

**PROJECT HOPE  
HORSE WELFARE VICTORIA  
INCORPORATED  
Reg No. A0027152D  
ABN 96 820 500 367**

**STATEMENT OF  
PURPOSES  
AND RULES**

**Project Hope  
Horse Welfare Victoria  
Incorporated  
GPO Box 1991  
Melbourne 3001**

**TABLE OF CONTENTS**

**PART I – STATEMENT OF PURPOSES**

1. NAME OF THE ASSOCIATION
2. PURPOSES OF THE ASSOCIATION
3. POWERS OF THE ASSOCIATION
4. APPLICATION OF INCOME
5. LIABILITY OF MEMBERS
6. INTERPRETATION AND DEFINITIONS

**PART II – RULES OF ASSOCIATION**

**MEMBERS**

1. NAME OF ASSOCIATION
2. INTERPRETATION AND DEFINITIONS
3. QUALIFICATION FOR MEMBERSHIP OF ASSOCIATION
4. SUBSCRIPTIONS AND FEES
5. REGISTERS
6. RESIGNATION OF MEMBERS
7. DISCIPLINE OF MEMBERS

**GENERAL MEETINGS**

8. ANNUAL GENERAL MEETINGS
9. SPECIAL GENERAL MEETINGS
10. NOTICE OF MEETINGS
11. PROCEDURE AT MEETINGS
12. CHAIRMAN AT MEETINGS
13. ADJOURNMENT OF MEETINGS
14. VOTING AT GENERAL MEETINGS

**COMMITTEE OF MANAGEMENT**

15. COMMITTEE OF MANAGEMENT
16. EXECUTIVE COMMITTEE
17. ORDINARY COMMITTEE
18. ELECTION OF OFFICER AND ORDINARY COMMITTEE MEMBERS
19. VACANCIES
20. MEETINGS OF THE COMMITTEE
21. NOTICE OF COMMITTEE MEETINGS
22. QUORUM FOR COMMITTEE MEETINGS
23. PROCEDURE AT COMMITTEE MEETINGS
24. EXECUTIVE COMMITTEE POWERS AND DUTIES

**GENERAL MATTERS**

25. SIGNING OF NEGOTIABLE INSTRUMENTS
26. CUSTODY OF BOOKS AND OTHER DOCUMENTS
27. SOURCES OF FUNDS AND INCOME
28. AUDITOR
29. COMMON SEAL
30. ALTERATION OF STATEMENT OF PURPOSES AND RULES
31. DISSOLUTION
32. INDEMNITY
33. SERVICE OF NOTICES
34. GRIEVANCE PROCEDURES

**STATEMENT OF PURPOSES**  
**of**  
**PROJECT HOPE HORSE WELFARE VICTORIA**  
**INCORPORATED**  
**(Reg No. A0027152D)**

**PART I – STATEMENT OF PURPOSES**

**1. NAME OF THE ASSOCIATION**

The name of the association is PROJECT HOPE HORSE WELFARE VICTORIA INCORPORATED (Reg No. A0027152D) (“Association”).

**2. PURPOSES OF THE ASSOCIATION**

The purposes for which the Association is established are throughout Victoria, whenever and wherever possible:

- 2.1 to assist owners through education, assistance and advice to rehabilitate their own horses ;
- 2.2 to rescue and rehabilitate any horse found abandoned, sick, injured or mistreated;
- 2.3 to provide emergency care, treatment and assistance to horses;
- 2.4 to educate the community on the plight of neglected horses; and
- 2.5 to contribute to the development of improved government legislation and policy relating to the welfare of horses.

**3. POWERS OF THE ASSOCIATION**

The Association shall be recognised as an equine welfare organisation in Victoria, and, solely for furthering the purposes set out above, the Association has power to:

- (1) purchase, take on lease or in exchange or otherwise acquire any real or personal estate which may be deemed necessary or convenient by the Committee for any of the purposes of the Association and to sell, manage, lease, mortgage, give in exchange, dispose of or otherwise deal with the same or any part thereof;
- (2) buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the Members of the Association or persons frequenting the Association’s premises;
- (3) enter into arrangements with any government or authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association, and to obtain from any such government or authority any rights, privileges and concessions which the Committee considers desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- (4) borrow and raise money in such manner as the Association may determine;
- (5) raise or borrow money on bonds or mortgage or other security of any property held for or on behalf of the Association or without any such security and upon such terms as the Committee shall determine;
- (6) receive money on deposit with or without allowance of interest thereon;
- (7) invest any monies of the Association, not immediately required for the purposes of the Association, in such manner as may from time to time be determined by the Association;
- (8) borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be determined by the Committee and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debentures stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Association's property or assets present or future and to purchase, redeem or pay off any such securities;
- (9) lend and advance money or give credit to any person or body corporate, and to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- (10) do all or any of the matters authorised either alone or in conjunction with any person, company or unincorporated body or through any factors, trustees or agents;
- (11) take any gift of property whether subject to any special trust or not for any one or more of the purposes of the Association;
- (12) take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise;
- (13) apply the income and assets of the Association to the promotion of the purposes of the Association;
- (14) print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its purposes;
- (15) appoint, hire, employ, remove, replace or reinstate secretaries, managers, servants, employees and other persons in and for carrying out the purposes of the Association and to pay them in return for services rendered to the Association, salaries, wages and gratuities;
- (16) subscribe to any charities and to grant donations for any public purpose;
- (17) produce, develop, create, licence and otherwise exploit, use and protect Intellectual property, including but not limited to logos, trademarks, copyright and names in any product, publication or event of the Association;
- (18) establish and maintain entities to carry on and conduct the business affairs and undertakings, or any aspect thereof, of the Association and for that purpose, utilise any of the assets of or held on behalf of the Association;
- (19) promote any other person or company for any purpose calculated to benefit the Association;

- (20) purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations whose activities or purposes are similar to those of the Association or generally for any purpose calculated to benefit the Association;
- (21) hear and determine any allegation or complaint or charge involving a breach of these Rules of the Association which may be made against any Member of the Association and inflict fines or penalties;
- (22) take legal proceedings of any nature;
- (23) take and effect insurance; and
- (24) do all such things as are incidental, conducive or subsidiary to all or any of the purposes of the Association.

#### **4. APPLICATION OF INCOME**

- 4.1 The Income and property of the Association shall be applied solely towards the promotion of the purposes of the Association as set forth in this Statement of Purposes.
- 4.2 No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude payment to a Member in good faith for expenses incurred or services rendered.

#### **5. LIABILITY OF MEMBERS**

The liability of the Members of the Association is limited.

#### **6. INTERPRETATION OF DEFINITIONS**

- 6.1 The specification of the purposes of the Association in clause 2, and the powers in clause 3 of this Statement of Purposes, are not in any particular order and are not to be construed so as to lead to the construction that any object or power is more important than any other object or power nor than any purpose or power which is specified in detail is more important than any purpose or power which has not been specified in detail, and no particular purpose or power will be limited by reference to any other and the rule of construction known as the *ejusdem generis* rule shall not apply.
- 6.2 If any provision of this Statement of Purposes or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Statement of Purposes or affecting the validity or enforceability of that provision in any other jurisdiction.

**RULES OF ASSOCIATION**  
of  
**PROJECT HOPE HORSE WELFARE VICTORIA**  
**INCORPORATED**  
(Reg No. A0027152D)

**MEMBERS**

**1. NAME OF THE ASSOCIATION**

The name of the association is PROJECT HOPE HORSE WELFARE VICTORIA INCORPORATED (Reg No. A0027152D) ("Association").

**2. INTERPRETATION AND DEFINITIONS**

**2.1 DEFINITIONS**

In these Rules, unless the contrary intention appears-

"**Committee**" means the committee of management of the Association.

"**Financial Member**" means member that has paid appropriate fees (Individual, Business, Non Profit Organisation or Club)

"**Financial Year**" means the year ending on 28/29 February

"**General Meeting**" means a general meeting of members convened in accordance with rule 10.

"**Intellectual Property**" means all rights subsisting in copyright, trade names, trade marks, logos, designs, equipment, images (including photographs, videos or films) or service marks relating to the Association, promoted or administered by the Association.

"**Member**" means a member of the Association;

"**Ordinary Member of the Committee**" means a member of the Committee who is not an officer of the Association under Rule 16;

"**Register**" means the Register of Members kept in accordance with **Rule 5**.

"**Regulations**" means regulations under the Act;

"**Relevant documents**" has the same meaning as in the Act.

"**Rules**" means these Rules of the Association and includes the Statement of Purposes.

"**Seal**" means the common seal of the Association and includes any official seal of the Association.

"**Secretary**" when used in respect of an Affiliate Member, means:

(a) where a person holds office under the rules of that Affiliate or Constituent Member as secretary - to that person; and

(b) in any other case, to the public officer of that Affiliate or Constituent Member.

"**Special Resolution**" means a resolution passed by at least three-quarters of the Members present and entitled to vote at a Special General Meeting called for the purpose of which 21 days notice has been given, or such other majority or procedure as is required under the Act from time to time.

“**Statement of Purposes**” means the Statement of Purposes setting out the objects and purposes of the Association, as varied from time to time.

“**The Act**” means the **Associations Incorporation Act 1981 (Vic)**.

“**Voting Member**” means a Member with voting rights under **Rule 16.1**.

## 2.2 INTERPRETATION

In these Rules and the Statement of Purposes:

- (1) a reference to a function includes a reference to a power, authority and duty;
- (2) a reference to the exercise of a function includes where the function is a power, authority or a duty a reference to the exercise of the power or authority or the performance of the duty;
- (3) words importing the singular include the plural and vice versa;
- (4) words importing any gender include other genders;
- (5) words or expressions shall be interpreted in accordance with the provisions of the *Acts Interpretation Act 1958 (Vic)* and the Act as they vary from time to time;
- (6) references to persons include corporations and bodies politic;
- (7) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (8) a reference to a statute, ordinance code or other law includes By-Laws and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (9) expressions referring to “writing” shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 2.3 ENFORCEABILITY

If any provision of these Rules or any phrase contained in them is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so it is valid and enforceable. If it can not be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of these Rules and their validity or enforceability shall not be affected by the severance in any other jurisdiction.

## 3. QUALIFICATION FOR AND MEMBERSHIP

### 3.1 Categories of Member

The Members of the Association shall consist of:

- (a) Individual Member, who shall have the right to attend debate and vote at General Meetings and be eligible to lease PHHWV equines;
- (b) Business Member, shall be represented by their Delegate who shall have the right to attend debate and vote at General Meetings for and on behalf of the Business Member and be eligible to lease PHHWV equines;

- (c) Club Member, shall be represented by their Delegate who shall have the right to attend debate and vote at General Meetings for and on behalf of the Business Member;
- (d) Life Member, shall have the right to attend but not debate or vote at General Meetings.
- (e) Honorary Member, shall have the right to attend but not debate or vote at General Meetings.
- (f) Complementary Member, shall have the right to attend but not debate or vote at General Meetings.

### **3.2 Creation of new Categories**

The Committee has the right and power from time to time to create new categories of membership with such rights, privileges and obligation as determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligation of an existing category of Members. No new category of membership may be granted voting rights.

### **3.3 Life Members**

- (a) The Committee may recommend to the Annual General meeting that any person who has rendered distinguished service to the Association or to Equine Welfare, where such service is deemed to have assisted the advancement of the Association or Equine Welfare in the State of Victoria, be appointed as a Life Member.
- (b) A resolution of the Annual General meeting to confer membership under **Rule 5.3 (a)** on the recommendation of the Committee must be passed by two-thirds majority of the Members present and entitled to vote.

### **3.4 Member Eligibility**

The following eligibility requirements apply in relation to members:

- (a) A Member is eligible to become a Member if he or she resides within Australia.
- (b) A Member under 18 years of age must be supported by guardian and signed on their behalf.
- (c) A Member who has had prior violations or convictions of inhumane treatment to animals is ineligible for membership.

### **3.5 Application for Membership**

- (a) Subject to this Statement of Purposes and Rules, an application for membership as a Member must be:
  - (i) in writing in the form determined by the Committee from time to time;
  - (ii) accompanied by the appropriate fee or fees, if any; and
  - (iii) lodged with the Secretary.
- (b) As soon as practicable after the receipt of an application under **Rule 3.5 (a)** the Secretary shall notify the applicant in writing that the application is approved for membership, which shall commence on entry into the register of members in accordance with **Rule 3.5 (f)**.
- (c) The Secretary may refer any application to the Committee requesting a Committee ruling whether to approve or decline the application.
- (d) If on reference from the Secretary the Committee approves the application for membership, the Secretary shall, as soon as practicable, notify the applicant in writing that the applicant is

approved for membership which shall commence on entry into the register of members in accordance with **Rule 5.1**.

- (e) If the Committee declines an application for membership, the Secretary shall, as soon as practicable, notify the applicant in writing that the membership application has been declined. The Committee is not required to give reasons for its decision.
- (f) If the application for membership is approved, the Secretary shall enter the applicant's name in the register of members, and upon the name of the applicant being so entered, the applicant becomes a Member. The Secretary shall also enter the type of membership afforded to the member.

### **3.6 Membership Renewal**

Members must renew their membership of the Association annually in accordance with the procedures set down by the Committee from time to time.

### **3.7 Delegate of Business/Club Member**

- (a) Each Business and Club Member shall elect or appoint one Delegate, for such term as is deemed appropriate by the Business or Club. A Delegate must:
  - (i) be an employee of the business or a member of the club; and
  - (ii) be appropriately empowered by the appointing Business or Club to consider, make decisions and vote at General Meetings of behalf of the Business or Club Member.
- (b) The Secretary shall record any change in the Delegate in the register of Members.
- (c) Each Business or Club Member shall, at least 48 hours prior to any General Meeting, advise the Secretary of its appointed Delegate. In extenuating circumstances and with the consent of the Committee, a Business or Club Member may change its appointed Delegate with shorter notice prior to any General Meeting.

### **3.8 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) these Rules constitute a contract between each of them and the Association and that they are bound by the Rules of the Association as amended from time to time;
  - (ii) they shall comply with and observe the Rules of the Association as amended from time to time and any policy, determination or resolution which may be made or passed by the Committee;
  - (iii) by submitting to **Rule 3.8(a)(i)** and **(ii)** they are subject to the jurisdiction of the Association;
  - (iv) the Rules are necessary and reasonable for promoting the purposes of the Association; and
  - (v) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) Members may by virtue of membership of the Association:
  - (i) express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with these Rules;

- (ii) make proposals or submissions to the Committee;
  - (iii) engage and participate in any activity approved, sponsored or recognised by the Association; and
  - (iv) conduct any activity approved by the Association.
- (c) A right, privilege or obligation of a person by reason of their membership of the Association, is not capable of being transferred or transmitted to another person and terminates upon the cessation of membership whether by death, resignation or otherwise.

#### **4. SUBSCRIPTIONS AND FEES**

The annual membership subscriptions and fees payable by Members (including any fees paid by the Association to PHHWV on behalf of or for a Member) or categories of Members to the Association, the time for, and manner of payment, shall be determined by the Committee from time to time.

#### **5. REGISTERS**

##### **5.1 Secretary to Keep Register of Members**

The Secretary shall keep and maintain a register of Members in which shall be entered:

- (a) the full name, address, category of membership and date of entry of the name of each Member; and
- (b) the full name, address and date of entry of the name of each Delegate.

##### **5.2 Secretary to Keep Register of PHHWV Horses**

- (a) the full details of the horse, and date of entry of the name of each horse; and
- (b) the full name, address and date of entry of the carer of the said horse.

##### **5.3 Inspection of Register**

Subject to confidentiality and privacy considerations, an extract of the register, excluding the address of any Delegate, Individual Members, Life Members, Honorary Members or Complementary Members shall be available for inspection (but not copying) by Members upon reasonable request.

##### **5.4 Maintenance of Register**

The Committee shall have the power to cancel the membership of any Member for any reason consistent with achieving the purposes of the Association.

#### **6. RESIGNATION OF MEMBERS**

##### **6.1 Notice of Resignation**

Any Member who has paid all monies due and payable to the Association may resign from the Association by giving 1 months notice in writing to the Association of such intention to resign and upon the expiration of that period of notice the Member shall cease to be a member. Members that resign will forfeit their membership monies paid.

**6.2 Expiration of Notice Period**

Upon the expiration of a notice given under **Rule 8.1**, an entry, recording the date on which the Member who or which gave notice ceased to be a Member, shall be recorded in the Register.

**6.3 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including Intellectual Property.

**6.4 Delegate Position Lapses**

The position of delegate shall lapse immediately on cessation of membership of a Business or Club Member.

**7. DISCIPLINE OF MEMBERS**

**7.1 Notice of Alleged Breach**

Where the Executive Committee is advised or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of these Rules
- (b) acted in a manner unbecoming of a Member or prejudicial to the purposes and interests of the Association, Equestrian Sport or another Member; or
- (c) brought the Association, Equestrian Sport or another Member into disrepute,

such grounds do not constitute a grievance and **Rule 34** does not apply. The Executive Committee may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures and penalties of the Association set out in this Rule.

**7.2 Notice of Disciplinary Hearing**

The Secretary shall, as soon as practicable upon receipt of notice in accordance with **Rule 7.2**, serve on the member a notice in writing:

- (a) setting out the alleged breach of the Member and the grounds on which it is based;
- (b) stating that the Member may address the Executive Committee at a hearing;
- (c) stating the date, place and time of that hearing;
- (d) informing the Member that they may do one or more of the following:
  - (i) attend that hearing;
  - (ii) give the Executive Committee, before the date of that hearing a written statement regarding the alleged breach.

The hearing must be held not earlier than 14 days and not later than 28 days after the service of the notice, except where the Executive Committee determines that the interests the Association, or of the Member require that the period between service of that notice and the hearing be abridged.

**7.3 Disciplinary Procedure**

- (a) In accordance with **Rule 7.3** at a hearing the Executive Committee:
  - (i) shall give the member reasonable opportunity to be heard;

- (ii) shall give due consideration to any written statement submitted by the member;
  - (iii) may hear and give due consideration to such other evidence including oral or written statements of other persons as it considers relevant; and
  - iv) shall by resolution determine whether the alleged breach occurred.
- (b) The Association and Member shall not be entitled to legal representation at the hearing. A Party may be represented by an advocate who is not a barrister or solicitor at the hearing. A party may also have a support person in attendance with them at a hearing.
- (c) The Executive Committee shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances provided that it does so in accordance with the principles of natural justice. The purpose of the hearing shall be to determine whether the alleged breach occurred.
- (d) The Executive Committee may adjourn the hearing to accommodate the convenience of the Committee or the parties.
- (e) If the Executive Committee considers that the alleged breach did not occur, the matter shall be dismissed.
- (g) Each party shall be responsible for their own costs associated with the hearing. The Executive Committee has no power to award costs to a party.

#### **7.4 Penalties**

If the Executive Committee considers that the alleged breach occurred, the Executive Committee may impose any one or more of the following penalties:

- (a) impose a warning; or
- (b) fine that member an amount not exceeding \$500; or
- (c) reprimand the Member; or
- (d) suspend the Member from membership of the Association for a specified period; or
- (e) expel the Member from the Association; or
- (f) any other such penalty as the Executive Committee considers appropriate including suspending a sentence otherwise imposed while the Member remains of good conduct.

#### **7.5 No Appeal from Decision of Disciplinary Tribunal**

A disciplinary matter must be solely and exclusively resolved by the Executive Committee and the decision of the Executive Committee is final and binding upon the Association and the Member. The Association and the Member have no right of appeal.

## **GENERAL MEETINGS**

### **8. ANNUAL GENERAL MEETINGS**

#### **8.1 Annual General Meeting to be held**

The Association shall in each calendar year convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and on a date and at a venue to be determined by the Committee.

#### **8.2 Ordinary Business**

The ordinary business of the Annual General Meeting shall be to:

- (a) confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) receive from the Executive Committee, reports upon the transactions of the Association during the last preceding year;
- (c) appoint an auditor for the next financial period if required;
- (d) elect Members Executive and Ordinary Committee;
- (e) receive and consider the statement submitted by the Committee in accordance with section 30(3) of the Act.

#### **8.3 Special Business**

The Annual General Meeting may transact special business of which notice is given in accordance with these Rules.

#### **8.4 Additional Meetings**

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

#### **8.5 Other General Meetings**

All additional General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with the provisions of these Rules.

#### **8.6 Entitlement to Vote**

The only persons entitled to be present or vote at Annual General Meetings of the Association shall be Voting Members (personally, or by their Delegates), except with the consent of the Committee in its discretion.

### **9. SPECIAL GENERAL MEETINGS**

#### **9.1 Special General Meeting may be held**

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

**9.2 Requisition of Special General Meetings**

- (a) The Committee shall on the requisition in writing of 20 Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by 1 or more of the Members making the requisition.
- (c) If the Committee does not cause a Special General Meeting to be held within 1 month after the date on which the requisition is sent to the Association, the Members making the requisition, or any one of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Members under these Rules shall be convened in the same manner, or as nearly possible as that, in which meetings are convened by the Committee. All reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring the expenses.

**10. NOTICE OF MEETINGS**

**10.1 Notice of General Meetings**

- (a) Notice of every General Meeting shall be given to Voting Members. The notice shall be forwarded to the address appearing in the register kept by the Association. No other persons shall be entitled as of right to receive notice of General meetings.
- (b) Notice of General meetings shall be given at least 60 days prior to the General meeting and shall specify the place, day and hour of the General meeting.
- (c) The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least 30 days prior to the General Meeting, together with any notice of motion received from Members.

**10.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 30 days notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

**11. PROCEDURE AT MEETINGS**

**11.1 Special Business**

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in these Rules as the ordinary business of the Annual General Meeting shall be special business.

**11.2 Quorum**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of members entitled under these Rules to vote is present during the time when the meeting is considering that item.
- (b) Ten Voting Members personally present constitute a quorum for the transaction of the business at a General Meeting.
- (c) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (i) if convened upon the requisition of Members, shall be dissolved; and
  - (ii) in any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternative venue) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than 7) shall be a quorum.

**12. CHAIRMAN AT MEETINGS**

**12.1 President to Chair**

The President shall preside as Chairman at each General Meeting of the Association.

**12.2 Where President Absent**

If the President is absent from a General Meeting or is unwilling to act, the Vice President shall chair the General Meeting. If the President and Vice President are absent or unwilling to act, the Committee present shall appoint one of their number to preside as chair at the meeting.

**13. ADJOURNMENT OF MEETINGS**

**13.1 Chair May Adjourn Meeting**

The Chairman of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

**13.2 Further Notice**

- (a) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in **Rule 13.2(a)**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

**14. VOTING AT GENERAL MEETINGS**

**14.1 Voting Procedure**

- (a) All votes shall be given personally. Proxies are not permitted.
- (b) A question arising at a General Meeting of the Association shall be determined on a show of hands.
- (c) In the case of an equality of voting on a question, the Chairman of the meeting may exercise a second or casting vote.
- (d) A Voting Member is not entitled to vote at any General Meeting in accordance with these Rules unless all monies due and payable to the Association have been paid.

**14.2 Recording of Determinations**

If before, or on, the declaration of the show of hands a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, an entry to that effect in the Minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

**14.3 Poll at General Meetings**

- (a) If at a meeting a poll on any question is demanded by 3 Members, it shall be taken at the meeting in such a manner as the Chairman may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (b) A poll that is demanded on the election of a Chairman or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairman may direct.

**14.4 Postal or Electronic Voting**

- (a) Postal or electronic voting may be held from time to time in such instances as the Committee may determine and shall be held in accordance with procedures prescribed by the Committee.
- (b) All postal or electronic voting shall be conducted under condition of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Committee to conduct the ballot.

## **COMMITTEE OF MANAGEMENT**

### **15. COMMITTEE OF MANAGEMENT**

15.1 The affairs of the Association shall be managed by the Committee.

15.2 The Committee--

- (a) shall control and manage the business and affairs of the Association;
- (b) may, subject to these Rules, the Act and the Regulations, exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by these Rules to be exercised by general meetings of the members of the Association; and
- (c) subject to these Rules, the Act and the Regulations, has power to perform all such acts and things as appear to the Committee to be essential for the proper management of the business and affairs of the Association.

15.3 Subject to section 23 of the Act, the Committee shall consist of:

- (a) the Executive Committee of the Association; and
- (b) a minimum of two and no more than five ordinary members each of whom shall be elected at the annual general meeting of the Association in each year.

### **16. EXECUTIVE COMMITTEE**

16.1 Executive Committee of the Association shall be:

- (a) a President;
- (b) a Vice-President;
- (c) a Treasurer; and
- (d) a Secretary.

16.2 The provisions of rule 18, so far as they are applicable and with the necessary modifications, apply to and in relation to the election of persons to any of the offices referred to in sub-rule (1).

16.3 Each officer of the Association shall hold office until the annual general meeting next after the date of his or her election but is eligible for re-election.

16.4 In the event of a casual vacancy in any office referred to in sub-rule (1), the Committee may appoint one of its members to the vacant office and the member appointed may continue in office up to and including the conclusion of the annual general meeting next following the date of the appointment.

### **17. ORDINARY MEMBER OF THE COMMITTEE**

17.1 Subject to these Rules, each ordinary member of the Committee shall hold office until the annual general meeting next after the date of election but is eligible for re-election.

17.2 In the event of a casual vacancy occurring in the office of an ordinary member of the Committee, the Committee may appoint a member of the Association to fill the vacancy and the member appointed shall

hold office, subject to these Rules, until the conclusion of the annual general meeting next following the date of the appointment.

**18. ELECTION OF EXECUTIVE AND ORDINARY COMMITTEE MEMBERS**

18.1 Nominations of candidates for election as officers of the Association or as ordinary members of the Committee must be:

(a) made in writing, signed by two members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and

(b) delivered to the Secretary of the Association not less than 7 days before the date fixed for the holding of the annual general meeting.

18.2 A candidate may only be nominated for one office, or as an ordinary member of the committee, prior to the annual general meeting.

18.3 If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated shall be deemed to be elected and further nominations may be received at the annual general meeting.

18.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

18.5 If the number of nominations exceeds the number of vacancies to be filled, a ballot must be held.

18.6 The ballot for the election of officers and ordinary members of the committee must be conducted at the annual general meeting in such manner as the Committee may direct.

**19. VACANCIES**

The office of an officer of the Association, or of an ordinary member of the committee, becomes vacant if the officer or member:

(a) ceases to be a member of the Association; or

(b) becomes an insolvent under administration within the meaning of the Corporations Law; or

(c) resigns from office by notice in writing given to the Secretary.

**20. MEETINGS OF THE COMMITTEE**

20.1 The Committee must meet at least 3 times in each year at such place and such times as the Committee may determine.

20.2 Special meetings of the Committee may be convened by the President or by any 4 members of the Committee.

20.3 Unless otherwise stated all members are welcome to attend Committee meetings and take part in discussion on tabled items but are unable to vote.

**21. NOTICE OF COMMITTEE MEETINGS**

- 21.1 Written notice of each Committee meeting must be given to each member of the Committee at least 2 business days before the date of the meeting.
- 21.2 Written notice must be given to members of the Committee of any special meeting specifying the general nature of the business to be conducted and no other business may be conducted at such a meeting.

**22. QUORUM FOR COMMITTEE MEETINGS**

- 22.1 Any 4 members of the Committee constitute a quorum for the conduct of the business of a meeting of the Committee.
- 22.2 No business may be conducted unless a quorum is present.
- 22.3 If within half an hour of the time appointed for the meeting a quorum is not present:
  - (a) in the case of a special meeting--the meeting lapses;
  - (b) in any other case the meeting shall stand adjourned to the same place and the same time and day in the following week.
- 22.4 The Committee may act notwithstanding any vacancy on the Committee.

**23. PROCEDURES AT COMMITTEE MEETINGS**

- 23.1 At meetings of the Committee:
  - (a) the President shall preside;
  - (b) if the President is absent, the Vice President shall preside for the meeting and
  - (b) if the both President and Vice President is absent, the Committee shall appoint one of its members to preside for the meeting.
- 23.2 Questions arising at a meeting of the Committee shall be determined on a show of hands or, if demanded by a member, by a poll taken in such a manner as the person presiding at the meeting may determine.
- 23.3 Each Committee member present at a meeting of the Committee (including the person presiding at the meeting) is entitled to one vote and in the event of an equality of votes on any question; the person presiding may exercise the second or casting vote.
- 23.4 A resolution in writing signed or assented to by facsimile or other electronic communication by all the committee members for the time being present in Australia shall be valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee members.
- 23.5 Without limiting the power of the Committee to regulate its meeting as it thinks fit, a meeting of Committee members may be held where one or more of the Committee members is not physically present at the meeting, provided that:
  - (a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;

- (b) notice of the meeting is given to all the Committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee and such notice specifies that Committee members are not required to be present in person;
- (c) in the event that a failure in communications prevents condition (a) from being satisfied by that number of committee members which constitutes a quorum, and none of such Committee members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until condition (a) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and
- (d) any meeting held where one or more of the Committee members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee member is there present and if no committee member is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

#### **23.6 Minutes**

The Secretary shall cause to be kept minutes of the resolutions and proceedings of each general meeting or Committee meeting including a record of the names of persons present at all meetings.

### **24. EXECUTIVE COMMITTEE POWERS AND DUTIES**

#### **24.1 Executive Committee**

- (a) The Executive Committee shall be comprised of the Officers.
- (b) The Executive Committee is to make decisions relating to the day to day management of the association and to act upon such decisions.
- (c) The Executive Committee shall meet as required. Any 3 members of the Executive constitute a quorum for the transaction of the business of meeting the Executive.
- (d) The Executive Committee may reach decisions using any form of electronic or verbal communication.
- (e) The Committee may ratify any decision made by the Executive Committee.

#### **24.2 Treasurer**

The Treasurer shall be responsible to the Committee to:

- (a) oversee the financial affairs of the Association in accordance with these Rules and the Act;
- (b) ensure proper financial records of the Association are kept;
- (c) implement an effective system of receipting of all monies of the Association;
- (d) authorise the payment of all accounts incurred by the Association;
- (e) ensure that an annual audited statement of income and expenditure and balance sheet is presented to the Annual General Meeting;
- (f) provide recommendation to the Committee as to fees and levies as required and approved fund raising ventures;
- (g) ensure that a projected annual budget is submitted to the Committee; and
- (h) maintain a separate bank account and all necessary books and records for the Gift Fund.

## **PART V- GENERAL MATTERS**

### **25. SIGNING OF NEGOTIABLE INSTRUMENTS**

All cheques, and other negotiable instruments shall be signed by the Treasurer and any 1 of 3 other signatories as designated in writing by the Committee from time to time.

### **26. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

- (a) Except as otherwise provided in these Rules, the Secretary shall keep in his or her custody or control all books, documents and securities of the Association.
- (b) A Member may upon reasonable notice of not less than two days to the Secretary inspect the books, documents and securities of the Association.

### **27. SOURCES OF FUNDS AND INCOME**

- (a) The funds of the Association shall be derived from annual membership subscriptions, donations and such other sources as the Committee determines.
- (b) The income and property of the Association shall be applied solely towards the promotion of the purposes of the Association as set out in **Rule2**.
- (c) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of divided, bonus or otherwise to any Member, but this shall not preclude payment to a member in good faith for expenses incurred or services rendered.

#### **27.1 GIFT FUND**

- (a) The Executive Committee shall establish a Gift Fund for the purpose of recording gifts by any person, institution or corporation to the Association for the advancement of the Purposes of the Association.
- (b) Receipts issued for gifts to the Gift Fund must state:
  - (i) the name of the Association;
  - (ii) the date and amount of the gift;
  - (iii) the name of the donor of the gift;
  - (iv) the Australian Business Number of the Association; and
  - (v) the fact that the receipt is for a gift.
- (c) All gifts of money shall be paid into the bank account for that purpose.
- (d) Any money received by the Association and by way of gift shall be recorded as such in the books of accounts of the Association kept for the purpose of the Gift Fund.
- (e) No monies or property other than gifts shall be paid into the bank account of the Gift Fund.
- (f) Members of the public are invited and may make contribution to the Gift Fund.
- (g) At the first occurrence of:
  - (i) the winding up of the Gift Fund; or

- (ii) the revocation of the Association as a deductible gift recipient under Subdivision 30-BA of the Income Tax Assessment Act 1997, any surplus assets of the Gift Fund must be transferred to another fund, authority or institution, which has similar purposes to the Association and to which income tax deductible gifts can be made.

**28. AUDITOR**

The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor in accordance with the Act.

**29. COMMON SEAL**

- (a) The common seal of the Association shall be kept in the custody of the Secretary.
- (b) The common seal shall not be affixed to any instrument except by authority of the Committee and the affixing of the common seal shall be attested to by the signatures of 2 members of the Executive Committee or Secretary and 1 member of the Committee.

**30. ALTERATION OF STATEMENT OF PURPOSES AND RULES**

- (a) These Rules and the Statement of Purposes of the Association shall not be altered except by Special Resolution in accordance with the Act.

**31. DISSOLUTION**

- (a) Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within one year after ceasing being to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which he or she ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves such amount as may be required not exceeding twenty dollars (\$20.00).
- (b) If upon winding up or dissolution of the Association, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members of the Association, but shall be given or transferred to some other organisation having purposes similar to the purposes of the Association and which prohibits the distribution of its or their income and property among its or their Members and which is also not carried on for the profit or gain to its Members and which is similarly exempt from income tax and to which income tax deductible gifts can be made. Such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

**32. INDEMNITY**

- (a) Every Committee member, auditor, agent of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Committee member, auditor, agent in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

- (b) The Association shall indemnify its Committee members against all damages and losses (including legal costs) for which any such Committee member may be or become liable to any third party in consequence of any act or omission except willful misconduct:
  - (i) in the case of a Committee member performed or made whilst acting on behalf of and with the authority, express or implied of the Association.

**33. SERVICE OF NOTICES**

- (a) Notices may be given by the Association to any member by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and posting the notice. Service of the notice is deemed to have been effected at the time at which the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

**34. GRIEVANCE PROCEDURES**

- (a) The grievance procedure set out in these Rules applies to disputes under these Rules between:
  - (i) a Member and another Member of the Association; or
  - (ii) a Member and the Association
- (b) The parties to the dispute must meet and discuss the matter in dispute, and if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (d) The mediator must be:
  - (ii) a person chosen by agreement between the parties; or
  - (iii) in the absence of agreement:
    - (A) in the case of a dispute between a member and another Member, a person appointed by the Committee; or
    - (B) in the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by the Disputes Settlement Centre of Victoria (Department of Justice)
- (e) A Member of the Association can be a mediator.
- (f) The mediator cannot be a Member who is a party to the dispute.

- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (h) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard;
  - (ii) allow due consideration by all parties of any written statement submitted by any party;  
and
  - (iv) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise law.