the Public Officer of the Association.

**Public Officer** means an individual appointed by the Board as the public officer of the Association for the purposes of the Act.

**Register** means the register of members to be kept in accordance with the Act and this Constitution.

**Representative** means a person appointed by a Member Organisation as its representative in accordance with this Constitution.

**Special General Meeting** means a General Meeting that is not an AGM.

**Special Resolution** has the same meaning in the Act.

**Secretary** means at any time a person appointed by the Board to perform the duties of a secretary of the Association.

Subject to the above, expressions in this Constitution have the same meaning as in a provision of the Act which deals with the same matter.

### **3. INTERPRETATION**

In this Constitution: neuter includes masculine and feminine; singular includes plural and *vice versa*; reference to a person includes a body politic or corporate, an individual and a partnership and *vice versa*; headings do not affect construction; another grammatical form of a defined word has a corresponding meaning.

## **PART C - THE ASSOCIATION**

### **4. OBJECTS**

4.1 The sole objects for which the Association is registered under the Act and must be operated are to assist disadvantaged and marginalised people in the South Australian Community to obtain access to legal services by:

- 4.1.1 promoting the development and sustainability of Community Legal Centres;
- 4.1.2 fostering a cooperative and productive relationship between Community Legal Centres to effectively develop new skills and deliver high quality legal assistance services;
- 4.1.3 promoting the provision of legal assistance to disadvantaged sections of South Australia;
- 4.1.4 promoting awareness of the law in South Australia and encouraging the participation of South Australians in the legal process;
- 4.1.5 promoting equal opportunity and access to social justice in the law;
- 4.1.6 promoting diversity of views and voices in the law;
- 4.1.7 advocating for progressive policy and law reform based on the needs of the people of the South Australian Community; and
- 4.1.8 representing and supporting the views of Members.

### **5. POWERS**

- 5.1 The Association shall have all powers conferred by the Act.
- 5.2 The Association may by resolution delegate to one or more sub Boards (consisting of Representatives from such Members or Members of the Association as the Association thinks fit) to exercise functions of the Association as specified in a Special Resolution, other than the power of delegation and a function which is a duty imposed on the Association by the Act or any other law;

### **6. NOT-FOR-PROFIT STATUS**

The assets and income of the Association must be applied solely in furtherance of its Objects and no portion may be distributed directly or indirectly to the Members, except as *bona fide* compensation for services rendered, goods supplied or expenses incurred on behalf of the Association.

### **7. TAXATION STATUS**

- 7.1 The Association may do all things necessary consistent with its objects:
  - 7.1.1 for the income and gains of the Association to be exempt from income tax;

- 7.1.2 to be endorsed as a deductible gift recipient under the Income *Tax Assessment Act 1997*;
- 7.1.3 for the Association to qualify for any concession under any tax law of Australia or of any State or Territory of Australia.

## **PART D - MEMBERS**

### **8. REGISTER OF MEMBERS**

- 8.1 The Register kept by the Association must contain the following information about each Member or former Member:
  - 8.1.1 full name, address, contact phone number;
  - 8.1.2 the type of membership;
  - 8.1.3 the date the Member was appointed;
  - 8.1.4 if the Members' membership was cancelled, the date and summary of reason/s why;
  - 8.1.5 if the Members has resigned, the date the former Member resigned.
- 8.2 The Register may also state an email address to which notices from the Association may be sent to the Member.
- 8.3 From time to time, as the Board sees fit, the Register must be audited to ensure the accuracy of the information recorded on the register.

### **9. MEMBER'S OBLIGATIONS**

- 9.1 A Member must:
  - 9.1.1 adhere to the Association's Constitution and Objects;
  - 9.1.2 promote the aims and interests of the Association;
  - 9.1.3 pay membership fees and such additional levies as maybe decided by the Association from time to time;
  - 9.1.4 perform ongoing self-assessments of compliance with the obligations set out in this clause 9.
- 9.2 Full Members are obliged to:
  - 9.2.1 adhere to the obligations set out in clause 9.1;
  - 9.2.2 work cooperatively with other Community Legal Centres in furthering the aims and interests of the Association;
  - 9.2.3 participate in Association meetings and activities as regularly as is reasonably practicable;
  - 9.2.4 undertake to review, discuss and give due consideration to the decisions of the Association.
- 9.3 Members that refuse or neglect to comply with the Membership Obligations under this clause 9 may have action taken against them, including action leading to suspension in accordance with this Constitution.



**10. MEMBERSHIP IS NOT TRANSFERRABLE**

Membership of the Association is personal to the Member and incapable of transfer.

**11. MEMBERS**

The eligibility criteria for each type of membership is as follows:

Full Membership

11.1 Full Membership of the Association shall be open to any Community Legal Centres that are incorporated in, or have a permanent physical office located within, South Australia that:

11.1.1 agree to comply with the Membership Obligations; and

11.1.2 are admitted to Membership of the Association by the Board.

11.2 Full Members have the right to receive notice of, speak and vote at General Meetings.

Associate Membership

11.3 Associate Membership of the Association is open to organisations, groups or individuals that:

11.3.1 agree to comply with the Membership Obligations; and

11.3.2 support the Objectives of the Association;

11.3.3 operate in South Australia; and

11.3.4 are admitted to the Association by the Board.

11.4 Associate Members do not have the right to vote at General Meetings.

Application for membership

11.5 An application for membership must:

11.5.1 be made in writing to the Secretary;

11.5.2 be supported by a nomination from an existing Member and seconded by another existing Member; and

11.5.3 if the applicant is an organisation, include a copy of the applicant's current constitution.

11.6 An application for membership is approved upon the Board:

11.6.1 approving the application by ordinary resolution;

11.6.2 recording the approval in minutes of Board meetings; and

11.6.3 notifying the approval to the applicant.

11.7 An applicant whose membership has been approved, must make payment of the application fee in force and payable as determined by the Association at a General Meeting (if any) within 28 days of being notified.

11.8 The Board does not need to provide reasons for rejecting an application.

11.9 An applicant for membership dissatisfied with a decision of the Board under this clause may appeal the decision following the procedure in clause 15.

- 11.10 An application received after a General Meeting has been called may only be approved by the Board after that General Meeting has been held.
- 11.11 A person having resigned as a Member may nevertheless make an application for membership in the usual way.

## **12. RIGHT TO AUDIT MEMBERS**

The Association has the right to audit the compliance of a Member with the membership criteria for its class of Membership and the Membership Obligations, upon reasonable notice.

## **13. SUSPENSION OF MEMBERSHIP**

- 13.1 A Member will be suspended with immediate effect if:
  - 13.1.1 it ceases to be eligible to hold Membership of the Association in accordance with this Constitution;
  - 13.1.2 a resolution to suspend the Member is passed by Special Resolution of the Board.
- 13.2 Suspension of a Member shall continue until a resolution is passed by the Board or the Members ending the suspension, or until the suspended Member's membership of Association is cancelled in accordance with clause 14.
- 13.3 A suspended Member is not entitled to attend meetings of Members, other than as part of an appeal process, without written invitation by the Board.
- 13.4 A suspended Member is not entitled to vote at meetings of Members, and shall not be included in any calculation for the quorum for such a meeting.
- 13.5 A Member dissatisfied with a decision of the Board to suspend that Member may appeal the decision to a General Meeting pursuant to clause 15.

## **14. CANCELLATION OF MEMBERSHIP**

- 14.1 The Board may cancel the membership of a Member if the Member becomes a bankrupt or otherwise an insolvent under administration.
- 14.2 The Board may cancel the membership of a Member if:
  - 14.2.1 the Association gives to the Member notice of an annual subscription fee under clause 20 falling due or to become due from the Member; and
  - 14.2.2 the Member fails to pay that annual subscription fee to the Association for at least 40 Business Days after first due.
- 14.3 The Board may cancel the membership of a Member if in the opinion of a majority of the Directors, the Member:
  - 14.3.1 committed conduct likely to bring the Association into disrepute; or
  - 14.3.2 is guilty of a wilful, material breach of this Constitution; or
  - 14.3.3 a Member Representative is under investigation by the Legal Profession Conduct Commissioner;
  - 14.3.4 after at least 2 attempts, made at least 3 months apart, cannot be located and / or contacted by the Association at its residential or electronic address as last recorded on the Register; or
  - 14.3.5 without having given apology, does not attend (personally, by attorney or proxy) at 2 consecutive AGMs,

provided that:

- 14.3.6 at least 20 Business Days before the Board meets to decide the matter the Association gives the Member written notice of the alleged reasons for cessation and an opportunity to be heard or to make a written submission to the Association; and
- 14.3.7 after considering any submission by the Member, the Association notifies the Member of the decision to expel the Member.
- 14.4 A Member dissatisfied with a decision of the Board in relation to themselves under this clause may appeal the decision pursuant to clause 15.
- 14.5 A Member whose membership is cancelled under clause 14.3 may not make application for membership, nor have its membership application considered or approved by the Board for 24 months, even if it is otherwise eligible for membership under this Constitution.

## **15. APPEALS TO A GENERAL MEETING**

- 15.1 An applicant or Member dissatisfied with a decision of the Board under clause 11, 13 or 14 may appeal the decision to the next General Meeting (which may be the AGM) to be called by the Association by giving notice of appeal to the Association within 10 Business Days of being notified of the Board's decision.
- 15.2 If a Member gives notice under clause 15.1:
  - 15.2.1 a decision of the Board under clause in relation to that Member is of no effect pending that next General Meeting; and
  - 15.2.2 the Board's decision being appealed from under clauses 11 or 14, or must be referred to in the notice calling the next General Meeting; and
  - 15.2.3 the Board's decision being appealed from must be confirmed or overturned at the next General Meeting, and if a motion to overturn the decision is put and fails at the General Meeting the decision is taken to be confirmed and takes immediate effect.
- 15.3 If an applicant or Member so appeals a decision, the Board may reverse its original decision at any time before the appeal is put to a vote a General Meeting.

## **16. RESIGNATION BY A MEMBER**

Any Member may resign membership upon at least 20 Business Days written notice to the Association.

## **17. CONTACT DETAILS OF MEMBERS**

- 17.1 Every Member must promptly notify any change in his or her mailing or email address to the Association, and any such change must be promptly entered on the Register.
- 17.2 The latest mailing or electronic address in the Register is taken to be the Member's registered address for all purposes.

## **18. MEMBER FORUMS**

- 18.1 The Board shall ensure that on no fewer than two occasions each calendar year a meeting (**Member Forum**) is held (in person, virtually or as a hybrid meeting) for the purpose of allowing Members to share knowledge and information, identify their priorities to the Board, and to receive an update on the Board's activities.
- 18.2 For the purposes of this clause, an Annual General Meeting may be considered a Member Forum provided a reasonable period of time in the meeting is dedicated to discussion of the topics referred to in clause 18.1.

- 18.3 The Board shall ensure that reasonable notice of the Member Forum is given to all Members, and that Members are given an opportunity to suggest topics for discussion at Member Forums.

## **PART E - MEMBERS' FEES**

### **19. JOINING FEE**

At any time, the Members may by ordinary resolution prescribe a joining fee for proposed Members, and the terms of payment of such joining fee.

### **20. ANNUAL MEMBERSHIP FEES**

- 20.1 At any time, the Board may, by ordinary resolution, prescribe an annual membership fee for payment by Members, and the terms of payment of such annual membership fees. To avoid doubt, at any time, the Board may vary an annual membership fee and / or the time/s for its payment for any Member/s.
- 20.2 Each Member must pay the annual membership fee when due.
- 20.3 Unless otherwise notified by the Association, an annual membership fee is as last prescribed by the Board and notified to the Members concerned.
- 20.4 A Member who resigns membership or is expelled from membership:
- 20.4.1 is not entitled to any refund of annual subscription fee paid by them;
  - 20.4.2 remains liable to pay an annual subscription fee for the financial year in which he or she ceased to be a Member and unpaid.
- 20.5 The Board may waive all or part of any fee due and payable by a Member, if it is satisfied that the fee would impose an undue financial burden on that Member. Any evidence provided for the purposes of assessing an application for a fee waiver must be kept strictly confidential and shall not be used for any purpose other than assessing that application.
- 20.6 The Board may as regards any particular Member/s waive any above provision of this clause 20.

### **21. DISENFRANCHISEMENT**

- 21.1 Despite any other provision of this Constitution, any Member who fails to pay their annual subscription fee when due, while the amount remains unpaid, has no right to:
- 21.1.1 call or request a General Meeting; or
  - 21.1.2 attend or speak at a General Meeting; or
  - 21.1.3 vote (personally or by attorney or proxy) at a General Meeting; or
  - 21.1.4 be appointed as a member of the Board.

## **PART F - GENERAL MEETINGS**

### **22. AGM/S**

- 22.1 The Association shall hold an AGM in accordance with the Act and this Constitution.
- 22.2 The order of the business at an AGM shall be:
- 22.2.1 attendance and apologies;

- 22.2.2 confirmation of the minutes of the previous AGM and of any Special General Meeting held since that meeting;
- 22.2.3 the election of Office Bearers specified in clause 36.3;
- 22.2.4 the appointment of auditors (if required by the Act);
- 22.2.5 the consideration of the accounts and reports of the Board and the auditor's report (if auditors report is required);
- 22.2.6 questions from Members; and
- 22.2.7 any other business requiring consideration by the Association in a General Meeting.

### **23. SPECIAL GENERAL MEETING**

- 23.1 Special General Meetings will be held in accordance with this Constitution.
- 23.2 The Chairperson, or the Board by resolution, may whenever it thinks fit convene a Special General Meeting.
- 23.3 The Board must also convene a Special General Meeting if not less than 5% of Full Members request the Board in writing to do so. The request must state the purpose of the meeting and must be signed by the Full Members making the request. The request may be made in separate documents in substantially the same form, each signed by at least one Member.

### **24. NOTICE OF A GENERAL MEETING**

- 24.1 Notice of a General Meeting must:
  - 24.1.1 be in writing;
  - 24.1.2 state the place the General Meeting will be held (and, if the meeting is to be held in 2 or more places, or as a virtual or hybrid meeting, the technology that will be used to facilitate this);
  - 24.1.3 state the date and time of the General Meeting;
  - 24.1.4 set out the particulars of the nature and order of the business to be transacted at the meeting;
  - 24.1.5 be given individually to each Member entitled to vote at the meeting by sending it to the address recorded on the Register;
  - 24.1.6 be given personally, or by sending it to either the postal or electronic address appearing in the Register;
  - 24.1.7 be given not less than 14 days prior the meeting, or 21 days if a Special Resolution is to be proposed.
- 24.2 No business may be transacted at a General Meeting of the Association except the business specified in the notice of meeting. A Member who wants an item of business to be transacted at a General Meeting may give notice of that business in writing to the Board. The Board must include that business in the next notice of a General Meeting.
- 24.3 A notice of a General Meeting sent by post is taken to be given 4 Business Days after it is posted. A notice of meeting sent by electronic means, is taken to be given on the Business Day it is sent.
- 24.4 When a General Meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 20 Business Days or more.

**25. POSTPONEMENT OR CANCELLATION OF A GENERAL MEETING**

- 25.1 A General Meeting may be postponed or cancelled at any time before the day of the meeting by the Board as it may determine, unless it is a meeting called pursuant to clause 23.3 in which case it may be postponed or cancelled by agreement of a majority of Full Members who had called for the meeting.
- 25.2 The Association must give notice of the postponement or cancellation to all persons entitled to receive notice of that General Meeting.

**26. QUORUM OF A GENERAL MEETING**

- 26.1 Subject to clause 26.5, the quorum for a General Meeting is five Full Members or 51% of current Full Members, whichever is less.
- 26.2 The quorum must be present at all times during the General Meeting.
- 26.3 In determining whether a quorum is present, each individual attending as attorney or proxy should be counted. However, if a Member has an attorney and proxy both in attendance, only 1 of them shall be counted. If an individual attends in 2 or more capacities, they shall only be counted once.
- 26.4 A General Meeting that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting is adjourned to the date, time and place the Board specifies. If the Board does not specify 1 or more of those things, the meeting is adjourned to:
  - 26.4.1 if the date is not specified — the same day in the next week; and
  - 26.4.2 if the time is not specified — the same time; and
  - 26.4.3 if the place is not specified — the same place.
- 26.5 At a resumed General Meeting, the quorum is at least five Full Members. If no quorum is present at the resumed General Meeting within 30 minutes after the time for the meeting, the General Meeting is dissolved.

**27. CHAIR OF A GENERAL MEETING**

- 27.1 The chair of a General Meeting must be, in descending order of priority:
  - 27.1.1 the Chairperson if present and willing to chair the General Meeting; or
  - 27.1.2 the Deputy Chairperson if present and willing to chair the General Meeting; or
  - 27.1.3 a Full Member elected by the Board Members present at the General Meeting.
- 27.2 If during a General Meeting the Chairperson is unwilling to chair any part of the proceedings, or has a conflict of interest, the Chairperson may withdraw from the chair during that part of the proceedings and may nominate the Deputy Chairperson, or any Full Member present, to act as Chairperson during that part of the proceedings. At the conclusion of the relevant part of the proceedings, the acting Chairperson must withdraw and the initial Chairperson resume the chair of the General Meeting.

**28. GENERAL CONDUCT OF A GENERAL MEETING**

- 28.1 The chair of a General Meeting has general conduct of the meeting and may determine the procedures to be followed, subject to the general law and the requirements of the Act.
- 28.2 The chair of a General Meeting may determine immediately before or during the General Meeting that persons attending the General Meeting should:

- 28.2.1 be only the Board Members, the Secretary, the auditor, the Members and persons attending as an attorney or proxy of a Member;
  - 28.2.2 comply with any identification or security measures, including personal searches, as the Chairperson considers appropriate;
  - 28.2.3 not possess a mobile phone, camera, recording or broadcasting device except as permitted by the Chairperson;
  - 28.2.4 act in a respectful and civil manner; or
  - 28.2.5 not possess any placard, banner or other article the Chairperson considers may be dangerous, offensive or liable to cause disruption.
- 28.3 The chair may refuse a person admission to, or require a person to leave and not return to, a General Meeting if the person fails to comply with a determination of the chair authorised by this clause.
- 28.4 Subject to the above, any Member, Office Bearer and any person attending as an attorney or proxy of a Member is each entitled to attend and be heard at any General Meeting.
- 28.5 The Chairperson's determination on a procedural matter is final.

## **29. ADJOURNMENT OF A GENERAL MEETING**

- 29.1 The chair of a General Meeting must adjourn a General Meeting if Full Members present with a majority of votes at the General Meeting agree or direct that the chair must do so. The chair may adjourn a General Meeting with the meeting's consent on a show of hands.
- 29.2 A poll cannot be demanded on a resolution concerning the adjournment of a General Meeting except by the Chairperson.
- 29.3 Only unfinished business is to be transacted at a General Meeting resumed after an adjournment.

## **30. BUSINESS OF A GENERAL MEETING**

- 30.1 A General Meeting is not competent to deliberate upon or vote upon a motion for a resolution regarding business not set out in the notice of meeting, except:
  - 30.1.1 a motion for a procedural resolution, for example to appoint a Chairperson, demand a vote by poll, or to adjourn; or
  - 30.1.2 as the Act may allow or require; or
  - 30.1.3 as the Chairperson of the General Meeting may allow as being within the general nature of the meeting's business as set out in the notice of meeting.
- 30.2 To avoid doubt, this provision does not prevent a motion to amend a resolution set out in the notice of meeting.

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

- 31.1 At a General Meeting, each Full Member has one vote, both on a show of hands and a poll.
- 31.2 The chair of a General Meeting does not have a casting vote.
- 31.3 A vote the Act requires the Association to disregard must not be counted.
- 31.4 A challenge to a right to vote at a General Meeting:
  - 31.4.1 may only be made at the General Meeting; and

31.4.2 must be determined by the chair, whose decision is final.

- 31.5 A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded, or determined to be appropriate by the chair.
- 31.6 Before a vote is taken the chair must inform the General Meeting whether any proxy votes have been received, and how the proxy votes are to be cast.
- 31.7 On a show of hands, a declaration by the chair is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.
- 31.8 A poll demanded on a matter other than the election of a chair or the question of an adjournment must be taken when and in the manner the chair directs.
- 31.9 A poll on the election of a Chairperson or on the question of an adjournment must be taken immediately.
- 31.10 The validity of a resolution is not affected by the failure of an attorney or proxy of a Member to vote in accordance with the instructions of the Member.

## **32. REPRESENTATIVES OF MEMBERS**

- 32.1 A Member Organisation shall be entitled to appoint one person to represent it at General Meetings, provided that the Representative is an employee, board member or volunteer of the Member Organisation.
- 32.2 A Representative shall be appointed by the Member Organisation and notified to the Association in writing.
- 32.3 A Representative is entitled to attend, and providing the appointing Member is a Full Member, to vote on behalf of the appointing Member at any General Meeting, and to otherwise represent the Member in respect of any other matter of the Association as if the Representative was the Member.

## **33. VOTING BY PROXY**

- 33.1 A Member may appoint a person as its proxy to attend and speak, and, in case of a Full Member vote at a General Meeting.
- 33.2 The Board or the chair of a General Meeting may in any particular case allow an appointment of a proxy as valid even if it contains only some of the information required.
- 33.3 An appointment that does not contain the proxy's name or the name of the office held by the proxy is valid and taken to be in favour of the chair of the General Meeting.
- 33.4 An appointment of a proxy must be notified to the Association no less than 48 hours before the General Meeting or resumption of the General Meeting as applicable.
- 33.5 A proxy present and entitled to vote must vote in the way specified in the appointment (if any).
- 33.6 Unless the Association has received written notice of the matter before the start or resumption of the General Meeting which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
  - 33.6.1 the Member revokes the proxy's appointment; or
  - 33.6.2 the Member revokes the authority under which the proxy was appointed by an attorney of the Member.
- 33.7 Subject to any contrary express terms of an appointment, a proxy of a Member may vote:



- 33.7.1 on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
- 33.7.2 on any procedural motion put to the meeting.

#### **PART G - APPOINTMENT & REMOVAL OF DIRECTORS**

#### **34. QUALIFICATIONS TO BE A DIRECTOR**

- 34.1 A Director must be either:
  - 34.1.1 on the Board of a Full Member Organisation; or
  - 34.1.2 an employee of a Full Member Organisation.

#### **35. SKILLS OF DIRECTORS**

- 35.1 The Members have right to know the skills, knowledge, ability and aptitude of any candidate for appointment as a Director.
- 35.2 The Association must seek out candidates for directorships those individuals who meet the criteria in clause 34, can commit to attending and participating in scheduled meetings of the Board, and hold relevant qualifications or experience in areas deemed of utility by the Board.

#### **36. NUMBER OF DIRECTORS**

- 36.1 The Association shall have no fewer than five Directors.
- 36.2 At any time, there must not be more than nine Directors.
- 36.3 Subject to clause 36.4, the Board shall be comprised of Directors who represent:
  - 36.3.1 one Member Organisation with an office in a geographical location at least 250kms from the boundary of the Adelaide Metropolitan area;
  - 36.3.2 one Funded Member Organisation;
  - 36.3.3 one Non-Funded Member Organisation; and
  - 36.3.4 at least two other Directors that satisfy the qualifications set out at clause 35.2.
- 36.4 In the event that no person nominates to fill one of the categories contained in clause 36.3, any other Member Representative may be elected or appointed to that position.

#### **37. APPOINTMENT OF DIRECTORS BY THE ASSOCIATION**

- 37.1 An individual or a Member Representative may not be appointed as a Director except after giving the Association a signed consent to act as a committee member.
- 37.2 Subject to the other provisions of this Constitution, the Association may by resolution appoint a person as a Director, only if at least 2 Business Days before the General Meeting considering the resolution, that person gave to the Secretary of the Association:
  - 37.2.1 (if not already a Director) his or her signed consent to act as a director;
  - 37.2.2 his or her signed written statement to the effect he or she is eligible to be appointed as a Director under the terms of this Constitution.
- 37.3 If at a General Meeting at which Directors may be appointed there are more candidates for the office than vacancies on the Board, a ballot must be held in the manner the chair of the General Meeting determines.

- 37.4 If, having conducted a ballot, those persons with the most votes will not meet the criteria in clause 36.3, the person who does not meet the relevant criteria with the highest number of votes will be elected in place of the person with the lowest number of votes who would otherwise have been elected.

**38. APPOINTMENT OF DIRECTORS BY THE BOARD**

- 38.1 Subject to the other provisions of this Constitution, if a vacancy on the Board occurs, the Board may fill that vacancy by appointing a person as a Director for the remainder of the unexpired term referable to that vacancy.
- 38.2 The Board may appoint a Director in order to make up a quorum for a Board meeting even if the total number of Directors in office is not enough to make up that quorum.

**39. TERM LIMIT OF DIRECTORS**

- 39.1 Subject to clause 46, a Director is to be appointed for a term of office of 36 months or until the AGM next held after those 36 months expire, whichever is the later (unless they vacate the office in the meantime).
- 39.2 A Director having served for at least 72 consecutive months may not be appointed as a Director unless either:
- 39.2.1 no other Member nominates for that office upon the Director vacating office under clause 39.1; or
  - 39.2.2 12 months have elapsed since the person was last a Director.

**40. REMOVAL OF DIRECTORS**

- 40.1 The Association may by resolution remove any Director from office, provided that the Director is afforded natural justice in relation to such removal.
- 40.2 The Board may not remove a Director, unless in accordance with clause 42.

**41. RESIGNATION OF A DIRECTOR**

A Director may resign as a Director by notice given to the Association.

**42. VACATING THE OFFICE OF DIRECTOR**

- 42.1 A person ceases to be a Director if:
- 42.1.1 the Act requires;
  - 42.1.2 they cease to meet the eligibility criteria in clause 34;
  - 42.1.3 any provision of this Constitution requires;
  - 42.1.4 they resign; or
  - 42.1.5 they wilfully or recklessly fail to give the other Directors notice of a material personal interest in a contract or prospective contract of a value of at least \$5,000 (before GST) made or to be made by the Association;
  - 42.1.6 they are absent from scheduled Board meetings for 3 consecutive months or 4 scheduled Board meetings in any 12 months without leave of absence from the Board and where the Board has not, within 10 Business Days of having been served by a Director or a Secretary a notice giving particulars of the absence, determined that leave of absence be granted; or

42.1.7 they die or are determined by a competent medical practitioner to be physically or mentally incapable of performing their duties as a Director.

42.2 Subject to the Act and the other provisions of this Constitution, that person is eligible for reappointment as a Director.

**43. NO ALTERNATE DIRECTORS**

A Director may not appoint an alternate director.

**44. NO PROXY DIRECTORS**

A Director may not appoint a person to vote on his or her behalf at any Board meeting.

**45. INDEMNITY**

45.1 The Association may pay a premium for a contract insuring a person who is or has been a Director against a liability incurred as a Director which does not arise out of conduct involving a wilful breach of duty in relation to the Association or a contravention of the Act; and any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Association, whether civil or criminal, to the extent permitted by law.

45.2 Every Officer Bearer of the Association and its auditor (if any) will be indemnified out of the assets of the Association against any liability incurred by them in defending any proceedings (whether civil or criminal) arising out of the performance of their office in which judgment is given in their favour or in which they are acquitted or in connection with any application under the Act in which relief is granted to them by the court in respect of any negligence default breach of duty or breach of trust.

**PART H - BOARD**

**46. TRANSITIONAL PROVISIONS**

46.1 Until the first AGM following the adoption of this clause the Board shall be the Board of the Association as constituted at the date of its adoption.

46.2 At the AGM held following the adoption of this clause 46:

46.2.1 all Board positions shall be declared vacant; and

46.2.2 the Members shall elect a new Board of at least five Directors.

46.3 Of the Directors elected in clause 46.2.2:

46.3.1 the three Directors who receive the highest number of votes shall serve a term until the conclusion of the 2024 AGM; and

46.3.2 the remaining Directors shall serve a term until the conclusion of the 2023 AGM.

**47. COMPOSITION**

47.1 The Board shall appoint from among its Members a:

47.1.1 Chairperson;

47.1.2 Deputy Chairperson;

47.1.3 Treasurer;

47.1.4 Secretary; and

47.1.5 non-office bearing Director,

(Office Bearers).

#### 48. CHAIRPERSON AND DEPUTY CHAIRPERSON

##### Qualification of Chairperson / Deputy Chairperson

48.1 There must be a Chairperson and Deputy Chairperson and only a Director may be either.

##### Appointment of Chairperson / Deputy Chairperson

48.2 A Chairperson and Deputy Chairperson are each to be appointed by the Board from the Directors in office. If more than one person nominates for the office of Chairperson or Deputy Chairperson (as applicable), the Directors may:

48.2.1 request the nominees speak on behalf of themselves as to their suitability for the office; and

48.2.2 decide the appointment by secret ballot of the Directors.

48.3 If a resolution to appoint a Chairperson and Deputy Chairperson between two or more candidates results in a tied vote, those with the highest equal vote/s may decide the matter by the drawing of lots between themselves or by withdrawing their own candidacy or, with approval of the Board, come to some *ad hoc* arrangement as regards the office being contested.

48.4 A Chairperson and Deputy Chairperson are each to be appointed for a term of 24 months (unless removed from office earlier under clause 48.9.2) or at the end of the second AGM after their appointment to the office, whichever is the later.

48.5 A Chairperson or Deputy Chairperson having served two consecutive terms may not be appointed the same office in which he or she served, unless either:

48.5.1 no other Director nominates for that office upon the Chairperson or Deputy Chairperson having served two consecutive terms vacating that office; or

48.5.2 12 months have elapsed since the person held the same office.

To avoid doubt, this provision does not prevent a Chairperson having served two consecutive terms being appointed as a Deputy Chairperson, and *vice versa*.

48.6 A Chairperson or Deputy Chairperson remains liable to vacate the office of Director as would any other Director.

48.7 If at any time a casual vacancy exists in the office of Chairperson or Deputy Chairperson, the Board must appoint promptly a Director to the office vacated.

48.8 If at any time no Director is willing to hold office as Chairperson or Deputy Chairperson, the functions of the office are assumed by the Board.

##### Vacating the office of Chairperson / Deputy Chairperson

48.9 A Chairperson or Deputy Chairperson vacates the office if and when:

48.9.1 they give written notice of resignation of the office to the other Directors or the Secretary; or

48.9.2 they are removed by resolution of the Board after being afforded natural justice; or

48.9.3 they cease to be a Director (disregarding a retirement as a Director and reappointment as a Director at the same General Meeting).

- 48.10 A Chairperson or Deputy Chairperson vacating office does not cease to be a Director for that reason.

Appeal against removal of a Chairperson

- 48.11 A Chairperson or Deputy Chairperson removed from that office by the Board may appeal the removal to a General Meeting pursuant to clause 15, with necessary changes, provided that the appeal is supported by the signatures of at least five Full Members.

- 48.12 At such General Meeting, the Association may overturn the removal.

Functions of the Chairperson / Deputy Chairperson

- 48.13 A Chairperson has the following separate functions:

48.13.1 to chair Board meetings, General Meetings and, if on sub-committee, chair their meetings;

48.13.2 to act as spokesperson for the Association in dealings with government or the media.

- 48.14 A Deputy Chairperson is to assist or stand in for the Chairperson in the Chairperson's separate functions:

48.14.1 if, as, and to the extent the Chairperson requests or is unable to act in those functions; or

48.14.2 if and so long as the office of Chairperson is vacant.

**49. SECRETARY**

- 49.1 At all times, the Association must have a Secretary.

- 49.2 A Secretary must be a Director and is appointed in accordance with clause 47.1.

- 49.3 Absent other appointment, the Deputy Chairperson shall also be the Secretary.

- 49.4 An individual may not be appointed as a Secretary except after giving the Association a signed consent to act as a secretary.

- 49.5 A Secretary holds office on the terms and conditions that the Board determines.

- 49.6 A Secretary also has the following functions (subject to such directions as the Board may give to the Secretary) in so far as at the time not vested by the Board or other person in the employ of the Association:

49.6.1 have custody and safekeeping of the common seal (if any);

49.6.2 keeping safe custody of all documents and records belonging to the Association;

49.6.3 keeping notices calling Board Meetings or General Meetings;

49.6.4 causing correct minutes to be kept of all Board Meetings, Special General Meetings and General Meetings;

49.6.5 (in so far as not required by law to be provided by a person appointed under clause 51) preparing such statements, reports, returns or other written information as the Act or any law requires the Association lodge with government.

49.6.6 receiving and answering correspondence and notices to the Association;

49.6.7 supervising the handling of money by or for the Association, and the keeping of financial records;

- 49.6.8 issuing receipts for moneys received, and keep a correct account of all receipts and expenditure;
- 49.6.9 reporting on the apparent financial position of the Association at or to each scheduled Board meeting; and
- 49.6.10 carrying out any other duty given to the Secretary under this Constitution or by the Board.

**50. TREASURER**

- 50.1 A Treasurer must be a Director and is appointed in accordance with clause 47.1.
- 50.2 The Treasurer is responsible for ensuring the following duties are carried out unless otherwise delegated by the Board:
  - 50.2.1 ensuring that any amounts payable to the Association are collected and issuing receipts (if required) for those amounts in the Association's name;
  - 50.2.2 ensuring that any payments to be made by the Association that have been authorised by the Board or at a General Meeting are made on time;
  - 50.2.3 ensuring the safe custody of the Association's financial records, Financial Statements and Financial Reports, as applicable to the Association;
  - 50.2.4 coordinating the preparation of the Association's Financial Statements or Financial Reports before its submission to the Association's annual General Meeting;
  - 50.2.5 preparing draft financial year financial statements;
  - 50.2.6 liaise with the auditor of the Association; and
  - 50.2.7 carrying out any other duty given to the Treasurer under this Constitution or by the Board.

**51. PUBLIC OFFICER**

- 51.1 Subject to the endorsement by the Members at an AGM, a public officer of the Association shall be appointed by, and is subject to removal by, the Board. Absent other appointment, the Secretary has that role.
- 51.2 A public officer has those functions and powers as required and in accordance with the Act.

**52. EXECUTIVE**

- 52.1 The Chairperson, Treasurer and Secretary shall comprise the Executive of the Association.
- 52.2 The Executive may, subject to any other limit imposed by the Board by ordinary resolution, exercise all functions of the Board other than:
  - 52.2.1 The admission of new Members;
  - 52.2.2 Suspending, disciplining or expelling a Member or Director;
  - 52.2.3 Approving a fee waiver;
  - 52.2.4 Employing any person; or
  - 52.2.5 Approving payments of greater than \$10,000.

**53. AUDITOR**

- 53.1 If required by the Act to appoint an auditor, the Board shall nominate a suitably qualified auditor (an individual or firm) to the membership at the AGM for endorsement by the Full Members for the following year.
- 53.2 The auditor shall not be an officer; a partner, employer or Employee of an officer; an Employee; or a partner or Employee of an Employee of the Association.
- 53.3 The auditor, so appointed, shall hold office until the following year and is eligible for re-appointment.

**PART I - BOARD MEETINGS****54. BOARD MEETINGS**

- 54.1 Subject to the Act and this Constitution, the Directors may meet together, adjourn and regulate their meetings as they think fit.
- 54.2 Any two Directors may call a Board meeting.
- 54.3 The Secretary must at the request in writing of a Director, call a Board meeting.
- 54.4 Scheduled Board meetings are to be determined by the Board in or about May of the previous financial year (except the financial year to end 30 June 2022), it being expected the Board would meet at least 6 times per Financial Year. A scheduled meeting may be cancelled with unanimous consent of Directors in office if there is insufficient business for that meeting.

**55. NOTICE OF A BOARD MEETING**

- 55.1 Unless all Directors entitled to vote at the Board meeting agree otherwise, a person calling a Board meeting must give to each Director individually a notice of meeting that:
- 55.1.1 sets out the place, date and time for the Board meeting (and, if the Board meeting is to be held in 2 or more places, or as a virtual or hybrid meeting, the technology that will be used to facilitate this);
- 55.1.2 states the general nature of the Board meeting's business;
- 55.1.3 is accompanied by relevant information so far as it is reasonably available (if not already given to the Director); and
- 55.1.4 is given at least 5 Business Days before the Board meeting (or such other period as all the Directors in office may as a matter of general policy otherwise determine).
- 55.2 Attendance by a Director at a Board meeting waives any objection such Director might have for a failure to give notice of that Board meeting.

**56. CHAIR OF A BOARD MEETING**

- 56.1 The chair of a Board Meeting must be, in descending order of priority:
- 56.1.1 the Chairperson if present and willing to chair the Board Meeting; or
- 56.1.2 the Deputy Chairperson if present and willing to chair the Board Meeting; or
- 56.1.3 an Officer Bearer elected by the majority of the Board Members present.
- 56.2 If during a Board Meeting the Chairperson is unwilling to chair any part of the proceedings, the Chairperson may withdraw during that part of the proceedings and may nominate any Director present to act as Chairperson during that part of the proceedings. At the conclusion of the

relevant part of the proceedings, the acting Chairperson must withdraw and the initial Chairperson resume the chair of the Board Meeting.

**57. QUORUM OF A BOARD MEETING**

- 57.1 The quorum for a Board meeting is a majority of Directors then in office.
- 57.2 A quorum must be present at all times during the Board meeting.
- 57.3 A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be counted in a quorum while such matter is being considered.

**58. DECLARATION OF MATERIAL PERSONAL INTEREST**

- 58.1 A Director's material personal interest in a matter that relates to the affairs of the Association must be notified to the other Directors.
- 58.2 The Secretary must maintain a register of standing conflicts of interest, and have that register available at each Board meeting.

**59. VOTING AT A BOARD MEETING**

- 59.1 A Director who has a material personal interest in a matter that is being considered at a Board meeting must not vote on the matter.
- 59.2 Subject to clause 59.1:
  - 59.2.1 each Director has 1 vote;
  - 59.2.2 a resolution of the Directors must be passed by a majority of the votes cast by Directors on the resolution; and
  - 59.2.3 the chair of a Board meeting has a casting vote in addition to their deliberative vote that may be exercised in the case of a tied vote on any resolution.

**60. CIRCULATING RESOLUTIONS OF DIRECTORS**

- 60.1 The Directors may pass a resolution without a Board meeting being held if a majority of the Directors entitled to vote on the resolution (and being not less than the number required for a quorum at a Board meeting) either:
  - 60.1.1 sign a document containing a statement that they are in favour of the resolution set out in the document; and / or
  - 60.1.2 if the proposed resolution is stated in, or attached to, an email sent to the Director, the Director sends a reply email to the sender agreeing to that resolution, which reply email states or has attached the text of the resolution.
- 60.2 The resolution is passed when the last Director required to make up a majority signs, or sends the reply email.
- 60.3 Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. Separate emails may be sent for agreement of Directors if the wording of the resolution is identical in each email.
- 60.4 A document or email referred to in this clause must be sent to every Director who is entitled to vote on the resolution.



## PART J - BOARD'S POWERS

### 61. POWERS AND DUTIES OF THE BOARD

- 61.1 The affairs of the Association shall be managed and controlled by the Board which, in addition to any powers and authorities conferred by this Constitution, may exercise all such powers and do all such things as are within the Objects of the Association.
- 61.2 The Board has the management and control of the funds and other property of the Association.
- 61.3 The Board shall have authority to interpret the meaning of this Constitution and any other matter relating to the affairs of the Association on which the Constitution is silent, as long as the interpretation is not contrary to the meaning or spirit of the Act.
- 61.4 If less than a quorum of Directors is then in office, the Director/s remaining may exercise all the powers and duties of the Board pending the appointment of additional Directors.
- 61.5 The Board shall appoint a Public Officer as required by the Act, subject to clause 51.

### 62. DELEGATION OF POWERS

- 62.1 The Board may delegate any of its powers to any person or persons, including a fluctuating body of persons (a **sub-committee**).
- 62.2 A delegation of powers by the Board:
  - 62.2.1 may authorise the delegate to sub-delegate all or any of the powers vested in the delegate; and
  - 62.2.2 may be concurrent with, or to the exclusion of, the exercise by the Board of those powers.
- 62.3 A delegate must exercise the powers delegated in accordance with any directions given by the Board. Such directions may include that a decision, or kind/s of decision, of the delegate is not effective unless approved by a resolution of the Board.
- 62.4 At any time, the Board may modify or revoke a delegation.
- 62.5 A sub-committee may be comprised of such persons from within or outside the Association as the Board may think appropriate.
- 62.6 The Board may remove any person from a sub-committee without cause.

### 63. DIRECTOR PORTFOLIOS

Without limiting clause 61, the Board may vest in a particular Director or Directors an area of responsibility, such as, for example, liaison with other Community Legal Centres.

## PART K - COMMERCIAL TRANSACTIONS

### 64. FINANCIAL YEAR

The Association's financial year ends on 30 June.

### 65. BANK ACCOUNT OPERATION

- 65.1 A debiting of the Association's bank account (disregarding customary charges imposed by the bank) must be authorised by a direction (in hard copy or over the internet) signed or otherwise authorised by at least:
  - 65.1.1 one of the Chairperson or Secretary; plus

- 65.1.2 one other of the above persons, or other person appointed by the Board for that purpose.

## **PART L - POLICIES**

### **66. POLICIES**

- 66.1 To the extent not inconsistent with this Constitution or the Act, the Board by ordinary resolution of all Directors in office may adopt and have implemented policies as to:
  - 66.1.1 the functioning of the Board;
  - 66.1.2 the conduct of a Director (as such);
  - 66.1.3 the roles and conduct of other officers;
  - 66.1.4 the roles and functioning of any Boards; and / or
  - 66.1.5 business rules of the Association.
- 66.2 Each Director, Secretary and Member must conform to a policy so adopted and published by the Board, in so far as applicable to their respective powers and duties.
- 66.3 Any policy in force may be modified or repealed:
  - 66.3.1 by majority resolution of Directors in office; or
  - 66.3.2 by resolution of a General Meeting.

## **PART M - RECORDS**

### **67. MINUTES**

The Association must keep minute books of General Meetings, Board meetings and resolutions passed by the Directors without a meeting.

### **68. RECORDS TO BE KEPT**

The Association must keep financial and other records as section 39C or other laws require.

### **69. DIRECTOR'S RIGHT OF ACCESS**

- 69.1 A Director may inspect and take copies:
  - 69.1.1 of the financial records of the Association; and
  - 69.1.2 of the books of the Association (other than financial records).
- 69.2 A person who ceased to be a Director may inspect and take copies of the books (including financial records) of the Association:
  - 69.2.1 as a contract made between the person and the Association may allow; and / or
  - 69.2.2 as a resolution of the Board may in any particular case allow.
- 69.3 A Director who accesses records under this clause may only use those records for a purpose connected to their role, or former role, as a Director.

### **70. MEMBER'S RIGHT OF ACCESS**

- 70.1 A Member has no right to inspect books of the Association except as may be authorised by:

- 70.1.1 a resolution of the Board; or
- 70.1.2 a resolution passed at a General Meeting; or
- 70.1.3 the Act, other law, or by a court having jurisdiction to do so.

## **PART N - OTHER MATTERS**

### **71. CIRCUMSTANCES NOT PROVIDED FOR**

In any circumstances in which this Constitution is silent, incapable of taking effect or being implemented according to its strict provisions, the Board may determine what action may be taken to ensure the effective administration and Objects of the Association.

### **72. THE SEAL**

- 72.1 If the Association has a common seal:
  - 72.1.1 the seal must be kept in the custody of the Secretary or other person approved by the Board;
  - 72.1.2 the seal shall not be used without the express authorisation of the Board and every use of the seal shall be recorded in the minutes or such other book of the Association;
  - 72.1.3 the signatures of the 2 persons approved by the Board for that purpose shall attest the fixing of the seal to a document. Unless the Board otherwise determines, 1 of those persons must be the Chairperson.

### **73. ANNUAL FINANCIAL REPORTS**

The Association must prepare and give to the Members such financial reports as the Act requires.

### **74. DISPUTE RESOLUTION**

- 74.1 This clause applies to disputes between the Association, any Members (as such) or any Directors (as such) or any combination of them.
- 74.2 The parties to the dispute must meet promptly in-person at the registered office of the Association, or at such other place as they agree between themselves, and discuss the matter in dispute in good faith, and, if possible, resolve the dispute within 10 Business Days after the dispute comes to the attention of all of the parties.
- 74.3 If the parties do not resolve it within that time, the parties must hold a meeting with an accredited mediator chosen by them. If the parties do not agree on a mediator:
  - 74.3.1 in the case of a dispute between a Member and another Member, the mediator is the Board of the Association; or
  - 74.3.2 in the case of a dispute involving the Association, the mediator is to be a person appointed by the President of the Law Society of South Australia.
- 74.4 A party to a dispute must not be the mediator.
- 74.5 The mediator must observe the following:
  - 74.5.1 the parties must be given an adequate opportunity to be heard;
  - 74.5.2 the parties must be given an adequate opportunity to consider any written submission by a party;
  - 74.5.3 the rules of natural justice must be complied with; and

74.5.4 the mediator must not determine the dispute.

74.6 If the dispute is not resolved by mediation, the parties may take legal action to resolve it.

## **75. NOTICES**

75.1 The Association may give to a Member or former Member a notice required under this Constitution or the Act:

75.1.1 by hand delivery to that person; or

75.1.2 by post to the address for the person in the Register or an alternative address (if any) nominated by the person; or

75.1.3 by fax to the fax number or by email to electronic address (if any) nominated by the person; or

75.1.4 by any other means the Act permits.

75.2 A notice sent by post is taken to be given 4 Business Days after it is posted. A notice sent by fax, or other electronic means, is taken to be given on the Business Day it is sent.

75.3 A certificate in writing signed by a Director or Secretary that a notice or its envelope or wrapper was addressed, stamped and was posted is sufficient evidence of posting.

## **76. LIABILITY OF MEMBERS AND BOARD MEMBERS**

A Member or Board Member of the Association will not be liable to contribute towards the payment of debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association except as otherwise provided in the Act.

## **77. WINDING UP OR LOSS OF DEDUCTIBLE GIFT RECIPIENT STATUS**

77.1 The Association may be wound up in the manner provided for in the Act.

77.2 A Special Resolution proposed at a General Meeting is required to consider and determine the question of winding up or amalgamating the Association.

77.3 If the Association is wound up, or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of:

77.3.1 gifts of money or property for the principal purpose of the Association;

77.3.2 contributions made in relation to an eligible fundraising event held for the principal purposes of the Association; or

77.3.3 money received by the Association because of such gifts or contributions

shall be transferred to another organisation to which income tax deductible gifts can be made, or if the Association is registered as a charity, to an organisation with similar objects which is charitable at law, and to which income tax deductible gifts can be made.

77.4 If, following winding up, any surplus assets remain beyond those described in clause 77.3, those assets shall be distributed to an organisation(s) that has similar Objects and has rules that prohibit the distribution of its assets and income to its Members.

77.5 Such organisation(s) or charity(ies) shall be identified and determined by a resolution of the Members.

77.6 If the Association is to amalgamate, the assets and liabilities of the Association become the assets and liabilities of the new association.

77.7 In this clause, **surplus assets** mean any assets of the Association that remain after paying all debts and other liabilities of the Association, including the costs of winding up.

**78. ALTERATION TO CONSTITUTION**

78.1 This Constitution may be altered (including an alteration to the Association's name) by Special Resolution. This includes rescinding and replacement by substitute rules.

78.2 The alteration shall be registered as required by the Act.

78.3 The Constitution shall bind the Association and every Member.

78.4 An alteration to the Constitution (except change of name) becomes effective from the time the alteration is passed.

78.5 Any change to the name of the Association becomes effective only once it is registered in accordance with the Act.

78.6 The registered Constitution will bind the Association and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.