



THE CONSTITUTION

OF

EDMUND RICE CAMPS FOR KIDS (WA) INCORPORATED

1 INTERPRETATION

1.1 Definitions

In this Constitution, unless the context requires otherwise:-

1.1.1 *Act* means:

- (a) prior to 1 July 2016, the *Associations Incorporation Act 1987* (WA); and
- (b) from 1 July 2016, the *Associations Incorporation Act 2015* (WA);

1.1.2 *Act (2015)* means the *Associations Incorporation Act 2015* (WA);

1.1.3 *Annual General Meeting* means a meeting of the Members convened in accordance with clause 5.1;

1.1.4 *Association* means Edmund Rice Camps for Kids (WA) Incorporated;

1.1.5 *Association Year* means the financial period from time to time specified by the Board, and until so specified, each period from 1 January until 31 December in the same year;

1.1.6 *Auditor* means the person engaged pursuant to clause 8.3;

1.1.7 *Board* means the Board of the Association provided for in clause 6 of this Constitution;

- 1.1.8 **Board Meeting** means a meeting of the Board Members convened in accordance with clause 6.3;
- 1.1.9 **Board Member** means a Member appointed to the Board in accordance with clause 6.1.4;
- 1.1.10 **CEO** means the person employed by the Association in the position of Chief Executive Officer;
- 1.1.11 **Chairperson** means the Board Member elected to the office described in clause 6.1.1(a);
- 1.1.12 **children's programs** includes camps and activities for children supervised by volunteer mentors approved by the CEO;
- 1.1.13 **Convening Member** means any Member who intends to call a Special General Meeting when the entire Board is vacant;
- 1.1.14 **General Meeting** means either an Annual General Meeting or a Special General Meeting;
- 1.1.15 **Member** means a person admitted to membership of the Association in accordance with clause 4.2;
- 1.1.16 **Regulations** means those regulations that are made pursuant to the Act;
- 1.1.17 **Secretary** means the Board Member elected to the office described in clause 6.1.1(c);
- 1.1.18 **Special General Meeting** means a meeting of the Members convened in accordance with clause 5.4;
- 1.1.19 **Special resolution** has the meaning provided in the Acts.

1.2 **Extension of Meaning**

In this Constitution, where necessary, the plural shall include the singular and the masculine shall include the feminine, and in each case, vice versa.

2 **ESTABLISHMENT, CHANGE AND DISSOLUTION**

2.1 **Name**

The name of the Association shall be "Edmund Rice Camps for Kids (WA) Incorporated".

2.2 **Association to be Non-Profit**

The property and income of the Association shall be applied solely and exclusively for the promotion of its objects, and no part may be applied or transferred, directly or indirectly, by way of pecuniary profit to a member.

2.3 Members May Be Paid For Services

Notwithstanding clause 2.2, the Board may resolve for the Association to:

- (a) make a payment to a Member for a service rendered by, or property acquired from, that Member; or
- (b) reimburse a Member for expenses incurred by the Member in connection with carrying out the Association's business.

2.4 Alteration to the Constitution

This Constitution may at any time be altered in accordance with the procedure set out in the Act.

2.5 Validation of Act

2.5.1 Every act of the Association shall be deemed to be fully valid and effective notwithstanding any defect in the notice of the meeting or meeting procedure at which the same was resolved or any other defect that may arise except if act is annulled by resolution passed at a Special General Meeting of Members called for that purpose within 2 months of the relevant act.

2.5.2 Every act and appointment of the Board shall be deemed to be valid and effective notwithstanding any defect in the notice of the meeting or meeting procedure at which the same was resolved or any other defect that may arise except if the act or appointment is annulled by a resolution passed at a Board Meeting called for that purpose within 2 months of the relevant act or appointment.

2.6 Dissolution of the Association

The Association may, at any time, be dissolved by a special resolution of the Members passed at a General Meeting.

2.7 Surplus Property after Dissolution

2.7.1 If the Association is wound up or dissolved, any property or surplus assets remaining after the satisfaction of all the Association's debts and liabilities must:

- (a) not be paid to or distributed among the Association's current or former Members;
- (b) be given or transferred as determined by resolution of the Members to another association incorporated under the Act, which:

- (i) is a public benevolent association for the purposes of any Commonwealth taxation Act;
- (ii) has similar or identical objects to the Association;
- (iii) applies its assets for the objects referred to in sub-clause (ii); and
- (iv) is not carried out for the purposes of profit or gain to its individual members.

3 OBJECTS AND POWERS

3.1 Objects

The objects of the Association are:-

- 3.1.1 To assist in the relief of suffering, poverty and distress of children from economically and/or emotionally deprived backgrounds.
- 3.1.2 To assist disadvantaged and behaviourally difficult children to advance their sense of self-worth, spiritual, emotional and material wellbeing.
- 3.1.3 To give assistance by providing customised recreational and life-educational programs directly to children suffering poverty and/or emotional stress.
- 3.1.4 Through liaison with various welfare agencies to identify suffering and deprived children who could be assisted by the programs.
- 3.1.5 To provide opportunities for young adults to exercise leadership and social responsibility by participating in the activities and conduct of the association.
- 3.1.6 To remain an accredited Edmund Rice Ministry and comply as required with any associated conditions of accreditation. In exchange for this the Association will carry the name Edmund Rice.

3.2 Powers

The Association has the power to do all such things as are necessary, incidental or conducive to the attainment of the objects of the Association and may:-

- (a) raise and spend funds for the purpose of satisfying the objects of the Association;
- (b) invest money;
- (c) employ or engage employees and/or contractors;

- (d) organise and conduct children's programs;
- (e) purchase, lease and/or hire real and personal property;
- (f) advertise and network for the benefit of the Association or its objects;
and
- (g) promote the Association's public profile.
- (h) Enter into service level agreements

3.3 Funds

3.3.1 The Association's funds are to be used to satisfy the Association's objects.

3.3.2 The Association's funds may be derived from donations, fund raising activities, grants, interest and any other sources approved by the Board.

3.4 Deductible Gift Fund

Without limiting any of the powers in clause 3.2, the Association has the power to set up and operate separate funds, including a deductible gift fund for the purposes of, and in accordance with, Commonwealth income tax law.

4 MEMBERSHIP

4.1 Application for Ordinary Membership

Any natural person who intends to become a Member must deliver to the Secretary a written application to become a Member in a form acceptable to the Board.

4.2 Admission to Membership

4.2.1 Upon request by any Board Member, the Secretary must provide to the Board full copies of any and all applications for membership received in accordance with clause 4.1.

4.2.2 The Secretary must inform the Board of all applications for membership received in accordance with clause 4.1.

4.2.3 The CEO and Secretary shall consider and either approve or deny each application for membership received in accordance with clause 4.1.

4.2.4 In determining whether to approve or deny each application for membership received in accordance with clause 4.1, the CEO and Secretary must only consider:

- (a) whether the applicant is a person of good character;

- (b) whether the applicant is likely to support the objects of the Association;
- (c) whether the applicant's membership to the Association will positively or adversely affect the Association; and
- (d) whether the applicant is in the employ of the Association.

4.2.5 An employee of the Association cannot be a Member.

4.2.6 In the event that the CEO and Secretary cannot unanimously resolve to approve or deny an application for membership received in accordance with clause 4.1, the Chairperson will determine whether to approve or deny the application and, in doing so must only consider the matters set out in clauses 4.2.4(a) to 4.2.4(d).

4.2.7 The decision of the CEO and Secretary, alternatively the Chairperson made pursuant to clause 4.2.6, is final.

4.3 **Register of Members**

The Association must maintain a register of each Member's full name along with his/her residential and e-mail addresses.

4.4 **Privileges of all Members**

Any member may:-

- 4.4.1 receive all notices of General Meetings;
- 4.4.2 attend any General Meeting and exercise one vote in respect of any motion put to a vote of Members at any such meeting;
- 4.4.3 be eligible to be appointed in accordance with the Constitution as a Board Member;
- 4.4.4 attend, or participate in, such functions, events or activities as the Association or the Board may organise for Members; and
- 4.4.5 utilise such facilities as are made available for Members.

4.5 **Discipline of Members**

4.5.1 If the Board determines that a Member has:-

- (a) breached this Constitution; or
- (b) acted in a manner contrary to the objects of the Association;

the Board may terminate that Member's membership.

4.6 Cessation of Membership

A member shall cease to be a member:-

- 4.6.1 upon death;
- 4.6.2 upon written resignation delivered to the Secretary;
- 4.6.3 upon resolution passed by the Board pursuant to clause 4.5;
- 4.6.4 if s/he becomes an employee of the Association; or
- 4.6.5 unless otherwise resolved by the Board, if s/he does not attend three consecutive General Meetings.

4.7 Proxies

A Member may appoint in writing another Member to be the Member's proxy and to attend, and vote on the Member's behalf, at any General Meeting.

4.8 No Membership Fees

Members are not required to pay any admission or annual fees to be a Member.

5 MEETING OF MEMBERS

5.1 Annual General Meeting

- 5.1.1 The Association shall hold one Annual General Meeting during each Association Year.
- 5.1.2 The Annual General Meeting will be held at such a place and time as the Board decides.
- 5.1.3 The period between consecutive Annual General Meetings must not exceed 15 months.

5.2 Notice of Annual General Meeting

The Board shall give Members at least 14 days' written notice of the Annual General Meeting.

5.3 Business of the Annual General Meeting

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

- 5.3.1 reading of the notice of the meeting;

- 5.3.2 recording of apologies;
- 5.3.3 reading of the minutes of the previous Annual General Meeting;
- 5.3.4 reading of the minutes of all Special General Meetings (if any) since the previous Annual General Meeting;
- 5.3.5 reading of a report of the Chairperson to the Association on the activity of the Association during the preceding Association Year;
- 5.3.6 reading of the financial reports described in Clause 8.1 of this Constitution;
- 5.3.7 notifying Members of the name of any Board Member that was appointed to the Board after the previous Annual General Meeting;
- 5.3.8 any special business of which 14 days' prior written notice has been given.

5.4 **Special General Meetings**

- 5.4.1 The Board may, by 14 days' prior written notice to all Members, convene a Special General Meeting to conduct the business stated in the written notice.
- 5.4.2 Within 14 days of the Secretary receiving a written request for a Special General Meeting (**Special General Meeting Request**) made by at least 20% of all Members, the Board must issue a notice of Special General Meeting.
- 5.4.3 The notice of Special General Meeting must:-
 - (a) convene a Special General Meeting to conduct the business stated in the Special General Meeting Request in not less than 15 days or more than 28 days from the date that the notice of Special General Meeting is issued; and
 - (b) be sent to all Members.
- 5.4.4 The Board must convene a Special General Meeting in accordance with the notice of Special General Meeting.

5.5 **Notices of Meetings of Members**

A notice of any General Meeting must be issued to every Member by post or e-mail.

5.6 **Quorum at General Meetings of Members**

A quorum at a General Meeting is at least five (5) Members, except that no quorum shall exist if both the Chairperson and Deputy Chairperson are absent from the General Meeting, unless a Board Member is elected Chairperson in accordance with clause 5.8.

5.7 **Procedure if no Quorum**

If no quorum exists within 15 minutes after the appointed General Meeting start time, the General Meeting shall be adjourned to the same time and day of the following week at which no quorum shall be necessary.

5.8 Chairperson of General Meetings of Members

At a General Meeting, the Chairperson or, if absent, the Deputy Chairperson or, if absent, a Board Member elected by the Board, shall act as the chairperson of a General Meeting of Members.

5.9 Chairperson's Powers

At a General Meeting, the chairperson of a General Meeting of Members shall:-

- 5.9.1 have a casting vote (in addition to his/her own vote) in the case of an equality of votes;
- 5.9.2 decide the order of business (other than as is set out in this Constitution);
- 5.9.3 decide all points of order; and
- 5.9.4 decide whether a vote shall be on voices alone, a show of hands or ballot.

5.10 Evidence of Proceedings

- 5.10.1 Minutes of the proceedings of every General Meeting shall be entered and kept in a minute book.
- 5.10.2 Once signed, the minutes shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted.
- 5.10.3 Unless annulled at a General Meeting pursuant to clause 2.5.1, signed minutes shall be binding on all Members and the Association.

6 THE BOARD

6.1 Composition of the Board

- 6.1.1 The Board shall consist of between 7 and 10 members:-
 - (a) Chairperson;
 - (b) Deputy Chairperson;
 - (c) Secretary;
 - (d) Treasurer;
 - (e) 3 to 6 ordinary Board Members; and

- 6.1.2 Every Board Member must be a Member.
- 6.1.3 The CEO attends Board Meetings by invitation and is not a member of the Board
- 6.1.4 Board Members will be appointed by a resolution passed by at least 75% of the Board present and voting at a Board Meeting.
- 6.1.5 When determining whether or not to appoint a person as a Board Member, the Board must only consider:-
- (a) whether the person is or is willing to become a Member;
 - (b) whether or not the person has in writing consented to being appointed a Board Member;
 - (c) whether the person is of good character;
 - (d) whether the person is likely to support the objects of the Association;
 - (e) whether the person's Board membership will positively or adversely affect the Association;
 - (f) the skills and experience that the Board and the Association require;
 - (g) whether or not the person has the skills and experience referred to in sub-clause (f) above; and
 - (h) whether or not the person requires and, if so, has obtained the Commissioner's leave referred to in section 39(2) of the Act (2015).
- 6.1.6 Subject to clause 6.2.2, Board Members, with the exception of the Chairperson will be appointed for a term of three years. They may be re-appointed for a second consecutive term of three years but not for a third consecutive term.
- 6.1.7 The Board is to elect its Chairperson, Deputy Chairperson, Secretary and Treasurer by a resolution passed by at least 75% of the Board present and voting at the relevant Board Meeting.
- 6.1.8 A Board Member elected to the office of:-
- (a) Deputy Chairperson;
 - (b) Secretary; or
 - (c) Treasurer;

will hold that office for the length of his/her term and, if re-elected for a subsequent term, will continue to hold that office for his/her subsequent term.

6.1.9 Subject to clause 6.2.2, a Board Member is elected to the office of Chairperson for a term of three years. The Chairperson may be re-elected for two further terms of three years but not for a fourth consecutive term.

6.1.10 If, at any time, the entire Board is vacant, then:

- (a) by 14 days' written notice issued by the Convening Member to every other Member, the Convening Member may call a Special General Meeting;
- (b) at the Special General Meeting referred to in sub-clause (a), the Members present and voting may elect up to 5 Board Members from the floor of the Special General Meeting; and
- (c) a person cannot be elected to the Board pursuant to sub-clause (b) unless:
 - (i) s/he is a Member;
 - (ii) s/he consents to being elected as a Board Member; and
 - (iii) if applicable, s/he has satisfied section 39(2) of the Act (2015).

6.2 Vacancies

6.2.1 If a casual vacancy occurs on the Board, the Board may appoint a person to fill the vacancy.

6.2.2 A casual vacancy occurs if a Board Member:-

- (a) dies;
- (b) ceases to be a Member
- (c) is disqualified from being a Board Member under the Act;
- (d) becomes permanently physically or mentally incapacitated;
- (e) resigns in writing to the Board;
- (f) fails to attend 3 consecutive Board Meetings, of which the Board Member has been given notice, unless the Board Member has notified the Board that they will be unable to attend the Board Meetings or the Board Member is currently serving a term of leave approved by the Board (whereby that term of leave does not extend a Board Member's term of appointment to the Board); or

(g) ceases to be a Member pursuant to clause 4.5.1.

6.2.3 Any Member appointed by the Board to fill a casual vacancy shall remain a Board Member until:-

(a) one of the events referred to in clause 6.2.2 occurs to him/her; or

(b) but for the casual vacancy, his/her predecessor's term as a Board Member would have expired.

6.2.4 A Board Member who fills a casual vacancy may be re-appointed by the Board for a subsequent term in accordance with clause 6.1.6 or 6.1.9 as is relevant.

6.3 **Board Meetings**

6.3.1 The Board may meet at any place and time that it thinks fit.

6.3.2 Any 2 Board Members or the Chairperson, or if the Chairperson is absent, the Deputy Chairperson, may convene a Board Meeting.

6.3.3 A Board Meeting is convened by 7 days' written notice given to every Board Member.

6.3.4 A notice of Board Meeting must be issued to every Board Member by post or email.

6.3.5 The Board must keep full and correct minutes of Board Meetings.

6.4 **Special Meetings of the Board**

The Chairperson or if s/he is absent the Deputy Chairperson, may convene a Special Meeting of the Board and fix the date and place of such meeting.

6.5 **Quorum at Meetings of the Board**

50% of Board Members shall form a quorum at any Board Meeting, except that no quorum shall exist if both the Chairperson and Deputy Chairperson are absent.

6.6 **Procedure at Board Meetings**

6.6.1 If no quorum at a Board Meeting exists within 15 minutes after the appointed Board Meeting start time, the Board Meeting shall be adjourned to the same time and day of the following week at which no quorum shall be necessary.

6.6.2 At a Board Meeting, the Chairperson or, if absent, the Deputy Chairperson or, if absent a Board Member elected by the Board, shall act as the chairperson of a Board Meeting.

- 6.6.3 The chairperson of a Board Meeting shall:-
- (a) have a casting vote (in addition to his/her own vote) in the case of an equality of votes;
 - (b) decide the order of business;
 - (c) decide all points of order; and
 - (d) decide whether a vote shall be on the voices alone, a show of hands or ballot.
- 6.6.4 Minutes of the proceedings of every Board Meeting shall be entered and kept in a minute book.
- 6.6.5 Once signed, the minutes shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted.
- 6.6.6 Unless annulled at a Board Meeting pursuant to clause 2.5.2, signed minutes shall be binding on the Association.

6.7 Directors and Officers Liability Insurance

- 6.7.1 The CEO must, at the Association's cost, effect and maintain a policy of directors and officers liability insurance.
- 6.7.2 That policy of insurance must:-
- (a) provide that the insurer will indemnify the Association and its officers (including, but not limited to, Board Members) for their negligent acts and omission arising from their duties, obligations and positions in the Association;
 - (b) provide for a minimum limit of liability per occurrence of not less than \$2,000,000.00;
 - (c) not expose its insureds to a liability for excess of more than \$2,000.00 each; and
 - (d) contain such other terms as the Board may resolve.
- 6.7.3 Notwithstanding clause 3.3, the Association will indemnify its officers (including, but not limited to, Board Members) for any liability they may have for excess payable to the insurer under the policy of insurance referred to in clause 6.7.

7 MANAGEMENT OF THE ASSOCIATION

7.1 Association Managed by Board

The Board shall manage and control all of the business of the Association except such matters that must be dealt with by General Meetings.

7.2 Powers of the Board

Subject to clause 7.1, the Board may exercise all of the powers exercisable by the Association under this Constitution.

7.3 Appointment of Sub-Committee

The Board may appoint one or more Sub-Committees consisting of either or both Members or non-members for the purpose of carrying out any function of Board delegated in writing to the Sub-Committee pursuant to clause 7.4.

7.4 Delegation of Functions

7.4.1 Save for those duties and functions that the Act or Regulations provide must be performed by a Board Member or a specific one of them, the Board may delegate in whole or in part, any power or function of the Board to a Sub-Committee.

7.4.2 The Board may resolve to cancel any delegation of any of its power or function.

7.5 Property

The Association shall acquire and hold all property (real or personal) or choses in its own name.

7.6 Inspection of Records

7.6.1 The Association must keep, in its custody or control, all the books and business records of the Association.

7.6.2 Any Member may, without charge, inspect the books of the Association by giving 21 days' written notice to the Secretary.

8 FINANCES

8.1 Accounts

8.1.1 The Board must cause the Association to keep all financial records that:-

- (a) correctly record and explain the Association's transactions, financial position and performance; and
- (b) enable true and fair financial statements to be prepared in accordance with Part 5 of the Act.

8.1.2 The Association's audited financial records and financial report must be submitted to each Annual General Meeting for approval.

8.2 **Preparation of Report**

The Association must prepare an annual financial report within 6 months of the end of each Association Year.

8.3 **Auditor**

The Association must, at each Annual General Meeting, by a vote of Members, appoint an independent, professional Auditor to review and audit the Association's financial record, books and the financial report referred to in clause 8.2.

8.4 **Audit Report**

8.4.1 Any Member, in writing, may request a copy of the Auditor's report recording the outcome of his/her audit.

8.4.2 Within 7 days of the Secretary receiving a Member's written request for a copy of the Auditor's report recording the outcome of his/her audit, the Board must provide to the requesting Member a copy of the requested Auditor's report.

9 **RESOLVING DISPUTES**

9.1 This clause applies to disputes arising under or relating to this Constitution between:-

- (a) a Member and another Member; and
- (b) a Member and the Association.

9.2 A Member may apply, in writing, to the Board requesting that the Board convene a Board Meeting to resolve a dispute (**Dispute Notice**).

9.3 The Dispute Notice must include:-

- 9.3.1 the name of the Member bringing the Dispute Notice;
- 9.3.2 the nature and basis of the Member's dispute;
- 9.3.3 the names of any Members involved in the dispute; and
- 9.3.4 any documents relevant to the dispute.

9.4 The Board must convene a Board Meeting within 28 days of receiving the Dispute Notice (**Dispute Meeting**).

9.5 The Board must give at least 14 days' written notice of the Dispute Meeting to:-

- (a) the Member who brought the Dispute Notice; and
 - (b) any Members whose names are noted in the Dispute notice pursuant to clause 9.3.3.
- 9.6 At the Dispute Meeting, the Board must give each Member mentioned in the Dispute Notice who attends the Dispute Meeting an opportunity to state his/her case orally, in writing or both.
- 9.7 The Board must determine the outcome of the dispute.
- 9.8 The Board must, in writing, inform each Member mentioned in the Dispute Notice of the Board's determination of the dispute within 28 days of the Dispute Meeting.
- 9.9 The Board's decision shall be final.