

**CONSTITUTION OF  
KULUNGAH-MYAH FAMILY CENTRE  
Incorporated**

**ABN 90 670 563 460**

**An association incorporated pursuant to the associations  
Incorporations Act 2015 (WA)**

**As Amended 2019**

## INDEX

## PAGE NUMBER

<b>TITLE .....</b>	<b>3</b>
<b>INTERPRETATION.....</b>	<b>3</b>
<b>OBJECTIVE .....</b>	<b>4</b>
<b>MEMBERSHIP.....</b>	<b>4</b>
Eligibility for membership	
Applying for membership	
<b>MEMBERSHIP APPEALS.....</b>	<b>5</b>
<b>GRIEVANCE PROCEDURE .....</b>	<b>5</b>
<b>MEMBERSHIP CLASSIFICATION.....</b>	<b>6</b>
Executive Member	
Committee Member	
<b>LIABILITY OF MEMBERS .....</b>	<b>7</b>
<b>MEMBERSHIP FEES .....</b>	<b>7</b>
<b>CESSATION OF MEMBERSHIP .....</b>	<b>7</b>
<b>THE MANAGEMENT COMMITTEE.....</b>	<b>7</b>
<b>POWERS.....</b>	<b>7-8</b>
<b>ELECTION OF MANAGEMENT COMMITTEE.....</b>	<b>8</b>
<b>DUTIES OF THE EXECUTIVE.....</b>	<b>9-10</b>
Chairperson	
Deputy Chairperson	
Treasurer	
Secretary	
<b>MEETINGS.....</b>	<b>10</b>
Annual General Meeting	
Annual Financial Meeting	
General Meeting	
Special General Meeting	
<b>ORDER OF BUSINESS.....</b>	<b>11-12</b>
Procedure for Meetings	
Annual General Meetings	
Annual Financial Meetings	
General Meetings	
Special General Meetings	
<b>NOTICE OF MEETINGS.....</b>	<b>12</b>
<b>QUORUM.....</b>	<b>12</b>
<b>VOTING.....</b>	<b>13</b>
<b>FINANCE.....</b>	<b>13</b>
<b>AUDITOR.....</b>	<b>14</b>
<b>THE CONSTITUTION.....</b>	<b>14</b>
<b>INSURANCE.....</b>	<b>14</b>
<b>INCOME AND PROPERTY.....</b>	<b>14</b>
<b>INDEMNITY.....</b>	<b>15</b>
<b>THE COMMON SEAL.....</b>	<b>15</b>
<b>DISSOLUTION.....</b>	<b>15</b>

# CONSTITUTION

## 1. TITLE

The Association shall be called Kulungah-Myah Family Centre Inc.

## 2. INTERPRETATION

In these rules, unless the contrary intention appears:

**Gender** wherever one gender is referred to, it also means the other.

**Singular words** shall also mean and include the plural.

**Family Centre** shall mean the Kulungah-Myah Family Centre situated at 136 Le Souef Drive, Kardinya.

**User Group** means at least two persons who meet in the Family Centre on a regular basis with a common purpose.

**Association** means the incorporated association Kulungah-Myah Family Centre Inc. to which these rules apply.

**By-Laws** means the procedures of the Family Centre as enacted by the Committee.

**Act** means the Associations Incorporation Act 2015.

**Books of the Association** includes the following:

- a. a register
- b. financial records
- c. minutes of all committee meetings
- d. any other record of information

**Management Committee** means the elected Committee of the Association.

**Chairperson** means the Committee member holding office as the chairperson of the Association.

**Secretary** means the committee member holding office as the secretary of the Association.

**Treasurer** means the committee member holding office of Treasurer of the Association.

**Committee** means the elected members.

**Financial records** includes:

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

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

**Tier 2 association** means an incorporated association to which section 64(1) of the Act applies;

**Tier 3 association** means an incorporated association to which section 64(1) of the Act applies;

**Meeting of the Association** means a meeting of the Association that all members are entitled to receive notice of and to attend.

**Member** means a person elected to the Committee.

**Register of members** means the register of members referred to in section 53 of the Act.

**Rules** means these rules of the Association, as in force for the time being.

### 3. OBJECTIVES

- 3.1 The promotion, development and coordination of activities which relate to the Cultural background of children, individuals, families and seniors in the community.
- 3.2 To establish programmes and activities in response to community needs, with equal opportunity for everyone.
- 3.3 To provide and maintain suitable grounds, buildings and equipment for such purposes.
- 3.4 Reduce social isolation.
- 3.5 To support community groups in developing self-help activities.
- 3.6 To maintain an information and resource centre relevant to community need.

### 4. MEMBERSHIP

#### 4.1 Eligibility for membership

- 4.1.1 Any person who supports the objects or purposes of the Association is eligible to apply to become a member.
- 4.1.2 An individual who has not reached the age of eighteen (18) years will not receive voting rights.
- 4.1.3 A person who participates in any programme in the Family Centre.
- 4.1.4 A parent or guardian of a child attending any programme at the Family Centre or whose child is enrolled to attend at the Family Centre.
- 4.1.5 An employee of the Association may not become or hold membership of the Association or be a representative appointed to represent a User Group.

## **4.2 Applying for membership**

- 4.2.1 Applicants will apply in writing for membership and agree in writing that they support the objects of the Association, and shall abide by the rules of the Association.
- 4.2.2 Are accepted by the Committee as members.
- 4.2.3 The Committee may refer an application for membership to a General Meeting for determination. The decision to accept or reject an applicant is made at a General Meeting of the Committee.
- 4.2.4 In the event that an applicant is rejected, the applicant has the right of appeal to a Special General Meeting which must be convened by the Secretary on request.

## **5. MEMBERSHIP APPEALS**

- 5.1.1 A candidate, whose application for membership of the Association was rejected or where a member's membership was terminated, shall have the right to appeal, in writing within twenty eight (28) days to the Management Committee.
- 5.1.2 The parties will try to resolve the dispute themselves.
- 5.1.3 A mediator may be appointed to assist in the matter.
- 5.1.4 The Committee will make a final determination, based solely on the information given, and inform the parties involved.

## **6. GRIEVANCE PROCEDURE**

- 6.1.1 The parties to a dispute must attempt to resolve the dispute themselves within 14 days after the dispute has come to the attention of each party.
- 6.1.2 If the parties to a dispute are unable to resolve the dispute between themselves within the given time, any party may start the grievance procedure by giving written notice to the Secretary.
- 6.1.3 The Secretary will give written notice of the Executive committee meeting and to all parties at least 7 days before the meeting is held, giving time and place when the grievance will be heard.
- 6.1.4 If determination of dispute is by the Executive committee, the Executive committee will give each party reasonable time to make their case and shall give a written decision within 7 days.
- 6.1.5 If any party does not agree to the dispute being handled by the Executive committee, a mediator can be appointed.
- 6.1.6 The person appointed as a mediator may be a member or former member of the Association and must not have any personal interest in the subject matter.
- 6.1.7 Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at

- least 5 days before mediation takes place.
- 6.1.8 The mediation must be kept confidential.
- 6.1.9 The mediator cannot determine the matter that is subject of the mediation.
- 6.1.10 The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediation.

## **7. MEMBERSHIP CLASSIFICATION**

### **7.1 Executive Member**

- 7.1.1 Any person elected to the position of Chairperson, Deputy Chairperson, Secretary, Treasurer and who follows the ethos of the Association.

### **7.2 Committee Member**

- 7.2.1 Any person elected to the position who represents a User Group.
- 7.2.2 The number of Committee Members from a User Group will depend on the membership of the User Group:
- (i) 1 - 25 members - up to 1 committee member
  - (ii) 26 - 50 members - 1 to 2 committee members with at least 1 office bearer
  - (iii) 51 - 75 members - 2 to 3 committee members with at least 1 office bearer over
  - (iv) 76 members - 3 to 4 committee members with at least 2 office bearers
- 7.2.3 Any person who follows the ethos of The Association.

7.3 Under section 39 of the Act the following persons must not, without leave of the Commissioner, accept an appointment or act as a member of a management committee of an association:

- 7.3.1 A person who is, according to the Interpretation Act 1984 section 13D a bankrupt or person whose affairs are under insolvency laws;
- 7.3.2 A person who has been convicted, within or outside the State, of-
- (i) an indictable offence in relation to the promotion, formation or management of a body corporate; or
  - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
  - (iii) an offence under Part 4 Division 3 or section 127 of the Act
- Section 39 of the Act only applies to a person who has been convicted of the above offences only for a period of 5 years from the time of the person's conviction, or if the conviction results in a term of imprisonment, from the time of the person's release from custody.

## **8. LIABILITY OF MEMBERS**

- 8.1 A member is only liable for their own outstanding membership fees payable Under Clause 9 of this Constitution.
- 8.2 A Member is not liable, by reason of the person's Membership, for the liabilities of the Association or the cost of winding up the Association.

## **9. MEMBERSHIP FEES**

The Association may set any membership fees, if desired, at the Annual General Meeting.

## **10. CESSATION OF MEMEMBERSHIP**

Membership shall cease upon the happening of one of the following events:

- 10.1 Resignation in writing delivered to the premises of the Association
- 10.2 Failure to pay any attendance or hiring fees due with respect to the attendance of any groups, or children at the Family Centre within two months of the demand having been made by the Association for the outstanding fees.
- 10.3 The member fails to attend three (3) consecutive committee meetings without sending an apology.
- 10.4 The member acts in a manner unbecoming or prejudicial to the purposes and interest of the Association.
- 10.5 Brings the Association into disrepute.
- 10.6 Death

## **11. THE MANAGEMENT COMMITTEE**

The Management Committee will comprise an Elected Executive and Committee Members.

## **12. POWERS**

The Management Committee shall have the power to:

- 12.1 Oversee the day to day operations of the Association and provide By-Laws where necessary.
- 12.2 Raise, aid or contribute in the raising of funds for the use and benefit of the Association for any purpose considered advantageous to the objects of the Association.
- 12.3 Co-opt persons as required to the Committee, without voting rights.
- 12.4 Establish subcommittees with respect to the Association's agreed programmes and method of operation.
- 12.5 Delegate to subcommittee's such powers as the Committee deems desirable.
- 12.6 Delegate staff to fulfil any of the office holders' duties outlined under Rules 13.
- 12.7 Appoint members to fill any vacancy on the Committee for the remainder of the unexpired term.
- 12.8 Employ or dismiss staff consistent with contractual obligations.

12.9 Authorise the reimbursement, from the Associations Bank Account, to any Member for expenses incurred, following a resolution of the Committee, in carrying out their duties in connection with Association business.

### **13. ELECTION OF THE MANAGEMENT COMMITTEE**

The Management Committee will comprise an Executive (Office Bearers) and Committee Members as described in 7.1 and 7.2 of this Constitution.

The term of office is from when the member is elected at the Annual General Meeting and ends when the position is declared vacant at the next Annual General Meeting.

Nominations for the positions must be submitted in writing, on the nomination form obtainable from the Association Secretary.

Members shall be elected by a majority of 50% plus one

13.1.1 If only one member has nominated for a position the chairperson of the meeting will declare them elected to the position.

13.1.2 If there is no nomination for a position, the chairperson will call for nominations from the committee.

13.1.3 Members shall be eligible to serve in any of the office bearing position on the Committee for three (3) consecutive years, at which time such affected members shall either stand down or nominate for election to a different position on the Committee. An exception to this rule can occur only in the event of there being no new nominations for an executive position when the current executive member if they so wish and the Committee so agree, may continue in office until a new nominee is elected.

### **14. DUTIES OF THE EXECUTIVE**

#### **14.1 Chairperson**

14.1.1 The Chairperson at any meeting shall have a casting as well as a determining vote.

14.1.2 The Chairperson, together with the Secretary, shall prepare the agenda for all committee meetings.

14.1.3 The Chairperson will sign the original copy of the Meetings minutes as a true record of proceedings for that meeting.

14.1.4 The Chairperson shall encourage full balanced participation in meetings by all Members and shall decide on matters of order.

14.1.5 The Chairperson shall act as spokesperson unless an alternative spokesperson has been appointed by the Committee. The spokesperson shall make statements in accordance with previously agreed policy or in an emergency following consultation with at least two Committee



Members.

14.1.6 Chair all meetings of the Association.

## **14.2 Deputy Chairperson**

14.2.1 In the absence of the Chairperson, the Deputy Chairperson shall have like power and authority.

14.2.2 Where both the Chairperson and Deputy Chairperson are absent the Committee present, at a properly constituted meeting, may elect a Chairperson for the duration of that meeting.

## **14.3 Treasurer**

14.3.1 The Treasurer shall cause monies received to be paid into an account authorised by the Committee in the name of the Association.

14.3.2 Any such monies received on behalf of the Association are to be banked within reasonable time and deposited to the credit of the Association, with its Bankers.

14.3.3 The Treasurer shall be responsible for ensuring that all accounts of the Association are paid by Cheque or electronic means.

14.3.4 The Committee shall set at the first Committee Meeting following the Annual General Meeting the upper limit of authorised expenditure except in the case of emergency expenditure which is necessary to protect the wellbeing of the building and its participants.

14.3.5 The Treasurer shall have custody and be responsible for all records to be kept of all receipts and payments and other financial transactions, which records shall be available for inspection by any member.

14.3.6 The Treasurer shall keep financial budgets and statements and submit a report to each Committee Meeting.

14.3.7 The Treasurer will prepare or present an audited report on the financial position of the Association at the Annual Financial Meeting.

## **14.4 SECRETARY**

14.4.1 The Secretary shall call meetings in accordance with the provision of the Rules of the Association.

14.4.2 The Secretary will ensure that Notices of Meetings and Agendas, are sent to all Members according to Clause 15 of these Rules.

14.4.3 The Secretary will minute all meetings of the Committee, recording attendees, all business considered and the results of all motions voted on. The minutes of every meeting will be kept for a period of seven (7) years.

14.4.4 The Secretary shall keep records of the business of the Association in their possession including the Rules and Policies of the Association, and records of submissions or reports made by or on behalf of the Association.

- 14.4.5 The Secretary will maintain a register of the members of the Association.
- 14.4.6 In the absence of the Secretary another member shall be appointed as minutes Secretary for the duration of the meeting.
- 14.4.7 The Minutes of all Committee Meetings, Annual, Financial and Special Meetings and records of the Association shall be accessible at all times to all members. Any minutes, documents or records designated by the Committee as confidential shall be accessible to members on the vote of a Special General Meeting only.
- 14.4.8 The Secretary will have nomination forms for positions on the Management Committee available twenty eight (28) days prior to the Annual General Meeting.

## **15. MEETINGS**

### **15.1 Annual General Meeting**

The Annual General Meeting shall be held in March each year.

### **15.2 Annual Financial Meeting**

The Annual Financial Meeting shall be held within three (3) months of the end of the Associations Financial Year.

### **15.3 General Meeting**

General Meetings shall be held not less than six (6) times in each calendar year and not less than 3 months apart and may be called by The Secretary or by the written request of twenty percent (20%) or three (3) committee members whichever is the less.

### **15.4 Special General Meeting**

The Secretary shall call a Special General Meeting of the Association within twenty one (21) days of receipt of a directive of the Committee, or the written request of twenty percent (20%) or three (3) Committee Members whichever is the less. Such request to be signed by the Members and specifying the business to be carried out at that meeting. The Meeting will be held within twenty eight days of receipt of such directive request. Only the specified business will be discussed at that Meeting

## **16. ORDER OF BUSINESS**

### **16.1 Procedure for Meetings**

#### **16.1.2 Annual General Meeting**

Open Meeting

Acknowledgement to Country

Attendance

Apologies

Conflicts of Interest

Minutes of the Previous Annual General Meeting

Report from the Chairperson

Amendments to the Constitution  
Election of Office Bearers  
Date of next Annual General Meeting  
Close Meeting

#### **16.1.3 Annual Financial Meeting**

Open Meeting  
Acknowledgement to Country  
Attendance  
Apologies  
Conflicts of Interest  
Minutes of the Previous Annual Financial Meeting  
Treasurers Report  
Date of next Annual Financial meeting  
Close Meeting

#### **16.1.4 General Meetings**

Open Meeting  
Acknowledgement to Country  
  
Attendance  
Apologies  
Conflicts of Interest  
Financial Report  
Business from Previous Minutes  
Business Arising  
Occupational Health and Safety Report  
Policies and Procedures  
Report from Centre Coordinator  
Sustainability at the Centre  
Reports from User Groups  
Date of Next Meeting  
Close Meeting

#### **16.1.5 Special General Meeting**

Open Meeting  
Acknowledgement to Country  
Attendance  
Apologies  
Conflicts of Interest  
Business to be discussed  
Close Meeting

## **17. NOTICE OF MEETINGS**

- 17.1 No less than fourteen (14) clear days' notice, and in the case of proposed alterations to the Rules of Association, twenty eight (28) days' notice shall be given to the members.
- 17.2 Notice of meetings shall be sent to members via post or email noting the place, date and hour for the Meeting.
- 17.3 In the case of a Special General Meeting, the nature of the business to be carried out at the meeting will be detailed.

## **18. QUORUM**

No business shall be transacted at any Meeting unless a quorum of members is present at the time when the meeting proceeds to its business. Quorum at any Meeting shall be six members or two thirds of the members whichever the less is. If at any Meeting there is no quorum within thirty (30) minutes of the time appointed then a majority of members present shall decide to adjourn the meeting for a period of not more than fourteen (14) days. The quorum for such adjourned meetings shall be reduced to five members or two thirds, whichever is the less failing which the meeting shall lapse. For the purpose of the Rule, Meetings include the Annual, Financial and Special General Meetings.

## **19. VOTING**

All voting shall:

- 19.1 be restricted to Members
- 19.2 be by a show of hands
- 19.3 be by show of hands except that any contested election at an Annual General Meeting will be by secret ballot PROVIDED THAT the meeting requests that the vote be taken this way
- 19.4 be under exceptional circumstances by electronic means if the member is not present in person but is available via the internet and is recorded as attending the meeting electronically.

## **20. FINANCE**

- 20.1 The Financial Year of the Association shall be from 1<sup>st</sup> July to 30<sup>th</sup> June.
- 20.2 All funds of the Association shall be under the control of the Management Committee.
- 20.3 The Committee will authorise, open and operate bank accounts.
- 20.4 The Committee will authorise any two of three of the Executive Members as signatories on the bank accounts.
- 20.5 The income of the Association shall be derived from User Groups using the Centre, Government funding, grants, interest, fundraising and from special events organised by the Committee.
- 20.6 For each financial year, the committee must ensure that the requirements imposed on the Association under Part 5 of the Act relating to the financial

statements or financial report of the Association are met.

20.7 without limiting rule 20.6, those requirements include -

- (a) if the Association is a tier 1 association, the preparation of the financial statements; and
- (b) if the Association is a tier 2 association or tier 3 association, the preparation of the financial report; and
- (c) if required, the review or auditing of the financial statements or financial report, as applicable; and
- (d) the presentation to the annual general meeting of the financial statements or financial report, as applicable; and
- (e) 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 statements or financial report.

## **21 AUDITOR**

The Committee have the option to either appoint or not appoint a suitably qualified Auditor, not being a member of the Association, at the Annual Financial Meeting of The Association.

The Treasurer will present an audited report, or if there is no audited report, they will present a detailed report outlining the financial position of the Association to the Annual Financial Meeting.

## **22. THE CONSTITUTION**

- 22.1 The adoption of this Constitution in substitution for the previous one shall not affect any right, duty or liability or any matter of thing properly done, commenced, acquired or imposed under it;
- 22.2 On adoption of this Constitution the previous Constitution is repealed.
- 22.3 No alteration, repeal or addition to this Constitution shall be made except at the Annual General Meeting.
- 22.4 These Rules may be amended by a majority of not less than three quarters (75%) of members present at The Annual General Meeting of the Association provided that notice of the proposed alteration shall have been given in writing to the Secretary prior to that meeting and all members have been notified of the proposed amendment at least twenty eight (28) days prior to the Annual General Meeting.

## **23. INSURANCE**

The Association shall effect and maintain appropriate Public Liability Insurance together with any other Insurance regarded as necessary by the Committee.

## **24. INCOME AND PROPERTY**

The income and property of the Association shall be applied solely towards the promotion of the objective of the Association. No portion shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise by way of profit to or amongst the Members of the Association. Nothing in this clause shall prevent the payment in good faith to any member in respect of monies advanced by it or other persons in return for services actually rendered to the Association.

## **25. INDEMNITY**

- 25.1 Every Committee Member of the Association shall be indemnified by the Association against all claims, costs, losses and expenses which such officer may incur by reason of any act done bona fide by such member in the discharge of their duties relating to the affairs of the Association and within the scope of that
- 25.2 No Member shall be required to contribute towards the payment of any liabilities of the Association, whether on dissolution or otherwise.

## **26. THE COMMON SEAL**

- 26.1 The Common Seal of the Association shall be in the custody of the Secretary and shall be affixed to any document with the authority of the Committee.
- 26.2 All documents to which the Common Seal is affixed shall be witnessed by two Committee Members including the Chairperson
- 26.3 Every use of the Common Seal will be recorded in the register of Minutes of Meetings and notices.

## **27. DISSOLUTION**

- 27.1 If upon the winding up of the Association, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the Members, but shall be given or transferred to another association incorporated under the Act which has similar objects and which association shall be determined by resolution of the members.
- 27.2 The Association shall be not dissolved except by (Special Resolution) approval of not less than 75% three quarters of the members present and voting at a meeting called for that purpose of which not less than twenty eight (28) days written notice, including notice of the proposed dissolution has been given to all members.