

Community Centres SA Incorporated

CONSTITUTION

~~Approved by Membership: 21 January 2021~~

~~Approved by OCBA: 26 March 2021~~

Adopted by resolution of Members

made on

Chairperson,

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Amended Draft Constitution

1 Name

The name of the incorporated association is Community Centres SA Incorporated and hereinafter called "CCSA".

2 Definitions Defined Terms and Interpretation

2.1 CCSA is a not for profit peak organisation.

2.1 Definitions

In this Constitution, unless the contrary intention appears:

2.1.1 'Act' means the Associations Incorporation Act 1985 (SA).

2.1.2 'Associate' has the same meaning as in the Act.

2.1.3 'Board' means the governing body of CCSA.

2.1.4 'Board Member' means a member of the Board.

2.1.5 'CEO' means the Chief Executive Officer of the CCSA.

2.1.6 'Commission' has the same meaning as in the Act.

2.1.7 'Community Services Sector' means the organisations, networks and programs that support people and communities.

2.1.8 'General Meeting' means a general meeting of members of CCSA.

2.1.9 'Member' means a member of CCSA.

2.1.10 'NCHC' means a Community or Neighbourhood Houses or Centres are Neighbourhood or Community House or Centre, which -organisations that meets community need and supports community strengths by running community programs and activities that are based on a community development framework. The programs and activities are often run through partnerships and volunteer involvement, are open and inclusive to all, and focus on supporting community connections, information exchange, mutual support, and community participation.

2.1.11 'NCHC Sector' means the Neighbourhood or Community House or Centre sector.

2.1.12 'Special Resolution' has the same meaning as in the Act.

2.2.1.13 'Tax Act' means the Income Tax Assessment Act 1997 (Cth).

2.3 'The Act' means the Associations Incorporation Act 1985.

2.4 'The Board' means the governing body of CCSA.

2.5 'General meeting' means a general meeting of members of the Association.

2.6 'Agency' means parent organisations, bodies, companies, or agencies that have a controlling interest in the Community or Neighbourhood Houses or Centres.

'Sector' means the Community or Neighbourhood House or Centre Sector, and allied Community Organisations Sector within South Australia.

2.2 Interpretation

In this Constitution, unless the contrary intention appears:

2.2.1 a reference to any document is a reference to that document as varied, novated or replaced from time to time;

2.2.2 the singular includes the plural and vice versa;

2.2.3 a reference to a gender includes all genders;

2.2.4 the use of the word 'including' does not limit what else might be included;

2.2.5 a reference to a thing includes all or any part of it;

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- 2.2.6 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 2.2.7 a reference to a person or entity includes a natural person, a partnership, corporation, trust, association, unincorporated body, authority or other entity;
- 2.2.8 a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- 2.2.9 a term which purports to bind or benefit two or more persons binds or benefits them jointly and severally; and
- 2.2.10 a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under it and consolidations, amendments, re-enactments or replacements of any of them.

3 Objects

3.1 Principal Purpose

The ~~object of principal purpose of the Association~~ CCSA is to support the physical and mental health, wellbeing, education, and social connection of communities by supporting effective and sustainable ~~Community NCHCs in South Australia or Neighbourhood Houses or Centres~~; and advocating and advancing their benefits to all stakeholders including the ~~eCommunity sServices sSector~~, business and all levels of government, ~~including by: In furtherance of the principal purpose, the objects of the Association are:~~

3.2.3.1 Peak Body

- 3.2.3.1.1 ~~To be representing~~ingative of, promoteing and advocateing for; the ~~NCHC Community or Neighbourhood Houses or Centres~~ Sector in South Australia; ~~and-~~
- 3.2.3.1.2 ~~To promoteing~~a sustainable ~~Community or Neighbourhood House or Centre and its network in SANCHC Sector in South Australia;~~

3.3.2 Community Health and Wellbeing

- 3.3.3.2.1 ~~To supporting~~ the role of ~~Community or Neighbourhood Houses or Centres~~NCHCs in facilitating social connectedness and addressing social isolation as a key component in achieving community health and wellbeing;-
- 3.3.3.2.2 ~~To promotinge~~a culture amongst ~~Community or Neighbourhood Houses or Centres~~NCHCs as places that are open and inclusive to all, culturally safe and non stigmatised; ~~and-~~
- 3.3.3.2.3 ~~To adviseing~~ on policies and strategies which support and develop the ~~NCHC Community or Neighbourhood Houses or Centres~~ Sector and the health, wellbeing, education, and connection of the communities ~~itthey~~ support~~s;~~

3.4.3 Community Development

- 3.4.3.3.1 ~~To promoteing~~ best practice community development models and practices for the ~~NCHC Sector and the Community Services Sector; community sector.~~
- 3.4.3.3.2 ~~To building~~ and advocateing for mutual support, collaboration, partnerships and co-operation across the ~~Community or Neighbourhood Houses or Centres~~NCHC Sector and the ~~broader~~Community Services ~~sSector;~~ ~~and-~~
- 3.4.3.3.3 ~~To promotinge~~ the sharing, dissemination and acquisition of skills, abilities and interests that build the ongoing capacity of ~~Community or Neighbourhood Houses and Centres;~~ NCHCs, and the communities they support.

4 Powers of ~~CCSA~~the Association

~~For the purpose of carrying out its objects, CCSA will have all the powers conferred by section 25 of the Act.~~
~~For the purpose of carrying out its objectives, the Association may:~~

- 4.1 Acquire, hold, deal with, and dispose of, any real or personal property; and administer any property

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- on trust; and
- ~~4.2 Invest its moneys—~~
- ~~4.2.1 in any security in which trust moneys may, by Act of Parliament, be invested; or~~
- ~~4.2.2 in any other manner authorised by the rules of the Association; and~~
- ~~4.3 Borrow money upon such terms and conditions as the Association thinks fit; and~~
- ~~4.4 Give such security for the discharge of liabilities incurred by the Association as the Association thinks fit; and~~
- ~~4.5 Appoint agents to transact any business of the Association on its behalf; and~~
- ~~4.6 Enter into any other contract it considers necessary or desirable; and~~
- ~~4.7 Open and operate regulated bank accounts for transactions and investments.~~

5 Application of funds

- ~~5.1 The assets and income of CCSA must be applied solely in furtherance of its objects.~~
- ~~5.2 No assets or income may be applied or distributed (directly or indirectly) to any Member except for:~~
- ~~5.2.1 payments made to a Member as genuine compensation for goods or services provided to, or reasonable expenses incurred on behalf of CCSA; and~~
- ~~5.2.2 payments made to a Member in accordance with clauses 3 and 5.1, where that Member is a charitable fund, authority or institution:~~
- ~~5.2.2.1 which is not carried on for the profit or gain of its members; and~~
- ~~5.2.2.2 which has objects that are similar to the objects of CCSA.~~
- ~~5.3 CCSA must not make a payment from its income or capital, or dispose of any of its assets in specie, to any Associate of a Member except for:~~
- ~~5.3.1 payments or dispositions that are connected to activities carried on by CCSA in accordance or consistently with its objects; or~~
- ~~5.3.2 payments or dispositions approved by the Commission.~~

6 Constitution

- ~~6.1 This Constitution will bind CCSA and every Member to the same extent as if they had signed them, and agreed to be bound by all of its provisions.~~
- ~~6.2 Subject to clause 6.3, this Constitution may be altered (including an alteration to the name of CCSA), or be rescinded and replaced by a substituted Constitution, by a Special Resolution of the Members.~~
- ~~6.3 If, in the opinion of the Board, it is necessary to amend this Constitution to:~~
- ~~6.3.1 ensure that this Constitutions are consistent with the Act; or~~
- ~~6.3.2 achieve or maintain an exemption wholly or partially from any form of State, Territory or Commonwealth tax to which CCSA would otherwise be liable,~~
- ~~the Board (by resolution) may make the amendments that it considers necessary for that purpose.~~
- ~~6.4 Any alteration will be registered as required by the Act. The Board must also ensure that the Commissioner of Taxation and/or Australian Charities and Not-For-Profits Commission are notified (if required).~~
- ~~6.5 If there is any inconsistency between this Constitution (or any by-laws of CCSA) and the Act, the Act prevails.~~

7 Membership

~~5.17.1~~ Types

- ~~5.17.1.1 Type 1: Organisations that operate a NCHC as their primary purpose, and independently of any other organisation Community or Neighbourhood Houses or Centres that comprise nonLocal Government or non-Agency funded staff. This membership type represents those organisations that may be known as Community Centres, Neighbourhood Houses or similar;~~
- ~~5.17.1.2 Type 2: Local Government or not-for-profit bodies that operate one or more NCHCs, but not as their primary purpose Community or Neighbourhood Houses or Centres that comprise Local Government or Agency funded staff. This membership type represents those~~

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~~organisations that may be known as Community Centres, Neighbourhood Houses or similar;~~
~~5.1.37.1.3~~ Type 3: Community ~~Connectors~~~~Partners~~; ~~T~~this membership type represents those organisations that are aligned with CCSA goals, supporting and advocating for community development, nurturing community connections and addressing social isolation; ~~and~~ (including other peak organisational entities where there is shared/reciprocal membership).

~~5.1.47.1.4~~ Type 4: Friends and ~~H~~onorary ~~M~~embers; ~~T~~this membership type represents persons or honorary members who comply with approved Board policy and processes that stipulate who can be accepted into this membership level.

~~5.1.4.1~~ Other peak organisational entities where there is shared/reciprocal membership.

~~5.1.4.2~~ Persons or honorary members who comply with approved Board policy and processes that stipulate who can be accepted into this membership level.

7.2 Members upon Adoption of this Constitution

All organisations and persons who are Members of CCSA immediately prior to adoption of this Constitution will continue as Members, subject to these Rules.

7.3 Additional Members

7.3.1 A person who is not a Member at the time of the adoption of this Constitution (or who was a Member at that time, but has ceased to be a Member) must not be admitted to membership unless:

7.3.1.1 they apply for membership in accordance with clause 7.3.2; and

7.3.1.2 the admission as a Member is approved by the CEO.

7.3.2 An application of a person for membership of CCSA must:

7.3.2.1 be made in writing in the form approved by the Board from time to time; and

7.3.2.2 be lodged with the CEO.

7.3.3 As soon as practicable after the receipt of an application, the CEO must determine whether to approve or reject the application.

7.3.4 If the CEO approves an application for membership, the CEO must, as soon as practicable:

7.3.5.1 notify the applicant in writing of the approval for membership; and

7.3.5.2 request payment within 28 days after receipt of the notification of the sum payable under this Constitution as the first year's subscription (if applicable).

7.3.5 The Secretary must, within 28 days after:

7.3.5.1 where an annual subscription is applicable - receipt of the relevant amount; or

7.3.5.2 where an annual subscription is applicable – the date of the CEO's approval, enter the applicant's name in the register of Members.

7.3.6 An applicant for membership becomes a Member and is entitled to exercise the rights of membership when their name is entered in the register of Members.

7.3.7 If the CEO rejects an application, the CEO must, as soon as practicable, notify the applicant in writing that the application has been rejected, but need not provide any reasons for the rejection.

7.3.8 A right, privilege, or obligation of a person by reason of membership of CCSA:

7.3.9.1 is not capable of being transferred or transmitted to another person; and

7.3.9.2 terminates upon the cessation of membership whether by death or resignation or otherwise.

7.4 Subscriptions

The annual membership fee for all types of membership shall be as determined by the Board from time to time.

7.5 Ceasing of Membership

Membership will cease when:

~~5.3.17.5.1~~ ~~T~~he ~~M~~ember resigns in writing to the ~~Chairperson or Secretary of the CCSA Board~~~~CEO~~; or

~~5.3.17.5.2~~ ~~T~~he ~~M~~ember (being a natural person) is deceased; or

~~The member commits an act or omits to act in a manner which the Board determines has damaged or could potentially damage the reputation or operations of CCSA.~~

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- or one if its members or the broader sector; or
- 7.5.3 the Member (being an organisation) ceases to exist;
- 7.5.4 the Member fails to pay the membership fee when requested within a period of time considered reasonable by the Board; or
- 5.3.1-37.5.5 the Member is expelled under clause 7.6.
- 5.3.1.4 The member changes their place of normal residence to a non SA address; or
- 5.3.1.5 Membership lapses due to non renewal within sixty (60) calendar days of the annual renewal date.
- 5.3.2 Upon any person or organisation ceasing to be a member of the CCSA for any reason whatsoever, there shall be no entitlement to the return of membership subscription or any portion thereof unless otherwise determined by a three quarters vote of the Board.
- 7.6 Expulsion or Disqualification of Members**
- 7.6.1 Expulsion or Disqualification of members is subject to the process of natural justice as described in CCSA Grievance Policy and Procedure. Subject to this Constitution, if the Board is of the opinion that a Member has refused or neglected to comply with this Constitution, or has been guilty of conduct which is unbecoming of a Member or prejudicial to the interests of CCSA, its Members or the NCHC Sector, the Board may by resolution:
- 7.6.1.1 suspend that Member from membership of CCSA for a specified period; or
- 7.6.1.2 expel that Member from CCSA.
- 7.6.2 A resolution of the Board under clause 7.6.1 does not take effect unless:
- 7.6.2.1 at a meeting held in accordance with clause 7.6.3, the Board confirms the resolution; and
- 7.6.2.2 if the Member exercises a right of appeal to the membership under this clause 7.6, the membership confirms the resolution in accordance with this clause.
- 7.6.3 A meeting of the Board to confirm or revoke a resolution passed under clause 7.6.1 must be held not earlier than 14 days, and not later than 28 days, after notice has been given to the Member in accordance with clause 7.6.4.
- 7.6.4 For the purposes of giving notice in accordance with clause 7.6.3, the Secretary must, as soon as practicable, cause to be given to the Member a written notice:
- 7.6.4.1 setting out the resolution of the Board and the grounds on which it is based;
- 7.6.4.2 stating that the Member, or his or her representative, may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after the notice has been given to that Member;
- 7.6.4.3 stating the date, place and time of that meeting;
- 7.6.4.4 informing the Member that he or she may do one or both of the following:
- 7.6.4.4.1 attend that meeting;
- 7.6.4.4.2 give to the Board before the date of that meeting a written statement seeking the revocation of the resolution; and;
- 7.6.4.4 informing the Member that, if at that meeting, the Board confirms the resolution, he or she may, not later than 48 hours after that meeting, give the Secretary a notice to the effect that he or she wishes to appeal to the membership in General Meeting against the resolution.
- 7.6.5 At a meeting of the Board to confirm or revoke a resolution passed under clause 7.6.1, the Committee must:
- 7.6.5.1 give the Member, or his or her representative, an opportunity to be heard;
- 7.6.5.2 give due consideration to any written statement submitted by the Member; and
- 7.6.5.3 determine by resolution whether to confirm or to revoke the resolution.
- 7.6.6 If at the meeting of the Board, the Board confirms the resolution, the Member may, not later than 48 hours after that meeting, give the Secretary a notice to the effect that he or she wishes to appeal to the membership in General Meeting against the resolution.
- 7.6.7 If the Secretary receives a notice under clause 7.6.6, he or she must notify the Board and the Board must convene a General Meeting of the CCSA to be held within 21 days after the date on which the Secretary received the notice.
- 7.6.8 At a General Meeting of CCSA convened under clause 7.6.7;

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- 7.6.8.1 ~~no business other than the question of the appeal may be conducted;~~
7.6.8.2 ~~the Board may place before the meeting details of the grounds for the~~
~~resolution and the reasons for the passing of the resolution;~~
7.6.8.3 ~~the Member, or his or her representative, must be given an opportunity to be~~
~~heard; and~~
7.6.8.4 ~~the Members present must vote by secret ballot on the question whether the~~
~~resolution should be confirmed or revoked.~~

~~5.4.17.6.9~~ A resolution is confirmed if, at the General Meeting, not less than two-thirds of the
Members present and entitled to vote support the resolution. In any other case, the
resolution is revoked.

7.7 Register of Members

A register of ~~the~~Members must be kept and contain:

- ~~5.5.17.7.1~~ The name and address of each ~~the~~Member;
~~5.5.27.7.2~~ The date on which each ~~the~~Member was admitted to CCSA; and
~~5.5.27.7.3~~ If applicable, the date of and reasons for ~~cessation~~termination of membership.

68 The Board

6.18.1 Powers and Duties

~~6.1.18.1.1~~ The affairs of CCSA shall be managed and controlled by a Board which, in addition to
any powers and authorities conferred by ~~these rules~~this Constitution, may exercise all such
powers and do all such things as are within the objects of CCSA, and are not by the Act or by
this Constitution~~these rules~~ required to be done by CCSA in a General Meeting.

~~6.1.28.1.2~~ The Board has the management and control of the funds and other property of CCSA.

~~6.1.38.1.3~~ The Board has authority to interpret the meaning of ~~this Constitution~~these rules and
any other matter relating to the affairs of CCSA on which ~~this Constitution~~these rules are is
silent in accordance with clause ~~68.1.5~~.

~~6.1.48.1.4~~ The Board shall appoint a Public Officer as required by the Act.

~~6.1.58.1.5~~ Presumption of Validity - Subject to clause ~~68.1.3~~ all acts of and things done by the
Board, or any Board Member, for and on behalf of CCSA and in good faith, are to be taken to
have been validly done notwithstanding that it may afterwards be discovered that some
defect or irregularity existed in the manner or circumstances of such act or thing or in the
appointment or election of the Board or of any ~~Board~~ Member.

~~6.1.6~~ The Board may exercise all such powers, authorities and discretions of CCSA as are
not identified by the Act, or by this Constitution required to be exercised by CCSA in
General Meeting.

~~6.1.7~~ The Board undertakes all governance responsibilities as stated in this Constitution and the
Act, including the following:

- ~~6.1.7.1~~ Exercising powers and discharging their duties with care and diligence;
~~6.1.7.2~~ Making judgments in good faith and for a proper purpose;
~~6.1.7.3~~ Ensuring they do not participate in making any decision on a matter where
they have or could be perceived to have a material personal interest in that
matter;
~~6.1.7.4~~ Informing themselves about the subject matter of the judgment to the extent
they reasonably believe to be appropriate; and
~~6.1.7.5~~ Rationally believing that the judgment is in the best interests of CCSA.

~~6.1.8~~ The Board will meet the governance and role requirements as specified in this clause and
ensure that they are able to competently and consistently apply relevant skills in achieving
these requirements.

6.28.2 Appointment to the Board

~~6.1.98.2.1~~ Governance shall be vested in the Board of not less than ~~seven six (6)~~ and not more
than ~~nineteen (9)~~ members~~Board Members~~.

~~6.1.108.2.2~~ Election and appointment to Board positions shall be in accordance with the following:

- ~~6.1.10.1~~ ~~8.2.2.1~~ No less than ~~three (3)~~ four and no more than ~~four (4)~~ five shall be
elected from the combined Type 1 and Type 2 membership types;
~~6.1.10.2~~ ~~8.2.2.2~~ No less than two ~~(2)~~ and no more than three ~~(3)~~ shall be elected from

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the combined Type 3 and Type 4 membership types;
~~6.1.10.3~~ 8.2.2.3 ~~No~~ Subject to clause 8.2.2.4, no less than one ~~(4)~~ and no more than two independent members shall be appointed to the Board.
~~6.1.10.4~~ 8.2.2.4 Where less than the stated maximum number of Board ~~m~~Members are elected pursuant to ~~clause 6.2.2.2~~ clauses 8.2.2.1 and 8.2.2.2 ~~from the membership types, Type 3 and Type 4,~~ then the Board may appoint additional independent members **(Co-opted Board Members)** to fill some or all of the vacant positions to achieve the required number of Board ~~m~~Members provided for in those clauses ~~6.2.2.2~~.
~~6.1.11~~ The CCSA Chief Executive Officer shall be an ex officio member of the Board.
~~6.1.12~~ 8.2.3 All Board ~~m~~Members of the Board shall have full voting rights.
~~6.1.13~~ 8.2.4 All elections for membership of the Board shall be conducted by postal ballot in accordance with the following rules:-
~~6.1.13.1~~ 8.2.4.1 ~~No~~ not less than six weeks before the Annual General Meeting, the Public Officer or Secretary (or delegate), shall cause a notice to be placed in CCSA electronic newsletter or by separate mailing email to all members, calling for nominations for membership of the Board within the two weeks following.
~~6.1.13.2~~ 8.2.4.2 Not less than two weeks before the Annual General Meeting, the Public Officer (or delegate) shall cause a postal an electronic ballot to take place of registered members of CCSA for election of candidates, nominated in accordance with clause ~~6.8.2.2.1~~ and clause ~~6.8.2.2.2~~, to the Board.
~~6.1.13.3~~ 8.2.4.3 No such postal ballot electronic ballot will be required if the number of vacancies on the Board is equal to or exceeds the number of nominees in accordance with clause ~~6.8.2.2.1~~ and clause ~~6.8.2.2.2~~.
~~6.1.14~~ 8.2.5 Subject to clauses 8.2.6 and 8.2.7, All Board ~~m~~Members are elected or appointed for a two (2) year term, ~~subject to the provisions of clause 6.2.7 but will then be eligible to stand for re-election.~~
~~6.1.15~~ At the commencement of this Constitution, one half of the Board will be for a one (1) year term and one half the Board for a two (2) year term at the first Annual General Meeting following the adoption of this Constitution. This may be determined by self selection or by vote of all the Board members at the first Board meeting following the first Annual General Meeting.
8.2.6 The term of a Co-opted Board Member will expire at the conclusion of the second Annual General Meeting next following the date of their appointment, but they shall then be eligible to stand for election.
~~6.1.16~~ 8.2.7 A retiring Board ~~m~~Member will be ineligible ~~shall be eligible~~ to stand for re-election for a maximum of after serving three ~~(2)~~ consecutive terms in office, but may then stand down for a minimum period of one (1) year with the option of re-nominating at the subsequent Annual General Meeting. Any period in office as a Co-opted Board Member is not counted for the purpose of this clause.
~~6.1.17~~ The office bearers of CCSA shall be the Chairperson, Deputy Chairperson, Secretary and Treasurer who shall be chosen by the Board from its members at the first Board meeting following each Annual General Meeting. At this meeting, the Board will determine operating procedures and the expectations of the elected Board members.
~~6.1.18~~ Any vacancies on the Board following the Annual General Meeting that were subject to an election process and not filled as per clause 6.2.2.2 and clause 6.2.2.4 may be filled by the Board co-opting members for the remainder of the term. Co-opted eligible members will have full voting rights.
6.3.3 **Proceedings of Board**
~~6.1.19~~ 8.3.1 The Board shall meet as often as may be required to conduct the business of CCSA, but and not less than six ~~(6)~~ times each calendar year.
~~6.1.20~~ 8.3.2 The quorum shall be a minimum at least of half of all Board members then in office.
~~6.1.21~~ 8.3.3 The Chairperson or two (2) other Board ~~m~~Members of the Board shall have the power to call a meeting of the Board.
~~6.1.22~~ 8.3.4 Notice of meetings shall be given at the previous Board meeting or by seven (7)

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calendar days' written notice distributed to all Board ~~an~~Members or in an emergency by other such notice as shall be ratified by the Board.

~~8.3.5 Subject to the Act: A member of the Board having a direct or indirect pecuniary interest in a contract or proposed contract with CCSA must disclose the nature and extent of that interest to the Board as required by the Act, and shall not vote with respect to that contract or proposed contract.~~

~~8.3.5.1 a Board meeting may be held by the Board Members communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion;~~

~~8.3.5.2 the Board Members need not all be physically present in the same place for a Board meeting to be held; and~~

~~6.1.23 8.3.5.3 a Board Member who participates in a meeting held in accordance with this clause 8.3.5 is taken to be present and entitled to vote at the meeting.~~

~~The member of the Board must disclose the nature and extent of his or her interest in the contract at the next Annual General Meeting of CCSA.~~

~~6.1.24 8.3.6 The Board may function validly notwithstanding any vacancies so long as its number is not reduced below the quorum three. -~~

~~6.1.25 8.3.7 The Board may appoint committees of members and non members for specific purposes who shall meet as they see fit or as directed by the Board and who shall report to the Board.~~

~~6.1.26 The Board will establish a CCSA Member Engagement Group within twelve (12) months of commencement of this Constitution, to provide a forum for CCSA members to discuss issues. The CCSA CEO will:~~

~~6.1.26.1 Attend the CCSA Member Engagement Group; and
Provide a report at least annually to the Board.~~

8.4 Voting at Board meetings

~~8.4.1 Questions arising at a meeting of the Board will be determined on a show of hands or, if a Board Member requests, by a poll taken in such manner as the chairperson may determine.~~

~~8.4.2 Each Board Member present at a meeting of the Board (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 chairperson may not exercise a second or casting vote (and the relevant motion will lapse).~~

8.5 Circulating Resolutions

~~8.5.1 If all the Board Members who would be eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms shall be as valid and effectual as if it had been passed at a properly convened meeting of the Board held on the day on which the document was last signed by a Board Member.~~

~~8.5.2 For the purposes of clause 8.5.1, two or more identical documents, each of which is signed by one or more Board Members, together constitute one document signed by those Board Members on the days on which they signed the separate documents.~~

~~8.5.3 Any document referred to in this clause 8.5 may be in the form of a facsimile transmission or email.~~

8.6 Pecuniary Interests

~~Notwithstanding any other provisions of this Constitution, a Board Member who has any direct or indirect pecuniary interest in a contract, or proposed contract, with CCSA:~~

~~8.6.1 must, as soon as they become aware of their interest, disclose the nature and extent of their interest to the Board (if so required by the Act);~~

~~8.6.2 must disclose the nature and extent of their interest at the next Annual General Meeting (if so required by the Act); and~~

~~8.6.3 may (subject to complying with the Act) take part in any deliberations with respect to that contract, but must not (if so prohibited by the Act) take part in any decision of the Board with respect to that contract.~~

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- 6.1.26.2
- 6.48.7 Duties of Office Bearers**
- 8.7.1 The office bearers of CCSA shall be the Chairperson, Deputy Chairperson, Secretary and Treasurer who shall be chosen by the Board from its members at the first Board meeting following each Annual General Meeting. At this meeting, the Board will determine operating procedures and the expectations of the elected office bearers.
- 6.1.278.7.2 Unless otherwise determined by the Board, the duties of Office Bearers shall include those specified by the current CCSA Board Manual.
- 6.58.8 Disqualification of Board Members**
- 6.1.288.8.1 An office bearer or a member of the Board shall cease to hold such office upon:
- 8.8.1.1 Death;
- 8.8.1.2 Permanent incapacity due to ill health;
- 6.1.28.1 8.8.1.3 Resignation in writing to the Chairperson; or
- 6.1.28.2 8.8.1.4 Suspension as a member of CCSA; or becoming prohibited from being a Board Member under the Act;
- 6.1.28.3 8.8.1.5 Absence for three (3) consecutive Board meetings without explanation acceptable to the Board; or
- 6.1.28.4 8.8.1.6 Permanent or temporary suspension/removal as a member of the Board Member by the unanimous vote of all other Board Members present at a duly constituted Board meeting.
- 6.1.29 Where the Board exercises any power of adjudication/removal, such as with the disqualification of one
- 8.8.2 (1) or more Board members, the rules of natural justice will be observed by both parties. These include:
- 6.1.29.1 8.8.2.1 The right for the person facing disqualification/removal to have the reason for disqualification or expulsion/removal clearly defined in writing to them by the Board or its duly assigned delegate, prior to the disqualification/removal being assigned; and
- 6.1.29.2 8.8.2.2 The right for the person facing disqualification/removal to be given a reasonable opportunity to provide their perspective in the matter to the Board; and
- 6.1.29.3 8.8.2.3 The Board to carefully consider all relevant aspects in the matter before finalising its decision.
- 8.8.3 Such suspension may be revoked by majority vote at a subsequent Board meeting. A removed Board and a suspended member may require such suspension/removal to be reconsidered at a General Meeting called pursuant to clause 7.1.2.6 or clause 7.2.1 of this Constitution.
- 6.1.308.8.4 If a person ceases to be a Board Member, they shall also cease to be an office bearer of CCSA (if applicable).

7.9 Proceedings of General Meetings

- 6.69.1 Annual General Meetings**
- 7.1.19.1.1 The Annual General Meeting shall be held at least once in each calendar year and not more than five (5) months after the close of the financial year which shall be June 30th unless altered at an Annual General Meeting.
- 7.1.29.1.2 The business of the Annual General Meeting shall be:
- 7.1.2.1 9.1.2.1 To confirm the minutes of the preceding Annual General Meeting;
- 7.1.2.2 9.1.2.2 To receive the Annual Report of CCSA, including the Chairperson's and Executive Officer/CEO's Report for the previous financial year;
- 7.1.2.3 9.1.2.3 To receive the Treasurer's Report and the audited financial Statements for the previous financial year, together with the financial year and the financial budget for the current financial year;
- 7.1.2.4 9.1.2.4 To appoint an Auditor who is qualified to audit CCSA's Accounts;
- 7.1.2.5 9.1.2.5 To elect or re-elect the Board Members, who must consent in person or in writing; and
- 7.1.2.6 9.1.2.6 To conduct any other business advised in writing and placed on the

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Agenda within seven (7) calendar days of the meeting referred to in the notice of meeting.

6.7.9.2 Special General Meetings

7.1.39.2.1 A Special General Meeting shall be called by the Chairperson within twenty eight (28) calendar days of receipt of a directive by the Board or a written request to the Chairperson by three (3) Board ~~m~~Members or six (6) ~~general M~~members specifying the business to be conducted at the meeting.

7.10 Annual General Meetings and Special General meetings

6.8.10.1 Written notice of a minimum of twenty eight (28) calendar 14 days (or if a Special Resolution has been proposed, 21 days) of all Special General Meetings and Annual General Meetings shall be ~~distributed~~given to all ~~m~~Members.

6.9.10.2 Each registered ~~m~~Member shall be entitled to one (1) vote at any Special General Meeting and Annual General Meeting at which they are present.

6.10.10.3 A quorum at any Special General Meeting ~~and or~~ Annual General Meeting shall be at least ~~ten (10) active m~~Members ~~from the combined membership types, Type 1 and Type 2 present and entitled to vote.~~

10.4 If at any Annual General Meeting or Special General Meeting there is no quorum within ~~thirty (30)~~ minutes of the time appointed for the meeting, then the meeting must be adjourned for a period not exceeding fourteen (14) calendar days. The quorum for such adjourned meeting shall be reduced to ~~five (5) active m~~Members ~~from the combined membership types, Type 1 and Type 2 present and entitled to vote.~~ Failing to meet this quorum during the adjourned meeting, the meeting will lapse altogether.

10.5 ~~The Chairperson (or in the Chairperson's absence, the Deputy Chairperson) will preside as chairperson at each General Meeting of CCSA. If the Chairperson and the Deputy Chairperson are absent from a General Meeting, or are unable to preside, the Members present must select one of their number to preside as chairperson of the meeting.~~

10.6 ~~CCSA may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate. Anyone using this technology is taken to be present in person at the General Meeting.~~

7.11 Voting

11.1 Only registered ~~m~~Members are eligible to vote.

6.11.11.2 A Member is not entitled to vote at a General Meeting unless all moneys due and payable by the Member to CCSA have been paid, other than the amount of the annual subscription payable in respect of the current Financial Year (if any).

6.12.11.3 Voting shall be show of hands except that:

9.1.1 ~~Any contested election at an Annual General Meeting or otherwise shall be by postal or electronic or secret ballot.~~

9.1.2 ~~The meeting may, by show of hands, require any other vote to be by secret ballot.~~

11.4 All votes must be given personally or by proxy.

6.13.11.5 The ~~C~~chairperson at any meeting shall have a personal deliberative vote and shall in addition have a casting vote if votes are tied.

12 Proxies

12.1 Each Member is entitled to appoint another Member as a proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

12.2 The notice appointing the proxy must be in such form as the Board approves from time to time.

12.3 Any Member that has appointed a proxy in respect of a General Meeting is taken to be present in person at that General Meeting.

13 Corporate Members

13.1 Any Member that is a body corporate may nominate a natural person to represent that Member at any General Meeting. The notice of nomination must be sent to the Secretary. The Member may at any time by notice to the Secretary remove the representative, and appoint another natural person in

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- his or her place.
- 13.2 Any Member that has nominated a natural person to represent that Member at a General Meeting is taken to be present in person at that General Meeting.
- 13.3 Notwithstanding the foregoing, any representative nominated by a body corporate may not attend or vote at a General Meeting (as a representative of that body corporate) in respect of which that body corporate has appointed a proxy under clause 12.

14 The Seal

The common seal shall be affixed only by resolution of the Board or of a General Meeting, and in the presence of two (2) Board Members.

15 Dispute Resolution

- 15.1 Dispute resolution applies to disputes under these Constitution rules between:
- 15.1.1 A Member, and another Member; or
- 15.1.2 A Member, and CCSA; or
- 15.1.3 A membership applicant and CCSA.
- 15.2 All disputes will be managed according to the grievance policy of CCSA.

16 Finances and Property

- 16.1 The financial year of CCSA commences on 1st July and ends on 30th June of each year
- 16.2 Accounts to be kept:
- 16.2.1 CCSA shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of CCSA in accordance with the Act.
- 16.3 Accounts and reports to be laid before Members:
- 16.3.1 The accounts, together with the Auditor's report on the accounts, the Board's committee's statement and the committee Board's report, shall be laid before Members at the Annual General Meeting
- 16.4 Annual returns:
- 16.4.1 As per requirements of regulatory bodies.
- 16.4.2 Appointment of auditor:
- 16.4.2.1 At each Annual General Meeting, the members present shall appoint an auditor of CCSA who is qualified to audit CCSA accounts as prescribed by the Act.
- 16.4.3 Persons who by authority accept or incur any pecuniary liability on behalf of CCSA shall be held indemnified against any personal loss in respect of such liability.
- 16.4.4 Prohibition against securing profits for:
- 16.4.4.1 Members
- 16.4.4.1.1 The income property and funds of CCSA shall be used and applied solely towards the promotion of the objects and shall not be paid or transferred to the members or relatives of members provided that nothing herein contained shall prevent any payment in good faith to any person in return for services actually rendered or to any person in furtherance of the objects of CCSA and without undue preference.
- 16.4.5 Employees
- 16.4.5.1 An employee of CCSA may not shall, notwithstanding that employment, be entitled to be a Member of CCSA, the Board Member or member of any sub-committee, provided that no person employed permanently or regularly by CCSA on a substantial basis shall be a member of the Board unless specifically provided in this Constitution;
- 16.4.5.2 No employee shall take part in Board decisions relating to their own employment, or the employment of other employees, and a majority of the Board may require an employee to remain absent from deliberations relating to employment of any employee.
- 16.5 Conflict of Interest
- 16.5.1 A Board member who has a direct or indirect interest in a contract or service that may confer a benefit or financial gain to them, their family, friends or close associates, will

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declare the nature and extent of their interest to the Board as soon as they become aware of the interest, and to the next AGM of CCSA, and will not vote in any decision related to the contract or service.

13. Oppressive or Prejudicial Conduct

13.1 Neither CCSA nor the Board may conduct their affairs in a manner that is oppressive or unfairly prejudicial to, or unfairly discriminatory against, a Member or Members, or in a manner that is contrary to the interests of the Members as a whole.

17. Dissolution

17.1 CCSA can resolve to wind up by a Special Resolution, if CCSA may be wound up or deregistered in the manner provided for in the Act.

17.2 Members will not be liable to contribute towards the payment of the debts and liabilities of CCSA or the costs, charges, and expenses of a winding up or deregistration of CCSA.

17.3 If upon the winding up or deregistration of CCSA there remains 'surplus assets' as defined in the Act, such surplus assets:

17.3.1 must not be distributed amongst the Members, except in accordance with paragraph 17.3.2;

and

17.3.2 will be distributed to one or more charitable funds, authorities or institutions:

17.3.2.1 with similar purposes; and

17.3.2.2 which are not carried on for the profit or gain of their members,

as selected by the Board at or prior to winding up or deregistration (or in default by the Supreme Court of South Australia).

14.1

14.1.1 At least twenty eight (28) calendar days written notice specifying the intention to propose the resolution as a Special Resolution has been communicated to all members of CCSA; and

14.1.2 It is passed at a meeting referred to in this clause by a majority of not less than three quarters of such members of CCSA as, being entitled to do so, vote in person or by proxy, at that meeting.

14.2 Application of Surplus Assets

14.2.1 If CCSA is wound up or if an endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

14.2.1.115 Gifts of money or property for the principal purpose of CCSA;

14.2.1.116 Contributions made in relation to an eligible fundraising event held for the principal purpose of CCSA; and

14.2.1.117 Money received by CCSA because of such gifts and contributions.

14.2.2 Such organisation or organisations shall be identified and determined by a resolution of members in general meeting.

14.2.3 Distribution of surplus assets to CCSA members or Board members is prohibited.

15. Amendment of Constitution and Rules

15.1 This Constitution may be repealed or amended by resolution of not less than three quarters of members present and voting at a General Meeting of which not less than twenty eight (28) calendar day's written notice, including notice of repeal, alteration, or amendment, has been distributed to all members.

18. Commencement, Interpretation and Effect of the Constitution

16.1 Nothing in this Constitution shall affect the force or validity of any act or thing done by CCSA, the Board, any Committee or Group of the Board or any Member prior to any amended Constitution

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~~commencing-~~

~~7-18.1~~ Any question which may arise as to the interpretation or effect of this Constitution or of any ~~Board rules or~~ by-laws made pursuant thereto may be determined by the Board and any such determination is to be final and binding upon the Members.

~~7-218.2~~ If any provision of the Constitution is found to be contrary to or inconsistent with the Act or any other applicable Act, regulation, or law then this Constitution is to be construed as if that provision had not been included and the remainder is to retain its full force and effect.

~~18.3~~ If any circumstances shall arise where this Constitution is silent or is incapable of taking effect or being implemented according to its strict provisions, the Board shall, subject to any direction from time to time given to it by resolution of the Annual General Meeting or any General Meeting, have power to determine what action may be taken to best give effect to the objectives of CCSA and ensure its efficient administration; and every act of the Board bona fide resolved upon pursuant to this clause shall be valid and effectual as if specifically authorised herein.

19 Notices

~~19.1~~ Any notice that is required to be given to a Member or a Board Member (~~Recipient~~) by or on behalf of ~~CCSA~~ under this Constitution may be given by:

~~19.1.1~~ delivering the notice to the Recipient personally;

~~19.1.2~~ sending it by prepaid post addressed to the Recipient at that Recipient's address as shown in the register of Members or register of Board Members (as the case may be); or

~~19.1.3~~ electronic transmission, to the Recipient at their email address as shown in the register of Members or register of Board Members (as the case may be).

~~19.2~~ A notice given in accordance with clause ~~19.1~~ takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

~~19.2.1~~ if hand delivered, on delivery;

~~19.2.2~~ if sent by prepaid post, two days after the date of posting (or seven days after the date of posting if posted to or from a place outside Australia); or

~~19.2.3~~ if sent by electronic transmission, the earlier of the following:

~~19.2.3.1~~ at the time the sender receives an automated message confirming delivery; or

~~19.2.3.2~~ 8 hours after the time that the electronic transmission is sent (unless, in the meantime, the sender has received an automated message that the electronic transmission has not been delivered).

20 Indemnity

~~8-120.1~~ Subject to the Act, every person who is or has been a ~~Committee Board~~ Member of ~~the Association~~ CCSA shall be indemnified out of the property of ~~the Association~~ CCSA against any liabilities, losses, costs, expenses and damages whatsoever sustained or incurred directly or indirectly in connection with that person's position as a ~~Committee Board~~ Member of ~~the Association~~ CCSA and the discharge by the person of his or her duties as a ~~Committee Board~~ Member of ~~the Association~~ CCSA except:

~~8-120.1.1~~ a liability owed to ~~the Association~~ CCSA; or

~~8-120.1.2~~ a liability that did not arise out of conduct in good faith; or

~~8-120.1.3~~ legal costs in defending or resisting proceedings in which the person is found by a Court to have a liability for which the person cannot be indemnified under any of the foregoing provisions of this ~~rule~~ clause 20; or

~~8-120.1.4~~ legal costs in defending or resisting criminal proceedings in which the person is found guilty.

~~8-220.2~~ For the purposes of this ~~rule~~ clause 20e:

~~8-220.2.1~~ "conduct" includes acts and omissions;

~~8-220.2.2~~ "legal costs" means legal costs on a solicitor and client basis; and

~~8-220.2.3~~ the outcome of legal proceedings means the outcome of the proceedings and any appeal in relation to the proceedings.

~~8-320.3~~ Where a person seeks to rely on the indemnities contained in this ~~rule~~ clause 20, that person shall:

~~8-320.3.1~~ immediately notify ~~the Association~~ CCSA of any claim which gives rise to or could give

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rise to a liability of ~~the Association~~CCSA to that person;
~~8.3.220.3.2~~ permit ~~the Association~~CCSA to conduct any negotiations and legal proceedings in respect of the claim in the name of the person and to have the sole arrangement and the control of such negotiations or proceedings and to settle or compromise the claim or make an admission or payment in relation thereto;
~~8.3.220.3.3~~ not make any admission without the prior written consent of ~~the Association~~CCSA;
~~8.3.420.3.4~~ promptly render all reasonable assurance and co-operation to ~~the Association~~CCSA as requested by ~~the Association~~CCSA.
~~8.420.4~~ ~~The Association~~CCSA shall make available for inspection by any person who is or has been a ~~Committee Board~~ Member of ~~the Association~~ the books of ~~the Association~~CCSA at all reasonable times for the purposes of any investigations or legal proceedings whether directly or indirectly in connection with that person's position as a ~~Committee Board~~ Member of ~~the Association~~:
~~8.4.120.4.1~~ to which the person is a party; or
~~8.4.220.4.2~~ that the person proposes in good faith to bring; or
~~8.4.320.4.3~~ that the person has reason to believe will be brought against the person.

21 Minutes of meetings

~~The Secretary must keep minutes of the resolutions and proceedings of each General Meeting, and each Board meeting, together with a record of the names of persons present at those meetings.~~

22 Compliance

CCSA must:

- ~~22.1 maintain such books and records; and~~
- ~~22.2 lodge such returns, statements or other documentation~~
- ~~as the Act (or any other legislation, State or Federal) requires from time to time.~~

23 Transitional Provisions

~~This Constitution will be read and construed in such manner that:~~

- ~~23.1 any register maintained by CCSA immediately before the adoption of this Constitution will be deemed to be a register maintained pursuant to this Constitution;~~
- ~~23.2 any seal adopted by CCSA before the adoption of this Constitution will be deemed to be the seal which CCSA has under a relevant authority conferred by this Constitution; and~~
- ~~23.3 unless a contrary intention appears in this Constitution, all persons, things and circumstances appointed or created by or under this Constitution in force before the adoption of this Constitution will continue to have the same status, operation and effect after the adoption of this Constitution.~~

~~8.4.4~~

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