



## **AISWA CAPITAL GRANT ASSOCIATION**

# **CONSTITUTION**

**Updated May 2018**

## CONSTITUTION OF AISWA CAPITAL GRANT ASSOCIATION (INC)

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## 1 NAME

The name of the Association is "AISWA Capital Grant Association Inc."

## 2 INTERPRETATION

In this Constitution unless a contrary intention appears:

"Act"	means the <i>Associations Incorporation Act 2015 (WA)</i> .
"AISWA"	means the Association of Independent Schools of Western Australia (Inc.)
"Association Year"	means the period commencing on first (1st) day of January in each year and terminating on the 31st day of December of that year.
"Association"	means the AISWA Capital Grant Association Inc.
"Books"	of the Association includes the following: <ul style="list-style-type: none"><li>• a register;</li><li>• a record;</li><li>• Financial Records, Financial Statements or Financial Reports, however compiled, recorded or stored;</li><li>• a document;</li><li>• any other record of information.</li></ul>
"The Committee"	means the Independent Schools Capital Grants Committee provided for in Clause 8 of this Constitution.
"Elected Committee Member"	means a member of the Committee who has been appointed to the Committee by the Association at its Annual General Meeting or otherwise in accordance with this Constitution.
"Co-opted Committee Member"	means a member of the Committee who is not an Elected Committee Member.
"Executive Director"	means the Executive Director of AISWA
"Executive Officer"	means the Executive Officer of the Association, appointed by the President and Executive Director of AISWA in accordance with Clause 11.
"Financial Records"	includes:

- invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; and
- documents of prime entry; and
- working papers and other documents needed to explain:
  - the methods by which financial statements are prepared; and
  - adjustments to be made in preparing financial statements.

“Financial Report”	has the meaning given in section 63 of the Act.
“Financial Statements”	means the financial statements in relation to the Association as required under Part 5 Division 3 of the Act.
“Member”	means member of the Association.
“Returning Officer”	means the person appointed to that role by the Committee.
“School”	means an independent school in receipt of Commonwealth General Recurrent Grant funding.

### **3 OBJECTS AND POWERS**

#### **3.1 Objects**

The objects for which the Association is established are to act as an authority pursuant to the *States Grants (Schools Assistance) Act 1984* of the Commonwealth of Australia or any Act passed in substitution therefore to receive applications for capital grants from independent schools which it is authorised to represent, and:

- 3.1.1 to assess such applications;
- 3.1.2 to provide to the Commonwealth Government details of capital projects recommended by the Association and relevant documentation;
- 3.1.3 to receive moneys from the Commonwealth Government directly or through the Government of Western Australia;
- 3.1.4 to pay such moneys to the Schools to which they relate; and
- 3.1.5 to ensure so far as is possible the compliance of Schools with the terms and conditions of such grant moneys.

#### **3.2 Powers**

The Association shall have the power to do all such things as are necessary, incidental or conducive to the attainment of the objects of the Association.

## **4 NON-PROFIT**

- 4.1 The income and property of the Association shall be applied solely towards the promotion of the objects of the Association. No portion of the income or property shall be paid, transferred or distributed directly or indirectly to any Member of the Association, provided that nothing shall prevent the payment in good faith of remuneration to any officer or employee of the Association or to any person other than a Member, in return for services rendered to the Association.
- 4.2 A payment to a Member out of the funds of the Association is authorised if the payment is the reimbursement of reasonable expenses properly incurred by the Member on behalf of the Association.

## **5 MEMBERSHIP**

- 5.1 The membership of the Association shall be open to any School in receipt of Commonwealth General Recurrent Funding, on application to the Executive Officer.
- 5.2 Members may from time to time determine the entrance fee and the annual membership fee to be paid for membership of the Association and until so determined, no entrance fee or annual membership fee is payable.
- 5.3 A School shall cease to be a Member of the Association when any of the following takes place:
- 5.3.1 the Member resigns from the Association; or
  - 5.3.2 the School is denied ongoing registration;
- 5.4 The Secretary must keep a record, for at least one year after a Member ceases to be a Member of the Association, of:
- 5.4.1 the date on which the Member ceased to be a Member; and
  - 5.4.2 the reason why the Member ceased to be a Member.
- 5.5 A Member may resign from membership of the Association by giving written notice of the resignation to the Secretary.
- 5.6 The resignation takes effect:
- 5.6.1 when the Secretary receives the notice; or
  - 5.6.2 if a later time is stated in the notice, at that later time.
- 5.7 A Member who has resigned from Membership of the Association remains liable for any fees that are owed to the Association at the time of resignation.

## **6 OFFICERS**

The officers of the Association shall be the President and the other six (6) Elected Committee Members.

## **7 REGISTER OF MEMBERS AND RECORD OF OFFICE HOLDERS**

7.1 The Secretary, or another person authorised by the Committee, is responsible for maintaining the Register of Members.

7.2 The Register of Members must include:

7.2.1 the full name of each Member;

7.2.2 a contact postal, residential or email address for the Member; and

7.2.3 record any change in the Member's details, including the cessation of membership.

7.3 The Secretary, or another person authorised by the Committee, is responsible for maintaining a Record of Office Holders.

7.4 The Record of Office Holders must include:

7.4.1 the full name of each office holder;

7.4.2 the office held and the dates of appointment and (if applicable) cessation of the appointment; and

7.4.3 a contact postal, residential or email address of each office holder.

7.5 The Register of Members and the Record of Office Holders must be kept and maintained at such place as the Committee decides.

7.6 Any Member is able to inspect the Register of Members or the Record of Office Holders free of charge, at such time and place as it mutually convenient to the Association and the Member.

7.7 The Member may make a copy of details from the Register of Members or the Record of Office Holders but has no right to remove the documents for that purpose.

7.8 If a Member inspecting the Register of Members or the Record of Office Holders:

7.8.1 wishes to make a copy of, or take an extract from either of those documents; or

7.8.2 makes a written request to be provided with a copy of either of those documents;

the Committee may require the Member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Association.

## **8 COMMITTEE**

### **8.1 Membership of the Committee**

The affairs of the Association shall be managed by the Committee comprising:

- 8.1.1 seven (7) Elected Committee Members, one of whom shall be the President of the Association.
- 8.1.2 the Executive Director of AISWA.
- 8.1.3 such Co-opted Committee Members as the Elected Committee Members in their absolute discretion shall see fit to appoint provided that the total number of persons on the Committee shall not exceed twelve (12) at any one time.

## **8.2 Eligibility for Membership of the Committee**

To be eligible for election to the Committee, a person must be nominated by the School Board of a Member School of the Association. Such nominee:

- 8.2.1 must be a member of the nominating Member School Board or an employee of the nominating Member School Board; and
- 8.2.2 may not be an employee of the Association.

## **8.3 Appointment of the Committee**

- 8.3.1 The President of the Association and the six (6) Elected Committee Members shall be elected and appointed by a postal ballot conducted by a Returning Officer who is appointed by the Committee. The Returning Officer shall not be the holder of any office in, and shall not be an employee of, the Association. Results of the ballot will be announced at the next Annual General Meeting following the ballot.
- 8.3.2 Where, after the closing of nominations, there are more candidates than the number required for any office, the Returning Officer shall determine by draw, the order in which candidates are to appear on the ballot paper and they shall be listed in the order that they are drawn.
- 8.3.3 Where there is only one nomination for any particular office, the candidate so nominated shall be deemed to be duly elected to that office and no ballot shall be required.
- 8.3.4 Elections will be held by postal ballot.
- 8.3.5 In the absence of sufficient nominations, the Committee may fill any vacancy on the Committee and the person so appointed shall hold office for a period of three years.
- 8.3.6 The Committee may fill any vacancy which occurs during the course of the year, and the person appointed shall all the powers of an Elected Committee Member. The person so appointed shall hold office until the next election.
- 8.3.7 The President and the Elected Committee Members shall be elected for a period of three years. The President and Elected Committee Members are eligible to serve up to three consecutive terms of appointment after which they must retire from the Committee.
- 8.3.8 Ex-Officers, irrespective of how their appointment ended, shall be eligible for reappointment after the elapse of a period of two years or more after the date on which their appointment ended. .
- 8.3.9 The Elected Committee Members shall continue to serve on the Committee until their successors have been appointed by the Association;

- 8.3.10 The Co-opted Committee Members shall be appointed by the Elected Committee Members and shall comprise such persons as the Elected Committee Members shall in their absolute discretion see fit to appoint;
- 8.3.11 The Co-opted Committee Members shall continue to serve on the Committee for such period and on such conditions as the Elected Committee Members shall think fit and the Elected Committee Members may in their absolute discretion and at any time:
- (a) appoint additional Co-opted Committee Members, including the immediate past President, because of their expertise and experience;
  - (b) substitute one Co-opted Committee Member for another Co-opted Committee Member;
  - (c) revoke the appointment of a Co-opted Committee Member so that the said Co-opted Committee Member shall no longer serve on the Committee; and
  - (d) accept the resignation from the Committee of a Co-opted Committee Member.

#### **8.4 Chairman of the Committee**

- 8.4.1 The President of the Association shall chair meetings of the Committee other than as provided for in Clause 10.5 of the Constitution.
- 8.4.2 In the event that the President cannot perform his/her duties due to resignation or other inability to continue, the Elected Committee Members will appoint from among the Elected Committee Members, a Chair who will hold office until the next Annual General Meeting.

#### **8.5 Secretary**

- 8.5.1 The Executive Officer shall act as the Secretary of the Association.
- 8.5.2 The Secretary shall:
- (a) co-ordinate the correspondence of the Association;
  - (b) convene General Meetings and Committee Meetings, including preparing the notices of meetings of the business to be conducted at each meeting in consultation with the Chairperson;
  - (c) keep and maintain in an up to date condition the rules of the Association;
  - (d) maintain the register of the Members of the Association;
  - (e) maintain the record of office holders of the Association;
  - (f) ensure the safe custody of the Books (with the exception of the Accounting Records) of the Association;
  - (g) keep full and correct minutes of Committee Meetings and General Meetings; and



- (h) perform any other duties as are imposed by these Rules or the Association on the Secretary.

## **8.6 Treasurer**

8.6.1 The Executive Officer shall act as Treasurer, of the Association.

8.6.2 The Executive Officer shall:

- (a) comply on behalf of the Association with the requirements of Part 5 of the Act with respect to the accounting records and reporting of the Association, including -
  - (i) monitoring that such accounting records are correctly recorded by the bookkeeper or Administration and inspect the financial transactions, and explain the financial position of the Association;
  - (ii) ensuring its accounting records are in such manner as will enable true and fair accounts of the Association to be prepared from time to time;
  - (iii) ensuring its accounting records are in such manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and
  - (iv) submitting to Members at each annual general meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- (b) provide an up to date report of the Association's financial position at each Committee meeting;
- (c) whenever directed to do so by the Chairperson, submit to the Committee a report, balance sheet or financial statement in accordance with that direction;
- (d) perform such other duties as are imposed by these rules on the Treasurer; and
- (e) be responsible for the annual audited accounts to be presented to all Members of the Association at the Annual General Meeting.

## **8.7 Vacation of Office**

8.7.1 For the purposes of this Constitution, the office of an Elected Committee Member becomes vacant if the Elected Committee Member:

- (a) dies;
- (b) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his or her creditors, or makes any assignment of his or her estate for their benefit;

- (c) becomes of unsound mind;
- (d) resigns his or her office by writing under his or her hand addressed to the Committee;
- (e) becomes an employee of the Association;
- (f) ceases to be a member of the nominating Member School Board or an employee of the nominating Member School Board; or
- (g) fails to attend three consecutive meetings without leave of the Committee.

8.7.2 In accordance with the provisions of sub-clause 8.3.6 any vacancy amongst Elected Committee Members shall be filled by the Committee.

## **8.8 Expulsion of an Elected Committee Member**

- 8.8.1 Subject to giving an Elected Committee Member an opportunity to be heard or to make a written submission the Committee may resolve to expel an Elected Committee Member upon a charge of misconduct detrimental to the interests of the Association.
- 8.8.2 Notice either orally or in writing giving particulars of the charge shall be communicated to the Elected Committee Member at least one (1) month before the meeting of the Committee at which the matter will be determined.
- 8.8.3 The determination of the Committee shall be communicated in writing to the Elected Committee Member, and in the event of an adverse determination the Elected Committee Member shall subject to sub-rule (d) cease to be an Elected Committee Member fourteen (14) days after the Committee has communicated its determination to the Elected Committee Member.
- 8.8.4 It shall be open to the Elected Committee Member to appeal to the Association in general meeting against the expulsion. The intention to appeal shall be communicated in writing to the secretary of the Association within 14 days after the determination of the Committee has been communicated to the member.
- 8.8.5 In the event of an appeal under sub-clause 8.8.4 the appellant's membership of the Committee shall not be terminated unless the determination of the Committee to expel the member is upheld by the members of the Association in general meeting after the appellant has been afforded a reasonable opportunity of being heard, and in such event membership will be terminated at the date of the general meeting at which the determination of the Committee is upheld.

## **9 MEETING OF MEMBERS**

### **9.1 One Annual General Meeting**

The Association shall hold one Annual General Meeting once during each Association year in accordance with this part of the Constitution. Any other general meetings of members held shall be Extraordinary General Meetings.

### **9.2 Time and Place of Annual General Meeting**

The Committee shall convene the Annual General Meeting at such place, on such day and at such time as the Committee decides, except that it shall be held no later than 30 June of each

year unless an application for the extension of time to hold the Annual General Meeting has been approved by the Department of Commerce.

### **9.3 Period of Notice of the Annual General Meeting**

The Chairman of the Committee, or such person as he or she shall nominate for the purpose, shall give Notice (in accordance with the provisions of this Constitution relating to Notices) of the Annual General Meeting at least fourteen (14) days before the date of the Annual General Meeting.

### **9.4 Business of the Annual General Meeting**

At the Annual General Meeting the Association shall transact the following business in the following order:

- 9.4.1 reading of the Notice of the meeting;
- 9.4.2 recording of apologies;
- 9.4.3 declaration of any conflicts;
- 9.4.4 reading and confirmation (by resolution) of the Minutes of the previous Annual General Meeting;
- 9.4.5 reading and confirmation (by resolution) of the Minutes of all Extraordinary General Meetings (if any) since the previous Annual General Meeting;
- 9.4.6 reading of a Report of the Committee to the Association on the activity of the Association during the preceding Association Year;
- 9.4.7 reading or tabling, and adoption or other disposal (by resolution) of, the accounting reports described in Clause 13.2 and 13.3 of this Constitution;
- 9.4.8 election of the President of the Association and the other six (6) Elected Committee Members, as required; and
- 9.4.9 any special business of which fourteen (14) days' prior written notice has been given.

### **9.5 Extraordinary General Meetings**

- 9.5.1 The Committee may, and upon the written request of not less than four Members of the Association shall, convene an Extraordinary General Meeting of Members of the Association.
- 9.5.2 The Chairman of the Committee, or such person as he or she shall nominate for the purpose, shall give at least fourteen (14) days' notice of any Extraordinary General Meeting specifying the business to be transacted and the place, day and hour of the said meeting,

### **9.6 Notices of Meetings of Members**

- 9.6.1 The Association may give notice to a Member:-
  - (a) personally;
  - (b) by sending it to the Member at the registered address of the Member by post; or

- (c) by sending it to the Member by electronic mail to the electronic mail address of the Member.

9.6.2 A notice (including a notice of meeting) or any other communication which is sent by post shall be deemed to be served on the day following that on which the notice or other communication is posted.

9.6.3 The non-receipt of a notice by a Member, shall not render the proceedings at any meeting invalid.

## **9.7 Quorum at General Meetings of Members**

A quorum at the Annual General Meeting and at any Extraordinary General Meeting shall be ten (10) Members of the Association present in person,

## **9.8 Procedure if no Quorum**

If within fifteen (15) minutes from the meeting time appointed no quorum shall be present

9.8.1 at the Annual General Meeting or at an Extraordinary General Meeting convened by the Committee, then it shall be adjourned until the same time on the same day of the following week at which adjourned meeting no quorum shall be necessary; or

9.8.2 at an Extraordinary General Meeting convened at such places and at such times as the Committee may determine.

## **9.9 Voting at General Meetings of Members**

Any resolution at a General Meeting of Members shall, except where otherwise provided in this Constitution, be carried if voted for by a simple majority of those present in person and entitled to vote and voting.

# **10 MANAGEMENT OF THE ASSOCIATION**

## **10.1 Association Managed by the Committee**

The Committee shall manage and control all of the business of the Association except that which shall, in accordance with this Constitution, be dealt with at general meetings of Members.

## **10.2 Powers of the Committee**

The Committee may exercise all of the powers exercisable by the Association under this Constitution.

## **10.3 Regulations**

The Committee may from time to time make and rescind, alter, modify, or add to regulations in respect of the whole or any part of the conduct of the activity of the Association.

## **10.4 Regulations to be Constitutional**

All regulations made under the preceding Clause shall be consistent with the provisions of this Constitution.

## **10.5 Meetings of the Committee and Sub-Committees**

- 10.5.1 The Committee shall meet at such intervals at such places and at such times as the Committee may determine.
- 10.5.2 Any four (4) Elected Committee Members shall constitute a quorum for the transaction of the business of a meeting of the Committee.
- 10.5.3 No business shall be transacted unless a quorum is present and if within fifteen (15) minutes of the time appointed for the meeting a quorum is not present then the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or as otherwise determined in accordance with this Constitution.
- 10.5.4 The Chairman, or in his or her absence a person appointed by the Elected Committee Members present, shall preside at all meetings of the Committee.
- 10.5.5 Questions arising at meetings of the Committee or of any sub-committee appointed by the Committee shall be determined on a show of hands by a simple majority.
- 10.5.6 Each Elected Committee Member present at a meeting of the Committee or of any sub-committee appointed by 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 a second or casting vote.

#### **10.6 Appointment of Committee etc**

The Committee may constitute Sub-committees, Boards or other bodies under such titles or styles as the Committee sees fit consisting of such members of the Committee, Members or others as the Committee sees fit, for the purpose of carrying out any function of the Committee.

#### **10.7 Delegation of Functions**

The Committee may delegate in whole or in part any power or function of the Committee to any Sub-committee or other body constituted by the Committee for that purpose under the preceding Clause.

#### **10.8 Common Seal**

The Association shall have a Common Seal engraved with the name of the Association and the Executive Officer shall have custody of the seal.

#### **10.9 Affixing of Seal**

- 10.9.1 There shall be a Common Seal of the Association which shall be in the custody of the Executive Officer.
- 10.9.2 There shall be four (4) seal holders of the Association.
- 10.9.3 The Committee shall appoint seal holders as needed from time to time.
- 10.9.4 All deeds, instruments and other documents required to be executed by the Association or for or on behalf of the Association may be signed or executed;

- (a) by the common seal of the Association being affixed thereto by at least two of the seal holders who shall also sign such deeds, instruments or documents; or
- (b) by joint signatures of two Committee Members together.

## **11 EXECUTIVE OFFICER**

- 11.1 The Executive Officer will be appointed by the Executive Director of AISWA in consultation with the President of the CGA on such terms and conditions as the Members deem appropriate with the agreement of the Committee.
- 11.2 The Executive Officer, or the Executive Officer's nominee when the Executive Officer is not available, shall be responsible for the day-to-day operations of the Association and shall act as Treasurer and Secretary to the Committee. The Executive Officer shall attend all meetings of the Committee and Sub-Committees.

## **12 APPOINTMENT OF AUDITOR**

### **12.1 Auditor**

The Association shall at the First Annual General Meeting and thereafter at each Annual General Meeting, as necessary, appoint an Auditor of such recognised standing as the Association shall think fit for such period, and on such terms as the Association shall think fit.

### **12.2 Audit**

The Committee shall submit the statements referred to in Clause 8.4.6 (10) and (11) to the Auditor of the Association to be audited once in each year prior to the Annual General Meeting and shall attach the report of the Auditor to the accounts when tabling the same at the Annual General Meeting.

## **13 BANKING AND FINANCE**

- 13.1 The financial year for the Association shall end on 31 December in each year.
- 13.2 The Committee shall cause all records to be kept and, at least once after the completion of each Association Year in respect of that Association Year, cause accounting reports to be made or several separate accounts to be made of all the property, financial transactions and affairs of the Association in such a manner as the Committee thinks fit but so that the same shall be capable of being audited in such manner as the Auditor referred to in Clause 11.1 may from time to time recommend.
- 13.3 Until otherwise decided by the Committee, such accounting reports shall include a statement of all receipts and expenditure during each Association Year and a statement of all of the property and liabilities of the Association at the end of that Association Year with such reconciliation as may be necessary both of which shall be submitted to the Annual General Meeting for approval.

- 13.4 The finances of the Association shall be under the absolute control of the Committee and shall be operated upon in such manner as it may from time to time appoint. The Executive Officer shall cause regular financial statements to be prepared and presented to the Committee.
- 13.5 The Committee shall cause to be opened with such bank or banks as the Committee shall nominate a banking account or accounts in the name of the Association into which all moneys will be received.
- 13.6 Without in any way limiting the generality of the powers of the Committee, the Committee may operate such bank accounts as it, in its sole discretion, deems necessary. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association must be signed by such persons authorised by the Committee from time to time.
- 13.7 All expenditure above the maximum amount set by the Committee, from time to time, must be approved or ratified by the Committee at a Committee meeting.
- 13.8 For each financial year, the Committee must ensure that the requirements imposed on the Association under Part 5 of the Act are met. That is the Committee must keep financial records that;
- 13.8.1 correctly record and explain its transactions and financial position and performance; and
  - 13.8.2 enable true and fair financial statements to be prepared in accordance with Part 5 Division 3 of the Act.
- 13.9 Without limiting sub rule (1), those requirements include: —
- 13.9.1 the preparation of the financial report; and
  - 13.9.2 if required, the review or auditing of the financial report, as applicable; and
  - 13.9.3 the presentation to the annual general meeting of the financial report, as applicable; and
  - 13.9.4 if required, the presentation to the annual general meeting of the copy of the report of the review or auditor's report, as applicable, on the financial report.
- 13.10 All financial records must be kept for at least 7 years after the transactions covered by the records are completed.

## **14 ALTERATION TO THE CONSTITUTION**

- 14.1 The amendment, repeal or adoption of a new Constitution can only be determined at a properly constituted Annual or Extraordinary General Meeting of the Association in respect of which notice has been given at least fourteen (14) days before the Annual or Extraordinary General Meeting and such notice clearly identifies the purpose of the meeting and the reasons for the amendment, repeal or adoption of a new Constitution.
- 14.2 The Constitution may be amended, repealed or a new Constitution adopted by a special resolution passed by a majority of not less than 75% of the Association Members who are eligible to vote under the rules of the Association and who cast a vote in person at the Annual or Extraordinary General Meeting.

- 14.3 The Association shall cause a copy of the special resolution and the amended or new Constitution to be lodged with the Department of Commerce within twenty eight (28) days of the passing of the special resolution.

## **15 RESOLVING DISPUTES**

### **Disputes arising under these rules**

- 15.1 This rule applies to disputes between:
- 15.1.1 Members; and
  - 15.1.2 the Association and one or more Members that arise under the rules or relate to the rules of the Association.
- 15.2 In this clause Member includes any former Member whose membership ceased not more than six months before the dispute occurred.
- 15.3 The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- 15.4 If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the Secretary of the parties to, and details of, the dispute.
- 15.5 The Secretary must convene a Committee meeting within 28 days after the Secretary receives notice of the dispute under clause 15.4 for the Committee to determine the dispute.
- 15.6 At the Committee meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- 15.7 The Secretary must inform the parties to the dispute of the Committee's decision within seven days after the Committee meeting referred to in clause 15.5.
- 15.8 If any party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in the rules.

### **Mediation**

- 15.9 This rule applies:
- 15.9.1 where a person is dissatisfied with a decision made by the Committee under clause 16; or
  - 15.9.2 where a dispute arises between a Member or more than one Member and the Association and any party to the dispute elects not to have the matter determined by the Committee.
- 15.10 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 15.3, or a party to the dispute is dissatisfied with a decision made by the Committee under clause 15.7 a party to a dispute may:
- 15.10.1 provide written notice to the Secretary of the parties to, and the details of, the dispute;
  - 15.10.2 agree to, or request the appointment of, a mediator.



- 15.11 The party or parties requesting the mediation must pay the costs of the mediation.
- 15.12 The mediator must be:
- 15.12.1 a person chosen by agreement between the parties; or
  - 15.12.2 in the absence of agreement if the dispute is between a Member:
    - (a) and another Member – a person appointed by the Committee; or
    - (b) more than one Member and the Association, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.
- 15.13 A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- 15.14 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 15.15 The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five days before the mediation session.
- 15.16 The mediator, in conducting the mediation must:
- 15.16.1 give the parties to the mediation process every opportunity to be heard;
  - 15.16.2 allow all parties to consider any written statement submitted by any party; and
  - 15.16.3 ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 15.17 The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

### **Inability to Resolve Disputes**

- 15.18 If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

## **16 DISSOLUTION OF THE ASSOCIATION**

- 16.1 An Extraordinary General Meeting of the Members, called for the purpose, may resolve, by special resolution, to wind up or dissolve the Association, provided that such resolution must be passed by a majority of not less than 75% of the Association Members who are eligible to vote under the rules of the Association and who cast a vote in person at the Extraordinary General Meeting. Provided further that dissolution of the Association shall be in accordance with the provisions of the Agreement between the Association and the Commonwealth.
- 16.2 The Association shall cause a copy of the special resolution to be lodged with the Department of Commerce within fourteen (14) days of the passing of the special resolution. Dissolution pursuant to the voluntary winding up of the Association shall take effect either: Seven (7) days after the distribution of surplus property is completed; or, if there is no surplus property fourteen (14) days after a copy of the resolution is lodged with the Department of Commerce.

## **17 DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION**

17.1 If upon the winding up or dissolution of the association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members but shall be given or transferred:

17.1.1 to another association incorporated under the Act; or

17.1.2 for charitable purposes.