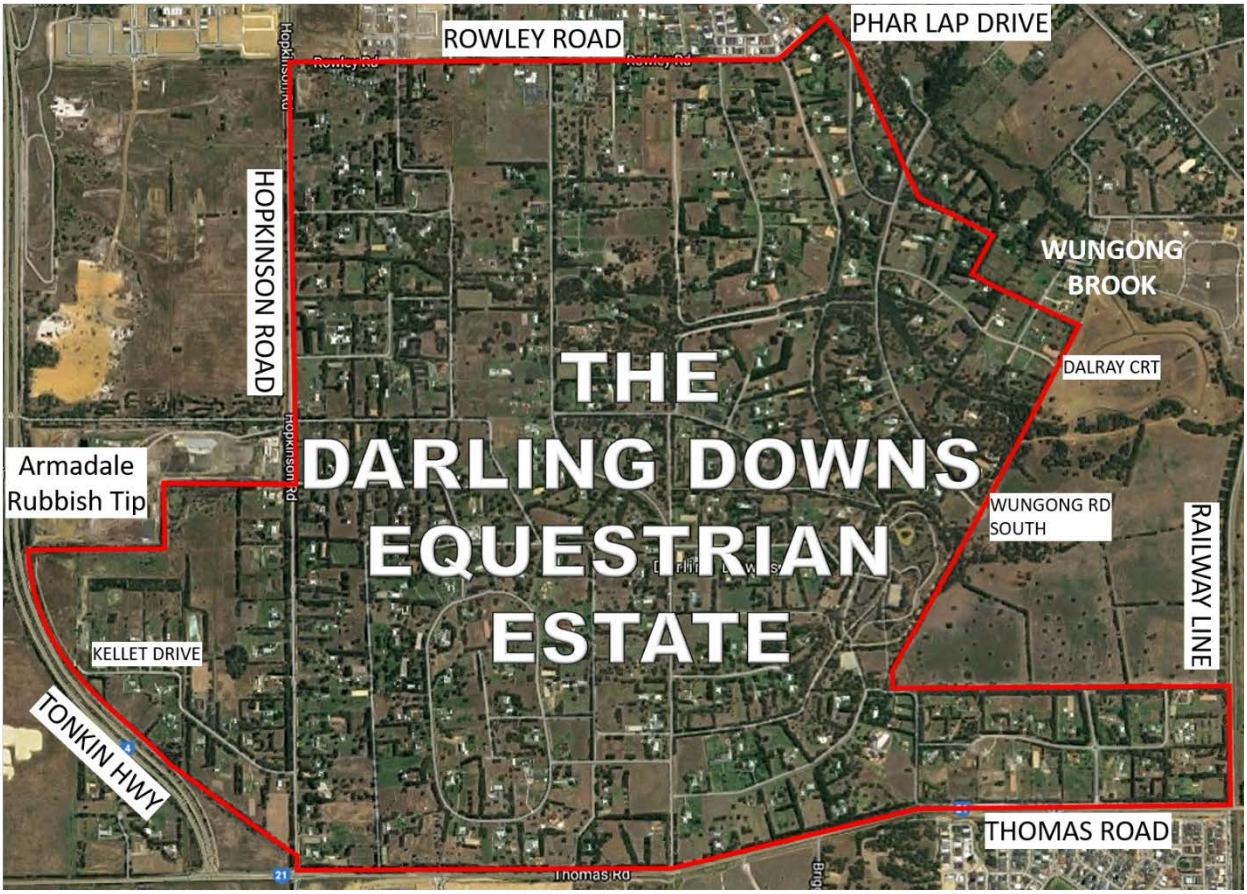
The Rules of Association for the

DARLING DOWNS RESIDENTS ASSOCIATION (DDRA) INCORPORATED



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PART 1 - PRELIMINARY

1. Definitions and interpretations

1.1. Defined terms used in these Rules of Association have the first letters of the key words capitalised.

1.2. The terms used in these Rules of Association are defined and are to be interpreted as specified in Appendix 1, unless the contrary intention appears within the Rules of Association.

PART 2 – NAME OF THE ASSOCIATION

2. The Incorporated Association

2.1. The name of the Association is the Darling Downs Residents Association (DDRA) Incorporated.

PART 3 – OBJECTIVES

3. Objectives of the Association

3.1. The Association's objective is to represent and/or act on behalf of Members, to:

(1) implement tasks and undertakings specified within the Rules;

(2) coordinate, manage or supervise actions required to develop, maintain, or conserve the Darling Downs Equestrian Park (DDEP), including the associated bridle trails, bushland, and watercourses;

(3) instigate and manage actions authorised through Votes on Motions or Resolutions arising from Committee Meetings, E-Votes, General Meetings, or Members Polls; and

(4) liaise with and enter into agreements with Government bodies (e.g. local Councils), or other organisations, to coordinate the provision of funding, support, protection, or other assistance necessary to meet these objectives.

3.2. The objectives authorised by Clause 3.1 are limited to endeavours intended to serve the interests of the majority of the Members of the DDRA.

PART 4 – ASSOCIATION TO BE NOT FOR PROFIT BODY

4. Not-for-profit

4.1. The property and income of the Association must be applied towards the promotion and realisation of the objectives identified within Clause 3, and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member or other person or entity, except in Good Faith for the promotion of those objectives, or in compliance with the Rules.

4.2. A payment may only be made from the funds of the Association if the payment to the person or entity is made in Good Faith and represents:

(1) a reasonable remuneration for any services provided to the Association or for goods supplied to the Association; or

(2) the payment of interest charges, or costs associated with borrowing, lending, or other financial transactions, which must be implemented in line with good financial management practices, whilst appropriately minimising costs for the Association.

PART 5 – MEMBERS

5. Membership

5.1. Classes of Membership

(1) Three primary types of Membership are available, and these are categorised as Ordinary Members, Associate Members, and Organisational Members. Two additional classes of honorary memberships can be awarded by the Committee, which equate to specialised categories of Ordinary and Associate Membership. These classes of Membership are discussed below.

(2) ***Ordinary Memberships.*** Ordinary Members have the following rights within the Association:

a. they can nominate themselves or others to fill positions on the Committee,

b. if elected to the Committee, they can participate in Votes at Committee Meetings or through E-Votes;

c. they can Vote at General Meetings, and in Members Polls;

d. they can participate in activities managed or coordinated by the Association, in accordance with the Rules; and

e. they can utilise the benefits and rights nominated within the Rules.

(3) ***Associate Memberships.*** Associate Members may participate in General Meetings and other activities managed or coordinated by the Association. Additionally, they can utilise the other benefits attributable to Associate Members within the Rules and can nominate Members for the Committee. However, they will not have the right to Vote at General Meetings or in Members Polls, or to become a Committee Member.

(4) ***Organisational Memberships.*** Organisational Memberships can be awarded by the Committee as a recognition of the relationship between that organisation and the DDRA. This award grants nominal rights to the organisation and its personnel for participation in DDRA activities and to make use of DDRA facilities, and will include:

a. giving up to two (2) persons associated with that organisation the full rights and assigns of Ordinary Membership, including Voting rights; and

b. granting the rights and assigns to other nominated persons working in/with that organisation, so they can also leverage the benefits of Membership in the same way as an Honorary Associate.

(5) ***Classes of Honorary Membership.*** The Committee may award two other types of honorary Memberships, which are classified as follows:

a. Honorary Members must be able to meet the requirements specified in Clause 5.2, and will have the rights of Ordinary Members. However, they would not be required to pay any form of fee for Membership, should one be implemented. Such Membership can be awarded by the Committee for a specified period (e.g. for one or more Years), or as a Life Membership, which will remain extant until that person is deceased, or the person no longer meets the requirements specified in Clause 5.2.

b. Honorary Associates will have the rights and assigns of an Associate Member, as specified by the Rules. This form of Membership can be granted by the Committee to a person even if they are not a Resident. The Committee may allocate such Memberships for a defined period, or until specific events are realised.

(6) The number of Members of any class is not limited unless otherwise designated by a Resolution at a General Meeting.

(7) A person can only be classifiable as one (1) type of Member at any time. These classifications will be:

a. Ordinary Member (OM), which aligns to the Membership outlined in Clause 5.1(2);

b. Organisational Ordinary Member (OOM), as specified in Clause 5.1(4)a;

c. Associate Member (AM), as outlined in Clause 5.1(3);

d. Organisational Associate Member (OAM), as specified in Clause 5.1(4)b;

e. Honorary Member (HM), as discussed in Clause 5.1(5)a; or

f. Honorary Associate (HA), which is outlined in Clause 5.1(5)b.

5.2. Eligibility for Ordinary Membership

(1) Ordinary Membership is open to:

a. Residents eighteen (18) years of age, or older;

b. one (1) person that is eighteen (18) years of age or older, who represents an entity or body corporate that owns a property within the DDEE; or

c. persons who are eighteen (18) years of age or older, who have been granted an OOM Membership in accordance with Clause 5.1(4)a.

(2) The maximum number of Ordinary Members who can be accepted from a single DDEE property is four (4). Other Residents associated with that property may participate in the activities of the Association, or utilise the facilities of the Association, as Associate Members.

5.3. Eligibility for Associate Membership

(1) Any Resident may apply for Associate Membership.

(2) A Resident who has not reached the age of eighteen (18) years is only eligible to be an Associate Member.

(3) Associate Membership may also be granted in accordance with Clauses 5.1(4)b, and 5.1(5)b, to non-Residents.

5.4. Eligibility and granting of Organisational Membership

(1) Organisational Membership may only be granted to entities as the result of a Vote by the Committee. Such allocations of Membership should only be applied as a recognition of the importance of the relationship between the DDRA and that organisation.

(2) The Resolution associated with granting the Organisational Membership must include information on the scope of allocation for OOM and OAM positions (e.g. maximum numbers and which associated organisations can be included).

(3) Once Organisational Membership is accorded, the DDRA will issue a formal letter of grant and provide a formal certificate to the entity.

5.5. Applying for Membership

(1) Applications for Membership must be initiated and managed in accordance with the Rules.

5.6. Dealing with Ordinary/Associate Membership applications (Non-Organisational Members)

(1) One or more Committee Member, or one or more Member as delegated by the Committee, will be responsible for managing applications for Membership, by fulfilling the role of Membership Officer.

(2) The Membership Officer must consider applications in the order in which they are received by the Association.

(3) The Membership Officer may postpone consideration or processing of an application, if they believe that pertinent matters relating to the application need to be clarified by the applicant, or that the applicant needs to provide further information in support of the application. Once the appropriate information has been provided, the Membership application must be Voted on by the Committee.

(4) The Committee must not accept an application unless the applicant is eligible under Clauses 5.2, 5.3, or 5.1(5), and the application has been provided in conformance with Clause 5.5. The Committee may still reject an application for Membership that meets the criteria within

Clauses 5.1(5), 5.2, 5.3 or 5.5 if a Vote within a Committee Meeting resolves that the granting of Membership would not be in the best interests of achieving the objectives of the Association.

(5) The Committee must notify the applicant of the Committee's decision to accept or reject the application as soon as practicable after making the decision. In the event of a rejection, the notification will provide information on key reasons for reaching that decision.

5.7. Managing Organisational Membership nominees

(1) Where Organisational Membership is granted in accordance with Clause 5.1(4), individual OOM and OAM Memberships will be managed as follows:

a. The entity granted the Organisational Membership is to provide notification of the persons recommended for OOM or OAM Membership. Such notification must include all information required to comprehensively log their nominees' Membership data into the Register of Members.

b. The Committee shall review the nominations provided in accordance with Clause 5.7(1)a and will then Vote to accept or reject specific nominees.

(2) Nominees and the associated entity will be notified of the outcome of the deliberations specified in Clause 5.7(1)b within fourteen (14) days of the Committee's Vote. In the event of a rejection, the notification will provide information on key reasons for reaching that decision.

(3) Where a person nominated for an OOM position, as specified in Clause 5.7(1)a, is not accepted for Membership by the Committee, the entity may propose another individual.

5.8. Appealing a rejection of Membership application

(1) In the event that the Vote by the Committee rejects a nomination/application for Membership, the nominee/applicant may appeal the decision by providing a written or verbal submission. Such application must be received by the Secretary in writing not later than twenty-eight (28) days after the dispatch of the notification of rejection specified in Clauses 5.6(5) or 5.7(2). The application from the individual must provide clear information indicating the reason for the appeal, and whether the appellant wishes to just provide a written submission or also make a verbal appeal.

(2) In the event that a verbal appeal is requested in accordance with Clause 5.8(1):

a. the Secretary will expeditiously notify the President about the appeal;

b. the Secretary, or their delegate, shall liaise with the President, the appellant and the Committee Members to determine an appropriate place and time to convene a special Committee Meeting to hear the appeal;

c. the President shall call a special Committee Meeting within thirty (30) days of the receipt of the appeal specified in Clause 5.8(1), which is at an appropriate place and time, as defined in accordance with Clause 5.8(2)b;

d. the special Committee Meeting will be convened, and the appellant will be given an appropriate opportunity to express their case for acceptance of their Membership request;

e. the Committee's discussion and Vote on the matter will be conducted in-camera; and

f. on completion of the Committee's deliberations and Vote, the appellant will be advised of the outcome, and the key reasons for reaching that decision.

(3) Where the appellant only wishes to provide a written appeal as specified in Clause 5.8(1):

a. the Secretary will expeditiously forward the appeal submission to all Committee Members;

b. the President, or their delegate, will coordinate a Committee Meeting or E-Vote to be conducted within fourteen (14) days of the receipt of the appeal by the Secretary; and

c. the Committee will conduct a Vote on the appeal, and the appellant is to be notified of the outcome within twenty-one (21) days of the receipt of the appeal by the Secretary.

(4) The decisions made in accordance with Clauses 5.8(2)f or 5.8(3)c may be challenged as an escalation through the appeals process outlined in Clause 30. In these circumstances the appellant will be a Party to the matter and must agree that they will comply with the Rules of the Association and the procedures associated with managing the appeal.

5.9. Becoming a Member

(1) An applicant for Membership of the Association becomes a Member when:

a. the Committee accepts the nomination/application; and

b. the nominee/applicant confirms that they will comply with the Rules.

5.10. When Membership Ceases

(1) A person ceases to be a Member when any of the following events take place:

a. the Member dies;

b. the person resigns from the Association in accordance with Clause 5.11;

c. the person is Expelled from the Association as a result of disciplinary action taken in response to contravention of the Rules in accordance with Clause 31;

d. the person no longer meets the requirements specified in Clauses 5.2 or 5.3, which are necessary for their class of Membership;

e. the person is no longer eligible to be accepted as an OOM or OAM Member, because they are no longer associated with the entity granted Organisational Membership;

f. the termination of Organisational Membership in accordance with Clause 5.10(2) would consequently terminate that person's Membership; or

g. the person's honorary Membership status is cancelled by the Committee, or it expires.

(2) Organisational Membership will be terminated if:

a. the entity resigns from the Association in accordance with Clause 5.11;

b. the entity becomes insolvent, ceases to trade as a viable entity, or is wound-up or terminated;

c. the entity's Organisational Membership status is cancelled by the Committee; and/or

d. they are Expelled from the Association as a result of disciplinary action taken in response to contravention of the Rules in accordance with Clause 31.

(3) The Secretary must keep appropriate records concerning each Member for a minimum of one (1) year after their Membership ceases.

5.11. Resignation

(1) A Member may resign from Membership of the Association by giving a written notice of their resignation to the Secretary.

(2) The resignation takes effect:

a. when the Secretary implements the appropriate resignation procedures after receipt of the notice from the Member; or

b. if a later date/time is requested within the notice of resignation, then it will take effect at that designated time.

5.12. Membership rights not transferable

(1) The rights of a Member are not transferable and end when Membership ceases in accordance with Clause 5.10.

5.13. Obligations of Members

(1) Members must comply with the Rules.

6. Register of Members

6.1. The Secretary, or another person authorised by the Committee, is responsible for meeting the requirements specified within Section 53 of the Act, by maintaining the Register of Members and recording in that register pertinent changes related to the Membership of the Association.

6.2. At minimum, the Register of Members must contain the following information for each Ordinary or Associate Member:

(1) the Member's name;

(2) contact information, which must include their residential address, and optionally their postal address (if different), and email address (where one is available);

(3) the classification of their Membership in line with the categorisations listed in Clause 5.1(7);

(4) the entity that they are representing or associated with, if Membership is granted in compliance with Clauses 5.1(4) or 5.2(1)b;

(5) the date of acceptance for that classification of Membership;

(6) the date of ceasing Membership for that classification; and

(7) the reason for the cessation of Membership of that classification.

6.3. At minimum, the Register of Members must contain the following information for Organisational Members:

(1) the full title of the entity granted Organisational Membership;

(2) the primary address, and optionally the entity's postal address (if different);

(3) the name of the primary contact person for that entity, and their contact information, including phone numbers, email address, etc.);

(4) the date they were granted Organisational Membership by the Committee;

(5) the date of ceasing their Organisational Membership; and

(6) the reason for the cessation of their Organisational Membership.

6.4. The Register of Members may be kept in an electronic and/or documentary (hard copy) format. Where an electronic format is utilised, appropriate backups must be kept, to ensure that data is not lost even if there is a catastrophic event at the primary place for managing the data (e.g. utilising an off-site backup). Additionally, where electronic versions are utilised, appropriate steps must be taken to minimise the risks of data tampering by unauthorised people.

6.5. The primary Register of Members must be kept at the Secretary's place of residence, or at another place determined by the Committee. Such storage of the information must facilitate inspections of the material in accordance with Clause 6.6.

6.6. A Member may inspect the Register of Members by contacting the Secretary or another authorised Committee Member in accordance with Clause 37, to make the necessary arrangements.

6.7. If a person or entity requests to take an extract from the Register of Members, in line with Section 54(2) of the Act, or to be provided with a copy in accordance with Section 56(1) of the Act, they must provide a statutory declaration setting out the purpose of their request. The Committee may authorise the provision of such extracts or copies if the purpose is legal, lawful, ethical, and aligned to the pursuit of the objectives specified in Clause 3.

PART 6 — COMMITTEE, SUBCOMMITTEES AND SUBSIDIARY OFFICERS

7. Authority of the Committee, Subcommittees, and Subsidiary Officers

7.1. Committee and Subcommittee responsibility and authority

(1) The Committee, Subcommittee members and Subsidiary Officers are to act on behalf of the Association and have the responsibility and authority to manage the affairs of the Association, so as to appropriately support the objectives specified within Clause 3. Such actions must comply with the Act, pertinent laws, the Rules, and Resolutions.

(2) In implementing the tasks specified in the Rules, or as a result of Resolutions, the Committee or Subcommittee members are to take reasonable steps to do things necessary for the proper management of the Association's affairs.

(3) The acts of a Committee or Subcommittee, or of a Committee Member or Member of a Subcommittee, or Subsidiary Officers are valid despite any defect that may afterwards be discovered in the election, appointment or qualification of a Committee Member or Member of a Subcommittee.

8. Suitability for Committee Membership

8.1. Unless a specific dispensation is provided by the Commissioner for Consumer Protection, a person may not become a Committee Member if they:

(1) are an undischarged bankrupt, or their affairs are under insolvency laws;

(2) have been convicted of an offence in connection with the promotion, formation or management of a body corporate;

(3) have been convicted of an offence involving fraud or dishonesty punishable on conviction by at least three months or more imprisonment; or

(4) have been convicted of an offence under Division 3 (the duties of officers provisions) or Section 127 (the duty with respect to incurring of debt) of the Act.

8.2. Where a person is prohibited because they have been convicted of an offence, they cannot be a Committee Member for a period of five (5) Years from their conviction, except where the conviction resulted in imprisonment, in which case they cannot be a Committee Member for five (5) Years from their release from custody.

9. Obligations of Committee & Subcommittee Members & Subsidiary Officers

9.1. Committee Members, Subcommittee Members and Subsidiary Officers are obliged to:

(1) fulfil their duties diligently, and through the application of their duty of care;

(2) act in Good Faith, and in the best interests of the Association, to help achieve the objectives outlined in Clause 3;

(3) avoid misusing their position, or information provided to them through the course of their duties; and

(4) comply with good financial practices, including not allowing the Association to trade while insolvent.

10. Composition of the Committee and Duties of Members

10.1. Committee Members

(1) The Committee Members comprise:

a. the Office Holders; and

b. Ordinary Committee Members.

(2) The following are the Office Holders:

a. the President;

b. the Vice President;

c. the Secretary; and

d. the Treasurer.

(3) The Committee will be responsible for determining the number of Ordinary Committee Members engaged within each Committee.

(4) All Committee Members must also be Ordinary Members.

(5) A person must not hold more than one (1) Office Holder role concurrently, unless the Committee agrees to this, because there are insufficient volunteers available to allocate one individual to each role.

(6) Specific duties of Committee Members may be delegated to appropriate Members if required to facilitate the achievement of the Association's objectives. Such decisions for delegation will be made by the Committee.

10.2. President

(1) The President shall:

a. consult with the Secretary and other Committee Members regarding the business to be conducted at each Committee Meeting and General Meeting;

b. preside as the chairperson at meetings of the Association in accordance with the Rules;

c. determine whether or not a quorum is present at such meetings, unless otherwise delegated in accordance with the Rules;

d. be the primary official representative or spokesperson for the Association;

e. coordinate the preparations of the annual report to be presented at the Annual General Meeting, and other reports that need to be provided to the Commissioner;

f. facilitate the preparation of an annual business plan, which includes identification of funding applications and other objectives for the following financial year;

g. conduct other tasks as specified in the Rules;

h. be an ex-officio member of all Subcommittees; and

i. be responsible for the hand-over of Books in their custody on the changeover of this role to another person.

10.3. Vice President

(1) The Vice President shall:

a. assist the President in the performance of their duties;

b. in the absence of the President during official proceedings, the Vice President shall perform the pertinent duties outlined in Clause 10.2 on behalf of the President; and

c. conduct other tasks as specified in the Rules.

10.4. Secretary

(1) The Secretary shall be responsible for:

a. dealing with the Association's correspondence;

b. consulting with the President, Committee Members, and other stakeholders regarding the business to be conducted at each Committee Meeting and General Meeting;

c. coordinating and/or implementing E-Votes, or Members Polls in accordance with the Rules;

d. preparing the notices required for Committee Meetings/General Meetings, and for drafting and promulgating the agendas for these meetings;

e. developing, maintaining, managing, and ensuring the safe custody of the Books of the Association under their control, which include:

i. the Register of Members, which must be maintained in accordance with Section 53(1) of the Act;

ii. documentation associated with these Rules, and as required under Section 35(1) of the Act;

iii. a record of Committee Members and other persons authorised to act on behalf of the Association, as required under Section 58(2) of the Act; and

iv. accurate minutes of Committee Meetings and General Meetings, and keeping the required records from E-Votes and Members Polls;

f. carrying out other duties assigned to the Secretary under the Rules, or as delegated by the Committee; and

g. handing-over the Books, information, records and documents in their custody to a new Secretary on the transfer of the role to another person.

10.5. Treasurer

(1) The Treasurer shall be responsible for:

a. accurately developing, maintaining, managing, and ensuring the safe custody of the Financial Records, in compliance with Part 5 of the Act;

b. providing Financial Statements and Financial Reports, in line with the Tier based guidance within Part 5 of the Act, which requires the following:

i. if the Association is Tier 1, Financial Statements must be prepared and submitted for review and acceptance at the Annual General Meeting; and

ii. if the Association is Tier 2 or Tier 3, then appropriate Financial Reports must be prepared and submitted for review and acceptance at the Annual General Meeting, and reported to the Commissioner as necessary;

c. collecting amounts payable to the Association, or having payments collected on their behalf, and causing effectual receipts to be issued for monies received;

d. ensuring that amounts paid to the Association are credited to the appropriate account of the Association, as directed by the Committee;

e. making timely payments from the Association funds, which have been authorised by the Rules, or by a Resolution;

f. providing appropriate assistance to auditors or reviewers assessing the Association's Financial Statements and/or Financial Reports, in accordance with Part 5 Division 5 of the Act;

g. handing-over the Books, information, records and documents in their custody, to a new Treasurer on transfer of the role to another person; and

h. carrying out other duties delegated to the Treasurer under the Rules, or by the Committee.

10.6. Ordinary Committee Member

(1) Ordinary Committee Members shall:

a. assist Office Holders as appropriate, and as mandated by the Committee; and

b. fulfil other roles as nominated through a Resolution, or in accordance with the Rules.

11. Election and tenure of Committee Members

11.1. How Members become Committee Members

(1) Individual Ordinary Members can become Committee Members if they:

a. are elected to the Committee at a General Meeting; or

b. are appointed by the Committee to fill a casual vacancy, in accordance with Clause 11.8.

11.2. Nomination of Committee Members

(1) At least fourteen (14) days prior to a General Meeting at which Committee Members are to be elected, the Secretary must provide a written notice to Members:

a. calling for nominations for election to the Committee;

b. stating the date by which nominations must be received by the Secretary, to comply with Clause 11.2(2);

c. providing the contact details to which nominations must be provided (normally the email address for the Secretary); and

d. identifying the date on which the General Meeting will take place, to conduct the election proceedings.

(2) An Ordinary Member who wishes to be considered for election to the Committee at a General Meeting notified in accordance with Clause 11.2(1) must provide their nomination through a written notice to the Secretary (or their delegate), at least four (4) days before the associated General Meeting.

(3) An Ordinary Member who does not nominate in accordance with Clause 11.2(2) may not be considered for election, unless nominations are called for at the General Meeting, in accordance with Clause 11.3(3).

11.3. Election of Committee Members

(1) At the General Meeting, a separate election must be held for each Office Holder position.

(2) If only one Member has nominated for a position on the Committee, the chairperson of the General Meeting may declare the Member elected to that position, unless a Vote by the Ordinary Members shows that the consensus is that the nominated Member would not be suitable.

(3) If there is no suitable nomination for a position, the chairperson at the General Meeting may call for nominations from the Ordinary Members attending the meeting.

(4) If more than one Ordinary Member has nominated for an Office Holder position, the Ordinary Members at the General Meeting must Vote to decide who is to fill the position. Each Ordinary Member present at the General Meeting may only Vote for one Member who has nominated for the position. An Ordinary Member who has nominated for the position may Vote for himself or herself.

(5) Where there are more nominations for Ordinary Committee Members than is required by the Committee, the Ordinary Members at the meeting will be asked to Vote for those Members they desire to fill those roles. This Vote will be conducted in accordance with the procedures determined by the Committee, but the following provisos are mandatory within this Voting process. The Ordinary Members at the General Meeting may Vote for as many of the nominees as they wish. The tally of Votes for each nominee will be taken. The nominations from the required number of Ordinary Committee Members will be accepted, based on those with the most Votes. Where there is a tie for the last available position, the Committee may accept the nominees with the same number of Votes or conduct a following Vote to determine who will fill the role. A Member who has nominated for an Ordinary Committee Member position may Vote for himself or herself.

(6) After the election of the President, the new incumbent may formally take over as the chairperson for the meeting.

(7) Where a position on the Committee cannot be filled during the General Meeting, the Committee may appoint another Ordinary Member to fill that role, in accordance with Clause 11.8.

11.4. Term of Office

(1) The term of office for a Committee Member begins from the date they were elected at a General Meeting.

(2) The term of office should be as close as practicable to three (3) years, as measured from the commencement date specified in Clause 11.4(1) to the date of the General Meeting called to elect Committee Members.

(3) A Committee Member may be re-elected for following terms of office.

11.5. When Membership of the Committee ceases

(1) An individual will cease to be a Committee Member if they:

a. die, or become unable to act as a Committee Member because of ongoing mental or physical disability;

b. resign from the Committee, in accordance with Clause 11.6;

c. are removed from office in compliance with Clause 11.7;

d. are no longer eligible to be an Ordinary Member; or

e. fail to attend two (2) consecutive Committee meetings, of which the person has been given notice, and they do not notify the Committee as to the reasons for their absence.

(2) Where a position on the Committee becomes vacant, for reasons that include those listed in Clause 11.5(1), the Committee may appoint another Member to fill that role in accordance with Clause 11.8.

11.6. Resignation of Committee Members

(1) A Committee Member may resign from the Committee, by giving written notice to:

a. the Secretary if they are not filling that role at the time of their resignation; or

b. the President if the person resigning is fulfilling the role of Secretary.

(2) The resignation takes effect:

a. when the notice is received by the Secretary or President, as specified in Clause 11.6(1); or

b. if a later time is nominated within the notice, then the resignation will take effect from a designated date.

(3) After receipt of a resignation from a Committee Member, the Committee shall take appropriate action to fill the position appropriately, in accordance with Clause 11.8.

11.7. Removal of Committee Members from Office

(1) The Association may, by Resolution of the Ordinary Members present at a General Meeting:

a. remove a Committee Member from office; and

b. elect an appropriate replacement in accordance with Clause 11.3.

(2) The Committee must give a Committee Member who may be subject to possible removal in accordance with Clause 11.7(1), a minimum of fourteen (14) days' notice of the convening of a General Meeting to take a Vote on the matter.

(3) A Committee Member who is the subject of a proposed Resolution under Clause 11.7(1) may:

a. make written representations (of a reasonable length) to the Secretary or President; and/or

b. may make a verbal presentation of not more than fifteen (15) minutes in duration to the Members attending the General Meeting, prior to the Vote being taken on their removal.

(4) On request from the Committee Member subject to a proposed Resolution for removal from office under Clause 11.7(1), the Secretary/President are to distribute copies of the written

representation provided in accordance with Clause 11.7(3)a to as many Members as readily practicable, prior to convening the General Meeting to discuss the matter and take the Vote.

11.8. Filling Casual Vacancies

(1) As specified in Clauses 11.3(7) and 11.5(2), the Committee may engage appropriate Members to fill vacancies within the Committee. Such casual appointments should be made for Office Holders as soon as possible after the vacancy becomes apparent.

(2) Casual appointments may only be made for a maximum of one (1) Year. The appointment must be Voted on at the next General Meeting.

12. Committee Meetings and Voting

12.1. Committee Meetings

(1) Committee Meetings are classified as:

a. normal Committee Meetings, which are convened to discuss normal, ongoing, or cyclical business of the Association, with as many members of the Committee as possible; or

b. special Committee Meetings, which are convened to manage important and pressing business of the Association, by discussing key issues with a subset of the Committee, because it would be impractical to gather the entire Committee within the timeframes required to reach a decision.

(2) The Committee must convene normal Committee Meetings at least three (3) times in each calendar Year. Dates and locations for these meetings will be determined by the Committee and notified to the Committee Members in accordance with Clause 12.2.

(3) Venues and times selected for convening Committee Meetings should be chosen to facilitate the maximum attendance of Committee Members.

(4) Only Committee Members may Vote on Motions or Resolutions discussed during the Committee Meeting.

(5) Other Members or stakeholders may be invited to participate in Committee Meetings and may interact in the proceedings as defined by the chairperson for the meeting.

12.2. Notice and preparation for normal Committee Meetings

(1) The proposed date and time for the next normal Committee Meeting should typically be agreed by the Committee as a part of the agenda for each normal Committee Meeting, as specified in Clause 12.3(3)k.

(2) Preparatory notices for each normal Committee Meeting are to be provided for all Committee Members at least seven (7) days prior to the proposed time of the meeting. The notice must state the date, time, and place of the meeting, and must describe the nature of the business to be conducted as a part of a preliminary agenda.

(3) Committee Members must provide notices of proposed meeting agenda items to the Secretary not later than two (2) days prior to the time of the proposed normal Committee Meeting. Agenda items received after this deadline may not be added to the Committee Meeting agenda and would need to be addressed as a part of other business within the meeting, if time is available.

(4) The Secretary will provide copies of the agenda for each Committee Member not later than one (1) day prior to the time set for the normal Committee Meeting.

12.3. Procedures and order of business for normal Committee Meetings

(1) The President will typically preside as chairperson for each normal Committee Meeting. However, if the President is unable to fulfil this role, the Vice President will act as the chairperson for the Committee Meeting. Alternately, if both the President and Vice President are not available to fill the role, another Office Holder (as agreed by the majority Vote of the Committee Members present), will assume the role of chairperson for the meeting.

(2) The chairperson will control the order of business and manage the procedures within the normal Committee Meeting.

(3) The standard order of business within each normal Committee Meeting is:

a. open the meeting;

b. presentation of apologies for non-attendance at the meeting;

c. reading, confirmation, and acceptance or otherwise, of the minutes of the previous normal Committee Meeting;

d. reading, confirmation, and acceptance or otherwise, of the minutes of any special Committee Meeting held between the last normal Committee Meeting and this one;

e. formal ratification or otherwise, for Motions or Resolutions passed during special Committee Meetings;

f. formal ratification or otherwise, for Resolutions passed by E-Voting, in accordance with Clause 12.9, which were conducted since the last normal Committee Meeting;

g. correspondence received, or required, and the determination of methods for handling such correspondence;

h. the Treasurer's report, including the state of the Association's finances, and current and forecast cash flows;

i. items of business specified in the agenda;

j. new business, or other business not specified in the agenda;

k. set the proposed date and time for the next planned normal Committee Meeting; and

l. close the meeting.

(4) The order of business specified in Clause 12.3(3) may be modified, as agreed by the majority Vote of the Committee Members present.

(5) New or non-agenda business arising in accordance with Clause 12.3(3)j will be addressed as time is available. However, where there is likely to be insufficient time available to address the issues adequately during the normal Committee Meeting, the Committee Members present may Vote to:

a. extend the planned duration of the meeting if they believe that the matter being discussed is urgent;

b. instigate another Committee Meeting within an appropriate timeframe to address the issues; or

c. hold-over the discussion of the issues until the next planned normal Committee Meeting.

(6) The date, time, or venue of normal Committee Meetings set in accordance with Clause 12.3(3)k may be amended, as long as:

a. notifications are provided in accordance with Clause 12.2; or

b. the majority of the contactable Committee Members agree to the changes.

12.4. Notice and preparation for special Committee Meetings

(1) A special Committee Meeting may be convened as necessary to address issues that must be discussed expeditiously, prior to the next planned normal Committee Meeting.

(2) Special Committee Meetings may be convened by the President, or any three (3) Committee Members.

(3) Notification of the meeting must be provided to all Committee Members and should provide sufficient prior notice to allow Committee Members to attend, while still ensuring that the matters to be resolved can be addressed within the appropriate timeframe. Such notification can be provided verbally or in writing and must include: the issues to be discussed at the meeting, and the planned time, and location for the meeting.

(4) Notifications for special Committee Meetings should normally be provided by the Secretary, but this task can also be carried out by other Committee Members as necessary.

12.5. Procedures and order of business for special Committee Meetings

(1) The President or Vice President (if the President is not available) will normally preside as chairperson for the convened special Committee Meeting. However, another Committee Member may assume the role of chairperson for the meeting, when mandated by the majority Vote of the Committee Members present.

(2) The chairperson will control the order of business and manage the procedures within the special Committee Meeting.

(3) The standard order of business within each special Committee Meeting is:

a. open the meeting;

b. presentation of apologies for non-attendance at the meeting;

c. address items of business specified in the notification provided in accordance with Clause 12.4(3);

d. discuss other business not specified in accordance with the notification defined in Clause 12.4(3); and

e. close the meeting.

(4) The order of business specified in Clause 12.5(3) may be modified, as agreed by the majority Vote of the Committee Members present.

(5) Other business arising in accordance with Clause 12.5(3)d may be addressed as time is available. However, where there is likely to be insufficient time available to address the issues adequately during the special Committee Meeting, the Committee Members present may Vote to:

a. extend the planned duration of the meeting if they believe that the matter being discussed is urgent;

b. instigate another Committee Meeting within an appropriate timeframe, to address the issues; or

c. hold-over the discussion of the issues until the next planned normal Committee Meeting.

12.6. Quorum for Committee Meetings

(1) A quorum will be deemed present for passing Resolutions at a Committee Meeting if the following three criteria are met:

a. the President, or Vice President must be present;

b. at least two of the Office Holders must be present; and

c. at least 60% of the Committee Members (as rounded up to the nearest integer value) must be present.

(2) Committee Members are deemed present for determining the quorum if they are physically present at the Committee Meeting or participating remotely in accordance with Clause 12.7. Additionally, the quorum count may include Committee Members who have provided a written submission or E-Vote on a Resolution, in accordance with Clause 12.6(4)a.

(3) If a quorum is not present within thirty (30) minutes after the notified commencement time of a Committee Meeting, the following actions may be taken;

a. the issues programmed within the agenda may be discussed by those present, and Draft Resolutions may be developed, but a formal Vote may not be taken at the Committee Meeting; and

b. another Committee Meeting may be convened, at an appropriate place and time, so the matters to be covered can be handled expeditiously; or

c. an E-Vote can be initiated in accordance with Clause 12.9.

(4) If a quorum is not present within thirty (30) minutes after the notified commencement time of a Committee Meeting that is convened in accordance with Clause 12.6(3)b, those Committee Members present may:

a. utilise formal written responses to the Draft Resolutions developed in accordance with Clause 12.6(3)a or an E-Vote response, which are provided by absent Committee Members, to determine a quorum by representing a Member's proxy participation in the meeting;

b. engage other Committee Members through remote electronic participation in accordance with Clause 12.7(1); and/or

c. implement E-Voting, as detailed in Clause 12.9.

(5) Where a quorum is achieved utilising a written response in compliance with Clause 12.6(4)a, the Resolutions on which Votes can be taken at the Committee Meeting will be limited to those covered in all of the written responses utilised to support the acceptance of the quorum. Additionally, the provenance of the response utilised in accordance with Clause 12.6(4)a must be clear, so the Committee Members can be confident that the response was validly provided by the authorised Committee Member in question, and that it accurately reflects their views.

12.7. Use of Technology for Participation in Committee Meetings

(1) Committee Members may also be deemed present in Committee Meetings if they participate through synchronous communications (e.g. phone, or meeting software like Skype) if:

a. the quality of the electronic communication is such that Committee Members participating remotely can follow the proceedings appropriately (e.g. they can hear what is being said by other attendees, and see what is being shown if visual aids are being utilised to demonstrate important points);

b. the remote participants can pose questions, make points, or otherwise interact as required with other Committee Members, whilst the items of business are being discussed or debated;

c. it supports the provision of suitable provenance, so other Committee Members can be confident that the person attending and Voting remotely is the elected Committee Member; and

d. the communications medium can be utilised to facilitate unambiguous indications of the Votes cast by remotely attending Committee Members.

12.8. Voting at Committee Meetings

(1) Each Committee Member present for a Committee Meeting has one Vote on any question, Motion or Resolution arising at the meeting. Additionally, Votes cast in accordance with Clauses 12.6(4)a, or 12.9 are to be included in the count, as long as their inclusion meets the associated requirements, and would not give Committee Members more than one Vote. The only exception to this would be where the chairperson at the Meeting utilises a casting Vote in accordance with Clause 12.8(6).

(2) Where a possible or perceived Conflict of Interest for a Committee Member arises in relation to a particular Vote, that Committee Member must:

a. make the other Committee Members aware of the possible Conflict of Interest; and

b. must recuse themself from participating in the discussion and Voting on the matter.

(3) In the event that the chairperson must recuse themselves in accordance with Clause 12.8(2) then the position of chairperson must be delegated to another Committee Member, as selected by the majority of the Committee Members present.

(4) A Vote may be taken by utilising any method that would unambiguously demonstrate the Vote of the participating Committee Members. Where the majority of the Committee Members present determine that a Secret Ballot is to be utilised, then this method must be applied for the Vote. If a Secret Ballot is needed, the chairperson of the meeting must decide how the ballot is to be conducted.

(5) A Motion or Resolution is carried if there is a quorum, and a majority of the Committee Members whose Ballots are being included Vote in favour.

(6) If there is an equal number of Votes cast for and against a Motion or Resolution, the chairperson of the meeting will have a second casting Vote.

12.9. E-Voting

(1) An E-Vote entails Committee Members casting a Vote in a readable format, so they can respond to a Draft Resolution. The E-Vote may utilise emails, SMS messaging, or other electronic means to allow Committee Members to respond appropriately and unambiguously.

(2) E-Votes should only be implemented when:

a. an important issue needs to be addressed, and it would not be possible to properly convene a Committee Meeting within the necessary timeframe; or

b. a quorum is not present at a Committee Meeting in accordance with Clauses 12.6(3) or 12.6(4), and an important issue needs to be addressed expeditiously.

(3) The initiation of an E-Vote may be authorised to meet the requirements specified in Clause 12.9(2) by:

a. the President; or

b. through the Vote of the majority of Committee Members in attendance at a Committee Meeting in which a quorum is not present, as specified in Clauses 12.6(3)c or 12.6(4)c.

(4) To initiate an E-Vote, a Draft Resolution must be developed and provided to all Committee Members by the most expeditious means. Draft Resolutions on which Committee Members need to Vote, must include:

a. a concise statement explaining why an E-Vote is being utilised, rather than convening a Committee Meeting;

b. enough information to allow the Committee Members to make an informed decision on the matter;

c. a succinct and unambiguous Resolution statement on which the Committee Members may Vote either ‘Yes’, ‘No’ or ‘Abstain’;

d. a deadline by which the E-Vote must be received, for the Committee Member’s Vote to be accepted; and

e. details of the Committee Member who will be collating the E-Votes, and their contact information (e.g. email address, SMS number, web address), so the other Committee Members know where they need to send their response.

(5) The Voting deadline specified in Clause 12.9(4)d must allow enough time for Committee Members to receive the Draft Resolution, suitably assess the material provided, cast their Vote through the appropriate medium, and have it be received by the person collating the Votes.

(6) The Secretary will normally act as the Committee Member collating the E-Votes, but this task can be delegated to another Committee Member if:

a. decided by the President, because the Secretary cannot fulfil the role effectively;

b. the Secretary would have to recuse themself, because there is a possible Conflict of Interest in accordance with Clause 12.9(7)b; or

c. required by the Vote of the majority of Committee Members in attendance at a Committee Meeting in which a quorum is not present, as specified in Clauses 12.6(3)c or 12.6(4)c.

(7) Where a possible or perceived Conflict of Interest for a Committee Member arises in relation to a particular E-Vote, that Committee Member must:

a. make the other Committee Members aware of the possible Conflict of Interest; and

b. must recuse themself from participating in the E-Voting process and Voting on the matter.

(8) The Draft Resolution will be considered accepted if the number of Committee Members who Vote 'Yes' equates to more than 55% of the total number of Committee Members eligible to Vote on the matter.

(9) All Resolutions passed through an E-Vote must be ratified at the next normal Committee Meeting, as specified in Clause 12.3(3)f.

(10) The E-Voting system must be able to provide unambiguous indications of who cast the Vote. For example, this can be achieved through protections provided by the electronic systems utilised (e.g. electronic signatures). Alternately, the Committee Member collating the Votes will only accept that Vote if they can talk to the person who provided it directly, to confirm that the Vote that was received reflected their Voting intent.

(11) A notification of the results of an E-Vote must be provided for all Committee Members within two (2) days of the closing date for the Voting. This notification must be provided expeditiously in writing by the most appropriate means (e.g. email, SMS, etc.)

(12) E-Votes and the associated information must be kept as a part of the Association Books for at least seven (7) years after the closing date of the Vote.

12.10. Minutes of Committee Meetings

(1) The chairperson is to ensure that accurate minutes are taken for each Committee Meeting.

(2) The Secretary, or another Committee Member authorised by the Committee, will be responsible for taking the notes during the Committee Meeting, and collating these into the Association's Minute Book within seven (7) days after the meeting is held.

(3) The minutes must record the following:

a. the date and time of opening, time of closing, and the location of the meeting;

b. the Committee Member acting as the chairperson;

c. the names of the Committee Members present at the meeting (including a clear indication if they were attending in person, or through some other means);

d. the names of any other persons attending the Committee Meeting;

e. the Association related business discussed during the meeting; and

f. any Motion or Resolution on which a Vote was taken at the meeting; and

i. the Committee Member who proposed the matter;

ii. the Committee Member who seconded the proposal; and

iii. the result of the Vote (e.g. carried, carried unanimously, carried with a particular majority, or lost).

(4) The President must assure that the minutes of a Committee Meeting are reviewed, and when suitably completed, signed as correct by the chairperson of the meeting. This signing should be completed within five (5) days of finalising the drafting of the minutes. The Committee Meeting minutes must then be ratified at the next normal Committee Meeting, in accordance with Clauses 12.3(3)c and 12.3(3)d.

(5) When the minutes of a Committee Meeting have been signed as correct, they are until the contrary is proved, evidence that:

a. the meeting to which the minutes relate was duly convened and held;

b. the matters recorded as having taken place at the meeting took place as recorded; and

c. any appointment, Motion, or Resolution, passed at the meeting was validly made.

(6) The primary Minute Book must be kept at the Secretary's place of residence, or at another place determined by the Committee. The Minute Book may be kept in an electronic and/or documentary (hard copy) format. Where an electronic format is utilised, appropriate

backups must be kept, to ensure that associated files are not lost, even if there is a catastrophic event at the primary place for storing the Minute Book (e.g. utilising an off-site backup). Additionally, where electronic versions are utilised, appropriate steps must be taken to minimise the risks of data tampering by unauthorised people.

12.11. Notifications of Committee Meeting Proceedings

(1) A summary of the proceedings, and outcomes of Committee Meetings must be provided after each meeting, so the information can be readily accessed by all Committee Members. Such summaries may include:

a. the provision or a short synopsis of the proceedings within an appropriately short timeframe if actions are required prior to the distribution of the minutes; and/or

b. the provision of copies of the minutes of the meeting within fourteen (14) days after the Committee Meeting.

(2) The notifications defined in Clause 12.11(1) may be provided in hard copy, and/or electronic formats.

13. Subcommittees and Subsidiary Officers

13.1. Appointing Subcommittees and Subsidiary Officers

(1) To assist the Committee in the conduct of the Association's business, the Committee may appoint Subcommittees or Subsidiary Officers. The initiation and constitution of Subcommittees and the implementation of Subsidiary Officers roles must be passed as a Resolution by the Committee.

(2) Subcommittee members and Subsidiary Officers must be Members of the Association, and this can include Honorary Associates.

13.2. Delegation and Responsibilities of Subcommittees and Subsidiary Officers

(1) Delegation of responsibilities to Subcommittees or Subsidiary Officers must be in writing, which must include the following:

a. the scope of their responsibilities, including any specific roles that they are required to fulfil;

b. their authority and power to delegate (including specifics of any non-delegable duties);

c. conditions, qualifications, limitations or exceptions that the Committee specifies; and

d. key performance indicators with which they must comply.

(2) Subject to any directions given by the Committee, and in line with the objectives of the Association specified in Clause 3:

a. a Subcommittee may meet and conduct business as it considers appropriate; and

b. Subsidiary Officers may carry out the functions given to them as they consider appropriate.

(3) The delegation does not prevent the Committee from exercising or performing at any time the power or duty, which was delegated to a Subcommittee or Subsidiary Officer.

(4) Any act or thing done by a Subcommittee or by a Subsidiary Officer, which was taken in compliance with the Rules and delegations, has the same force and effect as if it had been done by the Committee. However, all such actions may be subject to ratification by the Committee.

(5) The Committee may, in writing, amend or revoke delegations.

PART 7 - GENERAL MEETINGS OF THE ASSOCIATION

14. Types of General Meetings

14.1. General Meetings are meetings open to all Members, so they can discuss issues and implement Ballots as necessary in relation to Motions and Draft Resolutions. The two (2) types of General Meeting are defined as Annual General Meetings (AGM) or Special General Meetings (SGM). These meetings are discussed within the following clauses.

15. Annual General Meetings

15.1. An AGM must be held annually. The Committee will determine the date, time and place of the AGM.

15.2. Normally, the AGM must be held within six (6) months of the end of the Financial Year. If this is not feasible, the Association must apply to the Commissioner within four (4) months after the end of the Financial Year to gain their permission to delay the AGM, in compliance with Section 50(3)(b) of the Act.

15.3. The business of the Annual General Meeting is normally to be conducted as follows:

(1) open the meeting;

(2) presentation of apologies for non-attendance at the meeting;

(3) ratify the minutes of the previous AGM, and of any SGM held since then if the minutes of that meeting have not yet been confirmed;

(4) receive, consider, and Vote to accept or otherwise:

a. the Committee's annual report on the Association's activities during the preceding Financial Year;

b. a report on the financial state of the Association, which must be tabled and explained to the Members present, as follows:

i. as a Tier 1 association, the Financial Statement for the preceding Financial Year is to be presented in accordance with Part 5 of the Act; or

ii. as a Tier 2 or Tier 3 association, a Financial Report must be presented that covers the preceding Financial Year in accordance with Part 5 of the Act, which must include the auditor's report where appropriate;

(5) discuss, vary, or ratify By-Laws as specified in Clause 32.3 which have not already been endorsed at preceding General Meetings;

(6) elect the Office Holders of the Association and other Committee Members, as necessary;

(7) discuss and Vote on Motions or Draft Resolutions listed in the agenda;

(8) if applicable, appoint or remove a reviewer or auditor of the Association, in accordance with the Act;

(9) conduct other business of which notice has been given through the agenda;

(10) as time is available, cover other business that is pertinent to the General Meeting, which was not included in the agenda; and

(11) close the meeting.

15.4. The order of business specified in Clause 15.3 may be modified, as agreed by the majority Vote of the Ordinary Members present.

15.5. New or non-agenda business arising in accordance with Clause 15.3(10) will be addressed as time is available. However, where there is likely to be insufficient time available to address the issues adequately during the General Meeting, the Ordinary Members present may Vote to:

(1) extend the planned duration of the meeting if they believe that the matter being discussed is urgent; or

(2) require the Committee and/or other stakeholders to investigate the matter; and

(3) instigate a Special General Meeting within an appropriate timeframe to address the issues; or

(4) hold-over the discussion of the issues until the next planned General Meeting.

16. Special General Meetings

16.1. Special General Meetings are to be convened when:

(1) the Committee passes a Resolution to convene a SGM;

(2) the majority of the Ordinary members at a General Meeting Vote to convene a SGM; or

(3) at least 15% of the Ordinary Members provide a written petition to the Committee in accordance with Clause 16.5, mandating that a SGM be convened.

16.2. The business of the Special General Meeting is normally to be conducted as follows:

(1) open the meeting;

(2) presentation of apologies for non-attendance at the meeting;

(3) confirm the minutes of previous SGM held since the last AGM, if the minutes of that meeting have not yet been confirmed;

(4) discuss, vary, or ratify By-Laws as specified in Clause 32.3 which have not already been endorsed at preceding General Meetings;

(5) elect Office Holders of the Association and other Committee Members, as required;

(6) discuss and Vote on Motions or Draft Resolutions listed in the agenda;

(7) if applicable, appoint or remove a reviewer or auditor of the Association, in accordance with the Act;

(8) as time is available, cover other business that is pertinent to the General Meeting, which was not included in the agenda; and

(9) close the meeting.

16.3. The order of business specified in Clause 16.2 may be modified, as agreed by the majority Vote of the Ordinary Members present.

16.4. New or non-agenda business arising in accordance with Clause 16.2(8) will be addressed as time is available. However, where there is likely to be insufficient time available to address the issues adequately during the Special General Meeting, the Ordinary Members present may Vote to:

(1) extend the planned duration of the meeting if they believe that the matter being discussed is urgent; or

(2) require the Committee and/or other stakeholders to investigate the matter; and

(3) instigate a following Special General Meeting within an appropriate timeframe to address the issues; or

(4) hold-over the discussion of the issues until the next planned General Meeting.

16.5. Ordinary Members requiring a SGM to be convened in accordance with Clause 16.1(3) must:

(1) make the petition by written notice, which must be given to the Secretary or President;

(2) state the reason for the request, and the business to be considered at the SGM; and

(3) provide details of the Ordinary Members signing the petition (e.g. Full Name, Address and contact details), and evidence indicating the provenance of the request (e.g. each Ordinary Member's signature).

16.6. The SGM must be convened within twenty-eight (28) days after the date on which the notice is received in accordance with Clause 16.5(1).

16.7. If the Committee fails to convene the SGM in accordance with Clause 16.6, the Ordinary Members who requested the meeting may convene a Special General Meeting.

16.8. Where a SGM is to be convened in accordance with Clause 16.7, the Committee is to make information within the Register of Members available to the conveners within three (3) days of missing the deadline specified in Clause 16.6, to facilitate the provision of notifications to Members by the convening Members.

16.9. A SGM convened by Ordinary Members under Clause 16.7:

(1) must be held within ninety (90) days after the date on which the petition was received by the Committee, in accordance with Clause 16.5(1); and

(2) may only consider the pertinent business stated in accordance with Clause 16.5(2).

17. Notice of General Meetings

17.1. Notifications of General Meetings are to be provided for Members by:

(1) the Secretary, or a delegate specified by the Committee; or

(2) the Ordinary Members convening a SGM in accordance with Clause 16.7.

17.2. The minimum period of prior notification required for a General Meeting is as follows:

(1) for a meeting to Vote on a Special Resolution, a minimum of twenty-one (21) days' notice is required; or

(2) for other General Meetings, a minimum of fourteen (14) days' notice is required.

17.3. The notice of a General Meeting:

(1) must specify the date, time and place for convening the meeting;

(2) must outline known agenda items for coverage at the meeting;

(3) must advise Members how they can add agenda items to be covered at the General Meeting, in accordance with Clause 18, including:

a. providing the deadline by which such proposed agenda items must be received if they are to be considered for inclusion, as outlined in Clause 18.3; and

b. details of the contact information (e.g. phone, email, etc.) of the Secretary or other Committee Member to whom the proposals must be provided;

(4) may provide calls for nomination of Committee Members, as necessary to meet the requirements specified in Clause 11.2;

(5) must list any By-Laws that need to be discussed, varied, or ratified during the General Meeting;

(6) may ask Members to advise if they wish to participate in the General Meeting through technical connectivity in accordance with Clause 20, if the Committee passes a Resolution to implement this approach in compliance with Clause 20.1; and

(7) must, if a Special Resolution is proposed for discussion and Balloting during the General Meeting:

a. explain that a Special Resolution will be Voted on during the meeting;

b. set out the wording of the proposed Special Resolution;

c. describe in straightforward terms how the Special Resolution will affect Members; and

d. give Members access to appropriate and pertinent documentation, so they can investigate the ramifications of the Special Resolution for themselves.

17.4. Notices of General Meetings must be provided expeditiously, to give Members adequate opportunity to participate in the meeting, and may be distributed as:

(1) electronic notifications (e.g. email, web posts, etc.); and/or

(2) paper flyers, leaflets, or other hard copy formats, which are provided as appropriate to Members/Residents.

18. Members adding agenda items or Draft Resolutions

18.1. Members may propose agenda items or Draft Resolutions for discussion and Balloting, during forthcoming General Meetings. Such notifications must be provided in writing.

18.2. Proposed agenda items or Draft Resolutions for inclusion in a General Meeting must:

(1) give adequate information on the proposal or issue, so Members can understand the matters and the reason for proposing their inclusion; and

(2) supply suitable contact details for the proposing Member (or Members), so the issues can be discussed expeditiously and interactively, as necessary to allow Committee Members to investigate the proposal adequately prior to inclusion within the agenda for the General Meeting.

18.3. The deadline defined in accordance with Clause 17.3(3)a must:

(1) provide sufficient time to allow Members to receive the notification, formulate a proposal in accordance with Clause 18.2, and forward this to be received in accordance with Clause 18.4; and

(2) give at least five (5) days prior to the time of the General Meeting, to allow the Committee time to discuss the proposed agenda item prior to inclusion for discussion in the General Meeting.

18.4. For a proposed agenda item or Draft Resolution to be considered for inclusion, it must be received by the President and/or Secretary prior to the deadline defined in accordance with Clause 17.3(3).

18.5. The Committee may only decline a Member's proposed agenda item or Draft Resolution from full discussion and Voting at the notified General Meeting, if the proposed issues:

(1) could not be covered appropriately within the timeframe available for their discussion and Balloting during the General Meeting; or

(2) the issues to be covered are of such import that their inclusion for discussion in the General Meeting would be unlikely to give Members sufficient time to investigate the matters adequately prior to the notified meeting.

18.6. Where a proposed agenda item or Draft Resolution is not accepted for detailed discussion and Voting at the General Meeting in accordance with Clause 18.5, the following must be implemented:

(1) the issues that could not be included for full discussion and Balloting must be outlined for those present at the General Meeting, so they are aware of the proposed agenda items or Draft Resolutions; and

(2) the Ordinary Members present may Vote to:

a. extend the duration of the General Meeting as necessary, to address the issues and take a Vote; or

b. have the matter addressed by the Committee as necessary, and have the Committee report appropriately on the matter to the Members; and/or

c. resolve to convene a SGM within a maximum of thirty (30) days from the date of the General Meeting, to discuss and Vote on the proposed agenda item or Draft Resolution.

19. Quorum for General Meetings

19.1. A quorum will be deemed present for passing Resolutions at a General Meeting if the following criteria are met:

(1) the President, or Vice President must be present;

(2) at least three Office Holders must be present;

(3) at least 60% of the Committee Members (as rounded up to an integer value) must be present; and

(4) at least six (6) other Ordinary Members must also be present.

19.2. Members are deemed present for determining the quorum if they are physically present at the General Meeting or participating remotely through the use of technology, in accordance with Clause 20.

19.3. If a quorum is not present within thirty (30) minutes after the notified commencement time of a General Meeting, another meeting is to be convened at an appropriate place and time, so the matters to be covered can be handled expeditiously. The reprogrammed General Meeting must be scheduled to take place within fourteen (14) days of the date on which the General Meeting was originally planned to take place.

19.4. In the event that a following General Meeting is required in accordance with Clause 19.3, Members must be notified expeditiously. Such notifications may utilise:

(1) the methods defined in Clause 17.4, and/or

(2) phone calls, visits, or other forms of contact.

19.5. If a quorum is not present within thirty (30) minutes after the notified commencement time of a General Meeting that is convened as a follow on from an AGM or SGM in which a quorum was not present:

(1) those Members present may discuss pertinent matters from the agenda;

(2) Ordinary Members may Vote on Motions that would not substantially affect activities of the Association (e.g. accepting Reports, Minutes, etc.), but Votes may not be carried out for Draft Resolutions that could have a significant impact on the activities of the Association; and

(3) Ordinary Members may Vote to initiate a following General Meeting, which must take place within fourteen (14) days of the date on which this meeting took place; or

(4) Ordinary Members may Vote to implement Members Polling, as detailed in Clause 23.

19.6. If a following General Meeting or Members Poll is to be conducted in accordance with Clauses 19.5(3) or 19.5(4), the Committee is to provide notifications to Members using the approaches listed in Clauses 19.4(1) and 19.4(2).

20. Use of Technology for Participation in General Meetings

20.1. The Committee may pass a Resolution to utilise technology to facilitate participation of Members at a General Meeting. Such Resolution must be made prior to providing a notification of a General Meeting in accordance with Clause 17.2. However, this method may only be approved by the Committee if:

(1) it is deemed important to implement this method to facilitate the achievement of a quorum; and

(2) it would be technically and practically feasible to provide the connectivity required to support this type of participation at the General Meeting:

a. for the number of Members who could be expected to utilise this facility; and

b. where the connectivity available would meet the requirements specified in Clause 20.2.

20.2. If a Resolution is passed by the Committee in compliance with Clause 20.1, Members may be deemed present in General Meetings if they participate through synchronous communications (e.g. phone, meeting software like Skype) and:

(1) the quality of the electronic communication is such that Members participating remotely can follow the proceedings appropriately (e.g. they can hear what is being said by other attendees, and see what is being shown if visual aids are being utilised to demonstrate important points);

(2) the remote participants can pose questions, make points, or otherwise interact as required with other Members, whilst the agenda items are being discussed or debated;

(3) it supports the provision of suitable provenance, so other Members can be confident that the person attending and Voting remotely is an Ordinary Member; and

(4) the communications medium can be utilised to facilitate unambiguous indications of the Votes cast by remotely attending Ordinary Members.

21. Managing the business at the General Meetings

21.1. The President, or if the President is unable to fulfil the role, the Vice President, should normally preside as chairperson for each General Meeting. However, if the President and Vice President are unable to act as chairperson for a General Meeting, the Committee Members attending the General Meeting must choose one of the Members to act as the chairperson.

21.2. The chairperson may, with the consent of the majority of the Ordinary Members present at the meeting, adjourn the meeting or delay discussion or Voting on a Motion or Draft Resolution to a following SGM. Reasons for such adjournment may include situations in which:

(1) there is insufficient time to deal effectively with the business at hand; or

(2) Members need more time to consider an item of business.

21.3. Notice of an adjournment of a meeting, or the delay in Voting on a Draft Resolution is not required unless the meeting is adjourned for more than fourteen (14) days, in which case notifications must be provided to Members at least seven (7) days prior to the time set for the following SGM.

22. Voting during a General Meeting

22.1. Only Ordinary Members may cast Votes at a General Meeting.

22.2. With the exception of the Voting process for Ordinary Committee Members discussed in Clause 11.3(5), or the provision of a casting Vote allocated in accordance with Clause 24.3, Ordinary Members will only be able to cast one Vote on Motions or Draft Resolutions.

22.3. A Vote may be taken by utilising any method that would unambiguously demonstrate the Vote of the Ordinary Members present. Where the majority of the Ordinary Members present determine that a Secret Ballot is to be utilised, then this method must be applied for the Vote. If a Secret Ballot is needed, the chairperson of the meeting must decide how the Ballot is to be conducted.

23. Members Polling

23.1. A Members Poll may only be initiated in lieu of a General Meeting in accordance with Clause 19.5(4).

23.2. Only Ordinary Members may cast Votes in Members Polls.

23.3. A Members Poll can be conducted utilising paper-based ballots or E-Voting. In either case, the Members Poll entails presenting Draft Resolutions to Members in a readable format, so they can have the opportunity to cast their Vote on the matters under consideration.

23.4. The Members Polling system utilised must be able to provide unambiguous indications of who cast each Vote. For example, any or all of the following controls can be utilised:

(1) Members must provide their full name, date of birth, contact details (e.g. phone number, email address) and Residential address details for paper-based ballots and E-Votes;

(2) paper-based Members Polls must be signed by the Ordinary Member casting the vote;

(3) E-Voting can utilise appropriate provenance systems, such as password entry to cast a Vote, and/or electronic signatures;

(4) verification through a second channel (e.g. calling each individual by phone, or contacting them through other means), so the Ordinary Member can confirm that it was their Members Poll Vote that was received; or

(5) some other method agreed by the Committee that would confirm the provenance of the Votes.

23.5. To initiate a Members Poll, a Draft Resolution must be developed by the Committee and made available to Members by the most expeditious means. The Members Poll materials made available to Members must provide:

(1) a concise statement explaining why the Members Poll is being utilised, rather than convening another General Meeting;

(2) enough information to allow the Members to make an informed decision on the Draft Resolution;

(3) a succinct and unambiguous Resolution statement on which the Members may Vote either 'Yes', or 'No';

(4) information on the methods by which the Members Polls may be lodged, for them to be available for counting;

(5) a deadline by which the Members Poll must be received by the Committee, for the Member's Vote to be accepted; and

(6) details of the Committee Member who will be collating the Members Polls, and their contact information (e.g. email address, SMS number, web address, mail address, fax number), so the Members know how to provide their response.

23.6. The Voting deadline specified in Clause 23.5(5) must allow enough time for Members to receive the Draft Resolution, suitably assess the material provided, cast their Vote through the appropriate medium, and have it received by the person collating the Votes.

23.7. The Secretary will normally act as the Committee Member collating the Members Poll responses, but this task can be delegated to another Committee Member, Subsidiary Officer, or Member if:

(1) decided by the President (or the Vice President, if the President is not available to coordinate the delegation), because the Secretary cannot fulfil the role effectively;

(2) the Secretary would have to recuse themself, because there is a possible Conflict of Interest related to the Draft Resolution under consideration; or

(3) required by the Vote of the majority of Ordinary Members in attendance at a General Meeting in which the decision was made to implement a Members Poll, as specified in Clause 19.5(4).

23.8. Votes are to be lodged in compliance with the approaches agreed by the Resolution of the Committee, and the options are to be notified to Members in compliance with Clause 23.5(4). More than one method of lodgement should normally be available, which may include passing them to the appropriate Member specified in Clause 23.5(6) by:

(1) providing hard copy responses, by hand, or mail,

(2) providing electronic copies of the completed hard copy Members Poll response by facsimile, or email attachment; or

(3) completing online forms, or other forms of electronic Voting responses.

23.9. Members Polls received will only be counted if:

(1) the Vote is received prior to the deadline specified in accordance with Clause 23.5(5);

(2) the Vote was supplied by an Ordinary Member;

(3) the response has been filled out correctly with all required information provided; and

(4) the provenance of the Vote can be verified in accordance with Clause 23.4.

23.10. A notification of the results of a Members Poll must be provided for Members within ten (10) days of the closing date for the Voting. This notification must be provided expeditiously in writing by the most appropriate means (e.g. email, SMS, web site notification, posting information on notice boards, letter drop, etc.)

23.11. All pertinent materials related to Members Polls must be kept as a part of the Association's Books.

24. Determining whether a Resolution is carried

24.1. Votes related to Special Resolutions will be considered carried if:

(1) the Vote is conducted at a General Meeting in accordance with Clause 22, seventy-five percent (75%) or more of the Ordinary Members who are present Vote in favour of the Draft Resolution; or

(2) seventy-five percent (75%) or more of the validated (in accordance with Clause 23.9) Members Polls received nominated 'Yes' to the Draft Resolution.

24.2. Votes related to Motions or Draft Resolutions that are not Special Resolutions will be considered carried if:

(1) the Vote is conducted at a General Meeting in accordance with Clause 22, and more than fifty percent (50%) of the Ordinary Members who are present vote in favour of the Resolution or Motion; or

(2) more than fifty percent (50%) of the validated (in accordance with Clause 23.9) Members Polls that are received nominated 'Yes' to the Resolution.

24.3. If a Vote is conducted in accordance with Clause 24.2 yields an equal number of Votes for and against the Motion or Draft Resolution, then a casting vote may be applied as follows:

(1) the chairperson at a General Meeting in which the tied Ballot occurs may Vote a second time to decide the outcome;

(2) the President may Vote for a second time, to determine the outcome of a Members Poll; or

(3) if the President is unable to participate in providing the casting ballot for a Members Poll for some reason (e.g. they are not available, or they have recused themselves) then the casting Vote will be provided:

a. by the Vice President; or

b. if the Vice President cannot fulfil this role, by a Committee Member nominated through a majority Vote of the Committee, as conducted in compliance with Clauses 12.8 or 12.9.

25. Minutes of General Meeting

25.1. The chairperson for the meeting is to ensure that accurate minutes are taken for each General Meeting.

25.2. The Secretary, or another Committee Member authorised by the Committee, will be responsible for taking the notes during the General Meeting, and collating these into the Association's Minute Book within seven (7) days after the General Meeting is held.

25.3. The minutes must record the following:

(1) the date and time of opening, time of closing, and the location of the meeting;

(2) the Member acting as the chairperson;

(3) the names of the Members present at the meeting, and for each the nomination as to their category of Membership (e.g. Ordinary Member, Associate Member, etc.);

(4) the names of any other persons attending the General Meeting;

(5) the Association related business discussed during the meeting, including copies of any reports, financial statements, or other materials tabled; and

(6) any Motion or Resolution on which a Vote was taken at the General Meeting; and

a. the Member who proposed the matter;

b. the Member who seconded the proposal; and

c. the result of the Vote (e.g. carried, carried unanimously, carried with a particular majority, or lost).

25.4. The President must assure that the minutes of a General Meeting are reviewed, and when suitably completed, signed as correct by the chairperson of the meeting. This signing should be completed within five (5) days of finalising the drafting of the minutes. The General Meeting minutes must then be ratified at the next AGM or SGM, in accordance with Clauses 15.3(3) and 16.2(3).

25.5. When the minutes of a General Meeting have been signed as correct, they are until the contrary is proved, evidence that:

(1) the meeting to which the minutes relate was duly convened and held;

(2) the matters recorded as having taken place at the meeting took place as recorded; and

(3) any appointment, Motion, or Resolution, passed at the meeting was validly made.

25.6. The primary Minute Book must be kept at the Secretary's place of residence, or at another place determined by the Committee. The Minute Book may be kept in an electronic and/or documentary (hard copy) format. Where an electronic format is utilised, appropriate backups must be kept, to ensure that associated files are not lost, even if there is a catastrophic event at the primary place for storing the Minute Book (e.g. utilising an off-site backup). Additionally, where electronic versions are utilised, appropriate steps must be taken to minimise the risks of data tampering by unauthorised people.

Part 8 – FINANCIAL MATTERS

26. Source of funds

26.1. The Association may source and collect funds to facilitate the achievement of the objectives specified in Clauses 3 and 4. Sources of funds may include:

(1) the sourcing of grants, donations, or stipends to undertake specific tasks, or cover costs related to providing relevant services and support;

(2) the collection of funds from Members in a form approved as a Special Resolution at a General Meeting;

(3) the investment of funds to generate additional revenue (e.g. interest); and

(4) other sources as appropriate, and in line with the tenets of good financial management.

27. Payments

27.1. Subject to any restrictions applied by the Rules or a Special Resolution, the Committee may approve expenditure on behalf of the Association.

27.2. Payments or financial allocations from Association funds may be made to:

(1) cover costs associated with achieving the objectives of the Association, as outlined in Clause 3;

(2) make payments to Members, which are approved by the Committee, to cover bona-fide expenses that have been incurred as a direct result of supporting the objectives of the Association, or meeting the requirements of the Rules; and

(3) pay administrative and related operational costs associated with managing and maintaining the Association and its assets.

27.3. The Committee may authorise the Treasurer to expend funds on behalf of the Association up to a specified limit, without requiring approval from the Committee for each item on which the funds are expended.

28. Control of funds

28.1. The Association funds must be controlled in line with sound accounting methods and sensible business management practices.

28.2. The Association is to maintain accounts at financial institutions for the management and safekeeping of Association funds. Such accounts must be in the name of the Association and must be structured in a manner that supports the management of payments and receipts.

28.3. All funds of the Association must be deposited into the Association's account at a financial institution within five (5) working days after their receipt.

28.4. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association must be signed by:

(1) two (2) Committee Members; or

(2) one (1) Committee Member and a person authorised by the Committee.

28.5. The Committee is to ensure that the Association effectively achieves the mandated requirements within Part 5 of the Act each Financial Year. These activities will include the development of the required Financial Statements or Financial Reports, and the provision of audits as necessary.

PART 9 : DISPUTES, MEDIATION, ARBITRATION AND DISCIPLINE

29. Dispute Management

29.1. The Parties to a Dispute must attempt to resolve the matter between themselves within fourteen (14) days after the Dispute has come to the attention of each Party.

29.2. If the Parties to a Dispute are unable to resolve the Dispute between themselves within the time specified in Clause 29.1, any Party to the Dispute may request the initiation of the Grievance Procedure, by giving the Association written notice which explains:

(1) the Parties involved in the Dispute;

(2) the matters that are the subject of the Dispute;

(3) Parties and associated stakeholders, who are, or need to be, involved in the Grievance Procedure;

(4) an explanation of the roles or contribution that each of the persons or entities nominated in Clause 29.2(3) had, or are likely to have, in the Dispute and/or Grievance Procedure; and

(5) expeditious contact information for the persons or entities nominated in Clause 29.2(3).

29.3. The notification specified in Clause 29.2 must be despatched by the initiating Party, so it can be received by:

(1) the Secretary if they are not involved directly with the Dispute;

(2) the President, if the Secretary is involved directly with the Dispute;

(3) another Committee Member who is not involved directly with the Dispute, if the Secretary and President are directly involved in the Dispute; or

(4) another Member who is acceptable to the Parties involved in the Dispute, if all of the Committee Members are involved directly in the Dispute.

29.4. To facilitate the effective implementation of the Grievance Procedure, the Parties involved in the Dispute will be required to participate in Good Faith. Additionally, the Parties involved in the Dispute must ensure that their actions do not adversely affect the operations and activities of the Association, or the continued achievement of the objectives specified in Clause 3, whilst the Grievance Process or the Dispute is ongoing.

29.5. The Grievance Procedure Initiation Date (GPID) is the date on which the notification of Dispute is received by the Member specified in Clause 29.3.

29.6. Within seven (7) days of the GPID, the Member receiving the notification of the Dispute must make the details of the Dispute available to all Committee Members.

29.7. Within fourteen (14) days of the GPID, the Member taking receipt of the notification, and Committee Members not directly involved in the Dispute, shall do the following:

(1) They shall determine by a Vote whether it would be appropriate for the matter to be handled by the Association through the Grievance Procedure.

(2) If the Vote taken in accordance with Clause 29.7(1) indicates that it is not considered appropriate for the Association to implement the Grievance Procedure to facilitate resolution of the Dispute, the Member who received the notification in accordance with Clause 29.3 shall notify the Parties of the decision within three (3) days of the Ballot being taken. In these circumstances, the following steps in this Clause 29 shall not be required.

(3) Alternately, if the Vote taken in accordance with Clause 29.7(1) indicates that the Members involved in the Ballot have decided that the Dispute can be handled by the Association, they will initiate the following steps in this Clause 29.

29.8. When a decision is made to initiate the Grievance Procedure, the Member who received the notification in accordance with Clause 29.3 shall liaise with Committee Members not directly involved in the Dispute, and the Parties involved in the Dispute, to assign a suitable Dispute Facilitator. Additionally, a Dispute Facilitation Committee (DFC) may also be established if deemed necessary, due to the complexity of the issues involved in the Dispute. The Dispute Facilitator and DFC delegates must:

(1) be Members;

(2) not be directly involved in the Dispute (e.g. they do not possess first-hand knowledge that would be pertinent to an investigation into the Dispute);

(3) be acceptable to the Parties involved in the Dispute;

(4) be capable of providing facilitation for the management of the Dispute; and

(5) volunteer to assume the role of Dispute Facilitator or DFC team member.

29.9. Within twenty-one (21) days of the GPID, the Parties involved in the Dispute are to be advised in writing of the names of the Dispute Facilitator and delegated DFC members.

29.10. Not later than twenty-eight (28) days after the GPID, the Parties must be advised of expected costs that may be associated with the implementation of Internal Mediation (IM). Parties involved in the IM will then have five (5) days to notify the Dispute Facilitator if they wish to proceed with the matter. The Parties' tacit or explicit willingness to proceed with the Grievance Process provides a covenant confirming their disposition to pay any costs associated with the IM proceedings and to comply with the Rules.

29.11. Within thirty-five (35) days of the GPID, the Dispute Facilitator, and/or formally delegated DFC members shall:

(1) negotiate with involved Parties and other stakeholders to determine an appropriate date, time and venue for convening an IM session; and

(2) provide at least seven (7) days' notice to the Parties involved in the Dispute of the date, time and venue for convening the IM session.

29.12. Unless there are significant and extenuating circumstances, the IM is to be conducted within forty-nine (49) days after the GPID. If the IM cannot be conducted within forty-nine (49) days after the GPID, it must be convened at the earliest possible opportunity after that deadline.

29.13. The IM will be conducted in accordance with Clause 30.2, and the matter may be escalated as appropriate, in accordance with Clause 30.1.

30. Mediation and Arbitration

30.1. The Escalation Process

(1) Where the Association initiates the Grievance Process in accordance with Clause 29.7(3), or there is an appeal as specified in Clauses 30.2(12) or 31.9(4)a, the Parties agree that they will comply with the escalation process illustrated in Figure 1 (overleaf), which is outlined in this Clause 30.

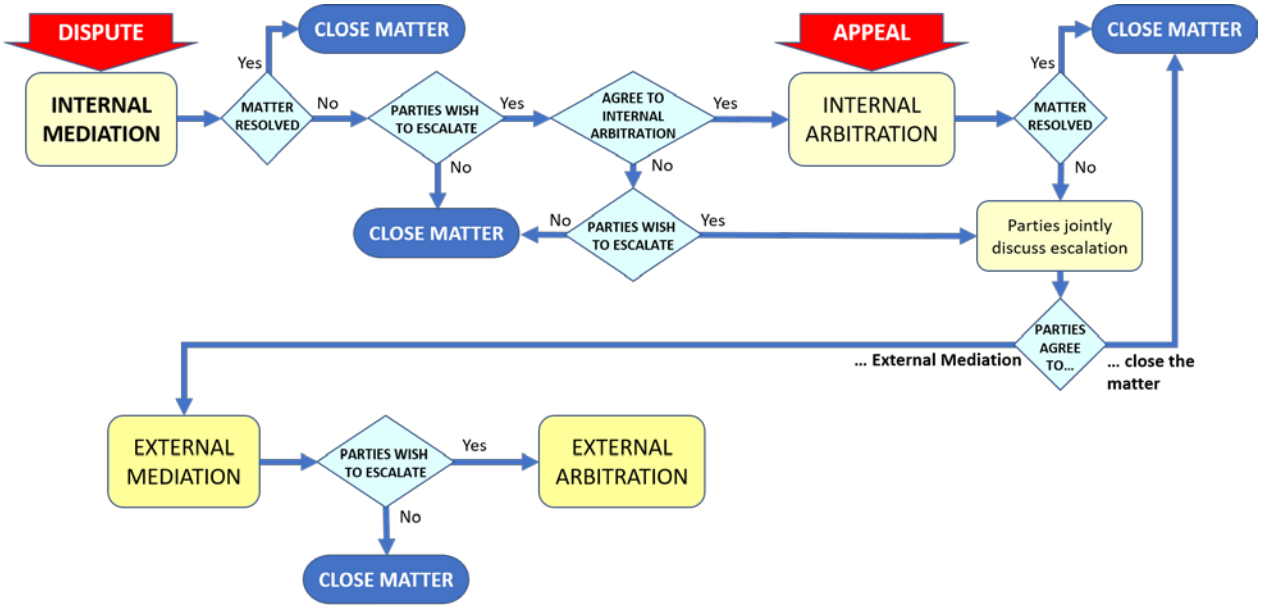

Figure 1: The escalation process for Mediation and Arbitration

(1) As shown in Figure 1, the steps in escalation for the Grievance Procedure, appeal, Mediation and Arbitration processes can entail the following:

a. Internal Mediation will be conducted in compliance with Clause 30.2 as a key step in Dispute resolution. If the Parties cannot achieve an agreement in relation to the matter under Mediation, they can mutually consent to close the matter, or escalate to the utilisation of Internal Arbitration or External Mediation.

b. Internal Arbitration (IA) may be conducted by the Association if there is an appeal resulting from disciplinary proceedings, the Parties involved wish to utilise this method to facilitate Dispute resolution, or there is a Membership appeal as specified in Clause 5.8(4). IA will be implemented in accordance with Clause 30.3.

c. Should the Parties decide that they wish to escalate proceedings beyond Internal Arbitration, they can initiate External Mediation (EM) (see Clause 30.4), or if this approach does not achieve an appropriate result, the Parties may then initiate External Arbitration (EA) (in compliance with Clause 30.5).

(2) If, in relation to a Dispute or appeal, a Party breaches any provision of the Rules, another Party need not comply with those breached clauses in relation to the Dispute or appeal.

30.2. Internal Mediation

(1) The Parties and other stakeholders involved in the IM must commit to attempt to settle the matter that is the subject of the Mediation in Good Faith.

(2) The general intent of IM is to provide Mediation utilising resources available to the Association, so the matter can be resolved at minimum cost to the Parties.

(3) The Internal Mediation proceedings will be managed by the Dispute Facilitator, with the assistance of other Dispute Facilitation Committee members, if they are nominated to do so. The preparations for implementing an IM session must be completed in accordance with Clause 29.

(4) Each Party to the Mediation must provide a written statement of the issues that need to be considered by the Dispute Facilitator, at least seven (7) days before the IM session is planned to take place.

(5) In conducting the Mediation, the Dispute Facilitator (and any DFC members involved) must assure that:

a. each Party involved in the IM (or their representatives) have ample opportunity to present their side of the matter;

b. due consideration is given to verbal evidence, written statements, or documents provided by the Parties (or their representatives); and

c. Natural Justice is applied to the Parties involved in the IM throughout the Mediation process.

(6) The Dispute Facilitator (and any DFC members involved) will not be authorised to make a determination as a result of the procedings outlined in Clause 30.2(5). They will only be authorised to:

a. coordinate the implementation of the IM proceedings in line with standard procedures, such as those defined by the Law Society of Western Australia;

b. propose ideas and possible compromises for discussion by the involved Parties or their representatives; and

c. make statements or pose questions that may help the Parties to better understand the matters under consideration, so they can reach a consensus resolution.

(7) Where considered necessary and appropriate by the Dispute Facilitator, the IM session may be adjourned to a following meeting, to allow the Parties time to consider their options or produce additional information. The following part of the IM session would then be convened at a date, time and venue that is convenient for the Parties, and stakeholders involved in the Mediation. Unless there are extraordinary circumstances, the IM session must be continued within seven (7) days of the date of adjournment. The final decision on the date and venue for continuing the IM after adjournment will rest with the Dispute Facilitator.

(8) Materials and evidence provided to support the Mediation will be considered Confidential Information and must be managed in accordance with Clause 39.

(9) As a result of the Mediation, the Parties may opt to do the following:

a. ***A Consensus Resolution.*** The Parties may agree to a resolution that addresses the matter of the Dispute.

b. ***Terminate the Grievance Procedure.*** The Parties may agree to close the matter without resolution, but without recourse to escalation as specified in Clause 30.1.

c. ***Internal Arbitration.*** Where the Parties cannot agree to either of the preceding two options, the Dispute Facilitator may initiate Internal Arbitration.

d. ***External Mediation.*** In situations where the Parties cannot reach agreements in accordance with Clauses 30.2(9)a or 30.2(9)b, and are unwilling to submit themselves to Internal Arbitration in accordance with Clause 30.2(9)c, they will have recourse to implement EM. In these circumstances:

i. the Association will consider its active involvement in the Grievance Procedure completed and its obligations fulfilled, except where the Association is a Party to the Dispute;

ii. the Parties, and their representatives and assigns, agree to ensure that their actions do not adversely affect the operations and activities of the Association, or the continued achievement of the objectives specified in Clause 3; and

iii. the Parties will keep the Dispute Facilitator expeditiously informed on progress and the outcomes of the EM proceedings.

(10) The Parties will normally be required to make their decision in relation to Clause 30.2(9) during the IM session. If a decision can be made at the time of the IM, the Dispute Facilitator (or a delegated member of the DFC) shall create a written statement that outlines the key agreements and outcomes of the Mediation session. The Parties will sign this document once it is prepared, to signify their consent to abide by the Mediated agreement.

(11) The Dispute Facilitator may also give the Parties up to seven (7) days to provide their decision on the Mediated resolution. Where the dispensation is made to allow the Parties time to make the decision after the IM session, the Parties are to provide their decision in writing to the Dispute Facilitator prior to the defined deadline for submission. In situations

where one or more Party fail to provide a response within the specified timeframe, the Dispute Facilitator may accept any received response information as the basis for determining the outcome of the Mediation, in accordance with Clause 30.2(9). The Dispute Facilitator will provide a written statement of the outcome of the IM within three (3) days of the deadline imposed for receiving the responses from the Parties. The outcomes will align to one of the options listed in Clause 30.2(9).

(12) The Parties will have seven (7) days from the time that the IM session outcomes are promulgated in accordance with Clauses 30.2(10) or 30.2(11), to appeal the decision. This appeal must be provided in writing, and must:

a. stipulate in detail the grounds for appeal; and

b. indicate whether the Party wishes to pursue resolution/recourse through Internal Arbitration, or External Mediation.

(13) If the Dispute Facilitator does not receive a written appeal within that timeframe specified in Clause 30.2(12), the decision will then be considered binding on the Parties, their representatives, and assigns.

(14) Any costs related to the Mediation are to be paid by the Parties involved in the mediation. The Dispute Facilitator will make the determination for the distribution of costs to the Parties. Such payments must be made by the Parties within fourteen (14) days of the Association's invoice date.

30.3. Internal Arbitration

(1) Appellants, Parties, and other stakeholders involved in IA must participate in the Arbitration process in Good Faith and must comply with the Rules.

(2) The intent of Internal Arbitration is to utilise a neutral third-party to make a binding decision regarding a Dispute or an appeal. IA can therefore be initiated in accordance with:

a. Clause 30.2(9)c as an escalation from Internal Mediation, or

b. Clauses 5.8(4), 30.2(12) or 31.9(4)a, to process an appeal.

(3) Where IA needs to be initiated as specified in Clause 30.3(2), the Association will establish an Internal Arbitration Oversight Group (IAOG) within five (5) days of the request for initiation. The IAOG will comprise a minimum of four (4) Members, which:

a. will include all members of the Committee, who are not directly involved with the matter under consideration by the IA;

b. may include other Members who have pertinent skills and knowledge necessary to coordinate the Arbitration, and who are not involved directly with the matter under consideration for the IA; and

c. will be headed by a chairperson, who will be:

i. the President if they are not directly involved in the matter under consideration for the IA; or

ii. another Member who has pertinent knowledge to oversee the Arbitration, and who is not directly involved in the matter under consideration for the IA.

(4) In the event that IA is implemented as an escalation from IM, in accordance with Clause 30.3(2)a:

a. the Dispute Facilitator will become the Arbitrator, unless there is a petition against their assumption of this role, in accordance with Clause 30.3(6);

b. delegated members of the DFC will support the Arbitrator as members of the Arbitration Committee (AC), to facilitate the Arbitration process as necessary, unless there is a petition against their assumption of these roles, in accordance with Clause 30.3(6);

c. the Arbitrator will formally advise the involved Parties of the details of the Members conducting the IA, so the Parties can appeal in compliance with Clause 30.3(6);

d. the Arbitrator must identify in writing for the involved Parties expected costs associated with the implementation of the IA;

e. the Arbitrator will liaise with the involved Parties to determine a suitable time and venue for implementing the IA; and

f. the Arbitrator shall provide a notification of the place and time of the IA, at least seven (7) days prior the time for convening the Arbitration session.

(5) If the IA is initiated in response to an appeal, in compliance with Clause 30.3(2)b:

a. Within fourteen (14) days of the receipt of the appeal, the IAOG shall do the following:

i. They shall determine by a Vote whether it would be appropriate for the matter under consideration to be handled within the Association through Internal Arbitration.

ii. If the decision taken in accordance with Clause 30.3(5)a.i is that it is not appropriate for the Association to implement IA to facilitate resolution of the matter, the involved Parties shall be notified of the decision within three (3) days of the Vote being taken. In these circumstances, the following steps in this Clause 30.3(5) shall not be required, and the appellant/Parties will be required to initiate External Mediation in compliance with Clause 30.4 if they wish to pursue the matter.

iii. Alternately, if the Vote taken in accordance with Clause 30.3(5)a.i approves the use of Internal Arbitration, they will initiate the following steps in this Clause 30.3(5).

b. If the decision is made to proceed with the IA in accordance with Clause 30.3(5)a.iii, the IAOG are to take the following actions within twenty-one (21) days of the receipt of the appeal:

i. they must nominate a suitable Arbitrator, who must meet the criteria specified in Clause 30.3(5)c;

ii. as considered appropriate, members of an Arbitration Committee may also be delegated to assist the Arbitrator, and each AC member must meet the requirements specified in Clause 30.3(5)c;

iii. they must provide a written notification to the involved Parties, stating the name and contact information for the point of contact on the IAOG, and the name of the Arbitrator and delegated AC members; and

iv. they must identify in writing for the involved Parties expected costs associated with the implementation of the IA.

c. Members delegated to fulfil the roles of Arbitrator, or members of the AC, must:

i. be Members;

ii. not be directly involved in the matter under Arbitration (e.g. they would not be required to provide pertinent evidence in the case);

iii. be acceptable to the Parties involved in the matter to be considered by the Arbitration;

iv. have the skills necessary to fulfil the role of Arbitrator or AC member, as appropriate; and

v. be volunteers to assume the delegated roles.

d. After receipt of the notification specified in Clauses 30.3(5)b.iii and 30.3(5)b.iv, the involved Parties will have seven (7) days from the dispatch of the notification to nominate whether they wish to participate in the Arbitration. If the Arbitrator has not received a Party's notification of withdrawal from the IA prior to the deadline, this will signify that the Parties involved in the Arbitration will fulfil their obligations under the

Rules. Where, one or more Party withdraw from the IA, the Association will consider its active involvement in the matter completed and its obligations fulfilled, except where the Association is a Party to the matter.

e. In the event that one or more Parties withdraw from Internal Arbitration in accordance with Clause 30.3(5)d, the Parties will have recourse to External Mediation, or they may decide to close the matter. The decision on their approach for seeking resolution or recourse will be determined by the involved Parties.

f. Within thirty-five (35) days of receipt of the initial appeal, the Arbitrator (or their delegate) must:

i. liaise with the involved Parties to determine a suitable time and venue for implementing the IA; and

ii. provide a notification of the place and time of the IA, at least seven (7) days prior to the time of convening the Arbitration session.

(6) Where the involved Parties wish to dispute the participation of the nominated Arbitrator, or AC members, they must provide a written notification to the chairperson of the IAOG, within ten (10) days of the time at which the notification specified in Clause 30.3(4)c or Clause 30.3(5)b.iii was provided. Where the Arbitrator or AC members are disputed, the IAOG are to:

a. review and investigate the grounds for petition, to determine its validity;

b. Vote on the disputed Member's inclusion or removal, once an appropriate investigation has been conducted to determine whether the grounds for the petition are valid;

c. identify and engage appropriate replacements, who are likely to be acceptable to the Parties, if the grounds for the petition are found to be valid; and

d. notify the involved Parties, and appropriate stakeholders, of the decision of the IAOG within three (3) days of the Vote being taken, including names of Members fulfilling the roles, and any costs associated with engaging the alternate members.

(7) In circumstances where the replacement members identified in accordance with Clause 30.3(6)d are not acceptable to the Parties, the Association will advise that their active involvement in the matter is considered complete, and its obligations fulfilled, except where the Association is a Party to the matter. Where the Association withdraws from the IA process the Parties will have recourse to External Mediation, or they may decide to close the matter. The decision on their approach for seeking resolution or recourse will be dependent on the involved Parties.

(8) Unless there are extenuating circumstances, the IA should normally be conducted not later than fifty-six (56) days after the receipt of the appeal or request for escalation.

(9) In conducting the IA, the Arbitrator (and any AC members involved) must assure that:

a. each Party to the IA (or their representatives) have ample opportunity to present their side of the matter;

b. due consideration is given to verbal evidence, written statements, or documents provided by the Parties (or their representatives); and

c. Natural Justice is applied to the Parties to the IA through the Arbitration process.

(10) The Arbitrator, and delegated AC members where appropriate, will be authorised to convene and manage the IA as outlined in Clause 30.3(9). To fulfil this role, they will have the authority to:

a. coordinate the implementation of the IA proceedings in line with standard procedures, such as those defined by the Law Society of Western Australia;

b. question or cross-examine witnesses and Parties;

c. mandate the presentation of additional information or the engagement of other witnesses; and

d. examine documentation or other materials pertinent to the matter under consideration.

(11) Where considered necessary and appropriate by the Arbitrator, the IA may be adjourned to a following session, to allow time to produce additional information or assess evidence. The following part of the IA would then be convened at a date, time and venue that is convenient for the Parties involved in the Arbitration. Unless there are extraordinary circumstances, the IA session must be continued within seven (7) days of the date of adjournment. The final decision on the time and venue for continuing the IA after adjournment will rest with the Arbitrator.

(12) Materials and evidence provided to support the Arbitration will be considered Confidential and must be managed in accordance with Clause 39.

(13) When the Arbitrator has assessed the pertinent evidence related to the matter, they will deliberate and make a judgement on the case. Such judgements may include:

a. closing or dismissing the matter;

b. upholding the appeal, and initiating the implementation of appropriate actions to resolve the matter, and/or provide recourse or recompense to one or more Parties;

c. denying an appeal, as being groundless or unproven; and/or

d. initiating the imposition of costs, penalties, or Administrative Consequences, in conformance with the Rules.

(14) The Arbitrator will deliver their judgement verbally during the IA session, and will provide a written statement of the findings and associated judgement within five (5) days of completing the IA.

(15) The Parties will have up to seven (7) days after the dispatch of the written judgement information (forwarded in accordance with Clause 30.3(14)) to appeal the Arbitrator's decision. If the Arbitrator does not receive a written appeal prior to the specified deadline, the judgement will then be considered binding on the Parties, their representatives, and assigns.

(16) Where one or more involved Party, wishes to escalate the matter by not accepting the judgement of the Arbitrator, then the following actions will be taken:

a. the involved Parties will have fourteen (14) days from the date of dispatching an appeal against the judgement to jointly reach a consensus resolution to:

i. seek recourse or resolution through External Mediation; or

ii. accept the judgement of the Arbitrator and allow the matter to be finalised.

b. the involved Parties must advise the IAOG in writing of their joint decision within sixteen (16) days from the date of dispatching an appeal against the judgement;

c. the outcomes of the judgements made in accordance with Clause 30.3(13), will be binding on the Parties, their representatives and assigns, until such time as EM gives rise to an agreement that overturns the Arbitrator's decision;

d. Parties will make payments or restitution as nominated by the Arbitrator within fourteen (14) days of the Association's invoice date; and

e. on receipt of the letter specified in Clause 30.3(16)b by the IAOG, the Association will consider its active involvement in the matter completed and its obligations fulfilled, except where the Association is a Party to the matter considered by the IA.

(17) Any costs associated with the IA are to be paid by the Parties involved in the matter for Arbitration. Such payments must be made within fourteen (14) days from the Association's invoice date. These costs will be apportioned as follows:

a. If the Arbitrator makes a finding in accordance with Clause 30.3(13)d, then the Parties must make that payment, even if the matter is escalated to EM.

b. If the IA process is terminated prior to reaching a finding, as specified in Clause 30.3(13)d, then the costs will be allocated as follows:

i. if the IA was initiated by an appeal in accordance with Clause 30.3(2)b, the appellant will be responsible for meeting all costs; or

ii. if the IA was initiated as an escalation in accordance with Clause 30.3(2)a, the Parties will be equally responsible for paying the associated costs.

30.4. External Mediation

(1) External Mediation may be implemented by the Parties as specified in Clauses 30.1(1)a, 30.1(1), 30.2(9)d, 30.2(12)b, 30.3(5)a.ii, 30.3(5)e, 30.3(7), and 30.3(16)a.i. Where EM is implemented, the involved Parties will be responsible for:

a. requesting the President of the Law Society of Western Australia to nominate a suitably qualified Mediator;

b. working with the selected Mediator to implement one or more EM session;

c. following the procedures specified by that Mediator;

d. attempting to settle the matter that is the subject of the Mediation in Good Faith;

e. paying all costs associated with the EM, as specified by the Mediator;

f. abiding by the agreements developed as a result of the Mediation, or determining whether to escalate to External Arbitration if an agreement cannot be reached during EM; and

g. keeping the Association promptly and consistently informed regarding progress and outcomes related to the EM.

(2) External Mediation does not require active involvement of the Association, except where the Association is a Party to the matters for Mediation within the EM. However, the Association reserves the right to become involved in the EM process if considered appropriate.

30.5. External Arbitration

(1) Either Party may commence External Arbitration, which may include court proceedings, after:

a. participating in External Mediation, in compliance with Clause 30.4; and

b. no resolution has been determined, which is agreeable to the involved Parties.

(2) External Arbitration does not require active involvement of the Association, except where the Association is a Party to the matters requiring Arbitration. However, the Association reserves the right to become involved in the EA process if considered appropriate.

31. Disciplinary Action

31.1. Managing disciplinary action

(1) Members may seek the application of disciplinary measures in the event that:

a. a Member contravenes the Rules; or

b. a Member acts detrimentally to the interests or objectives of the Association.

(2) The request to implement disciplinary action in accordance with Clause 31.1(1), may be:

a. tabled at a Committee Meeting for discussion and the implementation of further action;

b. forwarded to the President for action, if the President is not the subject of the alleged disciplinary infringement;

c. forwarded to the Secretary, if the President is the subject of the alleged disciplinary infringement;

d. forwarded to another suitable Committee Member, who is not the subject of the alleged disciplinary infringement, if the President and Secretary are both considered subjects of the alleged disciplinary infringement; or

e. forwarded to another suitable Member, if all of the Committee Members are the subjects of the alleged disciplinary infringement.

(3) The Member receiving the request in accordance with Clause 31.1(2), will have the authority to convene a Disciplinary Tribunal (DT), to review the case and adjudicate on the allegations, if:

a. after seeking competent advice, the Member believes that the matter could be handled appropriately within the jurisdiction available under the Rules; and

b. the Member believes that an appropriate Disciplinary Tribunal can be convened, which meets the requirements specified in Clauses 31.1(4) and 31.1(5).

(4) The Disciplinary Tribunal panel:

a. must comprise a chairperson and a minimum of two (2) other Members;

b. may include all Committee Members who are not the alleged perpetrators of the identified disciplinary infringement;

c. must only comprise Members who are not directly involved in the alleged offence (e.g. they would not be required to provide evidence during the proceedings); and

d. must be volunteers to participate in the Disciplinary Tribunal.

(5) The chairperson of the Disciplinary Tribunal panel:

a. must have a competent understanding of the Rules; and

b. must have at least a working understanding of associated adjudication procedures and the rules of evidence.

(6) Where the Member receiving the allegation in accordance with Clause 31.1(2), believes that the allegations are of such import that they may indicate a breach of the Law, they should expeditiously escalate the matter to the appropriate authorities.

31.2. Notification of Proceedings

(1) Best efforts should be applied to achieve the timeframes listed in the following clauses within this Clause 31.2. However, if these event milestones cannot be met for any reason, the required tasks should be achieved at the earliest possible opportunity, to allow the matters to be expedited.

(2) In the event that the decision is made to convene a Disciplinary Tribunal in accordance with Clause 31.1(3), the panel members should be nominated within fourteen (14) days of the receipt of the notification in accordance with Clause 31.1(2). This formal nomination and delegation must be made in writing, and provide the following information to the DT panel members:

a. the name and role on the DT panel of the nominated Members;

b. the details of the allegations that will be assessed by the Disciplinary Tribunal;

c. information on the procedures for implementing and managing the DT, including the Member's rights and obligations in relation to the Disciplinary Tribunal; and

d. the implications of disciplinary action that could be applied if the accused Party is found guilty of breaching the Rules.

(3) As soon as possible after nominating the Disciplinary Tribunal panel, the chairperson of the DT (or their delegate) is to liaise with the accused Party, witnesses, and other stakeholders, to determine an appropriate time and place for convening the DT related to the matter.

(4) Within seven (7) days of the nomination of the Disciplinary Tribunal panel, the Party who is the subject of the allegations must be formally advised in writing of:

a. the names and roles of the members of the Disciplinary Tribunal;

b. the details of the allegations that will be assessed by the Disciplinary Tribunal;

c. the date, time, and location for convening the Disciplinary Tribunal;

d. the accused Member's rights and obligations in relation to the Disciplinary Tribunal; and

e. the implications of disciplinary action that could be taken if the Member is found guilty of breaching the Rules.

(5) As soon as practicable after dispatching the notification provided in accordance with Clause 31.2(4), the chairperson of the Disciplinary Tribunal panel is to specifically confirm that the information was received by all Parties to whom it was dispatched.

(6) The minimum duration between the date on which the notification outlined in Clause 31.2(4) is received, and the date that the Disciplinary Tribunal is convened, is as follows:

a. for alleged offences that could lead to the Suspension or Expulsion of the Member, a minimum of twenty-eight (28) days; or

b. for other alleged offences that could only lead to Administrative Consequences for the Member, a minimum of twenty-one (21) days.

31.3. Proceedings at the Disciplinary Tribunal

(1) The time allocated to complete the Disciplinary Tribunal must be sufficient to allow the proceedings to be managed in an orderly, systematic, and seemly manner. Where necessary, the chairperson of the Disciplinary Tribunal may allocate additional time, implement adjournments, or reconvene at a later time, so as to complete the proceedings effectively.

(2) During the proceeding for a Disciplinary Tribunal, the following must occur:

a. the proceedings must be conducted in line with the tenets of providing Natural Justice;

b. the allegations against the Party must be outlined appropriately, evidence must be presented, and witnesses may be called as required;

c. the accused Party, or their representative, must have the opportunity to cross-examine persons making the allegations, and any witnesses;

d. the accused Party, or their representative, must have the opportunity to examine presented evidential material appropriately;

e. the accused Party, or their representative, must be given the opportunity to mount a defence to the allegations either verbally, or in writing, which may include calling witnesses; and

f. members of the Disciplinary Tribunal panel will have the opportunity to examine evidential material and ask questions of persons giving evidence.

31.4. Making the decision

(1) Once the proceedings specified in Clause 31.3(2) are completed to the satisfaction of the Disciplinary Tribunal panel, the chairperson will:

a. adjourn the Disciplinary Tribunal proceedings, to allow the members of the DT panel to privately discuss the matters and Vote on the decision in accordance with Clauses 31.4(2) and 31.4(3); and

b. reconvene the Disciplinary Tribunal once the discussion and Voting process specified in Clause 31.4(2) and 31.4(3) has been completed, to make the result known to the stakeholders involved in the matter, who are present at the Disciplinary Tribunal.

(2) During the adjournment specified in Clause 31.4(1)a the Disciplinary Tribunal panel members will:

a. openly discuss their understanding of the case and their judgement as to whether appropriate penalties, or Administrative Consequences should be applied, or the matter should be dismissed; and

b. Vote as necessary to decide on a determination of the DT, in compliance with Clause 31.4(3).

(3) In each round of Voting that is necessary to reach a decision:

a. the decision on which the Disciplinary Tribunal members are asked to Vote must be clear and readily understandable, and must be based on binary options (e.g. they can vote 'Yes' or 'No');

b. each member of the Disciplinary Tribunal panel may only cast one vote in each round of the Balloting until a decision is made on the DT's determination;

c. however, where there is a tied Vote on a proposition, the chairperson may cast a deciding Ballot; and

d. the Vote on a determination will be accepted if the majority of the DT panel members vote in favour of that decision.

(4) The DT panel may reach the following decisions:

a. the matter be dismissed without consequences to the accused Party; or

b. Administrative Consequences may be imposed, in line with the jurisdiction provided within the Rules; and/or

c. the Party's Membership may be Suspended for a specified period; or

d. the Party may be Expelled from the Association.

(5) Once the decision is made by the DT panel:

a. the chairperson will reconvene the DT session;

b. the chairperson will advise those present at the DT of the outcome of the deliberations and the implications for the accused Party;

c. the chairperson will also outline the reasons why the decision was made; and

d. within three (3) days of the decision being made, the chairperson of the DT panel shall provide a written notification to the Committee, other members of the DT panel, the accused Party, and other pertinent stakeholders informing them formally of:

i. the decision made by the DT panel;

ii. the reasons why that determination was made; and

iii. the implications of the decision for the accused Party.

31.5. Imposition of Administrative Consequences or penalties

(1) Any Administrative Consequences or penalties imposed by a DT will take effect immediately after notification of the Party, in accordance with Clause 31.4(5)b.

31.6. Ramifications of Administrative Consequences

(1) The DT panel may impose Administrative Consequences in line with the jurisdiction provided by the Rules. This may include consequences such as changing business relationships with a Party who is a service provider, requiring Members to undertake specific tasks (e.g. completing safety or other training), or to pay costs or recompense, prior to their participation in future Association activities or their utilisation of Association assets.

31.7. Ramifications of Suspension

(1) The period of Suspension imposed by a DT may not exceed one (1) Year.

(2) During the Suspension period, the Party:

a. loses any rights (including Voting rights) arising as a result of Membership; and

b. would not be entitled to a refund, rebate, relief or credit for any Membership fees paid, or payable, to the Association.

(3) When a Member is Suspended, the Secretary must record in the Register of Members:

a. that the Member's Membership is Suspended;

b. the date on which the Suspension takes effect; and

c. the period of the Suspension.

(4) When the period of the Suspension ends, the Secretary must record in the Register of Members that the Member's Membership is no longer Suspended.

31.8. Ramifications of Expulsion

(1) Once a Party is Expelled they:

a. lose any rights (including Voting rights) arising as a result of Membership; and

b. would not be entitled to a refund, rebate, relief or credit for any Membership fees paid, or payable, to the Association.

(2) When a Member is Expelled, the Secretary must record in the Register of Members:

a. that the Member's Membership is terminated; and

b. the date on which the Expulsion takes effect.

(3) A Party Expelled as a result of a DT decision may reapply for Membership one (1) Year after the date of Expulsion. However, for their application to be approved:

a. the Party must provide a formal request to the Committee for reacceptance, which indicates why their participation would be of benefit to the Association, and demonstrates their commitment not to breach any of the Rules in future; and

b. the Committee must Vote on whether the application for Membership will be approved in accordance with Clause 5.6(4).

31.9. Appealing the decision of the DT

(1) Where a Party wishes to appeal the application of Administrative Consequences or an imposed penalty determined by a DT, they must:

a. provide a formal written notification of appeal within fourteen (14) days from the date on which the decision was provided in accordance with Clause 31.4(5)b; and

b. give detailed information on the grounds for appeal.

(2) Where a Party initiates an appeal in accordance with Clause 31.9(1), they accept that they must comply with the Rules until the appeal process is resolved, even if they have been Suspended or Expelled.

(3) The notification outlined in Clause 31.9(1) must be provided to:

a. the Secretary if they are not the subject of the matter under appeal;

b. the President if the Secretary is the subject of the matter under appeal;

c. another Committee Member if the President and Secretary are the subjects of the matter under appeal; or

d. another Member if all of the Committee Members are the subjects of the matter under appeal.

(4) Within fourteen (14) days of the receipt of the notification specified in Clause 31.9(1), the Member who receives the notification in accordance with Clause 31.9(3) shall meet with the Party wishing to appeal, to determine whether they want to pursue the matter through:

a. Internal Arbitration, in accordance with Clause 30.3; or

b. External Mediation, in compliance with Clause 30.4.

(5) The Party initiating an appeal shall be responsible for any costs involved in implementing the Internal Arbitration, or External Mediation, unless:

a. otherwise determined by the IA Arbitrator involved in relation to the appeal; or

b. specifically agreed otherwise during External Mediation.

PART 10 — GENERAL MATTERS

32. By-Laws

32.1. By-Laws may include Rules covering:

(1) the rights and obligations that apply to Members or Membership;

(2) restrictions on, or modifications to, the Committee's powers;

(3) methods, systems, or operational regulations to be applied by the Association; and

(4) clarifications, or elucidations of the policies and procedures applicable to the Association.

32.2. By-Laws must reflect, and be compliant with:

(1) the Act;

(2) these Rules of Association; and

(3) pertinent Laws.

32.3. By-Laws may be introduced, amended, or revoked through a Resolution at a Committee Meeting. Such By-Laws will be applicable and enforceable once the Resolution has been passed by the Committee. However, the Committee's decisions on By-Laws must be ratified through a Vote at the next General Meeting.

32.4. By-Laws will be of no effect to the extent that they are inconsistent with the requirements of Clause 32.2.

32.5. At the request of a Member, the Association must make a copy of the By-Laws available for inspection by a Member, in compliance with Clause 37.

33. Executing documents and using the common seal

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

(1) two (2) Committee Members; or

(2) one (1) Committee Member and one (1) Member authorised by the Committee.

33.2. If the Association has a common seal:

(1) the name of the Association must appear in legible characters on the common seal;

(2) a document may only be sealed with the common seal by the authority of the Committee and in the presence of:

a. two (2) Committee Members; or

b. one (1) Committee Member and one (1) Member authorised by the Committee;

(3) each of the signatories, as specified in Clause 33.2(2), must also attest that the document was sealed in their presence, when signing the document;

(4) the Secretary (or a delegate selected by the Committee) must make a written record of each use of the common seal; and

(5) the common seal must be kept in the custody of the Secretary or another Committee Member authorised by the Committee.

34. Giving Notices to Members

34.1. A notice or other document that is to be given to a Member in accordance with the Rules is taken to have been provided if it is:

(1) delivered by hand to the recorded address of the Member;

(2) sent by prepaid post to the recorded postal address of the Member; or

(3) sent by facsimile or electronic transmission to an appropriate recorded number or recorded electronic address of the Member.

35. Custody of Books and securities

35.1. Subject to Clause 35.2, and other modifications within the Rules, the Books and any securities of the Association must be kept in the Secretary's custody, or under the Secretary's control, or under the control of a Member designated by the Committee.

35.2. 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, unless otherwise specifically stated within the Rules.

35.3. The Books of the Association must be retained for at least seven (7) years, unless specifically stated otherwise within the Rules.

36. Record of Office Holders

36.1. The record of Committee Members and other persons authorised to act on behalf of the Association, which is required to be maintained under Section 58(2) of the Act, must be kept in the Secretary's custody or under the Secretary's control, unless otherwise delegated by the Committee.

37. Inspection of records and documents

37.1. Electronic copies of the Rules of Association and other applicable Rules will be made available to Members.

37.2. Members may request to inspect the Books of the Association by making a formal written request to the Secretary, or another authorised Committee Member.

37.3. On receipt of the request to inspect the Books, the Member may be granted access to:

(1) the Register of Members in accordance with Section 54(1) of the Act, and Clauses 6.6 and 6.7;

(2) the record of the names and addresses of Committee Members, and other persons authorised to act on behalf of the Association, in compliance with Section 58(3) of the Act; and

(3) other records or documents of the Association.

37.4. Reasonable and appropriate costs associated with providing copies of records may be applied by the Association, and the requesting Member will be required to pay such costs prior to receipt of the copies.

37.5. If the Member wants to inspect a document that records the minutes of a Committee Meeting, the right to inspect that document is subject to any decision the Committee has made about minutes of Committee Meetings generally, or the minutes of a specific Committee Meeting being available for inspection by Members.

37.6. The Member may make a copy of, or take an extract from, a record or document referred to in Clause 37.3, but does not have a right to remove the record or document for that purpose.

37.7. The Member must not use or disclose information in a record or document referred to in Clause 37.3, except for a purpose that is:

(1) directly connected with the affairs of the Association; or

(2) related to complying with a requirement of the Act, or pertinent Laws.

38. Publication by Committee Members of statements about Association business

38.1. Parties must not publish, or cause to be published, any statement about the business conducted by the Association at a General Meeting or Committee Meeting unless:

(1) the Member has been formally authorised to do so at a Committee Meeting; and

(2) the authority given to the Member has been recorded in the minutes of the Committee Meeting at which it was given.

39. Confidential Information

39.1. Confidential Information disclosed to Parties or stakeholders:

(1) is to be safeguarded and not used in any way, for its own account, or the account of any third-party, except as expressly permitted by the Rules, and to implement tasks associated with the Association;

(2) is not to be disclosed to any third-party, except where it is required by Law, or it is necessary to conduct tasks associated with the Rules; and

(3) must be protected appropriately by the Parties and stakeholders to whom it is provided, through the application of reasonable precautions.

39.2. Information will not be deemed Confidential Information if the receiving Party or stakeholder can establish by reasonably competent evidence that such information:

(1) was known to the receiving Party prior to receipt from the disclosing Party or stakeholder, directly or indirectly from a source, other than one having an obligation of confidentiality to the disclosing Party or stakeholder;

(2) becomes known (independently of disclosure by the disclosing Party or stakeholders) to the receiving Party or stakeholder, directly or indirectly, from a source other than one having an obligation of confidentiality to the disclosing Party or stakeholder;

(3) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party or stakeholder, or other parties having confidentiality agreements with the disclosing Party or stakeholder; or

(4) is independently developed by the receiving Party or stakeholder without any use of, or reliance upon, the Confidential Information of the disclosing Party or stakeholder.

40. Cancellation of incorporation or winding up the Association

40.1. On the cancellation of the incorporation, or the winding up of the Association, its Surplus Property must be distributed as determined by Special Resolution. Such Special Resolution:

(1) must comply with the requirements specified in the Act, including those in Section 24; and

(2) may only allow the Surplus Property to be distributed to:

a. an incorporated association;

b. a company limited by guarantee registered under the Corporations Act (2001);

c. an organisation that holds a current licence under the Charitable Collections Act (1946);

d. an organisation that is a Member or former Member of the Association and whose rules prevent the distribution of property to its members; or

e. a non-distributing co-operative registered under the Co-operatives Act (2009).

41. Alteration of these Clauses

41.1. If the Association wants to alter or rescind any of these clauses or to make additional clauses, the Association may do so only by Special Resolution and by otherwise complying with Part 3 Division 2 of the Act.

APPENDIX 1 – DEFINITIONS AND INTERPRETATIONS

1. Definitions of Terms Used

1.1. In these Rules, unless the contrary intention appears:

(1) ***Act*** means the Associations Incorporation Act (2015).

(2) ***Administrative Consequences*** relate to requirements that can be imposed on Parties as a direct result of the findings of a Disciplinary Tribunal, as specified in Clauses 31.5 and 31.6. Administrative Consequences may include imposing charges on Parties to make restitution, or to appropriately cover costs as determined by the DT, or to take other actions as determined by the DT.

(3) ***Annual General Meeting (AGM)*** refers to the formal General Meeting of Members, which is convened annually in accordance with Section 50 of the Act.

(4) ***Arbitration*** is a process utilised to facilitate the resolution of a Dispute or appeal. The technique is predicated on the involved Parties agreeing to have a neutral third-party assess provided evidence and make a decision that is binding on the Parties. Such decisions may involve the levying of penalties in accordance with the Rules, dismissing the matter, or supporting escalation as appropriate.

(5) ***Arbitrator*** refers to the person coordinating the Arbitration and making the judgement.

(6) ***Associate Member*** means a Member with the rights referred to in Clause 5.1(3).

(7) ***Association*** means the Darling Downs Residents Association Incorporated (DDRA), which is the organisation to which these Rules of Association apply.

(8) ***Ballot or Balloting*** are synonyms for Vote or Voting.

(9) ***Books*** of the Association include the following:

a. a Register of Members;

b. Financial Records, Financial Statements, or Financial Reports, however compiled, recorded or stored;

c. documents pertaining to activities of the Association, including the Minute Book;

d. Rules of the Association; and

e. other records related with the business of the Association.

(10) ***By-Laws*** means By-Laws made by the Association, in accordance with Clause 32.

(11) ***Commissioner*** means the person for the time being designated as the Commissioner under Section 153 of the Act.

(12) ***Committee*** means the personnel filling the posts of the Committee of the Association, as specified in Clause 10.1.

(13) ***Committee Meeting*** means a formal meeting of the Committee to discuss issues pertaining to Association business, as outlined in Clause 12.1.

(14) ***Committee Member*** means a member of the Committee.

(15) ***Confidential Information*** will include information regarding a Party's business, plans, technology, products, proprietary systems, trade-secrets, know-how, intellectual property, proprietary data, information, or operations, which are nominated as confidential due to markings or advice or are confidential in conformance with the Rules.

(16) ***Conflict of Interest*** refers to situations where a Member, may be in a situation where there is a possible conflict between that Member's duty to the Association and any Material Personal Interest that the Member may have in matters being considered by the Committee, or at a General Meeting.

(17) **Darling Downs Equestrian Estate** (DDEE) means that portion of Darling Downs within the Serpentine-Jarrahdale Shire in Western Australia, which aggregates properties of about 2 hectares in size or more and is bounded as shown in the indicative diagram provided at Figure 1.1.

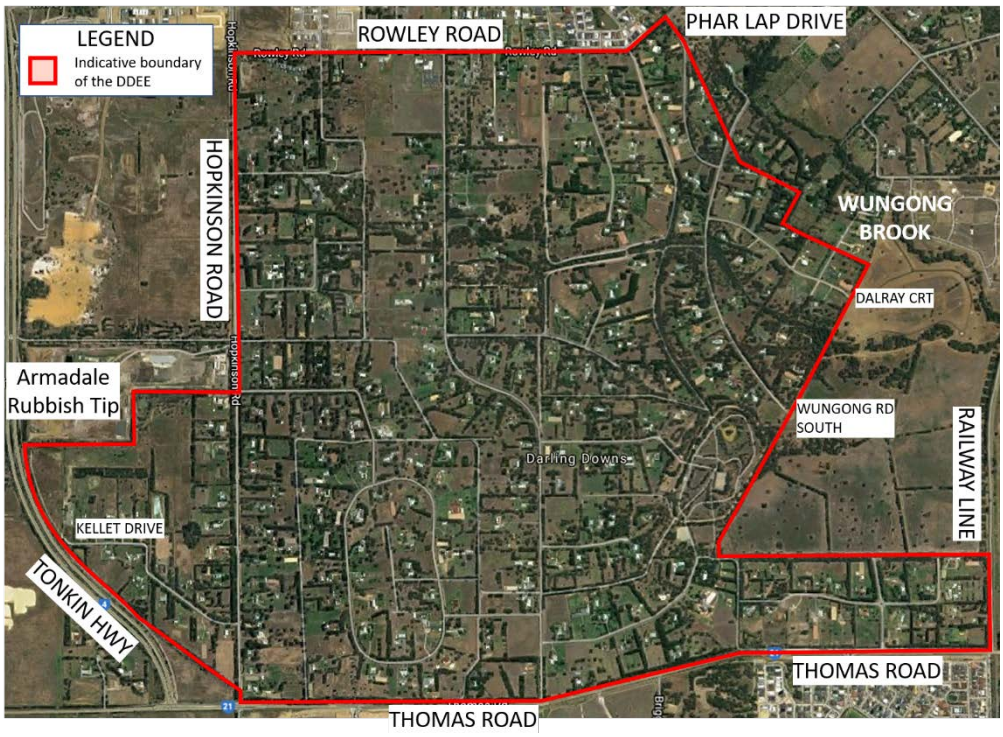

Figure 1.1: Indictive Diagram of the Darling Downs Equestrian Estate (DDEE)

(18) **Darling Downs Equestrian Park (DDEP)** refers to public open space areas and bridle trails within the DDEE, which are designated by reserve numbers R35601, R35603, R35701, R38830, R39190 and R42696. These DDEP areas are illustrated within the indicative diagram provided at Figure 1.2.

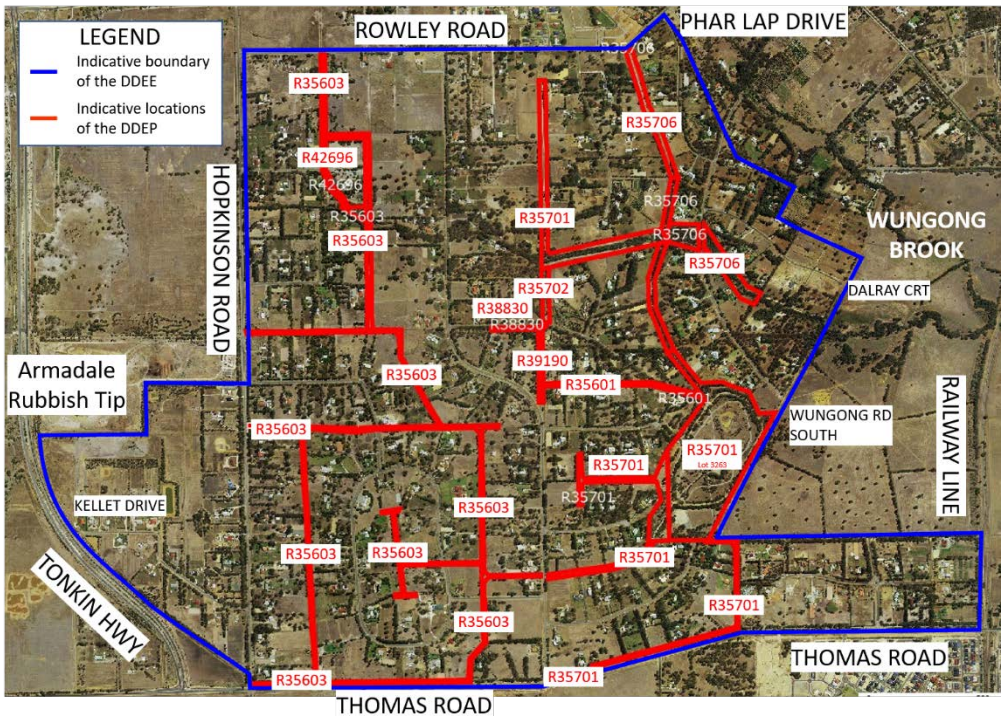

Figure 1.2: Indictive diagram of the Darling Downs Equestrian Park (DDEP) areas

(19) ***Disciplinary Tribunal (DT)*** refers to a panel of authorised Members, who will have the right to Arbitrate on disciplinary matters, in accordance with Clause 31.

(20) ***Dispute*** means a conflict or disagreement between Parties related to the Rules, or the operations of the Association, which can include:

a. disagreements related to a point of Law, or application of the Rules;

b. a conflict of claims or rights;

c. an assertion of right; or

d. a claim or demand on one side, which is met by contrary claims or allegations by another Party.

(21) ***Dispute Facilitator*** is a role that is responsible for facilitating the Dispute resolution process and Grievance Process, as outlined within Clauses 29 and 30.

(22) ***Draft Resolution*** refers to a Resolution developed for discussion, and on which a Vote will be taken at a Committee Meeting, or General Meeting, or through an E-Vote, or Members Poll.

(23) ***E-Vote*** or ***E-Voting*** refers to the Committee process discussed in Clause 12.9 or the process for collecting Votes through a Members Poll, as outlined in Clause 23.

(24) ***Expulsion or Expelled*** is the act of depriving a Member of their rights of Membership of the Association for an unlimited period of time.

(25) ***External Arbitration*** **(EA)** is an approach in which an authority external to the Association Arbitrates on a Dispute or appeal, in compliance with Clause 30.5. External Arbitration may include seeking legal recourse through the courts.

(26) ***External Mediation*** **(EM)** refers to a method for seeking a Mediated resolution to a Dispute or appeal, which utilises an authority outside of the Association, as specified in Clause 30.4.

(27) ***Financial Records*** of the Association include:

a. invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;

b. documents of prime entry; and

c. working papers and other documents needed to define and/or explain:

i. the methods by which Financial Statements are prepared; and

ii. adjustments to be made in preparing Financial Statements;

(28) ***Financial Report*** of a Tier 2 or a Tier 3 association, has the meaning given within Section 63 of the Act.

(29) ***Financial Statements*** mean the financial information kept by the Association, as required under Part 5, Division 3, of the Act.

(30) ***Financial Year*** for the Association equates to the period of 12 months, beginning on the 1st of July each Year and ending on the 30th of June in the following calendar Year.

(31) ***General Meeting*** means a meeting of the Association to which all Members are entitled to receive notice and attend, in accordance with Part 7 of the Rules of Association. A General Meeting may be initiated by the Committee in accordance with normal procedures, by the Members as specified in Clauses 16.1(2) or 16.1(3), or by the Commissioner in compliance with Section 60 of the Act.

(32) ***Good Faith*** conforms with the general tenets of implementing cooperation, reasonableness, honesty, proper purpose, legitimate interest, and the avoidance of so-called 'bad faith' philosophies, when participating in collaboration, negotiation, and interactions between the Parties.

(33) ***Grievance Procedure*** refers to the process utilised for managing Disputes, as outlined in Clauses 29 and 30.1.

(34) ***Grievance Procedure Initiation Date* (GPID)** is the date on which a notice of Dispute is received in accordance with Clause 29.5.

(35) ***Honorary Associates*** are a class of Members, who are approved for Membership by the Committee in accordance with Clause 5.1(5)b.

(36) ***Honorary Members*** are Members who are approved for Membership by the Committee in compliance with Clause 5.1(5)a.

(37) ***Honorary Membership*** denotes a class of Membership, which is assigned to a Member by the Committee, in accordance with Clause 5.1(5).

(38) ***Internal Arbitration* (IA)** refers to a method for the Association to provide Arbitration on an appeal or Dispute, by applying the approach specified in Clause 30.3.

(39) ***Internal Arbitration Oversight Group* (IAOG)** is the group that takes oversight of the Internal Arbitration process and is constituted as specified in Clause 30.3(3).

(40) ***Internal Mediation*** is Mediation managed and implemented by the Association in accordance with Clause 30.2.

(41) ***Law*** means any local, State, Commonwealth, foreign or international law, rule, regulation, code, ordinance or the like, which is directly applicable to the operations of the Association.

(42) ***Material Personal Interest*** refers to:

a. any direct or indirect pecuniary interest in a contract/agreement or proposed contract/agreement made by, or in the contemplation, of the Committee or at a General Meeting;

b. business or financial interests, including holding a company directorship or shareholding, a financial investment, or a consultancy or grant related to matters under discussion/contemplation or Vote by the Committee or the Membership, which may lead to benefits being accrued by that individual; or

c. affiliations with other organisations or people, including employment, professional or personal relationships, which is likely to lead to direct pecuniary benefit for those people, groups, or entities, beyond those mandated within Clauses 3, 4 and 27.2.

(43) ***Mediation*** refers to a situation where a neutral third-party or panel coordinates a process of structured negotiation between the Parties involved in a Dispute or appeal, to broker a resolution acceptable to the Parties. The Mediator will not have the right to impose restitution in accordance with the Rules, and if the Parties cannot reach an amicable resolution they may escalate the matter in accordance with Clause 30.1.

(44) ***Mediator*** signifies a person who is responsible for implementing and managing Mediation in compliance with Clauses 30.2 or 30.4.

(45) ***Member*** means a person or entity, who is broadly categorised as an Ordinary Member, Associate Member, or Organisational Member.

(46) ***Members Poll or Members Polling*** is a Vote on a Draft Resolution, which is conducted outside a General Meeting, in compliance with Clauses 19.5(4) and 23.

(47) ***Membership*** refers to the state of being a Committee Member and/or Member of the Association, dependent on context.

(48) ***Membership Officer*** signifies the person or persons fulfilling the roles specified in Clause 5.6.

(49) ***Motion*** refers to a procedural mechanism initiating a Vote within a Committee Meeting or General Meeting. Motions therefore only refer to procedures within the meeting, such as calling for a Vote or discussion about a matter under consideration. This is different from a Resolution, in that a Resolution refers to the formal deliberations and questions related to a Rule or decision that will be considered by the Vote.

(50) ***Natural Justice*** in the context of the Rules refers to the process of ensuring that proceedings undertaken by the Association are not biased (nemo judex in causa sua) and the Parties (or their representatives) have a fair hearing of the matters that are in Dispute (audi alteram partem). Consequently, in practical terms, it means that Parties and other Members and stakeholders involved in proceedings will act fairly.

(51) ***Office Holders*** means Committee Members who are fulfilling the roles specified in Clause 10.1(2).

(52) ***Ordinary Committee Member*** means a Committee Member who is not one of the Office Holders.

(53) ***Ordinary Member*** denotes a Member with the rights referred to in Clause 5.1(2).

(54) ***Organisational Membership*** refers to a class of Membership that reflects the granting of Membership by the DDRA in accordance with Clause 5.1(4).

(55) ***Party*** refers to an individual or entity, and may include Members, ex-Members, or persons or organisations participating in Disputes, Grievance Procedures, Mediation, Arbitration, appeals, disciplinary processes or escalations, as specified in Clauses 5.8(4), 29, 30 or 31.

(56) ***Permanent Place of Abode*** means a free-standing and fixed structure, which forms a residence or part of an aggregated residence within the DDEE.

(57) ***President*** means the Committee Member holding the office as the President of the Association, who fulfils the roles specified in Clause 10.2.

(58) ***Primary Residence*** means the sole or principal residence of an individual, which is their Permanent Place of Abode.

(59) ***Register of Members*** means the register of Membership maintained by the Association, in accordance with Section 53 of the Act, and as specified in Clause 6.

(60) ***Resident*** refers to a person who owns and/or lives in a Permanent Place of Abode within the DDEE, and this Permanent Place of Abode represents their Primary Residence.

(61) ***Residential Address*** or ***Residence*** refers to the Permanent Place of Abode within the DDEE associated with the Resident.

(62) ***Resolution*** refers to Rules or decisions that are to be adopted by the Association as a result of a Vote by the Committee through a Committee Meeting or E-Vote, or by the Ordinary Members present at a General Meeting, or through a Members Poll. This term may include references to Special Resolutions.

(63) ***Rules*** mean the aggregation of the clauses within the Rules of Association, and supplementary By-Laws that are in force.

(64) ***Rules of Association*** refers to the clauses and sections within this document.

(65) ***Secret Ballot*** means a method of Voting that ensures that all Votes are cast in secret, so that the voter is less likely to be influenced by any other individual, because no one else needs to be made aware what each person chose.

(66) ***Secretary*** means the Committee Member holding the office as the Secretary of the Association, who is responsible for fulfilling the duties outlined in Clause 10.4.

(67) ***Special General Meeting*** means a General Meeting of the Association, which is convened in accordance with Clause 16.

(68) ***Special Resolution*** refers to specific types of Resolutions on which Ordinary Members Vote in accordance with Section 51 of the Act, and include those required to:

a. change the name of the Association in accordance with Sections 31 and 32 of the Act;

b. amalgamate the Association with another association, body, or entity in accordance with Sections 102 and 103 of the Act;

c. change the incorporated status of the Association in compliance with Sections 93 or 106 of the Act;

d. make significant and substantive strategic changes to the operational and financial management of the Association;

e. amend these Rules of Association in accordance with Sections 30, 31 and 33 of the Act;

f. request that the Commissioner apply to the State Administrative Tribunal under Section 109 of the Act, for the appointment of a statutory manager to administer the affairs of the Association; or

g. terminate the Association in accordance with Sections 121, 129, 130, 141, 142, 143, and 195 of the Act.

(69) ***Subcommittee*** refers to a group of Members appointed by the Committee, in accordance with Clause 13, to assist in the conduct of the Association's business or investigate specific issues on behalf of the Committee.

(70) ***Subsidiary Officers*** fulfil roles specified by the Committee to achieve specific tasks in support of the Association, which are initiated and managed in accordance with Clause 13.

(71) ***Surplus Property*** means property or assets of the Association, or attributable to the Association, which are remaining after satisfaction of debts and liabilities of the Association, and costs, charges, or expenses related to winding up or cancelling the incorporation of the Association. Surplus Property does not include the Books of the Association.

(72) ***Suspension*** is the act of depriving a Member of their rights of Membership of the Association for a specified period of time.

(73) ***Tier*** refers to the categorisations of associations as specified within Section 64 of the Act, which can be loosely defined as follows, unless otherwise specified by the Commissioner:

a. ***Tier 1*** associations are typically those with revenue of less than $250,000 per annum;

b. ***Tier 2*** associations are normally those with revenue of between $250,000 and $1,000,000 per annum; and

c. ***Tier 3*** associations are normally categorised as those with revenue of more than $1,000,000 per annum.

(74) ***Treasurer*** means the Committee Member holding the office as the Treasurer of the Association, who is responsible for fulfilling the roles specified within Clause 10.5.

(75) ***Vice President*** signifies Committee Member fulfilling the role specified in Clause 10.3.

(76) ***Vote or Voting*** refers to the casting of Ballots to decide an issue, Motion, or Resolution at a Committee Meeting, General Meeting, other DDRA associated meeting, or through an E-Vote or Members Poll. Unless otherwise stipulated within the Rules, a Vote will be accepted if the majority of the Voting Members cast a Ballot in favour of the proposition on which the Vote is conducted. If there is a tied outcome from the Vote, the chairperson or senior Member of the Balloting group will have a casting Vote.

(77) ***Year*** refers to a calendar year. This equates to 365 days, except where the duration in question is affected by a leap year, whereby the duration of that Year would equate to 366 days.

2. Interpretations

2.1. In the Rules, unless otherwise stated, the following interpretations apply:

(1) all capitalised defined terms will have the meanings ascribed to them in this document;

(2) words suggesting the singular include the plural and vice versa;

(3) words suggesting any gender include any other gender;

(4) cross-references to Parts or Clauses within the text refer to these Rules of Association, and Division or Section numbers refer to those within the Act, and include reference to associated sub-clauses and sub-sections unless specified otherwise;

(5) references to any document or instrument, are to those documents or instruments as amended, novated, supplemented, varied or replaced from time to time;

(6) use of the words ‘includes’ or ‘including’ means without limitation, unless the contrary intention appears;

(7) a reference to dates or times is a reference to the local time in Western Australia, unless specified otherwise;

(8) all dollar amounts specified in the Rules are in Australian dollars, unless specifically stated otherwise; and

(9) where a term is defined in the Rules, another part of speech or grammatical form of that term has a corresponding meaning, unless specified otherwise.