

**ARTICLES OF ASSOCIATION
OF THE
KULUNGAH-MYAH
FAMILY CENTRE INC.**

ABN 90 670 563 460

**An association incorporated pursuant to the
Associations Incorporations Act 2015 (WA)
As Amended 2024**

www.kmcommunitycentre.org

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ARTICLES OF ASSOCIATION

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.

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 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 Centre as enacted by the Committee.

Act means the Associations Incorporation Act 2015.

Books of the Association includes the following:

- a register
- financial records
- minutes of all committee meetings
- any other record of information

Board of Governance means the elected members 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 the office of Treasurer of the Association.

Executive Committee means the statutory holders within the Board.

Financial records include 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.

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 Board.

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 / PURPOSE

Kulungah-Myah Family Centre Inc. is an institution which has the charitable purpose of advancing social and public welfare by:

(1) Advancing mental health and preventing social isolation;

(2) Providing a physical location to support individuals to undertake activities, or work on projects, in the company of others in response to community needs.

4. NOT-FOR-PROFIT BODY

4.1

The property and income of the Association must be applied solely towards the promotion of the objects or purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member, except in good faith in the promotion of those objects or purposes.

4.2

A payment may be made to a member out of the funds of the Association only if it is authorised under sub rule 4.3

4.3

A payment to a member out of the funds of the Association is authorised if it is:

- a) the payment in good faith to the member as reasonable remuneration for any
- b) services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
- c) the payment of interest, on money borrowed by the Association from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
- d) the payment of reasonable rent to the member for premises leased by the member to the Association; or
- e) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Association.

5. MEMBERSHIP

5.1

Eligibility for membership

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

5.2

Applying for membership

- 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.
- Are accepted by the Board as members.
- The Board 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 Board.
- If 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. The Executive Committee is not required to provide reasons but must, upon request, be able to demonstrate that the rejection of any membership application was for reasons other than the personal characteristics of the applicant such as, without limitation, their age, race or background.

5.3

Membership Appeals

- 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 Board.
- The parties will try to resolve the dispute themselves.
- A mediator may be appointed to assist in the matter.
- The Board will make a final determination, based solely on the information given, and inform the parties involved.

6. MEMBERSHIP CLASSIFICATION

6.1

Executive Member

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

6.2

Board Member

- a) Any person elected to the position who represents a User Group. No more than two members of a User Group can sit on the Board.
- b) Any person who follows the ethos of The Association.
- c) 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/board of an association:
 - A person who is, according to the Interpretation Act 1984 section 13D
 - a bankrupt or person whose affairs are under insolvency laws,
 - A person who has been convicted, within or outside the State of WA,
 - an indictable offense in relation to the promotion, formation or management of a body corporate; or
 - an offense involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - an offense under Part 4 Division 3 or section 127 of the Act
- d) Section 39 of the Act only applies to a person who has been convicted of the above offenses 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.

7. LIABILITY OF MEMBER

A member is only liable for their own outstanding membership fees payable under Clause 9 of these Articles of Association. 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.

8. MEMBERSHIP FEES

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

9. CESSATION OF MEMBERSHIP

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

- a) Resignation in writing emailed/mailed to the Chairperson, or if it is the Chairperson to Secretary.
- b) 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.
- c) The member fails to attend three (3) consecutive committee meetings without sending an apology.
- d) The member acts in a manner unbecoming or prejudicial to the purposes and interest of the Association.
- e) Brings the Association into disrepute.
- f) Death

10. THE BOARD

The Board will comprise an Elected Executive and General Members.

11. POWERS

The Board Committee shall have the power to:

- a) Oversee the day-to-day operations of the Association and provide By-Laws where necessary.
- b) 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.
- c) Co-opt persons to the Board as required, without voting rights.
- d) Establish subcommittees with respect to the Association's agreed programs and method of operation.
- e) Delegate to subcommittee's such powers as the Board deems desirable.
- f) Delegate staff to fulfill any of the office holders' duties outlined under Rules 13.
- g) Appoint members to fill any vacancy on the Board for the remainder of the unexpired term.
- h) Employ or dismiss staff consistent with contractual obligations.
- i) Authorise the reimbursement from the Associations Bank Account to any member for expenses incurred, following a resolution of the Board, in carrying out their duties in connection with Association business.
- j) The acts of the Board, its members and subcommittees are valid despite any defect that may afterwards be discovered in the election, appointment or qualification of a Board member or a subcommittee.

12. ELECTION OF THE BOARD

12.1

The Board will comprise an Executive (Office Bearers) and General Members as described in Section 13 of these Articles of Association. 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.

12.4

Members shall be elected by a majority of 50% plus one. If only one member has nominated for a position the Chairperson of the meeting will declare them elected to the position. If there is no nomination for a position, the chairperson will call for nominations from the Board.

12.5

Members shall be eligible to serve in any of the office bearing position on the Board 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 Board. 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 Board so agree, may continue in office until a new nominee is elected.

12.6

Casual Vacancies

The Board may appoint a member who is eligible to fill a position on the Board that has become vacant or was not filled by election at the most recent annual general meeting. If the position of secretary becomes vacant, the Board must appoint a member who is eligible to fill the position within 14 days after the vacancy arises. Subject to the requirement for a quorum the Board may continue to act despite any vacancy in its membership. If there are fewer Board members than required for a quorum, the Board may act only for the purpose of appointing Board members or convening a general meeting.

13. DUTIES OF THE EXECUTIVE

13.1 Chairperson

The Chairperson shall:

- a) Have a casting as well as a determining vote at any meeting.
- b) Together with the Secretary, shall prepare the agenda for all Board meetings.
- c) Sign the original copy of the Meetings minutes as a true record of proceedings for that meeting.

- d) Encourage full balanced participation in meetings by all Members and shall decide on matters of order.
- e) Act as spokesperson unless an alternative spokesperson has been appointed by the Board. The spokesperson shall make statements in accordance with previously agreed policy or in an emergency following consultation with at least two Board Members.

13.2 Deputy Chairperson

The Deputy Chairperson shall:

- a) In the absence of the Chairperson, the Deputy Chairperson shall have like power and authority.
- b) Where both the Chairperson and Deputy Chairperson are absent the from the Board present, at a properly constituted meeting, may elect a Chairperson for the duration of that meeting.

13.3 Treasurer

The Treasurer shall:

- (a) ensuring that any amounts payable to the Association are collected and issuing receipts for those amounts in the Association's name;
- (b) ensuring that any amounts paid to the Association are credited to the appropriate account of the Association, as directed by the Board;
- (c) ensuring that any payments to be made by the Association that have been authorised by the Board or at a general meeting are made on time;
- (d) ensuring that the Association complies with the relevant requirements of Part 5 of the Act;
- (e) ensuring the safe custody of the Association's financial records, financial statements and financial reports, as applicable to the Association;
- (f) if the Association is a tier 1 association, coordinating the preparation of the Association's financial statements before their submission to the Association's annual general meeting;
- (g) if the Association is a tier 2 association or tier 3 association, coordinating the preparation of the Association's financial report before its submission to the Association's annual general meeting;
- (h) providing any assistance required by an auditor or reviewer conducting an audit or review of the Association's financial statements or financial report under Part 5 Division 5 of the Act;
- (i) carrying out any other duty given to the treasurer under these rules or by the Board.

13.4 Secretary

The Secretary shall:

- (a) dealing with the Association's correspondence;
- (b) consulting with the chairperson regarding the business to be conducted at each Board meeting;
- (c) preparing the notices required for meetings and for the business to be conducted at meetings;

- (d) unless another member is authorised by the Board to do so, maintaining on behalf of the Association the register of members, and recording in the register any changes in the membership, as required under section 53(1) of the Act;
- (e) maintaining on behalf of the Association an up-to-date copy of these rules, as required under section 35(1) of the Act;
- (f) unless another member is authorised by the Board to do so, maintaining on behalf of the Association a record of Board members and other persons authorised to act on behalf of the Association, as required under section 58(2) of the Act;
- (g) ensuring the safe custody of the books of the Association, other than the financial records, financial statements and financial reports, as applicable to the Association;
- (h) maintaining full and accurate minutes of Board meetings;
- (i) carrying out any other duty given to the secretary under these rules or by the Board.

14. MEETINGS

14.1

The **Annual General Meeting** (AGM) shall be held in March each year.

14.2

The **Annual Financial Meeting** shall be held within three (3) months of the end of the Association's Financial Year.

14.3

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) Board members whichever is the least.

14.4

The Secretary shall call a **Special General Meeting** of the Association within twenty-one (21) days of receipt of a directive of the Board, or the written request of twenty percent (20%) or three (3) Board 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.

15. ORDER OF BUSINESS

15.1

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 Articles of Association
- Election of Office Bearers
- Date of next Annual General Meeting
- Close Meeting

15.2

Annual Financial Meeting

- Open Meeting
- Acknowledgement of Country
- Attendance
- Apologies
- Conflicts of Interest
- Minutes of the Previous Annual Financial Meeting
- Treasurer's Report
- Date of next Annual Financial meeting
- Close Meeting

15.3

General Meetings

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

15.4

Special General Meeting

- Open Meeting
- Acknowledgement of Country
- Attendance
- Apologies
- Conflicts of Interest
- Business to be discussed
- Amendments to the Articles of Association
- Close Meeting

16. NOTICE OF MEETINGS & ELECTRONIC PARTICIPATION

16.1

No less than fourteen (14) clear days' notice, and in the case of proposed alterations to the Articles of Association, twenty-eight (28) days' notice shall be given to the members.

16.2

Notice of meetings shall be sent to members via post or email noting the place, date and hour for the Meeting. In the case of a Special General Meeting, the nature of the business to be carried out at the meeting will be detailed.

16.3

The presence of a member at a general meeting need not be by attendance in person but may be by that member and each other member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.

17. QUORUM & ADJOURNMENT

17.1

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.

17.2

Quorum at any Meeting shall be six members or two thirds of the members, whichever the less is.

17.3

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 this Rule, Meetings include the Annual, Financial and Special General Meetings.

17.4

The Chairperson of a general meeting at which a quorum is present may, with the consent of a majority of the ordinary members present at the meeting, adjourn the meeting to another time at the same place or at another place. A meeting may be adjourned:

- a) if there is insufficient time to deal with the business at hand; or
- b) to give the members more time to consider an item of business.

No business may be conducted on the resumption of an adjourned meeting other than the business that remained unfinished when the meeting was adjourned. Notice of the adjournment of a meeting under this rule is not required unless the meeting is adjourned for 14 days or more, in which case notice of the meeting must be given in accordance with Rule 16.

18. VOTING

All voting shall:

- a) be restricted to Members of the Board
- b) be by a show of hands
- c) in 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.
- d) be 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.

19. GRIEVANCE PROCEDURE & MEDIATION

19.1

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. 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.

19.2

The Secretary will give written notice of the Executive meeting and to all parties at least 7 days before the meeting is held, giving time and place when the grievance will be heard. 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.

19.3

If any party does not agree to the dispute being handled by the Executive Committee, a mediator can be appointed. 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, or be biased in favour or against any party, or else be a mediator with another non-for-profit body such as a community legal centre.

19.4

The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation. 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. The mediator cannot determine the matter that is subject of the mediation.

19.5

The mediation must be kept confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.

19.6

The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediation.

19.7

In conducting the mediation, the mediator must give each party to the mediation every opportunity to be heard; and allow each party to the mediation to give due consideration to any written statement given by another party; and ensure that natural justice is given to the parties to the mediation throughout the mediation process.

19.8

The outcome of mediation does not affect the validity of any decision made at a committee meeting or general meeting during the period of suspension or expulsion of any party who may have been suspended or expelled prior to the mediation.

20. FINANCE

- a) The Financial Year of the Association shall be from 1st July to 30th June.
- b) All funds of the Association shall be under the control of the Board.
- c) The Board will authorise, open and operate bank accounts.
- d) The Board will authorise any two of three of the Executive Members as signatories on the bank accounts.

- e) The income of the Association shall be derived from hire fees paid by User Groups or casual users of the Centre, Government funding, grants, interest, fundraising, sponsorships, and from special events organised by the Executive, or by charitable donations subject to current ACNC registration.
- f) For each financial year, the Board 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 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 financial statements or financial report.

21. AUDITOR

21.1

The Board has 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.

21.2

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 ARTICLES OF ASSOCIATION

22.1

The adoption of these Articles of Association 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 these Articles of Association, the previous Articles of Association are repealed.

22.3

No alteration, repeal or addition to these Articles of Association shall be made except by Special General Meeting. These Articles may be amended by a majority of not less than three quarters (75%) of members present at a Special General Meeting, provided that, notice of the proposed alteration is 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.

23. INSURANCE

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

24. INDEMNITY

24.1

Every Board 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.

24.2

No Member shall be required to contribute towards the payment of any liabilities of the Association, whether on dissolution or otherwise.

25. DISSOLUTION

25.1

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.

25.2

If upon the winding up of the Association, there remains after satisfaction of all its debts and liabilities any property whatsoever (but does not include books relating to the management of the Association), 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, namely an association with a similar charitable purpose. This charity shall be determined by resolution of the members.

26. EXECUTING DOCUMENTS

The Association may execute a document without using a common seal if the document is signed by:

- (a) 2 Board; or
- (b) one Board member and a person authorised by the Board.

27. CUSTODY OF RECORDS

27.1

The books and any securities of the Association must be kept in the secretary's custody or under the secretary's control.

27.2

The financial records and, as applicable, the financial statements or financial reports of the Association must be kept in the treasurer's custody or under the treasurer's control.

27.3

The books of the Association must be retained for at least 7 years.

28. ALTERATION

28.1

The adoption of these Articles of Association 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.

28.2

On adoption of these Articles of Association the previous Articles of Association are repealed.

28.3

No alteration, repeal or addition to these Articles of Association shall be made except by Special General Meeting. These Articles may be amended by a majority of not less than three quarters (75%) of members present at a Special General Meeting, provided that, notice of the proposed alteration is 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.